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(1986)

DECLARATION UNDER SECTION 11 OF M.A.C. ACT 1970

In the City of Bombay at Pali Hill Estate, Pali Hill, Village SG Danda, Bombay 400 052 on this 5th day of September One thousand nine hundred and eighty-six SHRI SHREECHANDRA SANSARCHAND GOHAL of Bombay Indian Inhabitant hereinafter referred to as "GRANTOR" who is fully empowered and qualified to execute this Deed do hereby state:

FIRST:- That the Grantor own the following land situate at Pali Hill Estate, Pali Hill, Village Danda, Bombay-400 052. Plot No.27 of the private scheme of Union Land & Building Society Ltd., measuring 592.23 square yards i.e. 495.035 square metres or thereabouts which is bounded as follows: On or towards the North by the road of the Scheme of Union Land & Building Society Ltd.; On or towards the South by vacant plot; On or towards the East by the Plot No.28 of the Scheme of Union Land & Building Society Ltd.; and On or towards the West by the road of the Scheme of Union Land & Building Society Ltd.

SECOND:- By an Agreement for Sale dated 29th day of July 1974

the Grantor herein had agreed to sell, transfer and convey the above said land in favour of Mr.Yusuf Hasan Rizvi the sole proprietor of M/s.Rizvi Construction therein called the Purchaser at or for the price and on the terms and conditions contained therein and pursuant to the said Agreement for sale dated 28th July 1974 the Rizvi Construction, the sole proprietary firm of the said Mr.V.L. Rizvi, constructed on the parcel of land described above a building known as "Friendship Apartments". The postal address of the Building is:- "Friendship Apartments", 27, Pali Hill, Village Dandia, Bombay-400 053.

TERMS:- That the said building consists of a ground floor and two upper floors, consisting of individual apartments all for residential purposes AND two garages. The ground and two upper floors are all capable of individual utilisation on account of having their own exit to a common area and ⁵⁶ facilities of the building and the apartments will be sold to one or more owners each owner obtaining a particular and exclusive property right thereto and each apartment constituting a heritable and transferable immoveable property within the meaning of any law for the time being in force in the state (hereinafter referred to as "Family Units") and also an undivided interest in the general and/or restricted common areas and facilities of the

building as listed hereinafter in this Deed necessary for their adequate use and enjoyment and hereinafter referred to as "general and/or restricted common areas and facilities" all of the above in accordance with the Maharashtra Apartment Ownership Act, 1970.

FOURTH:- That the aforesaid building has a total building area of 495.085 square metres of which 3548.34^{sq} square metres SG will constitute family units and the balance area will constitute general and/or restricted common areas & facilities.

FIFTH:- That this condominium shall be known as "Friendship Apartments" condominium and that the family units and common areas & facilities of the building will be as follows:

- a) Family Units on all floors there
 - 1. Ground floor 2 nos.
 - 2. First floor 2 nos.
 - 3. Second floor 2 nos.

The said family units will be numbered consecutively. Those of the ground floor will bear the Nos.1 and 2. Those of the first floor will bear the numbers 3 and 4 and those of second floor will bear numbers 5 and 6. The family units are described in "Schedule of Apartments" attached. The measures of a family unit include all the outside walls and one half of the apartments partitions but excluded bearing walls.

b) Common areas and facilities:-

- a) The parcel of land described in paragraph first of this Deed.

b) Parking facilities as shown in Ex."A" attached hereto and consisting of 2 lots Nos. of area 20ft X 40ft on the north and south side of building square metres.

- c) The following facilities located throughout the building and shown in Exhibit "A".

- 56 1) A stairway of 25 ft x 8 ft square metres which leads from the ground floor to the roof of the building.
- 11) Terrace on 3rd slab accessible from the stairway.
- 111) Water tank located on the roof of the building.
- 1V) Common plumbing net work throughout the building.
- V) Common electric wiring net work throughout the building.
- VI) Common necessary light connections.
- VII) The foundations and main walls, columns, girders, beams and roofs of the building as described in the Plans which form part of this Deed as Exhibit "A" hereof.
- VIII) Suction tank, pumps, motors for common use.
- IX) Compound wall, gate, road, drainage.
- d) Restricted common areas and facilities restricted to the family units of each respective floors - Nil.

Not applicable.

