

**<APT NAME> APARTMENT
OWNERS ASSOCIATION (Regd.)**

**MEMORANDUM OF ASSOCIATION
&
BYELAWS**

Registered office:

**<apt name>
<address>
Bangalore 560 xxx**



Office of the Registrar of Societies,
BANGALORE URBAN

Schedule 'B'
[See Rule 3(5)]

Certificate of Registration of Society

Society Number : BLU-S1037- [REDACTED]

Date : [REDACTED]

I hereby certify that [REDACTED] APARTMENT OWNERS ASSOCIATION, [REDACTED]

[REDACTED] Situated at [REDACTED] Bangalore-560 042. District :

BANGALORE URBAN is this day (Tuesday 26 December, 2006) registered under the Karnataka Societies Registration Act, 1960(Karnataka Act 17 of 1960).

Fee paid Rs . 1000/-

Given under my hand at BANGALORE URBAN on the 26 day of December,2006.



Office : BANGALORE URBAN

Society Number : BLU-S1037- [REDACTED]

CD Number : BLUS15


26/12/06
Registrar of Societies,
(BANGALORE URBAN)
ಬೆಂಗಳೂರು ನಗರದ ಸಂಘ ಮತ್ತು ಸಂಘದ
ಬಿಳಿಗುಡು ಜಗದ ಬೆಂಗಳೂರು.

"<APT NAME> APARTMENT OWNERS' ASSOCIATION "

Memorandum of Association

PREAMBLE: In its efforts to promote and sustain an outstanding community, the <APT NAME> APARTMENT OWNERS' ASSOCIATION shall be guided by a set of shared values, to which all its members stand committed. These values, expressed as the guiding principles of the community, shall be the touchstone for the byelaws, rules and operating guidelines of the Association.

The **guiding principles** relate to:

Harmonious community living

The emphasis here is on consideration for others, with residents relating to each other in the spirit of mutual support and fellowship. The basis for all key decisions is the greater common good.

Good citizenship

Residents respect the rights of others. They also willingly and voluntarily conform to the byelaws, rules and operating guidelines of the Association

Outstanding physical environment

High standards are maintained for all common areas, infrastructure and services. Also, standards and guidelines are applied consistently and uniformly, where relevant to personal property. Residents are guided in their actions by the need to conserve and protect the environment. In the same spirit, the Association also actively promotes and advocates the use of eco-friendly methods for the long-term benefit of the community.

NAME: The name of the association shall be "<APT NAME> APARTMENT OWNERS' ASSOCIATION", which shall be registered under the Karnataka Societies Registration Act of 1960 and rules framed there under.

REGISTERED OFFICE

The Registered Office of the Association shall be at <apt name> I & II, situated at <address>, Bangalore 560042.

AIMS AND OBJECTS OF THE ASSOCIATION:

The main objects of the association shall be:

- a) To act as an Association of Apartment Owners of the Building known as <apt name> I & II, who have filed their Declarations submitting their respective Apartments to the provisions of the Act, in such a manner as to protect the legitimate rights, privileges and interest of all its Members, with prejudice, or favour to none;
- b) To provide for, and do all or any of the matters as laid down in these Bye-laws;
- c) To represent the Association before Government and other authorities for any common purpose, which may impact the members monetarily or otherwise and take all such steps as may be necessary in this regard.
- d) To represent the Association in all matters pertaining to the common property of "<APT NAME> APARTMENT OWNERS' ASSOCIATION" and to negotiate, carry on litigation, settle or compromise with third parties any matter affecting the common rights and properties.
- e) To establish and carry on jointly with individuals or institutions, or its own volition, educational, physical, social, recreational, or other activities, for the benefit of the Apartment Owners AND for regulation, maintenance, up keep and welfare of all the APARTMENT OWNERS.

- To provide for the security, maintenance, repair, replacement, or improvements of the
- f) BUILDING, and the COMMON AREAS AND FACILITIES by proportionate contribution from the Owners, and, if necessary, by raising loans for that purpose;
 - g) To carry out urgently needed repairs inside any of the units, which would otherwise affect the building in common, if the apartment owner or the occupant of the unit fails to carry out the same within the time prescribed by the respective apartment owner.
 - h) To establish, maintain and reinforce contacts to render help/assistance to all members regarding the maintenance of the premises.
 - i) To invest, to acquire legal activity or deposit monies to the advantage of the Owners, notwithstanding, the profits and income derived from the above objects shall be utilized for the development and improvement of the association and shall not be distributed among the members.
 - j) To frame rules and administrative procedure with the approval of the general body of the association. In exceptional / day-to-day cases, the MC is authorized to frame / change rules from time to time.
 - k) To promote close co-operation between members and to render all possible advice and guidance to members in any matter relating to ownership and enjoyment of living in Apartments and to provide such amenities and facilities to members as the MC may deem fit;
 - l) To carry out the above objectives and activities to facilitate their efficient and effective functioning, to liaison, collaborate and share experience with individual and / or other bodies and organizations with similar objectives in the city of Bangalore, organize meetings or participate in them, make representations or carry out other activities of the aforesaid objectives;
 - m) To do all other lawful acts for attainment of the aforesaid objectives;
 - n) To engage the services of any professionals like contractors, architects, structural engineers, Chartered accountants, advocates to take up any necessary civil or structural work or to take the services of any professionals initiating any action or defending the same generally.
 - o) To frame rules, with the approval of the general body of the Association, to administer the building and common facilities.
 - p) To do such other things as may be considered as to be incidental or conducive to the attainment of the aforesaid objectives;
 - q) The Secretary of the Association is authorized to correspond and deal with the Registrar, Bangalore District, Bangalore;
 - r) The Association shall not act beyond the scope of its "Objects" without duly amending the provisions of the Bye-laws for the purpose.
 - s) The income of the Association shall be utilized for the objects of the Association and shall not be distributed among its members.

