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5) MEMBERS OF THE ASSOCIATION :-

All persons who have purchased, owned and acquired apartment in the "B SQUARE APARTMENT" Condominium, their legal heirs, successors, assignees, managers, trustees etc. shall be the member of the Association.

6) HOLDING OF ONE SHARE COMPULSORY :

Every apartment owner must hold at least one share of the Association.

7) 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.

8) DISQUALIFICATIONS :-

No apartment owners shall be entitled to vote or question of the election of Board of President, Secretary, Treasurer or any office bearer & be entitled to stand for election to such office, if he is in arrears of any sum due from him in respect of his/her contribution for common expenses for more than sixty days on the 1st day of the previous year in which the elections to the board would take place.

CHAPTER - II
VOTING, QUORUM AND PROXIES

1) VOTING :-

Voting shall be on a percentage basis and the percentage of the vote of which the owner is entitled is the percentage assigned to the unit/s in the Declaration.

2) QUORUM :-

Except as otherwise provided in these Bye-laws, the presence in person of 51 % of owners shall constitute a quorum.

3) VOTES TO BE IN PERSON :-
Votes shall be caste in person.

CHAPTER - III
ADMINISTRATION

1) POWERS & DUTIES OF ASSOCIATION :-

The Association will have the responsibility of administrating the

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Condominium, approving the annual budget, establishing & collecting monthly assessments & arrangement for the management of the condominium in an efficient manner. Except as otherwise provided, resolutions of the Association shall required approval by a majority of owners, casting votes in person.

2) PLACE OF MEETING :-

Meeting of the association shall be held at suitable place convenient to all the owners.

3) ANNUAL MEETING :-

The annual meeting of all the owners shall be held on any day before 30th September of every year and notice of such meeting shall be served on each owner on their respective units address in writing.

4) 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 authorised by him in this behalf. The notices of any special meeting shall state the time and place of such a 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 share holders presented in person.

5) NOTICE OF MEETING :-

It will be the duty of the Secretary to mail or send a notice of each annual or special meeting, stating therein the purpose of the meeting 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 emailing or sending of such notices must be in the manner provided in the bye-laws shall be considered notice served. Notices of all meetings shall be mailed or sent to the Competent Authority or as the case may be.

6) ADJOURNED MEETING :-

The quorum for the meeting shall be 2/3rd of the share holders. In case the required quorum is not present, the meeting shall be adjourned for 30 minutes and reconvened at the same venue without the quorum.

7) ORDER OF BUSINESS :-

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

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a) Roll call.
b) Proof of notice of meeting or waiver of notice.
c) Reading of minutes of proceeding meeting.
d) Report of Officers.
e) Report of the housing Commissioner or the Registrar or of the Officer duly authorised by them if present.
f) Report of Committees.
g) Election of Board of Managers.
h) Unfinished business, if any.
i) New Business.

CHAPTER - IV
BOARD OF MANAGERS

1) MANAGEMENT OF ASSOCIATION :-

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

2) POWERS & DUTIES OF BOARD :-

The Board shall have the power and duties necessary for the day-to-day affairs and functioning of the association, mentioned and described hereinabove.

3) OTHER DUTIES :-

In addition to the duties imposed by these bye-laws or resolutions of the Association, the Board shall be responsible for the following that is to say.

a) Care, upkeep and surveillance of the "B SQUARE APARTMENT" Condominium 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 the "B SQUARE APARTMENT" Condominium the common areas and facilities and the restricted 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 accounts kept by the Secretary and/or the Treasurer and examine the registers and account books and to take steps for the recovery of all sums due to Association.
f) To sanction working expenses, count cash balance and deal with other miscellaneous business.

4) MANAGER :-

The Board may employ for the Association, a manager at such 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.

5) ELECTION AND TERM OF OFFICE :-

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At the first annual general meeting, election shall be held for the post of President, Secretary, Treasurer and Members of the Board and Owners shall elect all these posts as per the provisions of this deed and the term of each such office bearer shall be Five years.

6) VACANCIES :-

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

7) REMOVAL OF OFFICE BEARER :-

Any such office bearer shall be liable for breach of trust, fraud, forgery, etc. or on committing any wrong against the interest of the association or member thereof and upon such event, he shall be removed immediately.

8) ORGANIZATION MEETING :-

The First meeting of the newly elected Board shall be held, within ten days of election at such places as shall be fixed by the Managers at the meeting at which such Managers were elected and no notice shall be necessary to the newly elected managers in order legally to constitutes such meeting, provided a majority of the whole Board shall be present.

9) REGULAR MEETING :-

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 meeting shall be held during each year. Notice of regular meetings of the Board shall be given to each Manager, personally or by mail at least three days prior to the day named for such meetings.

