

8. Disqualification :

No Apartment owner shall be entitled to vote or be entitled to stand for election if he/she is in arrears of any sum due from him/her in respect of his/her contributions for common expenses for more than sixty days on the last day of the year preceding the year in which the elections to the board would take place.

CHAPTER - II

VOTING, QUORUM AND PROXIES

9. Voting :

Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to the family unit or unit in the declaration.

10. Quorum :

1/3rd of the total members of the Association shall be quorum for general body meeting of the Association and 1/3 of the number of members of the Board shall be quorum of the meeting of the Managing Committee. In absence of quorum, the meeting has to be adjourned for 5 minutes, and thereafter the meeting can be conducted even in absence of the required quorum.

11. Votes to be cast in person :

Votes shall be cast in person.

CHAPTER - III
ADMINISTRATION

12. Powers and duties of Association :

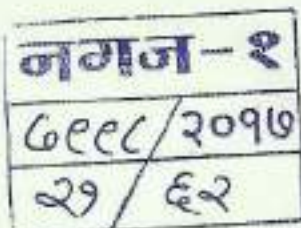
The association will have the responsibility of administering the "SUN CITY Phase II" CONDOMINIUM approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the Condominium in an efficient manner. Except as otherwise provided, resolutions of the Association shall require approval by a majority of owners present in the meeting, casting votes in persons.

13. Place of Meeting :

Meetings of the Association shall be held at suitable place convenient to the owners or in Association office in the Society as may from time to time be designated by the Association.

14. Annual Meeting :

The first Annual meeting of the Association shall be held in future. Thereafter, the Annual Meetings of the Association shall be held on the date mutually decided. The owners may also transact such



other business of the Association as may properly come before them.

15. Special Meeting :

It shall be the duty of the Chairman to call a special meeting of the Apartment owners as directed by a resolution of the Board or upon a petition signed by atleast 10 owners and having been presented to the Secretary, or at the request of the Housing Commissioner or as the case may be, the Registrar or any officer duly authorised by him in his behalf. The notices of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at special meeting excepts as stated in the notice.

16. Notice of Meeting :

It shall be duty of the Secretary to mail or send a notice by email, whatsapp or sms of each annual or special meetings, stating the purpose thereof as well as the time and place where it is to be held to each apartment owner, at least 2 days prior to such meeting. The mailing or sending of notice in the manner provided in the by-laws shall be considered notice served. Notice of all meeting shall be mailed or sent to the Housing Commissioner or as the case may be, the Registrar.

17. Order of Business :

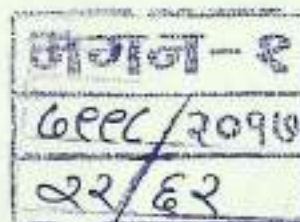
The order of business at all meeting of the owners of unit shall be as follows:

- a. Roll Call
- b. Proof of notice of meeting or waiver of notice.
- c. Reading of minutes of preceding meeting.
- d. Reports of Officers.
- e. Reports of the Housing Commissioner, or the Registrar or the officer duly authorised by them, if present.
- f. Reports of committees.
- g. Election of Board.
- h. Unfinished Business, if any
- i. New Business.

CHAPTER - IV
BOARD OF MANAGERS

18. Management of Association :

The affairs for the association shall be governed by a board.



19. Powers and Duties of Board :

The Board shall have the powers and duties necessary for the administration of the Association, and may do all such acts and things as are not by law or by these bye-laws directed to be exercised and done by the owners.

20. Other Duties :

In addition to duties imposed by these bye-laws or by resolutions of the Association the Board shall be responsible for the following that is to say:

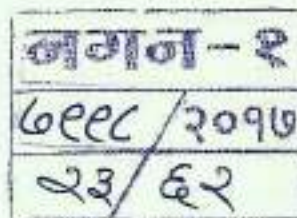
- a. Care, upkeep and surveillance of the "SUN CITY Phase II" CONDOMINIUM and the common areas and facilities and the restricted common areas and facilities.
- b. Collection of monthly assessment from the owners.
- c. Designations, employment, remuneration and dismissal of the person necessary for the maintenance and operation of the CONDOMINIUM, the common area and facilities.
- d. To provide for the manner in which the audit and account of the Association shall be carried out.
- e. To inspect the accounts kept by the secretary/treasurer and examine the registers and account books and to take steps for the recovery of all sums due to the Association.
- f. To sanction working expenses, count cash balance and deal with other miscellaneous business.
- g. To see that cash book is written up promptly and is signed in first week of every month by one of the members of the Board authorised in this behalf.
- h. To hear and deal with complaints.

