

**BYE-LAWS
AOWA
KENDRIYA VIHAR-I**
Post: JANLA, BHUBANESWAR
ODISHA, PIN – 752054

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INTRODUCTION

Central Government Employees Welfare Housing Organization (CGEWHO), an autonomous body under the Union Ministry of Housing and Urban Poverty Alleviation (MHUPA) builds housing complexes for Government employees, both serving and retired, in selected places. It awards contracts to private builders and oversees the construction and administrative matters. The cost of construction is demanded from the applicants from time to time based on the progress of work done.

In Bhubaneswar, the CGEWHO completed its first phase project in Mouza Begunia Barehi, Post: Janla in 2013. The Construction comprises of 256 Dwelling Units in 16 blocks of Type A, B, C & D with 'Stilt + 4 with lift' configurations. Details of apartments are given below:

Type	Accommodation	Area(Sq.ft.)	No. of DU
A	1 BHK	582	32
B	2 BHK	1080	112
C	3 BHK	1377	64
D	4 BHK	1677	48

In addition Community Centre along with some Shops were also constructed.

A sewage treatment plant, a RO plant to provide safe drinking water, three standby diesel generators for common area and lifts in case of power failure, three transformers and pump sets have been provided.

MEMORANDUM OF ASSOCIATION

a)	Name of the Association	KENDRIYA VIHAR APARTMENT OWNERS WELFARE ASSOCIATION
b)	Address of Registered office of the Association	Community Cener, Kendriya Vihar, Begunia Barehi, Post: Janla, Bhubaneswar-752054
c)	Date of formation of the Association	12.06.2014
d)	Registrar of the District within whose jurisdiction the office of the association is situated	Bhubaneswar, Dist : Khurda, PIN: 752054
e)	The business hours of the association	10.00 AM to 6.00 PM

PREAMBLE

Central Government Employees Welfare Housing Organization (CGEWHO), an autonomous body under the administrative control of the Union Ministry of Housing and Urban Poverty Alleviation (MHUPA) Govt. of India, New Delhi, has taken up constructing flats at various places in India which aims at the welfare and well being of the Central Government employees (serving and retired) who are expected to live amicably and peacefully while keeping contact with each other with camaraderie spirit in accordance with the principles of state policy thereby intending to achieve that objective through Associations. The Apartment Owners' Welfare Association constitutes the democratic, lawful and inclusive decision making forum to address the societal concerns and issues of the owners / residents of Kendriya Vihar, Bhubaneswar, Post: Janla, Bhubaneswar, Odisha – 752054.

BYE-LAWS

These bye-laws may be called the bye-laws of the Kendriya Vihar Apartment Owners' Welfare Association, Begunia Barehi, Post: Janla, **Bhubaneswar**, Dist:Khurda, PIN: 752054, Odisha having its office at Kendriya Vihar.

The AOWA is dully registered with the Registrar of Societies, Govt. of Odisha vide Registration No. _____ dated _____.

1. AIMS AND OBJECTIVES OF THE BYE-LAWS

The primary objective of these bye-laws is to provide a set of Rules & Guidelines and Requisite Administrative Framework to govern the AOWA so as to achieve the aims and objectives of the association, specifically, mentioned in the Memorandum of Association and they are applicable Mutatis Mutandis under these bye-laws.

1. SHORT TITLE AND APPLICATION:

- (i) These bye-laws may be called the bye-laws of KENDRIYA VIHAR APARTMENT OWNERS WELFARE ASSOCIATION
- (ii) These bye-laws shall apply to the members of the KENDRIYA VIHAR APARTMENT OWNERS WELFARE ASSOACATION of the Kendriya Vihar Housing Complex situated at Mouza: Begunia Barehi, P.O. Janla, and Bhubaneswar-752054.
- (iii) All present owners, their legal successors, tenants, future tenants or their employees or any other person who may use the facilities of the Kendriya Vihar in any manner shall be bound by the provisions set forth under these Bye-laws.
- (iv) It is incumbent on the owners to ensure that their tenants / lessees / or Licensees are made aware of these provisions while any written or oral agreement is entered into for tenancy or lease. **A form to be filled up by the tenants duly signed by the owners to be submitted to Society before taking possession of flat for rent purpose.** Copy of the format is enclosed at Annex- II. A copy of these bye-laws may be furnished to the said persons so as to help them to comply with these provisions, rules and regulations.
- (v) The mere acquisition on rental or taking on license or lease of any of these dwelling units or stilt car parking slot(s) or mere act of occupancy of any of the said dwelling units or stilt car parking slot(s) will automatically signify that these bye-laws are accepted and shall be complied with.

- (vi) If anything contained in these bye-laws are directly or indirectly in contravention to the rules or bye-laws of the Odisha govt. Apartment Owners Act, 1982 and its amendments or any prevailing rules or bye-laws enacted by the State Government, whichever applicable, shall prevail upon these byelaws.
- (vii) The acquisition of ownership or on rent of any independent dwelling unit of the Kendriya Vihar or act of occupancy of any of the said units will signify that these bye-laws are accepted, ratified and will be complied with.

2. DEFINITIONS:

In these rules, unless there is anything repugnant in the subject or context:

- i. **“Act”** means the Odisha Registration and Regulation of Societies Act, 1982.
- ii. **“Collegium”** means an intermediate body consisting of elected representatives of member of a society and required to be constituted in cases where the number of member exceed two hundred fifty six and acts as a General Body.
- iii. **“Association”** means the association of all the Apartment Owners who are herein after referred to as members constituted by such members for the benefit and welfare of the Kendriya Vihar Apartment Owners.
- iv. **“Building”** means Blocks, Flats, Community Hall, Stilt Car Parkings, Boundary wall and other structures located within the premises of Kendriya Vihar, Bhubaneswar-752054, Odisha.
- v. Each dwelling unit shall be called a **“Flat”** or **“Apartment”**.
- vi. The **“Member”** means the member of the Kendriya Vihar Apartment Owners Welfare Association.
- vii. The **“Committee”** means the Executive Committee of the Kendriya Vihar Apartment Owners Association.
- viii. **“The President, the Vice President, the Secretary, the Joint Secretary, the Treasurer and the Committee member”** mean those respective office bearers of Kendriya Vihar Apartment Owners Welfare Association.
- ix. **“Annual General Body Meeting”** and **“Extraordinary General Body Meeting”** of the Association as are convened and held under the Bye-Laws in force of the Kendriya Vihar Apartment Owners Welfare Association.
- x. **“Meeting”** means all such meeting other than Annual General Body meeting and Extraordinary General Body meeting of the Kendriya Vihar Apartment Owners Welfare Association.
- xi. The **“Resolution”** means a Resolution of the Association as may be determined by the managing Committee and Collegium from time to time.
- xii. **“Year”** means the accounting year of the association as may be determined by the managing Committee from time to time.
- xiii. **“Owners”** means the person(s) who has/have acquired the apartment/flat from the ‘Central Government Employees Welfare Housing Organization’ or got it though any purchase, by will or gift from his/her parents/family members.
- xiv. **“Tenant”** means person occupying the apartment on payment of the rent as fixed by the owner of the apartment.

