



MY HOME
ABHRA
WHERE LUXURY REIGNS

MEMORANDUM & BYE - LAWS



MY HOME ABHRA
Apartment Owners Welfare Association
Regd. No. 1096 of 2014



GOVERNMENT OF TELANGANA
REGISTRATION AND STAMPS DEPARTMENT



THE REGISTRAR OF SOCIETIES
RANGA REDDY

00ZZ28118503


Certificate of Registration

(No : 1096 of 2014)

I hereby certify that 'MY HOME ABHRA APARTMENT OWNERS WELFARE ASSOCIATION' , P No 3 Sy No 83/1/ / Raidurga Panmaktha/ Srilingampalle/ Rangareddy/ Telangana/ India/ on this day registered under the Andhra Pradesh Societies Registration Act., 2001



RANGA REDDY
Date : 27/Aug/2014


REGISTRAR OF SOCIETIES
RANGA REDDY

Signature valid
Digitally signed
by RANGA REDDY
Date: 2014.08.27
16:29:16 IST

DOCUMENT NO.I

MEMORANDUM OF

"MY HOME ABHRA APARTMENT OWNERS WELFARE ASSOCIATION"

1. PRELIMINARY

1.1. The name of the Association shall be "My Home ABHRA Apartment Owners Welfare Association" which for the sake of brevity shall hereinafter be referred to as "The Association" and the same is registered with the Registrar of Societies under the provision of A.P. Societies Registration Act 2001 (Act 35/2001).

1.2. The registered office of the Association shall be at Administrative Office of "My Home ABHRA" in Sy.No.83/1, Raidurg, Hyderabad – 500 034, Ranga Reddy Dist.

2. INTERPRETATIONS

Unless otherwise specifically provided in these bye-laws, the following words and terms shall have the meaning assigned to them herein.

2.1. "Bye-Laws" shall mean the registered bye-laws of the Association namely "My Home ABHRA Apartment Owners Welfare Association" and as amended from time to time.

2.2. "Management Committee" means the Management Committee or Ad-hoc committee or any other Committee/ies that may be constituted by the Management Committee or the General Body for any Specific purposes, or other directing body to which the management of the affairs of the Association are to be entrusted.

2.3. "Developer / Builder" means M/s My Home Constructions Pvt. Ltd. who is developing and constructing My Home ABHRA complex being the registered land owners.

2.4. "Flat/ Apartment" "means a separate and self-contained set of premises used or intended to be used for residence of all the Five blocks viz., A to E and covered under Registered Sale Deed through which it is purchased in My Home ABHRA Apartments, situated in Survey No.83/1, Raidurga Panmaktha, Ranga Reddy District.

2.5. "Common areas and Amenities" means areas and amenities including club house or any other areas that may be earmarked for common use and facilities which are for the common use of residents, their guests, visitors and their employees.

2.6. "My Home ABHRA" or "My Home ABHRA complex" means a set of residential blocks viz., A to E and common areas, amenities including club house situated at Survey No.83/1, Raidurga Panmaktha, Ranga Reddy District.

2.7. "Association" means My Home ABHRA Apartment Owners Welfare Association.

2.8. "Owner" means an individual, partnership firm, HUF, Company or Association of Persons owning a Flat / an apartment in My Home ABHRA acquired through a registered instrument from the Builder or any subsequent transferee(s) from the Owner. If the Flat / Apartment is not owned in the Individual name, the owner shall represent only through legally authorized person.

2.9. "Member" means an Owner of the flat or the spouse of such owner being authorized by his/her spouse who owns the Flat being admitted as a Member of Association.

2.10. "Nominal Member" means a person who is a tenant/occupant/care taker of a flat other than an Owner in My Home ABHRA.

2.11. "General Secretary" means a person who is elected as a General Secretary of the Association or nominated as such in the Adhoc committee till the elections are conducted.

Words imparting the masculine gender shall include the feminine gender and vice versa.

3. AREA OF OPERATION

3.1. The area of operation of the Association shall be confined to the Residential Apartment Complex under the name and style of "My Home ABHRA" comprising of all the blocks viz., A to E and the premises on which the same is constructed including common areas, amenities and Club House and shall deal with the Owners of flats or Owners represented by their GPA Holders, tenants, licensees and occupants thereof including but not limited to Members and Nominal Members.

3.2. The Jurisdiction shall be at Ranga Reddy.

4. AIMS AND OBJECTS.

4.1. The Association is formed and registered primarily to constitute an organization of persons who are the owners of Residential Flats in the Apartment Complex known as "My Home ABHRA Apartments" in Survey No. 83 /1, Raidurga Panmaktha, Ranga Reddy district. The aims and objectives of the Association shall be:-

4.2. For the welfare of the owners and residents of My Home ABHRA Apartments consist of all blocks viz., A to E Blocks Situated in Survey No. 83 / 1, Raidurga Panmaktha, Ranga Reddy district.

4.3. To take possession of all common areas including club house, common facilities, roads, landscaping and amenities and equipments in the premises of "My Home ABHRA" Apartments.

4.4. To manage and maintain all common areas, facilities, amenities, and equipments including the club house.

4.5. To look after the maintenance, cleanliness and lighting of the common areas and club house and regular maintenance and up keeping of the equipment.

4.6. To take care of the appearance of the Apartments including white washing, painting etc., of the exterior of the Apartments and the interiors of the common areas.

4.7. To endeavor to do all that is feasible for the safety, security and comfort of the Members and Nominal Members.

4.8. To do routine, minor and major maintenance works of all common areas, amenities, facilities and equipments including plumbing dealing with potable water, sewage, rain water, bore wells, landscaping, internal roads, etc.; However, the Association will not be responsible for the repairs and maintenance of any facilities inside the flats / Apartments except the assistance provided for the routine and minor fixing of taps, and trouble shooting of electrical issues.

4.9. To collect maintenance charges, electricity charges and such other charges as may be required to collect from the members of the association on a monthly basis and/or to raise funds from Members and Nominal Members for achieving the aims and objectives of the Association.

4.10. To obtain High Tension power supply connection - **H.T Category VI** - Townships and Residential Colonies power connection or any other connection / approval / permission / License that may be required to the entire complex in the name of the association and in turn provide the power supply to all the flats and common areas of

the My Home ABHRA complex which will be billed in the name of the association and shared among the members as may be decided by the management committee from time to time. The Power supply will be provided by the association to the members/other users through a pre-paid card mechanism or any other mode as may be decided by the Management Committee from time to time.

- 4.11. To promote peaceful and harmonious living conditions, environment and atmosphere for the ultimate benefit of all the Members of the Association.
- 4.12. To promote, encourage and carryout sports, social, cultural and recreation activities for the benefit of all the Members of the Association.
- 4.13. To carry out such other objectives, as the Members in the General Body may decide from time to time.
- 4.14. To do all things that is necessary and convenient for the accomplishment and fulfilling of the aforesaid objectives of the Association.

5. EQUIPMENTS OF THE ASSOCIATION

The Association shall have control and maintenance of all the equipments which will be taken over from the Developer or forming part of the project at the time of handing over and any future acquisition of equipments.

6. CERTIFICATES

It is:

- 6.1. Certified that the Association is formed with a "no profit and no loss" motive and that no commercial activity is involved in its working.
- 6.2. Certified that the Association shall not engage itself in agitational activities to ventilate any grievances.
- 6.3. Certified that the office bearers of the Association shall not be paid any remuneration or honorarium or payment of any kind from the funds raised by the Association.
- 6.4. Certified that the office bearer's signatures are genuine.

DECLARATION:

We, the undersigned persons in the memorandum of Association have formed into an association and responsible to run the affairs of the association and desirous of getting the society registered under the A.P. Societies Registration Act 2001 (Act 35/2001).

Sl.No	Name of the Office bearers	Designations of their standing in the society	Occupation & Address	Signature
1.	Mr. Ranjan Kumar Roy Chowdhury	President	S/o. K. C. Roy Chowdhury, age: 64 years, Occ: C.E.O, R/o. Flat No : 509, Prithvi Block, My Home Navadweepa, Madhapur, Hyderabad-500081.	
2.	Mr. K. Narsing Rao	Vice-President	S/o. K. Hanumanth Rao, Age: 41 years, Occ: Business, R/o. Flat No : 708, Teja Block, My Home Navadweepa, Madhapur, Hyderabad-500081.	
3.	Mr. Mulpuri Vishnu Prasad	General Secretary	S/o. M. Veera Raghavaiah, Age: 63 years, Occ: Director, R/o. Flate No:806, Vayu Block, My Home Navadweepa, Madhapur, Hyderabad-500081.	
4.	Dr.D.Raghotham Reddy	Joint Secretary	S/o. D. Venkat Reddy, Age: 43 years, Occ: Doctor, R/o. Villa No-16 A, Vertex Lake View, Nizampet Road, Kukatpally, Hyderabad-500072.	
5.	Dr. P. Manoj Chakravorthy	Treasurer	S/o. P. Pratap Rao, Age: 37 years, Occ: Doctor, R/o. Flat No : 301, Hanuman Mansion, Srinagar Colony, Hyderabad-500073.	
6.	Mr. J. Chandra Sekhar	Joint Treasurer	S/o. J. Madan Mohan Rao, Age: 33 years, Occ: Doctor, R/o. H.No : 6-3-65/21, Madupala Towers, Green Lands, Ameerpet, Hyderabad-500016.	
7.	Mr. G.V.Laxman Rao	Member	S/o. G. Raghava Rao, Age: 38 years, Occ: Professional, R/o. Flat No.405, My Home Madhuban Apts., Srinagar Colony, Hyderabad.	
8	Dr. A. Gopi Krishna	Member	S/o. A. Anand Rao, Age: 33 years, Occ: Doctor, R/o.H.No.3-1-667, Vavilal Pally,Karimnagar-505002.	

