

Memorandum of Association and Bye-laws
of
SRS Residency Residents Welfare Association Sector-88
FARIDABAD

Name of the Association will be: SRS Residency Residents Welfare Association Registered office
Address of the Association will be: Below C9 ramp, SRS Residency, Sector 88, Faridabad. (Haryana)

CHAPTER 1

1. Short title and Application:

- (i) These byelaws may be called the Byelaws of the SRS Residency Residents Welfare Association of the Residents of SRS Residency Sector 88, Faridabad which also shall be called as the **association of condominium for SRS Residency, Sector-88 Faridabad.**
- (ii) These byelaws shall apply to the members of the Association of Apartment Owners of the SRS Residency and the Housing Complex situated at Sector 88, Faridabad.
- (iii) All present owners, their successors-in-interest, tenants, future tenants or their employees or any other person who may use the facilities of the Housing Complex in any manner shall be bound by these the provisions set forth under these Byelaws.
- (iv) The acquisition of ownership or on rent of any independent dwelling units (hereinafter referred to as "Dwelling Unit") of the Complex or act of occupancy of any of the said units will signify that these byelaws are accepted, ratified and will be complied with.

2. Definitions:

Unless otherwise specified, all words and phrases used in these byelaws shall have the same meaning as ascribed to them under the Haryana Registration and Regulation of Societies Act, 2012 and the rules framed there under and the Haryana Apartment Ownership Act, 1983.

3. Haryana Apartment Ownership Act, 1983

The housing complex raised at Sector 88 Faridabad, District Faridabad, and known as the SRS Residency, is submitted to the provisions of the Act and the rules made there under.

4. Aims and Objects of the Association: The aims and objects of the Association shall be:-

- (i) to be and to act as the Association of Apartment Owners of the group housing building complex called the SRS Residency, (hereinafter called "complex") who have filed their respective declarations submitting their apartments to the provisions of the Act.
- (ii) to invest or deposit contributions and other moneys with the Association and to collect, call subscription, donations, sponsorships, membership fee, promotions and programs and from any other sources what so ever;
- (iii) to ensure that the complex is properly managed, maintained and administered in a manner compatible with the standards and expectations of the apartment owners;
- (iv) to provide for the maintenance, repair and/or replacement of fittings, fixtures, appurtenances or other property requiring maintenance, repair and replacement comprised in common areas and facilities by contribution made by the apartment owners, and if necessary, by raising loans for that purpose;
- (v) to retain and permit use of common facilities to outsiders against an approved charge and appropriate such income for the objects of the Association or its credit to a reserve fund;

[PRESIDENT]

[GEN. SECRETARY]

[TREASURER]

- (vi) to establish and conduct educational, physical, social and recreational activities for the benefit of the apartment owners on its own account or jointly with individuals or institutions;
- (vii) to hire/ appoint part time or fulltime employees to run the association or maintenance facilities and to frame rules regarding establishment of any service rules and/or provident fund/ESI for the benefit of full-time employees of the association, as required under the law of the land, after following the prescribed procedure; to do all things necessary or/ and otherwise provide for the attainment of the objects specified in these byelaws.
- (viii) to do all other works/services and/or things necessary and/or otherwise provide for the attainment of the objects specified in these byelaws and to fulfill the objects of these byelaws.
- (ix) The Association shall not act beyond the scope of its objects without suitably amending the provisions of these byelaws for the purpose.
- (x) To take over and maintain the CAM facilities of the Residency by entering into separate agreements with the service providers/builders and the apartment owners, deciding separate terms and conditions as deemed fit at the time of executing the agreements or tri-party agreement.

5. Affiliation

To get register the association or ask for membership or subscription or become member of any other association/federation or society by paying the necessary fee or on honorary basis as the case may be.

