

## **MEMORANDUM OF ASSOCIATION**

### **1. The Name of the Association:**

THE KENDRIYA VIHAR APARTMENT OWNER'S ASSOCIATION (Hereinafter referred to as 'THE ASSOCIATION')

### **2. Objects:**

The objects of the Association shall be: -

- (a) To maintain and manage 603 apartments, main overhead tank, sump, sewage treatment plant, garden and other common facilities of the housing complex known as "Kendriya Vihar"
- (b) To act as the Association of all the Apartment Owners of Kendriya Vihar Housing Complex
- (c) To act as the custodian, and to administer the common areas and facilities provided to the apartment owners in the Kendriya Vihar complex.
- (d) To control the Association's finance and make deposits or investments.
- (e) To provide for maintenance, repair and replacement of the common areas/facilities by contribution, subscription and collection of maintenance service charges from the Apartment Owners, levied from time to time as per the Bye laws, such as the following
  - (i) Adequate and timely water supply.
  - (ii) Electricity and street lighting.
  - (iii) Sewage system maintenance.

- (iv) Cleanliness and conservancy.
  - (v) Security system
  - (vi) Facilities towards the health, welfare, clean environment and amenities
  - (vii) To maintain lifts, and standby generators.
  - (viii) To maintain parks and Arboriculture.
  - (ix) To maintain fire fighting installations within the Kendriya Vihar complex.
- (f) To establish and carry out, on its own account or jointly with the individuals or institutions, social, recreational or any other activity solely for the benefit of the members of Association.
- (g) To frame/amend bye-laws/rules with approval of general body meeting of the Association.
- (h) The Association is formed mainly to organize and administer all aspects of community living to provide a good standard of life for its members. The Association is a non-profit organisation
- (i) To do all such other acts, deeds or things as are necessary to the attainment of the above objects of the Association as a welfare organisation to cater to the efficient functioning of the housing complex.

**3. The place at which the registered Office of the Association in to be situated:**

The registered office of the Association shall be at the Community Centre, Kendriya Vihar, Amanikere Village, Yelahanka, Bangalore – 560 064.

**4. Subscribers of the Memorandum of Association:**

SL No.	Name	Address	Occupation
1.	Aftab Ahmad	C-8/586, Kendriya Vihar, Bangalore	
2.	P. Manivannan	B-3/175, Kendriya Vihar, Bangalore	
3.	P.P. Sreekumaran	C-8/556, Kendriya Vihar, Bangalore	
4.	N. Raghupathy	D-6/14, Kendriya Vihar, Bangalore	
5.	Ms. Aruna Mehta	C-8/580, Kendriya Vihar, Bangalore	
6.	S. Natarajam	C-7/494, Kendriya Vihar, Bangalore	

- |    |                  |                                    |
|----|------------------|------------------------------------|
| 7. | B.R. Krishna     | B-4/319, Kendriya Vihar, Bangalore |
| 8. | D. Gautaman      | C-8/585, Kendriya Vihar, Bangalore |
| 9. | Ms. G. Gyanambal | D-6/12, Kendriya Vihar, Bangalore  |

## **BYE LAWS OF**

### **KENDRIYA VIHAR APARTMENT OWNERS' ASSOCIATION**

YELAHANKA HOBLI, BANGALORE

#### **CHAPTER 1: PRELIMINARY**

##### **1. Short title and application:**

- (i) These bye-laws may be called the bye laws of the "KENDRIYA VIHAR APARTMENT OWNERS ASSOCIATION", (hereafter shall be referred to as KVAOA)
- (ii) These byelaws shall come into force from the date of its registration by the Registrar of Societies, and it shall apply to all the members of the Association.
- (iii) The provisions of these Byelaws shall apply to the "KENDRIYA VIHAR APARTMENT OWNERS ASSOCIATION" which hereafter referred to as KVAOA.
  - a) All present or future owners, tenants, future tenants or their employees or any other person who might use the facilities in the complex in any manner, are governed by these byelaws.
  - b) The acquisition of any dwelling unit on rent, lease, or license in the Kendriya Vihar Apartment Complex is bound by these Byelaws.

