

BYE LAWS OF JAL VAYU VIHAR HOUSE OWNERS WELFARE ASSOCIATION

CHAPTER -1 OBJECTS & MEMBERSHIP OF ASSOCIATION

1. SHORT TITLE :

- a) These bye laws shall be called the bye laws of the **Jal Vayu Vihar House Owners Welfare Association (JVVHOWA)** Kukatpally, Hyderabad.
- b) The provisions of these bye laws apply to the JVVHOWA, Kukatpally, Hyderabad.
- c) In these Bye Laws unless there is any thing repugnant to the subject or context, the expression “the Act” means the AP Societies Registration Act 2001 (Act No 35/2001) and its words and expression defined in the Act and used in these bye laws shall have the same meaning as assigned to them in the said Act.

2. LOCATION: The registered office of JVVHOWA is at Jal Vayu Vihar, Kukatpally, Hyderabad – 500085.

3. APPLICATION :

- a) All present or future owners, tenants or their employees or any other persons who might use the facilities or the buildings in any manner are subject to the regulations set forth in these bye laws.
- b) **It is incumbent on the owners, to ensure that their tenants/lessees are made aware to comply with these bye laws, while any written or oral agreement is entered into for tenancy or lease. A copy of the bye laws may be issued to such persons to help them comply with the provisions.**
- c) The mere occupation on rental or taking on license of any of the dwelling units (herein after referred to as ‘DUs’), extra rooms or garages will signify that these bye laws are accepted and shall be complied with and hence are subject to these bye laws.

4. DEFINITIONS : In these bye laws unless the context requires otherwise

- a) **Association:** means Jal Vayu Vihar House Owners Welfare Association (JVVHOWA), registered under the Andhra Pradesh (Telangana areas) Public Societies Registration Act, 1350 Fasli (Act I of 1350 F.) repealed under the Andhra Pradesh Societies Registration Act 2001 (Act 35 Of 2001), formed for the management of JVV .

- b) **Board:** means Board of Managers (BOM) elected by the General Body in an AGM/EGM all of whom shall be owners of dwelling units residing in JVV.
- c) **AFNHB:** means Air Force Naval Housing Board located at New Delhi.
- d) **JVV:** means Jal Vayu Vihar complex developed as a Group Housing Scheme in two phases, phase I by 1992 & phase II by 1998, as independent and flat type dwelling units total 357, in different configurations namely Type VI & VH of Twin Duplex with a common wall in between two units, Type V, III & II Flat type in two/three storey buildings and Type IIIH row type with common walls in between two/three/four units, 16 extra rooms, 8 extra four wheeler and 12 extra two wheeler garages and associated common facilities in an area of 25 acres 38 guntas situated at AFNHB site in Kukatpally under the survey nos 173, 175, 190 and 174 vide registered document nos 29/88 dated 06 Jan 1988 and 7548/92 dated 07 Jul 1992 under self financing scheme for the serving/ retired personnel and widows of Defence services/ civilians
- e) **Group Housing:** means the development of buildings having five or more dwelling units and common services on a given site or plot, in single or multiple blocks, without customary sub-division of land by way of individual plots.
- f) **Buildings:** means the buildings located at JVV and include all structures and installations forming part thereof.
- g) **DU:** means a dwelling unit (DU) in JVV.
- h) **Owner or Apartment owner:** means the person owning a dwelling unit in JVV having been allotted such dwelling unit by AFNHB and duly registered with the Sub Registrar, Kukatpally, Hyd or a legal transferee.
- i) **Allottee:** means the person to whom a DU in JVV was allotted by AFNHB and who has not registered his DU.
- j) **Member:** means an owner or allottee of a dwelling unit who becomes member of the association.
- k) **Resident/Tenant:** means one who legally occupies a DU or extra room either as owner/owner's family or as a lessee/tenant duly authorized by the owner/allottee.
- l) **Act:** means AP (Telangana Areas) Public Societies Registration Act 1350 Fasli (Act 1 Of 1350) repealed by the AP Societies Registration Act 2001 (Act 35 of 2001)
- m) **Bye law:** means a rule or administrative provision framed by the association, for its internal governance and external dealings, adopted under the AP Societies Registration Act 2001 (Act 35 of 2001) and AP Apartments (Promotion of construction and ownership) Act 1987 (Act 29 of 1987).
- n) **Exclusive areas:** means the areas appurtenant to and the undivided interest of the buildings of flat type DUs which are the exclusive property

of the owners of flat type DUs and the areas appurtenant to and within the boundary walls of duplex/row type DUs.

- o) **Common areas:** means the areas such as roads and parks/open spaces handed over to Municipality, the areas outside the compound walls of Type VI, VH & IIIH DUs and the areas other than the exclusive areas which are governed by the association..
- p) **Types of DUs :** means type of DUs in five categories namely type VI, type V , type VH, type IIIH and type II& III.
- q) **Gender and Number:** means words importing the masculine gender shall include the feminine gender and vice versa. Words importing the singular number shall include, where the context admits and require, the plural number and vice versa.
- r) **Financial year:** means the period of twelve months ending with 31 Mar of each year for which the accounts of the association are required to be made.
- s) **Special resolution:** means, resolution passed by a majority of the total members of the society and not less than three fifths of the members present and voting in a meeting, of which not less than fourteen clear days notice, exclusive of the date of dispatch of the notice and the date of meeting, specifying the intention to propose the resolution as special resolution, has been duly given.

5. OBJECTS OF ASSOCIATION: The objects of the Association shall be

- a) To be and to act as the Association of Apartment (dwelling unit) owners' of JVV to provide a transparent and unbiased management for the well being of the members/residents of all types of DUs.
- b) To frame rules with the approval of the General body for the management of the association such as the election of Board Of Managers (BOM) from among the members, the powers and duties of the board, the method of removal of managers from the board, the election of Principal office bearers i.e. President, Secretary and Treasurer and the method of calling meetings and quorum of such meetings
- c) To raise funds through collection of maintenance charges from the members/residents and other available means for the administration and maintenance of JVV.
- d) To evolve an accounting system showing the income and expenditure separately for each type of fund. The distribution of income or profits of the association among the members is prohibited
- e) To provide for the maintenance and repair of the common services and facilities such as electricity, water, sewage lines, roads, parks etc of JVV.
- f) To establish and maintain a security system for looking after the security of the property and the residents of JVV.

- g) To rent or lease suitable portions of the common areas and facilities to outsiders for building up reserve fund to be used for the common benefit schemes and welfare of members.
 - h) To invest the surplus funds in deposit schemes of nationalized banks earning interest for the association. The earnings shall be used to promote the objects of the association..
 - i) To undertake long term maintenance of painting, distemping etc of the exteriors and common areas of DUs on cost sharing by the members as decided in the AGM/EGM and internal/external areas of association buildings/facilities.
 - j) To take care of the safety of association property against the damage from natural calamities etc through insurance.
 - k) To maintain/set aside adequate funds / cash reserves for capital repairs/ replacements of association installations such as electrical transformers, pump houses, pipe systems etc.
 - l) To liaise with AFNHB in the sale deed registrations of different types of DUs for their correct entry of land area and other particulars, to act as a trustee on areas handed over to Municipality and common areas to safeguard the land property of the association..
 - m) To develop and maintain parks and community facilities for common use of the members and residents of JVV.