WITNESSES:

S.No.	Name in Block Letters	Occupation & Residential Address	Signature
1.			
2.			

1. "Certified that the Association is formed with no profit motive and commercial activities involved in its working"
2. "Certified that the Bearers are not paid from the Association"
3. "Certified that the Association would not engaged in agitational to ventilate to grievances"
4. "Certified that the Office Bearers signature are genuine"

DECLARATION

We the undersigned persons in the memo have formed into an association and responsible to run the affairs of the Association and are desirous of getting the Society registered under A.P. Societies Registration Act, 2001.

Signature of the President / Secretary

**BYE-LAWS / RULES AND REGULATIONS OF
"MY HOME ABHRA APARTMENT OWNERS WELFARE ASSOCIATION"**

7. BYE-LAWS OF THE ASSOCIATION

7.1. Membership:

7.1.1. The Members of the Association shall consist of all flat owners of My Home ABHRA; subject to their residential flat being registered in their name further subject to complying with the eligibility criteria to become the Member of the Association. All the flat owners need to submit their consensus (as per **Form "A"** appended) with specimen signature and contact details along with copy of sale deed evidencing ownership.

7.1.2. Each Flat / Apartment shall have only one Membership represented by its owner by virtue of registered sale deed. In the event of any flat /apartment is jointly owned by more than one person, all the joint owners shall provide declaration / authorization (as per **Form "B"** appended) mutually agreeing to provide Membership in the name of one of the Joint owners. In the event of minor being the owner of any Flat, his/her natural guardian i.e., either mother or father or any person being appointed as legal guardian shall get Membership on behalf of minor by providing joint declaration (as per **Form "C"** appended). In the event of unfortunate demise of any Member, his/her successor who succeeds to the flat as per law is entitled to become the Member of the Association and in the event of there being more than one successors, they are obligated to provide joint declaration/ authorization (as per **Form "B"** appended) mutually agreeing to provide Membership in the name of one of the Joint owners. However in the event of any Flat is owned by either husband or wife in a family, at the option of spouse owing the Flat authorizing his/her spouse to admit as member as per the Authorization Letter (as per **Form-D** appended herewith), such spouse though not the owner of Flat will be admitted as a member in place of spouse owning the Flat.

7.1.3. The Member so admitted will have such rights, responsibilities and liabilities as laid down in these Bye-Laws.

7.1.4. All tenants or licencees or caretakers residing in the apartments and all the vendors / contractors working for the association, including their employees working in the complex, shall be Nominal Members of the Association and all such Nominal Members shall abide by these bye Laws without any voting rights. Nominal Members are not eligible to be a Member of the Management Committee. For each flat only one person is entitled to become a nominal member.

7.2. Eligibility for Membership:

7.2.1. His /Her age is more than 18 years except in the case of minor legal heir of a deceased Member.

7.2.2. All the initial purchasers of the flats and the persons purchasing the flats on resale basis from existing members. Such subsequent purchaser/Vendee shall become eligible to be a Member of the Association subject to payment of Rs.10/- per sft of flat area or any other amount as may be decided by the Managing Committee from time to time towards Membership transfer Fee which shall be

credited/ deposited by the Association to the Corpus Fund or such other fund as may be decided by the Managing Committee from time to time.

7.2.3. A purchaser of a re-sale apartment who is admitted as Member of the Association less than one month prior to the date of the Annual General Meeting shall not be eligible to vote in that Annual General Body Meeting; however he is eligible to vote in subsequent General Body Meetings.

7.3. Cessation of Membership

7.3.1. On Death; or on expulsion under these bye-laws.

7.3.2. If he declared as bankrupt or insolvent

7.3.3. A Member shall cease to be a Member when he ceases to be an Owner of the Flat / Apartment. He should however, pay all the outstanding amounts due to the Association. In case of non-payment of the same, the liability shall automatically be transferred to the new owner.

7.3.4. In case of transfer of the ownership of the flat/Apartment, prior to handing over the possession, the Member shall intimate to the Association his intention to do so in the **Form "E"** appended on payment of arrears / dues to enable the Association to issue No due certificate.

7.3.5. A Nominal Member shall automatically cease to be a Nominal Member simultaneously on the termination of his tenancy, or status of licensee or caretaker. He should however, pay all outstanding amounts due to the Association prior to vacating the premises, if any. In case of non-payment of such dues, the liability for payment shall automatically be transferred to the owner whose premises have been vacated.

7.4. Rights of a Member:

7.4.1. Every Member/Nominal member shall be provided a copy of the Bye-Laws of the Association on payment of Rs.50/- (Rupees Fifty only) or any other amount as may be fixed from time to time.

7.4.2. Every Member shall be entitled to receive a copy of the statement of account and such other documents relating to the management and affairs of the Association as may be required upon payment of copying charges at the rate fixed by the Management Committee.

7.4.3. Every Member shall be entitled to submit his/her grievance in respect of any of the amenities and / or facilities in the building complex for redressal within reasonable time.

7.4.4. Every Member shall be entitled to know as to how surplus funds of the Association are deployed. However, this right shall be exercised only during the annual general meeting or when not less than one –third of the Members issue a notice to the Management Committee in writing.

7.4.5. Every Member shall be entitled to contest in the election unless disqualified in accordance with these Bye-Laws.

7.4.6. No apartment owner shall be entitled to vote on the questions of election of the Members of the Management Committee nor shall be entitled to contest for election to such office if she/he is in arrears of any sum due in respect of his/her contribution for common expenses/subscriptions for more than 60 days on the last day of the year preceding the year in which the elections to the Management Committee would take place.

8. CAPITAL, FUNDS AND INCOME OF THE ASSOCIATION SHALL BE COMPRISED OF:

8.1. **Corpus Fund:** All the Purchasers / Members shall pay @ Rs. 50/- (Rupees Fifty only) per sq. Ft of area as mentioned in the sale deed to the Builder and the association represented by Management Committee shall be authorized to take over the said Corpus Fund amount from the Builder and however the same shall be kept in fixed Deposit / Secured Bonds earning maximum interest with any Nationalized Bank and the same shall be treated as a Permanent Corpus fund of the Association.

8.2. **Raising of Funds:** The funds of the Association shall be raised in the following ways:

8.2.1. By contribution from Members/Nominal Members towards management and maintenance of the common premises and facilities being monthly maintenance charges at the rates decided upon by the Management Committee from time to time.

8.2.2. Donations and grants.

8.2.3. Contributions towards the maintenance of roads, drains, water sources, parks and other common amenities.

8.2.4. Income from lease-hold rights of common facilities and amenities.

8.2.5. Interest on fixed deposit / Bonds of corpus fund or any other surplus.

8.2.6. Amounts collected towards transfer fee on resale of Apartments.

8.2.7. By any other mode as may be decided from time to time by the Management Committee/General Body for implementation of aims and objects.

8.3. Utilization of Funds:

8.3.1. The funds so raised by the Association shall be utilized towards all the expenses incurred by the association towards maintenance of common areas, amenities and facilities. This shall also include payment of salaries to the staff employed for the performance of various functions on a regular/ casual / contract basis for administration of maintenance, salaries/charges for providing watch and ward staff and payments to all the contractors to whom the various activities are outsourced by the Association, expenses towards printing, stationery, postage, audit fee, legal fee, water charges, electricity charges and pest control services for common areas and any other charges as approved by the Management Committee/General Body from time to time.

8.3.2. The funds of the Association shall be spent only towards the accomplishment of the aims and objects of the Association and no portion thereof, other than eligible refunds, shall be paid or transferred directly or indirectly to any of its Members/Nominal Members through any means.

8.3.3. The Corpus fund lying with association shall always remain in Fixed deposit/any other long term deposit / Bonds in any of the nationalized Banks and the interest earned / generated on the same from time to time shall be deposited in recurring

deposit/ any other deposit and all such interest shall be utilized only for the purpose of meeting long term expenditure / for replacement of Capital Items such as generators, Elevators, Motors, water pumps, common lawns and landscaping, plants, gates, laying of roads, pipelines, sewerage lines, coloring, painting of exterior of the building, corridors and common areas etc. and if at any point of time such interest generated / earned on the Corpus Fund is not sufficient to meet such expenditure, the residue/deficit required shall be contributed by all the owner/occupants in the Complex in the same proportion in which they contribute the monthly maintenance charges.

8.3.4. The funds of the Association when not utilized for the purpose mentioned under these Bye-Laws may be deposited as fixed deposit/any other deposit with any nationalized bank/s for appropriate period to be decided by the Management Committee. Such deposits together with the interest accrued, shall be utilized only for the betterment and maintenance of the Apartments, common areas etc.

8.3.5. The Association is not entitled to put the corpus fund or any other surplus / funds in any instruments of speculation in nature.

QUANTUM OF CONTRIBUTION AND PAYMENT:

8.4. The rate at which each Member/Nominal Member is required to contribute towards management and maintenance of the common premises and facilities i.e. monthly maintenance charges shall be decided by the Management Committee from time to time.

