

KENDRIYA VIHAR PHASE – 1 APARTMENT OWNERS ASSOCIATION
SECTOR – 125 SUNNY ENCLAVE MOHALI (PB.) - 140301

1. Name:- KENDRIYA VIHAR (PHASE-1) APARTMENT OWNERS ASSOCIATION
2. Office:- The registered office of the Association will be at Community Centre, KENDRIYA VIHAR, SECTOR – 125 SUNNY ENCLAVE MOHALI (PB.)
3. Jurisdiction:- KENDRIYA VIHAR, (Phase -1) SECTOR – 125 SUNNY ENCLAVE, MOHALI (PB.) - 140301

MEMORANDUM OF ASSOCIATION

INTRODUCTION:- As a welfare measure the Central Government Employees Welfare Housing Organization , an autonomous body of the Govt. of India under the aegis of Ministry of Urban Development & Poverty Alleviation New Delhi floated a self-financing scheme to construct 603 Flats for Central Govt. Employees in Sector 125 Sunny Enclave Mohali on no profit no loss basis. The allotment of Flats started in October 2013 The Flats are of four categories namely:- A, B, C and D comprising carpet area of 580 Sq. ft., 1005 Sq. ft., 1367 Sq. ft. and 1973 Sq. ft. respectively and are situated in approx. 9.36 acres complex named as Kendriya Vihar – 1, Sector 125, Sunny Enclave, Mohali.

The beneficiaries are required under Rule 30 of this scheme to form an Apartment Owners Association /Society under local laws governing such bodies. Thus, the by-laws of Kendriya Vihar (Phase1) Owners Welfare Association were framed (Vetted by the CGEWHO) and approved by the Executive body formed through election conducted and notified by CGEWHO New Delhi on 15/10/2014.

AIMS AND OBJECTS:

- i) To manage administer and maintain the complex on which the dwelling units or other buildings have been allotted to beneficiaries,
- ii) To establish and carry out sanitary, social, educational, shopping and recreational activities for the benefit of the members,
- iii) To maintain, all common services, such as roads, boundary walls, gates, parks, drains sewers, pumps, water supply, street lights and other properties and to provide for the maintenance, repair and replacement of the common areas and facilities by contribution from the apartment owners and if necessary by raising loans for that purpose,

- iv) At the expense of it's members, to arrange and undertake exterior repairs of the buildings, white/colour washing common areas as the case may be, of the flats whenever necessary,
- v) To collect from members and pay all ground rents, fees, taxes for common services,
- vi) To counsel the common and genuine grievances of the members of the Association and redressal of the same to Govt. Judicial, Statutory and other bodies, including local bodies,
- vii) To act as a forum of the owners of the flats to get together and know each other,
- viii) To represent the members of the Association in all matters pertaining to their common properties and rights and to negotiate/carry on litigation, settlement or compromise with third parties, any matter affecting their common rights and properties,
- ix) To improve the living conditions in the campus in the interest of the members,
- x) To establish and carry out on it's own account independently or jointly with individuals or Institutions, Educational, Physical, Social, Cultural, Recreational, Medical and Public Health activities such as clubs, cinema shows and canteens, opening of Bank, Milk Booth, horticulture, vegetable booth, vegetable retail outlet, grocery shops, post office, cable TV inter-com facilities for the benefit of it's members,
- xi) To provide facilities for sports, culture and other social welfare activities with the cooperation of the members of the Association,
- xii) To perform such other legal and proper acts that are necessary for the welfare of the members of the Association,
- xiii) To settle differences, if any, amicably among the residents in matters affecting their common welfare,
- xiv) To cooperate and co-ordinate with other organizations of flat owners, particularly those having similar objectives in Mohali or nearby areas,
- xv) To arrange for keeping proper watch within the compound and the buildings both in the day and night by installing security system including watch and ward,
- xvi) To take over the maintenance of all the common properties of the building of Kendriya Vihar (Phase-1) Owners Welfare Association at Sector – 125 (Sunny Enclave) Mohali (Pb.) including land, space, buildings, walls, water supply,, drainage and sewerage system, community centre, shopping centre, play ground, horticulture, open park spaces, ditches, drains, underground reservoir, roof tanks, pumping sets, generator, sub-station equipments, fire-fighting system, terraces, stairs, passage, lights, privileges, rights, easements, advantage, appurtenances, facilities and conveniences, whatsoever in anyway appertaining to flats and /or situated in it,

xvii) To establish, contact with external organizations for better building maintenance of entire housing complex, common areas and amenities therein at present,

xviii) To raise adequate funds by way of subscriptions, grants, donations etc. to carry out on its own account independently or jointly with individual or Institutions, the aforesaid objectives of the Association and such other objectives amended, altered or added from time to time,

xxii) The Association is established and constituted to function for the welfare of the members of the Association only and also to maintain basic amenities and common facilities as mentioned herein above,

xxiii) To do such other acts and things as are or may be deemed incidental or conducive to the attainment of all or any of the purpose of the Association and it is hereby declared that in the foregoing clause the intention is that the objectives specified in such paragraph be independent of main objectives and shall be in no way limited or restricted by reference to or interference from the terms of any other paragraph or the name of the Association,

xxiv) Office Hours of the association will be:- 10 AM to 1 PM, Monday to Friday,

The list of holidays shall be as declared by the Executive Committee. Essential services shall be maintained round the clock.

