

**CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANISATION (CGEWHO)**  
**Head Office : 6TH FLOOR, 'A' WING JANPATH BHAWAN NEW DELHI-110 001**  
**Website : www.cgewho.in ; E-Mail : cgewho@nic.in**

No.A-406/3 (Vol.I)

BY SPEED POST

Date : 05-07-2019

To,

**All beneficiaries of Bhubaneswar (Phase-II) Housing Scheme.**

Subject : **Draft 'Memorandum of Association' [Bye-laws] of Bhubaneswar (Phase-II) Housing Scheme.**

Sir/Madam,

CGEWHO is in receipt of request vide email dtd 26.06.2019 from PMC Member, Shri Banshidhar Mahapatra alongwith draft of 'Memorandum of Association' [Bye-laws] for receiving suggestion(s) from the beneficiaries of Bhubaneswar (Ph-II) Project. The draft of 'Memorandum of Association' [Bye-laws] published in the website of CGEWHO. Any member of the society who want to give the suggestion may please respond to **bmahapatra2000@yahoo.com**

2. The Competent Authority [i.e. CEO/CGEWHO] has approved to web-published the same in CGEWHO's website inviting suggestion(s) before its implementation by the Association.

Yours faithfully,

**M K Maity**  
Deputy Director (Administration)  
*For Chief Executive Officer*

CC to :

- 1) Md. Gousal Azam, PM-BBSR (Ph-II) Project
- 2) Shri Banshidhar Mahapatra, PMC Member

# **MEMORANDUM OF ASSOCIATION**

## **KENDRIYA VIHAR APARTMENT OWNERS' WELFARE ASSOCIATION PHASE II (KV AOA II)**

**BHUBANESWAR  
ODISHA  
752054**

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**MEMORANDUM OF ASSOCIATION OF KENDRIYA  
VIHAR PHASE II APARTMENT OWNERS' WELFARE  
ASSOCIATION (KV AOA- II), BHUBANESWAR,  
ODISHA - 752054**

**PREAMBLE**

*WE, THE OWNERS OF THE APARTMENTS OF KENDRIYA VIHAR PHASE II HOUSING PROJECT located in Begunia Barehi, Jaanla, Bhubaneswar, Odisha 752054, having solemnly resolved in its General Body Meeting held on August 3, 2019 in its campus Community Centre to form an Apartment Owners' Welfare Association (AOA), known as **Kendriya Vihar Phase II Apartment Owners' Welfare Association (in abbreviated form to be known as KV AOA-II )** and after due deliberations, do hereby adopt the **Memorandum of Association of KV AOA-II** alongwith its **Bye Laws and Regulations**. We pledge to promote harmony among all, extend our full co-operation for success of Association as an instrument of self governance, and will make our sincere efforts to achieve the goals of providing a secure, sustainable and affordable quality living through a system of comprehensive and responsive resident service.*

## PART - I

### NAME AND ADDRESS OF ORGANISATION

<b>Name of the Society</b>	<b>Kendriya Vihar Phase II Apartment Owners Welfare Association ( KV AOA- II)</b>
<b>Location of Registered AOA and Office Address</b>	<b>Kendriya Vihar AOA- II, Begunia Barehi, Bhubaneswar, Odisha 752054</b>
<b>Area of Operation of AOA</b>	<b>It is an Association of Apartment Owners of 240 flats in Kendriya Vihar Phase II consisting of 112 B type flats (2BHK), 0064 C type flats (3BHK) and 64 D type flats (4BHK) along with one car parking attached with each flat constructed by Central Government Employees Welfare Housing organization, an autonomous organization under the Ministry of Housing and Urban Poverty Alleviation, Government of India. The Association will operate in all related welfare activities with the objective that residents get services for a secure and quality living in the campus. Besides, in particular, it will keep the buildings and its associated assets such as stilt parking , common area</b>

	<b>assets, DG set, Lifts, boundary wall, parks, electric sub-station, drinking water supply line, Sewage Treatment Plant, roads etc in good conditions through timely maintenance.</b>
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## **PART- II**

### **AIMS AND OBJECTIVES OF KVAOA - II**

2. The aims and objectives of the KV AOA - II are as follows:

- I) **To** protect the legitimate rights, privileges and interest of the members, without being prejudice to anyone. The members of the Association shall be duty bound to extend cooperation, brotherhood and the spirit of mutual support and fellowship to their neighbors with particular emphasis on the consideration for rights of others;
- II) **To** be governed by the Bye Laws duly approved and adopted by the General Body and registered according to the provisions of the Act;
- III) **To** follow established procedure and practice dealing with the Government and other authorities on litigation or legal or developmental matters as required from time to time for any common purpose having impact on members monetarily and negotiate and take such steps and decisions as deemed necessary for the common good of the Association;
- IV) **To** carry out activities concerning social, developmental, recreational, health and medical, for benefits of the residents
- V) **To** provide security, maintenance, repair, replacement, and improvement of the society building and capital infrastructure of the Association;
- VI) **To** carry out timely service,, contracts with the service providers to the Association who are engaged for maintenance and upkeep of the building, machines and instruments;
- VII) **To** keep the capital fund in fixed deposits or in any other safe mode of investment or go for safe investment of fund with the objective of maximizing return and utilize part thereof on purpose or interest there from with the approval of General Body;
- VIII) **To** frame Rules and Regulations and administrative procedures and follow practices and carry out amendments thereto with the approval of the Competent Authority for smooth functioning of the Association;
- IX) **To** engage the services of the professionals, like advocate, architects and structural engineers, Chartered accountants for the common good of the Associations;



- X) **To** collect fee, charges, compensation, fund from the members, from to time and utilize it for the purposes as approved by the Competent Authority;
- XI) **To** become member of the other organization or federation on the similar objectives for furtherance of common good of the Association;
- XII) **To** accept grants, donations and other forms of monetary benefits or in kinds from public bodies and Government or public representatives for furtherance of common good of the Association;
- XIII) **To** do and act for such services and things as may be considered necessary or as to be incidental to the attainment of the welfare of the Association.