21. Manager :

The Board may employ for the Association a manager at a compensation determined by the Board to perform such duties as services as the Board shall authorise including but not limited to the duties listed in bye-laws.

22. Election and Terms of Office :

At the first annual meeting of the Association, the term of Board shall be fixed for two years.



23. Vacancies :

Vacancies in the Board caused by any person shall be filled by the remaining Members.

24. Removal of Members :

At any regular or special meeting duly called, any one or more of the Members may be removed by a 3/4th of the majority of the Board and a successor may then and there by elected to fill the vacancy thus created. Any such member shall be given an opportunity of being heard at the meeting.

25. Organisation Meeting :

The first meeting of a newly elected Board shall be held within 30 days of election at such place as shall be fixed by the Members and no notice shall be necessary to the newly elected Members in order to constitute such meeting, provided a majority of the whole Board shall be present.

26. Regular Meetings :

Regular Meeting of the Board may be held at such time and place as shall be determined, from time to time, by the Chairman in consultation with the secretary.

27. Special Meeting :

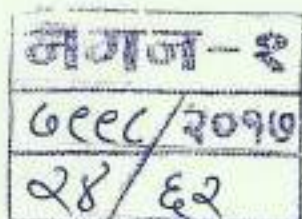
Special Meeting of the Board may be called by the Chairman by giving notice of atleast one day to each Member on his whatsapp, sms or email or personally stating time, place (as herein above provided) and purpose of the meeting.

28. Quorum :

At all meetings of the Board, one third of the total strength of the Board shall constitute a quorum for the transaction of business, and the acts of the Members / Managers present at a meeting shall be the acts of the board. If at any meeting of the Board, there is no quorum, the meeting has to be adjourned by five minutes and thereafter the members present may conduct the meeting or adjourn the same.

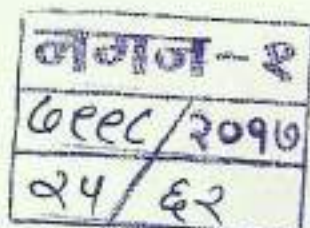
29. Fidelity Bonds :

The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bond. The premium on such bonds shall be paid by the Association.



CHAPTER - V **OFFICERS**

- 30. Designation :**
- The principal officers of the Association shall be the Permanent Chairman, Working Chairman, a Vice – Chairman, Secretary, Treasurer all of whom shall be elected by and from the Board, except the Permanent Chairman, who shall be the grantor or its nominee.
- 31. Election of Officers :**
- The officers of the association shall be elected every two years by the Board at the Organisation meeting of each new Board and shall hold office at the pleasure of the Board.
- 32. Removal of Officers :**
- Upon an affirmative vote of a majority of the members of the Board any officer (except permanent Chairman) may be removed, either with or without cause and his successor elected at any regular meeting of the Board or any special meeting of the Board called for such purpose.
- 33. President / Chairman :**
- The President / Chairman shall be the Chief Executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all the general powers and the duties which are usually vested in office of the resident of an Association, including but not limited to the power to appoint committees, from amongst the owners from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the affairs of the Association. There shall be two such posts. One permanent and other working as stated above.
- 34. Vice - President :**
- The Vice - President shall take the place of the Working President and perform his duties when the Working President is absent or unable to act. If neither the President nor the Vice - President is able to act, the Board shall appoint some other member of the Board so as to act on an interim basis. The Vice - President shall also perform such other duties as shall from time to time be imposed upon him by the Board.
- 35. Secretary :**
- The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board may direct and he shall, in general, perform all the duties incidental to the office of secretary.