Chapter II

Membership and the Association of Apartment owners

6. Terms of admission of Members

- (i) Every person who owns an apartments in the SRS Residency, Sector 88, Faridabad and has executed respective declarations pursuant to Clause 3 of these Byelaws submitting the apartment to the provisions of Haryana Apartment Ownership Act, 1983, shall be a member of the Association, and shall pay a sum of **Five hundred rupees** as membership fee;
- (ii) Each owner, on being a member, shall be allotted **ONE** share of the face value of Rupees 500/- in respect of the each of the dwelling units under his ownership. Every apartment owner must hold at least one share of the Association and the Joint owners shall hold the share jointly.
- (iii) Each apartment owner shall receive a copy of the byelaws in electronic form for their reference, of which a hard copy may also be supplied on demand on payment of Rs. 100/-.
- (iv) On the death of an apartment owner, the apartment shall be transferred to the person or persons to whom the owner bequeaths the same by his or her nomination or will or to the legal heirs of his or her estate, in case he or she has not made any specific bequest of the apartment:
- (v) Where any legatee is a minor, the apartment owner shall appoint a guardian of such minor to exercise powers and perform the functions required under these byelaws.
- (vi) Upon transfer of ownership right by way of sale or gift to any third person other than the family transfer the member of the association has to obtain a no objection certificate from the Association for clearance of his/her dues towards the CAM or any other membership or facility charges. In case seller fails to obtain the NOC from the Association and transfer the ownership rights to any third party without clearing the dues than Purchaser has to clear the dues of the Association as stands pending against the name of seller. And if purchaser clears these dues of the Association the Purchaser has the right to claim these charges from the seller directly.

7. Joint Apartment Owners

Where an apartment has been allotted in favor of two or more persons jointly, they may be jointly entitled to the ownership of the apartment and the share of the Association in such case may be issued in their joint names. However, either of the one shall have the right to vote.

8. Disqualifications

No apartment owner shall be entitled to vote in the elections of members of the Governing Body or the President, Secretary, Treasurer or any other office bearer or be entitled to stand for election to such office if he or she has

not registered his/her name as the member of the association by paying the prescribed fee or he/she is in arrears of any payment to the Association on account of common maintenance charges, utility bill payments, common areas user charges etc. on the first day of the month of the election for more than 60 days.

9. Powers, Functions and Duties of Association:-

(i) The Association will be responsible for complete administration and/or maintenance of the common facilities and services of the apartment complex and shall be competent to exercise all powers in this behalf e.g. preparation and approval of the annual budget, determination and collection of monthly contributions from the members, placing demand for any additional contribution occasioned by any unforeseen liability, interacting with all government, semi-government or private agencies etc. in furtherance of the overall management of the apartment complex in an efficient manner.

(ii) The Association is entitled to take over the common area facilities and services from the builder or the maintenance agency and run the same at their own or call for the tenders from the third party to provide these services to the apartment owners at the best/reasonable/competitive monthly price.

(iii) Except as otherwise provided, resolutions of the Association shall require approval by a majority of owners, present and voting, casting their votes in the manner provided in clauses 17 and 18 of the byelaws.

10. Place of meetings –

Meetings of the Association shall be held either at the Housing Complex or any suitable place convenient to the owners as may from time to time be designated by the Association.

11. Annual General Meeting

The Annual General Meeting of the Association shall be held every year any time during the second quarter of the financial year (July to September) so as to consider, approve and adopt the annual accounts of the Association and transact all such business as it may be required to do.

12. Extra-ordinary or Special General Meetings

(i) The Association may hold its extra-ordinary or special general meetings as and when required. Provided that the Governing Body shall convene a special or extraordinary general meeting of the Association upon a requisition signed by 1/3rd of the members, or as & when so directed by the the District Registrar of Societies or the Housing Commissioner or any other officer duly authorized by them under the relevant statutes in this behalf.

(ii) The notice of any special general meeting shall state the date, time and place of such meeting and the purpose thereof.

13. Notice of Meetings

(i) A notice of 14 days, indicating the time, date and venue, shall be given to the members for any general meeting, provided that such notice may be of a shorter duration if not objected by at least 1/3rd of the members.

(ii) The notice of any general meeting sent by electronic mail to the email ID of the members shall be an accepted mode of service of such notice.

(iii) A copy of the notice of every general meeting, annual or special, shall also be endorsed to the office of the District Registrar and/or the Housing Commissioner, as the case may be. A hard copy of the said notice may be sent to the concerned offices of the District Registrar and/ or the Housing Commissioner, if these offices are not electronically connected.

14. Quorum and Voting

(i) The quorum for every general meeting, annual or special, shall be 30% of the members.

(ii) There shall be one vote for each apartment, which may be exercised by the joint member also.

(iii) Every vote, be it exercised by the member or by the joint member, shall be cast in person. Provided that the member may communicate such authority in favour of the spouse/parents/son/daughter of the member through authority letter/electronic mail by the flat owner with a copy thereof duly endorsed to the Secretary of the Association.