 - n) To carryout social and cultural activities such as conducting games and sports to encourage the talent of the youth or any other artist and generally to do all such other acts, deeds or things as are conducive to the attainment of the objects of the association as a welfare organization and promote harmony, unity and co-operation among the residents.
 - o) To ensure that members abide by these bye laws and to evolve and publicize amongst members a procedure to implement penal or other disciplinary action against defaulters or wrong doers after giving an opportunity to be heard from the person to be proceeded against and before any action is initiated.
 - p) Generally to do all such other acts, deeds or things as are conducive to the attainment of the objects of the association as a welfare organization to cater to the efficient functioning of JVV.
6. The association shall not act beyond the scope of its objects without duly amending the provisions of these bye laws for the purpose.

7. MEMBERSHIP OF ASSOCIATION:

A. MEMBER:

- a. All the initial owners of DUs in JVV as per the first name in the sale deed /allotment letter issued by AFNHB and eligible by age shall become members of the association.

- b. Spouse/Father/Mother and son/daughter (eligible by age) of the owner residing in the owner's DU shall also be admitted as member on a onetime revocable affidavit by the owner/allottee but shall not be eligible to be elected as a manager of BOM.
- c. Upon any member or owner selling his DU the purchaser is obliged to become a member of the association by fulfilling the following:
 - i. Pay Rs 100/- to the JVVOWA as admission fee.
 - ii. Have the DU registered and submit a copy of the sale deed to the association office.
 - iii. Pay the association a one time non-refundable contribution towards Long Term Maintenance Fund (LTMF) at the rate of 2% (two percent) of the registrar's valuation figure or the amount entered on the sale deed whichever is higher.
 - iv. The first name on the sale deed shall be placed in the association records as owner/member in case of joint registration.
- d. On the death of a member, the person whose name appears next to the name of the deceased member in the sale deed in case of joint registration shall be regarded as a member of the association
- e. On the death of a member, the nominee in the sale deed or spouse, parents, children or the legal heirs attaining the rights of the ownership of the DU by will or gift deed may take necessary action to have the ownership transferred to his name in the registered deed. Upon receipt of the documents pertaining to the transfer of the name of ownership the name of the new owner shall be entered as member in the records of the association.
- f. In case the member is a minor, his guardian or trustee shall represent him as a member.

B. CESSATION OF MEMBERSHIP:

- a. A member shall cease to be a member when he ceases to be an owner of a DU. He should however pay all the outstanding amounts due to the association. In case of non payment the liability shall automatically be transferred to the new owner.
- b. Prior to handing over possession of his DU to the new owner, the member shall intimate to the association in writing his intention to do so.

C. DISQUALIFICATION:

- a. A member shall not be entitled to vote on the question of election of members of BOM or be entitled to stand for election to BOM or for any office bearer if he is in arrears, on the first day of the

relevant month, the payment of maintenance charges and any other dues to the association for three calendar months or more.

- b. A member whose conduct is found to be prejudicial to the interest or general welfare of the association or the aims and objectives of the association as laid down in the Memorandum/Bye laws may be debarred of the voting and contesting rights by the association if approved in the General body by a majority vote of the members of that type of DU.
- c. A member shall be given an opportunity to defend himself before the BOM / General body prior to any decision on his disqualification.
- d. The period of disqualification and the conditions for re-admission shall be notified to the member.
- e. An expelled member shall be re-admitted on expiry of the period of disqualification by the BOM subject to ratification later by the General body.

8. DISPUTE REGARDING MANAGEMENT:

- a) In the event of any dispute arising among the management committee or the members of the society, in respect of any matter relating to the affairs of the society, any member of the society may proceed with the dispute under the provisions of the Arbitration and Conciliation Act, 1996, (Central Act 26 of 1996) or may file an application in the District Court concerned and the said court shall after necessary enquiry pass such order as it may deem fit. The court has a mandatory duty to refer the disputes arising between the parties to the Arbitrator. The statutory Arbitrator would also have to be appointed by agreement under the Arbitration Act.
- b) The member shall be prudent enough to try and exhaust all the provisions within the association to obtain justice failing which only he shall take his complaint/dispute to the outside authorities.

CHAPTER II

VOTING AND QUORUM

1. **VOTING:** Voting shall be by members, as registered in the records of the association, through single non-transferable vote.
2. **QUORUM:** The presence in person of 20% of members i.e. 72 members including BOM present shall constitute a quorum for AGM/EGM.
3. **VOTES TO BE CAST IN PERSON:** Votes shall be cast in person.
4. **CONDUCT OF AGM/EGM:**
 - a) No decisions shall be taken and No voting shall be conducted in an AGM/EGM if the members present fall below the quorum i.e. 72 members at any given time.
 - b) The proceedings of the AGM/EGM shall be adjourned if the members present fall below quorum i.e. 72 members.
 - c) AGM/EGM may be reconvened after a given time and no quorum shall be necessary in the adjourned meeting. However when voting is necessary for decisions, all the members of the reconvened meeting shall be present. All matters not specifically provided for, are to be decided in accordance with the Act and the rules if any notified there under.

CHAPTER – III
ADMINISTRATION

1. JURISDICTION :

- a) The area of operation of the association shall be confined to JVV in Kukatpally, Hyderabad-500085.
- b) The activities/services of the association shall be confined to the residents of JVV.

2. POWERS AND DUTIES OF ASSOCIATION: The association shall have the responsibility of administering JVV, approving the annual budget, establishing and collecting monthly maintenance charges and management of all the activities in an efficient manner and for the well being of the residents. The association may frame rules to amplify the byelaws and these rules/resolutions shall require approval of a majority of members casting votes in person at a duly constituted meeting (AGM) or special meeting (EGM) of the association. However any rule/resolution affecting a particular type of DUs/members needs to be passed by a majority vote of members from that type of DU.. The association shall maintain a close liaison with AFNHB and local authorities on all matters of common interest without any detriment to any member.

3. PLACE OF MEETING: Meetings of the association shall be held in Akashganga hall or at a suitable place convenient to the members and decided by the BOM.

4. ANNUAL MEETINGS: The first annual meeting of the association was held in Dec 1992 after its formation. The Annual Meeting/Annual General body Meeting (AGM) shall be held on the last Sunday in the month of May unless otherwise changed by the BOM as an exception. At these meetings the BOM shall be elected by the members of respective type of DUs. The members shall also pass the balance sheet and audit report, appoint the auditor, approve the annual budget and transact such other business of the association as may properly come before them.