- xv. **“Proxy”** means any person appointed by eligible member to represent him in meetings. Such appointment shall be in writing addressed to the President. The Proxy has a right to speak, represent and vote in meetings on behalf of the member. One Proxy can represent one member at a time.
- xvi. All property, moveable or immoveable, belonging to the Society/Association, whether acquired before or after its registration, if not vested in trustees, shall vest in the Committee, and any such property may in any legal proceeding, be referred to as the property of the Association.
- xvii. All present or future owners, tenants, future tenants or any other person who might use the facilities or the building in any manner are subject to the provisions of these bye-laws.
- xviii. For the purpose of this Association and for this document, Rules and laws carry the same meaning.

3. THE ACTIVITIES OF THE ASSOCIATION IN FURTHERANCE OF ITS OBJECT:

- i. The Executive Committee of the Association shall frame and execute the Policies from time to time for the progress, financial benefits and sound standing of the Association. The Association will be empowered with the responsibility of managing the complex, approving the annual budget, establishing and collecting annual assessments and arranging for the management of the complex in an efficient manner.
- ii. The Executive Committee of the Association shall put them into execution through its office bearers. The Executive Committee will decide about the allocation of the shops and common areas located within the campus to the members of the Association only provided the members run business himself and do not sub-let or sell the premises to any other member or outsider. Otherwise, the allotment of shop and Membership may be cancelled and a strict Legal action will be taken against such member.
- iii. To raise funds from collection of subscription, maintenance charges, development fund, contribution, rent and miscellaneous receipts from Shop/ Community centre and other donations.
- iv. To maintain, repair/replace or establish common areas, installations and services such as roads, boundary walls, gates, parks, drains, sewer lines, water supply, common area lights, lifts, generators, terraces, staircases, passages, underground sumps, overhead tanks, pumping sets, community centre, stilt parking etc., in general, all apparatus / installations existing for common use and to ensure sanitation, cleanliness and security of the residential premises round the clock including common areas.
- v. To arrange and undertake exterior repairs of the buildings, distemperring, white/colour washing etc., whenever necessary.

- vi. To collect monthly maintenance charges from its members to pay all taxes, fees for common services and utilize the fund for the requirements as stated above, including from tenants/lessees/licensees on behalf of its members for the same purpose.
- vii. To represent the members of the association in all matters pertaining to their common properties and rights and to negotiate or carry on the litigation settlement or compromise with third parties any matter affecting their common rights and properties.
- viii. To establish and carry out on its own account independently or jointly with individuals or institutions, educational, physical, social, cultural, spiritual, recreational, medical and public health activities such as clubs, cinemas, shows, canteen, opening of milk-booth, horticulture, vegetable booth, grocery shop, Post Office, Bank/ATM, Cable TV system and intercom facilities for the benefit of its members only.
- ix. To promote and safeguard the consumer rights and to look after the grievances in the matters of supply and distribution of essential and other commodities.
- x. To settle differences, if any, amicably among the members in matters affecting their common interests.
- xi. To do all such other acts and things as are or may be deemed incidental or conducive to the attainment of all or any of the purposes of the Association and it is hereby declared that in the foregoing clause, the intention is that the objects specified in such paragraphs be independent main objects and shall be in no way limited or restricted by reference or to interference from terms of any other paragraph or the name of the association.

LIST OF EXECUTIVE COMMITTEE MEMBERS

<u>Sl. NO.</u>	<u>Name</u>	<u>Designation</u>	<u>Occupation</u>
1.	Dr.Bharat Bhusan Jha	President	CHIEF SCIENTIST & HEAD, IMMT, Bhubaneswar-13
2.	Smt. Kanchan Bala Samal	Vice President	Retd. Teacher, Govt.UGME School, Rourkella
3.	Sh.Goutam Das	Secretary	MANAGER(SHE), NALCO, NALCO BHAWAN, C. S. Pur, Bhubaneswar-13
4.	Sh. Ramesh Chandra Nayak	Jt. Secretary	SR. MANAGER, Production, Plant and Control, SAIL, RSP, Rourkella
5.	Sh.Subhas Mohanty	Jt. Secretary	DY.GENERAL MANAGER, Safety Egg. Dept., SAIL, RSP, Rourkella
6.	Sh.Binay Kumar Behera	Treasurer	SUPERITENDENT. ENGINEER, IIT, Bhubaneswar
7.	Md. Asif Zake	Executive. Member	ASST. DIRECTOR (O.L) , O/o CPMG, Bhubaneswar-1

5. ENROLMENT OF THE MEMBERS: THEIR CLASSIFICATION, RESTRICTIONS, CONDITIONS AND TRANSFER:

- i. All the apartment owners who have attained the age of 18 years are eligible for the membership.
- ii. The eligible apartment owner shall have to fill up the prescribed form for membership. The Executive Committee has the powers to admit or reject the application submitted by the apartment owner and the decision of the Executive Committee will be final.
- iii. Every person who owns an apartment in Kendriya Vihar, Begunia Barehi, Bhubaneswar-752054 and has executed respective declarations pursuant to “the Bye-laws and in consonance with the provisions of Odisha Apartment Act, 1982, shall be a member of the Association.
- iv. In case of the death of the member, the spouse / legal heir shall be the member of the association. Minors will not be eligible to become members, but can become members only on attaining age of 18, till then Guardian will represent.
- v. Each owner, on being a member shall be issued membership certificate in respect of the each of the dwelling unit under his/her ownership. Every apartment owner must hold Membership of the Association and the joint owners shall hold the Membership jointly.
- vi. All the members should abide by the bye-laws, rules and/or any rules that may be made from time to time.
- vii. The member(s) of the KVAOWA who violate the rules and regulations of the Association and those who indulge in activities against the interest of the Association, a resolution can be brought out by the members of the Executive Committee or other steps will be initiated against such member for punishment.
- viii. Every member/occupant shall pay annual subscription for maintenance of security arrangement and other necessary civic amenities and common facilities as decided by the Executive Committee from time to time. If the owners/ occupants do not pay the annual subscription, the Executive Committee will take action to blacklist them and / or any other appropriate action for recovery of dues.
- ix. The member must pay the annual subscription through cash /bank transfer in the first month of the financial year and get a receipt from the Association. Members may pay the subscription in two installments or lump sum for any number of years in advance, if they so desire.
- x. **Payments of Annul Maintenance Subscription (AMS) for full financial year may be paid during the month of April for which 5% rebate will be given.** The member is not entitled for rebate, if the payment of AMS is made in two instilments in April and October i. e for the month of April to September and October to March, respectively.
- xi. For belated payments of Annual Maintenance subscription after April and October a penal interest of 18% will be charged from the Members. Penal interest cannot be waived even for one month after the month of April for 1st installment and after October for 2nd installment.