Signed by the Management Committee Members

"<APT NAME> APARTMENT OWNERS ASSOCIATION"

BYELAWS OF <APT NAME>

SHORT TITLE AND APPLICATIONS

1.
 - a) The name of the Association shall be "<APT NAME> APARTMENT OWNERS' ASSOCIATION"
 - b) The Registered office of the Association shall be situated at No. 102, <apt name>, situated at 7/1, St. Johns Road, Bangalore 560042.
 - c) The provisions of these Byelaws apply to the <APT NAME> APARTMENT OWNERS' ASSOCIATION. All present or future owners, tenants, or their employees, or any other person who is lawfully entitled to use the facilities of the said Building, in any manner whatsoever, shall be subject to the regulations set forth in these Bye-laws. The mere act of acquisition or rental or taking on license any property or mere occupancy of any of the Apartments in the <APT NAME> will signify that these byelaws have been read and understood, are accepted, stand ratified and will be complied with at all times.

2. DEFINITION:

In these Bye-Laws, unless the context requires otherwise:

- a) 'ACT' means the Karnataka Societies Registration Act, 1960 and Rules, 1961 and also the Karnataka Apartment Ownership Act, 1972 and Rules, 1975, both as amended from time to time.
- b) 'ASSOCIATION' means the <APT NAME> APARTMENT OWNERS' ASSOCIATION constituted by such owners for the purpose of carrying out objectives of the association as provided by the rule 3 of the Byelaws.
- c) 'COMMITTEE' means the Management Committee of the Association consisting of the President and persons all of whom shall be Apartment Owners (members/deemed members) who are all residents of the Apartments in <apt name>; from among whom, a Vice-President, a Secretary, a Treasurer, and a Joint Secretary will be elected by the Members of the Management Committee(MC).
- d) 'BUILDING' means the apartments in any of the towers and blocks in "<apt name> I & II ", situated at <address> and known as <APT NAME> Condominium and includes the land forming part thereof.
- e) 'OWNER' or 'APARTMENT OWNER/OWNERS' means the person owning an Apartment in the <APT NAME> Condominium with or without car parking space.
- f) 'RESIDENT' means any person staying in <APT NAME> I & II
- g) The singular shall include the plural, and the masculine shall include the feminine.
- h) "MEMBER" means an Owner, as aforesaid. Such an Owner shall have full voting rights, provided that such rights are exercised by only one person in respect of an Apartment jointly owned by more than one person. In the latter event, the voting right shall be exercised by the persons whose name stands first in the Declaration, unless otherwise authorized by the other Owner/Owners of the said Apartments.
- i) "ASSOCIATE MEMBER" means any person who is not an Owner, but is wholly residing, occupying, or otherwise in lawful possession of any Apartments in the Building, and who has been co-opted into the MC as hereinafter mentioned. Such an Associate Member shall have no voting rights whatsoever.

- "DEFAULTING MEMBER" means any Owner who has not paid the dues to the Association for three months or over. Such defaulting Members shall not be entitled to any of the rights and privileges enjoyed by the other Members, or to the services, and facilities offered by the Association, and shall forfeit all voting rights, whatsoever till all dues are cleared.
- j) "DEEMED MEMBER" means a deemed member of the Association; the spouse, parent or any one of the children above 18 years of age who is authorized by such Owner and who is also a Resident may be treated as a deemed member of the Association in place of such Owner. If the Apartment is Company owned for residential purposes, the Company may nominate a deemed member.
- k) "REGISTRAR" means the Registrar of Societies, appointed under the Act, Bangalore Urban District, Bangalore.
- m) "APARTMENT" which may also be termed a "FLAT" or "UNIT", (hereinafter referred to as "APARTMENT"), means part of the Building, intended for use as a family unit for residential purposes, including one, or more rooms, and/or enclosed space with direct exit to a Common Area, leading to a public road. The Apartment shall not be used for any purpose other than residential, except with specific, written permission of the Managing Committee, and under such terms and conditions as may be laid by it.
- n) COMMON AREAS AND FACILITIES: Common Areas and Facilities, unless otherwise provided in the Declaration, or lawful amendment thereto, means:
- i) The land on which the Building is located, but excluding the Building itself;
 - ii) The foundations, columns, girders, beams, supports, main walls, parapets, roofs, halls, corridors, lobbies, stairs, stairways, fire-escapes, entrances and exits of the Building;
 - iii) Yards, gardens other than those allotted for private use, parking areas other than those sold, and storage spaces;
 - iv) The premises used as offices, store-rooms, rest rooms, or rooms for the lodging of janitors, or persons employed for the management of the property;
 - v) Installation for the central services, such as power, light, gas, hot and cold water, heating, refrigeration, air-conditioning and incinerating, etc;
 - vi) The elevators, tanks, pumps, motors, fans, compressors, ducts, filtration apparatus, communication facilities such as cable for television and Internet access, security equipment and installations existing for common use;
 - vii) Such community and commercial facilities as may be provided for in the Declaration;
 - viii) All other parts of the property necessary, or convenient to its existence, maintenance and safety, or normally in common use;
 - ix) Club House including all its fittings, fixtures, equipment, both movable and fixed

o) RESTRICTED COMMON AREAS AND FACILITIES:

Limited Common Areas are those portions which are part and parcel of the Common Areas and Facilities, but are reserved for the use of certain apartment, to the exclusion of other apartment, and designated as such in the Declaration.

This right shall be exercised only by persons who are wholly resident in the Building. Other than the privilege of exclusive use, no right or title whatsoever to these Limited Common Areas shall accrue to the Owners of the Apartments to which they are attached, save and except as is vested in the other Owners by virtue of their owning an Apartment in the Building.

No structure of any kind whatsoever temporary or permanent shall be erected or fence/partition put up on any Limited Common Area that may obstruct, or impede free movement in the event of an emergency of any kind. In addition, on the Limited Common Areas adjoining the ground floor apartments, no trees shall be planted, which may cause

similar hindrance. Structure/fences/trees which do not impede free movement, may, however, be put up/planted, but with the specific, prior, written permission of the MC, and under such conditions as it may specify.