8.5. The monthly contributions as notified by the association in the Notice Boards of the complex shall be paid in advance on or before the 10th day of the month in which the payment is due. For any delayed payment, interest at the rate of 2% per month or at any such rates as may be decided by the Managing Committee from time to time shall be charged extra.

8.6. It is the joint and several responsibility of the Members who are the owners of the Flats as well as Nominal Members who are in actual occupancy of the flats to pay the monthly maintenance charges.

8.7. In case of default in payment of the contribution and other dues, continuously for a period of 3 months together with interest, the Management Committee shall, after due notice of not less than seven days, for just and sufficient cause, cut off, withhold or in any manner curtail or reduce any supplies or essential services like supply of Electricity, water, conservancy of sanitary service etc., enjoyed by flat owner / Member / Nominal Member and the said arrears shall be recoverable as if the same is a debt recoverable in law from the Members / Nominal Members. Further such defaulted Member shall not be entitled to use common facilities.

8.8. The Association shall have a charge on the flats in the complex as a security for recovery of any arrears from any Members towards payment of maintenance charges or other payments due to the Association.

8.9. The Management Committee may keep the list of defaulters along with amount due in the notice board and / or circulate the same to the Members.

8.10. All amounts payable to the association shall be paid only by way of Cheques, Pay Orders, Demand Drafts, Credit / Debit cards, Electronic payment, Pre-paid cards issued by the association and Standing Instructions like ECS drawn in favor of "My Home ABHRA Apartment Owners Welfare Association" or in abbreviated form "My Home ABHRA" payable at Hyderabad or through any other mode as may be decided by the Management Committee from time to time.

RESPONSIBILITIES & LIABILITIES OF THE MEMBERS

- 8.11. All the Members/Nominal Members shall regularly pay monthly maintenance charges to be stipulated by the Association from time to time and also other amounts as per these Bye-laws.
- 8.12. Every Member / Nominal Member shall keep his/her flat as well as the common areas clean.
- 8.13. No Member / Nominal Member shall stock or store any kind of goods or materials which are combustible, obnoxious or other goods which are not permitted to be stored without the sanction of the Competent Authority *under any* Government laws relating thereto.
- 8.14. No Member/Nominal Member shall do or suffer anything to be done in his/her flat, which may cause nuisance, annoyance or inconvenience to other Members/Nominal Members of the Association or carry on practices which may be repugnant to the general decency or morals of the Members/Nominal Members of the Association. The Management Committee shall be competent to either suo-moto or on receipt of a written complaint from any resident/occupant to take steps including legal action to stop all such practices mentioned above.
- 8.15. Every Member/Nominal Member shall use the common areas and facilities for the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other residents/occupants.
- 8.16. No Member/Nominal Member shall make any structural modifications or alterations in his/her flat without prior written permission from the Association in writing.
- 8.17. All the Flats / Apartments in the complex shall be strictly used for residential accommodation and for the purpose of guest houses providing residential accommodation only. Guest Houses providing accommodation on commercial basis such as service apartments / the accommodation sold to the patrons on rental basis are strictly prohibited.
- 8.18. Every Member/Nominal Member shall comply with the covenants, rules, conditions and restrictions placed by the Management Committee/General Body from time to time for the accomplishment of the aims and objects of the Association. Failure to comply with any of these stipulations shall be a ground for action by the Management Committee to seek relief or recover damages and also to initiate appropriate legal proceedings as deemed fit from the defaulting Member/Nominal Member.
- 8.19. No Member/Nominal Member /occupant of the unit/Flat shall undertake any Commercial/Professional activity and have offices in his/her unit/Flat.
- 8.20. Every Member/Nominal Member shall intimate the contact details and other particulars to the Management Committee in the prescribed format and update the changes, if any, from time to time.
- 8.21. Commencement of tenancy, lease or caretaker status, the concerned Member (Owner) shall notify to the General Secretary of the Association his intention to do so along with the details of the tenant / lessee or caretaker status in the form as prescribed **(Form "G")**.

- 8.22. Prior to the termination of the tenancy, lease or caretaker status of a Nominal Member, the concerned Member (Owner) shall intimate to the General Secretary of the Association, his intention to do so in the form as prescribed (**Form "H"**).
- 8.23. Every Member/owner is expected to carry out promptly all maintenance and such repair works within his/her own apartment which if omitted would affect the apartments belonging to other owners in their entirety or in part, and shall expressly be liable for any damage that may be caused to the apartments belonging to other owners or to the common amenities because of his/her failure to do so.
- 8.24. All the repairs and installations for supply of water, power, disposal of sewerage, telephones, Air conditioners, sanitary installations doors, windows, lamps and all other accessories belonging to the apartment shall be at the expense of the apartment owner concerned and such repairs and installations shall be properly done.
- 8.25. Owners shall be liable for the payment of all taxes including property taxes or any other taxes to be levied from time to time by the state/central government or local bodies from time to time in respect of the Residential Flat.
- 8.26. On obtaining High Tension power supply connection - **H.T Category VI** - Townships and Residential Colonies power connection or any other connection to the entire complex in the name of the association the association shall provide the power supply to all the flats and also to common areas of the My Home ABHRA complex by installing suitable sub-meters, as may be required. The entire consumption of the electricity in the My Home ABHRA Complex will be billed by the Electricity authorities / service provider in the name of the association. The association will in turn collect the charges towards consumption of electricity from the flat owners / other users, based on their consumption. The association shall be entitled to collect the Deposits / consumption charges in advance from the flat owners / members / other users by issuing the Pre-paid cards or in any other mode as may be decided by the Management Committee.
- 8.27. Once the association obtains HT line power connection, it is obligatory on the part of all the flat owners and other users to consume the electricity being made available by the association only through HT line and shall be prohibited from obtaining electricity connection in any other mode.
- 8.28. Even if the Flat/Apartment of any Member is vacant for any period, the maintenance charges to be levied by the Association shall be paid irrespective of the non-occupation of the Flat/Apartment.
- 8.29. The owners / residents shall not at any time divide or cause to be demolished the premises or any part thereof nor shall at any time make or cause to be made any additions or alterations of whatsoever nature to the premises or any part thereof, nor any alteration in the elevation and outside color scheme of the said premises and apartments. The Members/tenants shall keep the outside of walls, sewer drains and pipes in the said premises and apartment in good condition so as to support and protect the other parts of the building and shall not chisel or in any other manner damage the columns, beams, walls, slabs, stair-cases or other structural Members in the said premises without the prior written permission of the Management Committee.
- 8.30. Any modifications in the common areas, stair cases circulating areas require the approval in writing on receipt of the written request of the owner from the Association duly approved by more than 50% of total Members of the Association as a policy and no individual shall execute any modification without prior written approval of the Committee.
- 8.31. The owners shall reimburse the Association for any expenditure incurred for repairing or replacing any facility damaged within the common area through any fault of his/her

part and or for damages caused by his/her tenant and the same will be recovered as if the same is a debt recoverable by the association. The quantum of amount decided by the management committee of the association shall be final and conclusive.

- 8.32. An owner shall grant the right of entry to Management Committee or any Member nominated by the Management Committee in case of any emergency whether the owner is present or not at that time in case of any major defects affecting the common area facilities is apprehended.
- 8.33. The Bye-Laws and relevant rules as stated in these Bye-Laws and any standing orders issued by Management Committee from time to time with respect to the proper use of premises shall be binding not only on Members, their family Members and/or on Nominal Members and their families residing in the building but also on their employees, guests and visitors.
- 8.34. The Management Committee and the Association shall not be responsible for any loss or damage to the person or property of anyone using the building and its premises and no suit, prosecution or other legal proceeding shall lie against the Association or any Office bearer or any employee of the Association in respect thereof.
- 8.35. The Association shall defend Members of the Management Committee and its Employees in the event of any cases instituted against them. The Members and Association shall indemnify the Members of the Management Committee and Employees of the Association in the event of their suffering any liability or loss on account of claims made by third parties and Members towards damage suffered in normal and legitimate discharge of their duties as per these Bye-Laws.
- 8.36. The Association is entitled to introduce a Pre-paid card mechanism (Smart Card) for the collection of amounts against the services to be provided to the flat owners such as Maintenance of the complex, electricity etc., The amount received from the flat owners would be first adjusted against the dues towards the monthly maintenance and then towards the Electricity and such other charges payable by the flat owners based on their consumption.
- 8.37. The Association is entitled to collect the deposits from the flat owners for the Maintenance of the complex and for electricity consumption of the flat owners as may be decided by Management Committee from time to time.
- 8.38. The Association is entitled to introduce a Building Maintenance System for providing the services to the flat owners and for collection of dues from the flat owners as may be decided by the Management Committee from time to time.

9. MANAGEMENT

- 9.1. The Final Authority of the Association shall vest in its General Body, which shall be summoned to meet in a manner as specified in these bye-laws.
- 9.2. The management of the day-to-day administration of the Association shall vest in the Management Committee duly constituted in accordance with these bye-laws.
- 9.3. Subject to these Bye Laws, the Management Committee shall exercise all powers explicitly conferred on it and discharge all functions entrusted to it under these bye-laws.
- 9.4. The Management Committee shall on or before 30th June of each calendar year circulate / display in the notice board audited / approved financial statement in respect of common areas and facilities indicating (for the period / year ending 31st March every year).
- 9.4.1. All receipts and expenditure.

