

Form-XVI-A

"Certificate of amendment in Memorandum/By-laws of the Society under Sub-section (3) of Section 26 of the Haryana Registration and Regulation of Societies Act, 2012 "

(See rule 17(3))

**Certificate of amendment in the Memorandum/By-laws of the Society**

I hereby certified that [JALVAYU VIHAR APARTMENT OWNERS ASSOCIATION, FARIDABAD] (name of the society), which was registered on [2015-03-27 00:00:00] vide registration number [1357] under Section 9(4) of the Haryana Registration and Regulation of Societies Act, 2012 and having duly passed a special resolution in terms of section 26(1) of the Act, the approval to the amendment in memorandum/by-laws of the Society is hereby granted as under:-

Clauses deleted	Clauses Amended	Clauses Added
0	0	0

Given under my hand at [Faridabad] this [12] day of (month) [Jan] (Year) [2019]



Sh. Anil choudhary  
Place:Faridabad  
(Signature of the District Registrar )



Verification Link: <https://haryanaindustries.gov.in/msme/verify/verifyamendmentcertificate/id/988/ref/2018-12-0000317>

# **BYE-LAWS**



## **JALVAYU VIHAR APARTMENTS OWNERS ASSOCIATION**

**JAL VAYU VIHAR  
SECTOR-29, FARIDABAD-121008  
HARYANA**



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*Saxena*

*Ingia*

*Phuman*

### 1. Name of Society

The name of the Society is Jalvayu Vihar Apartments Owners Association, Faridabad (Hereinafter referred as "**Society**")

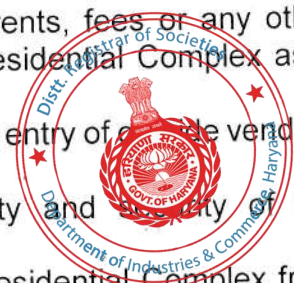
### 2. Registered Office

Registered office of Society is "**Community Centre, Jal Vayu Vihar, Sector-29, Faridabad, Haryana -121008**".

### 3. Aims and Objects of Society

The aims and objectives of the Society include:

- a. To frame rules and administrative orders/procedure with the approval of the General Body of the Association.
- b. To represent the Association before the Haryana Government and its authorities for any common purpose, which may impact the interest of the members monetarily or otherwise and take all such steps as may be necessary in this regard.
- c. To maintain, manage and administer the Jalvayu Vihar Residential Complex consisting of 121 Residential Flats in 15 Blocks (A to H, J to N and P & Q), common areas in and around the Blocks (Hereinafter collectively referred as "**Residential Complex**") and allied services provided with them.
- d. To ensure the upkeep and maintenance of the land on which the Residential Complex has been constructed
- e. To operate, maintain & repair all installations of common services like generators, water pumping sets, submersible pumps, firefighting installations and equipment, security lights, roads, parks, storm-water drains, stair cases, water tanks, sewer systems, boundary walls etc. which are common utilities for all residents of Residential Complex.
- f. To arrange and/ or to undertake external repairs, colour/ cement water bonding or white/ colour washing of the above said residential blocks whenever necessary.
- g. To recover from the members and pay all ground rents, fees or any other relevant taxes or statutory dues as levied on the Residential Complex as a whole.
- h. To ensure smooth running of eight shops and regulate entry of vendors inside Residential Complex.
- i. To take all necessary measures to ensure safety and security of the Residential Complex.
- j. To take all necessary measures to safeguard the Residential Complex from fire through fire precautions.
- k. To employ adequate staff for undertaking day to day or any periodic maintenance/ repairs.
- l. To collect monthly maintenance charges as leviable on members for attainment of above objectives.





- m. To undertake any other task as may be incidental or essential for the fulfillment of the above enumerated objectives.
- n. To undertake, in the event of lack of response from affected residential blocks, repairs of seepage or leakage when it causes nuisance to occupants other than the ones in whose premises the source of such nuisance has originated, distribute the cost to affected dwelling unit's occupants (whether allottees or otherwise) with the provision that in such an eventuality the occupant, other than allottee would be expected to derive means either to realise the cost of damage from allottee or bear the same himself.
- o. To develop mutual friendship, harmony, brotherhood and co-operation amongst the residents of the Residential Complex and establish friendly, social and cultural relations through cultural and social activities.