SIXTH:- a) That the right, title and interest of each owner of a family unit in the general common area & facilities listed under letters (1) to (IX) of a sub-paragraph B of paragraph 5 and their proportionate share in the profits and common areas & facilities, as well as the proportionate representation for voting purposes in the meeting of the Association of Apartment Owners of the "Friendship Apartments Condominium" is based on the proportionate value of each unit to the total value of all family units as per attached statement "Schedule of Family Units".

b) The proportionate representation for voting purposes provided in (a) hereof may be limited in accordance with the provisions of the Bye-Laws attached hereto as Exhibit "B".

c) Apartment/Apartments and the percentage of undivided interest in the common areas and facilities appertaining to APARTMENTS' each Apartments are not encumbered in any manner whatsoever on the date of this declaration.

SEVEN:- That the administration of 'Friendship Apartment' Condominium consisting as aforesaid of the building and parcel of land described in paragraphs first and fifth of this Deed shall be in accordance with the provisions of the Bye-Laws which are made a part of this Deed and are attached as Exhibit 'B'.

EIGHT:- That as appears above a plan of Apartment Ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment Ownership Act, 1970, so that the Family Units of all the floors may be conveyed and registered as individual properties capable of independent use, on account of each having its own exit/a common area and facility of the building, each Family Unit Owner having an exclusive and particular right, title and interest over his respective Family Unit and in addition the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities.

NINE:- That for the purpose of stamp duty and registration fees to be imposed on the registration of this Deed in the Registrar of Declaration and Deeds of Apartment under Section 13 (5) the value of the Friendship Apartments Condominium is distributed as follows:-

a) Parcel of land described in paragraph first

SG hereof is valued at Rs. 60,000/- (Rupees

SG Sixty thousand only -----).

b) The building described in paragraphs second and third hereof is valued at Rs. 144920 /-(Rupees

SG

Cue Lakh forty one thousand nine hundred twenty only

TEN:- That so long as the Grantor owns one or more of the family units, the Grantor shall be subject to the provisions of this Deed and of the Exhibits "A" & "B" attached hereto and the Grantor covenants to take no action which will adversely affect the rights of Association of Apartment Owners with respect to assurances against latent defects in the building or other rights assigned to the Association by reason of the establishment of the FRIENDSHIP APARTMENTS CONDOMINIUM.

ELEVEN:- That the general and/or restricted common areas and facilities shall remain undivided and that no owner shall bring any action for partition or division thereof.

TWELVE:- That the percentage of the undivided interest in the general and/or restricted common areas and facilities established herein shall not be changed except with the unanimous consent of all the Apartment Owners expressed in amendment to this Deed duly registered.

THIRTEEN:- That the undivided interest in the general and/or restricted common areas and facilities shall not be separated from the family unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the Conveyance or other instrument.

FOURTEEN:- That each Apartment Owner shall comply with the provisions of this Deed, By-Laws, decisions and resolutions of the Association of Apartment Owners or its representative, and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover sums due for damages, or for injunctive relief.

FIFTEEN:- That the dedication of the property to the

plan of Apartment Ownership herein shall not be revoked or the property removed from the Plan of Apartment Ownership, or any of the provisions herein amended unless all the Apartment Owners and the Mortgagees of all the Mortgages covering the Units unanimously agree to such revocation, or amendment, or removal of the property from the Plan by duly registered instruments.

SIXTEEN:- That no Apartment Owner of a Family Unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general and/or restricted common areas and facilities or by the abandonment of his Family Unit.

SEVENTEEN:- All sums assessed by the Association but unpaid for the shares of the common expenses chargeable to any Family Unit shall constitute a charge on such Family Unit prior to all other charges except only 1). Charge, if any, on the Family Unit for payment of Government or Municipal taxes or both and 2) sums unpaid on a first Mortgage of the Apartment.

EIGHTEEN:- That all present or future owners, tenants, future tenants or any other person that might use the facilities of the building in any manner, are subject to the provisions of this Deed and that the mere acquisition or rental of any of the Family Units of the building or the mere act of occupancy of any of the said Units shall signify that the provisions of this Deed are accepted and ratified. The respective Family Units shall not be rented or given on leave and licence or care taker basis by the Apartment Owners thereof for transient or hotel purposes, which shall be defined as (a) rental compensation or compensation for period less than thirty days or (b) any rental or if the occupants of the Family Unit are provided customary hotel or boarding or lodging or paying guest services other than the foregoing obligations,

the Apartment Owners of the respective Family Units shall have the absolute right to lease such Unit or give it on leave & licence or care taker basis provided is made subject to the covenants and restrictions contained in this Declaration and further subject to Bye Laws in Exhibit "B" attached hereto.