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## **BYE LAWS**

### **PRELIMINARIES**

3. The Name of the Association is “**Kendriya Vihar Apartment Owners’ Welfare Association Phase II or KV AOA-II** and its registered address is Kendriya Vihar AOA-II, Begunia Barehi, Bhubaneswar, Odisha 752054. Any change in the address shall be notified to the Government of Odisha within 30 days of such change and seek confirmation to the effect that changed address has been taken on record.

4. In these Bye Laws unless there is anything repugnant to the subject or context, the expression the Act means ‘Orissa Apartment Ownership Act, 1982’ and amendments thereto. The Rules means the ‘Orissa Apartment Ownership Rules 1992’ and its words and expression defined in the Act and used in these Bye Laws shall have the same meaning as assigned to them in the said Act and the Rules.

### **OBJECTS**

5. The objects are the same as defined in **Part II Para 2** of the Memorandum of Association.

### **ELIGIBILITY CONDITIONS FOR MEMBERSHIP**

6. A person to be a member of the Association shall satisfy the following eligibility conditions:

- (i) Every person who owns an apartment and has taken possession of it in Kendriya Vihar Phase II, Begunia Barehi, Bhubaneswar-752054 and has executed respective declarations pursuant to the Bye-laws and in consonance with the provisions of Orissa Apartment Ownership Act, 1982;
- (ii) A person who is competent to contract according to Section 11 of Indian Contract Act 1872 viz. must be of majority age and has sound mind;

### **PROVISION FOR JOINT MEMBERSHIP**

7. Joint Membership can be granted based upon the proof of ownership, duly registered by the members that the ownership title of property belongs to the two members. However, for the voting right, both the members shall make a declaration in writing that the person whose name stand first in the share certificate shall have the right to vote and the second member will not have voting right. All liabilities will be borne jointly and severally by both of them.

### **MEMBERSHIP FOR MINOR AND PERSONS OF UNSOUND MIND**

8. The Association may admit minors and persons of unsound mind **only** in cases of inheriting share or interest of deceased members through their legal heir or representative or guardians, or on production of death certificate whichever is applicable. The members so admitted will enjoy such rights and liabilities as are laid down for other members except the voting rights which will remain suspended till he /she attains majority.

### **PROCEDURE FOR GRANT OF MEMBERSHIP**

9. Every person seeking membership shall submit an application to this effect and shall sign a declaration that he/she shall abide by the Rules and Regulations of the Association.

10. Every member on admission shall pay a sum of Rs. 100 as admission fee and Rs. 1000 as share money which shall not be returned to the member in any case.

11. The person's application in prescribed format by the Committee for membership shall be placed before the committee by the Secretary in a meeting of the Committee for acceptance by majority and once accepted, the authorized members of the committee will affix their signatures on the share certificate after recording it in the proceeding register. The person on becoming member shall be deemed to have acquired all the rights and incurred the obligation and liabilities of a member of the Association.

12. The committee in the event of refusal for grant of membership to any person shall record the reasons in the proceeding register and shall communicate to the persons giving reasons as to why his/ her membership has been rejected by the committee. Thereafter, the person is entitled to

appeal before the appropriate authority in Bhubaneswar jurisdiction.

### **EXPULSION OF MEMBER**

13. The member of the Association may be expelled by the managing committee on any one or more of the following grounds:

- (i) if he/she has been a persistent defaulter in respect of dues of the Association after giving a show cause notice in the respect;
- (ii) If he/she has willfully deceived the society by making any false statement or submitting false documents to obtain the membership of the Association;
- (iii) If he/she has brought disrepute to the Association by his misconduct or has done any other act, that is detrimental to the interest of Association and has adverse impact on peaceful living in the campus and its proper working;

Provided that no such resolution shall be passed unless the member concerned has been given an opportunity of being heard; and

Provided that a resolution has been passed by the committee on a majority vote and approved by the General Body. After the expulsion letter is served on the member, he/she will be entitled to appeal before the available legal forum in Bhubaneswar jurisdiction.

### **CEASING OF MEMBERSHIP**

14. A person ceases to be member on the following grounds:

- (i) On death of member;
- (ii) For lack of confirmation of membership;
- (iii) When his resignation of membership is accepted;
- (iv) On expulsion of membership by the Association;
- (v) On selling out the flat, the date of sale deed will be taken for date of ceasing of membership;
- (vi) False declaration of statement.

15. A person on ceasing of a member of the Association shall have no claim on the reserve fund, or any other fund and property of the Association.

## **TRANSFER OF OCCUPANCY RIGHTS**

16. No transfer of share or interest of a member in occupancy right, except the transfer to his heir or a nominee, shall be effective unless:

- a) prior permission of the Association in the form of No Objection Certificate (NOC) has been taken by the transferor;
- b) dues of the Association are paid or transferred to the transferee with the consent of the Association;
- c) the transferor vacates and gives possession to the flat to the transferee;
- d) the transferee applied and acquired membership of the Association.

## **CAPITAL**

17. The capital of the Association shall be composed of:

- a) One time Corpus Fund received from the CGEWHO;
- b) The share value @ Rs.1000 per share per member;
- c) Realized Profits or interest;
- d) Donations and Grants if any;
- e) Capital fund received from members if any;
- f) Other Funds in the nature of capital if any;

## **CORPUS FUND**

18. The Association shall create a Corpus Fund. The one time fund transferred by the CGEWHO for building maintenance and other capital expenditure along with the surplus fund if any collected from members shall form the corpus fund. The fund shall be invested either in fixed deposits in the bank or in other safe mode as decided by the Association.