5. SPECIAL MEETING : It shall be the duty of the President to call a special meeting/ Extra ordinary General body Meeting (EGM) of the association as directed by a resolution of the BOM or upon a petition signed by at least 10% of the members and having been presented to the Secretary or at the instance of a competent authority. The notice of any special meeting shall state the 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 without the consent of 75% of the members present.

6. RESIDENT MEMBERS MEETING: Resident members meeting may be convened at short notice of three working days by the President/BOM if such a situation

demands for an urgent decision on any matter or approval of sudden expenditure in excess of the powers of BOM in the best interests of the association. The decisions of such meeting must be ratified in the normal AGM.

7. **NOTICE OF MEETINGS:** It shall be the duty of the secretary to send notice of AGM/EGM stating the agenda/purpose thereof as well as the time and place where it is to be held to each member by hand / courier delivery or registered post **at least 15 days but not more than 30 days** prior to such meeting. Notices of all such meetings shall also be sent to AFNHB/Registrar of Societies/competent authority as the case may be.
8. **ADJOURNED MEETINGS:** Within 30 minutes of scheduled time if the quorum is not present the meeting shall be deemed adjourned. If any meeting of members cannot be held due to lack of quorum as stated above the members who are present may adjourn the meeting by another 30 minutes or to a time suitable agreed by the members present and reconvene the meeting. Decisions requiring voting shall however be taken only when all the members of the adjourned meeting are present.
9. **ORDER OF BUSINESS :** The order of business at all meetings of the members shall be as follows:
 - a) Roll call and announce the number of members present.
 - b) Obituaries if any
 - c) Discussion and approval of the minutes of the preceding meeting.
 - d) Report of BOM
 - e) Report of Registrar of Societies, Hyderabad or of the officer present duly authorized by him.
 - f) Presentation of accounts and approval of balance sheet/audit report.
 - g) Reports of committees if any
 - h) Election of BOM
 - i) Unfinished business and points put up by members
 - j) New business and presentation/approval of annual budget.
 - k) Any other business not in the agenda with the permission of the Chair.

10) SEATING ARRANGEMENT: The seating arrangement for members and other persons shall be segregated by clear physical separation to avoid confusion in the proceedings and voting when called for. The members shall be seated in the front rows followed by non-members.

11) **ELECTION:** Election shall be either by casting of votes by rising of hands or by casting votes in ballot boxes. The ballot boxes shall be kept standby for use if required. A returning officer shall be chosen for the purpose to conduct the election process as per norms. The representative of Registrar if present may be proposed as the returning officer.

12) MINUTES OF MEETING: The draft minutes of the General Body Meeting shall be ready and displayed on the notice board and in the office prominently with in 10 days of the meeting for correction by the resident members and finalization if necessary by convening the resident members meeting. Any minutes not resolved even then shall be so recorded in the finalized minutes for decision in the next AGM. No action shall be taken on the minutes of disagreement. The outgoing BOM shall hand over the finalized minutes to incoming BOM for distribution to the members with in 30 days of the meeting. The minutes of all proceedings of every General Body meeting shall be recorded in the minutes book and the minutes so recorded shall be signed by the person who chaired the said meeting.

13) **FILING OF ANNUAL LIST:** Every year the society shall, within fifteen days, from the date on which the General Body meeting was held, furnish a list to the Registrar of Societies which shall contain the names and addresses of the members of the Managing Committee and officers entrusted with the management of the affairs of the society. Every change in the members of the committee shall also be filed with the Registrar within a period of fourteen days from the date of such change. A register shall be maintained showing the names, addresses and occupations of the persons, who are members of the committee.

14) **REGISTER OF MEMBERS:** The society shall keep a register of members and enter therein the following particulars, namely:

- a) the name and address and the occupation, if any, of each member
- b) the date on which the name of each person was entered in the register as member
- c) the date on which any person ceased to be a member and
- d) the specimen signatures of the members.

16) **ACCOUNTS AND RECORDS:** The society shall keep at its office the following accounts, records, and documents namely:

- a) a copy of the Act with up-to-date amendments incorporated
- b) a copy of it's registered memorandum along with up-to-date bye-laws with amendments made from time to time.
- c) the minutes book
- d) accounts of all sums of money received and expended by the society and their respective purposes.
- e) accounts of all purchases and sales of goods by the society.
- f) accounts of all assets and liabilities of the society.
- g) an up-to-date register and a list of all members with voting rights for the current year prepared within thirty days of the closure of the society's financial year.
- h) copies of the audit reports, and if any, and compliance reports thereon and
- i) all such other accounts, records and documents as may be required by the Act.

CHAPTER IV

BOARD OF MANAGERS

1. **MANAGEMENT OF ASSOCIATION:** The affairs of the Association shall be governed by a Board Of Managers (BOM/Board) duly elected in an AGM/EGM.
2. **POWERS AND DUTIES OF BOM:** The Board shall have the powers and duties necessary for a transparent and unbiased administration of the affairs of the association and may do all such acts and things as are by law or bye-laws directed to be exercised and done by the members. The board is also vested with powers to levy compensatory fines on the members/residents who infringe the rules/bye-laws of the association, misconduct, damage to a member/ resident / association's property, as per the guide lines issued in the AGM from time to time. The member/resident shall be given an opportunity to present/defend his case in person/writing to the board and the decision of the board shall be given by a majority vote of BOM. The board may form sub committees by co-opting members and assign specific tasks to help in the function of BOM.
3. **OTHER DUTIES:** In addition to the duties imposed by these bye laws or resolutions of the association, the board shall be responsible for the following:-
 - a) Care, upkeep, safety and security of JVV
 - b) Collection of monthly maintenance charges and other authorized charges from the members/ residents.
 - c) Management of personnel necessary for the maintenance and operation of JVV including their employment, terms and conditions of employment, charter of duties, discipline, welfare and termination of their services.
 - d) Maintenance of accounts of the association up to date and their audit as per the rules/bye laws.
 - e) Inspection of the accounts kept by the Treasurer and examine the registers and account books and to take necessary steps for the recovery of all the sums due to the association.
 - f) To undertake works approved by the General body in an AGM/EGM and also works of expenditure within the powers vested with BOM duly observing the relevant rules and procedures.
 - g) To see that the cash book is written up promptly and is signed by one of the members of BOM authorized in this behalf on closing the cash book account for the month and prior to the preparation of income and expenditure statement for the month.
 - h) To receive and dispose off the complaints.

- i) To get prior approval of any policy decision/expenditure in excess of the board's powers in a resident members meeting to be ratified later in the AGM/EGM.
- j) To co-opt members after duly notifying the requirement for any specific task/activity.