15. Adjourned Meetings. -

- (i) A general meeting of the Association may be adjourned if the quorum for such meeting is not complete
- (ii) It shall be competent for the Governing Body to convene an adjourned general meeting after a gap of not less than 48 hours of the meeting first convened and adjourned.
- (iii) If no quorum is present in the adjourned meeting, a total of 100 members present shall constitute the quorum and the matters decided.

16. Order of Business

The order of Business of any general meeting, annual or special, may be decided by the Governing Body or the members as deemed appropriate.

17. Special Resolution

Any matter required to be resolved through a Special Resolution may be decided at any general meeting, annual or special, which is attended by at least 40% of the total members and the proposal is approved by 3/5th of the members present and voting.

Chapter III **Office-bearers of the Association, election and their duties**

18. Office-bearers of the Association, tenure and their Election.

- (i) The Governing Body of the Association shall consist of 5 members comprising of President, a Vice-President, a Secretary, a Joint Secretary and a Treasurer duly elected by electoral college/general body
- (ii) The term of office of the office-bearers of the Association shall be two years.
- (iii) The electoral college will comprise of 5 members from each tower. The collage should consist of minimum 2 women members from each tower. The elected member should be owner/co owner/spouse/parents/son/daughter of the member of the dwelling unit from respective tower. The term of elected collegium members will be 2 years.
- (v) The Governing Body will/can nominate more committees/groups such as Youth committee or Cultural Group/Sports group audit committee of minimum 3 members in each committee amongst its members.
- (vi) The Governing Body will/can nominate two patrons to help and facilitate functioning.
- (vii) One person can become member of only one committee the term of all nominated member will be for one year. However they can be re-nominated by Governing Body.
- (viii) The nominated members will not have voting rights in functioning/decision making of association. Their role is limited to advising the Governing Body.
- (ix) Only owner/co-owner or provided that the member communicate such authority in favour of the spouse/parents/son/daughter of the member through authority letter/electronic mail by flat owner with a copy thereof duly endorsed to the Secretary of the Association, is eligible to represent.

19. Resignation, Suspension and Removal of Officer-bearers. -

- (i) A Governing Body member of the Association may, of his own volition, resigns from his/her position at any time. He/she shall continue to discharge his functions till such time his substitute is duly appointed.
- (ii) In case a majority of the electoral college express their lack of confidence in any office-bearer, for whatsoever reason, or continues uninformed absence from Governing Body meetings for three consecutive months they shall be competent to suspend such office-bearers from office till such time the matter is considered at the general body meeting of the Association for his removal and so resolved. Provided that the

Governing Body member shall convene a meeting of the general body as soon as possible, but not later than 45 days of such decision, to consider the removal of such office-bearer.

(iii) The successor of any office-bearer removed from the office shall be elected at the same meeting of the general body.

(iv) In case a 25% of the flat owners of any tower gives representation in writing to the president expressing their lack of confidence in any member of electoral college of that particular tower, the president shall call a meeting of all flat owners of such tower within 14 days to take the opinion of residents and in such meeting majority of members present if vote against the said member of electoral college, membership of that member will be cancelled and substitute of the same member will be elected in the same meeting.

20. President of the Association

(i) The President shall be the Chief Executive Officer of the Association and shall preside over all meetings of the Association and of the Governing Body.

(ii) The President shall have all the general powers and duties which are usually vested in a Chief Executive of an organization, including but not limited to the powers to constitute sub-committees of members for attending to various tasks in furtherance to the aims and objects of the Association.

21. Vice President

(i) The Vice President shall perform such functions as are assigned to him by the Governing Body from time to time.

(ii) Officiate as the President and preside over the meetings of the Association and the Governing Body during any temporary absence of the President.

22. Secretary

(i) He shall be the overall in-charge of the secretarial functions of the Association and the Governing Body;

(ii) He shall issue notices for the meetings of the Association, the Governing Body, record the proceedings of all such meetings and maintain various registers as are required to be maintained in this behalf.

(iii) He shall be the custodian of all such books and records of the Association and the Governing Body, as the Governing Body may direct.

23. Joint Secretary

He shall assist the Secretary of the Association in discharge of his duties and responsibilities

24. Treasurer

(i) He shall be responsible for management of the finances and accounts of the Association, receipts and expenditure, bank accounts, maintenance of all books of accounts, investment of surplus funds and audit of the accounts of the Association.

(ii) He shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association, in such depositories, as may from time to time be decided by the Governing Body.