3. MEMBERSHIP OF THE ASSOCIATION:

- a) Any person, or persons, HUF, Firm, Association of Persons and /or Company who/which has purchased an Apartment in the Building from M/s <> Developers Pvt. Ltd. (here after referred to as the "Developer"), shall automatically become the Member of the Association and the "Deposit" paid by him/her per apartment to the Developer towards the proper upkeep of the building shall be transferred to his/her account with the Association, or to the common account of the Association. Any dues to the Association not paid for three months or more, at the discretion of MC, will be deducted from the said deposit. A Member should be 18 years or above. The membership shall not exceed the total number of individual apartments.
- b) Upon any Owner selling his/her/their Apartment, or absolutely conveying the same by way of gift, or otherwise, the Purchaser, or Donee shall, become a Member of the Association with same right and privileges as the previous Owner provided the seller has paid the Transfer Fee of Rs. 25/- per sft of apartment area and, all other dues and obtained a 'No Dues Certificate' from the Association. The "Deposit" lying in the account of seller shall be transferred to the new member. Any short fall in the "Deposit", as decided by the Association and its office bearers has to be made up by the new Member.
- c) On the death of an Owner, his/her/their Apartment shall be transferred to the person, or persons, to whom bequeathed, or to the legal successor in case no bequeathment has been made. The Legatee, or the Successor shall, on satisfactory completion of legal formalities, if any, automatically becomes a Member of the Association, with the same rights and privileges as the previous Owner. No Transfer Fee need be paid, and the "Deposits" paid by the deceased Member shall stand transferred to the Successor under the same terms and conditions as aforesaid.
- d) Each Apartment Owner may purchase a copy of the Byelaws on payment of Rs. 100/- (Rupees Hundred only.)
- e) All owners will have to pay to the <APT NAME> APARTMENT OWNERS' ASSOCIATION a sum as decided by the committee before the specified last date. All Revenue accumulated shall be deposited as a Fixed Deposit in a Public/Private Sector Bank or used to acquire legal activity to achieve effectively, the objectives and welfare of the <APT NAME> APARTMENT, as decided by the committee as a dedicated fund termed sinking fund. The amount so collected shall be utilized for reconstruction of common buildings or for carrying out structural additions or alterations to the buildings or for carrying out heavy repairs/replacements, provided that such reconstruction /repairs do not fall within the ambit of any agreement with an external agency for maintenance of <APT NAME> Condominium.

4. CESSATION OF MEMBERSHIP:

- a) On the Death of an Owner. If before demise, title to the Apartment had legally been bequeathed/transferred, the Legatee(s) shall automatically continue as Member(s). In the case of Joint Owners, the surviving Owner shall continue as Member;
- b) On an Owner selling, gifting, exchanging or otherwise disposing off the Apartment;
- c) On a Trust, or Registered Company, winding up its affairs.

5. JOINT APARTMENT OWNERS:

Where two or more persons have purchased an Apartment jointly, they shall be jointly entitled to the Apartment and the person whose name stands first shall alone have the right

to vote. However, the first Joint Owner, by a letter of authority deposited in the office of the Association, may authorize the other Joint Owner to vote on his/her behalf.

ELIGIBILITY FOR VOTING IN CASE OF JOINT APARTMENT OWNERS:

6. Only one of the Joint Apartment Owners shall be entitled to vote or be eligible to be elected and not all the Joint Owners.

7. DISQUALIFICATION:

No Apartment Owner or deemed member shall be entitled to vote on the question of the election of Members of the Management Committee or the President, Vice-President, Secretary, Treasurer, Joint Treasurer, Joint Secretary or any other office bearer or be entitled to stand for election to such office if he/she is in arrears in respect of his/her contribution for common expenses to the Association for more than 30 days on the day of election. The names of Owners and the amounts in arrears for more than 30 days shall be displayed on the Notice Board of the Association till such time, as the arrears remain uncleared.

8. VOTING:

- a) One or more persons: the voting rights shall be exercised by the person whose name stands first in the Declaration, unless otherwise authorized by the other joint Owners of the said Apartment.
- b) A Trust: by any of the Trustees, duly authorized by the other Trustees;
- c) A Registered Company: by a Director, or any officer duly authorized by the Company.
- Voting will be by secret ballot, or show of hands, as decided by the Members voting either in person, or by proxy, as specified in Bye-law herein below.

9. QUORUM:

For an Annual General Body Meeting or a Special General Body Meeting, 30% of the members or their duly authorized person can constitute a Quorum. In the absence of a majority, the Meeting shall be adjourned and shall be held at the same venue after one hour on the same day, without further adjournment and with available members present. Communication about the new time of the meeting will be put on notice board.

10. VOTE TO BE CAST IN PERSON OR THROUGH PROXY:

In any Meeting of the Association, vote shall be cast in person or through a duly authorized proxy. The authority to a proxy must be in writing. The proxy must be deposited with the Secretary/President of the Association not less than 48 hours before the time for holding the Meeting. The proxy need not be a Member, but no person may be a proxy for more than four members. The role of proxy is only restricted to the extent of casting of votes as authorized by the members. The proxy cannot participate in the deliberations of the Annual General Meeting.

11. POWERS AND DUTIES OF THE ASSOCIATION:

- a) The Association shall be a non-profit organization.
- b) The Association will have the responsibility of administering the <APT NAME> OWNERS' ASSOCIATION, approving the Annual budget, collecting periodical and ad-hoc payments and arranging for management of the Condominium in an efficient manner. Except otherwise provided, a Resolution of the Association shall require approval by a majority of owners either present in the meeting and casting votes in person or casting votes through the authorized proxy.

- The Association may frame rules to amplify these byelaws and these rules, which shall be
- c) applicable to all members /residents after they are passed in the annual general meeting or a special general meeting ("AGM/SGM"). In the event of any doubts or contradictions, the byelaws shall prevail over the rules.
 - d) The Association shall generally look after and be responsible for safeguarding, promoting and protecting rights and well being of members, and enforcing their respective obligation to each other.
 - e) The Association shall represent the collective interest of the Community in <> IVORY with various external agencies.
 - f) The Association shall commence/defend any legal proceedings only in so far as it is related or connected with and affects the Members and the affairs of the <APT NAME> & its Residents.
 - g) The Association shall promote and strive for a peaceful co-existence among all members of the association.
 - h) The Association shall regulate the manner and prescribe restrictions and conditions for and under which any member shall transfer or part with the possession of his ownership of a property in <APT NAME> so as to ensure compliance with these bye-laws and rules by the transferees.
 - i) The Association shall have unhindered access to all its facilities located and designated as Association Office for operation & its maintenance.
 - j) The association will not be responsible for any loss caused to members they might have suffered by act of God like: earthquake, flood, fire, riot or willful act of any member personally.
 - k) In emergent situations the President and or Secretary can take decisions which may be even out side the purview of bye laws but will seek ratification for such decisions from the Committee at a later date.