## **2. Definitions:**

1)These byelaws shall be called the byelaws of **THE KENDRIYA VIHAR APARTMENT OWNERS ASSOCIATION.**

2)These bye-laws shall apply to all the apartments located within the Kendriya Vihar Complex, having its registered office at the Community Centre, Kendriya Vihar, Yelahanka, Bangalore – 560 064.

3)In these bye-laws, unless the context requires otherwise: -

- a) “Act” means “ The Karnataka Societies Registration Act, 1960.
- b) “ Association means the Association formed by all the apartment owners of Kendriya Vihar.
- c) “Apartment owner” means a person owing an apartment in Kendriya Vihar including the person in whose name an apartment has been originally allotted by Central Government Employees Welfare Housing Organisation, New Delhi, (CGEWHO), or any subsequent buyer of apartment as per rules of CGEWHO and as per clause 5(4) of these Bye-laws
- d) “Building,” means the apartment building and ancillaries located at Kendriya Vihar, known as Kendriya Vihar Apartment Complex, with 603 flats including the land forming part thereof.
- e) Committee means the Management Committee or Executive Committee as the case may be.
- f) “Common Areas and Facilities” means and include the entire Kendriya Vihar complex and apartments allotted by CGEWHO by name to each owner and include the Community Centre, all the roads and approaches, parks and open spaces, compound walls and other structures, including all electrical installations and equipment, the light, lifts and water supply installations, diesel generator and play grounds excluding such space and structures the use of which is allowed to individual allottees.
- g) Common installation including all electrical installation, and equipment, lifts including water supply, satellite/cable, T.V, diesel generator installations, for the general use of the residents installed in the common areas.
- h) “Dwelling unity” means an apartment in the Kendriya Vihar Complex.

- i) “Financial year” means 01 April to 31 March.
- j) “Kendriya Vihar Complex” means all the area bounded by and located within the compound wall running along the complex comprised in Survey Nos. 3, 4/1, 2/2, 4/2, 5, 6, 7 17/1A, situated at Yelahanka- Amanikere village. Yelahanka Hobil, Bangalore North Taluk, Bangalore – 560 064.
- k) “Resident” means the resident of any apartment in Kendriya Vihar Apartment Complex occupying it as owner or bonafide tenant.
- l) “Rules” means “The Karnataka Societies Registration Rules, 1961”, framed under the Karnataka Societies Registration Act, 1960.

#### **4. Objects:**

The object of the Association shall be:

- (a) To maintain and manage 603 apartments, community centre, electrical installations, equipments and lifts, main overhead tank, sump, sewerage treatment plant, garden and other common area of the housing complex known as “Kendriya Vihar”.
- (b) To act as the Association of all the Apartment Owners of Kendriya Vihar Housing Complex.
- (c) To act as the custodian, and to administer the common areas and facilities provided to the apartment owners
- (d) To control the Association’s finance and make deposits or investments.
- (e) To provide for maintenance, repair and replacement of the common areas/facilities by contribution, subscription and collection of maintenance service charges from the Apartment Owners, levied from time to time as per Byelaws, such as the following:-
  - (i) Adequate and timely water supply
  - (ii) Electricity and street lighting
  - (iii) Sewage system maintenance
  - (iv) Cleanliness and conservancy
  - (v) Security system
  - (vi) Facilities towards the health, welfare, clean environment and amenities

- (vii) To maintain lifts and standby generators
- (viii) To maintain parks and Arboriculture
- (ix) To maintain fire fighting installations within the Kendriya Vihar Complex.
- (f) To establish and carry out on its own account or jointly with the individuals or institutions, social, recreational or any other activity solely for the benefit of the members of Association.
- (g) To frame/amend bye-laws/rules with the approval of General Body Meeting of the Association.
- (h) The Association is formed mainly to organize and administer all aspects of community living to provide a good standard of life for its members. The Association is a non-profit organization.
- (i) To do all such other acts, deeds or things as are necessary to the attainment of above objects of the Association as a welfare organization to cater to the efficient functioning of the Kendriya Vihar Apartment Complex.

