6, comprising out of Survey No. 248, 257/2, 258/1-G & 258/1-K, 258/2, P.H. No. 42, admeasuring about 13,435.934 Sq. Mtrs. of Mouza Jamtha, situated at Jamtha, Tahsil Nagpur (Rural) & District Nagpur, known & styled as YASHODA is submitted to the Provisions of the Act.

4. OBJECTS OF ASSOCIATION:

(a) The objects of the Association shall be to be & to act as the Association of scheme owners of the building called **YASHODA** (hereinafter called '**THE SAID SCHEME**') who have filed their respective declarations submitting their bungalow/ row house & apartments to the provisions of the Act.

(b) To invest or deposit money.

(c) To provide for the maintenance, repairs & replacement of the common areas & facilities by contributions from the Row Houses & Apartments owners, & if necessary by raising loans for that purposes.

(d) To retain & rent or license if possible suitable portion of the common areas to outsiders for commercial purposes excluding the terrace, which is in the exclusive ownership of the Grantors & to distribute the common profits left after deducting the common expenses amongst the Bungalow/ row house/ Apartments owners as common profits or accumulate the same for building up reserve fund.

(e) To provide for & do all & any of the matters provided in the Sub-Section 2 of Section 16.

(f) To advance with the consent of Bungalow/ row house/ Apartments owners any short term loans, to any unit owner in case of any emergent necessity, & to provide for the repayment thereof in lump sum or in installments.

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(g) To establish & carry on, on its own account or jointly with individuals on Institution's education, educational, physical, social & recreational, activities for the benefits of the row house.

(h) To frame rules, with the approval of the general meeting of the Association & after consulting the competent authority & may establish a provident fund & gratuity fund if necessary, for the benefit of the employees of the Association.

(i) To do all things necessary or & otherwise provide for the welfare expedient for the attainment of the objects specified in these bye-laws.

(j) The Association shall not act beyond the scope of its objects without duly amending the provisions of these bye-laws for the purposes.

5. <u>MEMBERS OF ASSOCIATION</u>:

i. All persons who have purchased row house/s in the **YASHODA OWNERS ASSOCIATION'S** building & executed respective declaration under Section 5 submitting their Bungalows, Row Houses & Apartments to provisions of the act shall automatically be the members of the Association & shall pay the sum of One Hundred Rupee as entrance fee & may purchase at least one share of the face value of Rs. 100/- each. Each unit owners shall receive copy of the byelaws on payment of hundred rupees.

ii. Upon any unit owners selling his/her unit absolutely conveying the same by way of gift under his/her will or otherwise the purchaser or done shall automatically become a member on payment of the entrance fee of One Hundred Rupee. The share held by such owner shall be transferred to the name of such purchaser or done on payment of One Hundred Rupee of the Association.

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iii. On the death of an unit, his/her unit shall be transferred to the person who the bequeaths the same by his/her will, or to legal representative to his/her estate in case he/she has not made any specific bequests of the said unit. The name of the legatee or the names of the legal representatives jointly shall be entered in the Registrar of unit Owners maintained by the secretary for the purpose of administration of the YASHODA OWNERS ASSOCIATION, as unit owners. Where any legatee is a minor, the unit owners shall be entitled to appoint a guardian of such minor.

6. JOINT OWNERS:

Where an Bungalow / row house/ apartment has been purchased by two or more persons jointly they shall be jointly entitled to the row house & the shares of the Association shall be issued in their joint names, but the person whose name stands first in the share certificate shall alone have the right to vote.

7. HOLDING OF ONE SHARE COMPULSORY:

Every owner must hold at least one share of the association (Joint apartment owners holding the shares jointly).

8. DISQUALIFICATION:

No Bungalow / row house/ apartment owners shall be entitled to vote on the question of the election of members of the board or the President, Secretary, Treasurer or any other office bearer or be entitled to stand for election to such office if he is an arrears on the last day of the year in respect of his/her contribution for the common expenses in Association for more than 60 days.

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9. VOTING, QUORUM & PROXIES :

(a) **VOTING:** Voting shall be on a percentage basis & the percentage of the vote to which the owner is entitled is the percentage assigned to the family unit or units in this Declaration.