## **ANNUAL BUDGET FOR NEW PROJECTS, MAINTENANCE, REPLACEMENT AND ESTABLISHMENT**

19. The Committee shall prepare the budget for the ensuing year that will include both Capital and Revenue expenditure for the new works, likely maintenance expenditure for the building, machinery and equipments and establishment expenditure for approval of the General Body which will

approve in the month of February /March, well before the next financial year.

### **ANNUAL MAINTENANCE CONTRACT**

20. Annual Maintenance Contract (AMC) for machinery and equipments needing regular maintenance shall be made by the committee prior to the expiry of contract and the list of such contract with the contracted amount shall be part of the Annual Budget.

### **REPLACEMENT FUND**

21. In order to replace machinery and equipments after certain time period of life, such as Lifts, Fire System, Generators and sub stations etc. the Association shall create a replacement fund with contribution from the members on annual basis and the fund so collected from members shall be utilized for the defined purpose with the approval of the General Body. The Fund shall be kept in fixed deposits and without the approval of the General Body it shall not be withdrawn and utilized for any other purpose.

### **MAINTENANCE FUND**

22. The Association shall collect contribution from members monthly/ quarterly/ annually as decided by the General Body contribution towards maintenance of the building and running the establishment. Interest from the Corpus fund, partly or fully as approved by the General Body may form part of the maintenance fund.

23. Delayed payment shall attract penal interest of 12 percent per annum or any higher rate as decided by the General Body.

24. Non- payment of contribution for maintenance of building and running establishment by member continuously for six months shall automatically attract fulfillment of conditions for defaulter and in that case interest shall be capitalized every month with effect from seventh month onwards. The Committee shall take necessary steps to recover the dues filing court case. However, prior to that show cause notice shall be issued to the defaulter as to why water supply, electricity to the common area, restriction for use of common property and facilities etc should not be stopped. In spite of that if dues are not cleared, then the committee shall file case in the court for

recovery of dues from the member. Even if the flat remains locked, the member who has taken possession of flat shall have to contribute the monthly charges as decided by the General Body for maintenance.

25. Maintenance fund not likely to be utilized immediately shall be invested with a view to generating interest. Ideally, while Capital Fund should be kept in fixed deposit till the time it is required for utilization for the defined purpose, Maintenance Fund should be kept in Swipe Account in the bank to maximize the interest.

### **SHARE CERTIFICATE**

26. Every member shall purchase share of one unity of Rs. 1000 at the time of becoming member. Share shall be paid up in a single payment. Share certificate shall be issued under the seal of the Association after the full amount has been realized. Share Certificate shall be signed by the President, Secretary and the treasurer.

27. If Share Certificate is lost, a duplicate shall be issued by the Committee after the member requests so, on the production of an affidavit and payment of Rs. 200 for duplicate share certificate. Issue of duplicate share certificate shall be approved by the committee and recorded in the proceeding book.

### **CONDITIONS FOR CEASING OF MEMBER**

28. A member who has sold his flat by registered sale deed shall cease to be member of the Association from the date of sale of flat. The purchaser having registered sale deed may apply for membership of the Association by paying transfer fee of Rs. 20,000 (D Type), Rs. 15,000 (C Type) and Rs. 10,000 (B Type), Share money of Rs. 1000 and admission fee as per the provision of Bye laws. The Committee shall grant membership to the applicant after being satisfied that the applicant fulfills all required conditions to be member of the Association. In the event, the committee rejects the application; the applicant will be entitled to appeal before the appropriate forum.

### **FORFEITURE OF SHARE MONEY AND SET OFF OF DUE**

29. The share money of the member who has sold his flat shall stand

forfeited with effect from the date of sale deed and the proceeds shall be credited to the maintenance fund of the Association.

30. The Association shall have the right to set off any money due on any account from the society to a member or past member or person claiming through him in payment of any sum which he owes to the society or for which he stands surety.

## **LIABILITY**

31. The liability of a member for meeting any deficit in the assets value of the Association, in the event such need arises, shall be limited to five times of the face value of the subscribed share.

## **POWERS AND FUNCTIONS OF GENERAL BODY AND ITS MEETING**

32. The final authority in the Association shall vest in the General Body of members on all matters of the Association; provided that a committee duly elected or selected by the General Body shall exercise such powers as may be provided or specified in the Bye Laws.

33. The duties and powers of the General Body are:

- (i) **To** elect, suspend, remove members of the managing committee, President, Vice President, Secretary and Treasurer;
- (ii) **To** consider report of the committee on any matter;
- (iii) **To** consider the Audit report, inspection report, Inquiry report relating to the affairs of the Association;
- (iv) **To** amend Bye Laws of the Association ;
- (v) **To** fix the terms and rate of penal interest on defaulters;
- (vi) **To** fix the monthly contribution by members for maintenance of assets and running establishment of the Association
- (vii) **To** decide the manner in which development and welfare measures are to be carried out for the Association;
- (viii) **To** decide the terms and conditions on which flats are to be leased and the Dos and Don'ts to be followed by the residents;
- (ix) **To** frame Rules of Business and Regulations and procedures for transaction of business of Association;
- (x) **To** consider any other business brought forward by the Committee.



34. The **Annual General Body Meeting** of the Association shall be held within 180 days of the financial year to consider and approve (a) the Budget for the ensuing year; (b) Election of members of the committee if any; (c) Consideration and passing of Audit report; (d) The progress report of the works initiated or the Action Taken Report of the decisions taken by the General Body in the previous meetings; (e) Consideration of any other matter which may be brought forward by the committee.