Chapter IV

Constitution of the Governing Body, its functions and powers

25. Governing Body and its mandate

(i) The affairs of the Association shall be managed by a 'Governing Body', comprising of five office-bearers, who shall be elected by the members of the Electoral College for a term of two years.

(ii) The office-bearers of the Governing Body shall be the office-bearers of the Association also.

(iii) The Governing Body shall act as the trustees of the members of the Association and be responsible for the overall management of the assets of the Association, operation and management of all its common facilities and the housing complex as a whole, and shall exercise all powers as are required to be exercised in the efficient discharge of its functions and responsibilities;

- (iv) The Governing Body shall discharge its functions and duties following the principles of collective responsibility and the designations of any office bearers are not meant to create any hierarchy;
- (v) The Governing Body may appoint such sub-committees of members from time to time, as may be considered necessary, with such terms as it may deem appropriate in exercise of powers and discharge of duties for the administration of the affairs of the Association.
- (vi) The Governing Body may co-opt or appoint such persons as members of any such subcommittee who possess special knowledge of any area to provide any expert assistance to any such committee.
- (vii) Any sub-committee appointed by the Governing Body, with or without any expert, shall submit its report to the Governing Body, upon which the Governing Body may take such action as deemed appropriate.
- (viii) The Governing Body shall be responsible for preparation of the Annual Accounts and shall present an Annual Report of its activities before the Association in its Annual General body Meeting.

26. Duties, functions and powers of the Governing Body

The Governing Body shall, in addition to the duties and responsibilities assigned under these byelaws or by resolution of the Association, be responsible for the following, among other things:

- (i) The care, upkeep and surveillance of the apartment complex of the SRS Residency, and the common areas and facilities and the restricted common areas and facilities;
- (ii) Determination and collection of the monthly maintenance charges from the apartment owners;
- (iii) Raise bills, receive the amount and deposit the same with the appropriate authority on account of monthly water and electricity bills;
- (iv) Levy and collection of user charges for use of restricted common facilities as may be decided by the Association from time to time;
- (v) Determination and collection of ownership transfer fee of the flat.
- (vi) Designation, employment, payment of remuneration and dismissal of personnel or service provider(s) necessary for the maintenance and operation of the apartment complex of the SRS Residency, its common areas and facilities and the restricted common areas and facilities;
- (vii) Provide for the manner in which the accounts of the Association shall be maintained and its audit shall be carried out;
- (viii) Inspect and examine the records and accounts kept by or under the supervision of the Secretary and/or the Treasurer so as to ensure that these are maintained in the manner as prescribed;
- (ix) Take steps for timely payment of all obligations and the recovery of all sums due to the Association;
- (x) Approve or sanction working expenses, maintenance of cash balance and deal with other miscellaneous business;
- (xi) Ensure that the cash book is written promptly and is signed daily by one of the members of the Governing Body authorized in this behalf;
- (xii) Appropriately deal with the complaints concerning the above;
- (xiii) Perform all other functions as may be decided, from time to time, by the Association for the maintenance, repair and replacement of the fittings, fixtures, appurtenances or other property requiring maintenance, repair and replacement comprised in common areas and facilities and the restricted common areas and facilities.

27. Restrictions for an office-bearer or member from receiving any benefits

No office-bearer or member of the Association or the Governing Body shall be appointed to any salaried office of the Society, and shall not be paid any fees or remuneration for the services rendered by him; Provided that the office-bearers and/or the members shall be entitled to claim reimbursement of actual travel and out of pocket expenses incurred by them in connection with any work related to the Association, and interest on any money lent to the society for overcoming any temporary requirements.

28. Vacancies in the Governing Body

Any vacancy in the Governing Body, caused by any reason other than the removal of an officebearer, may be filled-up by the remaining office-bearers of the Governing Body by nomination as an intervening measure, which shall be placed before the Association in its next general meeting for ratification or election of such office-bearer.



29. Engagement of Agencies, Service Provider, Estate Manager and other officials

- (i) The Governing Body may engage one or more service providing agencies for performance of such functions or delivery of such services and for such compensation as it may determine for the purpose.
- (ii) The Governing Body may engage or employ individuals, on full-time or part-time basis in the employment of the Association, for a remuneration or compensation as determined by the Governing Body, and performance of such duties and services as may be decided by the Governing Body.
- (iii) The Governing Body may require all or any of the employees of the Association to furnish a fidelity bond.

