

CHAPTER – I

1. SHORT TITLE AND APPLICATION:

- (i) These bye-laws may be called the bye-laws of the Kendriya Vihar Phase-II Apartment Owners Welfare Association Indra Nagar, Gachibowli, Hyderabad-500032
- (ii) The provisions of these bye-laws apply to the members of Kendriya Vihar Apartment Owners Welfare Association, Indra Nagar, Gachibowli, Hyderabad, R.R.District. All Kendriya Vihar 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.
- (v) If anything contained in these bye-laws are directly or indirectly in contravention to the rules or bye-laws of the CGEWHO, the rules and bye-laws of the CGEWHO shall prevail upon these bye-laws.

2. DEFINITIONS:

In these bye laws, unless and otherwise the context requires:

- a) “Allottee” is a person who has obtained dwelling unit from the Central Government Employees Welfare Housing Organisation, New Delhi after paying the cost thereof and other expenses.
- b) “Annual General Body meeting” and “Extra-ordinary general body meeting” mean such general body meeting of the Association as are convened and are held under the bye-laws of the Association.
- c) “Association” means the association of all the Apartment Owners who are herein after referred to as members constituted by such members for the benefit and welfare of the Kendriya Vihar Phase-II apartment owners.
- d) “Beneficiary” means an allottee of the dwelling unit by the Central Government Employees Welfare Housing Organisation, New Delhi.
The meaning of the words “beneficiary” and “allottee” is synonymous.
- e) “Building” means Blocks, Flats and other adjacent structures located at Kendriya Vihar Phase-II,

Indra Nagar, Gachibowli, Hyderabad-5000 R.R.District.

- f) “Committee” means Executive Committee duly elected by the members of the Association in the General Body meeting.
- g) “Dwelling Unit” means a flat either occupied or otherwise owned by the member of the association. The words “Dwelling Unit” and “Flat” connote the same meaning.
- h) “Majority of Members” means those members who constitute more than 50% of the total number of members.
- i) “Meeting” means all such meetings other than General Body Meeting and Extra Ordinary General Body Meeting of the Association.
- j) “Member” means an allottee or beneficiary or subsequent purchaser of the flat who has been admitted to the Association.
- k) “Office Bearer” means President, Vice President, Secretary, Joint Secretary / Joint Secretaries, Treasurer who have been duly elected by the Executive Committee. The persons who are eligible to be admitted to the Association as Members are alone eligible to be elected as Office bearers and Executive members.
- l) “Owner” means a person owning an apartment or dwelling unit, in Kendriya Vihar, Phase-II, Indra Nagar, Gachibowli, Hyderabad, R.R.Dist. having been allotted such apartment by CGEWHO, New Delhi or a legal transferee or got it through any conveyance deed or by will from his/parents or family members.
- m) “Proxy” means spouse, father, mother, son or daughter of the member.
- n) “Resolution” means a resolution of the Association duly passed and adopted in the General Body Meeting, Extra Ordinary General Body Meeting or Executive Committee.
- o) “Tenant” means a person who is living in the flat of an owner, on agreeing to pay rent to him as per agreement or also pay the taxes, fees or charges to the Association. The term ‘tenant’ includes ‘lessee’ and ‘licensee’
- p) “Unit” means dwelling unit in Kendriya Vihar, Phase-II, Indra Nagar, Gachibowli and includes “Family Unit”
- q) “Year” means financial year.

For the purpose of this Association and for this document Rules and Regulations carry the same meaning.

Each dwelling unit shall be called Flat or Apartment.

3. AIMS AND OBJECTS OF ASSOCIATION:

The aims and objects of the Association are specifically mentioned in the Memorandum of Association and they are applicable Mutatis Mutadis under these bye-laws also.

4. MEMBERSHIP OF THE ASSOCIATION:

(i) All the apartment owners who have attained majority and who have been allotted dwelling units by CGEWHO, New Delhi shall become Members of Association on payment of admission fee of Rs.100/- (Rupees One Hundred only)

(ii) Upon any owner selling his apartment or absolutely conveying the same by way of gift under his will or otherwise the purchaser or donee shall become a Member of Association and shall be admitted as member on payment of the admission fee to the Association or as determined from time to time by the Association.

