

**SANDEEP VIHAR (AWHO) WELFARE & MAINTENANCE SOCIETY (GHS-79)
SECTOR-20, PANCHKULA-134116 (HARYANA)**

Preface to Bye Laws

Army Welfare Housing Organisation (AWHO) set up in 1978, a Society registered with Registrar of Societies, Delhi under the Societies Registration Act XXI of 1860, having its Registered Office at South Hutment, Kashmir House, Rajaji Marg, New Delhi-110011, was allotted (at usual rates) residential land measuring 52000 Sq Mtr by Haryana Urban Development Authority (HUDA) under sub-regulation 5 of the HUDA (Disposal of Land and Building) Regulation 1978 in the urban area of plot No. GHS-79 in Sector 20 Panchkula vide Memo No. 3836 dated 21-2-97. The Conveyance Deed in respect of land allotted was executed between HUDA and AWHO and registered in the Sub-Registrar Office, Panchkula vide Book No. 1 Vol No. 12 on page 29 to 37 at No.107 dated 01.02.2002. AWHO has also submitted Deed of Declaration and the same is registered vide Registration No. 1822 dated 01.02.2002 in the office of Sub-Registrar, Panchkula.

2. The AWHO constructed 556 dwelling units comprising of 140 'Four Bed Room' Deluxe flats; 348 'Three Bed Room' Economy flats; 56 'Two Bed Room' Utility flats and 12 'Two Bed Room' Thrifty flats under self-financing scheme named "Sandeep Vihar (AWHO)", GHS-79, Sector-20, Panchkula.

3. The Sandeep Vihar (AWHO), Welfare & Maintenance Society (GHS-79), Sector-20, Panchkula was registered with the District Registrar of Firms and Societies, Panchkula (Haryana) vide Registration No. 86 dated 12-10-2009 under Societies Act 1860 (Act No. XXV of 1860) and re-registered vide Registration No. 00132 dated 21st May 2013 under the Haryana Registration and Regulation of Societies Act, 2012 (Haryana Act No. 1 of 2012) having its office at Society's Office, Sandeep Vihar (AWHO) GHS-79, Sector-20, Panchkula.

4. In the multi-storey buildings/apartments wherein residents belonging to different backgrounds - religious, social, cultural and economic diversities, HUDA/AWHO enjoins upon the Group Housing Societies to frame certain Bye-laws commonly applicable to all segments of populace/residents to garner co-operation, to have tolerance towards fellow residents and to endeavour for achieving harmonious co-existence, whilst satisfactorily maintaining at all times the common assets of the Society through a medium called as Managing Committee.

5. These Bye-Laws are, therefore, now promulgated for the information, proper guidance and compliance of all the residents/members and their families etc. residing in "Sandeep Vihar (AWHO)", GHS-79, Sector-20, Panchkula-134 116 and are duly approved during the meeting of General Body of the Society (GHS-79) specially convened for this purpose on 06th July 2014 as per the directions/guidelines of AWHO New Delhi and provisions of the Haryana Registration and Regulation of Societies Act 2012 .

		(GHS-79) Stamped
Sd/x x x (Subhash Chander Pathania) General Secretary	Sd/x x x (Lt Col Retd Kulwant Singh) Treasurer	Sd/x x x (Brig Retd Sarjit Singh) President

**SANDEEP VIHAR (AWHO) WELFARE & MAINTENANCE SOCIETY (GHS-79)
SECTOR-20, PANCHKULA-134116 (HARYANA)**

BYE-LAWS

CHAPTER -1

1. Short title and Application:

- (i) These bye-laws may be called the Bye-laws of Sandeep Vihar (AWHO) Welfare & Maintenance Society (GHS-79), Sector-20, Panchkula-134116 (Haryana);
- (ii) These Bye-laws shall apply to members of Sandeep Vihar (AWHO) Welfare & Maintenance Society (GHS-79), and the housing complex situated at Sandeep Vihar (AWHO), Sector-20, Panchkula-134116 (Haryana). Registered office of the Society will be the Society Office of Sandeep Vihar (AWHO) Welfare & Maintenance Society (GHS-79), Sector-20, Panchkula-134116 (Haryana);
- (iii) All present owners, their successors-in-interest, tenants, future tenants or their employees or any other person who may use the facilities of this Housing Complex in any manner shall be bound by the provisions set forth under these Bye-laws which would be read in conjunction with AWHO Rules as laid down in Master Brochure 1987 (as amended from time to time);
- (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 bye-laws are accepted, ratified and will be complied with;
- (v) These Bye-laws super-cede all the previous Bye-laws issued earlier.

2. Definitions:

- (i) Army Welfare Housing Organisation (AHWO) means "Organisation", which is registered as Society under Societies Registration Act, XXI of 1860 under certificate issued by the Registrar of Societies, Delhi and its main object is to promote housing schemes for Army personnel at "No Profit No Loss" on all India basis including the Sandeep Vihar Housing Complex, Sector-20, Panchkula ;
- (ii) Unless otherwise specified, all words and phrases used in these Bye-laws shall have the same meaning as ascribed to them under the Haryana Registration and Regulation of Societies Act, 2012; Haryana Registration and Regulation of Societies (Amendment) Act, 2013 and the Rules framed there under and the Haryana Apartment Ownership Act, 1983.
- (iii) "Society" means Sandeep Vihar (AWHO) Welfare & Maintenance Society (GHS-79), Sector-20, Panchkula-134116 (Haryana) duly registered under the Act.
- (iv) "Bye-laws" means the Bye-laws of the Society;
- (v) "Memorandum" means the Memorandum of Association of the Society.
- (vi) "Member" means the member of Sandeep Vihar (AWHO) Welfare & Maintenance Society (GHS-79), Sector-20, Panchkula-134116 (Haryana); ;

- (vii) “Collegium” means an intermediate body consisting of elected representatives of members of the Society constituted as such, as the number of members exceeds three hundred and shall act as the General Body for all intents and purposes;
- (viii) “Managing Committee” means the Managing Committee constituted or elected by the members of the General Body/Collegium from amongst themselves, and is responsible for the management of day-to-day affairs of the Society;
- (ix) Elected member means a member of the Society who is duly elected to the Collegium or as an office-bearer of the Managing Committee of the Society.
- (x) Office bearer means and includes the President, Vice-President, General Secretary, Joint Secretary, Treasurer or any/all other members of the Managing Committee empowered under the Bye-laws to give directions in regard to the conduct of the business of the Society;
- (xi) “Annual General Body Meetings” and “Extra-ordinary General Body Meetings” means such “General Body Meetings” of the Society as are convened and held under the Society’s Bye-laws in force.
- (xii) “Meeting” means all such meetings other than Annual General Body Meetings and Extra-ordinary General Body Meetings of the Society.
- (xiii) The “Resolution” means a Resolution of the Society as may be determined by the Managing Committee/these Bye-laws from time to time.
- (xiv) “Special resolution” means a resolution passed in a meeting of the General Body/ Collegium, in which at least forty per cent (40%) of the members entitled to vote are present and the resolution is approved by three-fifth (3/5th) of the members so present and voting;
- (xv) Financial year means the period commencing from the 1st day of the month of April of a year and ending with the 31st day of the month of March of the following year;
- (xvi) Each dwelling unit shall be called a “Flat” or “Apartment”.
- (xvii) Owner means the person(s) who has/have purchased the undivided share of apartment/flat from the AWHO or got it through any conveyance or by Will/legally from his/her parents/ family members or through the sale-purchase norms as stipulated under the relevant provisions of these Bye-laws/AWHO guidelines.
- (xviii) Tenant means the person (including his/her family and servants) occupying the apartment on payment of the rent as fixed by the owner of the apartment.

3. Haryana Apartment Ownership Act, 1983:

The housing complex raised at Sector-20 Panchkula, District Panchkula, and known as the Sandeep Vihar (AWHO), is submitted to the provisions of the Act and the rules made there under.