- 9.4.2. A summary of assets and liabilities of the Association.
- 9.4.3. A report on the activities of the Association.
- 9.4.4. Budget for next financial year
- 9.5. The elected Management Committee shall consist of Ten (10) Members which includes six officer bearers viz. President, Vice-President, General Secretary, Joint Secretary, Treasurer and Joint Treasurer and four Management Committee members and preferably at least one person shall represent from each of the Five blocks.
- 9.6. All Members of the Management Committee shall be elected by the General Body. Members who are eligible will be entitled to contest to any post of the Management Committee.
- 9.7. The Election and tenure of the Management Committee shall be two years with effect from the date of their election or until the new Management Committee is duly elected by the General Body. The Out going Management Committee shall handover the charge and administration of the Association to the newly elected body within Seven (7) days from the date of declaration of elected body.
- 9.8. Election for all the Members of the Management Committee shall be held once in two years.
- 9.9. No Member shall be entitled to vote or eligible to be elected or remain as a Member of the Management Committee or co-opted on it if, he/she is disqualified. The reasons for disqualification shall be as follows:
 - 9.9.1. He/she has been convicted of any offence, involving moral turpitude unless a period of six years has elapsed since his/her conviction.
 - 9.9.2. He/she is in arrears of any sum due from him to the Association in respect of his monthly Maintenance Charges/ any charges as on the date of nomination/ casting vote and continuing in Management Committee.
 - 9.9.3. Abstains consecutively for 6 meetings of the Management Committee without any intimation to the General Secretary / Management Committee.
- 9.10. The elected Management Committee shall have the following office bearers, who shall be elected by the Members of the General Body:
 - 9.10.1. President
 - 9.10.2. Vice President
 - 9.10.3. General Secretary
 - 9.10.4. Joint Secretary
 - 9.10.5. Treasurer
 - 9.10.6. Joint Treasurer
 - 9.10.7. Four (4) Management Committee Members.
- 9.11. The Office bearers shall hold office for the full term of two years unless 'No Confidence Motion has been passed against one or more and new office bearer/bearers has/have been elected for the remaining period. A 'No Confidence Motion' shall be

deemed to have been passed only when more than 50% majority of the Members present in the General Body Meeting voted in favour of No Confidence.

- 9.12. Any decisions and resolutions to be passed by the Management Committee shall be by way of simple majority. Every Member of the Management Committee shall have only one vote. Further the minimum quorum for the meeting of Management Committee shall be Seven (7) of the Total Strength of the Management Committee.
- 9.13. The meeting of Management Committee shall take place at least once in a month preferably on a Sunday/Public Holidays. The meeting can be requisitioned either by General Secretary or at least Four (4) Members of the Management Committee. There must be a minimum of 7 days prior notice for meeting except in case of emergency.
- 9.14. A Member of the Management Committee including any of the office bearers may resign from the Membership of the Management Committee by addressing a letter to the Management Committee. The resignation will be effective on acceptance by Management Committee or on expiry of 30 days from the date of resignation whichever is earlier.
- 9.15. Any vacancy in the Management Committee caused by resignation or disqualification or otherwise of a Member, may be filled-in by the Management Committee by passing a resolution by majority by way of co-option of any other eligible Member of the Association. The period of office of the co-opted Member shall be co-terminus with the residue tenure of office of the Management Committee. If at any point of time, the total strength of Management Committee is reduced to 50% of the total strength (i.e. minimum quorum), the Management Committee automatically gets dissolved and fresh elections shall be conducted and until new Management Committee getting elected such Management Committee shall continue to act as a care taker Management Committee.
- 9.16. The tenure of first Management Committee which is an ad-hoc Management Committee shall be for a maximum period of Two years from the date of handing over of the complex to the association or till the duly elected Management Committee by the Members taking over the management whichever is earlier. The names of the ad-hoc Management Committee Members is listed below :

Sl.No	Name of the Office bearers	Designations of their standing in the society	Occupation & Address	Signature
1.	Mr. Ranjan Kumar Roy Chowdhury	President	S/o. K. C. Roy Chowdhury, age: 64 years, Occ: C.E.O, R/o. Flat No : 509, Prithvi Block, My Home Navadweepa, Madhapur, Hyderabad-500081.	
2.	Mr. K. Narsing Rao	Vice-President	S/o. K. Hanumanth Rao, Age: 41 years, Occ: Business, R/o. Flat No : 708, Teja Block, My Home Navadweepa, Madhapur, Hyderabad-500081.	

3.	Mr. Mulpuri Vishnu Prasad	General Secretary	S/o. M. Veera Raghavaiah, Age: 63 years, Occ: Director, R/o. Flate No:806, Vayu Block, My Home Navadweepa, Madhapur, Hyderabad-500081.
4.	Dr.D.Raghotham Reddy	Joint Secretary	S/o. D. Venkat Reddy, Age: 43 years, Occ: Doctor, R/o. Villa No-16 A, Vertex Lake View, Nizampet Road, Kukatpally, Hyderabad-500072.
5.	Dr. P. Manoj Chakravorthy	Treasurer	S/o. P. Pratap Rao, Age: 37 years, Occ: Doctor, R/o. Flat No : 301, Hanuman Mansion, Srinagar Colony, Hyderabad-500073.
6.	Mr. J. Chandra Sekhar	Joint Treasurer	S/o. J. Madan Mohan Rao, Age: 33 years, Occ: Doctor, R/o. H.No : 6-3-65/21, Madupala Towers, Green Lands, Ameerpet, Hyderabad-500016.
7.	Mr. G.V.Laxman Rao	Member	S/o. G. Raghava Rao, Age: 38 years, Occ: Professional, R/o. Flat No.405, My Home Madhuban Apts., Srinagar Colony, Hyderabad.
8.	Dr. A. Gopi Krishna	Member	S/o. A. Anand Rao, Age: 33 years, Occ: Doctor, R/o.H.No.3-1-667, Vavilal Pally, Karimnagar-505002.

WITNESSES:

S.No.	Name in Block Letters	Occupation & Residential Address	Signature
1.			
2.			

10. This ad-hoc Management Committee shall have all the powers as that are exercisable by the elected Management Committee as per Bye-laws. Till the duly elected committee takes over the management and till the developer completes the My Home ABHRA complex in all respects, the ad-hoc committee shall have following specific powers :

- 10.1. to submit required applications and representations concerning the affairs of the association including registration of the association
- 10.2. to make an application before the appropriate authority(ies) for obtaining HT power connection to the My Home ABHRA complex
- 10.3. to make an application for obtaining the centralized gas connections, as may be required, for the My Home ABHRA complex and
- 10.4. to make any other applications for obtaining the permissions / licenses / approvals as may be required and are common for the owners of the association

11. POWERS OF MANAGEMENT COMMITTEE :

- 11.1. The duly elected management committee or Ad-hoc committee shall be entitled to exercise any of the powers contained hereunder only after completion of construction of My Home ABHRA complex and on handing over of corpus fund and administration of maintenance by the developer to the association except the specific powers defined under clause 12.
- 11.2. The Management Committee shall exercise the powers and discharge the functions and duties as per these bye-laws including as under.
 - 11.2.1. To determine the quantum of amount payable by Members towards monthly maintenance charges and other charges from time to time.
 - 11.2.2. To determine the rates of interest to be charged from Members defaulting in payment of contribution.
 - 11.2.3. To consider and decide on matters towards expenditure on repairs and maintenance.
 - 11.2.4. To consider and decide upon matters brought up by a Member/Nominal Member pertaining to the affairs of Association.
 - 11.2.5. To review the position of recovery of dues to the Association and to decide and initiate action against the defaulting Member.
 - 11.2.6. To ensure holding of annual meeting of the General Body within the prescribed period.
 - 11.2.7. To call a special meeting of the General Body as and when required.
 - 11.2.8. To review the audit report and place the audited accounts before the General Body.
 - 11.2.9. To take steps to maintain the common premises and facilities in clean and good condition of repair.
 - 11.2.10. To lay down rules and norms, of conduct for the users of the building Complex & premises, with a view to maintain cleanliness, safety, security, privacy and comfort of the residents/occupants.
 - 11.2.11. To appoint, suspend, remove or discharge any employees of the Association and fix their duties, remuneration etc.
 - 11.2.12. To enter into contracts with various contractors to whom the Management Committee decides to outsource any of the works pertaining to maintenance including the power to cancel, renew, amend such contracts.