The Executive Committee has the powers to admit or reject the application submitted by the Apartment Owner and decision of the Executive Committee shall be final. However if the Apartment Owner challenges that decision he/she can further take up the matter by way of Appeal before the General Body.

(iii) The members shall be liable to pay any other special contribution as decided by the Executive Committee to meet specific expenses such as purchase of assets, special maintenance as distinguished from routine maintenance.

5. TRANSFER OF PROPERTY:

a) As per CGEWHO rules, the sale or transfer of dwelling unit is not permitted before transfer of the legal title of the dwelling unit by the CGEWHO in favour of the beneficiary / owner. After transfer of the legal title of the dwelling unit, in favour of the owner / beneficiary, he / she may dispose of his / her dwelling unit with prior intimation and by obtaining a "No due certificate for transfer of property" from the Association upon payment of the outstanding dues and by submitting an affidavit in the prescribed format from the intending purchaser to the effect that he / she will abide by the bye-laws, rules and regulations of the Association. The transferee will only be admitted as a member of the Association after he / she fulfils the formalities and submits a copy of the "No due certificate for transfer of property" issued to the transferor by the Association along with payment of transfer fee of Rs. 5000 (rupees five thousand only) towards the Apartment Owners Welfare Association charges for its welfare activities and / or any other amounts as decided by the Executive Committee from time to time. When the property / dwelling unit is transferred by way of will to spouse / children, gift and to a legal heir, the transfer charges need not be paid to the Association as there is no sale of property / dwelling unit. However the person in whose favour the property / dwelling unit has been thus transferred will have to submit an affidavit to the effect that he / she will abide by the bye-laws, rules and regulations of the Association and clear all the outstanding dues, if any, before he / she can be admitted as a member of the Association.

b) **Joint Apartment Owners**: When an apartment has been purchased by two or more persons jointly they shall be jointly entitled to the apartment and either of them alone have the right to vote.

c) **Disqualification**: No member shall be entitled to vote in the election of members of the Executive Committee or any other office bearer or be entitled to stand for election to such office if he / she is in arrears on the first day of the relevant month in respect of his/her contributions for common expenses or any other dues to the Association for three calendar months or more.

CHAPTER II

1. VOTING, QUORUM AND PROXIES:

(i) **Voting**: Except or otherwise provided in these bye-laws voting by members shall be through single non transferable vote.

(ii) **Quorum**: Except or otherwise provided in these bye-laws the presence in person or by Proxy 1/3rd of the members shall constitute quorum.

(iii) **Proxies**: Any member who has been defined as proxy under Sub Clause (m) of Clause 2 in Chapter 1 at page 7, a right to vote may appoint any person as his/her proxy and such appointment shall be in writing, duly filled in 'proxy forms' which should be deposited in the Association office at least 48 hours before the commencement of a meeting. A proxy can take part in discussions at a meeting and cast his/her vote. The relationship of a proxy to the concerned member shall be indicated in the Proxy form and the proxy may be required to prove his/her identity. A proxy can represent only one member.

(iv) **Rights**: A member is entitled to see bye-laws, receipt and expenditure accounts and balance sheet in the office of the Association during working hours.

(v) Each member is entitled to attend Annual General Body Meeting and Special/Extraordinary General Body Meeting and elect the Executive Committee.

(vi) Every member of the Association shall have right to express his/her opinion in the General Body Meeting and also to vote in the said meeting.

(vii) Every member is obliged to honour Memorandum of Association and bye-laws and to respect the Constitution of the Association.

(viii) Any member having grievance may take up the matter before the Executive Committee. The Executive Committee shall dispose of the same within a month. If he / she is not satisfied with the decision of the said committee or not settled within a month, by way of appeal he/she can take up the matter before General Body.

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.