THIRTEEN:- That if the property, subject to the Plan of Apartment Ownership is totally or substantially damaged or destroyed, the repair, reconstruction or disposition of the property shall be provided ^{by} the Maharashtra Apartment Ownership Act, 1970.

FOURTEEN:- That where a family unit is sold by a Mortgagee in exercise of his powers of sale under an English Mortgage or by a Court in execution of a decree in a suit brought by a Mortgagee against the Owner of such Family Unit, then neither the Mortgage nor the Purchaser who derives title to the Family Unit at such sale, or his successors or assigns shall be liable for assessments by the Association Acquirer, it being understood, however, that the above shall not be construed to prevent the Association of Apartment Owners from filing and claiming charge for such assessments and enforcing same as provided by law, and that such charge shall be subordinate to such Mortgage.

FIFTEEN ONE:- That in a voluntary Conveyance of a Family Unit the Grantee of the Unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association of Apartment Owners against the latter for his share of the common expenses upto the time of the grant or conveyance, without prejudice to the Grantee's right to recover from the Grantor the amounts paid by the Grantee thereof for period prior to his occupation or purchase agreement. However, any such Grantee shall be entitled to a statement from the Manager or Board of Managers of the Association, as the case may be, setting forth the

amount of the unpaid assessments against the Grantor for period prior to occupation or purchase agreement of Apartment due to the Association and such Grantees shall not be liable for nor shall the Family Unit conveyed, be subject to a charge for any unpaid assessments made by the Association of the Apartment Owners against the Grantor in excess of the amount therein, set forth.

FAMILY UNIT:- That the Manager or Board Managers of the Association shall obtain and continue in effect blanket property Insurance in form and amounts satisfactory to Mortgages held. First Mortgages covering Family Units but without prejudice to the right of the Owner of a Family Unit to obtain individual Family Unit Insurance.

FAMILY PREMIUM:- That Insurance Premium for any blanket Insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association of Apartment Owners and that such payment shall be held in a separate account of the Association and used solely for the payment of the blanket property Insurance premiums as such premiums become due.

JOLENDLY DECLARED at Bombay by)
the withinnamed Declarant (SIRI)
STRASICHANDRA BAMBACHAND)
GOHAL aforesaid this 5th)
day of September 1986.)

Buresh Gohal

Before me,

Identified by me,

For Mr. Madhesh Baidya

Shri. Indrani

Advised for Registration
U/S no 3056/86 5th
Sept 1986

DECLARATION

O P

SHRI SURESHCHANDRA JAYASACHAND
GOHAL

M/s. Mahesh Junt & Co.
Advocates & Solicitors.

EXHIBIT 'B'

MODIFIED BYE-LAWS OF FRIENDSHIP APARTMENTS

CONDOMINIUM.

CHAPTER I

1. Short title and Application -

- (1) These Bye-Laws may be called the Bye-Laws of the FRIENDSHIP APARTMENTS CONDOMINIUM.
- (2) The provisions of these Bye-Laws shall apply to the Friendship Apartments Condominium.
- (3) All present of future owners, tenants, future tenants, of their employees, any other person that might use the facilities of the building in any manner, are subject to the regulation set forth in these Bye-Laws.
- (4) The mere acquisition or rental or taking or licence of any of the family units (hereinafter referred to as "Units") of the building or mere act of occupancy of any of the said units will signify that these bye-laws are accepted, ratified, and will be complied with.

2. Definitions :-

(1) In these Bye-Laws, unless the context requires:

(a) "Act" means the Maharashtra Apartment Ownership Act 1970.

(b) "Association" means the Association of all the Apartment Owners constituted by such owners for the purpose of the FRIENDSHIP APARTMENTS condominium;

(c) "Board" means of Board of Managers consisting of persons, all of whom shall be owners of apartments in the FRIENDSHIP APARTMENTS CONDOMINIUM;

(d) "Building" means the building located at Plot No.27, Palli Hill, Village Danda, Bombay - 400 052. and known as the FRIENDSHIP APARTMENTS CONDOMINIUM, and includes the land forming part thereof;

(e) "Declaration" means the Declaration which the owner of the building or all the owners of the building have executed and registered as provided in Section 2;

(f) "Majority" of Owners" means those owners, holding 51 per cent of the votes in accordance with the percentage assigned in the declaration;

(g) "Owner" of "Apartment Owner" means the person owning an apartment in the FRIENDSHIP APARTMENTS CONDOMINIUM;

(h) "Section" means a section of the Act.