**5. Members of Association:**

1) All apartment owners in Kendriya Vihar Apartment complex shall be the members of the Association on payment of Rs.100/- as membership fee. Every such member shall purchase one share of the face value of Rs.100/-. One copy of the bye-laws shall be supplied to each of the member on payment of Rs.50/-

2) No owner/tenant shall form any other parallel Society/Association contrary to the rules of CGEWHO.

3) Every owner either by purchase or acquired ownership in any manner shall become a member of the Association. If, any owner rents a flat to a tenant such owner shall be responsible for payment of dues to the Association.

4) Any owner/member can transfer his apartment unit to another by way of sale or gift only after obtaining a "No Objection Certificate" from the Management Committee. Such person shall become a member of the Association on payment of 1.5% of the registered sale consideration amount subject to a minimum of Rs.5,000/-

5) If any member of the Association fails to remit the maintenance charges for a particular quarter by the end of that quarter, the Association shall withdraw all facilities

and services extended to him/her, in addition to collecting of all outstanding dues and levying of such penalties as may be imposed by the Management Committee. Further, any member may be sued for such arrears or for recovery of other dues as per the relevant provision of the Karnataka Societies Registration Act, 1960.

## **CHAPTER II**

### **1. Ownership of Property:**

Up to 2 blood relatives in addition to the first allottee or purchaser who have been included as joint owners under rule 32 of the CGEWHO rules may be admitted as joint members of the Association. The first allottee/purchaser or any one of the other joint owners with the written consent of the first allottee/purchaser will be entitled to participate and exercise voting rights at the meetings of the Association and shall also be eligible to be elected to the management committee subject to the provisions of these bye-laws. The shares of the Association shall be issued in the joint names of these persons.

### **2. Holding of One share compulsory:**

Every apartment owner shall hold one share of the Association.

### **3. Disqualification:**

No apartment owner/joint owner shall be entitled to vote in the election of members of the management committee or any other office bearer or be entitled to stand for election for such office or take part in any of the meetings/proceedings of the Association if he/she is in arrears as at the end of the quarter for which the contributions, subscriptions and maintenance or any other charges as specified by the management committee are due.

## CHAPTER III

### MANAGEMENT OF ASSOCIATION

**1. General:**

The final authority of the Association shall vest in the General body, which shall meet at least once a year during the period April to September.

**2. Management:**

The management and administration of the Association shall vest in a committee known as Management Committee constituted under these byelaws.

**3. Composition of the Management Committee:**

The Management Committee shall consist of not more than 17 members elected under these byelaws, consisting of President, Vice President, Secretary, joint Secretary, Treasurer and at least one lady member and 11 other members.

**4. Term of Office:**

The term of office of the Management Committee shall be for a period of two years. No member shall hold the post of any office of the Management Committee for more than two consecutive terms.

**5. Resignation of a Member:**

A member of the Management Committee (including the office bearers) may resign his membership in writing.

6. No member shall have any pecuniary interest either directly or indirectly or shall carry on any activity similar to one of the Association.

**7. Powers and Duties of Management Committee:**

The Committee shall have the powers and perform the duties necessary for the administration of the affairs of the Association and may do all such acts or things, specified under the byelaws and rules.

**8. Other duties:**

The committee shall also have the following other duties.

- (a) Daily supervision over maintenance and security of the Kendriya Vihar Complex, for which purpose the committee may enter into agreement with service providers for Housekeeping, Landscaping, Arboriculture, Security, Lift/Generator maintenance and all such allied facilities.
- (b) Collection of quarterly and periodic maintenance service charges or contribution or subscription from the owners.
- (c) Designation, employment remuneration and dismissal of the personnel necessary for the maintenance and operation of the Kendriya Vihar Complex and the common areas and facilities.
- (d) To provide for the manner in which the audit and accounts of the Association shall be carried out.
- (e) To inspect the accounts kept by the Treasurer and the Administrative Officer and examine the registers and account books and to take steps for the recovery of all sums due to the Association.
- (f) To sanction working expenses, reconcile cash and bank balances and deal with other miscellaneous business.
- (g) To ensure that the cashbook is written or computerized promptly and signed by the Administrative Officer and the Treasurer as specified at least once a month.
- (h) To hear and deal with complaints by or against or amongst any member(s) and/or residents, for which, the committee shall have the authority to direct all affected persons to present themselves on date(s), place(s) and time(s) as required.