(ix) 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 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 and also make payments of subscription / maintenance charges to the Association regularly. The ultimate responsibility and liability to pay the Association dues shall, however rest with the flat owner only.

(x) 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.

2. REMOVAL OF A MEMBER AND THE PROCEDURE:

a) If any member of the Association fails to remit the monthly maintenance charges or other charges, annual subscription, if any, despite demand notice, he/she will be liable to be removed from the membership of the Association and black-listed and his/her name would be displayed prominently on all the notice boards of the Association.

b) The Executive Committee shall have the power to remove a member(s) of the KVAOWA, Phase-II Indranagar if it is found that he / she has entered into activities against the interests of the Association by following the set procedure of calling for an explanation from the individual(s). The removal from the membership shall, however, require the approval of 2/3rd members of the Executive Committee. Such removed member shall, however have the right of appeal before the General Body for re-admission and the decision of the General Body will be binding on both the individual and the Executive Committee.

c) If any member brings to the notice of the Executive Committee in writing in respect of members who violate the bye-laws of the Association, the Executive Committee may take appropriate action, as deemed fit and its decision shall be final. However, the matter can be further taken up before the General Body for further redressal of grievance.

d) In case, a member is removed from the membership of the Association for whatsoever reason pending his readmission he/she must continue to regularly remit subscription / maintenance/other charges as decided by the Executive Committee. In case of default, the Executive Committee shall have power to take action as deemed fit. Any damages caused by such removed member directly or indirectly to other flats/common areas, he/she shall be liable to pay damages as decided by the Executive Committee.

e) Such removed member shall be denied all the facilities of the common services/amenities enjoyed by the members of the Association including the common facility of water supply, power supply and any other facility as decided by the Executive Committee.

f) Any removed member may be readmitted to the Association on the recommendation of the Executive Committee / General Body in his / her favour on payment of all outstanding dues and other conditions stipulated by the Executive Committee/General Body.

CHAPTER – III

ELECTION OF THE EXECUTIVE COMMITTEE AND POWER OF THE GENERAL BODY

(a) **Composition of the Executive Committee:** When elections are due to the Executive Committee, the AGM shall elect, a minimum of 18 and a maximum of 20 members. Firstly, 18 members to the Executive Committee are to be elected from among the members residing in each block to represent that block. If no such member is willing/available for candidature from any block, a member, preferably of the neighboring blocks can file his nomination to represent such block from which no nomination is filed. If no consensus is possible election is to be conducted in the relevant AGM and all the members are eligible to vote for each candidate contesting from each block. After the election of 18 members, one from each block to the Executive Committee, if it is found that no women are represented in the Executive Committee, the AGM at their discretion by a majority decision can elect up to two women members to the Executive Committee.

The Executive Committee shall elect the President, Vice President, Secretary, two Joint Secretaries and Treasurer from among the Executive Committee members.

(b) **Powers and Duties of the Association:** The Association shall have the responsibility of administering Kendriya Vihar Phase-II Complex, approving the Annual Budget, establishing and collecting monthly assessments and make necessary arrangements for the management of the said complex in an efficient manner. Except as otherwise provided, resolutions of the Associations shall require approval of majority of members present in a duly constituted meeting or a Special meeting of the Association. The Association shall maintain close liaisoning with CGEWHO, New Delhi and other local authorities on all matters of mutual interest.

(c) **Place of Meeting:** The meetings of the Association shall be held in the Community Hall of Kendriya Vihar Phase-II, Indra Nagar, Gachibowli, Hyderabad-5000 R.R.Dist.

(d) **Annual Meetings:** The General Body Meeting will be held annually and the quorum of the said meeting shall be 1/3rd of the members. If there is no quorum in any

General Body Meeting, it may be convened again on the same day, at the same place within an hour and for this meeting the quorum is not necessary.

(e) **Notice:** Twenty One days prior notice shall ordinarily be given to the members for convening Annual General Body Meeting and this information should be displayed on the notice board also.