35. The **Special General Body meeting** may be called by the committee at any time on the requisition of one fifth members of the total members of the Association to consider matters of urgent nature OR by the committee with agenda items which require approval of the General Body.

36. For meeting of the General Body, notice shall be given through email with one copy pasted on the notice board of the office.

37. For Annual General Body meeting the notice shall be given to the members regarding date time and place and the agenda items at least 15 (fifteen) days in advance subsequently followed by the detailed agenda.

38. For Special general Body meeting notice shall be given regarding date, time and place at least 7 (seven) days in advance with broad agenda items followed by detailed agenda.

39. The presence of one third of the total members will form Quorum to begin deliberations of business. If quorum is not satisfied, then adjournment of half an hour shall be given and after that the meeting shall start to transact business.

40. Each member shall have one vote. The President shall have a casting vote in addition to his/ her vote as member and in case of tie on any subject, the casting vote shall be applied to ensure majority voting.

41. No proxy voting shall be allowed. No member shall be allowed to vote who is in default. In case of joint member, the first member shall vote; if he/she is absent, the second member shall be allowed to vote only on written application to the President in advance.

42. No matter shall be discussed in the General Body which has not been included in the Agenda; provided that the President may in case of

emergency permit discussion on such matter when the majority of the members present so desires.

43. The meeting shall be chaired by the President. Only in his absence, the Vice President shall chair.

44. All business discussed and decisions taken in the General Body shall be recorded in the proceeding register within seven working days which shall be signed by the President and Secretary of the Association. No individual view expressed in the General Body shall be recorded, except the decisions taken on majority.

### **MANAGING COMMITTEE**

45. The Managing Committee (hence forth to be known as Committee) shall consist of a President, Vice President, Secretary and Treasurer and one member from each Block (total 15 Blocks).

46. The term of the Committee shall be for three years from the date of assumption of office. President, Vice President, Secretary, and Treasurer shall not be eligible to hold the post consecutively for more than two terms.

47. If no lady member is represented in the process, the General Body/ Managing Committee may nominate two women members from the list of first owner or joint owner.

48. In the event of any casual vacancy/ vacancies arising out of resignation, death or disqualification of an executive member or members, the Committee shall co-opt member from the designated block/ constituency with the consent of the majority who will work for the remaining period of the tenure of the committee and will enjoy the same status as elected member in the committee including voting right.

49. In the event of any casual vacancy arising out of resignation, death, and disqualification of President, the Vice President will carry on business till the next General Body meeting when the issue shall be placed before the General Body to either ratify the arrangement made by the Committee or decide afresh electing an office bearer in the place, who will continue to work till the remaining period of the term of the committee. If the casual vacancy arises in the case of Vice President, Secretary or Treasurer, the Committee shall assign the business to one of the members and carry on

the work till the next General Body meeting when the issue shall be placed before the General Body to either ratify the arrangement made by the Committee or decide afresh electing an office bearer in the place, who will continue to work till the remaining period of the term of the committee.

50. A member shall be removed from the Committee on proven charge of misconduct for which the committee may pass a resolution by majority vote. The casual vacancy created out of removal of the member shall be filled up by co-option of a member from that constituency for the remaining period of the term of the committee.

51. The President, Vice President, Secretary and Treasurer shall be removed on proven charge of misconduct by the General Body passing a resolution by majority vote. The General Body shall elect another office bearer to fill up the casual vacancy who will continue for the remaining period of the term of the committee.

52. Each member of the Committee shall have one vote and the President shall have casting vote in addition to his/her vote and in case of tie, the President can utilize the casting vote to ensure majority decision.

53. Meeting of the committee can be held at least once in a month and in addition, when necessary. Secretary shall issue the notice with agenda items for consideration.

54. All decisions in the committee shall be taken on majority basis. Minutes shall be written and recorded in the minutes Book with signature affixed by those participated in the discussion.

55. Notice for the meeting shall be given by the Secretary in advance at least two days in advance through email or in social media and a copy pasted on the Notice Board of the office. For any emergency meeting, it can be arranged in short notice through email or in social media like WhatsApp.

56. For day today management of cash, the Committee may designate one member other than Treasurer as Member (Cash Management) who will hold cash for emergency purpose and vet and verify all purchases made by cash transaction and will make statement showing the opening cash, date wise purchase, and cash in hand at the end of the month for meeting of the committee.

## **EXPENDITURE TO BE AUTHORISED**

57. Each piece of expenditure whether it is cash transaction or cheque payment shall be authorized by the Committee. The Committee shall in its monthly meeting pass the expenditure. A consolidated list of cash transaction will be prepared by the Member (Cash Management) and a consolidated list of expenditure by cheque payment will be prepared by Treasurer for the previous month which will be placed before the Committee who will pass it.

58. The expenditure for the previous month duly vetted by the Member (Cash Management) and Treasurer for Cheque payments be considered and approved in the monthly meeting and record taken in the proceeding register. A copy of the expenditure incurred in the month shall be pasted on the notice board for information of members.

59. A member of the Committee shall cease to hold office if one of the following conditions is satisfied:

- (i) Disqualified to be member of the Association;
- (ii) Applies for insolvency or is declared insolvent;
- (iii) Becomes unsound mind;
- (iv) If convicted;
- (v) Carries on business in the society contrary to the objective of Association;
- (vi) If indulges on corrupt practice abusing his position in the Association;
- (vii) Resigns and his resignation is accepted by the Committee;
- (viii) Becomes a defaulter in the Association.