- 11.2.13. To discuss/decide/call for explanation/issue notices to a Member/Nominal Member Suo-Moto or on receipt of a written complaint that the actions of the Member/Nominal Member are in violation of Bye-laws.
- 11.2.14. To perform such other functions as are assigned from time to time by the General Body and to exercise such other powers as are necessary to carry out those functions.
- 11.2.15. To do all such acts or things which the Management Committee may consider necessary for the accomplishment of the objectives of the Association.
- 11.2.16. To delegate any of the powers listed above to a Sub-Management Committee nominated from among Members of the Association who shall conform to the instructions and guidelines given to them by the Management Committee. The Sub-Management Committee's action/decision shall invariably be reported to the Management Committee in its next meeting.
- 11.2.17. To maintain proper books of accounts and get the same audited on an yearly basis.
- 11.2.18. To appoint any Legal Adviser / Advocate or any other consultant for rendering services.
- 11.2.19. To represent before any Authorities, Statutory Authorities, Honorable courts, forums, Government etc., in respect of affairs of the Association.
- 11.2.20. To take action against defaulters of maintenance charges to protect the property and amenities of the complex.
- 11.2.21. To deal with the funds of the Association and Corpus Fund as provided in the Bye – Laws.
- 11.2.22. To deal with the banks, to open Bank Account, to Operate and close the same.
- 11.2.23. To deposit the corpus fund with any Nationalized Bank earning maximum rate of interest and to deposit interest earned on Corpus Fund in to recurring or other deposit account and to utilize such interest amount for meeting capital expenses.
- 11.2.24. To keep an updated register of Members of the Association;
- 11.2.25. To keep true account of assets and liabilities of the Association;
- 11.2.26. To prepare and lay before the General Body meeting, the annual Income and Expenditure account and audited balance-sheet.
- 11.2.27. To examine the accounts, sanction contingent and other expenditure and supervise the maintenance of the prescribed registers;
- 11.2.28. To admit new Members;
- 11.2.29. To contract loans subject to any restrictions imposed under the Bye-Laws.
- 11.2.30. Through any Member or the officer or employee of the Association or any other persons specially authorized to institute, conduct, defend, compromise, refer to arbitration or abandon legal proceedings by or against the Association or Management Committee or the officers or employees concerning the affairs of the Association;

- 11.2.31. To invest the surplus funds of the Association in accordance with the terms of the Bye-Laws;
- 11.2.32. To fix and levy the user charges or other charges payable by the members/nominal members for availing any of the facilities/services offered in the club house and in respect of common facilities and also to fix and collect rent / charges from the facility / service providers in the complex including club house
- 11.2.33. To obtain fire / general insurance for the assets of the Association including cash in hand/cash in transit.
- 11.3. No Member of the Management Committee shall receive any remuneration for his work as its Member;
- 11.4. The Management Committee may appoint any persons from the Management Committee or from among the Members of the Association to constitute Sub-Committees such as audit committee, club house committee, security and housekeeping committee, landscaping committee, sports committee, cultural activities committee etc. and may delegate to it or any officer of the Association such of its own powers as it may consider desirable and necessary for the better conduct of the affairs of the Association. The Sub-Committees or officers shall in discharge of the functions entrusted to them conform in all respects to these Bye-Laws and to the instructions given by the Management Committee.
- 11.5. All matters discussed or decided at a meeting of the Management Committee are recorded in a proceedings book which shall be signed by the President / Chairman of the meeting and all the Members of Management Committee present.

12. Powers of Office Bearers of the Management Committee

Subject to such resolutions as the Management Committee or the General Body may, from time to time pass in this behalf, on taking over of the charge of administration of the My Home ABHRA residential complex, the office bearers of the Management Committee shall have the following powers:

- 12.1. **President:** The President shall exercise general control and supervision of the overall affairs of the Association and the Management Committee. He/She shall with the approval of the Management Committee make arrangements for the safe custody of cash and other properties of the Association. He/she shall preside over the meetings of the General Body and Management Committee. He/She shall operate the Association's Bank account jointly as stipulated under the Bye – Laws.
- 12.2. **Vice President:** The vice President shall take the place of the President and perform his duties whenever the President is absent or unable to act. The Vice President shall assist the President in all acts, deeds and things as may be required for administration of the affairs.
- 12.3. **General Secretary:**
- 12.3.1. The General Secretary shall be responsible for overseeing the day-to-day over all administration of the affairs of the Association.
- 12.3.2. He shall summon and attend all meetings of the Management Committee and the General Body as stipulated in these Bye – Laws.

- 12.3.3. He shall instruct, supervise help and guide the Managers / entire staff of the Association /Contractors engaged to implement the decisions of the Management Committee and the General Body.
- 12.3.4. He shall prepare the minutes of all the meetings. He shall have charge of such books and papers as the Management Committee/President may direct. He shall be responsible for the implementation of any decision taken by the Management Committee and for the execution of any task that the Management Committee decides. He shall also perform all duties incidental to the office of the General Secretary.
- 12.3.5. He shall operate the Association's Bank account jointly with the Treasurer as stipulated under these Bye–Laws.
- 12.3.6. He shall act and do all things necessary as directed by the Management Committee from time to time.
- 12.3.7. He shall sign all purchase orders/contracts and other documents after obtaining due approval of the Management Committee.
- 12.3.8. He shall maintain correspondence of the Association entrusted to him by the Management Committee.
- 12.3.9. He shall place before the General Body the annual budget, proposals and amendments etc. for consideration.
- 12.3.10. He shall generally assist the President in discharge of his functions as such.
- 12.3.11. He shall maintain the register of the apartment owners. All files relating to the Association and club house, lease agreements of common areas if any, documents connected with the award of contracts and shall conduct normal and day to day functions of the administration of the Association.
- 12.3.12. He shall be the custodian of all the documents, records of the association except the documents/ records under the custody of the treasurer.

12.4. The Treasurer:

- 12.4.1. The Treasurer shall be responsible for association funds and securities, and shall maintain books of accounts by keeping full and accurate accounts of all receipts and disbursements of the Association. He shall cause the accounts to be maintained Properly, supervise monies, deposits and valuables.
- 12.4.2. Issue receipts for the contributions received from the Members / Nominal Members either himself or by Staff as authorized by the Management Committee.
- 12.4.3. Do all such things as are required of him/her by the Management Committee or General Body towards the accomplishment of the objects of the Association.
- 12.4.4. He shall operate the Association's Bank account jointly, as stipulated under the Bye – Laws.
- 12.4.5. He shall be authorized to pay all outgoings from the association by way of cheques and where it is not possible to pay by way of cheques, he is empowered to pay the outgoings by way of cash not exceeding Rs.20,000

(Rupees Twenty thousand only) in each transaction and also to maintain imprest amount in cash.

12.4.6. He shall be responsible for depositing all money, other valuable effects in the name and to the credit of the Association in such depositaries as decided by the General Body or Management Committee as the case may be.

12.4.7. Follow up collections of all dues and maintain correspondence thereof.

12.4.8. Assist the Secretary in framing the budget.

12.4.9. Maintain all audited reports and submit necessary records, preparation of assets and liabilities.

12.5. Joint Secretary:

12.5.1. The Joint Secretary shall take the place of the Secretary and perform his duties whenever the Secretary is absent or unable to act. The joint Secretary shall assist the Secretary in all acts, deeds and things as may be required for administration of the affairs.

12.5.2. During the absence of General Secretary, with the permission of President, The Joint secretary shall discharge all the functions of General Secretary.

12.5.3. He shall help General Secretary to prepare the minutes of all the meetings and in discharging all the functions of Association.

12.6. Joint Treasurer :

12.6.1. The Joint Treasurer shall take the place of the Treasurer and perform his duties whenever the treasurer is absent or unable to act. The joint treasurer shall assist the treasurer in all acts, deeds and things as may be required for administration of the affairs.

12.6.2. The Joint Treasurer shall be coordinating with the Treasurer in overseeing the accounts to be maintained properly, supervise monies, deposits and valuables.

12.6.3. During the absence of Treasurer, with the permission of President, The Joint Treasurer shall discharge all the functions of the Treasurer.

12.7. Operation of Bank Account/s of the Association

12.7.1. The President or Secretary Jointly with Treasurer or Joint Treasurer shall be authorized and empowered to open the Bank accounts of the Association as per the decision taken by the Management Committee.

12.7.2. The President or Secretary Jointly with Treasurer or Joint Treasurer shall be authorized and empowered to operate the Bank accounts of the Association including Power to withdraw cash or issue Cheques, Obtain Pay Orders.

12.7.3. Withdrawal of cash from the bank accounts per day shall not exceed an amount of Rs.1,00,000/- (Rupees One lakh only). At any point of time cash in hand shall not exceed Rs.2,00,000/-(Rupees Two lakhs only) unless there are any payments which requires to be made only cash.

12.7.4. All cash receipts, if any, shall be deposited in the bank latest by the next day of collection and such cash receipts shall not be used for any expenses.

12.8. In the event of any defaults committed by the Members of the Management Committee including any misappropriation, they are subject to disciplinary proceedings and legal actions as per the laws of the land.

13. POWERS OF THE GENERAL BODY

- 13.1. Final Authority in all matters relating to the administration of the Association shall vest in the General Body. However, it shall not in the normal course interfere with the powers & responsibilities delegated to the Management Committee. The following among other matters, shall be dealt by the General Body:
- 13.2. To review the actions taken to implement the decisions of the last Annual General Body meeting or the last Special General Body Meeting held, if any.
- 13.3. To consider and approve the annual report of the Management Committee along with the audited statement of accounts and review the working of the Management Committee.
- 13.4. To appoint Auditor and fix their remuneration.
- 13.5. To consider the auditor's report and decide on remedial measures, if any.
- 13.6. To elect and declare the result of election to the Management Committee, if the election of Members of the Management Committee is due in that year.
- 13.7. To amend the existing bye-laws as and when necessary. Any amendment to these bye-laws shall be considered in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by majority of the members attending the meeting or more than 33% of the total Members of the association attended for such meeting.
- 13.8. To consider any important issue(s) that may be tabled by the Management Committee for the decision of the General Body.
- 13.9. To approve withdrawal of CORPUS FUND and mode of utilization there of and for such purpose more than 33% of the total Members of the association as per the Register of Membership shall vote in favour of such withdrawal and mode of utilization.
- 13.10. To prescribe penalties for any breach/breaches of the bye-law or rules made there under committed by any Member/Nominal Member or person connected with him.
- 13.11. To consider any other matter, excepting that requiring proper notice, with the permission of the chair, after the regular agenda is over.
- 13.12. The Annual General Body meeting of the Association shall be held on or before 31st day of July of each year at My Home ABHRA or any other place in Greater Hyderabad and first such meeting shall be held after completion of construction of the My Home ABHRA Complex and handing over of the maintenance to the association.
- 13.13. A Special General Body Meeting of the Association may be called at any time at the instance of the Management Committee for any specific and emergency purposes and the meeting so convened shall not transact any business other than that mentioned in the notice of the meeting.
- 13.14. A Special General Body Meeting of the Association be called at any time on receipt of a requisition signed by at least 1/5th of the Members of the Association sent to the General Secretary stating in writing the matter on which deliberations are to be made. The requisition for Special General Body meeting received from the Members of the association shall within 7 days of its receipt be placed before the Management Committee by the Secretary for fixing the date, time and place for the Special General Body meeting. However, the Management Committee shall call for such Special

General Body meeting within 14 days from the date of requisition placed before the Management Committee and such meeting be preferably held on public holidays.

