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the association and such grantee shall not be liable for nor shall the family unit conveyed be subject to a charge for, any unpaid assessment made by the association of Apartment owners against the grantor in excess of the amount therein, set forth.

**Fifteenth:**

The common expenses to be paid by monthly assessment levied by the association of the apartment owners, and that such payment shall be hold in a separate account of the association and use solely for the payment of the blanket property insurance premium as such premium become due.

IN WITNESS WHEREOF the parties hereto have signed hereunder at Nashik.

SIGNED, SEALED AND DELIVERED
BY THE WITHINNAMED GRANTOR OWNER





1) **SMT. SHAIKH HAJRABI GAMIR** _____
L.H.T.I of Smt Hajrabi Gamir Shaikh





2) **MISS. SHAIKH PARVEEN GAMIR** _____

**In the Presence of Witnesses-**

1) _____ (Mr. Shahrukh Shabbir Khan)

2) _____ (Mr. K.S. Shaikh)

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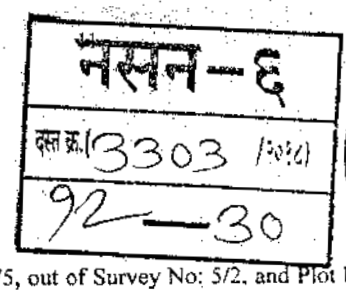
## EXHIBIT-B

# BYE-LAWS OF "KAABIL APARTMENT" CONDOMINIUM

### Chapter-I

1. Short Title & Application:
   a) These bye-laws may be called the **"the Bye-laws of the Kaabil Apartment Condominium"**.
   b) The provisions of this bye-laws apply to the "Kaabil Apartment" Condominium, all the present and future owners, tenements, and their employees or any other person that might use the facilities of the building in any manner are subject to the regulations set forth in the bye-laws. The mere acquisition of rental or taking on license of any of the 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:-
   In these bye-laws, unless the context required otherwise-
   a) Act means the Maharashtra Apartment Ownership Act, 1970.
   b) Association means Association of all the Apartment owners constituted by such owners for the purpose of the "KAABIL APARTMENT" Condominium.
   c) Board means of managers, consisting of three persons all of whom shall be owners of the Apartment in "KAABIL APARTMENT" Condominium.
   d) Building means the building located at the Plot No: 75, out of Survey No: 5/2, and Plot No: 76, out of Survey No: 5/2, both plots lying and being situated at Village: Wadala, Taluka and District: Nashik, and shall be called "KAABIL APARTMENT" Condominium includes the land forming part thereof.
   e) Declaration means the declaration which the sole 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% of the votes in accordance with the percentage assigned in the declaration.
   g) Owner of the Apartment means the person owning an Apartment in "KAABIL APARTMENT Condominium.
   h) Section means a section of the Act.
   i) Unit means a unit in "KAABIL APARTMENT" Condominium.
   j) Registrar means the registrar of the Co-operative Societies.




3. The building located at Plot No: 75, out of Survey No: 5/2, and Plot No: 76, out of Survey No: 5/2, both plots lying and being situated at Village: Wadala, Taluka and District: Nashik, known as "KAABIL APARTMENT" Condominium is submitted to the provisions of the Act.

4. Objects of the Association:

The objects of the Association shall be-

a) To be and to act as the Association of Apartment owners of the building called "KAABIL APARTMENT". (hereinafter called the said building) who have filed their respective Declaration, submit their Apartment to the provisions of the Act.

b) To invest or deposit money.

c) To provide for the maintenance, repairs and replacement of the common areas and facilities by contributions from the Apartment owners, and if necessary by raising loans for that purpose.

d) To retain and rent or licence, if possible, suitable portion of the common profits left, after deducting the common expenses, among the apartment owners as common profits or accumulate the same for building-up reserve fund.

e) To provide for and do all or any of the matters provided in sub-section 2 of the section 16.

f) To advance, with the consent of the apartment owners any short term loans to any apartment owners in case of emergent necessity and to provide for the repayment thereof in lumpsum or in installments.

g) To establish and carry on, its own accounts or jointly with individual or with institutions, educational, physical or social and recreative 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 to establish provident fund and the gratitude fund, if necessary, for the benefit of the employees of the Association.

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

j) The association shall not act beyond the scope of these objects without duly amending the provisions of these bye-laws for the purpose.

5. Members of the Association:-

a) All the persons who have purchased the apartment in "KAABIL APARTMENT" and executed their respective declaration under section 5, submitting their Apartments to the provisions of the Act ,shall automatically be the members of the Association and shall pay the charges for at least one share of the face value of Rs 500/- each. Each apartment owner shall receive copy of the bye-laws on payment of Rs 100/-.

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b) Upon any apartment owner selling his apartment or absolutely conveying the same by way of gift, under his will or otherwise the purchaser or the Donee shall automatically become member of the association and shall be admitted as the member on payment of Rs 500/-, the shares held by the apartment owner shall be transferred in the name of such purchaser or donee on payment of Rs 100/- to the association.

c) On the death of an Apartment owner, his apartment should be transferred to the person or the persons to whom he bequeath the same by his will or to the legal representatives of his estate in case he has not made any specific bequeath of the Apartment. The name of the legatee or names of the legal representatives jointly shall be entered into the register of the apartment owners maintained by the secretary for the purpose of administration of "KAABIL APARTMENT" as the apartment owner. Where a legatee is a minor, the apartment owner shall be entitled to appoint, a guardian for such a 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 share jointly).