4. ASSOCIATION MANAGER:

- a) The board may employ for the association a manager at a compensation determined by the board to perform such duties and services as the board shall authorize including but not limited to the duties listed at para 03 above.
- b) He shall be responsible and accountable to the Secretary for the efficient functioning of the association employees **except security staff** on day to day basis.
- c) He shall be present on site supervising the works for their timely completion.
- d) He shall be responsible to the Secretary for the custody and up to date accounting of all inventory items, office records and furniture. He shall take on charge of any tools/machines/stores/books in the respective inventory.
- e) The BOM shall promulgate separate orders on the duties of Manager and also the staff i.e. office assistant, plumber, electrician etc.

5. ELECTION AND TERM OF OFFICE: The BOM shall comprise a total number of ten managers, with two managers representing each type of DU s namely two from type VI DUs, two each from type V & VH DUs , and two from type II&III, and two from IIIH DUs **proposed and elected by the members of their respective types of DUs.** The election and term of office of the members of BOM shall be as follows:-

- a) The term of office of BOM shall be for a period of one year or until the succeeding board is elected.
- b) A manager may stand for re-election for one more term. However a manager cannot stand for re-election if he was a manager in last two consecutive years.
- c) Nominations on a prescribed form, made available in the JVVHOWA office, duly completed shall be submitted in a sealed cover 48 hours prior to the AGM/EGM and acknowledgement obtained from the office.
- d) A member can propose and second one nomination each only and a written consent of the nominee / candidate on the nomination form is mandatory. The presence of the candidates contesting the election, the proposers and seconders in the AGM/EGM is mandatory. However

absence due to urgent and unforeseen reasons may be allowed by the BOM on written intimation by the concerned member.

- e) A Returning officer shall be chosen by the General body to conduct the elections and the nominations shall then be handed over to him by the BOM.
- f) One manager from each type of DU shall be elected by the BOM as President, Secretary and Treasurer and no two managers can be elected as principle office bearers from same type of DUs.

6. VACANCIES/RESIGNATIONS:

- a) Vacancies in the BOM caused by any reason other than the removal by a vote of association shall be filled by inviting the volunteers from the zone of vacancy by issuing a circular and election there after if necessary by a vote of majority in a duly constituted BOM. Each manager so elected shall be a manager of the board until a successor is elected at the next AGM
- b) BOM shall intimate the manager of the board, who absents himself for three consecutive meetings duly called by appropriate notice, to explain on his termination from BOM and decide his termination there after by a majority vote of BOM. The board shall then induct a new manager in his place till the end of the residual term of the board.
- c) A manager who has resigned or terminated during his term on BOM shall not be eligible to contest for the BOM of the following year. However a manager who resigns for valid reasons and whose resignation is approved by the BOM shall be eligible to contest for the BOM of the following year.

7. REMOVAL OF MANAGERS:

- a) At a special (EGM) meeting duly called any one or more of the managers of the board, including the principal office bearers, may be removed with or without cause by a majority of the members present which shall include the majority votes of the respective zone in favor of the motion and a successor may then and there be elected to fill the vacancy thus created by a majority vote of the members present of the respective zone. Any voting must fulfill the condition of quorum stipulated in chapter II.
- b) The BOM by a majority vote may withdraw any specific duties allocated to a board manager after giving him a notice in writing but cannot remove him from the BOM. Any manager of the board whose removal has been proposed by the managers/members shall be given an opportunity to be heard at the BOM/AGM/EGM.

8. **FIRST MEETING OF BOM:** The first meeting of a newly elected BOM shall be held within ten days of election, at such place as shall be fixed by the managers at the meeting at which they were elected and no notice shall be necessary to the newly elected managers, in order legally, to constitute such meeting provided a majority of managers of the board shall be present.
9. **REGULAR MEETING OF BOM:** Regular meetings of BOM shall normally be held in the office of the association. These shall be held at least once in every month or as occasion requires. Notice of regular meetings shall be given to each board manager at least three days prior to the day of such meeting.
10. **SPECIAL MEETING OF BOM:** Special meeting of BOM may be called by the President himself or on a written request signed by not less than five managers on three days notice to each board manager which shall state the time and purpose of the meeting.
11. **QUORUM:** At all meetings of the BOM not less than five managers and one manager from each type of DUs shall constitute a quorum for the transaction of business and the decisions of the managers present at a meeting at which quorum was present shall be the decisions of the BOM. However NO decision shall be taken in respect of a particular type of DU which affects the members of that type of DU unless both the managers from that type of DU are present. Any decision in respect of a particular type of DU shall be valid only when both the managers of that type of DU vote in favor of the decision.
12. **SUSPENSION OF BOM:** The BOM stands suspended if five members resign from the BOM at any time. A Resident members meeting shall be convened to elect the new managers in place of resigned managers till the next AGM.
13. **FIDELITY BONDS:** The staff handling or responsible for association funds shall be covered with adequate fidelity bonds. The premium on such bonds shall be paid by the association.
14. **STANDING ADVISORY COMMITTEE:** A 15 member standing advisory committee, comprising three members from each type of DU, shall be elected in the AGM. All or some members may be requested to hear the dispute and give their opinion. The committee shall try to diffuse the situation and propose a solution. In case NO solution is found even then, the BOM may at their discretion call for an EGM or postpone the decision till AGM.
15. **PRINCIPAL OFFICE BEARERS OF ASSOCIATION:** The principal office bearers of the association shall be President, Secretary and Treasurer. They shall be elected by and from the BOM and shall hold office as long as they are held in trust of the BOM. The BOM shall also elect the Vice-President and any other

office bearers necessary for the efficient functioning of the association. The functions of the principal office bearers and vice-president are as follows:-

a) **PRESIDENT:**

- i) The President shall be the Chief Executive Officer (CEO) of the association and shall act upon the majority vote decision of the BOM..
- ii) He shall preside at all meetings of the Association and the BOM. He shall have all of the general powers and duties which are usually vested in the office of the President of an association.
- iii) He shall with the approval of BOM appoint committees from among the members from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the affairs of the association.
- iv) He shall be guided by the BOM in all policy matters such as correspondence with AFNHB etc outside agencies, registration of DUs, management of funds, sanction of expenditure etc and shall not act unilaterally.

b) **VICE PRESIDENT:** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the BOM shall elect some other manager of the board to act on an interim basis. The Vice President shall also perform such other duties as shall be allocated to him from time to time by the board.

c) **SECRETARY:**

- i) The Secretary is the administrator of the association office and custodian to all the association inventory of machines/stores/tools and office books/records/drawings and correspondent on behalf of the association.
- ii) He shall ensure that all the association correspondence is entered in an inward / outward register maintained for the purpose.
- iii) He shall make available any office file/ correspondence for perusal by a member on a written request and give a copy if requested at a nominal charge.
- iv) He shall convene and keep record of the minutes of all meetings of the association and BOM.
- v) He shall act with the Treasurer in the preparation of monthly income and expenditure statement and presentation of annual budget.
- vi) He shall arrange for the income and expenditure statement of the month to be displayed on the notice board.
- vii) He shall, as and when necessary, form a committee to write off items no longer required