## **POWERS AND FUNCTIONS OF THE COMMITTEE**

60. The Committee shall exercise all powers except those reserved for the General Body subject to regulations and restrictions laid down by the General Body, and in particular the following powers and duties:

- (i) To observe the prescribed procedure, Act, Rules, Regulations, and provisions of Bye laws;
- (ii) To maintain true and accurate account of all money received and

- spent;
- (iii) To keep the registers of members correct and up to date;
  - (iv) To prepare and lay before the General Body the annual profit and loss account, audited balance sheet;
  - (v) To examine the account, sanction contingent and other expenditure and supervise the maintenance of the prescribed registers;
  - (vi) To keep the accounts of assets and liabilities;
  - (vii) To take necessary action on the inspections of authorities;
  - (viii) To admit new members and issue new shares and transfer old shares;
  - (ix) To arrange for recovery of dues;
  - (x) To convene the General Body meetings in accordance with the Bye Laws;
  - (xi) To undertake contracts on behalf of the Association and make payments;
  - (xii) To invest the funds of the Association;
  - (xiii) To appoint, suspend, punish and dismiss the employee of the Association and fix their remuneration and frame service Rules;
  - (xiv) To comply with the provisions of Govt. Acts, Rules and Regulations concerning with the management of the Association;
  - (xv) To arrange for the custody of books, registers and other documents on the affairs of the Association;
  - (xvi) To decide the manner of execution of works and its allotment to members of the Committee and members;
  - (xvii) To carry development, construction work in the manner as may be decided by the General Body;
  - (xviii) To co-opt Members against the casual vacancies of the Committee arising out of resignation, removal, death, disqualification etc.
  - (xix) In the eventuality of no representation through election process from any block, the committee may co-opt a member from that block or from other block who will represent that block during the tenure of the committee.

62. The Committee shall exercise prudence and due diligence of ordinary man of business and shall be responsible for any loss sustained through act contrary to the provisions of Act, Rules and Bye Laws.

63. No member shall receive any remuneration from the Association as member of the committee.

64. No member shall appropriate any benefit from the Association by deciding in favour of himself being part of the committee.

65. All business discussed shall be recorded in the proceeding register and members present shall affix signature on it.

66. The Committee may appoint Sub- committee with members of the committee and outside experts on the subject when need arises and take decisions or submit report to the General Body for taking decision on affairs of the Association.

### **DUTIES AND RESPONSIBILITIES OF PRESIDENT**

67. The President shall have the highest authority in the Association and shall have the general and overarching control and supervision over everything relating to affairs of the Association. He is the Chief Executive in the Association. All activities in the Association shall be and deem to be in the name of the President. He shall preside over the meetings of committee and general body meeting of the Association and shall provide the pivotal link between Association and outside and among members.

### **DUTIES AND RESPONSIBILITIES OF VICE PRESIDENT**

68. Vice President in order of protocol in the Association is next to President and shall have the same duties and responsibilities of President in his absence.

### **DUTIES AND RESPONSIBILITIES OF SECRETARY**

69. The following responsibilities shall be delegated by the Committee to the Secretary:

- (i) He will be the head of the office;
- (ii) He will keep the Books of Accounts, Registers, Audit Reports, Proceeding Books in safe custody and prepare and file returns and statements to the Government;
- (iii) All communications will be issued under his signature, except where the President decides to communicate following certain protocol. He will get the Audit of the accounts completed in time for



- consideration of AGM.
- (iv) He will issue notice for the meeting of the Committee and General Body in consultation with the President and shall prepare the Agenda for the meeting. He will draft the minutes of the meeting and will get it approved from the Presiding Officer/ Chairman and will take into record in the Proceeding Registers.
  - (v) Once the decisions are taken by the committee he, on behalf of the Association, will be the nodal and authorized person to sign contracts with the parties, particularly in the cases of Annual Maintenance Contract, hiring persons for office and other works;
  - (vi) He is the Record Officer of the Association according to Record Management and shall follow the schedule of record keeping. Whosoever may be keeping, these records of office shall always be deemed to be in Secretary's custody. He shall be responsible for their safe delivery to his successor after making a list of documents handed and taken over.

### **DUTIES AND RESPONSIBILITIES OF TREASURER**

70. The following items of works will be the duties and responsibilities of Treasurer:

- (i) He will keep or cause to be kept all Books of Accounts, Vouchers and shall prepare or caused to be prepared Annual Profits and Loss Accounts, Receipts and Disbursement Account and the Balance Sheet.
- (ii) Whosoever may be writing the Books of accounts, these shall always be deemed to be in Treasurer's custody and he shall be responsible for their safe delivery to his successor after making a list of documents handed and taken over.
- (iii) He will supervise Audit to be completed and will provide all necessary clarification to the Auditor.

### **MEMBER (CASH MANAGEMENT)**

71. One member shall be given the responsibility of cash management, who will take charge of cash in hand including cash withdrawal and spending and will maintain detailed account of cash management during the month. He shall vet all procurement done under cash transaction. The

statement of cash management for the month showing opening cash, purchases and procurement, and the cash in hand by the end of the month will be placed before the committee.

### **EXPENDITURE TO BE APPROVED BY COMMITTEE**

72. The members of the Committee shall be collectively and individually responsible for Fund Management of the Association. Therefore, expenditure for works shall be duly approved by the committee in its meeting and minutes recorded in the proceeding register.

### **POWER OF WITHDRAWAL OF FUND**

73. President, Secretary and Treasurer shall be vested with power of withdrawal of money the from bank on joint signature of at least two signatories. For operational point of view, normally Secretary and Treasurer shall be authorized by the committee for withdrawal of fund with joint signature from the bank. However, on emergency situation, if one of them is not available, President may, along with other sign the cheque for withdrawal.