(i) "Unit" means a Family Unit in the FRIENDSHIP APARTMENTS CONDOMINIUM;

(j) "Registrar" means the Registrar of Co-operative Societies.

(2). Words and expressions used in these Bye-Laws but not defined therein shall have the meaning respectively assigned to them in the Act.

3. **Apartment Ownership** – The building located at Plot No. 27, Union Park, Pali Hill, Village Danda, Bombay – 400 052 known as FRIENDSHIP APARTMENTS CONDOMINIUM is submitted to the provisions of the Act.

4. **Object of Association** –

(1) The objects of the Association shall be :-

- a) to be and to act as the Association of Apartment Owners of the building called as FRIENDSHIP APARTMENTS at Plot No.27, Pali Hill, Village Danda, Bombay – 400 052;
- b) to invest or deposit moneys ;
- c) to provide for the maintenance, repair and replacement of the common and facilities by contributions from the apartment owners, and if necessary, by raising loans for that purpose;
- d) to retain the rent or licence, if possible suitable portions of the common areas to outsiders for commercial purposes, and to distribute the common profits left after deducting the common expenses amongst Apartment Owners as common profits or accumulate the same for building up a reserve fund.
- e) To provide for and do all and any of the matters provided in sub-section (2) of section 16;
- f) To advance, with the consent of the Apartment Owners, any short term loans to any Apartment Owners in case of any emergent necessity and to provide for the repayment thereof in lump sum or in installments;

g) To establish and carry on, on its own account, or jointly with individuals or institutions, educational, physical, social and activities for the benefits of the apartment Owners ;

h) To frame rules, with the approval of the general meeting of the Association and after consulting the competent authority and may establish a provident fund and gratuity fund, if necessary, for the benefit of the employee of the Association ;

i) to do all things necessary or and otherwise provide for their welfare expedient for the attainment of the objects specified in these Bye-Laws;

(2) The association shall not act beyond the scope of its objects without duly amending of provisions of these Bye-Laws for the purpose.

5. Members of Association –

(1) All persons who have purchased apartments in the FRIENDSHIP APARTMENTS CONDOMINIUM shall automatically be the members of the Association, and shall pay the sum of Rupees one hundred as entrance fees and shall purchase at least one share of the face value of Rupees one hundred each. EACH APARTMENT OWNER SHALL receives a copy of the Bye-Laws on payment of Rupees one hundred.

(2) Upon any Apartment Owner selling his apartment or absolutely conveying the same by way of Gift under his will or otherwise, the purchaser or donee shall automatically become a member of the association, and shall be admitted as a member on payment of the

entrance fees of Rupees one hundred. The shares held by the apartment owner shall be transferred to the name of such Purchaser or donee on payment of RUPEES ONE HUNDRED to the Association.

(3) On the death of an Apartment Owner, his Apartment shall be transferred to the person or persons to whom he bequeaths the same by his will, or to the legal representatives of his estates, in case he has not made any specific bequest of the Apartment. The name of the legatee or the names of the legal representatives jointly shall be entered in the register of Apartment Owner maintained by the Secretary for the purposes of administration of the FRIENDSHIP APARTMENTS CONDOMINIUM as Apartment Owner or joint Apartment Owners, where any legatee is a minor, the Apartment Owners shall be entitled to appoint a guardian of such minor.

6. **Joint Apartment Owners :-** Where an apartment has been purchased by two or more persons jointly, they shall be jointly entitled to the apartment and 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 apartment owner must hold at least one share of the Association (joint apartment owners holding the shares jointly).

8. **Disqualification –** No apartment owner shall be entitled to vote on the questions 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 in arrears, of any sum due from him in respect of his contribution for common expenses, for more than 60 days on the last day of the year preceding the year in which the election to the Board will 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 Units or Units in the Declaration.

10. Quorum – Except as otherwise provided in these Bye-Laws, the presence in person of a majority of owners shall constitute a 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 FRIENDSHIP APARTMENTS 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 provide, resolutions of the Association shall require approval by a majority of Owners, casting votes in persons.

13. **Place of Meetings**, - Meetings of the Association shall be held at suitable place convenient to the owners as may from time to time be designated by the Association.