13.15. The Management Committee shall decide the date, time and place for all General Body meetings with 21 clear days notice to all the Members of the Association. However, for the Special General Body meeting a clear 14 days notice shall be given to all the Members of the Association.

13.16. On the day of issuing of the notice of the General Body meeting, the Members register will be recorded and closed for the purpose of sending notices to all the eligible Members and out of those Members who are present in the meeting will only be eligible to cast their votes and such Member should be eligible to be Member on the day of the meeting of General Body. This eligibility criterion is also applicable for any decision to be taken by General Body without any exceptions.

13.17. The Management Committee shall finalize and record the minutes of every General Body meeting within 15 days from the date of the meeting and a copy thereof will be displayed in the notice boards of My Home ABHRA by the Secretary.

13.18. The accounting year of the Association shall commence from 1st April and end on the 31st March. However, the first accounting year will end on 31st March of the Financial Year in which the developer hands over the maintenance to the Ad-hoc / Management Committee.

14. ELECTION OF MANAGEMENT COMMITTEE

14.1. There shall be an election held once in every two years for the offices of President, Vice-President, Secretary, Joint-Secretary, Treasurer, Joint Treasurer and Four (4) Management Committee Members.

14.2. The Management Committee shall appoint an election officer who may be a Member of the association or may be an outsider who is considered competent and experienced for conducting the Elections. The outgoing Management Committee shall assist the election officer to conduct the elections.

14.3. The offices of President, Vice-President, Secretary, Joint-Secretary, Treasurer and Joint Treasurer cannot be held by the same persons consecutively for more than two terms.

14.4. The candidates who secure highest number of votes shall be declared elected for the respective offices. In the event of more than one contestant securing same number of votes for the same post only one among them will be declared elected by conducting draw of lots by election officer in the presence of the said contestants.

14.5. In the event of dissolution of Management Committee before the expiry of its tenure, the election shall be held within 30 days thereof.

14.6. The voting in election shall be by way of secret ballot.

15. VOTING:

15.1. All eligible Members of the Association may participate in a General Body Meeting.

15.2. Only eligible Members shall be entitled to cast their vote in favour of a candidate of his choice for election of the Management Committee or vote in favour or against or any resolution touching upon the affairs of the Association.

15.3. A Member entitled to attend and vote at the General Body meeting is entitled to appoint a proxy to attend and vote instead of himself. Proxies in order to be effective must be received and acknowledged by the association not less than 48 hours before

the scheduled time of the meeting. Corporate Entities either being Member or being proxy of other Member intending to send their respective authorized representatives are required to send a duly certified copy of the Board / Governing body resolution authorizing such representatives to attend and vote at the General Body meeting.

15.4. At a General Body meeting every Member shall have one vote for each flat owned by him. In the event of his absence, a proxy of the Member (holding an authorization as per **Form – “F”** duly signed by the Member) is entitled to cast vote. A single member can represent as a proxy for not more than four Members. However, such proxy/Member will be allowed into the meeting hall by duly verifying the identity through submission of one of the following proofs with photo identity: (a) Passport (b) Driving License issued by the competent authority (c) Voter identification card (d) Ration card (e) PAN card (f) any other photo identity proof issued by the Government authorities.

15.5. Minutes of such general body meeting / Results of the election shall be displayed on all the notice boards in the complex within two (2) days after such meeting.

16. REGISTERS

16.1. The following registers and papers shall be maintained and shall be open to the inspection by any Member only during the office hours after obtaining the permission of the Management Committee:

16.2. A register of Members, showing the name, address and occupation of every Member, the date of admission as Member, date of termination of Membership and signatures.

16.3. Books of Accounts maintained by the Association, Vendors agreements and other contracts.

16.4. A Minutes book.

16.5. All the records including Books of Accounts, Minutes Book, Agreement, approvals, licenses, permissions etc. will always be secured in the registered office of the Association.

17. QUORUM FOR MEETINGS

17.1. Management Committee Meetings - Minimum 4 Members out of 10 Management Committee Members to form a quorum for Management Committee meetings.

17.2. For any other Management Committees formed by the Management Committee including sub- Committees the quorum will be simple majority.

17.3. For Special and Annual General Body Meetings the quorum is 1/3rd of the total Members of the association.

17.4. If there is no quorum at the notified time, the meeting will be adjourned by a maximum of two hours and the meeting will be reconvened. When the meeting is reconvened if the quorum is not achieved the meeting shall be continued as if the quorum is achieved.

18. RULES OF THE ASSOCIATION

ALL THE MEMBERS/NOMINAL MEMBERS AND SUCCESSORS –IN INTEREST SHALL BE BOUND BY THE FOLLOWING RULES OF THE ASSOCIATION:

18.1. All the Members/Nominal Members shall regularly pay all dues including monthly maintenance charges to the Association from time to time on or before due dates and in the event of default of the same, the Association shall initiate all actions as

per these Bye-laws including disconnection of essential services. Further the Association shall take all legal measures as if it is a debt recoverable from the defaulters.

- 18.2. No refuse should be thrown directly into the open areas. The garbage should be properly packed in plastic bags and deposited outside the flat entrance so as to enable the collector of Garbage, to dispose off the same in Municipal dust-bin. No Garbage/dust-bin shall be left outside the flat or in the corridor.
- 18.3. No burning articles like matches, cigarette butts, etc., should be thrown directly in the open areas, in Elevators or into any of the open areas from the balconies/ corridors.
- 18.4. No Advertisements or Posters of any kind shall be pasted in the Elevators or in or on the Apartments except as authorized by the Management Committee.
- 18.5. While washing the flats and watering the plants etc., care should be taken to see that water does not flow out from the balconies affecting the residents on the lower floors, passers by on the road below, the cars parked and the exterior surface of the building.
- 18.6. Hawkers, vegetable vendors, Video Cassette suppliers and such others, except those authorized by the Management Committee, shall not be allowed inside the Apartments Complex.
- 18.7. No person shall be allowed for door-to-door sales / demonstration of any kind of solicitation without the written permission of the Management Committee.
- 18.8. Product display/demonstrations/exhibitions/sales shall be permitted by the Management Committee at a specified venue and date, on written request from the manufacturer/ sales representatives.
- 18.9. Drying or hanging of clothes etc, from the windows, on railings of the balconies or the corridors, is prohibited.
- 18.10. No person shall be allowed to stay / sleep in the common areas or in the vehicles during night times except under special circumstances for which Management Committee's permission will be necessary.
- 18.11. Municipal water shall be used only for drinking and cooking purposes.
- 18.12. Vehicles shall not be parked by the Members other than in the allotted parking slots and should be parked in a manner without encroaching upon parking slots belongs to other Members and common areas. Outside Vehicles shall be parked only in the places earmarked for visitors parking.
- 18.13. Parking places shall be used only for parking and no articles shall be stored in the parking areas and no washing of vehicles is allowed in parking areas and however the vehicles can be washed in the pre- designated wash areas.
- 18.14. Firing of crackers or any other articles of fire works inside the flats, in common corridors, staircases, Elevators etc., are strictly prohibited. Special arrangements to fire crackers during Deepavali / special occasion will be made and all residents and their wards are requested to follow strictly the instructions issued by the Management Committee, every year in this regard.
- 18.15. The maximum speed limit for vehicles inside the premises shall be 10 kilometers per hour. Speeding' and overtaking of vehicles is strictly prohibited. No horns

shall be blown inside the premises. Management may impose the penalties for such violations.