The Association shall abide by the conditions as listed below:-

a) The income and property of the Association shall be applied solely towards the promotion of the objectives of the Association as set forth in the Memorandum of Association and no portion thereof shall be paid, transferred or divided by way of bonus, dividend or otherwise directly or indirectly among the members of the Association,

b) No member of the Executive Committee of the Association shall be appointed to any salaried office of the Association or any office of the Association paid by fees, that no remuneration shall be given by the Association to any member of such Executive Committee except repayment of out of pocket expenses and interest on money lent or rent for premises to the Association,

c) The Association by its constitution is required to apply the profits, if any, or other income in promoting its objectives,

d) The Association may by a special Resolution determine that it shall be dissolved and there upon the Association shall be dissolved forthwith by 2/3rd majority in a special General Body meeting. If upon the dissolution, there shall remain after the clearance of all its debts and liabilities any property whatsoever, the same shall not be paid or distributed among the members but shall be given to the Government to be utilized for any of the purpose or to any Association with similar objectives as the General Body may decide as per the provisions of the Societies Registration Act, 1860.

e) The Association by its constitution is required to apply the profits, if any, or other income in promoting its objectives.

f) The Association may by a Special resolution as per clause 11 of these Bye-Laws dissolve the Association.

Executive Council

The names, addresses, occupations and designations of the present Executive Committee elected members, to whom the management and affairs of the Association have been entrusted, as required under the Societies Registration Act, 1860, as applicable to the State of Punjab are as under:-

LIST OF ELECTED MEMBERS OF THE APPARTMENT OWNERS ASSOCIATION (AOA) ON 29-March-2015 IN GENERAL BODY MEETING AT KENDRIYA VIHAR-1, SEC-125 MOHALI, KHARAR. KENDRIYA VIHAR(PHASE -1) APARTMENT OWNERS ASSOCIATION, SECTOR - 125 SUNNY ENCLAVE MOHALI (PB.) - 140301

Kendriya Vihar-1 Apartment Owner's Association Sector- -125, Sunny Enclave, Mohali				
List of Members elected to the Executive Committee in the General Body Meeting on 29.03.2015				
<u>S.no.</u>	<u>Name S/Sh.</u>	<u>Flat No.</u>	<u>Mobile No.</u>	<u>E-mail</u>
1.	Subash Chandra Diggal	A-1/803	9915663295	^{-hss} sedyal@yahoo.co.in
2.	Sandeep Kumar	B-3/302	8566841090	sandeep13.kumar1314@gmail.com
3.	Ramesh Bagde	B-1/103	9878016484	-
4.	Vinod Kumar	B-3/902	9872413785	-
5.	A.S.Tanda	B-4/705	9417028918	astanda@gov.in
6.	Surjit Singh	B-3/701	9915991509	-
7.	Brij Mohan Soni	B-2/206	9876659511	bm-soni1091@yahoo.com
8.	Ram Nath Bansal	C-1/506	9417347754	bansal.vannath@gmail.com
9.	Paramjit Saini	C-3/803	9478003922	sainiparamjit42@yahoo.com
10.	Vinod Kumar	C-3/602	9417337876	kumarvk2007@yahoo.com
11.	Sunil K.Gulati	D-1/302	09650334888	sunilaol@gmail.com
12.	Col.J.S.Kahlon	D-2/1004	9814211263	kahlon1940@gmail.com
13.	Charanjit Singh	D-1/802	9780520204	charanjit_chani@yahoo.com

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3. Jurisdiction:- KENDRIYA VIHAR, (Phase – 1) SECTOR – 125 SUNNY ENCLAVE, MOHALI (PB.) - 140301

. INTRODUCTION:- As a welfare measure the Central Government Employees Welfare Housing Organization , an autonomous body of the Govt. of India under the aegis of Ministry of Urban Development & Poverty Alleviation New Delhi floated a self-financing scheme to construct 603 Flats for Central Govt. Employees in Sector 125 Sunny Enclave Mohali on no profit no loss basis. The allotment of Flats started in October 2013 The Flats are of four categories namely:- A, B, C and D comprising carpet area of 580 Sq. ft., 1005 Sq. ft., 1367 Sq. ft. and 1973 Sq. ft. respectively and are situated in approx. 20. .. acres complex, named as Kendriya Vihar Phase - 1 Sector 125 Sunny Enclave Mohali

The beneficiaries are required under Rule 30 of this scheme to form an Apartment Owners Association /Society under local laws governing such bodies. Thus, the by-laws of Kendriya Vihar (Phase1) Owners Welfare Association framed and approved by the Executive body formed through election conducted and notified by CGEWHO New Delhi on 15/10/2014, and vetted by CGEWHO.

