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21. 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-up keep and maintenance of "EMPIRE MARVEL Apartment Condominium", and common areas and facilities and restricted common areas and facilities.

b) Collection of the monthly / annual assessments from the apartment owners.

c) Designation, employment's, employment, remuneration and dismissal of the personal necessary for the maintenance and operations of the "EMPIRE MARVEL Apartment Condominium, the common areas and facilities.

d) To provide for the manner in which the audit and the accounts of the association shall be carried out.

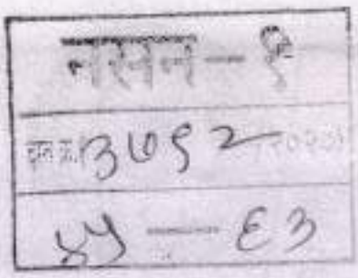
e) To inspect the accounts kept by the secretary and/or the treasurer and examine the registers and account books and to take steps for recovery of all sums to the association.

f) To sanction working expenses, count cash balance and deal with other miscellaneous business.

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

f) To hear and deal with complaints.

22. Manager:-The board may employ for the association a manager at the compensation decided by the board to perform such duties and services as the board shall authorize including but not limited to the duties listed by-law 21



23. Election and term of office:- At the first annual meeting of the association, the term of office of two manager shall be fixed for three years. The terms of office of two managers shall be fixed at two years, and the term of office of one manager shall b fixed at one year, at the expiration of the initial term of office of respective manager, his successors shall be elected to serve a term of three years. The manager shall hold office until their successors have been elected and hold their first meeting .(if a larger board is contemplated, the terms of officer should be established in a similar manner so that they will expire in different years).

24. Vacancies:- Vacancies in the Board caused by way reason other than removal of a manager by a vote of the association shall be filled by Vote of the majority of remaining managers, even though they may constitute less than a quorum, and each person so elected shall be a manager until a successors is elected at the 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 a successors may then and there be elected to fill the vacancy thus created. Any manager whose removal has been purposed by the owners shall be given an opportunity to be heard at the meeting.

26. Organization meeting:- The first meeting of a newly elected Board shall be held within ten days of election such place as shall be fixed by the mangers at the meeting at which such managers were elected and no notice shall be necessary to the newly elected managers in order to the newly elected managers in order to the constitute such meeting provided a majority of the whole Board shall be present.

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 mangers, but at least two such meetings shall be held during each year. Notice of regular meetings of board shall be given to each manager personally or by mail ,or telegraph, at least three prior days 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 or whatsapp, which notice shall state the time, place (as hereinabove provided) and purpose 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 managers.

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 mangers shall constitute a quorum for the transaction of business, and the acts of the managers present at the meeting at which a quorum is present shall be the act of the board. If at any meeting of the board, their 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 without further notice, provided their 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 bonds. The premiums on such bonds shall be paid by the Association.

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32. Designation:-The principal officers of the Association shall be a President, an Vice-President, a Secretary and a Treasure, all of whom shall be elected by and from the board. The board may appoint an Joint Treasurer, and an Joint Secretary, and such officers as in their judgement may be necessary (in case of an association of one hundred owners or less, the officers of Treasurer and Secretary and may be filed by the same person) plus committee members so a total team of 10 along with President / Vice President / Secretary / Treasurer out of this two should be from A Wing and two should be from B Wing and even the committee members shall be in equal number from both the wings.

33. Election of Officers:- The officers of the association shall be elected annually by the board at the organization the pleasure of the Board.

34. Removal of Officers:- Upon an affirmative vote of a majority of the members of the Board any officers may be removed either with or without cause, and his successors elected at any regular meeting of the board or at any special meeting of the Board called for such purpose.

35. President:- 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 president of an Association, including but not limited to the power to appoint committees 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 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

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President shall also perform such others duties as shall from time to time be imposed upon him by 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 the 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 a books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name and the credit of the association in such depositories as may from time to time be designated by the board.

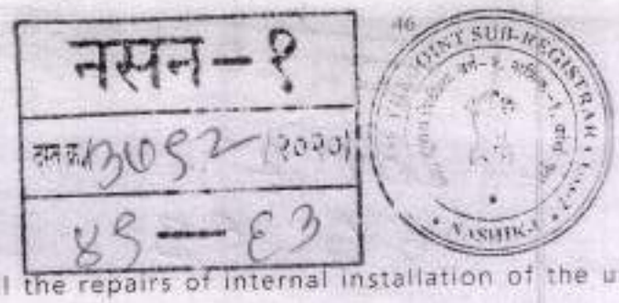
Chapter-VI

Obligation of The Apartment Owners

39.Assessments:- All owners are obliged to pay annually assessments imposed by the association to meet all the expenses relating to the "EMPIRE MARVEL Apartment 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 assessment should be made pro-rate according to the value of the unit owned, as, stipulated in the declaration, such 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 if omitted would effect the "EMPIRE MARVEL Apartment Condominium", in entirely on 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 installation of the units such as water, light, gas, power sewer, telephone, air-conditioners, sanitary installations, doors, windows lamps, and all other accessories belonging to the unit area shall be at expenses 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-Internal Changes:-

1) All units (except units on the) shall be utilized for residential purposes only.