(f) **Election and Voting Procedure:** The president or in his/her absence the Vice President shall preside over the Annual General Body Meetings. Every issue shall be decided after voting by the members or proxies present in the AGM. In the event of tie the presiding officer shall have a casting vote. Voting will be carried out through secret ballot, if the members so desire. Otherwise, the voting may generally be carried out openly.

(g) **Returning Officer:** The Executive Committee would appoint a Returning Officer who is a member and not contesting the election to conduct the Election independently. He has to scrutinize the voters list and issue necessary notification to conduct the elections impartially. After conducting the election he should announce the results thereof and declare it before AGM and exhibit in the notice board, for giving due publicity.

Once the election process is started, his action cannot be questioned by anybody including the courts. If at all any body raises objections or challenges the election, the same should be done only after completion of the election process.

(h) **Removal of Office Bearers:** An Office Bearer can be removed from the post by a resolution of no-confidence motion with the strength stipulated in Chapter-IV, Clause 14 of the bye-laws.

The following matters shall be decided by the General Body by a rule of simple majority except for item iii below and the Executive Committee shall implement such decisions for item iii below 2/3rd majority of the General Body is required.

- a. Confirmation of the minutes of the Previous General Body Meeting.
- b. Adopting annual report and annual audited accounts.
- c. Investment and management of funds.
- d. Election of executive committee.
- e. Any other matter with the permission of the presiding officer.

CHAPTER – IV

1. EXECUTIVE COMMITTEE:

1. 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. The Executive Committee has powers to incur expenditure

involving an amount upto Rupees One lakh on capital items subject to the condition that resolution shall be passed in the Executive Committee meeting attended by minimum of 2/3rd members of the incumbent Executive Committee and minimum of 10 members voting in favour of the resolution, prior to undertaking the work / procurement.

1. The president is responsible for submitting a list of the Executive Committee Members to the Registrar of Societies within 14 working days of the Annual General Body Meeting.
1. 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 THREE months.
1. All the office bearers are eligible for re-election for the two consecutive terms only.
1. A person who is an undercharged 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.
1. An Executive Committee Member may resign at any time by sending in a letter of resignation to the President which will be effective from the date on which it is accepted by the Committee.
1. If a Committee Member absents himself from 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.
1. There shall be at least one meeting of the Committee should be conducted every month but the interval between two such meetings shall not be more than 60 days.
1. Every issue before the Committee shall be decided by a majority of the committee members present subject to clause 14 of Chapter IV.
1. The Committee shall be responsible for conducting day-to-day affairs of the Association.
1. Prior SEVEN days notice shall be given for Committee Meeting. However Committee Members in emergencies may waive or cut short the period for such advance notice.
2. Interim vacancy for the post of the President, Vice President, Secretary, Joint Secretary or the Treasurer created by the resignation or otherwise shall be filled up by the Executive Committee which can authorize any of its members to assume the vacant office on simple majority basis.

1. The Executive Committee can also co-opt any member of the Association as a Member of the said Committee as and when such a vacancy arises due to whatsoever reason.
1. The quorum consists of 2/3rd of the members of Executive Committee. If there is no quorum in any meeting it may be convened again on the same day at the same place within half an hour and for this postponed meeting the quorum is not necessary. The 2/3rd of the incumbent members of the Executive Committee will however, determine the resolution subject to the minimum of 10 members voting in favour of the resolution.
1. In case if of the office bearers does not behave properly and are found inefficient in performing thier duties and responsibilities and does not cooperate with other members or who are difficult to deal with, argumentative or works against the interests of the Association the Executive Committee with the Consent of 2/3rd of the total members, may remove him/her from the post he/she is occupying.
1. All members are entitled to express his/her opinion during the Executive Committee meeting.