12. PLACEMENT OF ANNUAL GENERAL BODY MEETING, SPECIAL GENERAL BODY MEETING AND ELECTION OF CHAIRPERSON.

First meeting of the Association shall be held at the premises of <APT NAME> Apartments. Chairperson to conduct the proceedings/meeting shall be elected from among Members/deemed Members present, prior to the commencement of such Meetings. President of the Association shall be the Chairperson for all subsequent meetings. In his absence, Vice-President will chair these meetings.

13. ANNUAL MEETING

The first Annual General Body meeting of the association shall be held within one month of the date of registration of the Association. Thereafter, the Annual Meeting of the Association shall be held during any day of the month of July or August, in each succeeding year. The Meeting may also transact such other business of the Association as may be properly brought up before it.

The principal Officers of the Association shall be elected preferably by ballot among Apartment Owners/deemed members in accordance with the requirement of the Byelaws.

14. SPECIAL MEETING:

It shall be the duty of the Secretary to call a Special General Body meeting of the Apartment Owners as directed by a resolution of the Management Committee or within 10 days upon petition signed by at least 21 members of the Association having been presented to the Secretary. The notice of the Special Meeting shall state the date, time and place of such Meeting and the purpose thereof. No other business shall be transacted at a Special meeting except as stated in the notice.

15. NOTICE OF MEETING

It shall be the duty of the Secretary to circulate an e-mail, or a notice of each Annual or Special Meeting, stating the purpose thereof and the Agenda for the meeting as well as the date, time and place where it is to be held, to each Apartment Owner, at least 21 days prior to the date of such Meeting. The circulation of this notice in the manner provided in this Byelaw shall be considered as notice served. The notice shall also be displayed on the Notice board of the association. No notice shall be required to be sent in respect of any adjourned meeting.

16. ADJOURNED MEETING:

If the meeting of the owners cannot be organized because of lack of quorum, the members who are present may adjourn the meeting to the same day, 1 hour later. And, the meeting will take place with the available members. .

17. ORDER OF BUSINESS

- a. The order of business at the Annual general body meetings of the Association shall be stipulated by an Agenda that shall include, among other things, the following:
- b. Roll call and election of chairman to conduct the meeting.
- c. Condolences. And reading of the agenda of the Meeting.
- d. Consider and approve the Minutes of the preceding Annual General Meeting and Special Meeting/s, if any and to note the actions taken thereon.
- e. Consider and approve the Management Committee's Annual Report for the preceding year.
- f. Report of sub-committees and their adoption, with changes, if any.
- g. Adoption of the audited accounts for the preceding year along with the Auditor's Report and the treasurer's report, after discussion thereon.
- h. Election of the office Bearers and members of the management Committee.
- i. Adoption of the Budget for the following year.
- j. Amendments, if any, to Rules and Byelaws of the Association.
- k. Appoint auditors and fix their remuneration. Auditors so appointed shall hold office till the next Annual General Meeting.
- l. Any other business with the permission of the chair.
- m. consider, scrutinize, approve and accept the Income and Expenditure Account and Balance sheet of the Association for the preceding year and approve and sanction the annual budget for the next year;
- n. consider, approve, and initiate such action as may be necessary on the reports of the secretary and Auditors;
- o. Consider, approve and initiate such action as may be necessary on reports, if any submitted by the committees;
- p. Consider, and initiate such action as may be necessary on the report of the Registrar, or of the Officer duly authorized by him;
- q. Consider, and deal with appeals against the action of the MC, if any, or any Member thereof;

18. MANAGEMENT OF ASSOCIATION:

A Management Committee of the Members of the Association shall govern the affairs of the Association. The working hours for the office of the Association - which will be manned by the appointed Estate Manager, shall be from 09.00 hours to 17.00 hours on all

days except Tuesday, (Tuesday will be the weekly holiday) and other statutory holidays as may be fixed by the Management Committee from time to time.

19. POWERS AND DUTIES OF MANAGEMENT COMMITTEE:

The Management Committee shall have all the powers, and duties necessary for the administration of the affairs of the Association, and may do all such acts, and things as are, by law, or by these Bye-laws directed to be exercised and done by the Owners. The MC shall also have the powers to co-opt two persons from among the Owners, or from persons who are not Owners, but are wholly residing, occupying, or otherwise in lawful possession of any Apartment in the Building, to assist the MC in its day-to-day activities. In the latter case, the persons so co-opted shall become "ASSOCIATE MEMBERS", which title they shall hold till such time they serve on the MC as co-opted Members. Such Associate Members shall, however, have no voting rights whatsoever. The MC shall also have the powers to appoint Sub-Committees from among its Members, and Associate Members, or from persons who are not, Owners, but are wholly resident in any apartment In the Building, and assign such duties to them as they deem appropriate for the better upkeep of the Building.

20. OTHER DUTIES:

- a) The care, upkeep and surveillance of the Building, including the Common Areas and Facilities;
- b) The assessment, and collection of all charges towards maintenance/supply of goods and services and the general upkeep of the Building;
- c) The designation, employment, remuneration, and dismissal of the personnel necessary for the maintenance and operation of the building, including the Common Areas and Facilities;
- d) The setting up of a proper procedure for carrying out the audit and maintaining the accounts of the Association;
- e) To inspect the accounts kept by the Secretary, or Treasures, and examine the register and account books, and to take steps for the recovery of all sums due to the Association;
- f) To sanction working expenses, maintain cash balances, and deal with other miscellaneous business;
- g) To see that the Cash Book is written up promptly, and is signed duly by one of the Members of the MC so authorised in this behalf;
- h) To hear, and deal with complaints;
- i) To make all payments to Government, semi-Government and other such bodies, as due by the Association.
- j) Finalize the Budget to be presented to AGM.
- k) Present duly audited accounts to AGM
- l) To levy and collect parking fee from owners who do not have parking slots.
- m) Authorized to enter into contracts with service providers

21. MANAGER/SUPERVISOR:

The Management Committee may employ, for the Association, a Manager / Supervisor and the other subordinate workers at remuneration determined by the Management Committee to perform such duties and services as the Management Committee may authorize. The Management Committee may, by a Resolution, remove, dismiss, or suspend any employee of the Association.