- (i) To approve monthly accounts of Kendriya Vihar and any other facility in the monthly Management Committee meeting.
- (j) To levy charges such as periodical maintenance charges, lift charges, administrative charges for extra usage of electricity, water, littering, infringement of bye laws/rules/regulations/instructions etc on the members/residents.

**9. Meetings:**

Every newly elected Management Committee shall meet for the first time on the very first day after the election to elect President, Vice President, Treasurer, Secretary and Joint Secretary.

**10.** The Management Committee shall at least meet once between the 11<sup>th</sup> and 17<sup>th</sup> of each calendar month to transact business. However, there shall be at least six meetings of the committee in a financial year.

**11.** Additional meetings shall be held by the President or a majority of committee members for any special purposes such as to decide on resolutions/points for Annual General Body Meetings or to call for a Special General Body Meeting, or to discuss points from members prior to General Body meeting etc. The 1/3<sup>rd</sup> members by a resolution can also summon the General Body meeting to discuss any agenda fixed by them. A Special General Body Meeting may also be convened on the requisition of a minimum of 50 (Fifty) members of the Association entitled to vote.

**12.** Notice of each meeting of the Management Committee shall be given to each member at least 7 (Seven) days in advance seeking points if any from him/her within 5 (Five) days.

**13. Quorum:**

For every meeting of the Management Committee two thirds of the total members of the Committee shall constitute the quorum and the acts of the members present at such meeting shall be the acts of the management Committee. If at any meeting of the

committee, there is less than a quorum, the majority of those present may adjourn the meeting, by 30 minutes. At any such adjourned meeting, any business, which might have been transacted at the meeting originally called, may be transacted without further notice and all decisions at such a meeting shall be valid.

**14. Place of Meeting:**

Meetings of the Management Committee shall take place in the registered office at Kendriya Vihar.

**15. Sub Committees:**

The following sub committees shall be constituted in the very first meeting. The sub committees may be reconstituted not earlier than once a year:

- (a) Housekeeping and Arboriculture
- (b) Civil Engg.
- (c) Finance
- (d) Legal
- (e) Entertainment and Welfare
- (f) Security
- (g) Electrical equipments including Lift

**16.** Each sub committee shall consist of at least two members, one of whom shall act as the spokesperson.

**CHAPTER IV**

**MEETINGS OF THE ASSOCIATION**

1. The Association shall meet at least once in every year
2. Election year shall be on completion of every two years.
3. **Business for Annual General Body Meeting:**

- (a) Checking of identity cards and quorum
- (b) Salutation to departed members
- (c) Welcome by the president
- (d) Report of Management Committee to be read out by the Secretary
- (e) To receive and adopt the audited statement of accounts of the previous year and the auditor's report thereon
- (f) To approve the annual budget for the next year to be presented by the Vice President
- (g) Appointment of auditors for the next year.
- (h) Information on admission and termination of membership
- (i) Points from Administrative Officer
- (j) Election to casual vacancies
- (k) Discussions on points from members.
- (l) Any other matter that may be raised in accordance with the byelaws and with the permission of the Chair.

**4. Notice of Meeting:**

It shall be the duty of the Administrative Officer to mail or send a notice of each annual or special meeting stating the purpose thereof as well as the time and place where it is to be held to all members at least 21 (Twenty one) days in advance.

**5. Quorum and adjourned Meeting:**

At least 50 members shall form the quorum

**6.** If any meeting of owners cannot be held for want of quorum, the meeting may be adjourned by thirty minutes from the time the original meeting was fixed. At such adjourned meeting, the members present shall form the quorum, with the approval of the majority of those present and all decisions by such a general body meeting shall have the same validity as one with a quorum present.

