



# BYE-LAWS

**KENDRIYA VIHAR-II APARTMENT OWNERS' ASSOCIATION**

**OFFICE OF THE ASSOCIATION:**

**COMMUNITY CENTER  
169, BADRA (NORTH) MAIN ROAD  
SHAKTIGARH, BIRATI. KOLKATA-700051**

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NAME OF THE SOCIETY : KENDRIYA VIHAR-II APARTMENT OWNERS'  
ASSOCIATION, KOLKATA

REGISTERED OFFICE : COMMUNITY CENTER, KENDRIYA VIHAR PHASE-II,  
169, BADRA (NORTH) MAIN ROAD, SHAKTIGARH,  
BIRATI, KOLKATA-700051 WEST BENGAL

JURISDICTION : KENDRIYA VIHAR PHASE-II HOUSING COMPLEX,  
169, BADRA (NORTH) MAIN ROAD, SHAKTIGARH,  
BIRATI, KOLKATA-700051

**PREAMBLE:**

As a welfare measure, the Central Government Employees Welfare Housing Organization (in short, CGEWHO), an autonomous body of the Govt. of India, under the aegis of Ministry of Housing and Urban Development & Poverty Alleviation, New Delhi, floated a self-financing scheme (namely, CGEWHO's Kolkata, Phase-II, Housing Scheme) and constructed 582 Dwelling Units/Flats for Central Govt. Employees and other employees on Belgharia Expressway at 169, Badra (North) Main Road, Shaktigarh, P.O. Birati, P.S. Dum Dum, North Dum Dum Municipality, Kolkata-700051 on no-profit-no-loss basis.

The Dwelling Units (DU)/flats were allotted by CGEWHO in February, 2015. Details of the Dwelling Units/Flats are given below:

Type	Accommodation	Area (Sq.ft.)	No. of DU
A	1 BHK	664	36
B	2 BHK	1196	156
C	3 BHK	1458	192
D	3BHK with a Study	1716	198
TOTAL			582

In addition to Community Center, one Security Office (at the Main Gate) and four shops have also been constructed within the complex of Kendriya Vihar Phase-II.

Apart from these, one Sewage Treatment Plant (STP), two under Ground Reservoirs (UGR), one Diesel Generator (DG) set, forty passenger- lifts and four submersible pump sets have been provided.

As per CGEWHO's Rule -31, the owners of the dwelling units / flats of Kendriya Vihar, Kolkata Phase-II are required to form a Co-operative Society / an Apartment Owners' Association under local laws governing such bodies. Thus, the bye-laws of Kendriya Vihar-II Apartment Owners' Association were framed and approved by the Executive body formed through election conducted and notified by CGEWHO, New Delhi-110001 on 24th May, 2015.

#### AIMS AND OBJECTS OF THE ASSOCIATION:

The aims and objectives of the Association are as under:

- (a) To manage, administer and maintain the Kendriya Vihar Phase-II Housing Complex, Kolkata.
- (b) To Promote unity & friendship amongst the owners and to organize various recreational facilities for the benefit of the members of the association,
- (c) To arrange for collecting of garbage from door to door, cleaning and sweeping of entire common areas of the housing complex during a particular time period which will be decided by the Executive Committee from time to time and to provide essential services round the clock.
- (d) To ensure sanitation, safety and overall security of the campus, round the clock,
- (e) To maintain, repair or replace all common areas, such as, pumps, fire-fighting system, water supply system, street lights, lights of stilt areas, lifts, generator, sewerage treatment plant (STP), community center and other services,
- (f) To maintain, repair or replace all common areas and facilities like, lobbies, staircases, stilt areas, terraces, roads, boundary walls, gates, parks, drains, sewers, etc.
- (g) To arrange and undertake exterior repairs and painting of all flats of Kendriya Vihar Phase-II Housing Complex, exterior and interior repairs and painting of the community center and underground reservoirs (UGR), white/ colour washing of common areas, whenever necessary, at the expense of its members,

- (h) To pay all ground rents, fees, taxes for common areas/services after collecting contributions from members of the Association,
- (i) To act as a forum of the owners of the dwelling units/flats of Kendriya Vihar Phase-II to get together and discuss various common issues,
- (j) To ensure continuous improvement of the living conditions and environment in the campus in the interest of the members,
- (k) To arrange for Milk Booth, vegetable booth, grocery shops, post office, Bank /ATM, telephone, cable TV, intercom, broadband etc. facilities for the benefit of its members at the earmarked places or places to be decided in the GBM.
- (l) To organize and facilitate educational, physical, social, cultural, recreational, medical, public health facilities and other social welfare, activities with the cooperation of the members of the Association,
- (m) To cooperate and co-ordinate with other Associations of Apartment Owners of nearby areas, particularly those having similar objectives of Kendriya Vihar Phase-II,
- (n) To arrange for keeping proper watch within the compound and the buildings, both in the day and night, by installing state-of-the-art security systems including watch and ward,
- (m) To raise adequate funds by way of monthly subscriptions, specific subscription/contribution duly approved in the GBM,
- (o) To perform all legal and proper acts that are necessary for the welfare of the members of the Association,
- (p) To settle differences, if any, amicably among the residents in all matters affecting their common welfare,
- (q) To address the common and genuine grievances of the members of the Association and to redress the same through the Government, Judicial, Statutory and other bodies, including local bodies as may be necessary .
- (r) To represent the members of the Association in all matters pertaining to their common properties and rights.
- (s) To negotiate/carry on litigation, settlement or compromise with third parties, in respect of any matter affecting their common rights and properties,

**MEMBERS OF THE ADHOC EXECUTIVE COMMITTEE**

The names, addresses and designations of the presently elected Executive Committee members of Kendriya Vihar-II Apartment Owners' Association, Belgharia Expressway, Kolkata-700051, elected on 24th May, 2015 in General Body Meeting held at Kendriya Vihar Phase-II, Belgharia Expressway, Shaktigarh Birati, Kolkata-700051 to whom the management and affairs of the Association have been trusted, are as under:

Sl. No.	NAME	ADDRESS	DESIGNATION
1.	CA. Samarendra Nath Banerjee	Block-D1, Flat-404, Kendriya Vihar Phase-II, Shaktigarh, Birati, Kolkata-700051	President
2.	Sh. Prasanta Kumar Das	Block-C3, Flat-306, Kendriya Vihar Phase-II, Shaktigarh, Birati, Kolkata-700051	Vice-President
3.	Dr. Alope Kumar Barman	Block-C4, Flat-403, Kendriya Vihar Phase-II, Shaktigarh, Birati, Kolkata-700051	Secretary
4.	Shri Saubhik Pan	Block-B2, Flat-301, Kendriya Vihar Phase-II, Shaktigarh, Birati, Kolkata-700051	Jt. Secretary
5.	Shri Lal Shyam Jha	Block-D9, Flat-502, Kendriya Vihar Phase-II, Shaktigarh, Birati, Kolkata-700052	Treasurer
6.	Shri Gautam Kumar Munian	Block-A1, Flat-404, Kendriya Vihar Phase-II, Shaktigarh, Birati, Kolkata-700051	Executive Member
7.	Dr. Geeta Das	Block-C1, Flat-606, Kendriya Vihar Phase-II, Shaktigarh, Birati, Kolkata-700051	Executive Member
8.	Sh. Madan Mohan Mukherjee	Block-D8, Flat-201, Kendriya Vihar Phase-II, Shaktigarh, Birati, Kolkata-700051	Executive Member
9.	Shri Shailesh Kumar Mullick	Block-B1, Flat-602, Kendriya Vihar Phase-II, Shaktigarh, Birati, Kolkata-700051	Executive Member

## BYE-LAWS OF THE ASSOCIATION

### 1. SHORT TITLE AND APPLICATION :

These Bye-laws may be called the Bye-laws of the Kendriya Vihar-II Apartment Owners' Association (in short, AOA), Kolkata.