22. ELECTION AND TERM OF OFFICE:

- a) The term of Office of the Management Committee elected at any Annual General Body Meeting shall be for one year. New Committee members shall be elected at the Annual General Body Meeting.
- b) The retiring Committee members are eligible for re-election.
- c) No Committee member shall be eligible for election for more than two consecutive terms. It is clarified that such member is eligible for the re-election to the Committee of management after a gap of one year.

23. VACANCIES:

Vacancies caused in the MC by any reason, shall be filled in by co-option of another non elected member at the management committee meeting held next and such newly co-opted member shall hold office until the conclusion of next Annual General Meeting of the Association.

24. REMOVAL OF MEMBERS OF MANAGEMENT COMMITTEE:

At any Annual or Special General Body Meeting duly constituted with required quorum, any one or all the Members may be removed, with or without cause, by a majority of the Apartment Owners present at such Meeting and successors may, then and there, be elected to fill the vacancy thus created. Any Committee Member, whose removal has been proposed by the Owners, shall be given an opportunity to be heard at the Meeting. A person so removed shall not be eligible to stand for election to the MC for a period of two years.

25. ORGANIZATION OF MEETINGS OF MANAGEMENT COMMITTEE:

The first Meeting of a newly elected Management Committee shall be held within ten days of election at such place as shall be fixed by the President. At the Meeting at which such Members were elected and no notice shall be necessary to the newly elected Members, in order to legally constitute such Meeting, provided a majority of the Management Committee shall be present.

26. REGULAR MEETINGS OF MANAGEMENT COMMITTEE:

Regular Meetings of the Committee may be held at such date, time and place as shall be determined from time to time by a majority of its Members and, at least, one such Meeting shall be held during each calendar month. Notice of regular Meetings of the Committee shall be given to each Committee Member personally or by mail or telegram at least three clear days prior to the day named for such Meetings. The notice shall also be displayed on the Notice Board of the Association at least 3 days prior to the Meeting.

The Secretary shall maintain the minutes of all such Management Committee Meetings in consultation with the President and shall cause such minutes to be recorded within 30 days of the meeting so held.

27. SPECIAL MEETINGS OF MANAGEMENT COMMITTEE:

Special Meetings of the Management Committee may be called by the President on ten days notice to each Committee Member, given personally or by mail or telegram and such notice shall state date, time, place (as herein above provided) and purpose of Meeting. The period of notice for such a meeting shall be decided by the President; dependant on the urgency of the matter to be discussed at such meeting. Special Meetings of the MC shall be called by the President, or Secretary, in like manner, and on like notice, on the written request of at least three Members.

28. EMERGENCY MEETINGS OF THE MANAGEMENT COMMITTEE:

Emergency meetings of the Management Committee may be convened by the President or the Secretary without notice giving sufficient jurisdiction for convening the meeting. All decisions of the Emergency meeting shall be ratified at a Special Meeting convened for the purpose within 15 days of the Emergency Meeting.

29. WAIVER OF NOTICE

Before, or at any meeting of the MC, any Committee Member, may in writing, waive notice of such meetings, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Committee Member at any meeting of the MC, shall be waiver of notice by him of the time and place thereof. If all the Committee Members are present at any meeting of the MC, no notice shall be required, and any business may be transacted at such a meeting.

30. QUORUM FOR MANAGEMENT COMMITTEE MEETINGS:

At all meetings of the MC, the presence of one third of the MC members shall constitute a quorum for the transaction of business, and the acts of the Members present at the meeting at which the quorum is present, shall be the acts of the MC. If at any meeting of the MC, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time and date. If at such an adjourned meeting also no quorum is present, any business which was tabled for discussion at the meeting may be taken up, without further notice, and the decisions arrived at shall be binding on all.

31. RESIGNATION

An elected Management Committee member may resign at any time by sending a letter of resignation to the President or in his absence to the Secretary of the Association, but the resignation shall take effect from the date of acceptance by the Managing Committee or one month from tendering resignation whichever is earlier.

32. DESIGNATION OF THE OFFICERS

The designations of the Principal Officers of the MC, or Office Bearers as they may also be called, shall be the President, who is so elected by the Management Committee Members, the Secretary, and the Treasurer, all of whom shall be wholly resident in the Building. A Vice President, a Joint Secretary and/or a Joint Treasurer may also be appointed by the Committee Members.

33. SELECTION OF OFFICE BEARERS

The President, Secretary, and Treasurer shall be selected by the Committee, from among the Members elected to the MC by the General Body. The selection shall be made at the first organization meeting of the MC, which shall be held immediately after the Annual General Meeting.

34. REMOVAL OF OFFICE BEARERS

Upon the written request of a majority of the Members of the MC, any Office Bearer may be removed from his office by the President if he/she so desires; with or without assigning any reason, and his successor/s selected at any regular meeting of the MC, or at any Special Meeting of the MC called for such purpose. The person so removed may, however, continue on the MC as an Ordinary Member, if he/she so desires. The decision to remove a member shall be ratified at the AGM immediately following the removal failing which the removed

shall be entitled to be reinstated to the post he/ she was holding immediately prior to his/ her removal and shall also be entitled hold such position as if he/she was not removed.

35. PRESIDENT

The President shall be the head of the Association, and shall guide and supervise its various activities. He/She shall preside over the Annual General, Special, and other MC Meetings, the proceedings of which shall be conducted under his direction, and general supervision. His/Her rulings shall be final at all such meetings. He/She shall have an additional "CASTING VOTE" in the event of a tie in the voting. The Vice President shall enjoy all the powers of the President in his/her absence.