Chapter V

Meetings of the Governing Body –Notices, Agenda, Quorum, and Proceedings

30. Meetings of the Governing Body

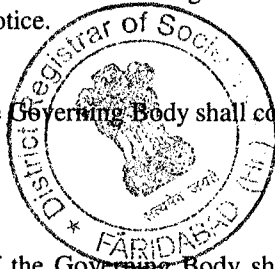
- (i) The first meeting of the newly elected Governing Body shall be held within 30 days of such election at such place as shall be fixed by the Governing Body.
- (ii) The Governing Body may hold its meeting as and when required subject to the condition that it shall meet at least once every quarter and hold a minimum of four meetings in a financial year.

31. Notice for the Meetings of the Governing Body

Every meeting of the Governing Body shall entail a notice of at least three days, circulated in electronic or physical mode, as the case may be, along with the tentative agenda of the business to be transacted at such meeting. Provided that the notice period may be waived in emergent circumstances if a majority of the office-bearers agree to hold the meeting at a shorter notice.

32. Quorum

At least 60% or minimum three members of the Governing Body shall constitute the quorum for any meeting.



33. Proceedings of Meetings

- (i) Proceedings of each and every meeting of the Governing Body shall be recorded by the Secretary and signed by the Secretary and the President;
- (ii) The proceedings of meetings, signed by the Secretary and the President, shall be maintained in the form of a register of proceedings;
- (iii) The proceedings may be circulated amongst the Governing Body members by electronic mode and hard copies thereof shall be endorsed to concerned authorities, as required.

Chapter VI

Funds, Accounts and Audit

34. Funds: The Association may raise funds through all or any of the following sources, namely: -

- (i) Transfers from the savings available in the Capital Account of the SRS Residency, if any;
- (ii) Membership fee and by issue of shares;
- (iii) Contributions, assessments, user charges and donations from the apartment owners;
- (iv) Revenue Surpluses which may form the nucleus of the Reserve Fund;
- (v) Loans, if necessary, subject to such terms and conditions as the Association may determine with the approval of the Competent Authority in this behalf.
- (vi) Subscriptions/sponsorship charges or grants from Govt/semi Govt or private agencies.

35. Investments - The Association may invest or deposit its funds in one or more of the following:-

- (i) In a Co-operative Bank or a Scheduled Bank or a Post-office Savings Account,
or
- (ii) In any of the securities specified in Section 20 of the Indian Trust Act, 1982;

or

(iii) In any other manner as resolved by the Association.

36. Deployment of funds

The income and property of the Association shall be applied solely towards promotion of the aims and objects of the Association as set forth in the Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, to the members of the Association.

37. Maintenance of Accounts


- (i) The Association may open separate bank accounts for separate purposes and maintain proper accounts of credits to and debits from each such account.
- (ii) The Secretary or the Treasurer may keep an amount, not exceeding Rs.20,000/-, in cash at all times with them or with the Manager in order to defray any or all such petty expenses for which payments may not be feasible through bank instruments.
- (iii) All payments exceeding Rs. 10,000/-, in so far as possible, shall be made by cheque signed by the President and Secretary or the President and Treasurer of the Association.
- (iv) Cheques for any payment shall be signed jointly by the President and Secretary or President and the Treasurer.
- (v) The Governing Body shall maintain a pass-book in respect of every member in electronic or physical form containing particulars of the amount due from a member (in respect of common maintenance charges, utility bills, user charges, or any other demand), the payments made, the balance towards or against the member/ Association, as the case may be. Copies of the accounts so maintained shall be made available to the members on demand during the Annual general Meeting of the Association or at any stage, for which the Association may determine a fee.
- (vi) The Association will maintain the accounts in the shape of cash book, bank book, vouchers, receipts and payments slips, journal book for each financial year and the accounts will be maintained from April 1 to March 31.

38. Annual Accounts

- (i) The Governing Body shall prepare annual accounts of the Association as at the end of a financial year i.e on 31st March (from April 1 to March 31) of each year, as soon as possible, but in any case on or before the 30th June of the following year.
- (ii) The Annual Accounts shall contain (a) the receipts and expenditure statement of the previous financial year; (b) surplus or deficit account; and (c) a summary of the property and assets and liabilities of the common areas and facilities of the Association giving such particulars as will disclose the general nature of these liabilities and assets and how the value of fixed assets has been arrived at.