BYE-LAWS / RULES AND REGULATIONS

1. SHORT TITLE AND APPLICATION :--

(i) These bye-laws may be called the bye-laws of the Kendriya Vihar Phase-I Apartment Owners Welfare Association, Sector 125, Mohali, (Sunny Enclave), Kharar, Punjab. 140301

(ii) The provisions of these bye-laws apply to the members of Kendriya Vihar Phase-I Apartment Owners Welfare Association, Sector 125, Mohali, (Sunny Enclave), Kharar, All Kendriya Vihar Phase-I Apartment Owners present and future owners, tenants, future tenants of their employees or any other person that might use the facilities of the dwelling units, buildings in any manner are subject to the provisions, rules and regulations set forth in these bye-laws.

(iii) It is incumbent on the owners to ensure that their tenants/lessees/or licensees are made aware of these provisions while any written or oral agreement is entered into for tenancy or lease. A copy of these bye-laws may be furnished to the said persons so as to help them to comply with these provisions, rules and regulations.

(iv) The mere acquisition on rental or taking on license of any of these dwelling units or garages or mere act of occupancy of any of the said dwelling units or garages will automatically signify that these bye-laws are accepted and shall be complied with.

1. DEFINITIONS:

In these rules unless there is anything repugnant in the subject or context:

- i) The 'Association' means Kendriya Vihar (Phase-1) Apartment Owners Association.
- ii) The 'Member' means the member of the Association.
- iii) The 'Committee' means the Executive Committee of the Association.
- iv) The President, the Vice President, the Secretary, the Additional/Joint Secretary, the Treasurer and Committee member means these respective office bearers of the Association.
- v) 'Annual General Body meeting' and 'Extra –Ordinary General Body meeting' means General Body meeting of the Association as are convened and held under the bye-laws in force of the Association.
- vi) 'Meeting' means all such meetings other than Annual General Body meeting /Extra-Ordinary General Body meeting of the Association.
- vii) The 'Resolution' means a Resolution of the Association duly passed in general body meeting and adopted.
- viii) 'Year' means the accounting year of the Association as may be determined by the Executive Committee from time to time.

ix) 'Owner' means the person who has /have purchased the undivided share of apartment / flat from the 'Central Government Employees Welfare Housing Organization' or got it through succession / inheritance or by will from his parents / family members. Any permissible purchaser other than above may be admitted as owner provided he pays transfer charges as laid down from time to time.

x) 'Tenant' means person occupying the apartment on payment of the rent as fixed by the owner of the apartment.

xi) 'Building' means Blocks, Flats and other adjacent structures located at Kendriya Vihar Phase – 1 Sector 125 Sunny Enclave Mohali.

xii) 'Majority of Members' means those members who constitute more than 50% of the total number of members.

xiii) 'Office-Bearer' means President, Vice President, Secretary, Additional Secretary, Joint Secretary and Treasurer who have been duly elected by the Executive Committee.

xiv) Beneficiaries and Allottees are synonymous.

xv) For the purpose of this Association and to this document Rules and Laws carry the same meaning.

xvi) Each dwelling unit shall be called a 'Flat' or 'Apartment'

2. THE ACTIVITIES OF THE ASSOCIATION IN FURTHERANCE OF IT'S OBJECTIVES

i) The Executive Committee of the Association shall check out the policies and course of action from time to time for the progress, financial benefits and sound standing of the Association. The Association will have the responsibility of managing the complex, approving the annual budget, establishing and collecting annual assessments and arranging for the management of the complex in an efficient manner.

ii) The Executive Committee of the Association shall put them into execution through its office bearers. Executive Committee will decide about the allocation of the shops and common areas located within the campus through the members of the Association only.

iii) To raise funds from collection of subscription, maintenance charges, development fund, contribution, rent and miscellaneous receipts from shops / community centre and other donations.

3. ENROLLMENT OF THE MEMBERS : THE CLASSIFICATION, RESTRICTION, CONDITIONS AND TRANSFER OF FLATS

- i) All the flat owners who have attained the age of 18 years or above are eligible for the membership. In case of an owner being less than 18 years of age, he will be represented in all matters by the Legal Guardian.
- ii) The eligible flat owner shall have to fill up the prescribed form for membership. The Executive Committee has the powers to admit or reject the application submitted by the apartment owner and the decision of the Executive Committee will be final.
- iii) If a member dies, his / her membership shall ipso-facto cease, but his / her heir will become a member, subject to fulfilling the condition at para 3(i) above.
- iv) All the members should abide by the rules and / or any rules that may be made from time to time.
- v) The member(s) of the General Body who violate the rules and regulations of the Association and those who indulge in activities against the interest of the Association, a resolution can be brought out by the members of Executive Committee or other steps will be initiated against such member for punishment.
- vi) Every member / occupant shall pay monthly subscription for maintenance of Security arrangement, Lifts and other necessary civic amenities and common facilities as decided by the Executive Committee from time to time. If the owners / occupants do not pay the monthly subscription, the Executive Committee will take action to highlight them and / or any other appropriate action for recovery of dues.
- vii) The members must pay the prescribed subscription by 15th of the month and get a receipt from the Association. Members may also like to pay the subscription in lump sum for any number of months in advance if they so desire. The Subscription of Members, who make advance payment of monthly maintenance charges for 11 months in April, will be treated as subscription for the whole year. In case the monthly maintenance charges are not made in the month it's due, a penalty of Rs. 30/ per month of delay would be imposed till it's paid.
- viii) In addition to charges specified above, members shall share any fees, levies, rates and taxes, fines deposits, as demanded from the Association, from time to time, by the Govt. and other statutory bodies.
- ix) A one time entry fee of Rs. 1000/ for every new tenant would be charged from the Beneficiary while giving the Flat on rent.
- x) TRANSFER :