- xii. Every member is required to deposit the Annual Maintenance subscription in time. No reminder will be sent to the members by post regarding the payment for AMS every year. However, every year a notice for the date of the payment of AMS be displayed on the Notice Boards of KVAOWA .
- xiii. In addition to annual charge specified above, members shall also share other fees, levies, rates and taxes, fines, deposits, as demanded from the Association from time to time by the Govt. and other statutory bodies due to enactment of new laws
- xiv. Members shall be liable to pay any other special contribution as decided by the Executive Committee to meet special expenses such as such purchase of assets, special maintenance as distinguished from routine maintenance etc.
- xv. **TRANSFER:**
As per the CGEWHO rules, the sale / transfer of a dwelling unit is not permitted before transfer of the legal title of the dwelling unit by the CGEWHO in favour of the owner.
- xvi. 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 association, and shall be admitted as member on payment of the applicable overhead charges.
- Provided that after transfer of the legal title of the dwelling unit in favour of the owner, he/she may dispose off his/her dwelling unit by way of sale to third party other than those involving legal heirs with prior written permission of Association subject to outstanding dues and obtaining "no due certificate (NOC)" from the association subject to his/her fulfilling the criteria of Central Government Welfare Housing Organization.
 - Further provided that wherever the Association permits any such transfer involving third party other than legal heirs, the seller/transferor or the buyer/transferee, as mutually settled between the parties, shall be liable to pay a onetime fixed transfer fee @ 1.5% of the total consideration paid towards the apartment or 1.5% of the circle rate whichever is more. If the transferor fails to take the approval and NOC of the Association for sale, then the membership to the transferee will only be granted after paying transfer fee with 25% penalty on it.
 - Joint Owners of an Apartment, when an apartment has been purchased by two or more persons jointly they shall be jointly entitled to the apartment and one of them alone can only be admitted as the member of the association and only the member shall have the right to vote.
 - Disqualification: No member shall be entitled to vote in the election of members of the Executive Committee or any other office bearer or be entitled to contest election to such office if he / she has arrears on the first day of the relevant month in respect of his / her contributions for maintenance charges /common expenses or any other dues to the association for three calendar months or more.
 - The transferee will only be admitted as a member of the association after he/she fills up the prescribed form for "no due certificate" issued to the transferor/transferee by the association along with transfer fee as decided by the executive committee.

6. RIGHTS, OBLIGATIONS AND PRIVILEGES OF MEMBERS:

- i. **RIGHT TO RECEIVE NOTICES:** Notice of all The Annual and Special General Body Meetings shall be issued to all the members of Collegiums and also displayed on the notice boards of the Association. The proof of the dispatch of the notice shall be deemed to be sufficient proof of issue of the notice to the members.
- ii. **VOTE:** Where an apartment has been allotted in favour of two or more persons jointly, they may be jointly entitled to the ownership of the apartment and the Membership of the association in such case may be issued in their joint names. However, the person whose name stands first in the Membership certificate shall have the right to vote.
- iii. **PROXY:** Such person, whose name stands first in the Membership certificate, may transfer such right of Vote to any one of the other joint Owners and submit the request in writing to the president at least two days before Voting.
- iv. A member is entitled to see bye-laws, receipt and expenditure account and balance sheet in the office of the Association during working hours with prior request.
- v. Right to resolution of disputes. Members may bring up unresolved issues of concern/disputes to the notice of the duly elected Executive Committee, in writing. Such disputes would normally be deliberated and decided by the Executive Committee or the General Body.
- vi. Right to initiate Agenda for meetings of the General Body with the permission of the Chair. Notice for such inclusion is to be given at least 5 calendar days prior to the day of the meeting;
- vii. Each member of Collegium is entitled to attend Annual General Body meeting and Special General Body meeting and elect the Executive Committee.
- viii. Every member of the Collegium has the right to express his/her opinion in the General Body and to Vote in the General Body.
- ix. Every member is bound to honor the bye-laws and to respect the Constitution of the Association.
- x. A member may move the District Court for resolving any dispute arising between the members of the Executive Committee or with the members of the Association.
- xi. If a member/ owner wants to keep a tenant in his /her flat or wants to give it to a relative/ friend for social obligation, than he/she should take prior permission from the Association giving full particulars of the tenant/relative/friend to avoid any undesirable element coming to occupy the flats. He/ She shall also advise the Association who will be paying the subscription and other charges to the Association. However, the final liability to pay the Association dues shall be the owner of the flat only.

7. REMOVAL OF MEMBER, THE CIRCUMSTANCES UNDER WHICH MEMBERS COULD BE REMOVED FROM THE ROLES, THEIR LIABILITIES AND THE PROCEDURE FOR REMOVAL AND APPEAL, IF ANY, AGAINST SUCH REMOVAL:

- i. If any member of the Association fails to remit the annual subscription despite demand notice, he /she will be liable to be removed from the membership of the Association and blacklisted and his/ her name will be displayed prominently on all

- the Notice Board(s) of the Association. If any member fails to remit the monthly maintenance charges or other charges for three months consecutively, the Executive Committee shall disconnect drinking water supply or other services to such member since drinking water supply and other services involve expenditure; The member can pay the outstanding amount along with 12% interest and actual disconnection/reconnection charges incurred by the Association to reconnect his/her drinking water supply and other services.
- ii. The Executive Committee shall have the power to expel a member(s) of the KV AOWA if it is found that he / she has entered into activities against the interests of the association by following the set procedure of calling for an explanation from the individual(s). **The expulsion from the membership shall, however, require the approval of 2/3rd members of the Executive Committee.** Such expelled member shall, however have the right of appeal before the General Body for re-admission and the decision of the General Body will be binding on both the individual and the Executive Committee.
 - iii. The Executive Committee will remove the member who has entered into subversive activities against the interest of the Association.
 - iv. If any member brings to the notice of the Executive Committee in writing in respect of the members who violate the bye-laws of the Association, the Executive Committee may take any action as deem fit and its decision shall be final and binding.
 - v. An apartment owner ceases automatically to be a member in case of death and insanity.
 - vi. In case, a member is removed from the membership of the Association for whatsoever reason and no serious effort for readmission is made by the removed member for a period of six months, he/ she may be termed as stranger/alien and may be sued for the recovery of arrears of subscription and for the damage to the property of the Association, if any.
 - vii. Such removed members shall be denied all the facilities of the common services/ amenities. She/he can appeal in writing to the Executive Committee to prove their innocence along with the support evidence on their behalf before the Executive Committee. However, if they are found to be at fault they can apologize for their actions before the Executive Committee.
 - viii. Any removed member may be re-admitted to the association on the recommendation of the Executive Committee / General Body in his / her favour on payment of all outstanding dues along with simple interest on the default amount @2% per month for the default period and other conditions stipulated by the Executive Committee / General Body. Over and above re-entry fee of Rs.5000/- or as decided by the executive committee shall be charged.