36. SECRETARY:

The Secretary shall be responsible to the MC for all day to day activities relating to the proper management, maintenance and upkeep of the Building and shall:

- a) Look after the administration and other affairs and attend to all correspondence;
- b) Keep accurate minutes of the proceedings of all meetings of the MC, and of the Annual General and Special Meetings;
- c) Give effect to the directions and decisions taken at such meetings;
- d) Collect all dues to the Association and ensure through the Treasurer, where appointed, that proper accounts are maintained of all financial transactions relating to the Association;
- e) Manage, and control the staff, and take disciplinary action where necessary;
- f) Institute, prosecute and defend suits and other proceedings in which the Association may be involved;
- g) Prepare the Annual Report, and financial Statement of Accounts under the guidance of the MC;
- h) Generally perform all such duties as are incidental to the Office of Secretary. The Secretary shall maintain an imprest cash amount of Rs.20,000/- (Rupees twenty thousand only) for incidental expenses.
- i) Maintain a Register of Members.
- j) He shall have charge of such books and papers as the management Committee may direct and He shall, in general, perform all the duties as authorized by the Management Committee and incidental to the office of an association secretary.
- k) The Joint Secretary shall work closely with the Secretary and shall perform the duties of the Secretary in his/her absence.

37. TREASURER:

The Treasurer shall be responsible for the Association funds and securities and shall also be responsible for keeping full and accurate accounts of all receipts and disbursements in the books belonging to the Association. He shall be responsible for the deposit of all money and other effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Management Committee. In the absence of Treasurer, the Joint Treasurer will perform duties of the Treasurer.

38. OBLIGATIONS OF THE MEMBERS

- a) The code of conduct are designed with keeping the common interest of owners/residents in mind with the following objectives:
 - i) to ensure a SAFE & Secure and secure living environment for the residents;
 - ii) to ensure COMFORTABLE and peaceful living for the residents by ensuring that the amenities and common facilities are in good shape and available to all;
 - iii) to facilitate residents enjoying the benefits of COMMUNITY LIVING;

- iv) to preserve and enhance the BRAND VALUE of <apt name> by making it the most desirable place to live in the city
- b) In addition to following code of conduct, the Association may issue additional guidelines in line with the above objectives. It is the responsibility of the owners to ensure that these are communicated to the residents in their apartment and are complied with.
 - c) Every Member shall abide by the Bye-Laws of the Association and follow all instructions of the General Body, as conveyed through the Management Committee.
 - d) Every Owner shall pay monthly assessments as fixed by the MC for the proper upkeep and maintenance of the Building, which may include monthly payments to the General Operating Fund, Reserve Fund and Sinking Fund, if any for periodic repair, renovation, replacement etc. The assessment may also include an insurance premium for a policy to cover the cost of repair of damages caused by hurricane, fire, earthquake or other hazard or calamity.
 - e) The assessment shall be made pro-rata according to the area of the Apartment vis-à-vis the total area of the land on which the Building has been constructed. All such assessments shall be paid within the prescribed time and place, failing which the services rendered by the Association may be forfeited, as provided for in the Bye-law herein under.
 - f) Every Owner who lets his/her/their apartment for occupation by other on lease, tenancy, mortgagee, or otherwise, shall include in the relevant Agreement, a clause as approved by the Association, binding the occupant to pay, in proper time, the monthly maintenance assessments DIRECTLY to the Association. A copy of the said Agreement, along with an undertaking by the occupant to abide strictly by the Bye-laws of the Association, and to make payment in full, and in time, all maintenance assessment as raised, shall be submitted to the Association BEFORE occupation of the Apartment.
 - g) This, however, shall not absolve the Owner from his/her/their responsibility to ensure that all assessments on his/her/their/ Apartment are paid in time as specified by the MC from time to time, and in the event of any default by his/her/their occupant, shall himself/herself/ themselves make all payment as raised by the MC.
 - h) Every Owner shall perform promptly all maintenance and repair work within his own apartment, which if omitted would affect the Building in entirety, or in a part belonging to other owners being expressly responsible for the damages and liabilities that his/her/their failure to do so may endanger. In doing so he/she/they shall not make any alteration, or modification which may affect the facade or the main structure of the Building or the common walls or floors between two units.
 - i) Every Owner shall bear the cost of all repairs to the internal installations of his/her/their Apartments, such as water, light, gas, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the apartment.
 - j) Every owner/Resident shall fully, and without delay, reimburse the Association for any expenditure in repairing or replacing any damages to the Building including the Common Areas and facilities caused through his/her/their fault.
 - k) Every Owner/Resident shall grant the right of entry to the Members of the MC, or any person authorised by them, in case of any emergency originating in or threatening his/her/their apartment whether the Owner is present or not.
 - l) Every owner/resident shall permit the Members of the MC or any person authorised by them to enter the Apartment for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that the requests for entry are made in advance, and that such entry is at a time convenient to the Owner. In case of an emergency such right of entry shall be immediate and without notice.
 - m) Every Owner/Resident shall ensure that the Apartment is not used for any purpose other than residential, except with the express, written permission of the MC and that other spaces allotted to him/her/they are utilised only for the specified purposes for