4. Aims and Objectives of the Society:

The aims and objectives of the Society shall be:-

- (i) To be and to act as the Association of Apartment Owners of the group housing building complex called Sandeep Vihar (AWHO) (hereinafter called "complex") who deemed to have filed their respective declarations submitting their apartments to the provisions of the Act by ratifying these Bye-laws w.e.f. 06th July 2014.
- (ii) To take possession/ownership of the common immovable and movable properties including all the common buildings, land/grounds and internal roads together with all fixtures/machinery/ equipments/lifts, gensets, panels, electrical, water, sewage, fire-fighting etc. systems for common services and any/all other assets of Sandeep Vihar Housing Complex (GHS-79), on transfer from Army Welfare Housing Organisation, New Delhi and ensure to maintain and develop the same in a manner compatible with the standards and expectations of apartment owners/residents.
- (iii) To raise funds and receive contributions from its members on accounts of members' corpus fund, maintenance charges, development funds, besides donations/grants, rents and miscellaneous receipts from shops, stalls, canopies, swimming pool/community centre etc. and invest/deposit/expend them for the services, welfare and benefits of its Apartment owners/residents.
- (iv) To recover from members and pay all ground rents, fees and taxes for common facilities.
- (v) To provide for the overall security of the residential complex, maintenance, repair and replacement of fittings, fixtures, appurtenances or other property requiring maintenance, repair and replacement comprised in common areas including grit wash on outer walls of the apartment and on other facilities by contributions made by the apartment owners, and if necessary, by raising loans for that purpose.
- (vi) To retain and permit use of common facilities to Members/outside against an approved charge and appropriate such income for the objectives of the Society or its credit to a reserve fund.
- (vii) To establish, conduct and carry out on its own account (independently or jointly) with individuals or institutions. educational, physical, social, sports, cultural, recreational medical and public health, water works/solar energy harnessing systems and allied facilities such a clubs, cinema shows, opening of ATM/Bank, milk booth, arboriculture/plantation/parks, vegetable booth/retail outlet, grocery shops, post office, Cable TV system, Inter-com/telephone exchange for the benefit of the apartment owners/residents.
- (viii) To promote and safeguard consumer rights and interest of the members/residents of this Society and to look after their grievances in the matter of supply and distribution of essential commodities.
- (ix) To maintain adequate staff for running the affairs of the Society and frame rules regarding establishment of any provident fund for the benefit of full-time employees of the Society if, when and as required under the law of the land, after following the prescribed procedure.
- (x) To act as a forum of the owners of the apartments to address the common and genuine grievances of the members of the Society and redressal of the same to Government, Quasi Government, Judicial, Statutory and other bodies including local bodies and organizations.

- (xi) To represent the members of the Society in all matters pertaining to their common properties and rights and to negotiate/carry on litigation, settlement or compromise with third parties on any matter affecting their common rights, properties and welfare/well being.
- (xii) To represent the Society in ensuring compliance with stipulated conditions in all matters of construction and accounts by the AWHO.
- (xiii) To act as a controlling body to monitor and ensure the Rights and Obligations of the members/residents as laid down in Chapter IX of these Bye-laws.
- (xiv) To settle differences, if any, amicably among the residents in matters affecting their common welfare and well being
- (xv) To provide for and do all and any of the matters provided in sub-section (2) of Section 16 of Act namely, The Haryana Apartment Ownership Act 1983.
- (xvi) To do all such things as are necessary, incidental or conducive to provide for and attainment of the objectives specified in these bye-laws.

5. Affiliation:

Should there be any Federation of apartment owners in the locality in which the Sandeep Vihar (AWHO) is situated, the Society may become a member thereof and pay the sums from time to time payable to such Federation under the rules thereof.

Chapter II

Membership and the Society Association of Apartment Owners

6. Terms of admission of Members:

- (i) Sandeep Vihar (AWHO) was developed by Army Welfare Housing Organisation (AWHO) New Delhi to provide dwelling units to Army personnel on self financing basis. Sandeep Vihar (AWHO) was formed after the apartments were ready for occupation and were allotted to the owners by AWHO. No shares were issued. However, Rupees twenty thousand only (Rs. 20,000/-) were contributed by each allottee towards Corpus Fund.
- (ii) Every person who owns an apartment in the Sandeep Vihar (AWHO) Complex shall be deemed to have executed respective declarations pursuant to clause 3 of these bye-laws submitting the apartment to the provisions of Haryana Apartment Ownership Act 1983 and, therefore, shall be a member of the Society who will have to abide by the provisions of the Bye-laws of the Society/AWHO guidelines.
- (iii) As such the Society consists of a maximum of 556 (Five hundred and fifty six) members. In order to be a member of the Society, a person must :-
 - a) be an Owner of a flat in the Society;
 - b) be of minimum 21 years of age on the date of admission;
 - c) subscribe to the aims and objectives of the Society;
 - d) have deposited the requisite maintenance charges and other dues payable to the Society;
 - e) not be an insolvent and of unsound mind.

- (iv) Upon any apartment owner transferring his/her apartment by way of any will, gift or sale, or an apartment becoming liable to transfer on account of natural inheritance, the successor-in-interest shall automatically become a member of the Society, and shall be admitted as a member on payment of the applicable membership fee; provided that any transfer of the apartment by way of sale to a third party, other than those involving family transfers, shall require NOC/prior approval of the Society and AWHO New Delhi. Further provided that wherever any such transfer is permitted to a third party, the seller/ transferor or the buyer /transferee, as mutually settled between the parties, shall also be liable to pay a one time transfer fee, contribution to Long Term Development Fund/Corpus Fund, Service charges, other contributions or fees etc., as laid down by the General Body, to the Society. However, for disposal of property (Dwelling Unit), provisions laid down in paragraphs 80 to 84 of AWHO Master Brochure July 1987, as amended from time to time, shall be strictly complied with.
- (v) 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.
- (vi) 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 bye-laws.
- (vii) An application as per Form X of the Rules shall be submitted for admission as a new member/transferee.
- (viii) Managing committee shall issue an identity card to all the members as per Form XI of the Rules. Cost of the same shall be recovered from the members.
- (ix) Each member shall have right to vote, to be cast in person. No proxy is allowed.
- (x) Each apartment owner shall receive a copy of these bye-laws (coming into effect from 06th July 2014) in electronic form for their reference, of which a hard copy may also be supplied on demand at a price of Rs. 100/- (Rs. One hundred only).

7. **Joint Apartment Owners:**

Where an allotted apartment has been jointly registered, the concerned persons may be jointly entitled to the ownership of the apartment and the membership of the Society in such case may be issued in their joint names. However, the person whose name stands first in the registered conveyance/sale deed shall have all rights of membership together with all relevant obligations, **provided that such person, whose name stands first in the registered Conveyance/sale deed, may transfer such rights to any one of the other joint owners.** All communication will be addressed to the first owner unless he authorises any of the joint owners for this purpose.

8. **Cessation of Membership/Disqualifications:**

A member admitted to the Society shall cease to be so in the following events:-

- (i) upon submission and acceptance of his resignation; or
- (ii) upon his/her acting contrary to the interests, aims and objectives of the Society; or

- (iii) upon his failure to pay membership fee, monthly/annual maintenance charges or any other charges/ society dues continuously for a period as may be prescribed by the Society; or
- (iv) upon such member being found guilty of a financial misappropriation of the funds of the Society;
- (v) upon the death of a member; or
- (vi) upon his becoming insolvent or of unsound mind or having been convicted of any offence involving moral turpitude punishable with imprisonment of one year or more or is involved in anti-national activities.
- (vii) upon indictment and directions for removal by the District Registrar/Registrar General of Societies.

Provided that the nominee or the legal heir shall be enrolled as a member subject to fulfillment of qualifications as laid down in the Bye-laws and the provisions of the Act.

- (viii) No apartment owner shall be entitled to vote on the questions of the election of members of the Collegium/Managing Committee or, the President, General Secretary, Treasurer or any other office bearer, or be entitled to stand for election to such office if he or she is in arrears of any payment to the Society on account of common maintenance charges, utility bill payments, common areas user charges, or any other charges levied by the Society, on the first day of the month of the election for more than 60 days.
- (ix) Members or their Associates having business interests in the Sandeep Vihar (AWHO) housing complex, singly or jointly, shall also not be eligible for election as office bearer of Sandeep Vihar (AWHO).
- (x) Members of Managing Committee cannot contest re-election for at least one term after having served in last two consecutive Managing Committees.
- (xi) General Body, after suitable enquiry by a Sub- Committee to be appointed by Managing Committee, can debar any member who had earlier been member of Collegium/Managing Committee and found to have indulged in financial irregularities or misuse of material or human resources, from contesting any elections.

9. Powers, Functions and Duties of General Body/Collegium of Society:

- (i) The General Body/Collegium shall guide the Society in determining and fulfilling its aims and objectives.
- (ii) to decide policy matters such as change of name of the Society, amendment in the Memorandum of Association and the Bye-laws of the Society, approval of its annual accounts, approval for disposal of immovable assets of the Society etc.
- (iii) The General Body/Collegium will be responsible for complete administration and development 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 or semi-government agencies etc. in furtherance of the overall management of the apartment complex in an efficient manner.

- (iv) To elect the members of the Managing Committee and accept their resignation.
- (v) To remove any member from the Managing Committee and according approval to the continuation of a person appointed as a member of the Managing Committee against a casual vacancy.
- (vi) Except as otherwise provided, resolutions of the Society shall require approval by a majority of General Body/Collegium members present and voting, casting their votes in the manner provided in clauses 14, 17 and 18 of the Bye-laws.

10. Place of meetings:

Meetings of the General Body/Collegium shall be held either at the Housing Complex or any suitable place convenient to the owners as may from time to time be designated/decided by the Managing Committee.