8. WORKING AND THE MANAGEMENT OF THE ASSOCIATION:

1. GENERAL BODY/COLLEGIUM:

- The General Body/ Collegium Meeting shall be held annually within the Kendriya Vihar Complex or at any other place **at any time during July to September**. The ultimate authority in all matters relating to the management of Association shall vest in the General Body/collegiums. The quorum of the Annual General Body meeting shall be **40%** of the member **Eligible for voting**. If there is no quorum in any General Body Meeting, it may be adjourned and convened again at least after 48 hours with the quorum of 25% of the member eligible for voting. In case the third meeting is required for want of 25% quorum, then at least 15% of the member, eligible for voting shall be required to be present.
- **Fourteen** days clear notice shall ordinarily be given to the member for convening Annual General Body Meeting and this message will be displayed on the Notice Boards also.
- The President or in his/her absence the Vice-President shall preside over the Annual General Body Meeting. Every issue shall be decided by voting among members present or their authorized representative. In the event of a tie, the presiding officer shall have a casting vote. Voting will be carried out with secret ballot.

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

- i. Confirmation of the minutes of the previous General Body meetings.
- ii. Adopting annual financial report and audited accounts.
- iii. Investment and management of funds.
- iv. Election of Executive Committee, if required.
- v. Any other matter with the permission of the presiding Officer.

2. EXECUTIVE COMMITTEE:

- i. The management of the Association including its funds and properties shall be vested in the Executive Committee, subject to the control of General body. The Executive Committee shall consist of members elected by the General Body.
- ii. All the member are eligible to be elected to an office of the Collegium/ Executive Committee provided that they or their kin are not involved in any illegal commercial activity in their apartment or in rented house/ garage/ common area within the premises of Kendriya Vihar.
- iii. No person holding or who has acquired any interest in KVAOWA property in any manner, either through self or members of his family, shall be eligible to contest election of KVAOWA and become Executive Committee Member.
- iv. No non-member shall be elected to the Executive Committee or any office bearer of the Association and shall have no voting right.
- v. **Collegium will directly elect President, Vice President, Secretary, Joint secretary (02) and Treasurer**. Fifty percent of these posts to be filled from the members of the society residing inside the Society & rest 50% preferably to be staying within 50 km from the society i.e from the Kendriya Vihar Complex, Bhubaneswar. The President is

- responsible for submitting the list of the Executive Committee member with the Registrar of Societies within 15 working day of the Annual General Body meeting.
- vi. The term of the elected member of the Committee shall be for three years from the date of assumption of office and can be extended for a maximum up to six months.
No office bearer of the Executive Committee, (Such as President, Vice President, Secretary, Joint Secretary and Treasurer) shall be eligible to hold that particular post consecutively for more than two terms.
- vii. A person who is an un-discharged insolvent or who has been convicted of an offence in connection with formation, promotion, management or the conduct of affairs of the Association or an offence involving moral turpitude shall be disqualified for being elected as a member of the Executive Committee.
- viii. An elected Committee Member may resign at any time, by sending his letter of resignation to the President which will be effective from the date on which it is accepted by the committee.
- ix. Should a committee member absent himself from three consecutive meeting of the committee without leave of absence he/ she shall cease to be a member of the same unless a majority of the remaining committee members decide otherwise.
- x. There shall be at least one meeting of the committee every month but the interval between two such meetings shall not be more than 60 days.
- xi. Every issue before the committee shall be decided by simple majority of the committee members present.
- xii. The committee shall be responsible for conducting the day to day affair of the Association.
- xiii. Seven days clear notice shall be given for committee meeting. However, committee members in emergency may waive such advance notice.
- xiv. Interim vacancy in the office of the President, Secretary, or the Treasurer created by the resignation or otherwise shall be filled up by the Collegiums but the interim vacancy of Vice President and Joint Secretary shall be filled up from the remaining Executive Committee members.
- xv. The Executive Committee can also co-opt any member of the Association as an Executive Committee member as and when such vacancy arises due to whatsoever is the reason. Such nominated member shall have no voting right.
- xvi. The quorum must be 40% of the members of Executive Committee. If there is no quorum in any meeting, it may be convened again on the same day, at the same place within an hour and for this postponed meetings, the quorum will not be necessary. The 40% of the members present in the Executive Committee Meeting will, however, determine the resolution.
- xvii.** In case any of the office bearers or EC member does not behave properly or is found ignorant in performing his duties and responsibilities or does not cooperate with other members or who is difficult to deal with or argumentative or works against the

interest of the Association, the Executive Committee with the consent of 40% of the total members will remove him from the Executive Committee membership.

2.1 DUTIES OF THE EXECUTIVE COMMITTEE(EC) MEMBERS:

A. PRESIDENT:-

The president shall have general control over all the affairs of the Association. He/ She shall preside over all the meetings of the Executive Committee and the General Body. He shall execute general supervision over the activities of the Association. He may dispose of such important and urgent matters which for want of time cannot be put up to the Executive Committee. He may also authorize expenditure up to Rs. **20000/- (Rupees Twenty thousand only)**. The expenditure so incurred should be got approved from the Executive Committee at its next meeting. The president shall be the person to enter into a contract approved by the Executive Committee representing the Association. **The President or Secretary along with the Treasurer shall jointly operate the bank account of the Association.**

He/ she shall be the person to use with the consent of the Executive Committee or to defend any legal action against the Association. All legal proceeding shall be instituted, continued or defended by the President who shall sign the documents/ papers and Vakalatnama relating there to, on behalf of the Association.

B. VICE-PRESIDENT

He/ she shall carry out such duties as may be assigned to him/ her from time to time by the Executive Committee. In the absence of the President he /she shall assume the duties and the powers of the President including operation of bank Account, if necessary.

SECRETARY

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

He/ she will issue the notice of the meeting in consultation with the President/Vice President and shall draw agenda of these meeting. He/she shall keep proper records of the meeting of the Executive Committee and shall submit a report on the Annual General Body meetings. He/she shall conduct all necessary correspondence on behalf the Association.

The Secretary shall have the custody of the necessary correspondence on behalf of the Association and the documents belonging to the Association. He/she may also authorize expenditure up to Rs. **15000/- (Rupees fifteen thousand only)**. The expenditure so incurred should be got approved from the Executive Committee at its next meeting.

C. JOINT SECRETARY (02)

Joint Secretaries shall carry out such duties as may be assigned to them from time to time by the Secretary. In the absence of Secretary, one of the Joint Secretary (as per the direction of the President) shall assume the duties and power of the Secretary and shall be responsible to submit all desired reports and maintain necessary records.