As per CGEWHO rules the sale / transfer of dwelling unit is not permitted before transfer of the legal title of the unit by the CGEWHO in favour of the owner. After transfer of the legal title of the dwelling unit by the CGEWHO in favour of the owner, he / she may dispose off his / her dwelling unit with prior permission of the Association, upon payment of outstanding dues. The transferee will only be admitted as a member of the Association after he fills up the prescribed form for membership and submits a copy of the No Dues Certificate issued to the Transferor by the Association along with payment of transfer fee equal to an amount of 1.5% of the total consideration paid for the flat towards the Kendriya Vihar (Phase – 1) Owners Welfare Association charges with regard to the welfare of the Association and / or other amount as decided by the Executive Committee from time to time.

4. RIGHTS, OBLIGATIONS AND PRIVILEGES OF MEMBERS

- i) **RIGHT TO RECEIVE NOTICES:** Notice of all the Annual and Special General Body meeting shall be issued to all members and also displayed on the notice boards of the Association. The proof of the notice shall be deemed to be sufficient proof of issue of the notice to the members.
- ii) **VOTE :** Each member or his / her authorized representative shall have only one vote. A member who is a defaulter in paying the dues of the association shall have no right to vote in any meeting . Authorized representative shall mean husband / wife and /or the family member over 18 years residing with them.
- iii) A member is entitled to see bye- laws, receipt and expenditure account and balance sheet in the office of the Association during working hours.
- iv) Each member is entitled to attend Annual General Body meeting and Special General Body meeting and elect the Executive Committee.
- v) Every member of the Association shall have right to express his / her opinion in the General Body meeting and also to vote in the General Body.
- vi) Every member is obliged to honour the bye-laws and to respect the Constitution of the Association.
- vii) A member may move the court for resolving any dispute arising between the members of the Executive Committee or with the members of the association.
- viii) If a flat owner intends to rent out his / her flat to a tenant or wishes to give it for use to a relative or friend for social obligation, then the flat owner shall intimate in writing to the Association giving complete particulars of the tenant / relative /friend in the larger interest of the Kendriya Vihar 1 complex in order to avoid any undesirable elements coming to occupy flat in the complex. The flat owner shall also advise such persons to give an undertaking to the Association in writing his/her obligation to abide by the Rules and Regulations of this Welfare Association. The ultimate responsibility and liability to pay the Association dues shall, however rest with the flat owner only.

ix) If a tenant wishes to vacate the flat, he/she shall give prior intimation to the Association and obtain a no-dues certificate and gate pass for his/her truck/lorry/van to leave the main gate of the complex.

(x) The Residents keeping domestic pets shall abide by the Municipal Bye-Laws and Regulations, Pets are to be taken to the open space outside the campus for defecation and are not to do the same on the roads / lawns / common areas of premises.

(xi) Lifts will not be used for conveyance of pets or heavy luggage. Terrace is not to be used as toilets for pets or for storage of packing material.

(xii) Terrace on the top of the each block / building has to be used as a common area by the members of the Block living on the ground, 1st floor, 2nd floor, 3rd floor, 4th floor and 5th floor. Any temporary or permanent structure will not be allowed to be set on the terrace. If such structure is erected in spite of the objection of the Executive Committee, the same will be demolished at the expense of the owner. This clause is to be noted and shall be binding on all the members of the Association and will be enforced without any fear or favour.

(xiii) All the Vehicles of the residents must have the Association sticker permanently fixed. This is a security requirement. No Vehicle will be parked in common areas by residents or visitors.

(xiv) Parking of the Vehicles will be done strictly at the respective places allotted to a particular apartment owner and for others who do not have the allotted parking place they will park their vehicles at the earmarked places by the Association so that problem/inconvenience is not created to others.