39. Audit of Accounts

- (i) The Annual Accounts shall be submitted for Audit by a Chartered Accountant engaged by the Governing Body, such Chartered Accountant not being a member of the Association or a close relative of any of the members;
- (ii) The Auditors shall audit the accounts of the Association, with or without any qualifications, and submit their report thereon.
- (iii) The audited financial statement shall be open to inspection by any member of the Association during office hours and in the office of the Association and a copy thereof shall be placed before the Annual General Meeting for its approval and adoption.
- (iv) Every financial statement shall be accompanied by a complete list of the apartment owners, along with the amount receivable from or payable to the members.
- (v) A copy of the Annual Audited Accounts shall be filed in the office of the District Registrar in the form and manner prescribed under the relevant law.



40. Appointment of Auditor and related matters.-

- (i) The Association shall appoint a registered Chartered Accountant or a firm of Chartered Accountants as the auditor at its Annual General Meeting along with the determination of the remuneration there for.
- (ii) The Governing Body of Management shall extend full assistance to the Auditor and make all such documents and records available to him as may be required for the same;
- (iii) The Auditor shall conduct the audit of the accounts of the Association in accordance with the accepted Accounting Standards, along with or without any qualifications or advisory to the Association for the proper upkeep of accounts.
- (iv) The auditor shall be entitled to call for and examine any papers or documents belonging to the Association covering the complete scope of activities of the Association.

Chapter VII

Mortgages

41. Notice about Mortgage and related information

- (i) A member, who mortgages his or her dwelling unit in favour of any financial institution, shall notify the Association through its Secretary, the name and address of his or her mortgagees, and the Association shall maintain such information in a book entitled "Mortgagees of Units."
- (ii) The member shall also notify the Association about the status of mortgage of the dwelling unit, and its vacation.
- (iii) The Association may, at the request of the Mortgagee of a unit, report any unpaid assessments or charges due from the owner of such unit.

Chapter VIII

Determination of contributions from Members for Common Maintenance of facilities, user charges and utility payments

42. Members to contribute for various charges

- (i) The Association shall determine the rates of various charges to be contributed by the members on account of all or any of the following:
 - (a) Charges for the maintenance of common areas and facilities e.g. security, cleaning, garbage disposal, horticulture, electrical and plumbing services, AMCs of various facilities e.g. lifts, Gen-set etc.;
 - (b) Charges for use of common facilities e.g. Gym, Indoor games, lounge, terrace with lounge, common kitchen area, lawns etc;
 - (c) Utility charges i.e. electricity bills of individual dwelling units (if the power is being supplied to the Association Complex from a HT Connection), water charges etc.;
 - (d) Contribution to the Reserve Fund for meeting major repairs and renovation works required for the common areas of the complex;
 - (e) Costs towards payment of insurance premium to cover the risk against various eventualities e.g. fire, earthquakes, calamity, strike by any terrorist action etc;
 - (f) Any taxes or fees or cess payable to the local Municipal Corporation;
 - (g) Any other charges not specifically covered under the above.
- (ii) All expenditure incurred on the maintenance of the common facilities and services of the housing complex shall be recoverable from and payable by the members on a prorated basis



Chapter IX

Obligations of the Apartment Owners

43. Obligation to timely payment of all charges and contributions

Each and every owner of an apartment in the Housing Complex, who is also a member of the Association, shall be under obligation at all times to pay the common maintenance charges and user charges as determined by the Association from time to time and the utility bills in respect of electricity and water consumption without being in arrears.

44. Observance of duties and responsibilities

The apartment owners shall be obliged to observe their duties and obligations as set out herein and any violation of the same shall make them liable to fine and /or for forfeiture of their rights as may be determined by the Association at its meeting or by any special committee appointed by them in this regard.

45. Enforcement of obligations

In case any member is in arrears of payment of his obligations for a period of 60 days or more, the Governing Body shall be competent to take all measures for the recovery of such arrears of the monthly maintenance charges, or monthly utility bills (electricity and related charges) and other user charges, including coercive measures by taking recourse to disconnection of electricity and water supply to the dwelling unit, blocking its sewage outflow, and denial of access to the use of common facilities including the lifts.

46. Maintenance and repairs of individual dwelling units

(i) All repair, renovation and replacement of internal installations within the area of the individual dwelling unit e.g. water, light, gas, power, sewage, telephones, air-conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be carried out by the apartment owner at his own expense;

(ii) Every apartment owner shall promptly undertake the maintenance and repair work in respect of any installation within his own dwelling unit, which if not attended promptly, may have an adverse effect on the dwelling units of other members or the common areas of the housing complex;

(iii) Should there be caused any damage or injury to the common areas or facilities in the process of internal works in any apartment, the owner shall either get the same restored to its condition at his own expense or be liable to pay and reimburse the expenditure incurred by the Association on getting such damages repaired.