D. TREASURER

- i. The Treasurer shall be in charge of the funds of the Association subject to the control and direction of the Executive Committee. He/she will maintain proper accounts and other related records, collect subscription and other dues of the Association and issue receipts for such collection. He/she will effect payment of the monthly wages and other routine maintenance expenses authorized by the Executive Committee. He/she will act as Financial Adviser to the Executive Committee.
- ii. Payment of the non-routine expenses shall be made only after the specific approval of the Executive Committee. The President or the Secretary along with Treasurer shall jointly operate the bank account of the Association. They shall deposit the money received into the bank account of the Association at periodic intervals retaining a sum considered necessary to meet the monthly expense.
- iii. The Treasurer shall prepare the necessary statement of the Audit. The account of the Association shall be closed on 31st March of every year. It shall first be approved by the Executive Committee and then got audited. The treasurer shall present audited accounts in the General Body meetings.

As custodian of funds (to be read as Corpus fund), he will present before the Executive Committee an account of corpus fund of the association clearly indicating the principal amount provided by Central Government Employees Welfare Housing Organisation (CGEWHO), addition made by way of interest earned thereon as per the last bank statement, addition made by way of amount received towards transfer fee and expenditure incurred, if any, in the preceding month and the net balance at the end of the last day of the previous month.

E. EXECUTIVE MEMBERS

All elected/nominated members of the Executive Committee shall make themselves available for meetings of the EC and assist the office bearers in the smooth running of the affairs of the Association. They shall also assist in the collection of subscription and other dues to the AOWA and shall act as facilitators to address issues of concern and shall interact and sensitize members on both policy and routine issues.

F. WORKING COMMITTEE (WC) (FOR DAY TO DAY SMOOTH FUNCTIONING OF SOCIETY) :

A working committee comprises of 10 persons residing in the society as owners/tenants shall be nominated by the Executive committee to look after the day to day functioning of the works like Civil Maintenance/Electrical Maint/Horticulture/Conservancy/Security/Public Relation/Cultural Activity etc for a period of 01 yr or more as decided by the EC. One of these members will be designated as **Estate Officer** who will be selected by the W.C itself in consultation with the E.C to whom all other 09 members of W.C will report for the day to day functioning. He will be responsible for the

entire affairs of the complex as far as maintenance/repair/security/PR/Grievance/cultural activity etc are concerned. Estate officer is answerable to the Executive Committee for all its activities. This committee will function for maximum 02 years & with rotation of charges may function for another 02 yr as desired by the EC.

- G. ADVISORS** : A advisory group consisting of 05 members (Maximum) from the other housing society **preferably their office bearers** in and around 15 km from the Kendriya Vihar society OR eminent persons from the profession like Engineer/doctor/lawyer/Bureaucrat/Architect those who are residing within 60 km from Kendriya Vihar complex is to be nominated as advisors to the KVAOWA by the Executive Committee to render advice/consultancy/Service as and when required by the EC. They will assume charge for 02 years.

9. RESPONSIBILITIES OF MEMBERS TOWARDS THE AOWA

All members must bear in mind their inherent responsibility to support the efforts of the elected Executive Committee. These Bye-Laws provide adequate measures to resolve disputes amicably, lawfully and democratically which must be exercised. All members:-

- (i) Diligently shall make themselves available for all General Body Meetings and other community events held by the AOWA from time to time.
- (ii) Shall not impede the effective functioning of the AOWA by non-payment of dues for frivolous reasons (such as non pruning of trees, disruption of water supply or non-availability of parking space etc.). Such issues are instead to be brought up in writing to the Executive Committee.
- (iii) Not indulging in any construction activity barred by CGEWHO and detrimental to safety or discomfort to others.

10. EXTRAORDINARY GENERAL BODY MEETING:

The Committee may at any time call an extraordinary General Body meeting of the Association and shall call such meeting with 14 days advance notice after receipt of a requisition in writing or by E-mail by not less than 1/3rd of the member of the Association. No extraordinary General Body meeting shall be deemed to have been duly called if members of the Association have not been given reasonable time.

Extra ordinary General Body meeting is only to discuss the particular matter or business and no other matter which cannot be taken up for discussion. The resolution must be passed by 3/5th of the members present.

11. SPECIAL RESOLUTION AND OBJECTIVE FOR WHICH PASSAGE OF THE SPECIAL RESOLUTION IS NECESSARY:

- i. Special Resolution means a resolution passed in a meeting of the general body in which at least 40% of the members are entitled to vote are present and for the 2nd & 3rd adjourned meeting 25% and 15% members respectively entitled to vote should be present and the resolution is approved by 3/5th of the members so present and voting.
- ii. Special resolution is required for the following:

- a. To amend the provisions of the bye-laws/ Rules and Regulations and/or the memorandum.
- b. For changing the name of the Association.
- c. For bringing no confidence motion against the Executive Committee or any of its member.
- d. For dissolution of the Association.
- iii. The notice for the General Body/extraordinary General Body meeting where it is intended to propose the special resolution shall be given to all members of the Association 14 days before conduct of the meeting specifying the day, hour, place and object of the meeting. The notice shall contain a copy of the special resolution proposed to be passed at the meeting.
- iv. **Amendment of the bye-laws of the Association:**

Bye-laws may be amended through a special resolution passed in a General Body Meeting of the Association by 3/5th of the members present and voting; provided that where a member is unable to attend the meeting in person, she/he may communicate his/her concurrence or reservation to the amendment of the bye-laws by electronic means or letter at least one day prior to the date of the meeting which shall be read out by the Secretary in the meeting. If no communication is received, it will be presumed that he/she has no reservation to the proposed amendments in the Bye-laws.

- v. Any special resolution passed shall be filed with the District Registrar within 30 days for his approval.

12. DISSOLUTION OF THE ASSOCIATION AND PROCEDURE FOR DISPOSAL OF DISSOLVED ASSETS:

Association may by a Special Resolution determine that it shall be dissolved and thereupon the Association shall be dissolved forthwith by **3/5th of the member present and voting** in a special general body meeting. If upon the dissolution, there shall remain after the clearance of all its debts and liabilities any property whatsoever, the same shall not be paid or distributed among the member but shall be given to the government to be utilized for any of the purpose or to any other Association with similar object as the general body may decide as per the provisions of the Societies Registration Act, **1982**.

13. MINUTES OF PROCEEDING OF ASSOCIATION'S GENERAL BODY MEETINGS AND OF ITS EXECUTIVE COMMITTEE MEETINGS:

The Association shall cause minutes of all proceeding of its General body Meeting as well as of Executive committee meeting to be entered in books kept for that purpose. The Secretary in consultation with the President shall be responsible to prepare and issue the minutes such meetings.

The Association shall maintain a Register containing the names, addresses and occupation of its members. The Register of members shall, during office hours, be

open for inspection by any member free of charge and any member can procure such information from the register.

The other records containing the minutes of meetings and the books of Accounts of the Association shall also be kept at the registered office of the Association for inspection by the members.

14. EXHIBITION OF THE REGISTER OF MEMBERS AND RECORDS AT THE REGISTERED OFFICE OF THE ASSOCIATION DURING BUSINESS HOURS FOR INSPECTION BY ITS MEMBERS FREE OF CHARGE:

The association shall maintain a register containing the names, addresses and occupation of the members. The register of member shall, during business hours, be open to inspection by any member free of charge and may take any extract there from.