(b) **QUORUM:** Except as otherwise provided in these byelaws, the presence in person of a Majority of owners shall constitute a quorum.

(c) **VOTES TO BE CASE IN PERSON:** Votes shall be cast in person only.

10. ADMINISTRATION:

(a) **POWERS & DUTIES OF ASSOCIATION:**

The Association will have responsibility of administrating the **YASHODA OWNERS ASSOCIATION**, approving the Annual Budget establishing & collecting monthly assessment & arranging for the management of the Association in an efficient manner, except as otherwise provided resolutions of the Association shall require approval by Majority of owners, casting of votes in person.

(b) **PLACE OF MEETING:**

Meeting of the Association shall be held at suitable place convenient to the owners as may from time to time be designated by the association.

(c) **ANNUAL MEETING:**

The first Annual Meeting of the Association shall be held as per the convenience of unit owners. There after the annual meetings of the association shall be held on the same day of each succeeding year. At such meeting there shall be election by ballot of the ~~unit~~ owners a board of Manager in accordance with the

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requirement of bye-laws 12. The owners may also transact such other business of the association as may properly come before them.

(d) **SPECIAL MEETING:**

It shall be the duty of the President to call a special meeting of the row house owners as directed by a resolution of the board or upon a petition signed by a majority of the owners & 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 authorized by him in this behalf. The notice of special meeting shall state the time & place of such meeting & the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice without the consent of four fifth of the owners present in person.

(e) **NOTICE OF MEETING:**

It shall be the duty of the Secretary to mail or sent a notice of each annual or special meeting stating the purpose thereof as well as the time & place where it is to be held to each row house owner, at least 2 but not more than 7 days prior to such meeting the mailing or sending the notice in the manner provided in this bye-laws shall be considered as notice served. Notices of all meeting shall be mailed or sent to the Housing Commissioner as the case may be by Registrar.

(e) **ADJOURNED MEETING:**

If any meeting of owners cannot be organized because of quorum has not attended the owners who are present, may adjourn the meeting to a time not less than forty eight hours from the time the original meeting was to be held. It shall be held that the owners present in person being not less that two shall from the quorum.

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(f) ORDER OF BUSINESS:

The order of business at all meetings of the owners of units shall be as follows:-

(a) Roll call;

(b) Proof of notice of meeting or waiver of notice;

(c) Reading of minutes of proceeding meeting;

(d) Reports of officers;

(e) Report of Housing Commissioner, or the registrar or the officer duly authorized by them;

(f) Report of committees;

(g) Election of board of Managers;

(h) Unfinished & New business if any;

11. <u>BOARD OF MANAGERS</u>:

(a) MANAGEMENT OF ASSOCIATION:

The affairs of the association shall be governed by a Board of Managers.

(b) POWERS & DUTIES OF THE BOARD:

The board of Manager shall have the powers & duties necessary for the administration of the affairs of the association & may do all such acts & things, as are not by govern law or by these bye-laws directed to be exercised & done by the owners.

(c) 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:

i. Care, upkeep & surveillance of the YASHODA & the common areas & facilities & the restricted common areas & facilities.

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ii. Collection of monthly assessment (common expenses) from the owners.

iii. Designation, employment, remuneration & dismissal of the personal necessary for the maintenance & operation of the **YASHODA**, the common areas & facilities & the restricted common areas & facilities.

iv. To provide for the manner in which the audit & accounts of the association, shall be carried out.

v. To inspect the accounts kept by the secretary & or the treasurer & examine the registers & accounts books & take steps for the recovery of all sums due to the association.

vi. To sanction working expenses, account, cash balance & deal with other miscellaneous business.

vii. To see that cash book is written up promptly & is signed daily by one of the members of the board authorized in this behalf.

viii. To hear & deal with complaints.

(f) **MANAGER:**

The board may employ for the Association a Manager at compensation determined by the board to perform such duties & services as the board shall authorize including but not limited to the duties listed in byelaw 11 (c).