### **CONSOLIDATED EXPENDITURE LIST TO BE DISPLAYED IN THE NOTICE BOARD**

74. The consolidated list of expenditure for a month after it is passed by the Committee shall be displayed on the notice board for information of the members or in the WEB SITE of the Association for information of all.

### **DOCUMENTS /REGISTERS TO BE KEPT PERMANENTLY**

75. The following documents/ registers of the Association shall be permanently preserved in the Office under safe custody of Secretary:

- (i) Registered Memorandum of Association and the Bye Laws with seal
- (ii) Membership Register showing the name, address, occupation, date of admission, date of termination and Name of the Nominee
- (iii) Cash Book
- (iv) Ledger Account for Each member



- (v) Accounts showing Monthly contribution
- (vi) Assets Register showing all properties purchased/ disposed out by the society
- (vii) Pass Book of Bank
- (viii) Annual Audit Report
- (ix) Proceeding Book of General Body and Managing Committee
- (x) Land and Building Documents, including approval from regulatory Agencies
- (xi) Lift Worthiness certificates for each lift from the Regulatory Agency
- (xii) Fire Fighting System Certificate from Regulatory Agency
- (xiii) Electricity Sub Station Papers form the Regulatory Agency
- (xiv) Building Plan approval and Completion Certificate and Environmental Clearance papers from Regulatory Agencies
- (xv) Diesel Generator set papers
- (xvi) Any other Document specified by the Committee

### **AUDIT**

76. The accounts of the Association shall be audited at least once a year by a registered auditor prescribed by the Government for such Associations within 120 days from end of April by when the account for the previous financial year is made up. The Committee shall pay the audit fee to the Auditor on completion of the audit. Audit shall be completed and AGM shall approve the Audit Report, prior to the election of the committee in the year when it is due.

### **INSURANCE OF THE BUILDING, MACHINERY, EQUIPMENTS AND WORKMEN COMPENSATION INSURANCE**

77. The Association shall insure the building, machineries and equipments and no. of workmen engaged in the fatal work of the Association every year.

### **PROCEDURE FOR ELECTION OF THE COMMITTEE**

78. The Committee shall meet at least 60 days in advance of the date of expiration of its and take a resolution fixing the date, time and venue for convening the General Body for conduct of election of its successor committee.

79. The Committee shall appoint a Returning officer other than the members to conduct election

80. For conduct of election the Returning Officer shall be given a consolidated remuneration of Rs. 5000 (Rupees five thousand only). The schedule of election shall be designed in such way all other processes are completed well in time and the election is held on the scheduled General Body meeting day.

81. The notice for the election shall be given through email and speed post and a copy pasted on the notice board of the office for information of members.

82. The committee shall publish electoral list at least thirty days in advance and give notice to all to clear the dues on or before the date of filing nomination. If the defaulting members clear the dues on or before the date of filing of nomination, they will be eligible for voting, otherwise the Committee will publicize the final electoral list for election just on the previous evening of the day of filing nomination.

83. The members who are eligible can only be proposer, seconder.

84. Each block will form a constituency for block representative. The representative member from each block shall be elected from the members of that block only. If there is no contest, the name of the block representative will be published before the election. If there is contest, the election will be held on the day of election and only the block members present will cast the vote for electing their representative.

85. There shall be direct election for the post of President, Vice President, Secretary and Treasurer and all eligible voters from all blocks present in the meeting shall vote.

86. The returning officer shall follow the following schedule of election:

- (i) Last date of filing nomination
- (ii) Last date of withdrawal of nomination
- (iii) Last date for scrutiny of nomination
- (iv) Date of displaying the list of Contestants
- (v) Last date of receipt of postal ballot
- (vi) Date of General Body for election

(vii) and Counting and declaration of result

87. Election shall be conducted on non transferrable secret ballot. The Returning Officer shall permit postal ballot on request through email and the member can vote by downloading the ballot paper and then after putting the seal can upload to the Returning Officer by email attachment who will download the attachment and take into counting on the day of counting. However, the receipt of email cannot be taken into record after the time fixed for election to be over.

88. The result of the election shall be recorded in the General Body proceeding book in which the returning Officer shall affix his/ her signature. The result will also be displayed in the notice board and Website of the Association.

89. In case of tie, the Returning officer shall declare the election result by tossing a coin in the presence of the candidates.

90. After the election is declared, the ballot papers and other records shall be handed over to the Secretary for safe custody of the documents.

### **AMEMNDMENT OF BYE LAWS**

91. Every proposal of the committee for amendment of Bye Laws shall be approved by the General Body.

92. No amendment of Bye Laws shall be valid unless such amendment has been registered or deemed to have been registered under Orissa Apartment Ownership Act 1982.

93. The registered Bye Laws and its subsequent amendment shall be kept permanently by the Association.

### **DISPUTE RESOLUTION**

93. Any dispute relating to constitution or business of the Association, arising between members or person claiming through a member or between Association and the Committee or between any officer, member or servant of the Association in past or present shall be first referred to a committee specifically formed by the General Body where the decision of the committee will be final and binding to the parties.

## **POWER TO MAKE RULES OF BUSINESS**

94. The Committee with the approval of the General body may make Rules of business for carrying on the work of the society and may make addition, alteration and deletion of certain provisions, keeping in view the overall welfare of the Association.

95. The Committee may make and prescribe various forms and format of application for simplification of administrative procedure and practice.

## **REGULATIONS**

95. Every member shall sign an agreement with the Association adhering to the specified standard norms of living in a multi storied apartments, as annexed.