- a. All present and future owners, their legal successors, tenants and future tenants, employees of the Association or any other persons, who may use the facilities of the Kendriya Vihar-II Apartment Owners' Association, Kolkata in any manner shall be bound by the provisions as set forth under these Bye-laws.
- b. It is incumbent on the owners to ensure that their tenants / lessees are to be made aware of the provisions of the Bye-laws of the Kendriya Vihar-II Apartment Owners' Association Kolkata while entering into an agreement for tenancy or lease only after intimation to the AOA in this respect. A declaration form is to be filled up by the tenants / lessees duly countersigned by the respective owners and to be submitted to Association before taking possession of flat for rent purpose. A copy of these bye-laws may be furnished to the said persons so as to help them to comply with these provisions, rules and regulations.
- c. The mere acquisition on rental or taking on lease of any kind of these dwelling units or mere act of occupancy of any of the said dwelling units will automatically signify that these bye-laws were read, understood, accepted and shall be complied with.
- d. If anything contained in these bye-laws are directly or indirectly in contravention to the rules or bye-laws of the West Bengal Apartment Ownership Act, 1972 and its amendments or any prevailing rules or bye-laws enacted by the State Government, whichever applicable, the West Bengal Apartment Ownership Act, 1972 shall prevail upon these Bye-laws.

## 2. DEFINITION

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In these Bye-laws, unless there is anything repugnant in the subject or context:

- a) 'ACT' means the West Bengal Apartment Ownership Act, 1972 and Rules 1984 as amended from time to time,
- b) 'ALLOTTEE' means a person who has been allotted a Dwelling Unit under the CGEWHO's Kolkata Phase-II Housing Scheme, by the Central Government Employees Welfare Housing Organisation (CGEWHO), New Delhi after paying the cost thereof and other expenses,
- c) 'ANNUAL GENERAL BODY MEETING' and 'EXTRA-ORDINARY GENERAL BODY MEETING' means General Body Meetings of the Association as are convened and held under the bye-laws in force of the Association,
- d) 'ASSOCIATION' means the Association of Kendriya Vihar-II Apartment Owners' Association who are, competent to contract in its own name and formed in accordance with the provisions made in the Bye laws.
- e) 'APARTMENT/BUILDING' means Blocks, group of Flats, and other adjacent structures located at Kendriya Vihar Phase-II, Belgharia Expressway, Shaktigarh, Birati, Kolkata-700051,
- f) 'COMMITTEE' means the Executive Committee of the Apartment Owners' Association, Belgharia Expressway, Kolkata,
- g) 'COMMON AREAS and FACILITIES', unless otherwise provided in the declaration, or lawful amendment thereto, means:
  - I. The land on which the building is located and all easements, rights and appurtenances belonging to the land and building;
  - II. the foundations, columns, girders, beams, supports, main walls, roofs, corridors, lobbies, stairs, stairways, firefighting system, fire alarm, fire-escapes and entrances and exits of the building;
  - III. the basements, cellars, yards, gardens, parking areas(Excluding the allotted parking space), shopping centers, community center including offices, store rooms, guest rooms, community halls, kitchens, common toilets, roads, pavements, parks etc.;
  - IV. the elevators, underground and overhead tanks, water treatment plants, sewerage treatment plant, Generator Set, pumps, motors, compressors, pipes and ducts and in general all apparatus and installations existing for common use;



- V. such other common facilities, as may be specially provided for in the declaration;
- VI. all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use;
- h) **'DWELLING UNIT'** (in short, DU) means a flat either occupied or otherwise owned by the member of the association. The words **'DWELLING UNIT'** and **'FLAT'** connote the same meaning,
- i) **'MEETING'** means all such meetings other than General Body Meeting and Extra-ordinary General Body Meeting of the Association,
- j) **'MEMBER'** means the member of the Association,
- k) **'MAJORITY'** - means more than 50% of the total votes exercised by members participating in persons and votes cast through registered e-mail . Registered e-mail means the mail ID as registered with the association,
- l) **'OFFICE BEARER'** means the President, Vice-President(s), Secretary, Joint Secretary(s), Treasurer and Joint Treasurer(s) who have been duly elected by the Executive Committee. The persons who are eligible to be admitted to the Association as Members are only eligible to be elected as Office bearers and Executive members,
- m) **'OWNER(S)'** means the person(s) who has/have purchased the undivided share of a Dwelling Unit / Flat in Kendriya Vihar Phase-II, Kolkata individually or jointly from the Central Government Employees Welfare Housing Organisation (CGEWHO), New Delhi or a legal transferee or got it through any conveyance deed or by will from his/parents or family members.
- n) **'PROXY'** means spouse, father, mother, son, daughter, daughter-in-law, son-in-law, dependent brother and sister of the member,
- o) **'RESOLUTION'** means a Resolution of the Association duly passed in a General Body Meeting and adopted,
- p) **'TENANT'** means person occupying the apartment on payment of the rent .
- q) **'YEAR'** means the accounting year of the Association starting from 1st April of the current year and ending on 31st March of the next year.

### 3. THE OBJECTIVES AND ACTIVITIES OF THE ASSOCIATION

- a) The Executive Committee of the Association shall frame and execute the policies and course of action from time to time for the progress, financial benefits and sound standing of the Association. The Association will have the responsibility of managing and maintaining the complex, approving the annual budget, annual assessments and arranging for the management of the complex in an efficient manner.
- b) The Executive Committee of the Association shall put them into execution through its office bearers. Executive Committee will decide about the allocation of the shops and common areas located within the campus by inviting tenders/quotations etc. However, the successful bidder cannot sublet or sell the premises to any other persons nor can change the nature of business. Otherwise, the allotment of shop and common area will be cancelled and necessary Legal action will be taken by the Association against such person(s).
- c) Funds shall be raised from all members of the association towards subscriptions, maintenance charges, development fees, rent and miscellaneous receipts from shops /community center and other contributions whichever may be applicable.
- d) The Association shall be responsible to maintain, repair, replace or establish common areas such as roads, boundary walls, gates, parks, drains, sewer lines, water supply, lifts, generators, terraces, staircases, passages, underground pumps, overhead tanks, pumping sets, community center, stilt parking areas, all lights of common area etc., in general, and all apparatus / installations existing for common use. The Association will ensure sanitation, cleanliness, safety and security of the residents and residential premises including common areas round the clock.
- e) The Association will also arrange and undertake exterior repairs of the buildings, distempering, white/colour washing etc., whenever necessary.
- f) Monthly subscription / maintenance charges will be collected by the Association from its members / tenants to maintain, repair, replace or establish the common areas and common services and also to pay all taxes, fees etc., if any. The same fund including tenant /lessee fees may be utilized for the requirements as stated above.