- 18.16. Smoking, spitting of Pan in the Corridors / Common Areas / Elevators etc. is strictly prohibited.
- 18.17. Elevators should not be overloaded. Heavy and oversize articles should not be carried in the Elevators and further the Elevators shall be used for designated purposes.
- 18.18. The owners of the pets shall abide by the municipal sanitary bye-laws /regulations. Pets shall not be left in common areas and always be accompanied by their owners and pets are allowed entry in pre-designated service Elevators. Pets are not allowed to be walked on the lawns and defecate in the common areas.
- 18.19. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, TVs. and amplifiers that may disturb others.
- 18.20. Every owner shall attend promptly to all the maintenance and repair works within his/her own Unit/Flat. This is purely outside the purview of the association.
- 18.21. All the repairs to internal installations of the dwelling shall be at the expense of the Apartment Flat Owner concerned.
- 18.22. In the event of seepage occurring in one unit/Flat and affecting a appurtenant / unit below or block, the affected party should put in notice to the other owner. Cost of repair and restoration will be borne by the owner of the unit/Flat from which the seepage originates, and such repairs will be completed at the earliest and shall not exceed 30 days. Seepage originating in common areas and is not originating from any flat will be the responsibility of the Association.
- 18.23. An owner shall reimburse the Association any expenditure incurred in repair or replacement of any common area facility or fittings damaged through his/her fault.
- 18.24. A Member may rent or lease his apartment for residential purposes to families only. The tenant and his dependants are required to abide by the Bye Laws and Rules of the Association. In the interest of security, it will be the responsibility of the Owners and the Association. To ensure that the tenants are carefully vetted and submit Form-A as per Annexure to these bye-laws duly filled in to the Association and concurrence shall be obtained from them in writing prior to entering in to rental agreement with prospective tenant. The Association reserves the right to approve / disapprove.
- 18.25. All residents, who want to shift out of the complex are required to obtain "No Due Certificate" and shall obtain an out pass seven days in advance. The Association shall be approached for the use of freight Elevators during moving in/out vehicles carrying heavy baggage of residents. Such vehicles will not be allowed to enter / exit without in / out pass issued by the Association and vehicles shifting articles shall not be allowed between 6.00 PM and 6.00 AM or during any other time to be notified by the Management Committee.
- 18.26. Structural changes within a dwelling unit that involves tampering with walls, removal of load bearing columns and beams are strictly prohibited. All wires entering dwelling units will be through designated conduits only.
- 18.27. Repairs / maintenance works / inside of flats will be undertaken between 6.00 AM to 6.00 PM Monday to Saturdays. Sundays are to be observed as holidays.

- 18.28. The Association will provide residents with vehicle stickers and I D cards. For this purpose, two stamp sized photographs are required for each Member of the family. Entry of vehicles into the "My Home ABHRA" complex without stickers will not be permitted. Residents are required to furnish make and model of both two and four wheelers vehicles along with their registration numbers.
- 18.29. Domestic help / Drivers and other employees should furnish personal details and two passport size photographs to the manager for issuing passes at owners' request and the Member/Nominal Member should inform the office of the Association immediately, if such employee ceases to work with the Member/Nominal Member.
- 18.30. Residents should check whether their domestic help possesses a valid pass. Domestic help should also furnish a no objection letter from a previous employer if shifting from one flat to another within the complex.
- 18.31. No outdoor sports/ games and activities are allowed that can damage parked vehicles or apartment.
- 18.32. Residents shall not carry out wood work in front of their apartment entrance, clutter / deface stairways, Elevators, corridors, balconies, stilt parking and other common areas with flowerpots, furniture packing materials, boxes etc.
- 18.33. No structure temporary or permanent such as wall, iron fencing or barricade of any type shall be erected in the common areas by any Member / resident.
- 18.34. No Member/Nominal Member shall rent or lease parking space allotted to him in My Home ABHRA complex to a person not residing in the complex.
- 18.35. No vehicle(s) will be permitted to be parked immediately behind stilt parking area preventing entry/ exit to the same.
- 18.36. A resident shall grant right of entry to his/her dwelling unit to the Estate Supervisor or Manager or to any other person authorized by the Management Committee in case of any Emergency. The Management Committee is to ensure safety of premises till it is handed back to the occupant.
- 18.37. The terrace/ roof top of the block is out of bounds for all residents including children. Access is permitted only to technical staff of the Association for maintenance related works.
- 18.38. Garments, rugs, linen etc hung out to dry in the balconies are not to protrude outside the building or on the railings of balcony. Flower pots and other objects are not to be hung from balcony roof or placed on the parapet walls.
- 18.39. All residents are requested to conserve water when using for domestic purposes as well as for car washing. Cars are allowed to wash only at notified car washing areas and shall not be washed in the car parking areas.
- 18.40. No painting of walls in the Balconies and corridors is allowed to protect the esthetics like color scheme and elevation and over all appearance of the complex. If any Member requires the balcony / corridors walls to be painted, the request can be made to the Association and an estimate of costs will be provided by the Association at the earliest. Upon payment of the amount in advance by the Member, the painting will be carried out by the Association.
- 18.41. No Member / Nominal Member or their representative shall directly interfere, suggest, use the Members of maintenance staff, contractors including security personnel. However, they can request for the services for their own flats viz.,

Plumbing, electrical and other maintenance issues by intimating to the maintenance office.

18.42. When the Elevators are operated without an attendant and power failures are not un-common, parents and guardians residing in or visiting the building are strongly advised not to allow their minor children below the age of 10 years to use the Elevators without an adult escort.

18.43. Every owner or tenant or occupant of a flat is advised to take necessary fire prevention measures and provide fire fighting devices in the premises occupied by him.

18.44. Every Member/Nominal Member is advised to insure his premises and house-hold goods and valuables against theft, flood, earthquake, fire, etc.,

18.45. The Association will govern the use the lawns, courtyard between the four blocks, recreation facilities like tennis, badminton, basketball, children playing area and other common amenities. The Members/Nominal Members will have the priority over the friends and relatives of the Members/Nominal Members in using the above amenities. All Members/Nominal Members and their representatives abide by the rules when using the above amenities.

19.WAIVERS: The failure by the Management Committee to enforce any term or any period or any one or more of the terms of conditions of the bye-laws of the association will not be construed as waiver of them or of the right at any time subsequently to enforce all the terms and conditions of these bye-laws.

20.ARBITRATION: In the event of arising any disputes among the Members, Members and Association, such disputes shall as far as possible be settled in an amicable manner and if same is not possible, the same shall be referred for redressal to the arbitrator and award of the arbitrator shall be final and binding. The arbitration proceedings shall be initiated, carried out and concluded as per the provisions of the arbitration and conciliation act, 1996, and the place of arbitration shall be Hyderabad, Telangana, India.

21.OFFICIAL SEAL: The Association shall have a common "seal" which shall be in the custody of the Secretary and shall be used only under the authority of the resolution of the Management Committee and every deed of instrument to which this seal is affixed shall be attested for and on behalf of the Association by the Members of the Management Committee or President or any other person authorized by the Association on that behalf.

22.WINDING UP: 75% of the Members of the Association may decide about the dissolution of the Association in the General Body meeting. If upon dissolution of the Association, there shall remain after satisfaction on all its debts and liabilities, if any assets remain, such assets shall be transferred to a new Association having similar objectives and aims and which has been recognized by the Income Tax Authorities under the provisions of the Income Tax Act,1961 but shall not be distributed or paid among the Members of the Association.

23.MISCELLANEOUS: The interpretation/expression and other Rules & Regulations not specifically defined in the Bye-law should be in accordance with the A P Societies Registration Act, 2001 and its amendments there of or any other applicable laws of the land.

CERTIFIED TO BE A CORRECT COPY

We, the undersigned the persons in the memorandum of Association have formed into an association and responsible to run the affairs of the association and desirous of getting the society registered under the A.P. Societies Registration Act 2001 (Act 35/2001).

Sl.No	Name of the Office bearers	Designations of their standing in the society	Occupation & Address	Signature
1.	Mr. Ranjan Kumar Roy Chowdhury	President	S/o. K. C. Roy Chowdhury, age: 64 years, Occ: C.E.O, R/o. Flat No : 509, Prithvi Block, My Home Navadweepa, Madhapur, Hyderabad-500081.	
2.	Mr. K. Narsing Rao	Vice-President	S/o. K. Hanumanth Rao, Age: 41 years, Occ: Business, R/o. Flat No : 708, Teja Block, My Home Navadweepa, Madhapur, Hyderabad-500081.	
3.	Mr. Mulpuri Vishnu Prasad	General Secretary	S/o. M. Veera Raghavaiah, Age: 63 years, Occ: Director, R/o. Flate No:806, Vayu Block, My Home Navadweepa, Madhapur, Hyderabad-500081.	
4.	Dr.D.Raghotham Reddy	Joint Secretary	S/o. D. Venkat Reddy, Age: 43 years, Occ: Doctor, R/o. Villa No-16 A, Vertex Lake View, Nizampet Road, Kukatpally, Hyderabad-500072.	
5.	Dr. P. Manoj Chakravorthy	Treasurer	S/o. P. Pratap Rao, Age: 37 years, Occ: Doctor, R/o. Flat No : 301, Hanuman Mansion, Srinagar Colony, Hyderabad-500073.	
6.	Mr. J. Chandra Sekhar	Joint Treasurer	S/o. J. Madan Mohan Rao, Age: 33 years, Occ: Doctor, R/o. H.No : 6-3-65/21, Madupala Towers, Green Lands, Ameerpet, Hyderabad-500016.	
7.	Mr. G.V.Laxman Rao	Member	S/o. G. Raghava Rao, Age: 38 years, Occ: Professional, R/o. Flat No.405, My Home Madhuban Apts., Srinagar Colony, Hyderabad.	

8	Dr. A. Gopi Krishna	Member	S/o. A. Anand Rao, Age: 33 years, Occ: Doctor, R/o.H.No.3-1-667, Vavilal Pally,Karimnagar-505002.	
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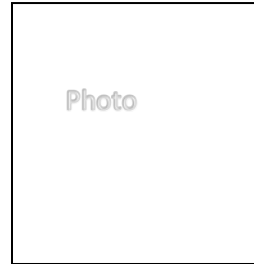
WITNESSES:

S.No.	Name in Block Letters	Occupation & Residential Address	Signature
1.			
2.			

Signature of the President / General Secretary

“FORM-A”

LETTER OF CONSENSUS



Date: _____

To:
The General Secretary
My Home ABHRA Apartment Owners Welfare Association,
My Home ABHRA,
Raidurg,
Hyderabad.