- which the allotments are made. No Owner/Resident shall use any part of the Premises for any commercial purpose whatsoever.
- Every Owner/Resident shall ensure that his/her/their children play only at places
- n) allotted if any and during the hours prescribed by the MC.
 - o) Every Owner / Resident shall ensure that the Building and the Common Areas are kept clean and tidy in all respects and that garbage or trash is thrown only in the disposal installations provided for such purposes by the Municipal Corporation.
 - p) Every Owner/Resident shall ensure that the rights and privileges of other owners are respected and that no inconvenience is caused to them in any manner.
 - q) Only one family (plus domestic servant) may occupy one apartment. Subletting or sharing an apartment, whether for monetary benefit or otherwise is not permitted. Servant's families are not to be permitted to share the apartment. Only one servant can stay in the apartment
 - r) Every Owner/Resident shall ensure that the staff employed by him/her/them bear a good character and shall be responsible for their behavior and actions while in his /her / their service.
 - s) Every Owner/Resident shall use the lifts in such a manner as not to damage them in any way. Other than luggage, no package, box, crate or any other article shall be permitted, except with the permission of the MC. No single item weighing 50 Kgs and above shall be allowed without the prior permission and in the presence of a representative of the MC.
 - t) Every Owner/Resident shall exercise due care about making noise or any kind or use musical instruments, radios, television sets, amplifiers etc that may disturb others. Residents keeping domestic animals or other pets shall abide by the Municipal Sanitary Bye-Laws or Regulations. MC may issue additional guidelines to restrict the hours for the activities that cause noise and disturbance to the residents.
 - u) Every Owner shall furnish relevant particulars of any person/ persons other than the Owners themselves in occupation of his/her/their Apartment as may be required by the MC. A letter of authorization for such occupation shall be given to the MC before the occupation.
 - v) Every owner should inform the Association in advance about the change in occupancy of their apartment. For every such change that involves movement of household goods in or out of building, a Shifting Fee of Rs. 2000 per occasion will be levied to cover the repairs for minor damages in common area, additional security and housekeeping efforts put in by the Association. The Owner/Resident should take adequate care that no damage is done to lifts or any other common area due to this movement. The cost of repairing any major damages, at the discretion of MC, will be charged to the Owner's account.
 - w) No Owner shall sell, or otherwise transfer his / her / their Apartment to anyone without prior notice to the Association and/ or without paying in full all amounts due to the Association along with a Transfer Fee of Rs. 25/- per sft of apartment area and obtaining a "NO DUES CERTIFICATE" from the Association. Any default in this regard will result in the transferee being denied any or all of the services rendered by the Association including the supply of services that require upkeep and maintenance on a regular basis, unless the transferee undertakes in writing to pay all the dues and does so before occupation of the Apartment.
 - x) No Owner shall make any structural or other modifications which may alter the facade of the Building in any way, whatsoever, save and except grills, which may be provided as a measure of safety, but only as approved by the MC, and under its written orders.
 - y) No Owner/Resident shall make any structural or other modification or alteration or repair within the Apartment or on installations located therein without notifying the Association through the President/ Secretary of the MC, and receiving its approval. The Association shall have the obligation to answer; within seven days and failure to do so within the stipulated time shall mean that there is no objection to the proposed

modification, repair, alteration or installation being undertaken. The Association shall not refuse permission, unless the work proposed is likely to affect the safety of the Building, or the installations provided therein, or alters the facade, or inconveniences the Owners of the adjacent apartments.

No Owner/Resident shall place or cause to be placed in the lobbies, vestibules,

- z) stairways, elevators and other areas both Common and limited any furniture, packages, cycles or objects of any kind, except while in normal transit through them.
- aa) No Owner/Resident shall use any portion of the Common area of the Building without the written permission of the MC. The MC may grant permission for such occupation, for short periods, for marriages or other social functions, at their discretion, provided that the premises so used is released in the same condition as it was taken, and the cost of cleaning the premises, or repairing damages if any, is borne by the user.
- bb) No Owner/Resident shall park his/her/their car or two wheeler except at the place allotted to him/her/them. Owners of two wheelers not allotted parking spaces shall park their vehicles inside the boundary of the Building only at the discretion of the MC. Visitors' vehicles shall be parked only in the designated area in the Building. Only one car shall be parked in the one covered parking space.
- cc) No Owner/Resident shall install any machinery, or equipment, like generators etc in the Common Areas, especially in the lobbies or under staircase that makes a noise, or causes disturbances to other residents, in any way.
- dd) No Owner/Resident shall put up any hoarding, advertisement, notice, or poster of any kind, in or on the Building, except as authorised by the Association.
- ee) No Owner/Resident shall hang garments, rugs, etc. from the windows, balconies, parapets, or from any of the facades of the Building, as this is strictly prohibited. Further, no Owner/Resident shall dust rugs in any manner on the windows, balconies or on the Common Areas, including the lobbies and landings.
- ff) No Owner/Resident shall install wiring for electrical, telephone, or fax machines, television antennae, air-conditioning units, or machines on the exterior of the Building, which protrudes through, or above the walls or roof, except as authorised by the MC.
- gg) No Owner/Resident shall engage any staff of the Association for any personal work without the sanction of the MC.
- hh) No Owner/Resident, or any person connected with him/her/them, shall cause any damage, whatsoever, to any asset of the Association. In the event of so doing, the full cost of repairing such damage shall be borne by the Owner/Resident.
- ii) No Owner/Resident shall use the Common Areas, including Limited Areas, for any purpose which may hurt the sentiments, or feelings of any of the residents. The decision of the MC shall be final in any case of difference of opinion.
- jj) No Owner/Resident shall object to any work being undertaken by the MC which is in the common interest of the Owners, even if such work may cause some inconvenience to him/her/them.
- kk) No Owner/Resident shall, under any circumstances, threaten, abuse, reprimand, assault or in any way take up with the staff employed by the Association, but may report any misbehavior, or neglect of duty by them to the MC.
- ll) The MC may request the owners/residents to desist from keeping a pet if there are reasonable complaints from the residents against it. Dogs should always be on a leash or carried while using the common areas. Lifts should not be used for the transportation of pets - only staircase should be used for this purpose. The pets should be immunized regularly and the reports should be given to the manager of the building.
- mm) All Owners/Residents are governed by the club rules which may be placed on all notice boards from time to time.
- nn) In case of inter apartment seepage/ leakages, except due to inherent defect arising during the construction of the building, the managing committee shall fix the

responsibility, in consultation with the concerned apartment owners, who shall be responsible to repair the same and the decision of the managing committee shall be final and binding on the owner/ s concerned.