- g) The Association will settle differences, if any, amicably among the members in matters affecting their common interests. The Association will also represent the members of the association in all matters pertaining to their common properties and rights and negotiate or carry on the litigation settlement or compromise with third parties on any matter affecting their common rights and properties.
- h) The Association will organize & facilitate, independently or jointly, various activities educational, physical, social, cultural, recreational, medical and public health activities such as clubs, cinemas, shows, canteen, opening of milk-booth, horticulture, vegetable booth, grocery shop, Post Office, Bank/ATM, Cable TV system and intercom facilities etc. for the benefit of its members only.
- i) The Association will neither indulge nor encourage any activity within the campus which may cause health hazards to the residents. For example, no tower (for mobile phone, internet connection) will be installed within the campus as this may cause severe health hazards in future.
- j) The Association will launch its official Website which will post all important issues and activities of the Association and its members.
- k) The Association and its office Bearers shall have their exclusive official E-Mail IDs for speedy communication with the members.

#### 4. ENROLLMENT OF THE MEMBERS

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##### (THE CLASSIFICATION, RESTRICTION, CONDITIONS)

- a) All flat owners who have attained the age of 18 years or above are eligible for the membership. In case of an owner being less than 18 years of age, he will be represented in all matters by his/her Legal Guardian.
- b) The eligible flat owner shall have to fill up the prescribed form for membership with AOA, on payment of prescribed fees as applicable as per the WB AOA ,1972. The Executive Committee, however, reserves the powers to reject the application submitted by an apartment owner on valid and justifiable grounds and the decision of the Executive Committee will be final.

- c) In case of death or insanity of a member, his / her membership shall *ipso-facto* cease, but his / her natural or legal heir will become a member, subject to fulfilling the conditions at Para (a) & (b) of Section 4.
- d) All the members are legally bound by the Bye-laws of the Association and / or any rules that may be included in the Bye-laws from time to time.
- e) Every person who owns an apartment in Kendriya Vihar Phase-II, Kolkata and has executed respective declarations pursuant to "the Bye-laws of the Association" and in consonance with the provisions of the West Bengal Apartment Owners Act, 1972, shall be a member of the Association, subject to fulfilling the condition at Para (a) & (b) of Section 4.
- f) Each owner, becoming a member of the Association, shall be issued a membership certificate in respect of the dwelling unit under his/her ownership. Every apartment owner must hold the Membership Certificate of the Association individually and the joint owners shall hold the Membership Certificate jointly.
- g) If any member(s) of the Association, AOA members inclusive, is/are found to violate the Bye-laws / rules and regulations of the Association or indulge in activities against the interest of the Association, AOA will constitute an independent Court of Enquiry to investigate the allegation(s). If found guilty by the independent Enquiry Committee, a resolution can be brought out by the members of Executive Committee or any other step(s) may be initiated including stoppage of all facilities of the common services/ amenities provided by the Association which were being enjoyed by the member/s as punishment.

#### 5. RIGHTS, OBLIGATIONS AND PRIVILEGES OF MEMBERS

- a) Every member is obliged to honour the Bye-laws of Association and its amendment, rules & regulation framed time to time.
- b) Notices of all Annual and Special General Body meetings shall be issued to all members and also displayed on the notice boards of the Association. The proof of the issue of a notice on the notice board/ email ID as per AOA's record or posting in the AOA, Website as and when launched, shall be sufficient proof of issue of the notice to all members.

- c) All members are entitled to attend Annual General Body meeting and Special General Body meeting and elect the Executive Committee.
- d) All members are entitled to see bye-laws, receipt and expenditure account and balance sheet in the office of the Association during working hours with prior request.
- e) Except as otherwise provided in these bye-laws, each member of the Association shall have the right of a single non-transferable vote.
- f) Right to vote of a member may be vested to his/her proxy, which has been defined under Sub-Clause (n) of Clause 2 of the Bye-laws. Such appointment shall be given in writing, duly filled in 'Proxy Form' and should be submitted in the Association office at least 48 hours before the commencement of a meeting. [A proxy cannot take part in discussions in a meeting and contest for a member of the Executive Committee but only can cast his/her vote. The relationship of a proxy to the concern member shall be indicated in the 'Proxy Form' and the proxy may be required to prove his/her identity. A proxy can represent only one member of the Association.]
- g) Every member of the Association shall have the right to express his / her opinion in the General Body meeting and also to vote in the General Body.
- h) Every member shall have to pay the monthly subscription for maintenance of security arrangement and other necessary civic amenities and common facilities as decided by the Executive Committee from time to time.
- i) The member must pay the subscription either monthly, quarterly, half-yearly or annually through cash / cheque / bank transfer and get a receipt from the Association. Members may pay the subscription in monthly installments or lump sum for any number of months in advance, if they so desire.
- j) Payments of subscription are to be paid every month in advance on or before 10th of the respective month i.e. subscription for the month of April to be paid by 10th April. In case of payment of subscription in advance for a quarter, half-year or a year, rebate of 1%, 2% and 5% will be given respectively, as the case may be. The members are not entitled for any rebate for the payment of regular monthly subscription in time.
- k) Every member is required to pay the subscription for maintenance in time. No reminder will be sent to the members by any means i.e. by e-mail or post.

However, a list of defaulters will be displayed in the Notice Boards on monthly basis. If the owners/occupants do not pay the monthly subscription as per the Bye-laws, the Executive Committee will take appropriate action for recovery of dues. Defaulters list will be posted in the Association website as and when launched and action as deemed necessary will be initiated against him for recovery of the dues.

- l) In addition to monthly subscription specified above, members shall have to pay other fees, levies, rates and taxes, fines, deposits etc. as may be required by the Association from time to time, towards statutory dues.
- m) Members shall be liable to pay any other special contribution, as decided by the Executive Committee, to meet special expenses duly approved by the GBM, such as purchase of assets, special maintenance/ repair/renovation of the apartments of Kendriya Vihar-II as distinguished from routine maintenance etc.
- n) For belated payments of subscription for a month, a penal interest of @12% per annum (to be calculated on day basis considering 365 days in a year) will be charged from the Members. Penal interest cannot be waived in any circumstances.
- o) A defaulter member who will have arrears in respect of his/her contributions / subscriptions for maintenance charges or any other dues to the association for three calendar months or more, as on the last date of filing his nomination, shall have no right to cast his/her vote in any meeting and will not be entitled to contest election to such offices.
- p) Any member having grievance may take up the matter with the Executive Committee first. The Executive Committee shall dispose of the same within a month. If he/she is not satisfied with the decision of the committee or the issue not settled within a month, he/she can take up the matter before General Body by way of appeal.

#### 6. APPEAL AND CESSATION OF MEMBERSHIP

- a) If any member brings to the notice of the Executive Committee in writing in respect of other member(s) who violates the bye-law of the Association, the Executive Committee may take any action after confirmation of the fact(s) as per Clause 4(g) and the decision of the committee shall be final and binding.
- b) The membership of an owner will be automatically cease in case of his / her death or insanity as per Clause 4(c).