The other records containing the minutes of the meeting and the books of Accounts of the Association shall also be kept at the registered office of the Association for inspection by the members.

15. ASSOCIATION FINANCE:

i. The Association shall have following Assets and Funds:

a. The apartment owners /beneficiaries have already paid 1.5% of the total cost of the apartment towards the Apartment Owners Association charges with regard to the welfare of the association.

This fund shall be known as Corpus Fund and shall be deposited in Government securities or in the form of fixed/term deposit of adequate denominations in the nationalized banks only. The interest accrued shall be added to the fund. The fund, both principal and additions by way of interest accrued thereon shall not put in speculative investments including growth funds/mutual fund.

b. The Executive Committee shall fix **ANNUAL** subscription amount to be charged from members to meet expenses incurred, if required, for rendering common amenities like water supply, lighting, garbage cleaning etc. and maintenance of the common properties block-wise.

c. In addition, Executive Committee may decide special maintenance charges towards the cost of chemicals to be added to the water supply treatment plant, sewage treatment plant which will be worked out from time to time at suitable intervals and shall be payable separately.

d. The Association shall have a general reserve fund by way of contingency fund to a limit of 3/4th which can be invested in security deposits from time to time.

e. All interests or other income arising out of the said funds or assets.

f. All assets that may be purchased or acquired from and out of the said funds or otherwise by the Association.

g. All investment and realization there from or out of the said funds.

h. All funds and assets, which have by any means become the property of the Association.

- ii. Beside above assets, the permanent assets for the common use of the members handed over by CGEWHO.
- iii. The Treasurer shall be the custodian of the funds of the Association and subject to the decision of the Executive Committee in the matter of extent and conditions, the funds may be applied and invested for the object of the Association.
- iv. The Association shall have a saving bank account in a scheduled nationalized bank.
- v. The bank Account will be operated by the Treasurer jointly with either the President or the Secretary.
- vi. Surplus funds of KVAOWA shall be deposited in Government/Public Sector financial institution only.
- vii. **CORPUS FUND: All founder members have contributed 1.5% of the total cost paid towards the apartment to corpus fund.** The amount received by the Association towards transfer fee will also from part of corpus fund. The general principle governing the corpus funds are as under:-
 - a. These funds shall be deposited in Fixed Deposit in the Government/Public Sector Bank only.
 - b. Fixed deposit may be deposited in piecemeal.
 - c. 25% of the interest earned annually on corpus fund may be utilized by the association towards expenditure in the annual budget. Remaining 75% of the annual interest shall from part of corpus fund.
 - d. Amount from the corpus fund can be withdrawn only on obtaining approval of General Body.
 - e. Amount from the corpus fund can be withdrawn for meeting major unforeseen expenditure incurred on the following purposes only.
 - For meeting major expenditure on repair/replacement of permanent assets of the association viz. DG sets, costly items of electricity installation etc.
 - For meeting major expenditure on creation of new assets for the common good of all member of the association.
- 16. **ACCOUNT TO BE MAINTAINED BY THE ASSOCIATION:**
 - i. Association shall keep and maintain the following books of accounts:
 - a. Cash book showing daily receipts and expenditure and the balance at the end of each day.
 - b. Receipt book containing forms in duplicate, one of each set to be issued with details of money received by the association and other to serve as counterfoil.
 - c. Vouchers file, containing all vouchers for contingent and other expenditure incurred by the Association numbered serially and filed chronologically.
 - d. Ledger showing consolidated and separate account of all items of receipts expenditure, member wise as well as item wise.
 - e. Monthly register of receipts and disbursement.
 - i. Every entry in the books of account required to be done kept under rule shall be entered as and when the particular event occurs.

- ii. The weeding of the audited records is to be done after every five years except the cash books and receipt books which are to be kept for ten years subject to exceptions where the law of land warrants otherwise or the documents are needed for longer period due to court case(s) etc.

17. AUDIT AND ACCOUNTS:

The Executive Committee shall get the accounts audited by a chartered accountant within 6 month of the end of the financial year i.e. by September of each year, so that the same could be presented to the Association's annual general body meeting.

The following records are to be maintained by the Association:-

- i) Registration certificate of the Society/Association.
- ii) Register of Renewals.
- iii) Membership Register.
- iv) Records of proceedings of the Meeting.
- v) Stock Register.
- vi) Cash Books, Ledgers and receipt books.
- vii) Directory of owners.
- viii) Any other record as may be considered essential /necessary by the Association.

18. 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/her own expense.
- ii) Every apartment owner shall promptly undertake the maintenance and repair work in respect of any installation within his/her own dwelling unit which if not attended promptly may have an adverse effect on the dwelling units of other members or the common areas of the housing complex.
- iii) Should there be caused any damage or injury to the common areas or facilities in the process of internal work in any apartment, the owner shall either get the same restored to its original condition at his own expense or be liable to pay and reimburse the expenditure incurred by the Association on getting such damage repaired.
- iv) The apartment owner "A" shall either reimburse and compensate the owner of another apartment "B" for any damage or injury caused to his (B's) apartment in the process of repairs carried out in his (A's) apartment or get the same repaired at his cost to the satisfaction of the affected owner(B).
- v) No apartment owner shall make any structural modifications or alternation in his/her unit or installation located within the apartment without previously notifying the Association in writing and securing prior permission of the Association for such modifications and alterations.

Provided that the elevation and engineering structure of the building will not be changed under any circumstances. Provided further that any change affecting any other apartment will not be permitted.

- vi. The Association shall respond to any request received under sub-clause (v) above at the earliest but not exceeding 30 days. In case no response is received to the contrary within 30 days, it shall be deemed that there is no objection to the proposed modification, alteration or installation.
- vii. If there is any defect i.e. the defect of such a nature as to affect both the flats with a common wall or ceiling separating two flats, the cost for labour shall be borne by the both flat owners. If there is any difference of opinion between the flat owners in this regard the matter will be referred to the Executive Committee of the Association for an amicable settlement. The cost of material shall be borne by the flat owner in which the repair work is carried out.
- viii. In case of any dispute between the Executive Committee and the flat owner the matter may be referred to an Arbitrator in writing and his decision shall be binding on the Executive Committee and the owner.