11. Annual General Meeting:

- (i) A general meeting of the members of the Society/Collegium was held on 06th July 2014 to consider and approve these Bye-laws and Memorandum of Association.
- (ii) The Annual General Meeting of the Society 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 Society and transact all such business as it may be required to do.
- (iii) A General Meeting shall also be called in February every year for budgeting and planning.

12. Extra-ordinary or Special General Meetings:

- (i) The Managing Committee may hold extra-ordinary or special general meetings of the Collegium as and when required.
- (ii) Managing Committee shall also convene a special or extraordinary general meeting of the Collegium upon a requisition signed by 1/3rd of the members of Collegium or as & when so directed by the District Registrar of Societies or the Housing Commissioner or any other Officer duly authorized by them under the relevant statutes in this behalf.
- (iii) 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) Managing Committee shall ensure that a notice of 14 days, indicating the time, date, venue and agenda is given to the members for any general meeting. Provided that such notice may be of a shorter duration (not less than 24 hrs) if not objected by at least 1/3rd of the members for extra ordinary/ special meetings.

- (ii) The notice of any general meeting displayed on Office Notice Board/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 40% of the Members of Collegium subject to a minimum of 25 members present and voting.
- (ii) There shall be one vote for each member of the Collegium, which may be exercised by the joint member on a written authority letter of the 1st member. Such an authority letter shall be fresh for each meeting.
- (iii) Every vote, be it exercised by the member or by the duly authorized joint member, shall be cast in person. Proxy voting is not permitted.

15. Adjourned Meetings:

- (i) A general meeting of the Society shall be adjourned if the quorum for such meeting is not complete.
- (ii) Managing Committee shall re-convene an adjourned general meeting after a gap of not less than one hour and not more than 14 days of the meeting first convened and adjourned.
- (iii) If no aforesaid quorum is present in the re-convened meeting, a total of 25% of total members subject to a minimum of 16 members present and voting shall constitute the quorum of the re-convened meeting and the matters decided.
- (iv) The Proceedings of all meetings of the Collegium will be recorded in the minutes book (bound or in loose leaves) maintained separately for the purpose by the General Secretary and such minutes will be signed by the Chairman of the meeting and the General Secretary of the Society.
- (v) The proceedings of the meetings may be circulated amongst members by electronic mode and hard copies thereof shall be endorsed to concerned authorities as required and also placed on Notice Board at the Society Office.

16. Order of Business:

- (i) Agenda points for the AGM will be as follows and they will be taken up in the order given below:-
 - (a) Welcome address by President.
 - (b) Passing of Minutes of Last Meeting.
 - (c) Consideration/approval of amendments/ratification of Society's Bye-laws as and when required.

- (d) Presentation of Annual Report (including points put up by Internal Auditor and/ or any sub-committees).
 - (e) Consideration and approval of details of accounts, including the Balance Sheet, income and expenditure (Profit & Loss) Statement together with the Auditor's report for the preceding year.
 - (f) Replies to questions submitted by Members at least 7 days before the meeting. (All questions will be included).
 - (g) Nomination of members as internal Auditor(s) etc. (refer section 39 (vi)) and Standing Contracts and Appointments Committee (refer para 29(i) and 29(ii))
 - (h) Any other point(s) permitted by President.
 - (j) Vote of thanks.
- (ii) Agenda points for General Meeting to be held in February will be as follows and they will be taken up in the order given below:
- (a) Welcome address by President.
 - (b) Passing of Minutes of AGM and any extra-ordinary GM held between AGM and the current GM.
 - (c) Points put up by internal auditor and sub-committee if any.
 - (d) Ex post-facto sanctions of financial expenditures incurred by Managing Committee, President and General Secretary in emergent circumstances as laid down in Bye-Laws 26(xii)
 - (e) Supplementary demands.
 - (f) Consideration, and approval of the society's Budget and also General Policy and Programme for the next financial year as prepared by Managing Committee.
 - (g) Replies to questions submitted by members at least 7 days before the date of the meeting. All questions will be included.
 - (h) Any other point(s) permitted by President.
 - (j) Vote of thanks.

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 subject to a minimum of 25 members and the proposal is approved by 3/5th of the members present and voting.

Chapter III

General Body/Collegium, Managing Committee/Office-bearers of the Society, Elections and their duties

18. General Body/Collegium, Managing Committee/Office-bearers of the Society, tenure and their Election

- (i) **General Body/Collegium:**

- (a) Every person who is a bonafide owner of a Dwelling Unit in the Sandeep Vihar (AWHO) GHS-79 shall be a member of the General Body of the Society. Since the size of General Body would be of 556 members and is thus far in excess of the stipulated number of 300 members as laid down in Haryana Registration and Regulation of Societies Act 2012 as amended from time to time, the Society will function through a system of Elected Collegium which for all practical purposes and intents would have the power of and would, as such, function as the General Body.
- (b) Since the Society has to be managed by a team of 11 members of the Managing Committee/ Governing Body, the Society shall therefore have to constitute a Collegium of not less than $11 \times 5 = 55$ elected members proportionately (as far as possible) representing each electoral college/ residential block as required by the Act and Rules framed there under. Whereas the Sandeep Vihar (GHS-79) Housing Complex consists of 23 Residential Blocks, each of the 23 Residential Blocks shall be treated as an electoral college to constitute an Electoral Collegium comprising of 62 elected members in all as under:-
- aa) Each of the 16 (sixteen) Electoral Colleges/Residential Blocks (consisting of 28 Dwelling Units per block) viz. D-1, D-2, D-3, D-4, D-5; E-1, E-3, E-5, E-7, E-9, E-10, E-11, E-13, E-14; U-1 & U-2 residential blocks shall have 3 (three) elected representatives from every respective block, thereby a total of 48 elected representatives for the Collegium;
- bb) Each of the 6 (six) Electoral Colleges/Residential Blocks (consisting of 16 Dwelling Units per block) viz. E-2, E-4, E-6, E-8, E-12 & E-15 residential blocks shall have 2 (two) elected representatives from every respective block, thereby a total of 12 elected representatives for the Collegium;
- cc) The remaining 1 (one) Electoral College/Residential Block consisting of 12 Dwelling Units in the residential block (Thrifty) shall have 2 (two) elected representatives from that very block for the Collegium;
- dd) These electoral colleges will be permanent. Members are permitted to contest election to the Collegium from their own respective one electoral college/ residential block to be elected by the members of the same residential block. Term of the Collegium will be 3(three) years or save as otherwise specified by the Act from time to time. Fresh Collegium will be formed at least 14 days before election of Managing Committee/office bearers.
- (ii) **Managing Committee/office-bearers:**
- (a) The Managing Committee of the Society shall consist of a President, a Vice-President, a General Secretary, a Joint Secretary, a Treasurer and six Members who will be elected by the General Body/Collegium. Responsibilities to six Members, which may include appointment of Assistant Treasurer, will be given by the President-elect. In case of temporary non-availability of President as well as Vice-President, Managing Committee will nominate one of its members to act as President.
- (b) The Managing Committee Members/ office-bearers of the Society shall be elected, by the Collegium from out of the members of the Collegium.

- (c) The term of office of the Managing Committee Members/ office-bearers of the Society shall be 3 (three) years or as specified by the Act from time to time and shall be eligible for re-election save as otherwise envisaged in para 8 above of these Bye-laws.
- (iii) Every member shall cast his/her vote in person and no proxy voting shall be allowed.
- (iv) Conduct of elections will be as specified in Appendix "A".

19. Resignation, Suspension and Removal of members of Managing Committee/ Office-bearers:

- (i) An office-bearer/Managing Committee Member of the Society may, of his own volition, resigns from such position at any time. Provided that the Managing Committee may, if considered unavoidable, require such office-bearer/member to continue to discharge his functions till such time his resignation is finally accepted and substitute duly elected at a general/special meeting of the General Body/Collegium as soon as possible.
- (ii) In case a majority of 2/3rd members of the Managing Committee express their lack of confidence in any office-bearer/member, for whatsoever reason, they shall be competent to suspend such office-bearer/member from office till such time the matter is considered at the general meeting of the Society for his removal and so resolved. Provided that the Managing Committee shall convene a General meeting as soon as possible, but not later than 30 days of such decision, to consider the removal of such office-bearer/member. The successor of any office-bearer/member removed from the office shall be elected at the same general meeting of the Society. (in case of other eventualities pl refer para 28 below).
- (iii) A member of the Managing Committee shall cease to be its member if he/she remains absent, without valid reasons, during three consecutive meetings of the Committee.

Powers, Functions & Duties of the Office-bearers of the Managing Committee

20. President of the Society

- (i) The President shall be the Chief Executive Officer of the Society and shall preside over all meetings of the General Body/Managing Committee and regulate the proceedings of such meetings.
- (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 objectives of the Society.
- (iii) President shall be responsible for guidance, supervision and financial control on the matters of all works of the Society. Financial control includes monthly and surprise cash checks, reconciliation of bank statements and vetting of trial balance.