## CHAPTER V

### ELECTION TO THE MANAGEMENT COMMITTEE AND ITS DUTIES

1. Election shall be held at least 15 days prior to the completion of the term of existing committee once every two financial years.
2. Casual vacancies may be filled by nomination done by a majority of the Management Committee members and such nomination shall hold good, till the following AGM.
3. **Proxy/Voting by joint owners:**  
'One dwelling unit One Vote' and this vote shall be exercised IN PERSON or by a proxy duly authorized by the owner of a dwelling unit.
4. The members of the outgoing Management Committee shall handover all files, registers and documents to the newly elected Management Committee within fifteen days of its installation.
5. The Association shall have the following office bearers to be elected from within the committee, every two years:
  - (a) President
  - (b) Vice-President
  - (c) Secretary
  - (d) Treasurer
  - (e) Joint Secretary
6. **Vacancies:**

Vacancies in the Management Committee by any reason shall be filled by co-opting by the Management Committee and each person so elected shall thereupon be a Committee Member until a successor is elected at the next general body meeting.

7. **Duties of Office-bearers**

**President** : He shall preside over all the meetings of the Association and the Committee. He shall have all the powers, usually vested in the office of the President of an Association. He may appoint sub committees for specific purposes by including voluntary members from outside the committee, if so required. While not remaining a member of any sub committee, he shall have power of superintendence over all sub-committees at all times. He shall personally supervise the execution of jobs by the Administrative Officer and his staff. All correspondence from the Association shall be issued for and on behalf of him, by the Administrative Officer. He is permitted to exercise due discretion to ensure that the affairs of the Association are run efficiently, economically and effectively for the common good of most, if not all, members of the Association.

## **8 Vice President:**

He shall advise the President in the discharge of the latter's duties at all times. He shall act as President, in latter's absence and on such occasions, shall preside over meetings and carry out all other tasks and duties of the President. He shall ensure that all financial transactions are carried out including local purchase and issue of tenders and shall carry out all the duties of this appointment as laid down in the rules thereof.

## **9. Secretary:**

- (a) Be responsible for convening the meeting of the General Body, the Committee of Management and the sub committee in consultation with the President or Chairperson and recording and maintaining minutes of such meetings.
- (b) Assist the committee in the formulation of policies and objectives and planning.
- (c) Provide necessary information to the Committee and apprise the Committee of the functions and operation of the Association.
- (d) Perform such other duties and exercise such other powers imposed or conferred on him under the act, rules or byelaws.

## **10. Treasurer:**

He shall advise the Administrative Officer in the maintenance of accounts, depositing of cash, safe custody of valuable documents such as account books, fixed deposit receipts etc. He shall be a cosignatory for all cheque transactions. He shall advise the Vice President/Sub Committee concerned to ensure the funds are used in an economical manner for the benefit of the Association. He shall sign all accounts and account books along side the Administrative Officer in proof of their correctness.

## **11. Joint Secretary:**

The Joint Secretary will assist the Secretary in the duties specified for the latter. In the absence of Secretary, Joint Secretary will act as Secretary of the Management Committee. He will also perform such other duties as assigned by the President of the Management Committee.

## CHAPTER VI

### OFFICIALS OF THE ASSOCIATION AND THEIR DUTIES

#### **1. Officials of the Association:**

There shall be only two officials in the Association, namely the Administrative Officer and an Office Assistant. Their terms of employment shall be on a contractual basis. All other employment shall be on casual basis.

#### **2. Administrative Officer:**

(i) The Administrative Officer shall be appointed by the Management Committee and no member of the Association shall be eligible to be appointed to the post. The appointment shall be on contractual basis and the terms and conditions thereof shall be laid down by the management Committee. The initial period of appointment shall not exceed one year and is liable for termination with one month's mutual notice. The appointment may be renewed on annual basis.

(ii) The Administrative Officer shall carry out the duties assigned to him by the Management Committee from time to time and shall be responsible for the proper up-keep and the maintenance of all assets and properties of the association.

(iii) The Administrative Officer shall, subject to the directions of the management committee, be responsible for supervision and control of the personnel detailed for carrying out the day-to-day maintenance and related activities. The Administrative Officer shall maintain all records and documents of the association under the directions issued by the Management Committee from time to time.

