

The affairs of the Association shall be governed by a Board.

24) POWER OF DUTIES OF BOARD :

The Board shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are by these bye-laws directed to be exercised and done by the owners of apartments.

25) OTHER DUTIES :

In addition to the 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 "PIONEER TULIP" Apartments Association and the common areas and facilities.
- b) Collection of monthly assessment from the owners or occupiers of apartments.
- c) Designation, employment remuneration and dismissal of the personnel necessary for the maintenance and operation of the "PIONEER TULIP" Apartments Association.
- d) To provide for the manner in which the audit and accounts of the Association shall be carried out.
- e) To inspect the accounts kept by the Secretary and/or the 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 daily by one of the members of the Board authorized in this behalf.
- h) To hear and deal with complaints.

26) MANAGER:

The Board may employ for the association a Manager at compensation determined by the Board to perform such duties and services as the Board shall authorise including but not limited to the duties listed in Bye-Laws 20.

27) ELECTION AND TERM OF OFFICE:

At the First Annual Meeting of the Association the term of Office of a Manager shall be fixed for three years. The terms of office of Two Manager shall be fixed at two years and the term of office of the one manager shall be fixed at one year. At the expiration of the initial term of office of each respective manager his successor shall be elected to serve a term of three years. The Manager shall hold office until his successor has been elected.

28) VACANCIES:

Vacancies in the Board caused by any reason other than removal of a Manager by a vote of Association shall be filled by Vote of the majority of the remaining Managers, even though they may constitute less than a quorum and each person so elected to serve a term of three years. The manager shall hold office until his successors has been elected.

29) VACANCIES:



Vacancies in the Board caused by any reason other than removal of a Manager by a vote of Association shall be filled by Vote of the majority of the remaining Managers, even though they may constitute less than a quorum and each person so elected shall be a Manager until a successor is elected at the next annual meeting of the Association.

30) REMOVAL OF MANAGER:

In any regular or special meeting duly called anyone or more of the Managers may be removed with or without cause by a majority of the apartment owners and a successor may then and there be elected to fill vacancy thus created. Any Manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

31) ORGANISATION MEETING:

The first meeting of newly elected board shall be held within ten days of election at such place as shall be fixed by the Manager at the meeting at which such Manager was executed and no notice shall be necessary to the newly elected manager in order to constitute such meeting provided a majority of the whole Board shall be present.

32) REGULAR MEETING:

Regular meeting of the Board may be held at such time and place as shall be determined from time to time by a majority of Managers, but at least two such meeting shall be held during each year. Notice of regular meeting of the Board shall be given to each Manager personally or by telegraph at least three days prior to the day named for such meetings.

33) SPECIAL MEETINGS:

Special Meetings of the Board may be called by the president on three days notice to each Manager given personally or by telegraph which notice shall state the time, place (as herein before provided) and purpose of the meeting. Special Meeting of the Board shall be called by the president or Secretary in like manner and on like notice on the written request of at least three Managers.

34) WAIVER OF NOTICE:

Before or at any meeting of the Board any Manager may in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board no notice shall be required and any business may be transacted at such meeting.

35) QUORUM:

At all meetings of the Board one third of the total strength of the Managers shall constitute a quorum for the transaction of business and the acts of the Managers present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there be less than a quorum present the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting any business which might have been transacted at the meeting as originally called for may be transacted without further notice provided there is a quorum present.

36) FIDELITY BONDS:

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



CHAPTER - 5OFFICERS37) **DESIGNATION:**

The Principal officers of the Association shall be a president, a vice president a Secretary and a Treasurer all of whom shall be elected by and from the Board. The Board may appoint an Assistant Treasurer and a Assistant Secretary and such other officers as in their judgment may be necessary (in the case of an Association of one hundred owners or less, the offices of Treasurer and Secretary may be filled by the same person).

38) **ELECTION OF OFFICERS:**

The Officers of the association shall be elected annually by the Board at the Organization meeting of each Board and they shall hold office at the pleasure of the Board.

39) **REMOVAL OF OFFICERS:**

Upon an affirmative vote of a majority of the members of the Board any officer may be removed, either with or without cause and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

40) **PRESIDENT:**

The President shall be the Chief Executive Officer of the Association. He shall preside at all meeting of the Association and of the board. He shall have all of the general powers and duties which are usually vested in the office of the PRESIDENT 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.

41) **VICE - PRESIDENT:**

The Vice President shall take the place of the president and perform his duties whenever the President shall be 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 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.

42) **SECRETARY:**

The Secretary shall keep the minutes of all the meeting 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 the Secretary.

43) **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 money 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 - 6

OBLIGATION OF THE APARTMENT OWNERS

44) ASSESSMENTS:

All owners are obliged to pay monthly assessment imposed by the Association to meet all expenses relating to the "PIONEER TULIP" APARTMENTS ASSOCIATION which may include an insurance premium for a policy, to cover repairs and construction work in case of hurricane, fire, earthquake or other hazard or calamity. The Assessment shall be made pro-rata according to the value of the apartment owners, as stipulated in the Declaration. Such assessments shall include monthly payments to a General Operating Reserve and Reserve Fund for Replacements.