- (iv) President shall exercise such powers as additionally authorized by Managing Committee.
- (v) In any meeting which involves voting, President shall have a casting vote in case of a tie.
- (vi) Shall ensure that the minutes of Managing Committee/ Collegium meetings are finalized by General Secretary and they are displayed on Notice Board in Society Office after his (President's) counter signatures.
- (vii) Shall approve all expenditure vouchers above Rs. 5000/-. Expenditure vouchers up to Rs.5000/- will be put up for his counter signature after approval by General Secretary/Treasurer.
- (viii) May dispose off such important and urgent matters, which for want of time, cannot be put up to the Managing Committee but such disposal shall have to be got ratified subsequently from the Managing Committee in its following quarterly meeting. He/she may also authorize expenditure upto Rs. 25,000/- per item/work (or more as approved by the majority vote of the Managing Committee and should be got ratified in the next GBM) provided that total sum does not exceed Rs. 50,000/- per quarter.
- (ix) The President alongwith the Treasurer or General Secretary or any other MC Member as approved by the Managing Committee shall jointly operate the bank account of the Society.
- (x) Shall be the person to enter into a contract approved by the Managing Committee representing the Society.
- (xi) Shall be the person with the consent of the Managing Committee to sue or to defend any legal action against the Society. All legal proceedings shall be instituted, continued or defended by the President, who shall sign the documents/papers and Vakalatnama relating to, in the name of and on behalf of the Society.
- (xii) Shall exercise democratic role in discharging his duties over the Managing Committee/General Body.

21. Vice President:

- (i) The Vice President shall assist the President in his duties and shall perform such functions as are assigned to him by the Managing Committee from time to time.
- (ii) Officiate as the President and preside over the meetings of the Society and the Managing Committee during any temporary absence of the President.
- (iii) Shall operate society's bank a/cs jointly with others in absence of the President.

22. General Secretary:

- (i) Shall be the overall in-charge of the secretarial functions of the Society and the Managing Committee;

- (ii) Shall issue notices for the meetings of the GBM/Collegium/Managing Committee, record the proceedings of all such meetings and maintain various registers as are required to be maintained in this behalf.
- (iii) Shall be the custodian of all such books and records of the Society and the Managing Committee, as the Managing Committee may direct. (Appendix “B”)
- (iv) Will help the Treasurer in preparation of Balance Sheet, profit and loss account at the end of each year by due date and also any statement/records/returns (as per format given in the Rules) required by the Managing Committee and/or by the Registrar (Appendix C).
- (v) Will help the Treasurer for realization of amounts due to the Society from various sources, to properly safeguard and invest these funds as per the Act, Rules and these Bye-laws and as advised by Managing Committee from time to time.
- (vi) Approve budgetary expenditure proposals of up to Rs.5000/- (as per para 26(xii)©) and forward them to President for his counter-signatures. Expenditure proposals above Rs. 5000/- will be forwarded by him jointly with the Treasurer to the President for approval.
- (vii) Shall also operate bank accounts of the Society jointly with the President/Vice-President or Treasurer or as approved, by the Managing Committee.
- (viii) Will generally oversee the proper administration, management and working of the matters concerning Sandeep Vihar (AWHO), and will apprise the President and/or Managing Committee, where necessary, for corrective action.

23. Joint Secretary:

Shall assist the General Secretary of the Society in discharge of his duties and responsibilities.

24. Treasurer:

- (i) He shall be responsible for management of the finances and accounts of the Society, receipts and expenditure, bank accounts, maintenance of all books of accounts, investment of surplus funds and audit of the accounts of the Society.
- (ii) Shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Society, in such depositories, as may from time to time be decided by the Managing Committee.
- (iii) Shall keep in custody optimally minimum cash, as decided by the Managing Committee, from funds of Society for managing day to day expenditure of Society.
- (iv) Shall operate the bank accounts of the Society jointly with President/Vice-President or General Secretary or as approved by the Managing Committee
- (v) Shall show the cash in his custody and any other accounting document/data whenever required by the order of Registrar, or by any member of the Managing Committee.
- (vi) Shall ensure that cash book is written promptly and signed daily by him or one of the members of the Managing Committee.

- (vii) Will ensure preparation of Balance Sheet, profit and loss account at the end of each year by due date and also in consultation with General Secretary any statement/records/returns (as per format given in the Rules) required by the Managing Committee and/or by the Registrar. (Appendix C).
- (viii) Will ensure, in consultation with General Secretary, for realization of amounts due to the Society from various sources and to properly safeguard and invest these funds as per the Act, Rules and these Bye-laws and as advised by Managing Committee from time to time.

Chapter IV

Constitution of the Managing Committee, its functions and powers

25. Managing Committee and its mandate:

- (i) The affairs of the Society shall be managed by a 'Managing Committee', comprising of 11 (eleven) members/office-bearers (President, a Vice-President, a General Secretary, a Joint Secretary, a Treasurer and six Members), who shall be elected by the members of the Collegium (out of the 62 members of the Collegium) for a term of 3 (three) years and may be referred to as the 'Managing Committee' hereinafter.
- (ii) The Managing Committee shall act as the trustees of the members of the Society and be responsible for the overall management of the assets of the Society, 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;
- (iii) The Managing Committee 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;
- (iv) The Managing Committee may appoint such sub-committees of members of Society 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 Society.
- (v) The Managing Committee 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.
- (vi) Any sub-committee appointed by the Managing Committee, with or without any expert, shall submit its report to the Managing Committee, upon which the Managing Committee may take such action as deemed appropriate.
- (vii) The Managing Committee shall be responsible for preparation of the Annual Accounts and shall present an Annual Report of its activities before the Society in its Annual General Meeting.

26. Duties, functions and powers of the Managing Committee:

The Managing Committee shall, in addition to the duties and responsibilities assigned under these bye-laws or by resolution of the Society, be responsible for the following, among other things:

- (i) The care, upkeep and surveillance of the apartment complex of the Society , 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 Society from time to time;
- (v) Designation, employment, payment of remuneration and dismissal of personnel or service provider(s) necessary for the maintenance and operation of the apartment complex of Sandeep Vihar (AWHO), its common areas and facilities and the restricted common areas and facilities;
- (vi) Provide for the manner in which the accounts of the Society shall be maintained/operated and its audit shall be carried out;
- (vii) Inspect and examine the records and accounts kept by or under the supervision of the General Secretary and/or the Treasurer so as to ensure that these are maintained in the manner as prescribed;
- (viii) Take steps for timely payment of all obligations and the recovery of all sums due to the Society;
- (ix) Approve or sanction working expenses, maintenance of cash balance and deal with other miscellaneous business;
- (x) Ensure that the cash book is written promptly and is signed daily by Treasurer/one of the members of the Managing Committee authorized by it in this behalf.
- (xi) Appropriately deal with the complaints concerning the above;
- (xii) Incur all expenditure to fulfil various responsibilities and commitments of Society. These would generally be in accordance with the annual programme and budget approved by the Annual General Meeting. However, in emergent circumstances which affect power/water supply, security, health/hygiene, lifts or are attributable to natural calamities etc., which could not have been anticipated till the last General meeting/AGM and subject to post-facto approval of the next General Body meeting, the authorities mentioned below would have financial powers as stated for each financial year of their tenure:-
 - a) Managing Committee- Rupees five lakhs only.
 - b) President- Rupees twenty five thousand per item/work, up to an overall limit of Rupees one lakh only.
 - c) General Secretary- Rupees five thousand per item, upto an overall limit of Rupees twenty thousand only.

- d) Treasurer - Rupees five thousand per item, upto an overall limit of Rupees twenty thousand only.
 - e) President, General Secretary and Treasurer shall inform the Managing Committee from time to time of the extent of financial powers exercised by them with requisite details.
- (xiii) Perform all other functions as may be decided, from time to time, by the Society 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 Society 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 Society, and interest on any money lent to the Society for overcoming any temporary requirements. No dependent or family member or close relative of the office-bearer and member of the Governing Body shall be engaged as an employee of the Society during its tenure.

28. Vacancies in the Managing Committee:

Any vacancy in the Managing Committee, caused by any reason other than the removal of an office bearer, may be filled-up by the remaining member of the Managing Committee by nomination from the Collegium as an intervening measure, which shall be placed before next general meeting for ratification or election of such office-bearer. General meeting for election of new office bearers will be called as soon as possible but not later than seven days, if the number of vacancies exceeds five.

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

- (i) The Managing Committee 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. Normal tendering process shall be followed for all contracts. Management Committee will give due consideration to the recommendations of Standing Contracts and Appointments Committee.
- (ii) The Managing Committee may engage or employ suitable number of staff/ individuals viz. supervisors, officials, watchmen, gardeners, sanitary workers (safaikaramcharies), electricians, plumbers etc. on contract or on full-time or part-time basis in the employment of the Society, for a remuneration or compensation as determined by the Managing Committee, and performance of such duties and services as may be decided by the Managing Committee. Employees will also be recommended for selection by the Standing Contracts and Appointments Committee.
- (iii) The Managing Committee may require all or any of the employees of the Society to furnish a fidelity bond.