#### **3. Office Assistant:**

Office Assistant shall be employed on contractual basis for an initial period not exceeding 1 year, which may be renewed on yearly basis. The duties of the Office Assistant will be as laid down by the Management Committee.

**4. Contractual Employees:**

The Association may employ one or more of the following among others, as required, on daily/casual labour vacancies, through a contractor:

- (a) An office assistant to assist the Administrative Officer
- (b) A typist cum clerk
- (c) An Accountant
- (d) Lift Operators (3 or more as required)
- (e) Plumber
- (f) Electrician
- (g) Gardners (2 or more as required)
- (h) Additional safai karmacharis (over and above any contract given for Housekeeping) depending on the work load
- (i) Any other casual labourers

5. The terms of contract in each of the above cases shall clearly exclude any liability by the Association towards any claim or compensation including ESI/Provident Fund/Gratuity, Leave salary etc.

**CHAPTER VII**

**FUNDS AND INVESTMENTS, PROPERTIES, FINANCIAL POWERS, ACCOUNTS AND AUDIT**

**Funds:**

1. Funds may be raised by the Association in all or any of the following ways, namely:

- (a) By Shares
- (b) By contribution and donations from apartment owners or residents
- (c) From surpluses over income in a year which forms part of the Reserve Fund
- (d) By transfer of initial deposit of members by the Central government Employees Welfare Housing Organization
- (e) Reimbursement of Service Charges for:

- i. Allied infrastructure rendered to owner members
- ii. Vendors and other who make use of any facility provided by the Association
- iii. Any other services or administrative charges the Association or the management committee may levy

**Investment of Funds:**

2. The Association may invest or deposit its funds on the following:

- (a) In a Government Savings Bank or
- (b) In any of the securities specified in section 20 of the Indian Trust Act, 1882 (Central Act II of 1882).
- c) The Corpus Fund of the Association as well as the returns thereon shall not be used for periodic and routine maintenance or other day-to-day expenditure except in case of emergent capital maintenance. Any such emergent drawal on the Corpus Fund shall be approved at the next General Body meeting.
- (d) A Reserve Fund shall be constituted by additionally levying 5% of the prevalent monthly maintenance charges collected in order to create additional funds so as to meet the expenditure of a capital nature without depleting the Corpus Fund.

3. The duration of deposit and the particular agency shall be decided by the Management Committee, periodically and reviewed when necessary, keeping the best interests of the Association.

**Properties:**

- (4) The Administrative Officer, on behalf of the Association, shall maintain a list of assets of the Association both fixed and movable, in a register, which shall be open to inspection by the committee or on a written application by any owner member, with the approval of the committee.
- (5) The fixed assets shall constitute the list forwarded by CGEWHO plus any other constructed/acquired since registration.

(6) The movable assets shall comprise of all movable properties handed over by the Project Manager, CGEWHO, or purchased/acquired by or donated to the Association.

(7) The list of assets (both fixed and movable) shall be maintained for the Association, indicating source of purchase/receipt, cost at acquisition, annual depreciation and so on.

**Transfer of property:**

8) No property, movable or immovable may be transferred to anybody outside the Association without the concurrence of majority at the General Body Meeting.

**Financial Powers:**

9) The financial powers of various officials, office bearers and the Management Committee without reference to the next higher authority are given below:

	<b>Subject to Total in a day (Rs)</b>	<b>Subject to Total in a month (Rs)</b>	<b>In a year (Rs)</b>
a) Administrative Officer	500/-	2,000/-	20,000/-
b) Sub Committee concerned	500/-	6,000/-	60,000/-
c) President or Vice President acting as President	1,000/-	10,000/-	1,00,000/-
d) Management Committee	No limits within the Budget		
e) General Body	No limits		

The expenditure incurred by the functionaries at (a) (b) & (c) shall be subject to post facto approval of the Management Committee at its meeting following the incurring of such expenditure.

10) In an emergency or when unavoidable/inescapable, the management committee may depart from the budgetary limits but shall get the same ratified by the next Annual General Body Meeting.

11) The above powers may be reviewed once in a year or earlier in an Annual General Body Meeting.

**Restrictions on Loans and Borrowings:**

12) The Association shall neither lend nor borrow money to or from any individual or organization.