14. **Annual Meetings**, The Annual meeting of the Association shall be held on or before the thirtieth day of September each year. At such meetings there shall be elected by ballot of the apartment owner a Board of Managers in accordance with the requirements of Bye-Law 23. The Owners may also transact such other business of the Association as may properly come before them.

15. **Special Meetings** - It shall be the duty of the President to call a special meeting of the apartment owners as directed by a resolution of the Board or upon a petition signed by a majority of the 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 authorized by him in this behalf. The Notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice without the consent of four-fifths of the owners present in persons.

16. **Notice of Meetings** - It shall be the duty of the Secretary to mail or send a notice 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 but not more than 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in the

Bye-Law shall be considered notice served. Notices of all meetings shall be mailed or sent to the Housing Commissioner, or as the case may be, the Registrar.

17. Adjourned meetings :- If any meeting of owners cannot be organized because a 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 called. If at such adjourned meeting also, no quorum is present the owners present in person being not less than two shall form a quorum.

18. Order of Business – The order of business at all meeting of the owners of apartments shall be as follows :

- (a) Roll call.
- (b) Proof of notice of meeting of waiver of notice
- (c) Reading of Minutes of preceding meeting.
- (d) Report of officers.
- (e) Report of the Housing Commissioner, or the registrar or of the officer duly authorized by them, if present.
- (f) Report of Committees.
- (g) Election of Board.
- (h) Unfinished Business, if any.
- (i) New Business.

CHAPTER IV.

BOARD OF MANAGERS :

19. **Management of Association** – The affairs Association shall be governed by a Board.

20. **Powers and 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 not by law or by these bye-laws direct to be exercised and done by the owners.

21. **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 Friendship Apartments Condominium and the common areas and facilities.
- (b) • Collection of monthly assessment from the owners.
- (c) Designation, employment, remuneration and dismissal of the personnel necessary for the maintenance and operation of Friendship Apartments Condominium and common areas and facilities.
- (d) To provide for the manner in which the audit and accounts of the Association shall be carried out.
- (e) To inspect the account 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 bear and deal with complaints.

22. Manager – The Board may employ for the Association a manager at a compensation determined by the Board to perform such duties and services as the Board shall authorize including, but not limited to the duties listed in bye-laws 21.

23. Election and term of office – At the first annual meeting of the Association, the term of office of two meeting of the Managers shall be fixed for three years. The term of office of two Managers shall be fixed at two years and the term of office of 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 managers shall hold office until their successors have been elected and hold their first meeting. (If a large Board is contemplated, the terms office should be established in a similar manner so that they will expire in different years.

24. Vacancies – Vacancies in the Board caused by any person other than the 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.

25. **Removal of Managers** – At any regular or special meeting duly called, any one or more of the managers may be removed with or without cause by a majority of the apartment owners and successor may then and there be elected to fill the vacancy thus created. Any manager whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

26. **Organisation meeting** – The first meeting of a newly elected Board shall be held within ten days of election at such place as shall be fixed by the managers at the meeting at which Managers were elected and 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 presented.

27. **Regular meetings** – Regular meetings 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 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 meetings.

28. **Special Meetings** – Special meetings 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) and purposed of the meeting. Special meetings 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 Manager.

29. **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.

30. **Quorum** – At all meetings of the Board, one third of the total strength of the manager 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 to time, At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice, provided there is a quorum present.

31. **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 premiums on such hands shall be paid by the Association.

CHAPTER V

32. 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 an 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 office of Treasurer and Secretary may be filled by the same person).

33. Election of Officers :- The officers of the Association shall be elected annually by the Board at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

34. Removal of officers :- Upon an affirmative vote of a majority of the members of the Board any officer may be removed, their 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.

35. Presidents :- The President 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 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 committee from among 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.

36. **Vice President :-** The Vice President shall take the place of the President and perform his duties when ever the President shall be absent or unable to act. If neither the president for 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.

37. **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.

38. **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 credit of the Association in such depositaries as may from time to time be designated by the Board.

CHAPTER VI

Obligation of the Apartment Owners.

39. **Assessments –** All owners are obliged to pay monthly assessments imposed by the Association to meet all expenses relating to the FRIENDSHIP APARTMENTS CONDOMINIUM, which may include an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire earthquake or other hazard or calamity. The assessments shall be made pro-rate according to the value of the Unit

owned, as stipulated in the Declaration. Such assessments shall include monthly payments to General Operating Reserve and a Reserve Fund for Replacements.