45) MAINTENANCE AND REPAIRS:

1) Every owner must perform promptly, all maintenance and repair work within his own apartment which if omitted would be effected by the "PIONEER TULIP" Apartments Association in entirety or in a part belonging to other owners apartments being expressly responsible for the damages and liabilities on his part that may endanger the property of the other Apartments of the Association.

2) All the repairs of internal installations of the apartment such as water, light, power, sewage, sanitary, installations, doors, windows all other accessories belonging to the apartment area shall be at the expenses of the apartment owner concerned.

3) An owner shall reimburse the association for any expenditure incurred in repairing or replacing any common areas and facility damages through his fault till 75% of the building is handed over/and of the Sale Deeds are executed whichever is earlier.

4) That it is Agreed that the Maintenance of the Flat scheme shall only vest with the Nominee of the Vendor/Developer and the same shall be not changed in any circumstances and the Maintenance charges fixed by the Vendor shall be finding on the Purchaser(s).

5) That the maintenance charges shall be paid by the Flat Owner/Flat occupier whether the flat is occupied or not from the date of possession/sale deed whichever is earlier without any demur to the Committee Formed by the Members as may be mutually agreed by the Committee. The Flat Purchasers shall further pay a sum of Rs.1, 50,000/- towards the fund to be created for the maintenance, which shall be kept in a fixed deposit and the interest amount to be utilized for grave emergencies. The Developer/Grantor shall not be responsible for delay in payment of Association amount, however for the delayed payment of maintenance of Rs.1, 50,000/- the Committee members shall charge/recover 18% interest from the respective member/units owners. In case of any default on the occupier whether he is the owner/tenant holding over for consecutive three months, the management/granter/committee shall be legally entitled to disconnect the essential supplies to the said flat, for which the Purchaser/Occupier/Flat Owner/Tenant/person holding over shall have no notice thereof and shall not raise any grievance in this regard and in such circumstances, the matter/dispute shall be referred to the Arbitration of M/s, A. Kumar and Associates, Advocates, 201, Laxmi apartments, Civil Lines, Nagpur - 440 001, who shall appoint any of their Associates as a Arbitrator and the jurisdiction of all other Courts including the Consumer Courts shall be ousted.

6) That any of the Purchaser/Co-owner in the event of letting out the premises/apartment on rent after the period prescribed in clause 5 aforesaid, he shall take a written permission from the condominium and in the event of tenancy, the Owner of the apartment shall be liable to pay the maintenance as may be fixed by the Administration of the PIONEER TULIP Association. In the event of the Owner/purchaser/vendor not

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complying with the aforesaid provision, he shall not be inducted as a member and shall not be entitled to use the common amenities of the scheme, however this may be regularized by the Governing body on payment of twice of the amount as aforesaid paid as penalty. It is made clear that the tenant if any shall not use the premises for commercial use and shall not cause any nuisance and in the event the resolution is passed by the Condominium that the tenant is causing nuisance and is not required in the building, the same shall be intimated to the Owner and in the event of the Purchaser/Owner of the Apartment not taking any action within one month to evict the tenant, the Association is automatically empowered to take legal action against the tenant and in such circumstances, the Owner of the Tenement shall reimburse all the expenses of the litigation and shall be liable to pay damages at the rate of Rs. 5,000.00 per month to the condominium and shall not be entitled to obstruct the legal proceedings filed on his behalf against the tenant.

46) USE OF APARTMENT : INTERNAL CHANGES:

- 1) All apartments shall be used for the purposes for which they are purchased by the apartment owner and shall be utilized for residential purpose only.
- 2) No Owner shall not make any structural modifications or alteration in his apartments or installation located there in without previously notifying the Association in writing, through the President of the Board if no Manager is employed. The Association shall have the obligation to answer within thirty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification, alteration or installation. The flat owners shall not use the flat for commercial use, office, clinic, dispensary, hospital or any other purposes which may cause nuisance to the other occupiers.

47) RIGHT OF ENTRY:

- 1) The apartment 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 threatening his apartment whether the owner is present at the time or not, however this shall not be a restraint for the Grantor or any of its representative.
- 2) The apartment owner shall permit other owners or their representatives when so required to enter his apartment for purpose of performing installations, alterations or repairs, the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency such right of entry shall be immediate.

48) RULES OF CONDUCT:

- 1) No resident of the "PIONEER TULIP" apartment ASSOCIATION shall post any advertisements or posters of any kind in or on the building except as authorised by the association.
- 2) 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 Bye-laws or regulations and in the event of any objection being raised by any of the occupant to the said pet/animal, the apartment owner shall ensure that the said animal is removed from his apartment forthwith and in default he shall pay penalty of Rs. 200/- per day till the said animal is removed.
- 3) It is prohibited to hang garments, rugs etc. from the window, balconies or from any of the facades of "PIONEER TULIP" ASSOCIATION.
- 4) It is prohibited to dry clothes, do dust rugs, etc. from the windows or to clean rugs etc. by beating on the exterior part of the said apartments in the Association.