## 7. GENERAL BODY MEETING

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- a) The General Body meeting of a financial year shall be held annually latest by September of the next financial year at the Community Center of Kendriya Vihar Phase-II Housing Complex or at any other place inside the campus as the Executive Committee may decide from time to time. The ultimate authority, in all matters relating to the management of Association, shall vest in the General Body only.
- b) At least twenty one days' notice shall ordinarily be given to all members for convening Annual General Body meeting by displaying the NOTICE on the Notice Board. The same notice may also be conveyed to all members through e-mail, for which the members will be required to register their e mail ID during registration of their memberships.
- c) Quorum for General Body meetings shall be 1/3th of the total eligible members of the Association. A General Body meeting will be adjourned initially as scheduled for, if quorum for General Body meeting is not fulfilled. But no quorum shall be necessary to conduct the same meeting subsequently after its adjournment.
- d) If there is no quorum in a General Body meeting, the same meeting will be convened after an hour at the same place without fulfilling the quorum.
- e) The President, or the Vice-president in the absence of the President, shall preside over the Annual General Body meetings. Every issue shall be decided by voting among the present members or their authorized representatives (proxies) present in the meeting. Voting will be carried out either by raising hand or using secret ballot, as decided by the Executive Committee.
- f) Except or otherwise provided in these bye-laws, voting by the members shall be done through single non-transferable ballot. Voting can be exercised by members participating in persons or votes cast through registered e-mail ID as per AOA's record for electing Executive Committee members. Such voting through e-mail must be sent only to the email ID of the designated Returning officer as may be appointed.

- g) The out-going Executive Committee will appoint a Returning Officer and two Election Officers (EO) to conduct the election smoothly and independently. The RO and EO-s must be members of the Association but cannot contest themselves in the election. The RO and the EO-s will scrutinize the voters list and issue necessary notification to conduct the elections impartially. After conducting the election and counting the votes, RO will announce the results thereof and declare in the Annual General Body Meeting. The result of the election will be exhibited in the notice board, for giving due publicity. Once the election process is started, their action cannot be questioned by anybody. If at all anybody raises objections or challenges the election, the same should be done only after completion of the election process.
- h) Each member or his/her proxy will elect maximum 15 Executive Members (One member-representative of Type-A, Four from Type-B, Five from Type-C and Five from Type-D Flats) from the eligible member candidates of the Association through secret ballot papers only and this body will be termed as the Executive Committee. These 15 members will in turn elect President (1), Vice-President (1), Secretary (1), Joint Secretary (1), Treasurer (1), Jt. Treasurer (1) as office bearers of the Association. In case of no contestant, members will be elected unopposed. The General Body, however, is empowered to review and alter the no. of representatives in the Executive Committee whenever necessary.

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

- I. Confirmation of the Minutes of the previous General Body meeting,
- II. Adopting annual financial audited accounts,
- III. Investment and management of funds,
- IV. Election of Executive Committee, if required
- V. Fixation / Revision of monthly subscription for general maintenance of the society
- VI. Any other matter with the permission of the Presiding Officer.



## 8. EXECUTIVE COMMITTEE

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- a) The management of the Association, including its funds and properties, shall be vested on the Executive Committee subject to the control of General Body. The Executive Committee shall consist of 15 members elected by the General Body as per Clause 7(i).
- b) Executive Committee members will be elected from the eligible members who will have the right to cast his/her vote to elect an office of the Executive Committee and are ordinarily residing at their respective flats located at Kendriya Vihar-II, Kolkata.
- c) General Body will elect only 15 members of the Executive Committee. The members of the Executive Committee, in turn, will elect President (1), Vice-President (1), Secretary (1), Joint Secretary (1), Treasurer (1), Jt. Treasurer (1) as office bearers of the Executive Committee from the elected members.
- d) The President will be responsible for submitting the list of the newly elected Executive Committee members in an Annual General Body meeting, & if necessary, to the Competent Authority under the West Bengal Apartment Ownership Act, Law Cell, Department of Housing, Government of West Bengal, Kolkata.
- e) The term of the elected members of the Committee shall be ordinarily for two years from the date of assumption of office. Fresh election must be conducted to elect new Executive Committee before the tenure of the previous Committee expires. However, if the Election is not conducted before the expiry of the old Committee due to reasons beyond the control of anybody, the existing Committee may be empowered to continue (with limited administrative and financial powers to manage the essential activities only) for a period of six months only.
- f) No office bearer of the Executive Committee, such as President, Vice-President, Secretary, Joint Secretary, Treasurer and Jt. Treasurer shall be eligible to hold that particular post for more than two consecutive terms.
- g) A person who is an un-discharged insolvent or who has been convicted of an offence in connection with formation, promotion, management or the conduct of affairs of the Association shall be disqualified for being elected as a member of the Executive Committee.

- h) An elected Committee member may resign at any time, sending in a letter of resignation to the President which will be effective from the date on which it accepted by the majority of the members of the Executive Committee.
- i) When a Committee member absents himself / herself from three consecutive meetings of the Executive Committee without submitting any application of his/her leave of absence to the President / Secretary, he / she shall cease to be a member of the Executive Committee, unless a majority of the remaining committee members decide otherwise.
- j) In case any of the office bearers is found ignorant in performing his/her duties and responsibilities, does not cooperate with majority of the Executive members or works against the interest of the Association, the Executive Committee will remove him from the post he/she is occupying with the consent of at least 2/3rd of the total Executive Committee members.
- k) Interim vacancy of the posts of President, Secretary and Treasures, which may be created due to their resignation or otherwise, shall be filled up by the Vice-President, Jt. Secretary and Jt. Treasurer respectively. But the interim vacancy of the posts of Vice-President, Jt. Secretary and Jt. Treasurer shall be filled up by electing members from the remaining members of the Executive Committee on simple majority basis to assume the vacant post.
- l) There shall be at least one meeting of the Executive Committee every 2 months but the interval between two such meetings shall in any case, not exceed 75 days.
- m) Every issue before the committee shall be decided by a simple majority of the committee members present.
- n) The committee shall be responsible for conducting the day to day affairs of the Association.
- o) Seven days clear notice shall be given for conducting Executive Committee meeting. However, committee members, in emergencies, may waive such advance notice.
- p) The Executive Committee can also co-opt any member of the Association from the vacant member's Block as an Executive member as and when such a vacancy arises due to whatsoever reason, However, Co-opt member cannot participate in policy decision.

q) The quorum, in any Executive Committee meeting,  $1/3^{\text{rd}}$  of the total member of the Executive Committee. If there is no quorum in any such meeting, it may be convened again on the same day at the same place after one hour from the time of postponement of the meeting, without required quorum. But any resolution can be passed in a meeting by more than 50% of the total Executive Committee members.

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## 9. DUTIES OF THE EXECUTIVE COMMITTEE MEMBERS

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### A. PRESIDENT

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The President shall have general control over all the affairs of the Association. He / she shall preside over all the meetings of Executive Committee and General Body. He shall exercise general supervision over the activities of the Association. Normally, he / she will take any decision on a matter only in consultation with the members of the Executive Committee and only after approving such decision in an Executive Committee meeting by the majority of the members of the committee. But, he may dispose of some important and urgent matters which for want of time cannot be put up to the Executive Committee. This must be placed before the Executive Committee in the next meeting.