DUTIES OF THE OFFICE BEARERS:

A. PRESIDENT:

1. The President shall have General Control over all the affairs of the Association. He/She shall preside over all the meetings of the Executive Committee and the General Body. He shall exercise over all 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 before the Executive Committee on the recommendation of the Office bearers. He/she may also be allotted to incur an expenditure up to Rs.5,000/- (Rupees Five Thousand only). The expenditure so incurred should be approved by the Executive Committee in its next meeting.
1. The President shall be the authorized to enter into a contract on behalf of the Executive committee representing the Association. The President or Secretary along with the Treasurer shall jointly operate the Bank Account of the Association. He/she shall be authorize to sue with the consent of the Executive Committee or to defend any legal action against the Association. All legal proceedings shall be instituted, constituted or defended by the President who shall sign and verify documents, Vakalatnama etc., relating thereto in the name of 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 operating of Bank Account.

C. SECRETARY:

A. The Secretary shall be responsible for the 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 prior approval of the Executive Committee. The Secretary, with the prior approval of the Executive Committee, can take action against the members who violate the rules and regulations of the Association. He/She shall maintain a register containing names and addresses of all the members of the Association.

B. He/She will issue notice of the meeting 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 the Annual General Body Meetings. He/She shall conduct all necessary correspondence on behalf of the Association.

C. 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 to incur expenditure up to Rs.5,000/- (Rupees Five Thousands Only). The expenditure so incurred should be approved by the Executive Committee in its next meeting.

D. JOINT SECRETARY / SECRETARIES:

According to the exigencies required by the Association, Executive Committee may appoint one or more Joint Secretaries. The Joint Secretaries shall carry out such duties as may be assigned to them from time to time by the Secretary. In the absence of Secretary one of the Joint Secretaries, as per the directions of the President, shall assume duties and powers of the Secretary and shall be responsible to submit all the desired reports and maintain necessary records.

E. TREASURER:

1. 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 collect subscriptions and other dues of the Association and issue receipts for such 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 advisor to the Executive Committee.
1. The Payment of the non-routine expenses shall be made only after the specific approval of the Executive Committee. He shall deposit the money received either from the members of the Society or other individuals or institutions into the Bank account of the Association.
1. The Treasurer shall prepare the necessary statement of accounts for audit. The accounts of the Association shall be closed on 31st March of every year. It shall

first be approved by the Executive Committee and then sent for audit. The Treasurer shall present audited accounts in the General Body meeting sent for audit.

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

2. EXTRA ORDINARY GENERAL BODY MEETING:

The Executive Committee may at any time call extraordinary general body meeting of the Association and shall call such meeting with 14 days advance notice after receipt of a requisition in writing by not less than 50 members of the Association. In case of emergency the minimum period of notice can be waived or cut-short.

If an extraordinary general body meeting of the association is not called in accordance with such requisition, the requisitioners shall have power to call such meeting by themselves. No extraordinary general body meeting shall be deemed to have been duly called if members of the association have not been given reasonable time. And the reasonable time is to be decided by the Executive Committee.

The extraordinary general body meeting is only to discuss a 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.

(3) SPECIAL RESOLUTION AND OBJECTIVE FOR WHICH PASSAGE OF THE SPECIAL RESOLUTION IS NECESSARY.

1. The special resolution can be passed by a majority of not less than 2/3rd of total members of the association present and the members are entitled to vote in person or through proxy.
1. The notice for the general body or extraordinary general body meeting where intended to propose the special resolution, shall be given to all members of the association 14 days prior to conducting of such a meeting specifying the day, hour, place and object of the meeting. The notice shall contain a copy of the special resolution proposed to be passed in the meeting.
1. The Special resolution can be passed in respect of the following:
 - (i) to amend the provisions of the Bye-laws/rules, Regulations of the memorandum of association.
 - (ii) For changing the name of the Association.
 - (iii) For bringing no confidence motion against the members of the Executive Committee or Office-bearers.

(iv) For dissolution of the Association

(v) And any other urgent or important matter affecting the Association or its members.

(4) DISSOLUTION OF THE ASSOCIATION AND PROCEDURE FOR DISPOSAL OF DISSOLVED ASSETS:

The Association may by a special resolution determine that it shall be dissolved and thereupon 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 be disbursed as decided by the General Body and the law governing the subject.