- viii) He shall issue instructions to the association manager for effective control and efficient functioning of the day to day activities by the office assistant, plumber, electrician and other employees in attending to the complaints by the members/residents.
- viii) He shall coordinate with other managers in the implementation of all the decisions taken by the BOM for efficient functioning of the association.

d) **TREASURER:**

- i) The Treasurer shall be responsible for association funds and securities and shall also be responsible for keeping full and accurate accounts of all receipts and payments belonging to the association as per the financial rules and procedures..
- ii) He shall be responsible for the deposit of all surplus amounts in fixed (term deposit) or saving bank accounts in the name of the association and in scheduled banks or as decided by the BOM from time to time.
- iii) He shall be responsible for the quarterly internal audit and half yearly/annual audit and balance sheet by the auditors retained by the association.
- iv) He shall close the cash account book by the end of every month, update all the ledger accounts and prepare an income and expenditure statement by 15th of the following month.
- v) He shall hold cash in hand only to the extent permitted and deposit the surplus cash regularly in the bank account.

15. **HANDING/TAKING OVER OF BOM:** An updated inventory of all operational / repairable / write off machines/stores/tools and office books/records/drawings to be physically mustered and handed over by outgoing BOM to incoming BOM along with a handing over brief. The inventory and the ledgers shall be maintained/ accounted for by the association manager under the purview of the Secretary.

CHAPTER V

OBLIGATIONS OF THE MEMBER / RESIDENT

1. MAINTENANCE CHARGES:

- a) All members/residents are obliged to pay in time the monthly maintenance charges as decided by the association to meet all expenses relating to the administration of JVV which in general include expenses towards security, water supply, street lighting, conservancy, horticulture, parks, playgrounds, recreation facilities and common open areas. It may also include an insurance premium for a policy to cover repair and reconstruction work in case of damage caused to the capital assets by hurricane, fire and other perils.
- b) Arrears in payment of monthly maintenance charges amounting to a sum equivalent to or more than three months charges shall result in the disconnection of association services such as water supply, conservancy etc to the DU of the member/resident in default after giving due notice.
- c) The monthly maintenance charges shall be paid in advance on or before 15th of every month.
- d) Maintenance charges may be paid in advance for more than one month also if the occupants are likely to be away or such other eventuality.
- e) The association, as approved by the General body, shall grant a rebate of one month's maintenance charges for a single payment made for the entire financial year in advance by 15th Apr of the year. This concession is subject to review by General body from time to time.
- f) A penalty as decided by the AGM from time to time shall be paid for each month of default in the payments of maintenance charges.
- g) Water consumption charges are to be paid as per the bills prepared from the water meter readings on or before 15th of the month.
- h) A penalty as decided by the AGM from time to time shall be paid for each month of default in the payment of water bills.
- i) Defective water meters are to be repaired/replaced by the member himself or with the help of the association within three months of the defect noticed. Water bills during the defective period shall be paid as per the amount worked out on the average bills of three months.
- j) Cheques/DDs payable on par in the local branches of the banks made in favor of "Jal Vayu Vihar Owners Welfare Association, Kukatpally, Hyderabad-85" only shall be given.

2. MAINTENANCE AND REPAIR:

- a) Every member must perform promptly all maintenance and repair work within his own DU, which if neglected would affect JVV in its entirety or in a part belonging to DUs of other members. Such member is expressly responsible for

the damages and liabilities that are caused by his failure to undertake timely repairs. The association is vested with the authority to undertake such repairs at its discretion at the cost of the defaulting member.

- b) A member shall carry out the maintenance and repairs of his DU with least disturbance and inconvenience to the neighbor DUs. He shall pay for any damages caused to the other DUs in the process of repairs in his DU.
- c) A member shall pay to the association for any expenditure incurred in the repairs of common area and facility damaged due to his fault.
- d) The association shall be intimated immediately of any seepage occurring in one DU and affecting the neighboring DU or block. The owner/tenant of the DU from which the seepage is originated shall undertake the repairs and intimate completion to the association office. Alternately the association shall undertake the repairs and recover the cost of repairs from the owner/tenant of the DU from where the seepage originated.

3. USAGE AND ALTERATION OF DUs:

- a) All DUs shall be utilized for residential purpose only. An explanatory note on what constitutes “non-residential” activity is given at para ‘1’ of chapter IX for the purpose of these bye laws.
- b) A member shall not make any structural alterations or modifications in his DU without previously notifying the same and obtaining a No Objection Certificate (NOC) from the association. The subject of alterations or modifications in the DUs is separately dealt in chapter VII and the member shall abide by them.

4. USAGE OF COMMON AREAS AND FACILITIES:

- a) A member/resident shall use the common areas and facilities, under the governance of the association, for the purpose they are catered for and for no other purpose without the permission of the association.
- b) He may erect shamianas or such temporary enclosures for a specific occasion and duration without causing any disturbance or inconvenience and with the mutual understanding of the neighboring DUs.
- c) However on special occasions the association may permit on a written request by the member stipulating the guidelines for minimum disturbance / inconvenience to the neighboring DUs.
- d) Any fencing or covering of the common areas and outside the boundary wall/area of the DU shall be at the occupant’s risk and discretion only and which shall be demolished with or without any notice by the association according to the situation.

5. RIGHT OF ENTRY:

- a) A member/resident shall permit the association manager and staff or any other person duly authorized by the BOM the entry into his DU on intimation of the specific purpose and time and immediately to attend an emergency.
- b) A member / resident shall permit other member/resident when so required to enter his DU in connection with any installation or repair in his DU provided that the request for entry is made in advance and such entry is at a time mutually agreed. In case of emergency such right of entry shall be immediate.

6. CODE OF CONDUCT:

- a) No member/resident shall paste any advertisement, poster or any such publicity material in JVV or on their DUs without prior permission of the association.
- b) A member/resident shall exercise extreme care about the noise levels of television, music system, social gatherings etc that may disturb the neighbor DUs.
- c) A member/resident keeping pet animals shall abide by the municipal sanitary regulations such as regular vaccination/health check up etc and shall not cause any disturbance to the neighbor DUs. A copy of the vaccination/health certificate shall be given on demand by the association office. The member shall exercise due care and discretion on the excretion etc by these animals. The animals when taken out door shall be under leash and provided with safety measures such as mouth guard etc. Children, who can not control the pet animals and which may become a safety hazard to the residents/public, shall not be allowed to take out the pet animals
- d) It is prohibited to throw house hold garbage or plant/tree cuttings outside the DUs or in public places. They are to be put in the specific areas/enclosures provided for the purpose.
- e) The building material wastages arising from the repair of DUs shall be disposed off by the member and not to be left in the public place.
- f) A member may rent his DU for residential purposes and for families only. The particulars of the tenant duly completed in the prescribed form are to be submitted to the association office.
- g) Any member/resident may be issued with a notice by the BOM to explain in writing and/or present his case in person for any non-compliance of rules or violation of the bye laws. After due inquiry, the BOM may initiate necessary action such as imposing fine etc on such member/resident depending upon the case.
- h) A member shall not plant / grow trees that may endanger the foundation/structure of DUs or the piping /electrical system of the association. On a written complaint from the member /members on the violation of the above, the BOM shall approach the forest department/competent authority to trim trees or uproot such trees as required.