(iv) The apartment owner 'A' shall either reimburse and compensate the owner of another apartment 'B' for any damage or injury caused to his (B's) apartment in the process of repairs carried out in his (A's) apartment or get the same repaired at his cost to the satisfaction of the affected owner.

(v) No apartment owner shall make any structural modifications or alteration in his/her unit or installations located within the apartment without previously notifying the Association in writing, through the Secretary of the Governing Body, and securing prior permission of the Governing Body for such modifications and alterations. Provided that the elevation and engineering structure of the building will not be changed under any circumstances, provided further that any change affecting any other apartment will not be permitted.

(vi) The Governing Body shall respond to any request received under sub-clause (iii) above at the earliest but not exceeding thirty days. In case no response is received to the contrary within 30 days, it shall be deemed that there is no objection to the proposed modification, alteration or installation.

47. Use of Independent units and liability for violation

(i) All the apartments/ dwelling units shall be used for residential purposes only as permissible under the regulations of (the competent Authority) from time to time.

(ii) Any financial or other liability arising out of violation of the usage condition shall have to be borne by the apartment owner who violates this condition;



48. Use of Common areas and facilities and restricted common areas and facilities.

- (i) No member shall place or cause or allowed to be placed any furniture, packages or objects of any kind in the lobbies, vestibules, stairways, elevators and other areas of the SRS Residency Complex and facilities of a similar nature both common and restricted, that may impede or expected to impede the smooth movement of persons or goods or may cause inconvenience to the residents.
- (ii) The common or restricted areas shall not be used for any purpose e.g storage or construction work, except where specifically authorized by the Association, other than for normal transit and circulation.
- (iii) The SRS Residency Complex has provision for elevators earmarked for the use of apartment owners/ tenants and their guests
- (iv) Owners, tenants and their workmen shall use the freight or service elevator only for carrying any packages, merchandise or construction material or any such other objects which may effect the comfort or well being of the passengers of the elevators dedicated for the use of owners, occupants and guests. The users shall exercise due care and caution and ensure that no damage or defacing is caused to any of the lifts during the use thereof.

49. Right of access and entry in emergency and normal conditions

- (i) Every apartment owner shall ensure unhindered access to the Manager or any workmen employed by the Governing Body to attend to any emergent situation arising from electrical installations or any such thing which might threaten the safety of his apartment or any other apartment whether in his presence or absence.
- (ii) An owner shall permit other owners or their representative, when so required, to enter his dwelling unit for the purpose of installation, alteration, or repairs to the mechanical or electrical services, provided, that requests for entry are made in advance and that such entry is at a time convenient to the owner; but in case of emergency, such right of entry shall be immediate.

50. Code of Conduct for the apartment owners/ residents

- (i) It shall be the responsibility of every apartment owner/ resident to ensure that:
 - (a) his/ her apartment is not used for any unlawful, illegal, immoral or anti-national activity;
 - (b) the laws, rules and instructions of the police and or any law enforcement agency regarding verification of their tenants and foreign nationals are duly complied with.
- (ii) All the apartment owners and/or residents including the tenants of the SRS Residency Complex and their domestic help, if any, are obliged to maintain at all times a wholesome family environment in the complex.
- (iii) No owner or resident of the SRS Residency Complex shall post any advertisement or posters of any kind in or on the building except as authorized by the Association.
- (iv) The apartment owners/ residents may notify the security staff at the gate in advance if they are expecting any guests or any maintenance staff or any other person. The guests, visitors and maintenance workers etc. are required to sign the visitor's register at the entrance gate, failing which entry to the Housing Complex may be denied by the Security staff.
- (v) Consumption of alcohol or any intoxicants etc. by the residents and /or their guests and domestic staff in the common areas, and smoking in the lifts is strictly prohibited.
- (vi) The apartment owners/ residents shall:
 - (a) contain and confine the noise level caused by any construction, maintenance and repairs in any apartment or use of musical instruments, radios, television, amplifiers and any other devices so as to ensure that other residents are not disturbed in peaceful enjoyment of their privacy;
 - (b) ensure that the domestic pets, if any, are kept strictly following the safety & sanitation norms, and managed & maintained as per the Municipal byelaws or regulations;
 - (c) not dust rugs, carpets etc. from the windows and balconies, or to clean rugs, carpets etc. by beating on the exterior part of the SRS Residency building;
 - (d) not throw or drop any garbage or trash or litter outside the disposal installations provided for such purpose in the service areas or any water from the windows/ balconies etc;
 - (e) collect all garbage or solid/ semi solid municipal waste in a container and dispose it off in the Municipal dust-bin, if no such installation is provided;
 - (f) lay or install or cause to be laid/ installed any wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc. on the exterior of the Complex building or that protrude through the wall or the roof of the building except as authorized by the Association.