\*\*\*\*\*

## AGREEMENT

This AGREEMENT made on this ..... Day of..... at Bhubaneswar between the **Kendriya Vihar Phase II Apartment Owners' Welfare Association**, a registered Association under (**Societies Registration Act 1860, OR Orissa Apartment Ownership Act 1982**) having Registration No..... (Hereinafter called "The Association" which expression, unless repugnant to the context for meaning thereof, includes its representatives, Management Committee and assignees) of the First Part and **Kendriya Vihar Phase II Apartment Owners' Welfare Association**, a bonafide and legal Member of the said having Membership no. .... (Hereinafter called "the Member" which expression, unless repugnant to the context for meaning there of, includes her legal heirs, successors) of the Second part.

That the Flat No. .... was originally allotted to ..... And subsequently the said Flat was sold by him to ..... vide sale deed dated .....

WHEREAS the Association being a registered Association under Societies Registration Act 1860 bearing registration No ..... and classified as Association under Orissa Apartment Ownership Act 1982 and Rules made thereon is governed by the said Act, and the rules framed there under and by the registered byelaws of the Society.

WHEREAS the Member had applied for and was granted the Membership of the Society which still subsisting as Membership No.....

WHEREAS the Member has been allotted the Flat No..... (Hereinafter called "The Flat") in terms of allotment letter dated ..... by the CGEWHO.

WHEREAS both parties to this agreement have already read and understood the contents of this agreement, the provisions of the Orissa Apartment Ownership Act 1882 and Rules made there under 1992, Regulations framed there under, and registered Bye-laws of the Association, registered with sub-registrar, Bhubaneswar and agree to abide by the terms and conditions and directions contained therein.

NOW therefore, it is hereby agreed by and between the parties hereto as under:

**1. General**

- i. **That** the above said Flat was originally allotted to .....by CGEWHO vide allotment letter..... and that I took physical possession of the flat on ..... from CGEWHO and as a result, became the Member of the Association for all practical purposes.
- ii. **That** the Member shall abide by the Orissa Apartment Ownership Act 1982, the Rules made there under and the registered Bye laws of the Association as may be amended from time to time and the Regulations of the Association.
- iii. **That** the Member shall not induct any person (s) into the Flat whose activities will be prejudicial to the interest of the Association. The Acts and Deed of such person (s) shall be deemed to be the Acts and Deeds of the Member and Member shall be responsible for the same.
- iv. **That** the Association may from time to time make any new regulations or alter or rescind any provision of Bye-laws or regulations that will bind the member.
- v. **That** the Member shall use the Flat only for residential purpose and shall always ensure its use such other purpose as may be permitted in residential premises under land use regulations prescribed by the local authorities from time to time. He shall always ensure that the flat is not used in contravention of the rules/regulations and registered /bye-laws of Association.
- vi. **That** the Member shall permit/ensure the Managing Committee of the Association, wherever necessary with workmen and appliances at all reasonable times to enter the Flat to execute repairs or alterations thereon or to the adjoining premises or the sewers, antenna and other fitting and fixtures, etc.
- vii. **That** the Member shall live and always ensure that any person inducted by him shall live in an apartment complex where other fellow residents live and hence he/she shall do nothing that will frustrate the objectives of the Association duly specified in Memorandum of Association.

2. **Maintenance, Common services, expenditure there on and payments therefore**

- i. **That** the entire property of the Association and the common facilities/services, including insurance, shall be administered by the Managing Committee.
- ii. **That** the Association shall provide services for repair of the fixture/fittings provided at the time of possession of the Flat.
- iii. **That** the member shall pay and continue to pay her share of the expenses for the common facilities in respect of reconstruction, rebuilding, repairing, painting, cleaning of walls, lifts, fences, hedges, sewers, roads, paths and other things, the use of which is common to all Flats.
- iv. **That** the repairs undertaken to the Flat to rectify damage caused by natural calamity shall be deemed to be common facilities and expenses thereon shall be borne by the Association. The decision of the Managing Committee of the Association in this regard shall be final and binding.
- v. **That** the Member shall pay to the Association his/her proportionate share of insurance premium, expenditure on salaries/wages and/or payments to the persons/agents appointed and/or engaged by the Association in connection with office management, maintenance of electrical installations including lifts, illumination at common places, corridors and pumps, plumbing, security, sweeping and common communication connectivity etc., for preservation, maintenance and upkeeping of the services.
- vi. **That** the Member agrees for introduction of and payment for any other common facilities/services that may be found to be necessary in future, keeping in view their availability and need, on such terms as may be decided by the Society.
- vii. **That** the Member from time to time and at all times shall pay for maintenance of common facilities/services and replacement of capital goods charges as may be prescribed by the general body. If the Member fails to pay his share in time, the Association may deny access to common facilities and services to the Flat and the charges for restoration of which shall be borne by the Member.
- viii. **That** the Member shall discharge the liabilities/ obligations/ payments in respect of her Flat such as payment due to CESU, Bhubaneswar for use of energy in the Flat, property tax, fines, cess etc., imposed by any authority. The Association shall not contest any notices received in this context.



### 3. Car Parking

- i. That the Member shall have exclusive right to use the under-the- stilt parking, which has been allotted to him/ her.
- ii. That the car should not be parked in the open space that will cause any inconvenience or obstruction to any body and further subject to such terms and conditions as may be determined by the Association from time to time.