Chapter V

Meetings of the Managing Committee- Notices, Agenda, Quorum, and Proceedings

30. Meetings of the Managing Committee:

- (i) The first meeting of the newly elected Managing Committee shall be held within seven days of such election at such place as shall be fixed by the President-Elect.
- (ii) The Managing Committee may hold its meeting as and when required subject to the condition that it shall meet at least once every quarter.

31. Notice for the Meetings of the Managing Committee:

Every meeting of the Managing Committee 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 50% (not less than six Members) of the Members of the Managing Committee shall constitute the quorum for any meeting.

33. Proceedings of Meetings:

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

Chapter VI

Funds, Accounts and Audit

34. Funds: All assets and funds will belong to the Society and vest in the Society. The Society may raise funds through all or any of the following sources, namely: -

- (i) Transfers of interest/savings available in the Capital Account/Corpus Fund of Society and other society funds invested in securities or deposited with banks etc.
- (ii) Membership fee;

- (ii) Contributions, assessments/compensations, grants, donations, rents/hiring charges, DU Transfer fees/long term development charges, user/maintenance charges from the apartment owners/tenants and any other charges as approved by the Managing Committee/ Collegium/GBM;
- (iii) Generation/augmentation of members' corpus fund by way of contributions made by the original allottees/members as well as other additional contributions to this fund to be made by the subsequent new members/DU transferees.
- (v) Revenue Surpluses which may form the nucleus of the Corpus/Reserve Fund;
- (vi) Loans, if necessary, subject to such terms and conditions as the Society may determine with the approval of the Competent Authority in this behalf.

35. Investments: As per the provisions of the Act, the Society may, from time to time, invest or deposit its funds, not immediately required, in one or more of the following:-

- (i) In immovable properties; or
- (ii) In securities of the Government or in National Savings Certificates or other securities of the Government of India
- (iii) In the Post-office Savings Banks Account; or
- (iv) In a special account opened by the Society for the purpose in a :-
 - (a) Scheduled Bank as authorized or notified by the Reserve Bank of India; or
 - (b) Co-operative Bank situated in the State, or in such other mode of investment as may be prescribed.

36. Deployment of funds:

The income and property of the Society shall be applied solely towards promotion of the aims and objects of the Society 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 Society.

37. Maintenance of Accounts:

- (i) The Society may open separate bank accounts for separate purposes and maintain proper accounts of credits to and debits from each such account.
- (ii) The General Secretary or the Treasurer may keep an amount, not exceeding Rs. Twenty thousand 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. Twenty thousand, in so far as possible, shall be made by cheque jointly signed by any two office bearers from amongst the President/Vice-President, General Secretary and Treasurer.
- (iv) The Managing Committee shall maintain a pass-book or ledger 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 Society may or may not determine a fee.
- (v) Till the budget estimates are passed for the current financial year, expenses per month will be limited one twelfth of the budget sanctioned under each head in last financial year (excluding projects already sanctioned in previous financial year).
- (vi) Separate Ledger shall be maintained for expenditure incurred by Managing Committee, President, Treasurer and General Secretary under financial powers given in Bye Law 26 (xii).

38. Annual Accounts:

- (i) The Managing Committee shall prepare annual accounts of the Society at the end of a financial 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 Society 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 Managing Committee, such Chartered Accountant not being a member of the Society or a close relative of any of the members;
- (ii) The Auditors shall audit the accounts of the Society and submit their report thereon.
- (iii) The audited financial statements shall be open to inspection by any member of the Society during office hours and in the office of Society and a copy thereof shall be placed on Notice Board of Society Office at least seven days before the Annual General Meeting for its approval and adoption not later than 31st of August of the year.

- (iv) Every financial statement shall be accompanied by a complete list of 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.
- (vi) Concurrent/internal audit shall be undertaken by members nominated for the same by the Managing Committee.

40. Appointment of Auditor and related matters:

- (i) The Society 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. Clauses (ii) to (iv) below shall also apply to members doing concurrent audit/internal audit.
- (ii) The Managing Committee 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 Society in accordance with the accepted Accounting Standards, along with or without any qualifications or advisory to the Society for the proper upkeep of accounts.
- (iv) The auditor shall be entitled to call for and examine any papers or documents belonging to the Society covering the complete scope of activities of the Society.

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 Society through its General Secretary, the name and address of his or her mortgagees, and the Society shall maintain such information in a book entitled "Mortgagees of Units."
- (ii) The member shall also notify the Society about the status of mortgage of the dwelling unit, and its vacation.
- (iii) The Society 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 Society 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 common services/maintenance of common areas and facilities such as external repairs, painting, colour/grit washing, internal roads, security, cleaning, garbage disposal, arboriculture, electrical and plumbing services, AMCs of various facilities e.g. Lifts, Gen-sets 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 Society Complex from a HT Connection), water charges etc.;
 - (d) Contribution for the Reserve Fund/Long Term Development Fund for meeting major repairs and renovation works required for the common areas/internal roads 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/recoveries not specifically covered under the above but may incidentally arise from time to time;
- (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 i.e. divide or multiply by a factor to be determined by the Society from time to time /(numbers of members etc.) in a uniform manner.
- (iii) The payment of monthly maintenance charges shall be half yearly which would become due, in advance, on 1st Jan/1st Jul to be paid by 20th Jan/20th Jul and thereafter a penalty @ 18% per annum (simple interest) of the due amount shall be imposed with effect from the due date viz. 01 Jan/01 Jul as the case may be.
- (iv) After 90 (Ninety) days of default in payment of maintenance or other charges due, the essential/utility services such as supply of water, electricity, conservancy etc may be discontinued besides suspension of his/her membership. The membership so suspended may be revoked after he/she has cleared the due amt alongwith penal charges. However, the voting right of such a defaulter shall remain suspended till the end of the ensuing year.
- (v) If the aforesaid default continues for one year (365 days), the Management will be fully competent/authorized to lodge an FIR or/and to take legal recourse including, in consultation with AWHO, for auctioning of the Dwelling Unit to recover the dues.

Chapter IX

Rights and Obligations of the Apartment Owners/Members

43. Adherence to Bye-laws, Right to Vote & Obligation to timely payment of all charges and contributions:

- (i) Every member shall subscribe to and be bound by these Bye-laws as amended, from time to time and registered with the District Registrar;
- (ii) Every person admitted as a member on the date of notification of elections, subject to his/her not being in arrears of membership fee/annual subscription or other charges, for a period of 60 days or more, shall have the right to exercise his vote in person;
- (iii) Every member shall have the right to inspect the books of accounts, books containing the minutes of proceedings of meetings on any working day during business hours after giving reasonable notice in writing.
- (iv) Each and every owner of an apartment in the Housing Complex, who is also a member of the Society, shall be under obligation at all times to pay the common maintenance/user charges and other contributions as determined by the Society from time to time besides the utility bills in respect of electricity and water consumption etc. without being in arrears.
- (v) Each member shall be responsible for payment of all Municipal/Civil taxes as and when imposed by various authorities as applicable to the dwelling unit.
- (vi) Each member shall be personally responsible for timely payment of any additional compensation for land, if & when demanded by HUDA/civil authorities on account of Court decrees/Govt. directions.

44. Observance of duties and responsibilities:

- (i) The apartment owners/tenants 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 Society/Managing Committee at its meeting or by any special committee appointed by them in this regard.
- (ii) Apartment Owners shall obtain permission from Managing Committee prior to renting out their flats. The Management Committee may issue identity cards to the tenants.

45. Enforcement of obligations:

In case any member is in arrears of payment of his obligations for a period of three months or more, the Managing Committee shall be competent to take all measures for the recovery of such arrears of the monthly maintenance charges, monthly utility bills (electricity and related charges), fine (if any) 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 lifts and lifting of garbage etc. besides lodging FIR/filing legal suit for recovery of dues alongwith penal charges if any as mentioned in para 42 (iii), (iv) & (v) above.

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, failing which he will be wholly responsible for the damages and liabilities so caused.
- (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 Society 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/by any wear & tear in his (A's) apartment or get the same repaired at his cost to the satisfaction of the affected owner. If there is difference of opinion between the flat owners in this regard, the matter will be referred to the Governing Body for an amicable settlement whose decision shall be final and binding on all the parties.
- (v) No apartment owner shall make any structural modifications, addition or alteration in his/her dwelling unit or installations located within the apartment or sub-divide the dwelling unit including ancillaries or amalgamate it with any other dwelling unit or alter it without presenting the written permission of AWHO/ HUDA to the Managing Committee to that effect. Provided further that any change affecting any other apartment(s) will not be permitted.
- (vi) Prohibition of certain works. No apartment owner shall do any work which would jeopardize the soundness or the safety of the property, reduce the value thereof or impair any easement or hereditament or add any material structure or excavate any basement or cellar without the prior permission of the Society/AWHO/HUDA.