CHAPTER VI

FUNDS AND THEIR EXPENDITURES/ INVESTMENTS

1. **FUNDS:** Funds may be raised by the association for the welfare of members in all or any of the following ways:
 - a) Membership fees from the members, donations, and deposits from the members and public.
 - b) Maintenance charges and contributions from the members / residents / tenants towards the maintenance and administration of JVJ
 - c) Transfer of owner's funds collected by AFNHB from the members (owners) at the time of allotment of DUs towards Long Term Maintenance Fund (LTMF) and discretionary grants by the AFNHB, New Delhi.
 - d) Transfer fee and one time contribution from the purchaser of DU
 - e) By organizing other lawful activities for the welfare of the residents.
2. **USAGE:** The funds and income of the association shall be solely utilized towards the achievements of objects and no portion of it shall be utilized for payment to members by way of profit/interest/dividend etc.
3. **INVESTMENT:** The association may invest or deposit its funds in any Nationalized bank in the modes specified under the provisions of Income Tax Act as amended from time to time to get maximum interest/income with adequate safety.
4. **AFFILIATION:** The association may, after consulting the competent authority and approval by the General Body, become a member of any Federation of Apartment owners in the locality in which Jal Vayu Vihar is situated and pay the sums from time to time payable to such federation under the rules thereof.
5. The income and expenditure shall be divided under five heads of account namely
 - a) **MAINTENANCE:**
 - i) The income into this account shall be from the maintenance charges of DUs, charges towards rectification of DU complaints, charges from members towards utilization of Akash Ganga and any other maintenance income.
 - ii) The expenditure shall be towards salaries to technicians ie electrician, plumber etc, office staff, conservancy staff, office electricity bills, day to day maintenance of services to DUs and JVJ in general.
 - b) **WATER:**
 - i) The income into this account shall be from the water bills of DUs, Akash Ganga and any other water charges.

- ii) The expenditure shall be towards HWWS water bills, salaries of pump operators, electricity bills of pump houses and bore wells, water line repairs and any other expenditure related water supply.
- c) **AKASH GANGA INCOME FROM NON MEMBERS:**
- i) The income into this account shall be charges collected from the non members utilizing Akash Ganga.
 - ii) The expenditure shall be towards the maintenance of Akash Ganga which includes salaries of conservancy and other staff/technicians, periodical painting and repairs, electricity and water bills etc.
- d) **SHOPPING COMPLEX AND OTHER INCOME:**
- i) The income into this account shall be the rents collected from the shops, transfer fee and one time contribution on sale/purchase of DUs and any other such income.
 - ii) The expenditure shall be towards the maintenance of shopping complex.
6. The corpus fund as on date and the total income surplus annually shall be divided into separate funds and the budget allocation from these funds shall be approved in the AGM as follows:-
- a) **RESERVE FUND:** 50% of corpus fund and 50% of annual income surplus. The fund shall be utilized for major works such as replacement of pump houses, reconstruction of overhead and under ground water tanks, replacement of electrical transformers, cabling, water pipes, drainage pipes etc.
 - b) **LONG TERM MAITENANCE FUND:** 30% of corpus fund and 30% of annual income surplus. The fund shall be utilized for long term maintenance of electrical, water and sewage/drainage systems and painting/distemping of external surfaces of association infrastructure such as overhead and underground water tanks including their cleaning, electrical poles, security boundary wall etc.
 - c) **PERIODICAL/EMERGENCY MAINTENANCE FUND:** 20% of corpus fund and 20% of annual income surplus. The fund shall be utilized for periodical maintenance of the association infrastructure not exceeding Rs one lakh per each item of work and any unforeseen emergency expenditure which shall be ratified in an AGM
7. **ACCOUNTS:**
- a) A bank account shall be opened in the name of the association into which all moneys received on behalf of the association shall be deposited regularly.
 - b) All payments in excess of Rs 2500/- shall be made only by cheque signed by Treasurer and President/Secretary.
 - c) Cash account book shall be closed by end of the month and signed by the Treasurer and any one manager of BOM after verifying the cash in hand and bank

- d) Monthly income and expenditure statement shall be prepared and displayed on the notice board by 15th of the following month.
- e) An amount not exceeding Rs 10,000/- may be retained in the safe custody of the Treasurer for day to day payment.
- f) All accounts shall be maintained regularly. The accounts shall be audited quarterly by an internal audit committee. A separate head of account shall be opened for any single work exceeding Rs 10, 00,000/- (Ten lakhs only) and internally audited separately. Accounts shall be closed on 31st Mar for annual audit of the financial year.
- g) An income and expenditure account for the period from 01 Apr to the date of AGM shall be presented in the AGM. There shall be no commencement of new works or expenditure after 01 Apr, even those already approved in the last AGM but not taken up till then, except routine recurring expenditure and expenditure on the ongoing works.
- h) The BOM shall on or before 15th May in each year publish the audited annual financial statement of all heads of accounts and funds of the association along with the auditor's report..
- i) The financial statement accompanied by an updated complete list of members shall be displayed on the notice board and shall be open for perusal of any member of the association during the office hours and in the office of the association.
- j) A copy of the last financial statement and auditor's report shall also be kept open in a conspicuous place in the office of the association.

8. AUDIT:

- a) The association, at its General Body meeting, shall appoint and fix the remuneration of a Chartered Accountant who shall audit the accounts of the association to be prepared by the BOM.
- b) The auditor shall carry out audit at half year ending 30th Sep and year ending 31st Mar of the year. A copy of each audit report shall be displayed on the notice board. The auditor be entitled to call for and examine any document belonging to the association relating to the expenses and shall make a special report to the association upon any matter connected with the accounts which appear to him to require notice.
- c) The auditor shall either sign the same as found by him to be correct, duly vouched and in accordance with law, or specially report to the association in what respect he finds it incorrect, cannot be vouched or not in accordance with law/bye laws.
- d) Non compliance of accounts with the rules/bye laws of the association shall be brought out by the auditor in his report to the BOM. The report shall clearly bring out the wrong accounting practices, if any, errors and cases requiring

attention of the board. Simultaneously he shall suggest remedial measures for prevention of such errors and improvement of accounting standards.