12. Election & terms of offices at the first annual meeting of the association, the term of office to two managers shall be fixed for three years. The term of two office managers shall be fixed at two years, & the term of office of one manager shall be fixed at one year. At the expiration of initial term of office of such respective manger his successor shall be elected to serve a term of three years. The manager shall hold office until their successor has been elected & hold their first meeting (if Initial Board of

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Managers is contemplated the term of office should be established in a similar manner so that they will expire in different year).

13. VACANCIES:

Vacancies in the board of managers caused by any reason other than the removal of manager by a vote association shall be filled by vote of the majority of the remaining managers, event though they may constitute less than quorum & each person so elected shall be manager until as successor is elected at the next annual meeting of the association.

14. REMOVAL OF MANAGERS:

At any regular or special meeting duly called by any one or more of the managers may be removed with or without cause by majority of the row house owner & a successor may be & they 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.

15. ORGANIZATION MEETING:

The first meeting of newly elected board of managers shall be held within 10 days of election at such place as shall be fixed by managers at the meeting at which such manager were elected & no notice shall be necessary to the newly elected managers in order legally to constitute such meeting, provided a majority of the whole board shall be present.

16. REGULAR MEETING:

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

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17. SPECIAL MEETING:

Special meeting of the board may be called by the President on three days notice to each manager, given personally or by mail or telegraph, which notice shall state the time, place (as hereinabove provided) & purpose of meeting, special meeting of the board shall be called by the President or Secretary in like notice on the written request of at least three managers.

18. WAIVER OF NOTICE:

Before or at any meeting of the board any manager may in wiring waiver notice of such meeting & such waiver shall be deemed equivalent to 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 an any business may be transacted at such meeting.

19. QUORUM:

At all meeting of the board, one third of the total strength of managers shall constitute a quorum for the transaction of business & the acts of the manager present at the meeting at which a quorum is present shall be 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 omitting was originally called may be a transaction without further notice provided there is quorum present.

20. FIDELITY BONDS :

Board may require that all officer & employees of the association handling or responsible for association funds shall furnish fidelity bonds. The premiums on such bonds shall be paid by the association.





21. OFFICER :

(a) **DESIGNATION:**

The principal officer of the association shall be a President, Secretary & Treasurer, all of whom shall be elected by & from the board of managers. The board may appoint Assistant Secretary, & such other officer as in their judgment may be necessary.

(b) **ELECTION OF OFFICERS:**

The officers of the association shall be elected annually by the board of managers at the organization meeting of each new board & shall hold office at the pleasure of the board.

(c) **REMOVAL OF OFFICER:**

Upon an affirmative vote of majority of the members of the board & officers may be remove either with or without cause & his successors elected at any regular meeting of the board or at any special meeting of the board called for such purpose.

(d) **PRESIDENT:**

The President shall be the chief executive officer of the association. He shall preside at all the meetings of the association & of the board. He shall have the general power & duties which usually vested into the office of the President of an association including but not limited to power to appoint committee among the owners from time to time as he may in his discretions decide to assist in the conduct of the affairs of the association.

(e) **VICE PRESIDENT:**

The Vice President will take the place of President & perform his duties when 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 as to act interim basis. The Vice President shall also perform such other duties as shall, from time to time, imposed upon him by board.

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(f) **SECRETARY:**

He shall be responsible to call the meetings of the association from time to time (whether general body meeting or extra-ordinary meeting or any other meeting as may be required). He shall also be responsible to issue the notices of all such meetings to the members of the association well in advance as prescribed earlier or as per law. He shall keep the minutes of all the meetings of the association. He shall have charge of such books & papers as the board may direct. He shall also be liable to administer the entire administration of the association.

(g) **TREASURER:**

He shall be responsible for the association funds & securities & shall also be responsible for keeping full & accurate accounts of all receipts & 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 depositaries as may from time to time be designated by the board of managers.

22. <u>OBLIGATION OF ROW HOUSE OWNERS</u>:

<u>ASSESSMENT</u>: All owners are obliged to pay monthly assessments imposed by the association to meet all expenses relating to **YASHODA OWNERS ASSOCIATION** which may include an insurance premium for a policy to cover repair & construction work in case of hurricane, fire, earthquakes or other hazard or calamity. The assessment shall be made pre/rate according to the value of the unit owned as stipulated in the declaration such assessment such include monthly payments to General Operation Reserve & Reserve Fund of replacement.