5. REMOVAL OF A MEMBER:- THE CIRCUMSTANCES UNDER WHICH MEMBERS COULD BE REMOVED FROM THEIR ROLES, THEIR LIABILITIES AND THE PROCEDURE FOR REMOVAL AND APPEAL, IF ANY, AGAINST SUCH REMOVAL

i) If any member of the Association fails to remit the monthly subscription despite demand notice, he /she will be liable to be removed from the membership of the Association and his / her name displayed prominently on all Notice Board(s) of the Association.

ii) The Executive Committee will remove the members who have entered in to subversive activities against the interest of the Association.

iii) If any member brings to the notice of the Executive Committee in writing in respect of member who violates the bye-law of the Association, the Executive Committee may take any action as deemed fit and it's decision shall be final and binding.

iv) A flat owner ceases automatically to be a member in case of death, insanity and penalty of imprisonment by the Court of law.

v) In case a member is removed from the membership of the Association for whatsoever reason and no serious effort for re-admission is made by the removed member for a period of six months, he / she

may be termed as stranger / alien and may be sued for the recovery of arrears of subscription and for the damage to the property of the Association, if any.

vi) Such removed members shall be denied all facilities of the common services / amenities enjoyed by the member of the Association including the common facility of water supply.

vii) If removed members feel their removal is unreasonable and not justifiable, they can represent in writing to the Executive Committee to prove their innocence along-with the support of evidence on their behalf before the Executive Committee. However, if they are found to be at fault they can apologize for their actions before the Executive Committee.

viii) Removed members may be re-admitted to the Association on the recommendation of the Executive Committee in their favor, on payment of all outstanding dues along with penalty of Rs.500/-.

6. WORKING AND THE MANAGEMENT OF THE ASSOCIATION: GENERAL BODY ELECTIONS.

The General Body meeting shall be held annually within the Kendriya Vihar Complex or at any other place as the Executive Committee may decide from time to time. The ultimate authority in all matters relating to the management of Association shall vest in the General Body. If there is no quorum in a General Body meeting, it may be convened on the same day, at the same place within an hour and for this postponed meeting quorum is not necessary.

Twenty-one days notice by e mail shall ordinarily be given to the members for convening Annual General Body meeting and this message will be displayed on the Notice Board also.

The President or in his / her absence The Vice-President shall preside over the Annual General Body meetings. Every issue shall be decided by voting among members present and their authorized representatives. In the event of a tie, the presiding officer shall have a casting vote. Voting will be carried out with secret ballot.

General Body will elect only 13 Executive Members (One from Type-A, Six from Type-B, Three from Type-C and Three from Type-D Flats) and these 13 members will in turn elect President (1), Vice-President (1), Secretary (1), Additional Secretary (1), Joint Secretary (1), Treasurer (1) etc. as office bearers of the Association. This body will be termed as the Executive Committee.

The following matters shall be decided by the General Body by a rule of simple majority and the Executive Committee shall implement such decisions.

- i) Confirmation of the Minutes of the previous General Body meeting,
- ii) Adopting annual report and annual audited accounts,
- iii) Investment and management of funds,
- iv) Any other matter with the permission of the Presiding Officer.

7. EXECUTIVE COMMITTEE

- i) The management of the Association, including its funds and properties shall be vested in the Executive Committee, subject to the control of General Body. The Executive Committee shall consist of members elected by the General Body.
- ii) All the members are eligible to be elected to an office of the Executive Committee.
- iii) General Body will elect only 13 executive members. They in turn will elect President, Vice-President, Secretary, Additional Secretary, Joint Secretary, Treasurer etc. from among elected members who are residing in their respective flats.
- iv) The President is responsible for submitting the list of the Executive Committee members with the Registrar of Societies within 14 working days of the Annual General Body meeting.
- v) The term of office of the elected members of the Committee shall be for two years from the date of assumption of office and can be extended for a maximum up to six months.
- vi) No office bearer of the Executive Committee, (such as President, Vice-President, Secretary, Additional Secretary, Joint Secretary and Treasurer shall be eligible to hold that particular post for more than two consecutive terms.
- vii) A person who is an undischarged insolvent or who has been convicted of an offence in connection with formation, promotion, management or the conduct of affairs of the Association or an offence involving moral turpitude, shall be disqualified for being elected as a member of the Executive Committee.
- viii) An elected Committee member may resign at any time, sending in a letter of resignation to the President which will be effective from the date on which it accepted by the Committee.
- ix) Should a Committee member absent himself from the three consecutive meetings of the Committee without leave of absence he / she shall cease to be a member of the same unless a majority of the remaining committee members decide otherwise.

- x) There shall be at least one meeting of the committee every month but the interval between two such meetings shall in any case, not exceed 60 days.
- xi) Every issue before the committee shall be decided by a simple majority of the committee members present.
- xii) The committee shall be responsible for conducting the day to day affairs of the Association.
- xiii) Seven days clear notice shall be given for committee meeting. However committee members in emergencies may waive such advance notice.
- xiv) Interim vacancy in the office of the President, Vice President, Secretary, Additional Secretary, Joint Secretary, or Treasurer created by the resignation or otherwise, shall be filled up by the Executive Committee which can authorize any of its member to assume the vacant office on simple majority basis.
- xv) The Executive Committee can also co-opt any member of the Association as an Executive member as and when such a vacancy arises due to whatsoever reason. Such member shall, however, have no voting right.
- xvi) The quorum, in any meeting, must be $2/3^{\text{rd}}$ of the members of the Executive Committee i.e. 9 members. If there is no quorum in any meeting, it may be convened again on the same day at the same place within an hour and for this postponed meeting, the quorum is not necessary but the resolution cannot be determined without the presence of the quorum.
- xvii) In case any of the office bearers does not behave properly, is found wanting in performing his/her duties and responsibilities, does not cooperate with other members or who is difficult to deal , argumentative or works against the interest of the Association, the Executive Committee with the consent of $2/3^{\text{rd}}$ of the total members will remove him from the post he/she is occupying.