19. GENERAL PROVISIONS/RULES OF CONDUCT:

- i) The enjoyment/occupation of each flat by its owner or resident in relation to other flats is regulated by the terms of the sale deed executed by CGEWHO. All the flat owners/residents will adhere to these regulations for a good community living.
- ii) No temporary use of common areas like Terraces, Court yards, Gardens and Passages etc. for any social or religious functions shall be allowed without the permission of the executive committee.
- iii) The apartment shall not be used for any purpose other than that for which it has been constructed/allotted. No obnoxious trade or immoral or subversive or anti-national or illegal activity shall be carried out in and/or around the apartment. The maintenance of drainage system, common lighting arrangements, cleaning of reservoir and overhead tanks, maintenance of street lights and gardens outside the flats and common passages and white washing of the outside held in common shall be the concern of the Association.
- iv) Terrace has to be a common area to be used by the members of the Block living on the ground, 1st, 2nd, and 3rd, 4th floor and so on. Any temporary or permanent structure will not be allowed to come up on the terrace. If such a structure is erected inspite of the objection of the Executive Committee, the same will be demolished. This clause is noted and shall be binding on all the members of the association and will be enforced without any fear and favour.
- v) No owner/resident shall encroach upon the Association land premises and no temporary or permanent structure shall be put up in the common areas i.e. terrace, staircase and landing, un-allotted stilts, court yards, lawns and passages etc. No change in external structure/extension of flat area shall be permitted. In no case permanent and/or temporary structure shall be allowed in the stilts. In case of default, the Executive Committee shall act to restore such encroached land or

- premises and to remove such super structure/extension at the cost of the concerned flat owner.
- vi) Plantation and maintenance of trees within the campus may be taken up in a big way for creating the healthy atmosphere and for beautification. Maintenance of parks is to be done meticulously.
 - vii) Suitable number of watchmen, gardeners, sanitary workers (Safai Karamcharies) Electricians and Plumbers are to be engaged on contract or outsourced for proper maintenance of the campus as per the norms and guidelines to be decided by the Executive Committee.
 - viii) The Executive Committee will undertake the day-to-day maintenance and other duties. For that purpose, the Executive Committee is entitled to engage or contract/outsource staff and technicians. The expenditure to be incurred for the day to day maintenance shall be met from funds collected as fees, subscription and donations. The remuneration salary for the staff and Technicians shall be paid from the funds of the Association.
 - ix) Garbage is to be kept only at the designated/earmarked places in order to avoid unhealthy conditions. The residents should not throw refuse/garbage from upper floors into the ground floor.
 - x) The privacy of the residents should be respected and should not be violated by means of loud music and other such activities. Megaphone/loudspeakers should not be used without the permission of the Executive Committee as the use of these devices may create nuisance for other residents/students/sick and convalescing patients.
 - xi) It shall be the responsibility of every apartment owner/resident to ensure that:
 - (a). The laws, rules and instructions of the police and or any law enforcement agency regarding verification of their tenants and foreign nationals are duly complied with.
 - (b). All the apartment owners and/or residents including the tenants of the Housing Society Complex and their domestic help, if any, are obliged to maintain at all times a wholesome family environment in the complex.
 - (c). No owner or resident of the Kendriya Vihar Complex shall post any advertisement or posters of any kind in or on the building except as authorized by the Association.
 - (d). The apartment owners/residents may notify the Security staff at the gate in advance in case 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.
 - (e). Consumption of alcohol or any intoxicants etc. by the residents and/or their guests and domestic staff in the common areas including roof of the building and smoking in the lifts is strictly prohibited.
 - (f). The apartment owners/residents shall ensure:

i). That the domestic pets, if any, are kept strictly following the safety & sanitation norms, and managed & maintained as per the Municipal Corporation of Bhubaneswar laws or regulations.

ii). No dust rugs, carpets etc. to be thrown from the windows and balconies, or to clean rugs, carpets etc. by beating on the exterior part of the building.

20.(A). PARKING OF VEHICLES : The apartment owners/residents/tenants shall follow the following guidelines in this behalf:

- i. Parking stickers shall be issued for each vehicle of the residents for regular overnight parking of vehicles inside the Society complex. These stickers will be displayed on the front windscreen of the cars/two wheelers of the residents. Only one sticker each will be issued to each dwelling unit for one four wheeler and one two wheeler. In case the dwelling unit is having additional vehicle, if any, then the EC may fix enhanced charge, which will be payable on monthly basis.
- ii. Entrance and parking of any vehicle without valid sticker inside the complex shall be regulated by the Management.
- iii. Taxis are not parked in the main drive-way except for drop and pick-up facility of the passengers.
- iv. All the apartment owners and residents are expected to ensure that the vehicles of their guests or floating cars may be parked on other than the main driveway.
- v. No owner or resident shall park or allow his vehicle to be parked in the driveway/pathway (entrance of the building) meant for the movement of vehicles/residents.
- vi. For visitor's vehicle there will be no charge for the day time parking temporarily at the prescribed space but for overnight stay they are liable to pay such charges as decided by the Governing body.

(B). PARKING STICKER CHARGES/REGULATION OF MOVEMENT OF VEHICLE

- i. For the purpose of issue of vehicle stickers, the beneficiary/tenant/tenants is required to submit a copy of Registration Certificate and Insurance of the vehicle and apply to the society in the prescribed Performa. Without this, the sticker will not be issued and the vehicle (two/four wheeler) will not be allowed to be parked in the campus.
- ii. For the purpose of issue of stickers to the residents, the following categories of stickers may be issued:
 - a. Owner of the flat who has been allotted with car/scooter space and park their vehicles in the space provided for the purpose.
 - b. Owner of the flat who has been allotted with car/scooter space but park their vehicles in the common area.
 - c. Owner of the flat who has not been allotted with car/scooter parking space and residing in the Kendriya Vihar.
 - d. Tenants residing in a flat with allotted car/scooter parking space
 - e. Tenants residing in a flat without allotted car/scooter parking space

- iii. The Executive Committee is empowered to fix rate for sticker charges for each category of residence on monthly/annual basis
- iv. The vehicle of flat owners of the Kendriya Vihar who are not residing in Kendriya Vihar but visiting often will be allowed on production of membership I. card issued by the association

NOTE: All outside visitors will be issued visitors slip indicating their time and date of entry in the campus.

21. 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 etc (henceforth to be referred as domestic staff) employed by them **to submit the identity details in a performa as designed by the KVAOWA to the local police with a copy to KVAOWA for police verification purpose.** Entry to the Housing Complex may be denied to the domestic staff if objected by the local police station.
- ii. The names and other particulars of the servant, drivers, domestic staff, etc. employed by the residents should be provided by them to KVAOWA. The KVAOWA shall issue identity cards to them that must be carried by the domestic staff while in the Complex. On termination of the employment of any member of their domestic staff, it shall be responsibility of the owner/ resident to inform in the office of the KVAOWA and to return the identity card.
- iii. The domestic staff is prohibited from using the common areas for recreation, assembly or sitting unless accompanied by the residents. Domestic staff will use only the areas earmarked for them in the Complex area.

22. ASSESSMENTS: All owners are obliged to pay annual assessment imposed by the Association to meet all expenses relating to the complex which may include an insurance premium for a policy to cover repair and reconstruction work in the case of hurricane, fire, and earthquake or other hazard or calamity.