He will also be authorized for an expenditure up to Rs.10,000/- (Rupees ten thousand only) at a time per month, but the cumulative expenditure, before it is put up for the approval of the Executive Committee, shall not in any case exceed Rs.20,000/- (Rupees twenty thousand only) per month. The expenditure so incurred should be got approved by the Executive Committee at its next meeting.

The President shall be the person to enter into all contracts which will be approved by the Executive Committee representing the Association.

He/she shall be the person to initiate any legal proceedings or to defend any legal action against the Association with the consent of the  $2/3^{\text{rd}}$  of the total members of the Executive Committee. All legal proceedings shall be initiated, continued or defended by the President, who shall sign the documents / papers and Vakalatnama relating thereto, in the name and on behalf of the Association.

The President and/or the Secretary along with the Treasurer shall jointly operate the Bank account of the Association.

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#### B. VICE-PRESIDENT

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

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#### C. SECRETARY

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

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

The Secretary shall have the custody of all necessary correspondence on behalf of the Association and the documents belonging to the Association. He / she will also be authorized for an expenditure up to Rs.8000/- (Rupees eight thousand only) at a time per month, but the cumulative expenditure, before it is put up for the approval of the Executive Body, shall not in any case exceed Rs.15,000/- (Rupees fifteen thousand only) per month. The expenditure, so incurred, should be approved *post facto* from the Executive Committee at its next meeting.

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#### D. JOINT SECRETARY

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In the absence of the Secretary, the duties, responsibilities and powers of the Secretary, shall be assumed by the Joint Secretary (after issuing written approval by the President), and he / she shall be responsible to submit all desired reports and maintain necessary records to the Executive Committee.

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#### E. TREASURER

He / she shall collect subscriptions and other dues of the Association and issue receipts for such collections. He / she will maintain proper accounts and other related records. He / she shall effect payment of the monthly wages and other routine maintenance expenses authorized by the Executive Committee. He / she will act as a financial adviser to the Executive Committee.

Payment of the non-recurring expenditures shall be made only after the specific approval of the Executive Committee. The President or the Secretary along with the Treasurer shall jointly operate the Bank account of the Association. They shall deposit the money which may be received through different collections into the Bank account of the Association at periodic intervals retaining an amount which may be considered necessary by the Executive Committee to meet the petty expenses.

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

As custodian of funds, he will maintain member-wise details of reserve Fund bifurcating principal and interest of the unused Reserve fund received from Central Government Employees Welfare Housing Organization (CGEWHO). The details will be presented before the Executive Committee as and when required. Treasurer shall prepare a statement of expenditure and display it in the notice board after getting approval of the Executive Committee.

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#### D. JOINT TREASURER

In the absence of the Treasurer, the duties, responsibilities and powers of the Treasurer , shall be assumed by the Joint Treasurer (after issuing written approval by the President), and he / she shall be responsible to submit all desired reports and maintain necessary records to the Executive Committee.

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#### F. EXECUTIVE MEMBERS

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All Executive Members of the Committee shall make themselves available for all meetings of the Executive Committee and assist the office bearers of the Executive Committee in smooth running of the affairs of the Association. They shall also assist in the collection of subscription and other dues to the Kendriya Vihar-II Apartment Owners' Association and shall act as facilitators to address different issues of concern and shall interact and sensitize members on both policy and routine issues.

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#### G. ADVISORS

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Maximum five eminent senior citizens (Central Government Officers / Doctors / Engineers / Scientists / Technicians / Lawyer / past president/ secretary/ any other competent persons etc.) from the members of the Association who are residing at Kendriya Vihar Phase-II may be nominated by the Executive Committee members as the advisors to the Kendriya Vihar-II Apartment Owners' Association to render advisory/ consultancy services voluntarily (free of cost) as and when required by the Executive Committee. They will assume their charges for at least one year.

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#### 10. EXTRA-ORDINARY GENERAL BODY MEETING

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The Executive Committee may at any time, call an Extra-ordinary General Body Meeting (E-GBM) of the Association under the following conditions with 14 days advance notice:

- a) When the Executive Committee will receive a requisition / complaint in writing through registered e-mail, Registered / Speed Post from the members of the Association, not less than 1/3rd of the total members of the Association.
- b) The E-GBM can be called only to discuss and to pass resolution on the particular matter of business and no other matter will be taken up for discussion in the same meeting. The resolution must be passed in the Extra-ordinary General Body meeting only after fulfilling the quorum of the General Body Meeting.
- c) No E-GBM shall be deemed to have been duly called if members of the Association have not been given reasonable time (not be less than 7 days under any circumstances or as decided by Executive Committee ).

## 11. SPECIAL RESOLUTION AND OBJECTIVE

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- a) Special resolution means a resolution passed in the Annual / Extra-ordinary General Body meeting by a majority of the total members of the Association (not less than 2/3rd of total members of the Association) who will be present in person or by authorization in the same meeting.
- b) Special resolution is required for following:
  - I. To amend any provision of the Bye-Laws / Rules and Regulations
  - II. For changing the name of the Association.
  - III. For bringing no confidence motion against the Executive Committee or any of its member.
  - IV. For dissolution of the Association.
- c) The notice for the General Body / Extra-ordinary General Body meeting where it is intended to propose the special resolution, shall be given at least 21 days' in advance to all members of the Association through display on notice board or through their respective registered e-mail ID-s or information on website as and when launched, before conducting such a meeting, specifying the day, hour, place and objective of the meeting. The notice shall contain a copy of the special resolution proposed to be passed at the meeting.
- d) Any special resolution passed shall be filed with the Competent Authority of West Bengal Apartment Ownership Act within 30 days for necessary action.

## 12. AGENDA AND MINUTES OF MEETINGS

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- a) The Secretary, in consultation with the President shall draw agenda of all meetings of the Executive Committee and General Body. The Association shall cause minutes of all proceeding of its General body Meetings as well as of Executive committee meetings to be entered in books kept for that purpose. The Secretary, in consultation with the President, shall be responsible to prepare and present the same before the next executive committee for confirmation. In case of urgency, the minutes may be confirmed by circulation among executive members.
- b) The Association shall maintain a Register containing the names, addresses and occupation of its members. The Register of members shall, during office hours, be open for inspection by any member free of charge and any member can procure such information from the register.

### 13. EXHIBITION OF THE REGISTER AND RECORDS

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- a) The Association shall maintain a register containing the names, addresses and occupation of its members. The Register of members shall during business hours, be open for inspection by any member free of charge and any member may make any extract there from.
- b) The other records containing the minutes of meetings and the register/books of Accounts of the Association shall also be kept at the registered office of the Association for inspection by the members with prior intimation.

### 14. ASSOCIATION FINANCE

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- a) The Association shall have the following Assets and funds:
- b) A monthly subscription from the Apartment Owners which will be charged from members to meet expenses for rendering common amenities like water supply, maintenance of lifts, lighting, security, garbage cleaning etc. of all common properties shall be fixed by the Executive Committee.
- c) Any other money realized / raised for any specific purpose, with the approval of the Executive Committee, for any specific purpose,
- d) The "Apartment Owners Association Charges" collected from the owners / allottees of the flats @1.5% of the total cost of the flat along with 6th and final installment for the maintenance/ development of all common properties and common amenities with regard to the welfare of the Association.