**Accounts:**

13) One or more Bank accounts shall be opened by the Association into which all amounts of cash received on behalf of the Association shall be deposited, provided that the Administrative Officer may retain in his personal custody, an amount not exceeding Rs.1,000/- (Rupees One Thousand Only) for petty expenses. All payments above Rs.500/- shall be made by cheque signed by the Treasurer and Vice President.

14) All accounts shall be maintained regularly. The accounts shall be audited by a Chartered Accountant approved by the Management Committee / General Body Meeting every year. Accounts shall be closed by 31<sup>st</sup> March every year. Trial balance as on the last day of each month shall be made available to the management Committee by 10<sup>th</sup> of the following month.

15) The Administrative officer shall maintain a Register in which details of all charges due from / paid by all owner members and residents/Lessees shall be entered. Entries pertaining to any individual member shall be made available by the Administrative officer to him for perusal on a written request by the member.

16) The Association shall on or before 31<sup>st</sup> May in each year publish an audited annual financial statement containing the following information for the preceding financial year, which shall be mailed to each owner, along with the Notice of AGM:

- i. The Profit & Loss Account
- ii. The Receipt and expenditure Account
- iii. Schedules indicating Fixed/Term deposit details with interest accrued/due
- iv. Acquisition/Disposal of property including depreciation and method of arrival
- v. List of outstanding liabilities
- vi. List of defaulters
- vii. Balance Sheet

**17) Audit:**

- (a) The audited financial statement shall be open to the inspection of all members 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 15<sup>th</sup> August every year.
- (b) The Association shall arrange to get its accounts audited at least once in each financial year by a Chartered Accountant holding a certificate issued by the Institute of Chartered Accountants of India or by an auditor from the panel of Auditors.
- (c) A copy of the audited financial statement shall be mailed to each owner as a part of the Notice for AGM.

**CHAPTER VIII**

**DUTIES AND OBLIGATIONS OF OWNER MEMBERS AND RESIDENTS/TENANTS**

**Notice:**

1) No resident of the complex shall post any advertisement or banner or poster or a notice of any kind in or around any property including one's own except as authorized by the Association.

**Dwelling Unit:**

2) No owner/tenant of an apartment shall use the Dwelling unit for any commercial purposes and no dwelling unit/stilt area shall be let out to students/Bachelors/spinsters.

3) No owner/tenant of an apartment shall allow any outsider for use of water and electricity on regular basis without prior permission of the Association.

**Maintenance charges:**

4) Maintenance charges shall be paid quarterly in advance by Cash/DD/Local cheques payable at Bangalore in favour of Kendriya Vicar Apartment Owners Association, Bangalore irrespective of the fact that the unit is in possession/occupation or not. Any payment made shall be appropriated against outstanding dues, if any.

**Default in payment of Maintenance Charges:**

5) No owner/tenant shall be entitled to use any of the amenities provided by the Association if he commits default in payment of maintenance charges to the Association for a consecutive period of three months. Such default by owner/tenant shall attract the provisions contained in clause 5(5) of Chapter-I.

**Occupancy:**

6) Every allottee/owner shall furnish the details of the family members/others who shall ordinarily be resident in the dwelling unit. Leasing out of the dwelling unit wholly or partially shall be intimated in advance to the Association and prior clearance from the management Committee shall be obtained. A copy of the lease deed with details of name, occupation and other occupancy details of the tenants shall be filed with the Association by the allottee/owner. A higher rate of maintenance charge as decided by the management committee from time to time shall be levied in respect of dwelling units let out on tenancy.

**Vacating of Dwelling Unit:**

7) Before vacating a dwelling unit, the resident shall inform the Association in writing and obtain the necessary clearance.

**Parking of Vehicles**

8) Residents shall park their vehicles only in their allotted parking slots. Others who use the common areas for parking will be charged monthly fee as may be prescribed by the management committee.