9. FINANCIAL POWERS:

- a) Planned recurring expenditure such as salaries of the employees, electricity and water bills etc and expenditure proposed and approved in the AGM shall be spent observing the standard procedures.
- b) Un-planned expenditure up to an amount of Rs 50,000/- for each work/item may be spent by the BOM (this amount is subject to revision from time to time in the AGM) depending upon the unforeseen requirement arising and which cannot wait till next AGM.
- c) Any non-planned expenditure shall be entered in a proposal register. Expenditure up to Rs 2500/- shall be approved by the President. Expenditure exceeding Rs 2500/- shall be put up for approval by the BOM.
- d) Standard procedure of obtaining three quotations, evaluation of cost versus quality for approval shall be followed for any expenditure above Rs 10,000/-.
- e) Approval of expenditure beyond the powers of BOM and cannot wait till AGM may be taken in a Resident members meeting and ratified later in the AGM

10. LONG TERM BUDGET PLANNING:

- a) The Treasurer shall indicate in the BOM the status of funds and the amount that can be set aside for a five year plan of capital repair /development works.
- b) The BOM shall constitute a committee to draw the five year plan of works with budgetary estimates listed priority wise with due justification.
- c) The BOM shall present the long term budget plan in the AGM for approval.

CHAPTER – VII

LAND REGISTRATION IN DU SALE DEED AND ALTERATION/MODIFICATION OF DUs

1. **JAL VAYU VIHAR:** JVV complex was developed by AFNHB under the approval of Group housing scheme in two phases i.e. Phase I and Phase II on a land area of 25 acres 38 guntas.
2. **LAND REGISTRATION IN DU SALE DEED:** AFNHB issued only the plinth area certificate indicating the plinth area of the DU and did not indicate the land area in their allotment letters of DUs. The registration of land in the sale deed of DUs shall be as per AFNHB letter AFNHB/ADM/707-III dated 24 Nov 2008 and confirmed vide AHNHB/ADM/707-III dated 02 Jun 2011 which is as follows:-

a) Type VI	220 sq yds
b) Type VH	210 sq yds
c) Type IIIH	130 sq yds
d) Type V	155.95 sq yds
e) Type III	82.44 sq yds
f) Type II	71.02 sq yds
g) Extra room (Type V)	27.31/23.84/20.86 sq yds
h) Extra car garage (Type V)	20.66 sq yds.
3. **ALTERATIONS/ADDITIONS/MODIFICATIONS OF DUs:**
 - a) **GENERAL:**
 - i) The sale/purchase of land/DUs for development of multistoried structure /complex is prohibited.
 - ii) The demolition and reconstruction of DUs/buildings prior to their ageing /becoming unsafe for occupation is not permitted.
 - iii) Structural changes involving strength members such as load bearing pillars/columns, beams, floors, ceilings etc endangering the safety of the DU/building are not permitted without specific certification by a licensed structural engineer.
 - iv) A member shall submit the proposal for the internal/external works on the DU along with No Objection Certificate (NOC) from neighbor members.
 - v) He may then take up his proposal of works and obtain the necessary mandatory approvals of the competent authorities after obtaining NOC from Association.
 - vi) Members of DUs who have already carried out works without following the mandatory procedures and approvals shall approach the concerned authorities and obtain the approvals within a specified time limit under intimation of the association. The association shall be empowered to

initiate necessary action as deemed fit against the defaulting members on expiry of the specified time limit.

ix) The BOM is empowered to issue NOC or refer to a sub committee before arriving at a decision or defer till AGM for decision by the General body as deemed fit of any proposal.

b) **INTERNAL:** A member/owner shall fulfill the following

i) He shall submit his proposal of internal works, duly certified by a licensed structural engineer, to the association and obtain a No Objection Certificate (NOC)

ii) He shall give an undertaking in writing to make good of any damages caused to his neighbour DUs with common wall/structure or to the association property..

iii) He shall also give an undertaking in writing that structural strength members such as columns, beams, RCC slab/flooring, load bearing members etc which may affect the safety of the DUs/building will not be touched.

iv) The BOM may at its discretion dispense with any of the above conditions if it is observed that the proposed works are minor in nature.

c) **EXTERNAL:** A member/owner shall fulfill the following

i) He shall submit his proposal of external works, duly certified by a licensed structural engineer, to the association and obtain a No Objection Certificate (NOC).

ii) He shall not propose any works for structural additions vertically or horizontally of more than the permitted percentage of plinth area of his DU or affecting change of .set backs of the DU/Building.

iii) He shall obtain approval of the plan and works from the local competent state authority.

iv) He shall pay fee to the association for increase in the plinth area/water, electrical and conservancy loads of his DU at a rate (rupees per square foot) decided in the AGM from time to time to augment the infrastructure of JVV.

v) He shall give an undertaking in writing to make good of any damages caused to his neighbor DUs or association property.

d) **NO OBJECTION CERTIFICATE (NOC)**

The association shall have the obligation to answer within 30 days and failure to do so within the stipulated period shall mean that there is no objection to the proposed modification, alteration or installation.

CHAPTER – VIII

SECURITY, PARKING AND OTHER MATTERS

1. SECURITY:

- a) Every member/resident shall make adequate arrangements of safety and security of his DU and shall properly secure his DU when not in occupation.
- b) Every member/resident/tenant shall submit in the prescribed form the basic information of the occupants in his DU to the association immediately on occupation.
- c) Every member/resident shall keep the information with photograph of the servant/driver etc employed by him.
- d) Every member/resident shall bring to the notice of the association any lapses/shortcomings, suspicious moments of strangers etc for necessary action.
- e) Every member/resident shall co-operate with the security staff in their duty for any check/ verification/ entry in the security registers. He may interact with the security member in the BOM for any addition/deletion of the security arrangements.
- f) Every member/resident shall abide by the rules/guidelines issued on security such as vehicle identity stickers, visitors and their vehicles etc.
- g) Vendors shall be issued with passes for their identity, check and control by security staff.
- h) A tenant on vacation of DU shall intimate the association and obtain a No dues certificate. The member/owner shall make necessary agreement with his tenant in this regard.

2. PARKING: Members/residents shall observe the following on the parking of their vehicles to facilitate free movement of traffic on the main and internal roads of JVV.

- a) Parking of vehicles shall be within the garages provided with the DUs.
- b) Parking of additional vehicles/vehicles of DUs without garages shall be parked within the open areas of their respective zones namely zone 'A' 'B' & 'C' at their own risk and as a temporary arrangement on a mutual understanding between the members/ residents, coordinated by the respective area members of BOM, with no specific permission by the association.
- c) Specific complaints raised by the members/residents shall however be taken up by the BOM.
- d) Parking of commercial and heavy vehicles such as minibuses, buses, trucks etc is prohibited.
- e) Parking of vehicles on the main north-south or east-west roads is prohibited.