This fund will be treated as Reserve Fund and will be maintained as the corpus Fund at the original sum total of the amount received from the allottees / Flat-owners @1.5% of the cost their respective flats at the time of payment of the sixth/Final Installment.

Any amount spent out of their Reserve/ Corpus Fund shall be recuperated from the additional subscriptions that will be demanded from the members by the AOA over and above the normal monthly subscription.

In case the amount used from the Reserve/Corpus Fund to meet any emergent expenditure other than normal maintenance expenditure in large, its recuperation will be made in installments as may be decided by the AOA.



The Reserve/Corpus Fund shall be invested in the form of Fixed/Term Deposit of adequate denominations in the public sector Bank only. The interest received  on such investment will be added to the Reserve /Corpus Fund.

- e) All interests or other income arising out of the said funds or assets.
- f) All investment and realization there from or out of the said funds.
- g) Funds raised by letting / leasing any permitted common areas/ facilities to provide common goods/services to the members of the Association,
- h) All funds and assets that the CGEWHO will hand over to the permanent AOA for the common use of the members.
- i) The Treasurer shall be the custodian of the funds of the Association and subject to the decision of the Executive Committee in the matter; he will apply and invest said funds for the objectives of the Association.
  - I. The association shall have a separate and exclusive saving / current bank account in a scheduled nationalized bank.
  - II. The Bank account will be operated by the Treasurer, jointly with either the President or the Secretary.
  - III. The resolution duly signed by the PRESIDENT shall be made available to the authorized bank for opening/operating the account.
  - IV. The funds of the Association shall be used exclusively to promote the objectives of the Association.
  - V. No elected member of the AOA shall seek any compensation (monetary or otherwise) for services rendered to the community (in terms of time, expertise or effort) as this is a purely voluntary, non-profit organization. Office bearers of the Executive Committee, however, are entitled to seek reimbursement from the AOA for reasonable expenses legitimately incurred in the conduct of their *bona fide* duties (such as conveyance, telephone, stationery charges etc.), with the prior approval of the President / secretary and on submission of the receipted bills.
- k) Association must have a separate PAN Card.
- l) The Treasurer shall ensure submitting annual Income Tax return for the Association

## 15. MAINTENANCE OF RECORDS AND BOOKS OF ACCOUNTS

- a) The Association shall keep and maintain the following records:
- b) Registration Certificate of the Society
- c) Register of Renewals of different contract agreements
- d) Membership Register
- e) Records of proceedings of the meetings
- f) Stock Register
- g) Cash Books, Ledgers, and Receipt Books
- h) Directory of Allottees
- i) Quotation / tender register(s)
- j) Any other records as may be considered essential / necessary by the Association
- k) The weeding of the audited records is to be done after every five years except the Cash Books and Receipt Books which are to be kept for ten years subject to exceptions as the law of land warrants. The documents that are needed for longer period due to court case(s) will be preserved carefully.
- l) Attempts, however, will be made to preserve the scanned images of all important documents in proper storage media (DVDs, portable Hard Disk etc.).

## 16. AUDIT OF ACCOUNTS

- a) The Executive Committee shall get the accounts audited by a Chartered Accountant within 5 months of the end of the financial year i.e. by August of each year, so that the same could be presented to the Association's annual General Body meeting
- b) A Chartered Accountant shall be appointed as an AUDITOR at the General Body Meeting to audit the accounts of the Association, at a remuneration to be fixed by the Executive Committee and ratified by the General Body of the Association.
- c) The Auditor shall be entitled to call for, and examine any papers or documents belonging to the Association and shall make a special report to the Association upon any matter connected with the accounts which appears to him /her to serve notice.

17. RULES OF CONDUCT / GENERAL PROVISIONS IN THE BYE-LAWS

- a) The enjoyment of each flat owner or resident, in relation to other flats, is  regulated by the Bye-laws of the Association and the West Bengal Apartment Ownership Acts and Rules. All the flat owners / residents will adhere to these rules and regulations for a good community living.

18. RESPONSIBILITIES OF THE OWNERS / RESIDENTS

- a) The flat shall not be used for any purpose other than that for which it has been constructed / allotted. No obnoxious trade or illegal activity shall be carried out in and/or around the Apartment.
- b) The maintenance of water pipe line and lighting arrangement inside a flat and finishing of the inside walls shall be the sole concern of the flat owner.
- c) If there is any defect of such a nature as to affect two flats with a common wall or ceiling separating two flats, the cost for repair for such defect, shall be borne by both the flat owners. If there is any difference of opinion between the flat owners in this regard, the matter will be referred to the Executive Committee of the Association for an amicable settlement.
- d) In case of any dispute between the Executive Committee and the flat owner, the matter may be referred to the General Body of the Association for an amicable settlement considering opinion of the majority.
- e) Terrace of a block, being a common area, should be used by the members of the Block living on the Ground and all other floors of the same block. Any permanent structure will not be allowed on the Terrace, lobbies and other common areas. If such a structure is erected in spite of the objection of the Executive Committee, the same will be demolished at the cost of owners. However, a tent like temporary structure may be erected with the permission of residents of concerned block and removed immediately after the use at their own expenses.
- f) No owner / resident shall encroach on the Association land premises and no structure shall be put up in the common areas i.e. terrace, corridors staircases

and landing, un-allotted garages, stilt areas, courtyards, lawns, passages etc. No change in external structure / extension of flats shall be permitted. In case of default, the Executive Committee shall act to restore such encroached land or premise and to remove such super structure / extension at the cost of the concerned flat owner.

- g) Garbage/wastages should be handed over to the Housekeeping Staff in time and should not be thrown from upper floors on to the ground floor to avoid foul smell throughout the complex. Dustbin should not be kept outside the flat, i.e. in the lobby or other common area. Garbage may be thrown to the designated / earmarked garbage bins in order to avoid unhealthy conditions.
- h) The privacy of the residents should be respected and should not be violated by making loud noise with musical instruments, radios, TVs, amplifiers or indulging in any activity which causes disturbance to other occupants / residents. Megaphone / loudspeakers should not be used beyond the permissible Decibel and maximum up to 10 PM only after obtaining the permission of the Executive Committee.
- i) Every owner must perform promptly all maintenance and repair work within his own unit, which if omitted, would affect the Complex in entirety or in a part belonging to other owners or the common areas of the housing complex.
- j) If any damage or injury will be caused to the other dwelling unit / common areas in the process of internal work, the owner responsible for such damage to the other flat(s) shall be liable to either get the same restored to its original condition at his own expense or to pay and reimburse the expenditure incurred by the Association on getting such damage repaired.
- k) The members of the Association shall be liable to pay any other special contribution from time to time as decided by the Executive Committee to meet specific expenses such as purchase of any equipment, special maintenance etc. as distinguished from routine maintenance.