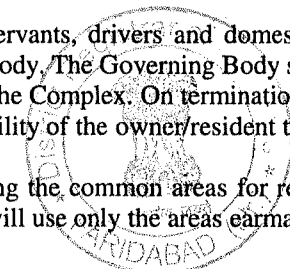


51. Parking of Vehicles: The apartment owners/ residents/ tenants shall follow the following guidelines in this behalf:

- (i) As car parking slots are earmarked for each apartment, parking stickers shall be issued for each apartment for regular overnight parking of vehicles inside the building complex. These stickers will be displayed on the front windscreen of the cars of the residents.
- (ii) Entrance and parking of any additional vehicle on a regular basis for any apartment inside the Complex will be regulated by the Governing Body.
- (iii) It is expected that every owner/ resident shall park or cause to be parked his cars at the assigned parking slot specifically allotted to an apartment.
- (iv) All the apartment owners and residents are expected to ensure that their vehicles or taxis are not parked in the main drive-way except for drop and pick-up facility of the passengers;
- (v) The rear-setback area of the complex may be used as the floating car parking space during the day time only;
- (vi) No owner or resident shall park or allow his vehicles to be parked in the drive-ways/ pathways demarcated for the movement of vehicles in the basement, or park two-wheelers in the area earmarked for four-wheelers.

52. Domestic Staff (servants, drivers, cleaners, cooks and domestic workers etc.)

- (i) Apartment owners/ residents are required to get the servants, drivers, cleaners, cooks and domestic workers (henceforth to be referred as the domestic staff) employed by them verified by the local police and to submit a copy of the police verification to the Governing Body. Entry to the Housing Complex may be denied to the domestic staff not verified by the local police.
- (ii) The names and other particulars of the servants, drivers and domestic staff employed by the residents should be supplied by them to the Governing Body. The Governing Body shall issue identity cards to them that must be carried by the domestic staff while in 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 the Governing Body and to return the identity card.
- (iii) 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.



Chapter X

Other General matters

53. Compliance

These byelaws are set forth to comply with the requirements of the Haryana Registration and Regulation of Societies Act, 2012 read with the provisions of Haryana Apartment Ownership Act, 1983 and the rules framed there under. In case of any inconsistency between these byelaws and the provisions of the said Acts, the provisions of the Acts will apply.

54. Seal of the Association

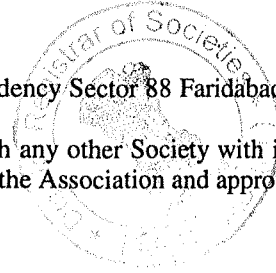
The Association shall have a common seal which shall be in the custody of the Secretary and shall be used only under the authority of a resolution of the Governing Body and every deed or instrument to which the seal is affixed shall be attested for or on behalf of the Association by two members of the Governing Body and the Secretary or any other person authorized by the Association in that behalf.

55. Amendment of the Memorandum and/ or Byelaws of the Association

The Memorandum of Association or the Byelaws may be amended through a special resolution passed in a general meeting of the Association by 3/5th of the members present and voting. Provided that where a member is unable to attend the meeting in person, he may communicate his concurrence or reservation to the amendment to the memorandum or the Byelaws, as the case may be, by electronic means or letter at least one day prior to the date of the meeting, which shall be read out by the Secretary in the meeting.

56. Amalgamation or Dissolution of the Association

- (i) The Association of Apartment Owners of the SRS Residency Sector 88 Faridabad is a body corporate with perpetual succession and not likely to be dissolved;
- (ii) The Association, may, however, amalgamate itself with any other Society with identical aims and objects through a special resolution passed in a general meeting of the Association and approved by at least 3/5th of the members present and voting.



PRESIDENT

GEN. SECRETORY

TREASURER