I, _____ am the owner of Flat No. _____ in _____
Block at MY HOME ABHRA APARTMENTS, Raidurg , Hyderabad vide registered sale deed
document No. _____ dated _____. I am happy to note that an Association is
registered among the owners of the Flats and I have read and understood the bye-laws of the
Association. Though, every Flat owner automatically becomes the Member of the Association, I
hereby give my explicit consent to become Member of the Association and agree to abide by
the bye-laws of the Association. Upon admitting me as a Member, I request you to provide my
Membership number.

My contact details:

Home Address:

Work Address (optional):

Phone Res:

Mobile:

Phone Work (optional):

e-mail:

Thanking you,

Specimen signature

Yours Sincerely,

Owner Signature

Name: _____

Note: A copy of the sale deed should be provided to the Association for the records.

“FORM-B”

JOINT DECLARATION –cum- AUTHORIZATION

We,

- 1. Sri _____, S/o _____,
R/o _____
- 2. Sri _____, S/o _____,
R/o _____
- 3. Sri _____, S/o _____,
R/o _____

are the joint owners of the Residential Flat No. _____ in _____ Block of “MY HOME ABHRA APARTEMENTS”, situated at Sy.No.83 /1 , Raidurg, Hyderabad having purchased jointly through a registered Sale Deed No. _____ Dated _____.

We are happy to note that an Association is registered among the owners of the Flats and we have read and understood the bye-laws of the Association. Though, every Flat owner automatically a Member of the Association, we here by give our explicit consent to become Member of the Association and agree to abide by the bye-laws of the Association. We have noted that in case of joint owners of a particular Flat, only one of the owners is eligible to become a Member with the consent of other joint owner/s. We hereby declare that No. _____ among us viz., Sri _____ may be admitted as a Member of the Association in respect of our Flat and hence this Joint Declaration –cum- Authorization. Upon admitting the said person as Member, we request you to provide the Membership number.

Phone Res:

Mobile:

Phone Work (optional):

Thanking you,

Specimen signature

Sincerely,

1.

2.

3.

(NAME)

“FORM-C”

(DECLARATION BY THE GUARDIAN OR MINOR OWNER)

I hereby declared that I am the natural guardian/guardian appointed by court order no. _____ dated _____(copy enclosed) of Master/Baby. _____ who is owner of the Residential Flat No. _____ in _____ Block of “MY HOME ABHRA APARTEMENTS”, situated at Sy.No.83 /1 Raidurg, Hyderabad having purchased through a registered Sale Deed No. _____, Dated _____.

I am happy to note that an Association is registered among the owners of the Flats and I have read and understood the bye-laws of the Association. Though, every Flat owner automatically a Member of the Association, I hereby give my explicit consent to become Member of the Association and agree to abide by the bye-laws of the Association. Upon admitting me as a Member, I request you to provide my Membership number.

I further declare that I shall represent the said minor in all future transactions /acts /correspondence of any nature/description and shall act accordingly for the benefit of the minor. I hereby indemnify My Home ABHRA Apartment Owners Welfare Association against the claim of the minor for any act /transaction /correspondence made by me with the association.

My contact details:

Home Address:

Work Address (optional):

Phone Res:

Mobile:

Phone Work (optional):

Specimen signature

sincerely,

(NAME)

Signature of the Natural Guardian/Guardian

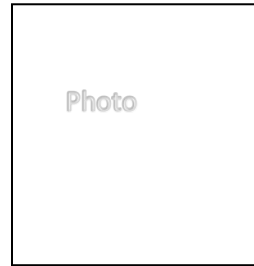
Note: A copy of the sale deed should be provided to the Association for the records.

“FORM-D”

(LETTER OF AUTHORIZATION TO ADMIT THE SPOUSE OF THE OWNER OF FLAT AS A MEMBER OF THE ASSOCIATION)

Date: _____

To:
The General Secretary
My Home ABHRA Apartment Owners Welfare Association,
My Home ABHRA,
Raidurg,
Hyderabad.



I, _____ is the owner of Flat No. _____ in _____ Block in My Home ABHRA Apartment Complex, Raidurg, Hyderabad having purchased the same vide Sale Deed dated _____ registered as document No. _____. I am happy to note that an Association is registered among the owners of the Flats and I have read and understood the bye-laws of the Association and noted that every Flat Owner is required to become a member of the Association.

Due to my various pre-occupations, now I am not able to act as a member and hence in terms of the bye-laws of the Association, I hereby irrevocably authorise my wife/husband viz., Sri/Smt. _____ who is my spouse to become and admit as a member of the Association in my place, whose photograph and signature affixed herewith and hence I request the Association to admit my above named spouse as a member of the Association in my place and my spouse is also furnishing the Letter of Consensus in Form-A.

Yours sincerely,

Signature of Spouse

Signature of Owner the Flat

ATTESTED

(Signature of Owner of the Flat)

“FORM-E”

Intimation on Transfer of Ownership

To,

The General Secretary,
My Home ABHRA Apartment Owners Welfare Association,
My Home ABHRA Apartments,
Raidurg,
Hyderabad – 500034.

Sir/Madam:

I, Shri / Smt. _____ Member of the Association with Membership number _____ hereby notify that I/we have sold our flat number _____ in _____ Block to Shri / Smt. _____ S/o,W/o. _____ whose specimen signature is appended. I/we here by authorize the Association to transfer my Membership to the said new owner and I/we will cease to be the Member of the Association. I also hereby confirm that there is no outstanding amount due from me to the Association. The said new Member shall complete Form “A” and any other formalities to become the Member of the Association.

Specimen signature

(New Owner / Purchaser.)

Attested.

Sincerely,

Signature

“FORM-F”

To,

The General Secretary,
My Home ABHRA Apartment Owners Welfare Association,
My Home ABHRA Apartments,
Raidurg,
Hyderabad – 500034.

PROXY

Authorization Form Required Under the Bye – Laws:

I, Shri / Smt. _____ Member of the Association with Membership number _____ hereby authorize Shri / Smt _____ whose signature is attested hereunder, to vote on my behalf as my Proxy at the General Body meeting of My Home ABHRA Apartment Owners Welfare Association to be held on date _____. I have not authorized any one else to vote on my behalf.

Attested:

Signature of the Authorized Representative

Thanking you,

Sincerely,

Signature of the owner

Signed this _____ day of _____.

“FORM-G”

AUTHORIZATION TO BECOME NOMINAL MEMBER

To,

The General Secretary,
My Home ABHRA Apartment Owners Welfare Association,
My Home ABHRA Apartments,
Raidurg,
Hyderabad – 500034.

Sir/Madam:

I, Shri / Smt . _____ Owner of Flat No. _____ in _____ Block a Member of the Association with Membership number _____, hereby notify that, I have Entered into tenancy / lease / care – taking agreement of my above mentioned apartment to Shri / Smt. _____ from Date _____. He/She shall hereafter be admitted as Nominal Member of our Association after completing the formalities if any from effective Date: _____. The maintenance charges from the said effective date shall be paid by said Shri / Smt. _____.

I, Shri / Smt _____ hereby declare that I will abide by the rules laid down in the bye-laws of the Association.

Attested:

Signature of the Tenant / Lessee / Caretaker

Thanking You,

Sincerely,

Signature of the Member

Date:

"FORM-H"

CANCELLATION OF NOMINAL MEMBER

To,

The General Secretary,
My Home ABHRA Apartment Owners Welfare Association,
My Home ABHRA Apartments,
Raidurg,
Hyderabad – 500034.

Sir/Madam:

I, Shri / Smt. _____ Owner of Flat No. _____ in _____ Block a Member of the Association with Membership number _____, hereby notify that I intend to terminate the tenancy / lease / care – taking agreement with Shri / Smt. _____ with effect from date _____. He / She shall therefore, cease to be a Nominal Member of our Association from the said date. Any outstanding amount due from Shri / Smt. _____ to the Association shall be paid by me.

Thanking You,

Sincerely,

Signature of the Member

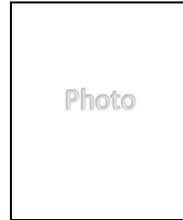
Date:

LETTER OF CONSENT BY NOMINAL MEMBER

Date: _____

To:

The General Secretary
My Home ABHRA Apartment Owners Welfare Association,
My Home ABHRA,
Raidurg,
Hyderabad.



I am the tenant / lease holder / Lessee / caretaker of Flat No. _____ in _____ Block at MY HOME ABHRA APARTMENTS, Raidurg, Hyderabad. I hereby give my explicit consent to become Nominal Member of the Association and agree to abide by the bye-laws of the Association.

My contact details:

Home Address:

Work Address (optional):

Phone Res:

Mobile:

Phone Work (optional):

Thanking you,

Sincerely,

Nominal Member Signature

CHANGE OF CONTACT DETAILS

Date: _____

To:

The General Secretary
My Home ABHRA Apartment Owners Welfare Association,
My Home ABHRA,
Raidurg,
Hyderabad.

I am the Member /Nominal Member of My Home ABHRA Apartment Owners Welfare Association and hereby intimate the change of my contact details. I am resident/owner of Flat No. _____ in _____ Block.

My contact details:

Home Address:

Work Address (optional):

Phone Res:

Mobile:

Phone Work (optional):

Thanking you,

Sincerely,

Member/Nominal Member Signature



MY HOME
ABHRA
WHERE LUXURY REIGNS

My Home Abhra Apartment Owners Welfare Association
P.No. 3 Sy No 83/1, Raidurga, Panmaktha, Srilingampalle, Rangareddy, Telangana