8. DUTIES OF THE EXECUTIVE COMMITTEE MEMBERS

A PRESIDENT

The President shall have general control over all the affairs of the Association. He / she shall preside over all the meetings of Executive Committee and General Body. He shall exercise general supervision over the activities of the Association. He may dispose off such important and urgent matters which for want of time cannot be put up to the Executive Committee. He may also authorize expenditure up to Rs.10,000/-, but the cumulative expenditure before it is put up for the approval of the Executive Body shall not in any case exceed Rs.20,000/- p.m. The expenditure so incurred should be got approved from the Executive Committee at its next meeting.

The President shall be the person to enter into a contract approved by the Executive Committee representing the Association. At the time of the approval of the contract, the Executive Committee shall simultaneously, appoint a working committee for proper execution of the work. This committee shall work under the overall supervision of the Executive Committee under the spirit of collective

responsibility. The President or Secretary along with the Treasurer shall jointly operate the Bank account of the Association. He/she shall be the person to initiate with the consent of the Executive Committee any legal proceedings or to defend any legal action against the Association. All legal proceedings shall be initiated, continued or defended by the President who shall sign the documents / papers and Vakalatnama relating there to, in the name and on behalf of the Association.

B. VICE – PRESIDENT

He / she shall carry out such duties as may be assigned to him / her from time to time by the Executive Committee. In the absence of the President he / she shall assume the duties and powers of the President, including operation of the Bank account.

C. SECRETARY

The Secretary shall be responsible for the executive administration of the Association subject to the control of the Committee. The Secretary shall have the power to appoint or remove any staff of the Association subject to the approval of the Executive Committee. He , with the approval of the Executive Committee, can take action against members who violate the rules and regulations of the Association. He/she will maintain a register containing names and addresses of all the members of the Association.

He / she will issue the notice of the meetings in consultation with the President / Vice President and shall draw agenda of these meetings. He /she shall keep proper records of the meetings of the Executive Committee and shall submit a report on the working of the Association for the preceding year at all the Annual General Body meetings. He /she shall conduct all necessary correspondence on behalf of the Association.

The Secretary shall have the custody of all necessary correspondence on behalf of the Association and the documents belonging to the Association. He / she may also authorize expenditure up to Rs.8000/-, but the cumulative expenditure before it is put up for the approval of the Executive Body shall not in any case exceed Rs.15,000/- p.m. The expenditure so incurred should be got approved from the Executive Committee at it's next meeting.

D. ADDITIONAL/ JOINT SECRETARIES

Additional /Joint Secretary shall carry out such duties as may be assigned to them from time to time by the Secretary. In the absence of the Secretary , the Additional Secretary and in the absence of Additional Secretary, the Joint Secretary , (as per directions of the President), shall assume the duties and powers of the Secretary and shall be responsible to submit all desired reports and maintain necessary records.

E. TREASURER

The treasurer shall be in charge of the funds of the Association subject to the control and direction of the Executive Committee. He / she shall maintain proper accounts and other related records, collections. He / she shall effect payment of the monthly wages and other routine maintenance expenses, authorized by the Executive Committee. He / she shall act as a financial adviser to the Executive Committee.

Payment of the non-routine expenses shall be made only after the approval of the Executive Committee. The President or the Secretary along with the Treasurer shall jointly operate the Bank account of the Association. They shall deposit the money received into the Bank account of the Association at periodic intervals retaining a sum considered necessary to meet the monthly expenses.

The Treasurer shall prepare the necessary statement of accounts for audit. The account of the Association shall be closed on 31st March every year. It shall first be approved by the Executive Committee and then got audited. The Treasurer shall present audited account in the General Body meeting.

Treasurer shall prepare a monthly statement of expenditure and display it in the notice board after getting prior approval of the Executive Committee.

9. EXTRA ORDINARY GENERAL BODY MEETING

The Committee may at any time call an extra ordinary General Body meeting of the Association and shall call such meeting with 21 days advance notice after receipt of a requisition in writing by not less than 1/3rd of the members of the Association.

If an extra ordinary General Body meeting of the Association is not called in accordance with such requisition, the requisitioners shall have power to call such meeting themselves. No extra ordinary General Body meeting shall be deemed to have been duly called if members of the Association have not been given reasonable time.

The extra ordinary General Body meeting is only to discuss the particular matter or business and other matters cannot be taken up for discussion. The resolution must be passed by 2/3rd of the members present.