36. Treasurer :

The Treasurer shall be responsible for Association funds and securities and shall also be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board.

CHAPTER - VI
OBLIGATIONS OF THE APARTMENT OWNERS

37. Assessments :

All owners are obliged to pay monthly assessments imposed by the Association to meet all expenses relating to the **"SUN CITY Phase II" CONDOMINIUM** which may include an insurance premium for a policy to cover reconstruction work in case of hurricane, fire, earthquake or other hazard or calamity. The assessments shall be made prorata according to the area of the unit owned, as stipulated in the Declaration. Such assessments, shall include monthly payments to a General Operating Reserve and Reserve Fund

38. Maintenance and Repairs :

(1) Every owner must perform promptly all maintenance and repairs work within his own unit, which if omitted would affect the **"SUN CITY Phase II" CONDOMINIUM** in entirety or in a part belonging to the owners, being expressly responsible for the damages and liabilities that his failures to do so may endanger.

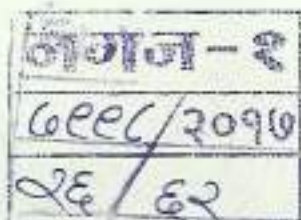
(2) All the repairs of internal installation of the unit such as water, light, gas, power, sewage, sanitary installations, doors, windows, lamps, and all other accessories belonging to the unit area shall be at the expense of the apartment owner concerned.

(3) An owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common area and facility damaged through his fault.

39. Use of Family Units - Internal Changes :

(i) All units shall be utilized for residential purpose only.

(ii) An owner shall not make any structural modification or alternations in his unit or installations located therein without previously notifying the Association in writing to the Board. The Association shall have to answer within thirty days and failure to do so within stipulated time shall mean there is no objection to proposed modification, alteration or installation.



40. Use of Common Areas and Facilities and Restricted Common Areas and Facilities :

An owner shall not place or cause to be placed in the lobbies, stairways and other areas of CONDOMINIUM and facilities of a similar nature both common and restricted any furniture, packages or object of any kind. Such areas shall be used for no other purpose than for normal transit through them.

However, any area which is going into that particular apartment and which is not open or available to any other apartment owner may be used by the particular apartment owner.

41. Right of Entry :

(i) An owner shall grant the right of entry to the Manager or to any other person authorised by the Board or the Association in case of any emergency originating in or threatening his unit whether the owner is present at the time or not.

(ii) An owner shall permit other owners, or their representatives, when so required to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that request for entry are made in advance and the such entry is at a time convenient to the owner. In case of an emergency such right of entry shall be immediate.

42. Rules of Conduct :

(i) No resident of CONDOMINIUM shall post any advertisement or posters of any kind on the building except as authorised by the Association.

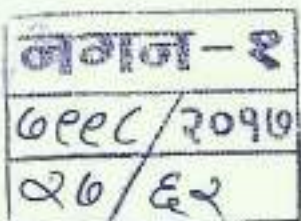
(ii) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb others. Residents keeping domestic animals shall abide by the municipal sanitary bye-laws and regulations so as not to disturb others.

(iii) It is prohibited to hang garments, dust, rugs, etc., from the windows, balconies or from any of the facades of the CONDOMINIUM.

(iv) It is prohibited to dust, rugs, etc. from the windows, or to clean rugs, etc. by beating on the exterior part of the condominium.

(v) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas. If such installation is not provided all garbage or trash shall be collected in a vessel and thrown in the municipal dustbin.

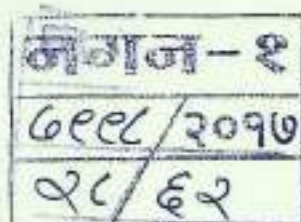
(vi) No owner, resident or lessee shall install wiring for electrical or telephone installation television antennae, machine or air - conditioning unit etc. on the exterior of the CONDOMINIUM or that



protrudes through the walls of the roof of the Condominium except as authorised by the Association.