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 Haryana Urban Development Authority (HUDA) (the competent Authority) from time to time and commercial activities will not be permitted;
- (ii) The enjoyment of each flat by its owner/resident in relation to other flats is regulated in terms of sale deed executed by AWHO. All the flat owners/residents will therefore adhere to these regulations for the good and harmonious community living;

- (iii) The apartment owner will have an option to let out his dwelling unit as per Society's Bye-laws but shall not give possession of the flat by virtue of any irrevocable power of attorney to any person;
- (iv) Any financial or other liability arising out of violation of the usage conditions shall have to be borne by the apartment owner who or whose family members/tenants etc. violate these conditions;

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

- (i) The common areas and facilities shall remain undivided and no apartment owner or any other person shall take any action for partition or division thereof. Each apartment owner may use the common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful right of the other apartment owners.
- (ii) Temporary use of common areas like terraces, court yards, gardens, parks, road passages, under-stilts areas etc. for any social or religious functions shall only be with prior express permission of the Managing Committee.
- (iii) Any damage/scratches caused to stairs, lifts or to tiles of lobbies, terraces/common areas at any floor by virtue of construction material/process, shall be made good by the concerned defaulting owner/tenant;
- (iv) 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 Sandeep Vihar (AWHO) Housing 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 or prove as fire hazard.
- (v) Allottees of flats will not (NOT) have an exclusive right to the use of roof terraces, since this is to be kept for common use of all the allottees of the block. Any temporary or permanent structure will not be allowed to come up on the terrace and the same, if erected, will be demolished at the cost of erring member.
- (vi) The common or restricted areas shall not be used for any purpose e.g. storage or construction work, except where specifically authorized by the Society, other than for normal transit and circulation.
- (vii) DU owners, tenants and their work staff shall exercise due care & 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) Society Management and/or any workmen employed by the Managing Committee shall have the irrevocable right to have unhindered access to each apartment whether in presence or absence of its owner as may be necessary for the maintenance, repair and replacement of anything of the common areas and facilities therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the common areas and facilities or to another apartment or apartments.

- (ii) An owner shall permit other owners or their representative, when so required, to enter his/her dwelling unit for the purpose of installation, alteration, or repairs to the water, drainage, mechanical or electrical services etc., 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 and absolute.

50. Code of Conduct for the apartment owners/ residents (including tenants):

- (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, domestic helpers/staff and foreign nationals are duly complied with.
- (ii) All the apartment owners and/or residents including the tenants of the Sandeep Vihar (AWHO) Housing Complex and their domestic help, if any, are obliged to maintain at all times a wholesome family/harmonious environment in the complex.
- (iii) No owner or resident of Sandeep Vihar (AWHO) Housing Complex shall post any advertisement or posters of any kind in or on the building except as authorized by the Society.
- (iv) The apartment owners/ residents may notify to 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 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 these activities/devices may not create nuisance for other residents/students/sick and convalescing patients besides they are not disturbed in peaceful enjoyment of their privacy; Fire crackers will not be exploded within the Society premises without permission of the Management.
 - (b) ensure that the domestic pets, if any, are kept strictly following the safety & sanitation norms, and managed & maintained as per the

Municipal bye-laws/ regulations. Pets will not be taken through lifts and defecation by them in lifts/ lanes/ public places will attract penalty. Pets should not be unleashed/unattended. Should the pet bites any person within the residential complex, the owner will meet all the expenses of treatment of that person in addition to the legal liabilities.

- (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 building;
- (d) not throw or drop any garbage/refuse or trash or litter outside the disposal installations provided for such purpose in the service areas or any water from the windows/ balconies/wet clothes/air conditioners etc;
- (e) collect all garbage or solid/ semi solid municipal waste in a container and dispose it off in the Municipal dust-bin, if such installation is provided;
- (f) not allow any kind of littering through their family members, children, servants, guests and pets failing which they will invite penalty as fixed by the Managing Committee/General Body from time to time in this regard.
- (g) not lay or install or cause to be laid/ installed any wiring for electrical or telephone installation, television antennae/dish-plates, 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 Society.
- (h) Playing of games, for which facilities have not been provided in Sandeep Vihar (AWHO), is strictly prohibited in common areas and parks for the safety of persons/property.
- (j) Use of the flats in Sandeep Vihar (AWHO) shall be restricted to use as residence by Members, or by approved tenant.
- (k) Submit a copy of conveyance/ sale/ lease deed to the Society office.
- (l) Use of Generators is strictly prohibited.
- (m) The Management Committee is elected by members and conducts business on their behalf. Hence the notion of “Consumer” and “Service provider” is not relevant. Any complaints/ grievances by members are to be put up to Managing Committee in the first instance and if not satisfied by its decision to next meeting of Collegium. If still not satisfied, all such matters including interpretation of these Bye- Laws can be referred to AWHO/office of District Registrar/Registrar for Final decision.
- (n) Common facilities provided by the Society may be withdrawn in case of failure by the resident to comply with rules, regulations, Bylaws of the Society and decisions of the General/Managing Committee meetings.
- (o) In case of unauthorized tenancy/misbehaviour, tenant may be asked to vacate/leave the Society accommodation.

51. Parking of Vehicles:

The apartment owners/ residents/ tenants shall follow the following guidelines in this behalf:-

- (i) As scooter/car parking slots are earmarked for each apartment, parking stickers shall be issued for each vehicle to regulate their entry/ regular overnight parking inside the building complex. These stickers will be displayed on the front windscreen of the cars/appropriately on scooters etc. by the residents themselves.
- (ii) Entrance and parking of any additional vehicle on a regular basis for any apartment inside the Complex will be regulated by the Managing Committee.
- (iii) All the apartment owners and residents are expected to ensure that their vehicles or taxis are not parked in the main drive/path-ways except for drop and pick-up facility of the passengers;
- (iv) The rear-setback area of the complex may be used as the floating car parking space during the day time only;
- (v) 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 without causing any obstacles to other residents, failing which administrative action besides penalty in kind or cash may be taken/imposed as decided by the Managing Committee/ General Body from time to time.

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 Managing Committee. 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/temporary workers employed by the residents should be supplied by them to the Managing Committee. The Managing Committee shall issue identity cards/passes to them that must be carried by the domestic staff/workers while in the Complex. On termination of the employment of any member of their domestic staff/workers, it shall be the responsibility of the owner/resident to inform the Managing Committee and to return the identity card/pass in the Society Office.
- (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, if any, earmarked for them in the Complex area.

Chapter X**Other General matters****53. Compliance:**

These bye-laws are set forth to comply with the requirements of the AWHO guidelines, Haryana Registration and Regulation of Societies Act, 2012 as amended from time to time and as 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 HRRS Act will apply.

54. Seal of the Society:

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

55. Amendment of the Memorandum and/ or Byelaws of the Society:

The Memorandum of Association or the Bye-laws of the Society may be amended through a special resolution passed in a general meeting/collegium of the Society 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 Bye-laws, 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 General Secretary in the meeting. A copy of the special resolution shall be submitted to the District Registrar for his approval. If no reply is received from him within sixty days, the resolution shall be deemed to have been approved.

56. Disputes

- (i) Any disputes within Sandeep Vihar (AWHO) and /or Members/ex-members, Associate members/ex Associate Members, including interpretation of these Bye-Laws, shall be referred to the General Body/AWHO/Office of District Registrar/Registrar, whose decision shall be binding on all parties.
- (ii) Disputes with outside parties/authorities shall be determined by legal process, including Arbitration, as decided by the Managing Committee and approved by the General Body/Collegium where required. Further the jurisdiction in legal matters shall be only of appropriate Hon'ble Courts of Haryana at Panchkula/Chandigarh/ Delhi.

57. Amalgamation or Dissolution of the Society :

- (i) The Society of Sandeep Vihar (AWHO) GHS-79, Sector-20, Panchkula is a body corporate as a Welfare & Maintenance Society with limited liabilities for residential & allied purposes with perpetual succession and is not likely to be dissolved.
- (ii) The Society may, however, amalgamate itself with any other Society with identical aims and objectives through a special resolution passed in a general meeting of the Society and approved by at least 3/5th of the members present and voting.