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23. MAINTENANCE AND REPAIRS:

(i) Every owner must perform promptly all maintenance & repair work within his own unit which if omitted would affect the **YASHODA** association building in entirely or in a part belonging to other owners, being expressly responsible for the damages & liabilities that his/her failure to do so many endanger.

(ii) All repairs of internal installation of the unit such as water, light, gas, power, sewage, telephone, air-conditioner, sanitary installation, doors, windows, lamps & all other accessories belonging to the unit area shall be at the expenses of the row house owners concerned.

(iii) All owners shall reimburse the association for any expenditure incurred in repairing or replacing any common area & facility damaged through his fault.

24. 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, through the President of the board if no manager is employed. The association shall have the obligation to answer within thirty days & failure to do so within the stipulated item shall mean that there is no objection to the proposed modifications, alterations or installation.

25. USE OF COMMON AREAS & FACILITIES:

An owner shall not place or cause to be placed in common areas & facilities of **"YASHODA"** owners association & facilities as a similar nature both common & restricted and furniture, packages

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or objects of any kind such areas shall be used for no other purpose than for normal transit through them.

26. RIGHT TO ENTRY :

(i) An owner shall grant the right of entry to the manager or to any other person authorized by the board to association In case of emergency originating in or threatening his unit whether the owner is present at the time or not.

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

27. RULES OF CONDUCT:

(I) No resident of **YASHODA OWNERS ASSOCIATION** shall post any advertisements, or posters of any kind in or the building or any part thereof except as authorized by the association.

(ii) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, amplifiers that may disturb other residents keeping domestic animals shall abide by the municipal sanitary bye-laws or regulations.

(iii) It is prohibited to hang garment, rugs etc. from window, balconies or from any of facades of the row house.

(iv) It is prohibited to dust rags etc. from windows or to clear rugs etc. by loading on the exterior part of the row house.

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(v) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas. If such installations are not provided all garbage or thrash shall be collected in a vessel & thrown in the Municipal/ Grampanchayat dustbin only.

(vi) No owner, resident or lease shall install wiring for electrical or telephone installation, television antenna, machines or air conditioning units etc. on the exterior of the unit buildings or that produce through the walls of the roof of that unit building except as authorized by the association.

28. FUNDS & THEIR INVESTMENTS:

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

i) By shares;

ii) By contribution & donations from Row Houses & Apartments owners;

iii) By common profits which shall from the nucleus of the Reserve Fund;

iv) By raising loans if necessary to such terms & conditions as the association, with approval of competent authority may determine in his behalf.

29. THE ASSOCIATION MAY INVEST OR DEPOSIT ITS FUNDS IN ANY ONE OR MORE OF THE FOLLOWING:

i) Any nationalized bank, co-operative Bank, Central or State;

ii) In any securities specified in Section 20 of the Indian Trust Act, 1882 or

iii) Any banking company approved for this purpose by the

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30. ACCOUNTS:

i) The audited accounts shall be placed before the General Meeting of the association, & the directions for the future if any shall be binding on the office bearers.

ii) Each unit owner shall have a pass book in which the Secretary shall enter accounts paid to the or received for his share in receipts of profits from common areas & contributions towards common expenses, & his share of assessment & other dues if any, in respect of his unit.

31. COMPLIANCE:

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

33. SEAL OF ASSOCIATION:

The association shall have a common seal which shall be in custody of the Secretary & shall be used only under the authority of a resolution of the board of managers & every deep of instrument to which seal is affixed shall be attested for on behalf of the association by two members of the board & Secretary or any other person authorized by the association in that behalf.

34. AMENDMENTS OF BYE LAWS OF APARTMENT OWNERSHIP:

AMENDMENT BYE LAWS: These bye-laws may be amended by association in a duly constituted meeting for such purpose & no amendment shall take effect unless approved by the owners representing at least 51% of the total values of all units in the **YASHODA** as shown in the declaration.

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