- l) The residents keeping domestic pets shall abide by the Bye-Laws and Regulations of the Association as well as the local Municipality. Pets are to be taken to the open space outside the campus for defecation and are not to do the same on the roads / lawns / common areas of premises. Arrangement should be made by the residents to immunize the pets with timely and proper vaccination and a certificate from the veterinary doctor shall be submitted to the Association.
- m) Lifts will not be used by the residents for overweight and odd size luggage. Lobbies and Terraces will not to be used as toilets for pets or for storage of any personal materials/belongings.
- n) All residents must fix the Association sticker permanently on the left side of the front glass of their own vehicle considering necessary security check in the overall interest of campus. Residents will be allowed to park their vehicles only at allotted & designated stilt parking areas and at the earmarked places to be decided by the Association as per sub para (c) of clause (20 ) of the Bye laws so that problem/inconvenience to others will not occur.
- o) For the purpose of issue of vehicle stickers to the residents, the owners / residents / tenants are required to submit a copy of Registration Certificate and up to date Insurance Policy Certificate of the vehicle and apply to the Association in the prescribed Performa.
- p) All the apartment owners and residents are expected to ensure that the vehicles of their guests or floating cars are parked at a place other than the main driveway.
- q) No owner or resident shall park or allow his vehicle to be parked in the driveway/pathway (entrance of the building) meant for the movement of vehicles/residents.
- r) For visitor's vehicle there will be no charge for the day time parking temporarily at the designated space but for overnight stay they are liable to pay such charges as may be decided by the Association.
- s) No owner or resident shall park or allow his vehicle to be parked in the common space without the written permission of the association.

- t) Any activity in the premises, involving buying and selling of goods, manufacture of goods, fabrication, segregation, grading and packing of goods, alteration of material, etc.; which are of commercial nature are banned.

In the case of any other irresponsible act by the member not covered under above provisions, case to case review would be undertaken by the Executive committee to settle the issue and decision taken by the EC will be final

#### 19. DO'S & DON'TS IN THE COMPLEX

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The residents of Kendriya Vihar-II, Kolkata are aware that our colony comprises 582 flats spread over 20 blocks. With so many families living together calls for mutual co-operation and accommodative spirit. Based on the observations and suggestions of the residents a few do's and don'ts have been listed for observance by all the residents. Needless to say that these are not exhaustive, but are only illustrative, intended for the common good. The owners/ residents are requested to observe these dos & don'ts in the right spirit and extend their co-operation in making our Kendriya Vihar-II, Kolkata an ideal place for living .

**(i) Lifts:**

- (a) All residents should ensure that the fans and lights in the lifts are switched off, while not in use.
- (b) Utmost care should be taken in transporting any material to avoid any damage to the lift.
- (c) Do not allow children to play with the lifts as it may lead to accident / getting stuck up in the lifts.
- (d) Do not write , paste any paper or promo sticker etc. in the lifts.
- (e) Do not smoke in the lifts.

**(ii) Garbage (Dust Bin):**

- (a) Garbage is to be handed over to the garbage collector to avoid foul smell in the lobby.
- (b) Dustbin should not be kept outside the flat, i.e. common area.

(c) Solid food materials are not to be put in the kitchen sink, as these may clog /choke the drainage system thereby causing overflow of drainage water in the flats.

**(iii) Driving / Parking of Vehicles:**

(a) This is a residential area where children and elderly people move about. Drive your vehicle slowly and very carefully.

(b) Vehicles are to be parked in their respective designated stillt parking and not in the entrance or passage of the complex so that other vehicle can move without any hindrance.

(c) Washing of vehicles (Car/Motor Cycles) should be done at a place assigned by the KV-II, AOA. To reduce the consumption of water in washing, buckets may be used.

**(iv) Washing:**

(a) Utmost care should be taken while washing clothes or utensils in the balconies as dirty water let out through the balcony shall spread on the walls and ground giving rise to foul smell and causing defacement to exteriors thereby damaging the look of the colony.

(b) PVC pipes (Water and Sewerage lines) etc. are not to be used for tying ropes, wires etc, for drying clothes.

(c) Avoid smoking in the common areas, lawns, pathways etc. in view of health hazards. Owners / residents who are used to smoking should be considerate to the non-smokers. It would ideal to have a smokeless colony.

(d) Exercise utmost care so as not to disturb the peace by making loud noise with musical instruments, radios, TVs, amplifiers and do not indulge in any activity which causes disturbance to others.

(e) Do not keep the terrace doors open and they are to be properly closed /bolted after use without fail.

(f) Before locking the main door of your flat, please ensure that all the taps are closed. Any tap leakage is to be brought to the notice of the Association.

(g) Cigarette butts, matchsticks, empty cigarette boxes, chocolate wrappers, empty covers of biscuit / chips packets and any other such materials are not to be thrown in lifts, parking areas, terraces, roads, pathways, gardens and other common areas of our complex.

## 20. RESPONSIBILITIES OF THE ASSOCIATION

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- a) The maintenance of water supply system, drainage system, STP, WTP, lifts, common lighting arrangements, cleaning of underground storage reservoirs and overhead tanks, street lights, gardens, common passages(including parking areas both allotted and un-allotted portion thereof) and exterior finishing and any other common areas and facilities shall be the concern of the Association.
- b) Suitable number of Security Guards, Gardeners, Housekeeping Staff / Sanitary Workers (*Safai Karamcharies*), Electricians and Plumbers are to be employed by the Association for proper maintenance of the common area of the Campus as per the norms and guidelines to be decided by the Executive Committee.
- c) Owing to non-availability of adequate car parking inside the campus, the AOA will look into the prospects of availability of car parking places without detriment to the aesthetic beauty of the complex and duly taking into consideration the prescribed norms. The parking places so identified by the AOA, will be placed before the AGM for their approval.
- d) Without affecting the aesthetic beauty of the complex, association may allow parking for vehicles on chargeable basis at a rate fixed by the association from time to time at specified places. The allotment will be done by lottery. The non-owners of parking slots will have preference over the applicants already in possession of car parking slot.
- e) For the purpose of maintenance and performance of different duties, the Executive Committee is entitled to appoint Staff(s) and Technician(s). The expenditure, to be incurred for the day-to-day maintenance, shall be met from the funds collected as fees, subscription and other income.
- f) AOA will initiate action for insurance of the common properties and the residential blocks. AOA would not be responsible for insurance of personal belongings for which the individual members shall have to take care on their own.



## 21. REGULATIONS ON LETTING-OUT PROPERTY

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- a) If a flat owner intends to let out his / her flat to a person on rent or wishes to give it for use to a relative for social obligation, then the flat owner shall intimate in writing to the Association in prescribed format along with identity proof of the said relatives /Tenants duly countersigned by them. In that case, Monthly maintenance charges will be paid by the owner /tenants. However , the ultimate responsibility and liabilities of the tenant or his/her relatives shall rest with the flat-owner only.
  
- b) If a tenant wishes to vacate the flat, he/she shall give prior intimation to the Association duly counter signed by the owner of the said flat and obtain "No Dues Certificate" and "Gate Pass" from the AOA for the entry / exit of truck/lorry/van engaged by him/her to enter into / leave the main gate of the complex.