CHAPER - VII
FUNDS AND THEIR INVESTMENTS

43. **Funds.** : Funds may be raised by the Association in all or any of the following ways, namely :
- (a) By shares.
 - (b) By contributions and donations from the apartment owners.
 - (c) From common profits which shall be from the nucleus of the Reserve funds.
 - (d) By raising loans, if necessary, subject to such terms and conditions as the Association with the approval of the Competent Authority may determine in this benefit.
44. **Investments :**
The Association may invest or deposit its funds in one or more of the following :
- (a) In the Central Co - operative bank or in the State Co - Operative bank : or
 - (b) In any Co - Operative Bank or other than those referred to in clause (a) of this bye - laws
45. **Affiliation :**
Should there be any Federation of apartment owners in the locality in which the "SUN CITY Phase II" CONDOMINIUM is situated the Association may after consulting the competent authority become a member thereof and pay the sums from time to time payable to such Federation under rules thereof.
46. **Accounts :**
- (i) A banking account shall be opened by the Association into which all moneys received on behalf of the Association shall be paid, provided that Secretary may retain in his personal custody an amount not exceeding Rs. 5,000/- for petty expenses. All payment above Rs. 100/- shall be made by cheques signed by the Secretary and one member of the Board authorized in this behalf.
 - (ii) The association shall on or before 31st July in each year publish an annual financial statement in respect of the common areas and facilities containing :
- (a) The profit and loss account.
 - (b) The receipts and expenditure of the previous financial year and
 - (c) A summary of the property and assets and liabilities of the common areas and facilities of the Association, given such particulars as will disclose the general nature of these liabilities and assets and how the value of fixed assets has been arrived at.



(iii) The financial statement shall be open for inspection of members of the Association during office hours and in the office of the Association and copy thereof shall be submitted to the competent authority not later than 15th August every year.

47. Appointment of Auditor :

The Association shall appoint at its general meeting an auditor who shall audit the accounts of the Association to be prepared by the Board and shall examine the annual return and verify the same with the accounts relating thereto and shall either sign the same as found by him to be correct, duly vouched and in accordance with law or specially report to the Association in what respect he finds it incorrect, un-touched or not in accordance with law.

48. Power of Auditor :

The auditor shall be entitled to call or examine any papers or documents belonging to the Association relating to the common areas and facilities (including limited common areas and facilities and common expenses and shall make a special report to the Association upon any matter connected with the accounts which appears to him to require notice.

CHAPTER - VIII
MORTGAGES

49. Notice of Association :

An owner who mortgages his unit, shall notify the Board, the name and address of his mortgagees, and the Association shall maintain such information with it.

50. Notice of Unpaid Assessment :

The Association shall at the request of a mortgagee of a unit report any unpaid assessments due for the owner of such unit.

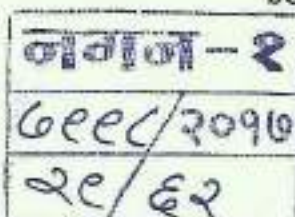
CHAPTER - IX
COMPLIANCE

51. Compliance :

These bye- laws are set forth to comply with the requirements of the Maharashtra Apartment Ownership Act, 1970. In case, any of these bye-laws conflict with the provision of the said Act it is hereby agreed and accepted that provisions of the Act will apply.

52. Seal of the Association :

The association shall have a common seal which shall be in the custody of the Secretary, and shall be used only under the authority of a resolution of the Board and every deed or instrument to which the seal is affixed shall be attested for or on behalf of the Association by atleast one or two members of the Board and the Secretary or any other person authorised by the Association in that behalf.



CHAPTER - X
AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

53. Amendments of Bye-laws :

These bye-laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 75 percent of the total value of all units in the "SUN CITY Phase II" CONDOMINIUM as shown in the declaration. *N L Yachew*



M/s KUKREJA INFRASTRUCTURES
THROUGH ITS PARTNER,



SHRAWAN s/o. GHANSHYAMDAS KUKREJA
THE GRANTOR

WITNESSES:

1)

[Signature]



2)

[Signature]
N L Yachew