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 association shall have the obligation to answer within thirty days and failure to do so within the stipulated time shall mean and that there is no objection to the proposed modification, alteration or installations.

If due to renovation, interior changes etc. during any alteration, any external or internal cracks / leakages / damages occur in the common areas or any other apartment the responsibility of the same shall be of the member who has initiated the renovation process and the builder shall not be held liable for the same.

It is further instructed that no external / internal changes to the paint or elevation shall be permitted nor drilling or hitting nails in the wall will be allowed.

42. Use of Common Areas and Facilities and Restricted Common Areas and Facilities:-



1) An owner shall not place or cause to place in the lobbies, vestibules, stairways, elevators and other areas of "EMPIRE MARVEL Apartment" Condominium, facilities of similar nature both common and restricted any furniture packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

43. Rights of Entry:-

1) An owner shall grant the right of entry to the manager or any other person authorized by the board or association in case of any emergency originating in or threatening his unit

2) 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 requisite for entry are made in advance and that such entry is at a time convenient to the owner. In case of emergency, such right of entry shall be immediate.

44. Rules of Conduct:-

1. No resident of "EMPIRE MARVEL Apartment 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 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. The office bearers shall pay all AMC in time year by year like lift AMC, genset AMC etc.

4. It is prohibited to hang garments, rugs etc. From the windows, or to clean rugs etc by beating on the exterior part of the said Condominium.



5. It is prohibited to dust rugs, etc from the windows, or to clean rugs etc. by beating on the exterior part of the said Condominium.

6. It is prohibited to throw garbage or trash outside the disposal installations provided for such purpose in the service areas. If such installations is not provided, all garbage or trash shall be collected in a vessel and thrown in the Municipal dust bin.

7. No owner, resident or lessee shall install wiring for electrical or telephone installations, television antenna, machines or air-conditioning units, etc on the exterior of the "EMPIRE MARVEL Apartment" Condominium", or that protrude through the walls or the roof of that Condominium except as authorized by the Association.

Chapter-VII

Funds and their Investments:-

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

a) by shares;

b) by contributions and donations from the apartment.

c) from common profits which from the nucleus of the Reserve Fund.

d) by raising loans, if necessary, subject to such terms and conditions as the association, with approval of the competent authority, may determine in his behalf.

46. Investment:- The Association may invest or deposit its funds in one or more of the following:-

1) In Nationalised Bank or private banks like HDFC, ICICI only;



2) In any of the securities specified in section 20 of the Indian Trusts Act,1882 or;

47. Affiliation:- Should there be any Federation of apartment owners in the locality in which the "EMPIRE MARVEL Apartment" 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 the federation under the rules thereof.

48. Accounts:-

1) A banking account shall be opened by the association in to 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 500/- for petty expenses. All payment above Rs 500/- shall be made by cheques signed by The Treasurer & President, Vice President OR Secretary i.e. Any Two but Treasurer Mandatory.

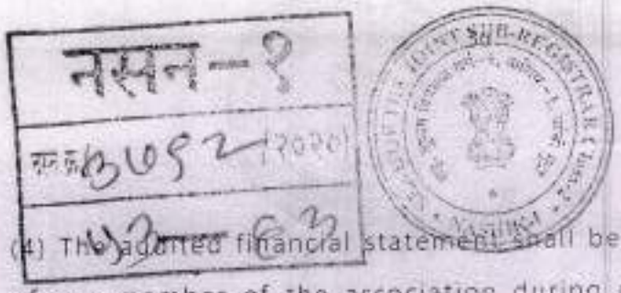
2) Each Apartment owners shall have passbook in which the treasurer shall enter amounts paid to or received for his share in receipt of profits expenses and his share of assessment and other dues, if any, in respect of his apartment.

3) The association shall on or before 31st July in each year publish 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 years;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 statement 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 then 15 Th 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 loanees. The financial statement shall state upto what date profits and expenses of the common areas are included.

49. Publication of Accounts and Report-

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

50. 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 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, unvouched or not in accordance with law.

51. Power of Auditor-

The auditor shall be entitled to call for and 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 make a special report to the association upon any matter connected with the accounts which appears to him to require notice.

52. Notice of Association-

An owner who mortgages his unit, shall notify the association through the manager, if any, or the president of the board in the