23. RIGHT OF ENTRY:

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

24. AFFILIATION:

- (i) Should there be any Federation of Apartment Owners in the locality in which the complex is situated, the Association may, become a member thereof and pay the sums from time to time payable to such Federation under the rules thereof subject to the overriding interest of the Association as an individual body bring protected.

- (ii) In order to preserve and maintain the aesthetics of the complex a uniform colour code for the exteriors of the buildings is presently adopted Altering this colour code is strictly prohibited. The EC shall ensure compliance of this rule. However, General Body may consider change of colour scheme/ décor with 2/3 majority.
- (iii) Every owner/occupant whenever happens to lock the house and go out of station or otherwise for more than 24 hours shall register such absence with AOWA Office. Executive Committee shall ensure compliance of all the conditions stipulated in this chapter. Non-compliance by the owners/ residents shall be dealt with appropriately by the Executive Committee.

25. DO's & DON'TS IN THE COMPLEX

The residents of Kendriya Vihar-I, Bhubaneswar are aware that our colony comprises of 256 flats spread over 16 blocks. With so many families living together calls for mutual co-operation and accommodative spirit. Based on the observations and suggestions of the residents a few do's and don'ts have been listed for observance by all the residents. Needless to say that these are not exhaustive, but are only illustrative, intended for the common good. The owners/ residents are requested to observe these dos & don'ts in the right spirit and extend co-operation in making our Kendriya Vihar, Bhubaneswar not only an ideal place for living but also a model Group Housing Society to the world.

(i) Lifts:

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

(ii) Garbage (Dust Bin):

- (a) Garbage is to be handed over to the garbage collector to avoid foul smell in the lobby.
- (b) Dustbin should not be kept outside the flat, i.e. common area.
- (c) Solid food materials are not to be put in the kitchen sink, as these may clog /jam the drainage system thereby causing overflow of drainage water in the flats.

(iii) Driving / Parking of Vehicles:

- (a) This is a residential area where children and elderly people move about. Drive your vehicle slowly and very carefully.
- (b) Vehicles are to be parked in their allotted places and not in the entrance or passage of the complex so that other vehicle can move without any hindrance.
- (c) Washing of vehicles (Car/Motor Cycles) should be done at a place assigned by the AOWA. To reduce the consumption of water in washing, buckets may be used.

(iv) Washing:

- (a) Utmost care should be taken while washing the balconies as dirty water let out through the balcony spouts due to cleaning of utensils, washing of clothes etc. shall spreading on the walls and roads giving foul smell and bad appearance to the colony.
- (b) PVC pipes (Water and Sewerage lines) etc. are not to be used for tying ropes, wires etc., for drying clothes.

- (v) Avoid smoking in the common areas, lawns, pathways etc. In view of health hazards to passive smokers, owners/ residents who smoke are to be considerate to non smokers. Ideal would to have a smokeless colony.
- (vi) Exercise due care as not to disturb the peace by making loud noise with musical instruments, radios, TVs, amplifiers and not indulge in any activity which causes disturbance to other occupants / residents.
- (vii) Do not keep the terrace doors open and they are to be properly closed /bolted after use without fail.
- (viii) Before locking the main door of your flat, please ensure that all the taps are closed. Any tap leakage is to be brought to the notice of the Association.
- (viii) Cigarette butts, matchsticks, empty cigarette boxes, chocolate wrappers, empty covers of biscuit / chips packets and any other such materials are not to be thrown in lifts, parking areas, terraces, roads, pathways, gardens and other common areas of our complex.

26. BANNED ACTIVITIES:

Any activity in the premises, involving buying and selling of goods, manufacture of goods, fabrication, segregation, grading and packing of goods, alteration of material, etc; which are of commercial nature are strictly banned. In such matter, decision of EC is final.

When a situation arises where the above definitions are not adequate, case-to-case review would be undertaken by five members of the Executive committee along with two members from the immediate neighbours of the quarter in question to decide the issue. Their decision would be final.

COMPLIANCE:

These bye-laws are set forth to comply with the requirements of the Odisha Registration and Regulation of Societies Act, 1982 read with the provision of Odisha Apartment Ownership Act, 1982 and the rules framed there under. In case of any inconsistency between these by-laws and the provisions of the said Acts, the provisions of the Acts will apply.

27. Letter Pad/Seal of the Association:

The Association shall have a common letter pad/seal which shall be in the custody of the Secretary. For all correspondences regarding KV ,letter pad to be used under the signature of President/Secretary. Seal shall be used only under the authority of a resolution of the Executive Committee and every deed or instrument to which the seal is affixed shall be attested for or on behalf of the Association by two members of the Executive Committee and the Secretary or any other person authorized by the Association in that behalf.

Certified that these Bye-laws are correct copy of the bye-laws of Kendriya Vihar, BHUBANESWAR -752054 . These Bye-laws consist of **27 Sections** issued by order of the General Body.

Sd/-

Sd/-

Sd/-

Sd/-

TREASURER

SECERATRY

VICE-PRESIDENT

PRESIDENT

Annexure-I

MEMBERSHIP APPLICATION FORM

I, Shri/Smt./Kum. _____ wish to become a member of Apartments Owners' Welfare Association of Kendriya Vihar, Bhubaneswar. I certify that I am the allottee of Flat No. _____. Particulars furnished are correct.

Applicant

Signature of the

Name:

Flat No.:

Telephone No.:

Mobile No.:

E mail address:

Date:

Admitted.

Membership no.

dated.

.....

Signature if the Secretary

Date and Seal.

Annex-2

KENDRIYA VIHAR, Phase -1, BHUBANESWAR

APARTMENT OWNERS ASSOCIATION

(Performa to be filled by the Flat Owner & Tenant before renting/taking over the flat)

(Photograph)

1. Name, & Occupation of the tenant(s)

(Identity proof like Voter ID/Employers ID/
PAN/Student ID from Institution to be enclosed)

2. Father's Name & Permanent Addresses with Telephone No :

3. Present Employer/Institution Addresses of the Tenant with Telephone No :

4. Copy of rent/lease agreement Enclosed : YES /NO

This is to undertake that , the tenant (s) will strictly abide by the Rules & Regulation as framed by the Association from time to time & maintain discipline inside the campus of KENDRIYA VIHAR, Phase -1, BHUBANESWAR . In case any thing found irregular as per the Law of our country, the tenant will be held responsible & any decision in this regard by the APARTMENT OWNERS ASSOCIATION_will be final & binding on both the flat owner & the tenant(s).

(Signature)

Name of the Flat Owner with Flat NO:

Present Address:

Mail ID / Telephone NO/Mobile No

Local Person to whom to be contacted in case of Requirement:

(Signature)

Name of the Tenant (s):

Present Address:

Mail ID / Telephone NO/Mobile No

(Signature)

Name of the Verifying Authority/Security Incharge of AOA(s):

Present Address/Flat No:

Mail ID / Telephone NO/Mobile No

Copy to: Owner of the flat/ AOA File/Security I/C of Kendriya Vihar Ph-1, BBSR/ OIC Police Station