(GHS-79)
Stamped

Sd/-x x x
(Subhash Chander Pathania)
General Secretary

Sd/-x x x
Lt Col(R) Kulwant Singh
Treasurer

Sd/-x x x
Brig(R) Sarjit Singh
President

Sd/-x x x
(Col Retd R C JASWAL)
SINGH)

Sd/-x x x
(Col Retd S K CHAUHAN)

Sd/-x x x
(Col Retd DALBIR

Sd/-x x x
(Lt Col (R) SURESH SHARMA)

Sd/-x x x
(G C Bhatt SM Retd)

Sd/-x x x
(Maj Neelam Sharma)

Hony Capt

WITNESS - I

WITNESS - II

Sd/-x x x
Lt Col R G Sharma (Retd)
(Retd)
Pensioner

Sd/-x x x
Lt Col G. S. JERYAL
Pensioner

Certified to be a True Copy

Sd/-x x x
District Registrar of Firms & Societies
Panchkula, Haryana

Appendix-A
(Refers to Para 18 (i) to (iv))

FORMATION OF ELECTORAL COLLEGES, COLLEGIUM AND ELECTIONS

Electoral Colleges

1. 23 (twenty three) permanent Electoral Colleges shall be formed, each representing one residential block of Sandeep Vihar (GHS-79) Housing Complex, Sector-20 Panchkula. Members owning Flats of D-Blocks shall form Electoral Colleges from No. 1 to No. 5; of E-Blocks shall form Electoral College No. 6 to No. 20; U-Blocks shall form Electoral College No. 21 to No. 22 and of Th.-Block shall form College No. 23.

Collegium

2. Collegium shall consist of 62 elected members in all as under:-
 - i) Each of the 16 (sixteen) Electoral Colleges/Residential Blocks (consisting of 28 Dwelling Units per block) viz. D-1, D-2, D-3, D-4, D-5; E-1, E-3, E-5, E-7, E-9, E-10, E-11, E-13, E-14; U-1 & U-2 residential blocks shall have 3 (three) elected representatives from the respective blocks, thereby a total of 48 elected representatives for the Collegium;
 - ii) Each of the 6 (six) Electoral Colleges/Residential Blocks (consisting of 16 Dwelling Units per block) viz. E-2, E-4, E-6, E-8, E-12 & E-15 residential blocks shall have 2 (two) elected representatives from every respective block, thereby a total of 12 elected representatives for the Collegium;
 - iii) The remaining 1 (one) Electoral College/Residential Block consisting of 12 Dwelling Units in the residential block (Thrifty) shall have 2 (two) elected representatives from that very block for the Collegium;
 - iv) Members are permitted to contest election to the Collegium from their respective one electoral college/ residential block to be elected (if the nominations are more than the required numbers of posts) by the members of the same residential block. Term of the Collegium will be 3 (three) years. Fresh Collegium will be formed at least 14 days before election of Managing Committee/office bearers.

Elections to Collegium

3. Two months before the election of office bearers is due, Managing Committee (MC) shall appoint Returning officer(s) ensuring that Returning officer(s) is/are himself/themselves not candidate(s) for election to the Collegium. At the same time, MC shall send a letter by registered post/speed post/Public notice/hand delivery to all eligible members informing them of date(s), time and venue of polling for elections to the Collegium by various Electoral Colleges. Members physically residing in Sandeep Vihar (AWHO) shall also be informed to give their willingness, by a specified date, to stand for election. List of members in each Electoral College shall be put up on Society Notice Board.
4. If there are more than two/three candidates for any Electoral College, elections shall be conducted through secret ballot. Votes shall be cast by members as specified in these Bye-laws. No proxy vote will be allowed.

5. Members getting highest votes from the respective Electoral College shall be declared elected. In case of tie, the result shall be decided by lottery by Returning officer(s) with due notice being given to concerned members to be present at the time of lottery.
6. Fourteen days before election of office bearers is due, Managing Committee shall put the names of all members of Collegium, elected as mentioned above, on Society Notice Board. A Notice will also be put on Society Notice Board as well as Notice Boards at Gate No 1, 2 and 3 besides those installed in the 23 residential blocks inviting objections, if any within 7 days, to the names of members elected to the Collegium.
7. Final list of members of the Collegium shall be put on Society Notice Board 7 days before the election of office bearers is due and new Collegium shall come into effect from same date.

Election of Managing Committee/Office Bearers

8. Returning officer(s) shall make programme for conduct of election and put up the same on Society Notice Boards and inform all members of the Collegium. Conduct of elections shall include verification of eligibility of candidates, correctness of their nomination papers, holding secret ballot and declaration of results. They shall also check identity of members who are voting and ascertain that they are members of the Collegium.
9. Each candidate should be a member of the Collegium and should not have disqualification as mentioned in para 8 of the Bye-laws.
10. Each candidate's name should be proposed and seconded by at least two members of the Collegium. Form at Annexure 1 to this Appendix, duly filled, is to be submitted by the candidates to Society office by due date as specified in the programme issued by Returning officer(s).
11. A member can stand only for one post, viz. President, Vice President, General Secretary, Joint Secretary, Treasurer or Member.
12. If there are two or more candidates for the posts of President, Vice President, General Secretary, Joint Secretary, Treasurer and more than six candidates for the posts of Members. Secret ballot shall be held by casting the vote in person. No proxy voting will be allowed. Candidates getting highest votes in case of President, Vice President, General Secretary, Joint Secretary, Treasurer and six executive Members shall be declared as elected. If there is a tie, name of the winner shall be decided/declared by the RO by drawing lot in the presence of candidates/members present at that time viz. in full public view.
13. The full proceedings of election as per para 12 and declaration of results shall be completed on the same day.
14. All documents pertaining to elections shall be retained by MC in a sealed cover for four months. They shall, thereafter, be destroyed unless there is any complaint by any member regarding conduct of elections (in which case they shall be destroyed only after resolution of the complaint).

(GHS-79)
Stamped

Sd/-x x x
(Subhash Chander Pathania)
General Secretary

Sd/-x x x
Lt Col(R) Kulwant Singh
Treasurer

Sd/-x x x
Brig(R) Sarjit Singh
President

WITNESS - I

Sd/-x x x
Lt Col R G Sharma (Retd)
(Retd)
Pensioner
#303/D-1, GHS-79.

WITNESS - II

Sd/-x x x
Lt Col G. S. JERYAL
Pensioner
#704/E-3, GHS-79.

Annexure-1 to Appendix "A"**SANDEEP VIHAR (AWHO) WELFARE MAINTENANCE SOCIETY (GHS-79),
SECTOR-20, PANCHKULA-134116 (HARYANA)**

NOMINATION: ELECTION AS A MEMBER OF MANAGING COMMITTEE
TO BE HELD ON _____

Name of Nominee _____ Flat No _____

Proposed by

Seconded by

Signature
(Name in block letters)
Flat No _____
Date _____

Signature
(Name in block letters)
Flat No _____
Date _____

DECLARATION BY NOMINEE

1. I _____ agree to stand for election to Managing Committee (MC).
2. I further declare that if elected:-
 - (a) I shall devote reasonable amount of time towards activities of Sandeep Vihar(AWHO)
 - (b) I am not holding any office Sandeep Vihar(AWHO) of profit under Sandeep Vihar (AWHO) , or have business dealings singly or jointly with Sandeep Vihar(AWHO), its employees or venders, or have a relative as an employee of Sandeep Vihar(AWHO).
 - (c) I am personally residing in Flat No___ Sandeep Vihar(AWHO, Sector-20,Panchkula.
 - (d) I have not been member of last two consecutive Managing Committees.
 - (e) I have cleared all dues to Sandeep Vihar(AWHO) till _____.
 - (f) My election to the Managing Committee will be treated as null and void if statements made by me in (a),(b) and (c) are found to be incorrect or are violated by me during tenure as member of the managing committee,

Signature
(Name in block letters)
Date _____

REMARKS BY GENERAL SECRETARY, SANDEEP VIHAR (AWHO)

1. Nominee is owner/joint owner Flat No_____and is a member of Collegium. His name is entered in Society's records as _____. He has cleared all dues up to and including _____.
2. He owns the flat as single owner/ He owns the flat jointly with_____ he being the first/second -named. (In case of second named owner in the joint ownership being nominated, copy of an undertaking by the first owner that second owner will be exercising all rights of membership, together with all relevant obligations is attached).
3. He has not been a member of last two consecutive Managing Committees.

Signature

()
General Secretary of Society
Sandeep Vihar (AWHO)

Date:

REMARKS BY RETURNING OFFICER AFTER SCRUTINY

Nomination is accepted/rejected:

Reasons for rejection (if applicable):

Signature

()
Returning Officer

Date:

Sd/-x x x
(Subhash Chander Pathania)
General Secretary

Sd/-x x x
Lt Col(R) Kulwant Singh
Treasurer

Sd/-x x x
Brig(R) Sarjit Singh
President

Appendix-B
(Refers to para 22 (iii))

Sandeep Vihar(AWHO)

Documents to be Maintained

1. Haryana Registration & Regulation of Societies Act 2012.
2. Haryana Registration & Regulation of Societies Rules 2012.
3. Haryana Apartment Ownership Act 1983 and Rules.
4. Memorandum and Bye-laws of the Association.
5. Registration Certificate issued by the Registrar.
6. Register of Members as per format given in Form XII and Rule 12.
7. Map of Society's land/estate and architectural plans showing details of buildings, places of public utility (community centre, roads, parks etc)
8. Cash Book/ledgers.
9. Books of Proceedings of General Body meetings, General meetings, Managing committee meetings and meetings of any other Bodies.
10. Accounts regarding maintenance charges, development charges, membership fees, transfer fees, service charges etc. and all other amounts realised as well as payments made.
11. Register of Contracts.
12. Register listing vendors along with their rate of contribution.
13. Register of salaries/wages of permanent and casual employees.
14. Any other registers, books, documents prescribed by Act, Rules, these Bye-laws or as decided by General Body.
15. Register of "Mortgagees of Units".