10. SPECIAL RESOLUTION AND OBJECTIVE FOR WHICH PASSAGE OF THE SPECIAL RESOLUTIO IS NECESSARY

- i) Special resolution means a resolution passed by a majority of not less than 2/3rd of total members of the Association entitled to vote in person or by authorization.
- ii) Special resolution is required for following :-
 - a) To amend the provisions of the Bye-Laws / Rules and Regulations and or the memorandum.
 - b) For changing the name of the Association.

- c) For bringing no confidence motion against the Executive Committee or any of it's member.
- d) For dissolution of the Association.

The notice for the General Body / extraordinary General Body meeting where it is intended to propose the special resolution, shall be given to all members of the Association 21 days by e-mail before the conduct of such a meeting, specifying the day, hour, place and objective of the meeting. The notice shall contain a copy of the special resolution proposed to be passed at the meeting.

11. DISSOLUTION OF THE ASSOCIATION AND PROCEDURE FOR DISPOSAL OF DISSOLVED ASSETS

Association may by a special resolution determine that it shall be dissolved and there upon the Association shall be dissolved forth with by 2/3rd majority in a Special General Body meeting. If upon the dissolution, there shall remain after the clearance of all it's debts and liabilities, any property whatsoever, the same shall not be paid or distributed among the members but shall be given to the Government to be utilized for any of the purpose or any other Association with similar objectives as the General Body may decide as per the provision of the Societies Registration Act, 1860.

12. MINUTES OF PROCEEDINGS OF ASSOCIATION GENERAL BODY MEETINGS AND OF IT'S EXECUTIVE COMMITTEE MEETINGS

The Association shall cause minutes of all proceedings of it's General Body meetings as well as of Executive Committee meetings to be entered in books kept for that purpose. The Secretary shall be responsible to prepare and issue the minutes of such meetings.

13. EXHIBITION OF THE REGISTER OF MEMBERS, AND RECORDS AT THE REGISTERED OFFICE OF THE ASSOCIATION DURING BUSINESS HOURS FOR INSPECTION BY ITS MEMBERS FREE OF CHARGE.

The Association shall maintain a register containing the names, addresses and occupation of its members. The Register of members shall, during business hours be open to inspection by any member, free of charge and any member may make any extract therefrom.

The other records containing the minutes of meetings and the books of Accounts of the Association shall also be kept at the registered office of the Association for inspection by the members.

14. ASSOCIATION FINANCE

i) The Association shall have following Assets and funds :

a) The flat owners / beneficiaries have already paid 1.5% of the total cost of the flat towards the Kendriya Vihar (Phase-1) Apartment Owners Association charges with regard to the welfare of the Association.

b) The Executive Committee shall fix a monthly subscription amount to be charged from members to meet expenses in current , if required for rendering common amenities like water supply, maintenance of lifts, lighting, security, garbage cleaning etc. and maintenance of all common properties.

c) The Association shall have a general reserve fund by way of contingency fund to a limit of 3/4th which can be invested in security deposits from time to time.

d) All interests or other income arising out of the said funds or assets.

e) All assets that may be purchased or acquired from and out of the said funds or otherwise by the Association.

f) All investment and realization there from or out of the said funds.

g) All funds and assets, the CGEWHO will hand over the permanent assets for the common use of the members.

h) The Treasurer shall be the custodian of the funds of the Association and subject to the decision of the Executive Committee in the matter of extent and conditions, the funds may be applied and invested for the objectives of the Association.

iii) The association shall have a saving bank account in a scheduled nationalized bank.

iv) The Bank account will be operated by the Treasurer, jointly with either the President or the Secretary.

15. ACCOUNTS TO BE MAINTAINED BY THE ASSOCIATION

i) Association shall keep and maintain the following books of accounts:

a) Cash Book containing daily receipt and expenditure, and the balance at the end of each day

b) Receipt book containing forms in duplicate, one each set to be issued with details of money received by the Association and other to serve as counter foil.

c) Vouchers file, containing all vouchers for contingent and other expenditure incurred by the Association, numbered serially and filed chronologically.

d) Ledger showing consolidated and separate account of all items of receipts, expenditure, number wise as well as item wise.

e) Monthly register of receipts and disbursement.

ii) Every entry in the books of account, required to kept under the rules shall be entered as and when the particular event occurs.

iii) The weeding of the audited records is to be done after every five years except the Cash Books and Receipt Books which are to be kept for ten years subject to exceptions where the law of land warrants otherwise or the documents are needed for longer period due to court case(s) etc.

16. AUDIT AND ACCOUNTS

The Executive Committee shall get the accounts audited by a Chartered Accountant within 6 months of the end of the financial year i.e. September of each year so that the same could be presented to the Association's annual General Body meeting.

The following records are to be maintained by the Association.