10) SPECIAL MEETING :-

Special meetings of the Board may be called by the President on three days' notice to each manager, given personally or by mail 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 the like manner and on like notice on the written request of at least three Managers.

11) WAIVER OF NOTICE :-

Before or at any meeting of the Board any Manager, may in writing, waives notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager

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at any meeting of the Board shall be 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.

12) QUORUM :-

At all meetings of the Board, 51 % of the total strength of the Members shall constitute a quorum for the transaction of business and the acts of the members 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 for a period of half hour. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

CHAPTER - V
OFFICERS

1) DESIGNATION :-

The principal officer 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 officer as in their judgment may be necessary.

2) ELECTION OF OFFICERS :-

The Officers of the Association shall be elected annually or for the period as the members in majority decide.

3) REMOVAL OF OFFICERS :-

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

4) PRESIDENT :-

The President shall be 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 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 the appropriate to assist in the conduct of the affairs of the Association.

5) VICE-PRESIDENT :-

The Vice-President shall take place of the President and perform

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his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board shall appoint some other member of the Board so to act on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

6) SECRETARY :-

The Secretary shall keep the minutes of the meeting of the Board and the minutes of all meetings of the Association. He shall have charge of such books and general papers as the Board may direct and he shall perform all the duties incident to the office of Secretary.

7) TREASURER :-

The Treasurer shall be responsible for funds and securities of the Association 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 to the credit of the Association in such depositories as may from time to time be designated by the Board.

CHAPTER - VI
OBLIGATION OF APARTMENT OWNERS

1) ASSESSMENTS :-

All owners are obligated to pay monthly assessment imposed by the Association to meet all expenses relating to "B SQUARE 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 assessments shall be made pro-rata according to the area of the unit owned, as stipulated in the declaration. Such assessments shall include monthly payments to a General Operating Reserve Fund and Reserve Fund for Replacements.

2) MAINTENANCE AND REPAIR :-

Every owner shall be liable and obliged to pay all the expenses towards common maintenance, repairs, taxes, cesses etc. by 10th of every month in advance

a) Every owner must promptly do all maintenance repair work within his own unit, which if omitted would affect the "B SQUARE APARTMENT" condominium in entirely or in part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may endanger.
b) All the repair of the internal installation of the unit such as

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water, light, gas, power, sewerage, telephones, air conditions, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the expenses of the concerned apartment owner.

c) A owner shall reimburse the association for any expenses incurred in repairing or replacing any common areas & facility damaged through his fault.

3) USE OF UNITS - INTERNAL CHANGES :-

a) All units shall be utilised for commercial purpose 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, 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 modifications, alterations or installations.

4) USE OF COMMON AREAS & FACILITIES & RESTRICTED COMMON AREAS & FACILITIES :-

An owner shall not place or cause to be placed in lobbies, vestibules, stair-ways, elevators and other areas of "B SQUARE APARTMENT" Condominium and 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.

5) RIGHT TO ENTRY :-

All Owners shall grant the right to entry to the Manager & any other authorised person for any emergency originating in or relating to his unit, whether the owner is present at that time or not.

6) RULES OF CONDUCT :-

a) No resident of "B SQUARE 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 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.

c) It is prohibited to hang garments, rugs, etc. from the windows, balconies or from any of the facades of "B SQUARE APARTMENT" Condominium.

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

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

f) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antenna, machines or air-conditioning units, etc. on the exterior of "B SQUARE APARTMENT" Condominium or that protrude through the walls or the roof of the Condominium except as authorised by the Association.

CHAPTER - VII
FUNDS AND THEIR INVESTMENTS

1) FUNDS :-
Funds may be raised by the Association in all/or any of the following ways viz :-

a) By shares,
b) By contributions & donations from the Apartment Owners.
c) From common profits which shall from the nucleous of the Reserve Fund.
d) By raising loans, if necessary, subject to such terms & conditions as the Association with the approval of the Competent Authority, may determine in this behalf.

2) INVESTMENT :-

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

a) In any Nationalized Bank or any other Scheduled Bank decided by the Meeting.
b) In any of the securities specified in section 20 of the Indian Trust Act, 1862, or.

3) AFFILIATIONS :-

Should there be any Federation of apartment-owners in the locality in which "B SQUARE APARTMENT" 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 thereof.

4) ACCOUNTS :-

a) A Banking account shall be opened by the Association in which all moneys received on behalf of the Association shall be deposited, provided that the Secretary may retain in his personal custody an amount not exceeding Rs. 1,000/- for petty expenses. All payments above Rs. 500/- shall be made by cheques signed by Secretary, and one member of Board.