- oo) Any Owner who fails to pay for three months, or more, any amounts due to the Association, shall be deemed a "DEFAULTING MEMBER", and shall be debarred from voting, or standing for election to MC.
- pp) Non-payment of dues to the Association for three months or over shall constitute just and sufficient reasons, for the MC to deny the use of any, or all, of the facilities and services, offered to its Members, PROVIDED that due notice in writing, which shall not be less than fifteen days, is given to the Defaulting Member. The Notice shall be sent by Registered Post. In the event of the registered letter not being accepted by the Defaulting Member, the Notice shall be affixed to the main door of his/her/their Apartment, and also put up on the Notice Board of the Association for the information of its Members. On expiry of fifteen days from the date the Notice is posted on the door of the defaulting Member's Apartment, the Association shall be entitled to initiate action for withdrawing its services to the defaulting member.
- qq) In the event of default in payment of dues to the Association for three months, or more, the Association shall have the right to deduct such dues, from any Deposits made by the Defaulting Member and held by the Association along with the penal interest that may be fixed by the Association. And the association may initiate appropriate legal action to recover the dues against such defaulting member in accordance with law.

39. INCOME:

Funds may be raised by the Association in all or any of the following ways:

- By Membership Fees and Transfer Fees.
By contribution and donation from the Apartment Owners.
- From surplus of Income over Expenditure which shall form the nucleus of the Reserve Fund.
- By raising loans, if necessary, subject to such terms and conditions of the Association with the approval of the General Body.
By hiring/leasing of any permitted common areas/ facilities to providers of commons goods and services/ members.

40. INVESTMENT:

The Association may invest, or deposit its funds in anyone or more of the following:

- a) In any of the securities specified in Section 20 of the Indian Trust Act, 1882;
- b) In any Public Sector Bank, or Government Financial Institution; or
- c) In any banking company, or institution, approved for this purpose by the Association.
- d) In the units of various schemes of listed mutual funds such that no more than 20% of the total investment of the Association is invested in equity funds.

41. AFFILIATION:

Should there be any Federation of Associations of Apartment Owners in Bangalore, the Association may become a member thereof and pay the contribution from time to time payable to such Federation under its rules.

42. ACCOUNTS:

- 1) A Banking account shall be opened by the Management Committee of the Association, into which all moneys received on behalf of the Association shall be paid, provided that

the Treasurer or the Manager in charge may retain in his personal custody an amount not exceeding Rs.5000/- (Rupees Five Thousand only) for petty expenses. All payments above Rs.500/- (Rupees Five Hundred only) shall be made by cheques signed by the Treasurer and one or two Members of the Management Committee as authorized by respective Resolutions of the Committee.

- 2) The Association shall, on or before June 30 of each year, publish an audited Annual Financial Statement containing:
 - a) The profits and loss account
 - b) The receipts and expenditure of the previous financial year.
 - c) A summary of the properties and assets and liabilities of the common area and facilities of the Association, giving such particulars as will disclose the general nature of these liabilities and assets and how the value of fixed assets has been arrived at.
- 3) The audited financial statement shall be open to the inspection of any Member of the Association during the office hours and in the office of the Association, and a copy thereof shall be submitted to the competent authority not later than 15th August every year.
- 4) Every financial statement shall be accompanied by a complete list of the Apartment Owners as on March 31st each year. The financial statement shall state upto what dates profits and expenses of common area are included.

43. PUBLICATION OF ACCOUNTS AND REPORTS:

The financial year of the Association shall be from 1st April to 31st March. A copy of the last financial statement and the report of the Auditor, if any, shall be kept in a conspicuous place in the Office of the Association.

44. APPOINTMENT OF AUDITORS

The Association shall appoint at its Annual General Meeting, an Auditor who shall audit the accounts of the Association, to be prepared by the MC as here in before provided, and shall examine the annual return, and verify the same with the accounts relating thereto, and shall either sign the same as found by him/her to be correct, duly verified, and in accordance with Law, or specifically report to the Association in what respect he/she finds it incorrect, un-vouched, and not in accordance with law.

45. POWER OF AUDITOR

The Auditor shall be entitled to call for, and examine any papers or documents belonging to the Association relating to the Building, including the Common Areas and Facilities and Limited Common Areas, and shall make a special report to the Association upon any matter connected with the accounts which appears to him/her to require notice.

46. NOTICE TO ASSOCIATION

- a) An Owner, who mortgages his unit, shall notify the Association through the Secretary of the Management Committee, the name and the address of the party to whom the unit has been mortgaged and the Secretary shall maintain all such information in a book entitled "Mortgages of Units".
- b) An Apartment Owner shall notify in writing to the Association of his intention before he conducts a Sale, Lease or mortgage Agreement in respect of his Apartment and in such case he shall pay all the unpaid assessment of the Association including interest,

if any, on such outstanding balance. In case of a default, all such outstanding amounts will automatically devolve upon the buyer or the new lessee.

Without an explicit written NOC from the association no such transaction - as

- c) referred in (b) above is to be taken up. Any violation of this will be treated as null and void.
- d) The association will have first lien over the rent payable or over the sale proceeds in the event of any default by any member in paying the dues. The mortgager shall pay all dues to the Association BEFORE affecting the mortgage, failing which, the services of the Association shall not be made available to the mortgagee.

47. 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 the Resolution of the Management Committee and every Deed of Instrument to which the seal is affixed shall be attested, for and on behalf of the Association, by two Members of the Management Committee and Secretary or any other person authorized by the Association in that behalf and chronological record of use of the seal shall be maintained in a register kept for the purpose.

48. REGULATIONS, RULES AND ADMINISTRATIVE PROCEDURE:

The Association shall frame rules, regulations and procedures for the administration of Apartments, its common areas and facilities as well as frame guidelines of restrictions and measures designed to prevent the unreasonable and improper use of facilities and common areas which will interfere with the peaceful occupation of units by respective Owners / Residents conducive to day to day living environment. Such measures / restrictions shall be implemented within a reasonable time.

49. AMENDMENT OF BYELAWS

These Byelaws may be amended by the Association in a duly constituted Meeting for such purpose and no amendment shall take effect unless approved by the Owners representing at least three-fifth (3/5) of the Apartment Owners present at the meeting. Rules framed by the resident's core committee is in the general interest of residents as a guiding factor and the committee alone has the right to amend or alter the same.

Singed by Management Committee Members.