40. Maintenance and repair :

1. every owner must perform promptly, all maintenance and repair work within his own unit, which it omitted would affect the FRIENDSHIP APARTMENTS CONDOMINIUM in entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may endanger.

2. All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephones, air conditioners, 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.

41. Use of family units. :-

- (1) All units shall be utilized for purposes permissible by law.
- (2) An owner shall not make any structural modifications or alterations 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 and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification, alternation or installation.

42. Use of common areas and facilities :- An owner shall not place or cause to be placed in the lobbies, vestibules, stairways, and other areas of FRIENDSHIP APPARTMENTS CONDOMINIUM and facilities of a similar nature, any furniture, packages or objects of any kind. Such areas shall be used for no other purposes than for normal transit through them.

43. Right of entry :-

1. An owner shall grant the right of entry to the Manager or to any other person authorized 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.
2. An owner all 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 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.

44. Rules of conduct :-

1. No resident of the FRIENDSHIP APPARTMENTS CONDOMINIUM shall post any advertisement, or posters of any kind in or on the building except as authorized by the Association.

2. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions and amplifiers that may disturb others Residents keeping domestic animals shall abide by the Municipal sanitary bye-laws or regulations.
3. It is prohibited to hang garments, rugs etc. from the windows, balconies or from any of the facades of the FRIENDSHIP APARTMENTS CONDOMINIUM.
4. It is prohibited to dust rugs, etc. from windows, or to clean rugs, etc. by beating on the exterior part of the said Condominium.
5. It is prohibited to throw garbage or trash outside the disposal installations provided for such purpose in the service areas. It 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 or lessee shall install wiring for electrical of telephone installation, television antennae, machines or air conditioning units etc., on the exterior of the FRIENDSHIP APARTMENTS CONDOMINIUM except as authorized by the Association.

CHAPTER VII.

Funds and their investments :

45. Funds – Funds may be raised by the Association in all or any of the following ways, namely :-

- By shares :
- By contributions and donations from the apartment owners.
- Form common profit which shall form the nucleus of the Reserve Funds;

- 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 behalf.

46. 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 of the securities sanctified in section 20 of the Indian Trusts act 1882 : or
- c. In any co-operative bank other than those referred to in clause (a) of this bye-law; or in any banking company approved for this purpose by the Association ;

47. Affiliation – Should there be any federation of Apartment owners in the locality in which the FRIENDSHIP APARTMENTS CONDOMINIUM is situate, the Association may, after consulting the competent authority, become a member thereof, and pay the sum from time to time payable to such Federation under the rules there of:

48. Accounts :-

(1) A Banking account shall be opened by the Association into which all moneys received on behalf of the Association shall be paid provided that the Secretary may retain in his personal custody an amount not exceeding Rs.10,000/- for petty expenses. All payments above Rs.1,000/- shall be made by cheques signed and one member of the Board. However payments to any Government or Municipal Authorities or Public Utilities may be made in cash if deemed necessary.

(2) Each Apartments owner shall have a pass book in which the Secretary shall enter amounts paid to or receive for his shares in receipts or 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 31st July in each year publication an audited 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, giving such particulars as will disclose the general nature of these liabilities and assets and how the value of fixed assets has been arrived at.

(4) The audited financial statements shall be open to the inspection of any member of the Association during office hours and in the office of the Association and a copy thereof shall be submitted to the competent authority not later than 15th August, every year.

(5) Every financial statement shall be accompanied by a complete list of the Apartment Owners. There shall also accompany the financial statement a similar list of loaners. The financial statements shall state upto what date profits and expenses of common areas are included.

49. 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 in the office of the association.

50. **Appointment of Auditors** – The Association shall appoint at its general meeting, an auditor who shall audit the accounts of the Association to be prepared by the Board as hereinbefore provided 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-vouched or not in accordance with law.

51. **Power of Auditors** :- 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 a special report to the Association upon any matter connected with the accounts which appears to him to require notice.

CHAPTER VIII

Mortgages.

52. **Notice to Association** :- As Owner the mortgages his unit, shall notify the Association through the Manager, if any, or the President of the Board in the event there is no Manager, the name and address of the Mortgages; and the Association shall maintain such information in a book entitled "Mortgages of Units".

53. **Notice of unpaid assessments** :- The association shall at the request of a mortgage of a unit paper any unpaid assessments due from the owner of such unit.