## 22. TRANSFER OF PROPERTY:

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- a) As per CGEWHO rules, the sale or transfer of dwelling unit is not permitted before transfer of the legal title of the dwelling unit by the CGEWHO in favour of the beneficiary / owner.
- b) After transfer of the legal title of the dwelling unit, in favour of the owner / beneficiary, he / she may dispose of his / her dwelling unit with prior intimation and after obtaining "No due certificate for transfer of property" from the Association.
- c) Association will issue no dues certificate and refund the balance reserve fund to the owner ( seller of flat ) on receipt of all outstanding dues from him and reserve fund from intending purchaser and an affidavit in the prescribed format from the said intending purchaser to the effect that he / she will abide by the bye-laws, rules and regulations of the Association. The purchaser will only be admitted as a member of the Association after he / she fulfills the formalities and submits a copy of the "No due certificate for transfer of property" issued to the owner (seller of flat ) by the Association along with payment of applicable reserve fund.

### 23. REGULATIONS ON ENTRY OF VISITORS

In order to ensure security and safety of the residents the following guidelines will be followed:

- a) No stranger with unknown identity will be allowed to enter into the campus.
- b) No salesperson, Couriers, beggar, vagrant loiterer and canvasser will be allowed to enter inside the campus without identity. Their belongings may also be searched, if necessary.
- c) Visitors will be allowed to enter the campus with proper identification and confirmation from the residents.
- d) If the resident, whom the Visitor wants to visit, is not available during the time of visit, the Visitor must wait at the Security Office till the confirmation is received from the concerned residents.
- e) Any outside vehicles will be subjected to Security Check at the Main Gate at the time of entry and exit.
- f) Each Visitor has to enter the details [Name, Address, Telephone/Mobile No./E-Mail ID (if available), Purpose of visit, Times of Entry and Exit] along with signature in the Security Register.

### 24. DOMESTIC STAFF & OTHER REGULAR VISITORS/VENDORS

- a. Apartment owners/residents are required to submit the identity details of their servants, drivers, cleaners, Cooks and domestic workers etc. (henceforth to be referred as domestic staff) employed by them along with two photographs in a prescribed Form to the local police with a copy to KV-II AOA for police verification purpose. Their entry into the Housing Complex would be denied , if objected by the local police station.
- b. The names and other particulars of the servant, drivers, domestic staff, etc. employed by the residents should be provided by them to KV-II AOA. The KV-II AOA shall issue identity cards to them that must be carried by the domestic staff while entering into the Complex. On termination of the employment of any member of their domestic staff, it shall be the responsibility of the owner/ resident to inform to the office of the KV-II AOA.

- c. The domestic staff is prohibited from using the common areas for recreation, assembly or sitting unless accompanied by the residents. Domestic staff will use only the areas earmarked for them in the Complex area.
- d. Regular Visitors and Vendors (Newspaper, Milk, Mineral Water, Gas Delivery Boy etc.), Electricians, Plumbers, Masons, Carpenters and other Service providers who enter the campus on regular basis will be issued Temporary Identity Cards which they have to deposit during Entry and collect back while going out.
- e. Occasional Visitors (like: Mechanic, Installation, Commissioning, Service Personnel) will be allowed as Visitor and Clause No. 23 will be applicable.

#### 25. RIGHT OF ENTRY:

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- a. An owner shall grant the right of entry to the House keeping staff as deputed by AOA or any other person authorized by the Association in case of any emergency, threatening his unit or adjacent unit(s) and also in the case of water tap remaining open , irrespective of whether the owner is present at that time or not.
- b. An owner shall permit other owners or their representatives/or the authorized representative of the Association when so required to enter his unit for the purpose of performing installation, alteration or repairs to the mechanical/water pipeline/sewage pipeline or electrical services, provided, that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of emergency, such right of entry shall be immediate.

#### 26. BEAUTIFICATION AND ASTHEATIC ENVIRONMENT

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- a) In order to preserve and maintain the aesthetics of the complex, a uniform colour code for the exteriors of the buildings is presently adopted. Altering this colour code is strictly prohibited and the Executive Committee shall ensure compliance of this rule. However, General Body may consider change of colour code /shade of the exteriors of the complex.

- b) No apartment owner shall make any structural modifications or alternation in his/her unit or any other installation located outside his/her dwelling unit/flat without notifying the Association in advance in writing and securing prior permission of the Association for such modifications and alterations, provided the elevation and engineering structure of his/her dwelling unit/flat will not be changed under any circumstances and the alterations will not affect any other apartment.
- c) The Association shall respond to any request received under sub-clause (b) above at the earliest but not exceeding 30 days. In case no response is received to the contrary within 30 days, it shall be deemed that AOA has no objection to the proposed modification, alteration or installation.

#### 27. LEGAL SUITS

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The Association may sue or be sued in the name of the President as per provisions laid down under West Bengal Apartment Ownership Act, 1972. The courts of Kolkata, West Bengal will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with this Bye-laws.

#### 28. AMENDMENTS IN BYE-LAWS

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The authority, to amend, alter, extend or abridge the provisions in the Bye-Laws, will be vested solely with General Body as stipulated by the West Bengal Apartment Ownership Act, 1972, provided that no amendment, revision or addition to the By-Laws of the Association shall be valid and binding unless approved by not less than 2/3rd of the total members of the Association.

#### 29. BINDINGS OF THE ASSOCIATION

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- a) The income and property of the Association shall be applied solely towards the promotion of the objectives of the Association as set forth in the Bye-laws and no portion thereof shall be paid, transferred or divided by way of bonus, dividend or otherwise directly or indirectly among the members of the Association.
- b) No member of the Executive Committee of the Association shall be appointed to any salaried post in the office of the Association. No remuneration shall be given by the Association to any member of the Executive Committee, except reimbursement of out of pocket expenses.
- c) The Association, by its constitution, is required to apply the profits, if any, or any other income to the promotion of its objectives.

### 30. SEAL OF THE ASSOCIATION

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The Association shall have a common seal and common letter pad in its name and style which shall remain in the custody of the Secretary. The Seal shall be affixed only under the authority of a specific resolution of the Executive committee in a Deed or any legal documents. The Seal will be affixed under the signature of President or Secretary in the presence of any two EC Members. Similarly, For all correspondences regarding KV-II AOA, letter pad is to be used under the signature of President/Secretary.

### 31. COMPLIANCE OF THE BYE-LAWS

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These bye-laws are set forth to comply with the requirements of the West Bengal Apartment Ownership Act, 1972, West Bengal Municipal Building Act, 1993 read with the provision of all amended acts and rules of West Bengal Registration and Regulation of Apartment Ownership Act there under. In case of any inconsistency between these Bye-laws and the provisions of the said Acts, the provisions of the West Bengal Apartment Ownership Act will prevail.



32. CERTIFICATE

It is certified that:-

- a) These Bye-Laws have brought into effect on .....th 2016, having been duly approved by the General Body on th , 2016.
- b) This is the correct and duly authentic copy of Bye-Laws of the Kendriya Vihar-II Apartment Owners' Association, Belgharia Expressway, Shaktigarh, Birati, Kolkata-700051
- c) An authenticated copy of these Bye-Laws will be submitted to the Competent Authority of West Bengal Apartment Ownership Act, Govt. of West Bengal upon registration of this society, with subsequent amendments, if any.

Place: Kolkata

Date:

(PRESIDENT)

(SECRETARY)

(TREASURER)

Witnesses:

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Two AOA (Ad-hoc) Members