(5) MINUTES OF PROCEEDINGS OF ASSOCIATION'S GENERAL BODY MEETINGS

AND OF ITS EXECUTIVE COMMITTEE MEETINGS:

The Association shall cause minutes of all proceedings of its general body meetings as well as of executive committee meetings to be entered in the books kept for that purpose. The secretary shall be responsible to prepare and issue the minutes of such meetings.

(6) EXHIBITION OF THE REGISTER OF MEMBERS AND RECORDS AT THE REGISTERED OFFICE OF THE ASSOCIATION DURING OFFICE 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 office hours be open for inspection by any member free of charge and any member can procure any information from the register.

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.

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CHAPTER – V
FUNDS AND THEIR INVESTMENTS

A. Funds may be raised by the Association in all or any of the following manner, namely:-

1. by Shares
1. by contributions, loans, donations from Apartment Owners / Residents.
1. from common income over expenditure which shall form.
1. by transfer of owners' funds or discretionary grants by the CGEWHO, New Delhi or any Government / Non-Governmental Organisation / Philanthropist and the like.
1. The funds and income of the Association shall be solely utilized towards achievement of objectives and no portion thereof shall be utilized for payment to members by way of profit, interest and dividend etc.,
1. The Apartment Owners / beneficiaries have already paid 1.5% of the total cost of the apartment towards Apartment Owners Association charges with regard to the welfare of the Association.
1. The Executive Committee shall fix a monthly subscription amount to be charged from members to meet expenses incurred if required for rendering common amenities like water supply, for providing light, garbage, cleaning, maintenance of common properties and etc.,
1. In addition, Executive Committee may decide special maintenance charges towards the cost of the chemicals to be added to the water supply treatment plant, sewage treatment plant which will be collected from time to time at suitable intervals and shall be payable separately.
1. The Association shall have a general funds by way of contingency fund to a limit of 3/4th which can be invested in secured deposits from time to time in Post Office / Nationalised Banks / Government Securities.
1. Interest or other income arising out of the said funds or assets.
1. Assets may be purchased or acquired from and out of the said funds or otherwise by the Association.
1. Investment and realization there from or out of the said funds.
1. All funds and assets which have by any means become the property of the Association.
1. Besides the above assets the CGEWHO will hand over the permanent assets for the common use of the members.

B. (i) The Association shall have a savings bank account in a scheduled nationalized bank.

(ii) The Bank Account will be operated by the Treasurer jointly with either the President or the Secretary.

C. ACCOUNTS TO BE MAINTAINED BY THE ASSOCIATION:

A. The Association shall keep and maintain the following books of accounts:

- (1) Cash book showing daily receipts and expenditure and the balance at the end of each day.
- (2) Receipt book containing forms in duplicate, one of each set to be issued with details of money received by the Association and other to be returned as counterfoil.
- (3) Voucher file, containing all vouchers for contingencies and other expenditure incurred by the Association, numbered serially and filed chronologically.
- (4) Ledger showing consolidated and separate account of all items of receipts and expenditure member wise as well as item wise.
- (5) Monthly register of receipts and disbursement.

B. Every entry in the books of account required to be kept under rule shall be entered as and when the particular event occurs.

C. The audit records shall be checked at the end of every five years except the cash book and receipts books which are to be kept for ten years subject to exceptions where the law of land warrants otherwise or where the documents are required for longer period for the purposes of court cases also.

D. AUDIT AND ACCOUNTS:

(i) The Executive Committee shall get the accounts audited by a Chartered Accountant within 6 months at the end of the financial year i.e., by September of each year so that the same could be presented in the Annual General Body Meeting of the Association.

(ii) The following records are to be maintained by the association.

- a. Registration Certificate of the Society / Association
- b. Register of Renewals
- c. Membership Register
- d. Record of proceedings of the meetings
- e. Stock Register
- f. Cash book, ledgers and receipt books
- g. Directory of members
- h. Any other record as may be considered essential or necessary by the Association.