- f) Parking of vehicles on the internal thoroughfare roads or dead end roads may be done with the understanding/no objection of neighbour members/residents.
- g) Parking on the driveway in front of the respective garage i.e. between the road and garage may be done without any hindrance to the road traffic.
- h) Parking on the designated parking areas of the association, for specific public purposes of Akashganga etc. is not permitted by the members/ residents.
- i) In case of dispute on parking in the open areas the following order of priority will be considered by the BOM
 - i) Members/residents of DUs with no garages provided for parking
 - ii) Members /residents owning more than one vehicle

3. **MAINTENANCE CHARGES:** The maintenance charges shall be equal and uniform for all types of DUs and there shall be No separate maintenance charges for extra rooms. The maintenance charges may be revised from time to time with the approval of the General body. A separate maintenance fund shall be opened and accounted for the maintenance charges collected/expended.

4 **COMMON AREAS/FACILITIES IN FLAT TYPE DU BUILDINGS:**

- i) The stair cases shall be cleaned on alternate days by the conservancy staff of the association
- ii) The stair case lighting shall be maintained by the association

5. **AVENUE PLANTATION:** Plants which essentially provide only shade and do not grow wild with deep and extended roots shall be planted and grown. Wild trees with deep roots extending into the DUs/piping systems/under the roads etc threatening damage to the property shall be cut and removed progressively after obtaining approval from the competent authorities.

6. **PARKS:** Parks shall be developed with flower plants and other small plants which do not require too much care and attention. Adequate lighting and seating arrangements shall be made to present a serene appearance for use by the members / residents.

7. **COMMON AREAS:** The roads and open/park areas handed over to the Municipality, areas outside the compound walls of type VI, VH & IIIH DUs and areas other than the restricted areas are common areas under the custody and control of the association. These areas are prohibited for any usage, which is detrimental, by the members/ residents.

8. **ACCESS TO COMMON AREAS:** No member/resident has any right on the common areas. Pipe lines and electrical cables / junction boxes etc run through these areas which are the properties of the association. The association is empowered to demolish any obstructions raised by the members/residents in these

areas with or without prior notice during the course of maintenance/ repair/ development works.

9. **SPORTS:** Sports such as Cricket, Football and Hockey shall not be played in the limited open residential areas of JVV keeping in view of the safety of children, ladies and senior citizens. Basket ball and shuttle badminton courts shall be used exclusively for those games only and during specified timings decided in an AGM.

10. FUNCTIONS AND FESTIVALS:

- a. The association shall celebrate the Independence Day, Gandhi jayanthi, Republic day and Association formation day.
- b. The association shall make available the facilities of Akash Ganga to the members coming forward in a group of not less than twenty five in number to celebrate their functions and festivals.
- c. Akash Ganga shall be provided to the individual members at a nominal rent to be decided and approved in the AGM from time to time.
- d. Akash Ganga may be given to non-members on rent as decided and approved in the AGM.

CHAPTER – IX

GENERAL/MISCELLANEOUS MATTERS

1. **NON RESIDENTIAL ACTIVITY:** Any activity in the DU by the member/ resident/tenant involving buying and selling of goods, manufacture of goods, alteration of material etc with the sole aim of making profit and any activity categorized as business is considered as Non-residential activity. When a situation arises where the above definitions are not adequate, a case to case review shall be undertaken by a committee of three members of the BOM and two members of the immediate neighbours of the DU in question to decide the issue with an opportunity given to the member to defend his case. The member if he so desires may take up his case in the AGM and the decision of the majority vote of General body shall be final.
2. **REGISTER OF MORTGAGES AND CHARGES:**
 - a) The association shall keep a register of mortgages and charges and enter therein all mortgages or charges affecting the property of JVV. The register shall be open during business hours to the inspection of any members or creditors.
 - b) A member/owner who mortgages his DU shall notify the association the name, address and other relevant information to the association. The association at the request of mortgagee shall intimate him any unpaid dues by the member/owner to the association under intimation to the member/owner.
3. **COMPLIANCE:** The association shall have a common seal which shall be in the custody of the secretary and shall be used only under the authority of a resolution of the BOM and every deed to which the seal is affixed shall be attested for or on behalf of the association by two members of the BOM and the secretary or any other office bearer authorized by the association in that behalf.
4. **CHANGE OF NAME OF ASSOCIATION:** The association may by a **special resolution** change its name with previous information to the Registrar in writing.
5. **AMENDMENT OF MEMORANDUM:** The association by a **special resolution** may alter the provisions of the memorandum with respect to
 - a) change of objectives of the society
 - b) to amalgamate itself with any other society or
 - c) to divide itself into two or more societies
 - d) any alteration of the memorandum of the association shall not be valid unless such alteration is registered under this Act.
 - e) the Registrar shall certify the registration of such alteration under his hand and seal which shall be conclusive evidence that all the requirements of this Act

with respect to the alteration and certification have been complied with and henceforth the memorandum so altered shall be the memorandum of the association.

6. AMENDMENT OF BYE-LAWS:

- a) Subject to the provisions of this Act and the conditions contained in its memorandum, the association may by an **ordinary resolution** passed by not less than half of the members present and voting alter its bye laws.
- b) Every alteration in the bye laws of the association should be sent to the Registrar and he shall take it on record if it is not contrary to the provisions of this Act.

7. AMALGAMATION AND DIVISION OF SOCIETIES:

- a) Any two or more societies may, by a special resolution of both or all such societies and confirmed by a like resolution in a second meeting of both or all such societies, convened after an interval of one month after the first meeting, get amalgamated into one society with or without any dissolution or division of funds of any of the societies with intimation to the Registrar.
- b) Any society may, by a special resolution divide itself into two or more societies. Such resolution shall contain proposals for the division of the assets and liabilities of the society among the new societies into which it is proposed to divide itself and may specify the area of operation of and the members, who will constitute each of the new societies.

8. DISSOLUTION

- a) The **Association** may, by passing a **special resolution**, determine that it shall be dissolved of and thereupon, with prior intimation to the Registrar, it shall be dissolved at the time specified in the resolution and all the necessary steps shall be taken for the disposal and settlement of the property of the association and its claims and liabilities according to the bye laws.
- b) Provided that in the event of any dispute arising among the members of the committee or the members of the association the adjustment of its affairs shall be referred to the court and the court shall make such order in the matter including appointment of liquidator as it deems fit.
- c) Provided further that if the central Government or any state Government is a member of or a contributory to any association registered under this Act such association shall not be dissolved without the consent of the Government concerned.
- d) A society dissolved under this section shall file with the Registrar a full report showing as to how the property has been disposed of.

9. LEGAL PROCEEDINGS:

- a) The committee or any officer of the society authorized in this behalf by its bye-laws, may bring or defend any action or other legal proceeding touching or concerning any property or any right or claim of the society and may sue and to be sued in its name.
- b) 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.
- c) Any action or legal proceeding shall not abate or be discontinued by the death, resignation or removal from office of any member of the society after the commencement of the proceeding.