8. Disqualification:

No apartment owner shall be entitled to vote on the question of elections of the members of the board of presidents, secretary, treasurer or any other office bearer or be entitled to stand for election to such if he is in arrears on last day of the month in respect of his contribution for common expenses to the Association for more than 60 days.

## Chapter-II

## Voting, Quorum and Proxies:-

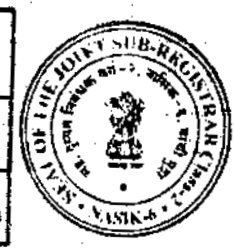
9. Voting:-

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

10. Quorum:-

Except as otherwise provided in these bye-laws, the presence in person of majority of Apartment owners shall constitute quorum.

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11. Vote to be in Person:-

Vote should be cast in person .

**Chapter -III**

**Administration:-**

12. Powers and Duties of Association:-

The Association will have personal responsibility of administering the "KAABIL APARTMENT" condominium in an efficient manner. Except as otherwise provided, the resolutions of the association shall require the approval by majority of apartment owners casting votes in person.

13. Place of meeting:

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

14. Annual meeting:

The annual meeting of the association shall be held on the 31st march of every year. At such meetings, there shall be elected by ballot of apartment owners, a board of managers in accordance with the requirements of the bye-laws No 23.

15. Special Meeting:

It shall be the duty of the president to call a special meeting of the association as directed by the resolution of the board or upon a petition signed by majority of the apartment owners and having been presented to the Secretary, or as case may be, the registrar or any officer, duly authorized by him in this behalf. The notice of any social 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 the 4/5th of the apartment owners present in person.

16. Notice of meeting:

It will be the duty of the secretary to mail or send notice of the each annual or special meeting, stating therein the purpose of the meeting as well as the time and place were it is to be held, to each apartment owners, at least two but not more than seven days prior to such meeting. The mailing or sending of such notice in the manner provided in the bye-laws shall be considered notice served. Notice of all meeting shall be mailed or send to the Housing Commissioner, or as the case may be, to the registrar.

17. Adjourned Meeting:

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If any meeting of the apartment owners cannot be organized because of quorum not attained, the apartment owners who are present may adjourn the meeting to the time not less than 48 hours from the time of the original meeting was called. If at such adjourned meeting, also, no quorum is attained, the apartment owners present in person being not less than 2, shall form a quorum.

18. Order of Business:

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

a) Roll call,

b) Proof of notice of meeting or waiver of notice,

c) Reading of minutes or proceedings of the previous meeting,

d) Report of officers.

e) Report of the Housing Commissioner or the registrar or the officer duly authorized by them if present.

f) Report of committee.

g) Election of Board of Manager,

h) Unfinished business, if any,

i) New Business.

## Chapter -IV

## Board of Managers

19. Managers of Association:-The affairs of the Association shall be governed by the Board of Manager.

20. Power and Duties of the Board:-The Board of the manager shall have the power and duties necessary for administration of the affairs of the association and may do all such acts and things as are not by law or any these bye-laws directed to be executed and done by the association of the apartment owners.

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, upkeep and maintenance of "KAABIL APARTMENT" condominium and common areas and facilities and restricted common areas and facilities.

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

c) Designation, employment's, employment, remuneration and dismissal of the personal necessary for the maintenance and operations of the "KAABIL 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.

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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.

h) 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 be 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 any 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 proposed 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 at 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, atleast three prior days to the day named for such meetings.

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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 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.

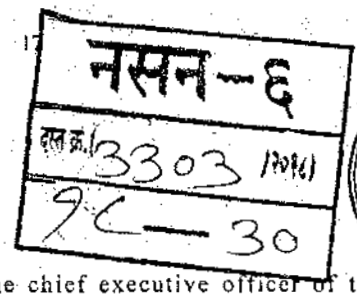
30. Quorum:- At all meetings of the board, one third of the total strength of the mangers shall constitute a quorum for the transaction of business, and the acts of the managers present at the meeting at which a quorum is present shall be the act of the board. If at any meeting of the board, their be 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 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 bonds. The premiums on such bonds shall be paid by the Association.

32. Designation:-The principal officers of the Association shall be a president, a vice-president, a secretary, and a treasure, all of whom shall be elected by and from the board. The board may appoint an assistant treasure, and an assistant 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 treasure and secretary and may be filed by the same person).

33. Election of Officers:- The officers of the association shall be elected annually by the board and shall hold offices at 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 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 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 monthly assessments imposed by the association to meet all the expenses relating to the "KAABIL APARTMENT" condominium which may include an insurance premium for a policy to cover repair and reconstruction work incase 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:-

a) Every owner must perform promptly, all maintenance and repair work within his own unit, which if omitted would effect the "KAABIL 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.

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b) 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.

c) 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:-

a) All units shall be utilized for residential purposes only.

b) An owner shall not make any structural modifications or alterations in his unit or installations located therein without previously notifying the association in writing, though 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 installations.

42. Use of Common Areas and Facilities and Restricted Common Areas and Facilities:- An owner shall not place or cause to place in the lobbies, vestibules, stairways, elevators and other areas of "KAABIL 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:-

a) 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, whether the owner is present at that time or not.

b) An owner shall permit other owners, or their representatives when so required to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that request for entry are made in advance and 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:-

a) No resident of "KAABIL APARTMENT" condominium shall post any advertisement, or posters of any kind in or on the building except as authorized by the Association.

b) 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.