- i) Registration of Society
- ii) Register of Renewals
- iii) Membership Register
- iv) Records of proceedings of the meetings
- v) Stock Register
- vi) Cash Books, Ledgers, and Receipt Books
- vii) Directory of Allottees
- viii) Quotation / tender opening register
- ix) Any other records as may be considered essential / necessary by the Association

17. GENERAL PROVISIONS

i) The enjoyment of each flat by its owner or resident in relation to other flats, is regulated by the terms of the rules of allotment of CGEWHO and those of State of Punjab. All the flat owners / residents will adhere to these regulations for a good community living.

ii) Temporary use of common areas like Terraces, Court yards, Gardens, Passages etc. for any social or religious functions shall only be with prior permission of the Executive Committee.

iii) The flat shall not be used for any purpose other than that for which it has been constructed / allotted. No obnoxious trade or illegal activity shall be carried out in and / or around the Apartment.

iv) The maintenance of drainage system, Lifts, common lighting arrangements, cleaning of under ground storage reservoir, maintenance of street lights and gardens outside the flats, common passages and exterior finishing and outside or areas held in common shall be the concern of the Association.

- v) The maintenance of water pipe line and lighting arrangement inside a flat and finishes of the inside walls shall be the sole concern of the flat owner.
- vi) If there is any defect i.e. the defect of such a nature as to affect the flats with a common wall or ceiling separating two flats, the cost for repair shall be born by the flat owners. If there is any difference of opinion between the flat owners in this regard, the matter will be referred to the Executive Committee of the Association for an amicable settlement.
- vii) In case of any dispute between the Executive Committee and the flat owner the matter may be referred to an Arbitrator in writing and his decision shall be binding on the Executive Committee and the flat owner.
- viii) Terrace has to be a common area to be used by the members of the Block living on the Ground and all other floors. Any temporary or permanent structure will not be allowed to come up on the Terrace. If such a structure is erected in spite of the objection of the Executive Committee, the same will be demolished.
- ix) No owner / resident shall encroach on the Association land premises and no structure shall be put up in the common areas i.e. Terrace, Corridors Staircase and landing, un-allotted garages, Court yards, lawns and passages etc. No change in external structure / extension of flats shall be permitted. In case of default, the Executive Committee shall act to restore such encroached land or premise and to remove such super structure / extension at the cost of the concerned flat owner.
- x) Suitable number of Watchmen, Gardeners, Sanitary Workers (Safai Karamcharies), Electricians and Plumbers are to be employed for proper maintenance of the Campus as per the norms and guidelines to be decided by the Executive Committee.
- xi) The Executive Committee will undertake the day-to-day maintenance and other duties. For that purpose, the Executive Committee is entitled to appoint Staff and Technicians. The expenditure to be incurred for the day-to-day maintenance shall be met from the funds collected as fees, subscription and donations.
- xii) Garbage is to be thrown only at the designated / earmarked places in order to avoid unhealthy conditions. The Residents should not throw refuse / garbage from upper floors on to the ground floor.
- xiii) The privacy of the residents should be respected and should not be violated by means of loud music and other activities. Megaphone / Loudspeakers should not be used without the permission of the Executive Committee.
- xiv) **ASSESSMENTS** : All owners are obliged to pay annual assessment imposed by the Association to meet all expenses relating to the Complex, which may include an insurance premium for a policy to cover repair and re-construction work in the case of Hurricane, fire, earthquake or other hazard or calamity.
- xv) **MAINTENANCE AND REPAIR** : Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the Complex in entirety or in a part

belonging to other owners and would be responsible for the damages and liabilities that his failure to do so may endanger.

xvi) **RIGHT OF ENTRY** : An owner shall grant the right of entry to the authorized person or any other person authorized by the Association , in case of any emergency originating in or threatening his unit, whether the owner is present at that or not.

xvii) An owner shall permit other owners or their representatives when so required, to enter his unit for the purpose of performing installation, alteration 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 emergency, such rights of entry shall be immediate.

xviii) **AFFILIATION** : Should there be any Federation of flat / apartment owners in the locality in which the Complex is situated, the Association may become a member thereof, and pay the sums from time to time, payable to such Federation under the rules thereof.

xix) **SEAL OF ASSOCIATION** : The Association shall have a common seal which shall be in the custody of the Secretary and shall be used only under the authority of a resolution and every deed or instrument to which the seal is affixed shall be attested for or on behalf of the Association by the Secretary or any other person authorized by the Association.

18. The Association shall abide by the conditions as listed below :-

a) The income and property of the Association shall be applied solely towards the promotion of the objectives of the Association as set forth in the Memorandum of Association and no portion thereof shall be paid, transferred or divided by way of bonus, dividend or otherwise directly or indirectly among the members of the Association.

b) No member of the Executive Committee of the Association shall be appointed to any salaried office of the Association, or any office of the Association paid by fees, that no remuneration shall be given by the Association to any member of such Executive Committee, except repayment of out of pocket expenses and interest on money lent or rent for premises / demises to the Association.

c) The Association by it's constitution is required to apply the profits, if any, or other income in promoting its objectives.

d) The Association may by a Special resolution as per clause 11 of these Bye-Laws dissolve the Association.

Certified to be true copy