CHAPTER VI

MORTGAGES

(i) **Notice to Association:** An owner who mortgages his flat shall notify to the association through the Secretary / President, in the event there is no Secretary the name and address of his mortgager and the Association shall maintain such information in a book titled “Mortgage of Units”.

(ii) **Notice of unpaid Assessments:** The Association shall at the request of a mortgage of unit report any unpaid assessments due from the owner of such unit.

CHAPTER VII

COMPLIANCE

Seal of the 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 passed by the executive committee and every deed or instrument to which the seal is affixed shall be attested for or on behalf of the Association by two members of the committee and the Secretary or any other office bearer authorized by the Association on their behalf.

CHAPTER VIII

RULES OF CONDUCT

(i) The owner or resident of the flat can enjoy the possession in relation to other flats is regulated by the terms of a sale deed executed by CGEWHO. All flat owners / residents will adhere to these regulations for a good community living.

(ii) Temporary use of common areas like Terraces, courtyards, gardens, passages etc., for any social or religious functions shall only be with prior permission of the Executive Committee.

(iii) Residents shall not paste advertisements / posters / hanging boards in or on the buildings except on notice board as authorized by the Society / Association

(iv) The maintenance of water pipe line and lighting arrangement inside a flat and white washing of the inside walls shall be concern of the flat owner. The Association may help them by making necessary arrangements if so required / possible.

(v) If there is any defect i.e., the defect of such nature as to effect both the flats with a common wall or ceiling separating two flats the cost for repairs shall be borne 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.

(vi) 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 as well.

The Arbitrator should be an independent person who has no connection either with the Society / Association or the flat owner He is obliged to act as per the provisions contained in the Arbitration and Conciliation Act 1996 (Act 26 of 1996).

(vii) The Residents shall exercise due care and shall not to disturb the peace by making noise by use of musical instruments, Radios, TVs and Amplifiers. They shall not indulge in any activity which causes disturbance to other occupants / residents.

(viii) 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.

(ix) 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.

(x) The Residents will exercise due care to ensure that their flower pots and other objects placed in the corridors do not pose danger of falling down and causing damage to persons / property of other residents. They shall also ensure that such items do not block or obstruct the passage or corridor.

(xi) The resident/occupants are strictly prohibited to throw garbage or trash in the terraces / courtyards / appurtenant land around the compound wall of the entire complex and common areas. All garbage is to be handed over to safai karmacharis only. Keeping of garbage / garbage bin / of waste in staircases / stilts / other common areas is strictly prohibited. Keeping flowerpots / tubs and other materials within the staircases / on the parapet walls / stilts is strictly prohibited.

(xii) No resident shall utilize the area earmarked for gardens common areas and lawns for the purposes other than for which these are provided. No owner / resident shall encroach on the association land premises and no structure shall be put up in the common areas i.e., terraces, staircase and landing, un-allotted stilts, court yards, lawns and passages etc., No change in external structure / extension of flat area shall be permitted. In case of default, the Executive Committee shall act to restore such encroached land or premises and to remove such super structure / extension at the cost of the concerned flat owner.

(xiii) 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.

(xiv) Plantation and maintenance of trees within the campus may be taken up by the Association in a big way for the purpose of creating healthy atmosphere and for beautification. Maintenance of parks is to be done meticulously. Fountains can also be installed at appropriate places for the purpose of beautification.

(xv) Suitable number of watch men, Gardeners, Sanitary workers, electricians and plumbers are to be employed for proper maintenance of the campus as per the norms and guidelines as decided by the Executive Committee from time-to-time.

(xvi) 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.

(xvii) It may be borne in mind that these flats were constructed with certain objective and in order to achieve the same the owners may verify the antecedents of their tenants / lessees / licensees before letting out. They should not indulge in any commercial activities. These flats are purely meant for residential purpose only. In other words, they should not let out for guesthouse purposes or any activity, which is prohibited by law. Owners are therefore obliged to inform the tenants to give their particulars to the Society on occupation of flats and clear the Association charges/dues before vacating the flats.