Sd/-x x x
(Subhash Chander Pathania)
General Secretary

Sd/-x x x
Lt Col(R) Kulwant Singh
Treasurer

Sd/-x x x
Brig(R) Sarjit Singh
President

Appendix-
C
Refers to para
22(iv)

LIST OF RETURNS TO BE SUBMITTED BY SANDEEP VIHAR(AWHO) TO REGISTRAR

1. Annually(Rule 24)

- (i) List of members as per Form XV of Rules within 60 days of close of financial year or within 30 days of holding Annual General meeting, whichever is earlier.
- (ii) List of members of Collegium as per Form XIV of the Rules within 30 days of holding Annual General Meeting.
- (iii) List of members of Managing Committee as per Form XVII B of the Rules within 30 days of holding Annual General Meeting.
- (iv) Annual Report on the working of Society.
- (v) Copy of Balance Sheet, Receipt and Expenditure Statement and

Auditor's Report.

2. Special Circumstances

- (vi) Form XVII A of the Rules within 30 days to intimate change in members of Managing Committee.
- (vii) Form XVII of the Rules (Copy of the Register of Members) to be filed with Registrar within 60 days of registration if the same was not filed at the time of registration.
- (viii) Special Resolutions.

Sd/-x x x
(Subhash Chander Pathania)
General Secretary

Sd/-x x x
Lt Col(R) Kulwant Singh
Treasurer

Sd/-x x x
Brig(R) Sarjit Singh
President

**SANDEEP VIHAR (AWHO) WELFARE & MAINTENANCE SOCIETY (GHS-79),
SECTOR-20, PANCHKULA-134116 (HARYANA)**

MEMORANDUM OF ASSOCIATION

1. Name of the Society: The name of Society is Sandeep Vihar (AWHO) Welfare & Maintenance Society (GHS-79) Sector-20 Panchkula-134116 (Haryana).
2. Registered office: The registered office of the Society is at Sandeep Vihar (AWHO) Housing Complex, (GHS-79), Sector-20, Panchkula-134116 (Haryana).
3. Jurisdiction: The Society will work within district of Panchkula of the territory of State of Haryana.
4. Aims and Objectives of the Society:

The aims and objectives of the Society shall be:-

- (i) To be and to act as the Association of Apartment Owners of the group housing building complex called Sandeep Vihar (AWHO) (hereinafter called "complex") who deemed to have filed their respective declarations submitting their apartments to the provisions of the Act by ratifying these Bye-laws w.e.f. 06th July 2014.
- (ii) To take possession/ownership of the common immovable and movable properties including all the common buildings, land/grounds and internal roads together with all fixtures/machinery/ equipments/lifts, gensets, panels, electrical, water, sewage, fire-fighting etc. systems for common services and any/all other assets of Sandeep Vihar Housing Complex (GHS-79), on transfer from Army Welfare Housing Organisation, New Delhi and ensure to maintain and develop the same in a manner compatible with the standards and expectations of apartment owners/residents.
- (iii) To raise funds and receive contributions from its members on accounts of members' corpus fund, maintenance charges, development funds, besides donations/grants, rents and miscellaneous receipts from shops, stalls, canopies, swimming pool/community centre etc. and invest/deposit/expend them for the services, welfare and benefits of its Apartment owners/residents.
- (iv) To recover from members and pay all ground rents, fees and taxes for common facilities.
- (v) To provide for the overall security of the residential complex, maintenance, repair and replacement of fittings, fixtures, appurtenances or other property requiring maintenance, repair and replacement comprised in common areas including grit wash on outer walls of the apartment and on other facilities by contributions made by the apartment owners, and if necessary, by raising loans for that purpose.
- (vi) To retain and permit use of common facilities to Members/outside against an approved charge and appropriate such income for the objectives of the Society or its credit to a reserve fund.
- (vii) To establish, conduct and carry out on its own account (independently or jointly) with individuals or institutions. educational, physical, social, sports,

cultural, recreational medical and public health, water works/solar energy harnessing systems and allied facilities such a clubs, cinema shows, opening of ATM/Bank, milk booth, arboriculture/plantation/parks, vegetable booth/retail outlet, grocery shops, post office, Cable TV system, Inter-com/telephone exchange for the benefit of the apartment owners/residents.

- (viii) To promote and safeguard consumer rights and interest of the members/residents of this Society and to look after their grievances in the matter of supply and distribution of essential commodities.
- (ix) To maintain adequate staff for running the affairs of the Society and frame rules regarding establishment of any provident fund for the benefit of full-time employees of the Society if, when and as required under the law of the land, after following the prescribed procedure.
- (x) To act as a forum of the owners of the apartments to address the common and genuine grievances of the members of the Society and redressal of the same to Government, Quasi Government, Judicial, Statutory and other bodies including local bodies and organizations.
- (xi) To represent the members of the Society in all matters pertaining to their common properties and rights and to negotiate/carry on litigation, settlement or compromise with third parties on any matter affecting their common rights, properties and welfare/well being.
- (xii) To represent the Society in ensuring compliance with stipulated conditions in all matters of construction and accounts by the AWHO.
- (xiii) To act as a controlling body to monitor and ensure the Rights and Obligations of the members/residents as laid down in Chapter IX of these Bye-laws.
- (xiv) To settle differences, if any, amicably among the residents in matters affecting their common welfare and well being
- (xv) To provide for and do all and any of the matters provided in sub-section (2) of Section 16 of Act namely, The Haryana Apartment Ownership Act 1983.
- (xvi) To do all such things as are necessary, incidental or conducive to provide for and attainment of the objectives specified in these bye-laws.

Sd/-x x x
(Subhash Chander Pathania)
General Secretary

Sd/-x x x
Lt Col(R) Kulwant Singh
Treasurer

Sd/-x x x
Brig(R) Sarjit Singh
President

5. Managing Committee: The names of the members of the Managing Committee of the Society to which the Rules and Bye-laws of the management affairs are entrusted are given below:-

Sr. No.	Name	Father's/ Husband's Name	Address (Block/House No. in Sandeep Vihar (AWHO) GHS-79 Sector-20,	Occupation	Signatures

			Panchkula-134116)		
1.	Brig(Retd.) Sarjit Singh	Sh. Mangal Singh	E-3/203	Pensioner	Sd/xxx
2.	Col(Retd) Subash Chander	Sh. R R Joshi	E-14/203	Pensioner	Out of Station
3.	Sh.Subhash Chander Pathania	Sh. Basheshar Singh	E-6/203	Pensioner	Sd/xxx
4.	Mrs.Subdha Nayyar	W/o Late Maj T L Nayyar	E-5/402	Pensioner	Out of Station
5.	LtCol(Retd) Kulwant Singh	Late Sh. Sardara Singh	E-13/704	Pensioner	Sd/xxx
6.	Mrs.(Maj) Neelam Sharma	W/O of Sh. Roshan Garg	D-3/402	Army Service	Sd/xxx
7.	Col (Retd) Dalbir Singh	Sh. Lakha Singh	U-2/101	Pensioner	Sd/xxx
8.	Col (Retd) R C Jaswal	Sh. Diwan Chand Jaswal	E-7/102	Pensioner	Sd/xxx
9.	Col (Retd) S K Chauhan	Shri Balbir Singh	E-6/302	Pensioner	Sd/xxx
10.	LtCol(Retd) Suresh Sharma	Sh. H R Sharma	D-2/402	Pensioner	Sd/xxx
11.	Sub Maj(Retd) G C Bhatt	Sh. N D Bhatt	U-1/303	Pensioner	Sd/xxx

Sd/-x x x
(Subhash Chander Pathania)
General Secretary

WITNESS - I

Stamped

Sd/-x x x
Lt Col R G Sharma (Retd)
Pensioner, #303/D-1, GHS-79

Sd/-x x x
Lt Col(R) Kulwant Singh
Treasurer

WITNESS - II

Sd/-x x x
Brig(R) Sarjit Singh
President

(GHS-79)

Sd/-x x x
Lt Col G. S. JERYAL (Retd)
Pensioner, #704/E-3, GHS-79

Certified to be a True Copy
Sd/-x x x
District Registrar of Firms & Societies
Panchkula, Haryana.