**Dogs/Pets**

9) The pets shall be properly leashed whenever they are outside the unit failing which the pets would be treated as stray. Owners of pets shall take due care to ensure pets do not cause any harm and nuisance to others and affect the hygiene and cleanliness of the complex. Pets shall not be allowed into the lifts and on to the lawns. Owner shall also ensure that he/she adheres to the rules and regulations governing upkeep of pets and sanitary byelaws as enacted by the local authority such as the municipality.

**Civility/Cleanliness:**

10) No member or resident shall hang garments, rugs etc. from the windows, balconies or from any of the facades of their individual units. Members/residents shall not place flower pots and other objects on the parapet wall posing a danger of their falling down or causing damage to persons/property of other residents.

11) No member/resident shall throw garbage or trash outside the disposal installation provided for such purposes.

**Servants and Security:**

12) Every servant or car cleaner shall possess an entry pass. Each servant/car cleaner leaving the employment shall surrender his/her pass.

13) No encroachment is permitted on common areas. All encroachment shall be evicted at the risk and expenses of the offender without any notice.

14) No containers, crates, wooden boxes or packing materials etc, shall be kept under stilt or common areas.

**Additional Construction and Modification:**

15) The dwelling units have been built as per certain approved specifications. Hence any modification needs to be approved by the civil works sub committee comprising members qualified to certify or reject the proposal for modification. The dwelling units are also to retain the plan approved by BDA. A specific procedure as laid down shall be followed wherein the intending owner indemnifies the Association and all those likely to be affected by any modifications, even if the Association may have given the permission.

16) The lifts provided in the apartment blocks shall not be used for carrying household or other articles which exceeds the capacity of lifts or which are likely to damage the lifts due to their over dimensional size or shape. Any person violating the provisions shall be responsible for making good damages/repairs caused to the lifts.

17) In case of repairs arising out of damages/defects in respect of common area such as common wall, ceiling, toilets, kitchen sinks etc., the cost of such repairs/maintenance work shall be shared equally by the apartment owners/occupants/affected/concerned

18) No apartment owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by abandonment of his apartment.

19) All sums assessed by the Management Committee but unpaid by any apartment owner shall constitute a charge on such apartment prior to all other charges save Government and Municipal dues. Upon sale of the apartment, the purchaser of the apartment shall be jointly and severally liable with the vendor for all unpaid assessment against the latter for his share of the common expenses upto the time of sale.

20) The Management Committee or its representatives shall have the right of access to any apartment during reasonable hours as may be necessary for the maintenance, repair and replacement of any of the common areas and facilities therein or accessible there from to prevent damage to the common areas or to another apartment.

21) Each apartment owner must perform promptly all maintenance and repair work within his apartment, which if omitted would affect the apartments in entirety or in part belonging to other owners. All repairs relating to the dwelling units including installations therein shall be at the expense of the apartment owner concerned. An owner/resident shall reimburse the association any expenditures incurred in repairing or replacing any common area or facility damaged through his fault.

## **CHAPTER IX**

### **COMPLIANCE**

#### **Seal of the Association:**

1) The Association shall have a common seal which shall be in the custody of the Administrative Officer and shall be used only under the authority of a 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 committee including the Secretary or any other person authorised by the Association in that behalf.

#### **2) Savings:**

For the things and matters which have not been specifically provided for in these byelaws, the provisions of the Karnataka Societies Registration Act, 1960 and the rules made there under shall apply.

## **CHAPTER X**

### **AMENDMENTS TO THE BYE LAWS OF THE ASSOCIATION**

#### **Amendment of Bye-Laws:**

These byelaws may be amended by the Association in a duly constituted meeting for such purposes and no amendment shall take effect unless approved by members representing at least 2/3<sup>rd</sup> of the members present in the said meeting. All amendments shall be duly registered with the competent authority.

## **CHAPTER XI**

## **MISCELLANEOUS MATTERS**

### **Dissolution:**

In the event of dissolution or winding up of the Association the assets remaining as on date of dissolution shall under no circumstances be distributed amongst members, but shall be transferred to another Association/Society/Institution/Trust which enjoys recognition under S 80G of the Income Tax Act, 1961 as amended from time to time.

### **Powers to sue and to be sued:**

The President of the Association shall be the person to sue on behalf of the Association and shall also be the person to be sued in any suit against the Association.

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