(xviii) 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.

(xix) The Residents are to ensure that their guests do not park their vehicles in the stilt areas or in such areas which obstruct other vehicular traffic.

(xx) All the guests must book in and book out at the guardroom.

(xxi) It is the responsibility of every resident to be vigilant and question any unauthorized persons roaming around in the colony. The residents may report of any suspicious object or vehicle which does not belong to the residents or to the Association office.

(xxii) The services of the electricians and plumbers should always be available to the residents. They may be utilized for repairs only. Replacement parts will have to be provided by the residents.

(xxiii) The Residents may instruct their private masons, carpenters, electricians and other attendants to stop work and exit from the colony by 18.00 hours.

(xxiv) ASSESSMENTS: All owners are obliged to pay monthly / 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 reconstruction work in the case of cyclone, hurricane, earthquake, or such hazard or calamity.

(xxv) MAINTENANCE AND REPAIR: Every owner must perform promptly all maintenance and repair work within his own flat, which if omitted would affect the complex

entirely or in a part belonging to other owners being expressly responsible for the damages and liabilities that his failure to do so may endanger the complex.

(xxvi) RIGHT OF ENTRY: An owner shall grant the right of entry to the president or secretary or to any office bearer authorized by the association in case of any emergency originating in or threatening his flat whether the owner is present at that time or not.

(xxvii) An owner shall permit other owners or their representatives when so required to enter his flat for the purpose of performing installation, alteration, or repairs to the buildings, mechanical or electrical installations provided their requests 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.

(xxviii) Where any repairs are to be carried out in the Premises of a flat from ground floor to 5th floor to attend to the defects arising in the said floor due to interlinking / inter connection / locations of the floor, the concerned owner / tenant shall permit the same to be carried out by the CGEWHO / Association. If the occupier of the flat where repair is to be carried out denies facility / permission, such flat owner is liable to carry out repairs till the problem is completely solved at his own cost.

(xxix) AFFILIATION: Should there be any federation of 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 to such federation under the rules thereof subject to the overriding interest of the Association as an individual body being protected.

(xxx) In order to preserve and maintain the aesthetics of the complex a uniform colour code for the exteriors of the buildings is presently adopted. Altering this colour code is strictly prohibited. The EC should ensure compliance of this rule of conduct.

(xxxi) In order to conserve water/maintain trouble free sewage disposal/prevent any electrical accidents the members/residents are requested to deposit their flat's duplicate keys with any of their friends/relatives residing in the Kendriya Vihar during their absence. The member/resident should intimate the Association Office about the details of the person/flat where the keys are available for attending to urgent maintenance works during their absence. This rule of conduct is to facilitate the EC to prevent/rectify maintenance problems relating water to supply/sewage disposal/electrical supply which warrant immediate attention/rectification.

The EC shall ensure compliance of all the conditions stipulated in this chapter. Non-compliance shall be dealt with appropriately by the Executive Committee.

CHAPTER – IX

DEFINITION OF NON-RESIDENTIAL ACTIVITY

FOR THE PURPOSE OF BYE-LAWS OF THE ASSOCIATION:

(a) Any activity involving

Buying and selling of goods, manufacture of goods, segregation, grading and packing of goods, alteration of material to suit the needs of customers.

(b) Any activity requiring

A registration under the statutory law of the land, such as APGST, CST, Companies Act of 1956, Partnership Act, Labour and Municipal Act, ESI, and Similar Acts, whether such registration is obtained or not by the individual carrying out that activity.

When a situation arises where the above definitions are not adequate case-to-case review would be undertaken by five members of the Executive committee along with two members from the immediate neighbours of the quarter in question to decide the issue. Their decision would be final.

Certified that the Bye-laws are correct copy of the bye-laws of Kendriya Viha Phase-II Apartment Owners Welfare Association, Indranagar, Gachibowli, Hyderabad, R.R.Dist. Bye-laws of 21 pages issued by order of the Executive Committee.

Secretary