### 4. Transfer of interest in the flat, etc.

#### i. Letting out :

- a) **That** the Member may let out the Flat, either in part or full, through lease, tenancy, rent agreement or in any other form or name only for residential purposes or such other purpose that may be permitted in residential premises under land use regulations prescribed by the local authorities and Government of Odisha from time to time. The acts and deeds of occupant / licensee / tenant shall be deemed to be acts and deeds of the Member and the member shall be liable for the same.
- b) **That** the Member shall provide the Association details of the occupant / lessee / licensee / tenant before letting out the Flat. On failure to do so by the member, the Association shall have every right to refuse entry into the Flat and also deny access to common facilities and services to such occupant / lessee / licensee / tenant.
- c) **That** the Member shall ensure that the occupant / lessee / licensee / tenant of the Flat complies with all the terms and conditions of this agreement and the provisions of Orissa Apartment Ownership Act 1982 and the Rules made there under and the registered Bye laws of the Association.

#### ii. Sale / Gift / Transfer

- a) **That** Member shall not in any manner whatsoever sell, gift, part with or otherwise transfer the Flat or part thereof of Membership **before getting the specific consent of the Association in**



**writing ( NOC).** The transfer of Flat / Membership shall be governed by provisions of CGEWHO rules on the subject.

- b) **That** the Association shall have **no objection** to transfer of his /her Flat / Membership permitted under laws. No Objection Certificate will be issued only on clearing all outstanding dues including penalties on such dues or amount of outstanding mortgages of the Flat and upon producing the proof of the same to the Society. The Management Committee of the Association will extend all the co-operation to such transfers.
- c) **That** in case of transfer to other than those in favour of first degree relation or in favour of legal heirs, it would be taken that the transfer is in fact by way of sale. The Member shall abide by the rules of CGEWHO in this regard.
- d) **That** the Member, as and when transfers the Flat and/or Membership, by way of sale or any other mode shall incorporate a clause in the transfer document, indicating that the rights, liabilities and privileges flowing through this agreement shall be discharged by the transferor. Further, in order to ensure continued compliances of the terms and conditions of this agreement, every successive transferor shall execute a fresh agreement to this effect with the Association.

## 5. **Social Activities**

**That** the Association in future subject to feasibility, shall form ladies club for cultural activities, provide Reading Room and library, indoor recreational facility like card room, indoor games and the like for common good. If such facilities are provided, the Member shall pay the proportionate charges as fixed by the Management Committee from time to time for these facilities.

## 6. **Other Obligations on Member**

**That** the Member agrees to comply with and always ensure compliance of the following conditions for peaceful living in the premises:

- i. It is prohibited to cause or allow to be caused anything which in the opinion of the Association may cause a nuisance, annoyance or inconvenience to the other residents in the adjacent Flats or the neighborhood or be prejudicial to the Association's property.

- ii. It is prohibited to encroach upon the passages in the building and disturb the right of easement of any other occupant or to build on or adjoining to the Flat or otherwise stop or obstruct access to any light or air belonging to or enjoyed by any premises, the estate or interest. It is also prohibited to place or cause to be placed any furniture, packages or objects of any kind in the lobbies, vestibules, stairways, elevators and other areas of common facilities of similar nature.
- iii. It is prohibited to make any structural alterations in or additions to the Flat or to carry out by way of additions / deletions/ alterations adjoining the Flat, above the top floor Flat or in the parking space. In case any penalty is imposed by any authority for such contravention, it will be borne by the Member and the Association will have no liabilities whatsoever in this regard. The Association shall have exclusive right to maintain the open space inside its premises and also landscaping.
- iv. It is prohibited to hang garments, rugs etc. from the windows, balconies or from any of the facades disturbing the look and feel of the building.
- v. It is prohibited to dust / clean rugs etc. from the windows / balconies / stair Cases or by beating on the exterior part of the building.
- vi. It is prohibited to throw garbage from top, in open common area or any public place or trash outside the parks. The procedure prescribed from time to time by the Association for disposal of garbage shall be followed.
- vii. It is prohibited to play outdoor games like cricket, hockey, football, guli-danda, etc. which may cause injury to individuals or break window glass panes.
- viii. It is prohibited to white wash or paint or in other way change the colors, textures or deface in any exterior part of the Flat.
- ix. It is prohibited to park/stop and/or cause to park/stop any vehicle which obstruct or block passage/road or any other place except when it is unavoidable for loading and unloading of any heavy goods in and out of the Flat. The Association reserves the right to remove such vehicle without informing the member/owner of the vehicle and all cost, and damage to vehicle shall be responsibility of Member/vehicle owner.
- x. It is prohibited to make noise of any kind including that from musical instruments, amplifiers etc. that may disturb others.
- xi. It is prohibited to keep domestic animals in violation of the municipal sanitary bye-laws or regulations. In case of pet, the pet lovers shall carry them with their leash and should not allow them to defecate in

the campus. In case, any dog defecates in the open area or in the campus, the person should carry a paper/ polythene to take out the excreta and throw it in the bin so as to keep the campus clean.

xii. It is prohibited to use or allow to be used any part of the external portions of the Flat for displaying any advertisement or deface the building in any manner.

7. **That** the Association shall be entitled to deny access to common facilities/services, without prejudice to its legal rights, in case the Member fails to comply with any of the terms of this agreement.

8. **That** the parties agree to faithfully abide by the terms and conditions contained in this agreement which is signed by them, without any force, duress or coercion.

**IN WITNESS WHEREOF**, the parties hereto have set their hands to these present the day, month and year first above written.

PARTY OF THE SECOND PART

PARTY OF THE FIRST PART

(.....)  
Member of the Association

(.....)  
President/Secretary  
Kendriya Vihar Phase II AOA,  
Bhubaneswar

**WITNESS 1**

Signature : .....  
Name : .....  
Address : .....  
Pin : .....  
Tel. No. : .....

**WITNESS 2**

Signature : .....  
Name : .....  
Address : .....  
Pin : .....  
Tel. No. : .....

**END**