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5) It is prohibited to throw garbage or trash outside the disposal installation 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 dust bin.

6) No owner, resident shall install wiring for electrical or telephone installation, television antenna, machine or air conditioning units etc. on the exterior of the "PIONEER TULIP" OR THAT protrude through the walls or the roof of that condominium except as authorised in writing by the Association.

CHAPTER - 7

FUNDS AND THEIR INVESTMENTS

49) FUNDS :

Funds may be raised by the association in all or any of the following ways: namely

- a) By Shares
- b) By contributions and donation from the apartment owners.
- c) From common profits which shall form the nucleus of the Reserve fund.
- d) By raising loans, necessary, subject to such terms and conditions as the Association with the approval of the Competent Authority may determine in this behalf.

50) INVESTMENTS:

The Association may invest or deposit funds in one or more of the following

- a) In the Central Co-operative Bank or in the State Co-operative Bank or Nationalised Bank,
- b) In any of the securities specified in section 50 of the Indian Trust Act, 1882, or
- c) In any Co-operative Bank or Society carrying on Banking Business other than those referred to in above clauses (a) Of this Bye-Law or in any banking Company approved for this purpose by the Association.

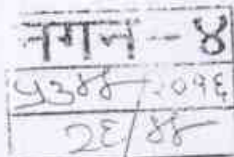
51) AFFILIATION :

Should there be any federation of Apartment Owners in the locality in which the "PIONEER TULIP" ASSOCIATION 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 as per the rules thereof.

52) ACCOUNTS :

1) A Banking account shall be operated by the Association into which all money received on behalf of the Association shall be paid provided that the Secretary may retain in his personal custody an amount not exceeding Rs. 5000/- (Five Thousand Only) for petty expenses. All payments above Rs. 5000/- (Five Thousand Only) shall be made by Cheques signed by the Secretary and one member of the Board.

2) Each apartment owner shall have a pass book in which the secretary shall enter amounts paid or received for his share, in receipts of profits from common areas and contributions towards common expenses and his share of assessment and other dues, if any in respect of his apartment.



3) The Association shall on or before 30th April in each year publish an audited annual financial statement in respect of the common area and facilities containing:

- a. The Profit and Loss account.
- b. The receipt 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 giving such particulars as disclosed, the general nature of these liabilities and assets and how the value of fixed assets has been arrived at.

4) The audited financial statement shall be open to inspection of any member of the Association during Office hours and in the Office of Association and a copy the Bye-laws of shall be submitted to the Competent Authority not later than 31st May every year.

5) Every financial statement shall be accompanied by a complete list of the apartment owners. There shall also accompany the financial statement period upto what date profits and expenses of common areas are included.

53) PUBLICATION OF ACCOUNTS AND REPORTS:

A copy of the last financial statement and of the report of the auditor if any shall be kept in a conspicuous place the office of the Association.

54) APPOINTMENT OF AUDITORS:

The Association shall appoint at its general meeting an auditor for the accounts of the Association to be prepared by the Board as herein before provided and shall examine the annual return and verify the same with the accounts relating there to 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, untouched or not in accordance with law.

55) POWER OF AUDITOR:

The Auditor shall be entitled to call for and examine any paper or documents belonging to the Association relating to the common areas and facilities and common expenses and shall make special reports to the Association upon any matter connected with the accounts which appears to him to require notice.

CHAPTER - 8

MORTGAGES

56) NOTICES TO ASSOCIATION:

An owner who mortgages his apartment shall notify to the Association through the Manager, if any, or the President of the Board, the name and address of his mortgage and the Association shall maintain such information in a Book entitled "MORTGAGES OF APARTMENTS".

57) NOTICE OF UNPAID ASSESSMENTS:

The Association shall at the request of a Mortgagee of the apartment report any unpaid assessment due from the owner of such payment.

CHAPTER - 9

COMPLIANCE

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58) 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 provisions of the said Act, it is hereby agreed and accepted that the provisions of the Act will apply.

59) 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 of instrument to which the seal is affixed shall be attested for or on behalf of the Association by two members of the Board and the Secretary or any other persons authorised by the Association in that behalf.

CHAPTER - 10

AMENDMENTS

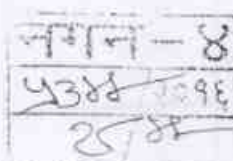
60) AMENDMENT OF BYE-LAWS:

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 number of apartments in the "PIONEER TULIP" Apartments Association as shown in the Declaration.

CHAPTER 11

SEVERABILITY

- 61) Notwithstanding hereto the bye-laws framed aforesaid and the areas enumerated in the Deed of Declaration are fiscal. The specifications stated in the Agreement are also for the sake of convenience. Every Owner/Purchaser shall be presumed to have inspected the specimen flat which is constructed and completed as per the specifications and is entitled to purchase the same as a Unit irrespective of the areas enumerated in this Deed, Agreement and Conveyance. No right shall accrue on any of the purchaser individually till the Sale Deed is executed and the right that shall vest with it is only for refund of the principal amount paid till according to his satisfaction and executing the Sale Deed.





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