#### 4. Management

The management and control of the association shall be in the hands of Managing Committee to be elected for every financial year by the General Body and shall execute business of the Society in accordance with the rules/bye-laws, as may be framed and/ or modified from time to time by the General Body.

#### 5. Membership

- a. A person shall be eligible to become a member of Society, if he,—
  - i. is 21 years of age or such age as may be prescribed by any applicable law for the time being in force on the date of admission;
  - ii. subscribes to the aims and objects of the Society;
  - iii. has deposited the membership fee, if any, as prescribed in the Bye-laws of the Society or fixed by the Society; and
  - iv. Is not an insolvent or of unsound mind or have not been convicted of an offence involving moral turpitude, punishable with imprisonment of one year or more.
- b. There shall be two categories of members as follows :-
  - i. **Permanent Member(s).** All the allottees/subsequent owner or purchaser of the flats of the Residential Complex will be Permanent Members of the said Society which is obligatory.
  - ii. **Associate Members.** Tenants of the Residential Complex shall be the Associate Members of the Society. However, tenants will be given Associate Membership subject to the following conditions-
    - (a) No objection from the Permanent Member along with tenant details in prescribed format;
    - (b) Undertaking by the tenant to the effect that all the members of his family will abide by the rules (by-laws) of the Society duly countersigned by the Permanent Member.



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(c) Arrangement of paying monthly subscription to the Society will be submitted to the Secretary of the Society in writing along with the copy of the agreement, if any, in case of tenants. However, in case of default of any type, the onus of responsibility will lie totally on the Permanent Member.

(d) Tenant will enroll himself as Associate Member of the Society and shall deposit a refundable security deposit as decided by the General Body Meeting to the Treasurer.

c. A member will not be eligible for election to any Committee if his/her dues to the Society are outstanding.

d. The members will not have any financial/business interest directly or indirectly in the deal of purchase or sale of flat located in the Residential Complex except his own flat.

e. No member shall be in the employment of the Society.

f. All liabilities of maintenance/annual charges etc. as charged by the Society for providing the maintenance services etc will primarily rest with the Permanent Members in respect of his/her flat. Maintenance charges as levied by the Society shall be expeditiously cleared in every case.

g. In case any member fails to pay the monthly maintenance services charges/ other charges/normal penalty regularly, his case will be placed before the Management Committee. After examining the case, if Management Committee unanimously declares the relevant member as defaulter, he will be liable to pay penal interest on the entire arrears as may be decided by Management Committee whose decision will be final. However, one opportunity of being heard shall be given to concerned member before taking any final action.

h. A member admitted to a Society shall cease to be so in the following events,—

- i. upon submission and acceptance of his resignation;
- ii. if he ceases to fulfil the eligibility condition for being admitted as a member as mentioned under clause 5(a); or
- iii. upon his failure to pay Society charges/dues continuously for a period, as may be prescribed by the Governing Body; or
- iv. upon the death of a member; or
- v. in case of Associate Member, if his corresponding Permanent Member submits a request in writing to the Society to cease the membership of that Associate Member



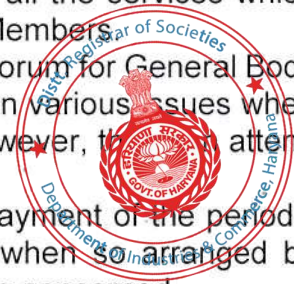
Provided that in case of death of member, the nominee or the legal heir shall be enrolled as a member subject to fulfillment of qualifications as laid down in the Bye-laws and the provisions of the applicable laws. Further, in addition to above, the nominee or the legal heir will be required to produce for his membership to the Society, the succession certificate along with the death certificate duly signed by the appropriate authority in respect of the deceased member.

**i. Permanent Members**

- i. In accordance with the Master Brochure of AFNHB, it is obligatory for all allottees/subsequent purchasers/owners of flats in Residential Complex to be Permanent Members of the Society. An undertaking has already been given by all allottees/subsequent purchasers/owners to this effect to AFNHB. Thus, all allottees/subsequent purchasers/owners of the flats in the Residential Complex will constitute the category of Permanent Members.
- ii. No owner shall sell, or otherwise transfer his /her/their Apartment to anyone without prior notice to the Association and obtaining a "NO DUES CERTIFICATE" from the Association.
- iii. The Society shall maintain a register of its members at its Registered Office and shall enter therein the particulars of admission or removal of Permanent Member within fifteen days of the admission or removal or the cessation of any membership, as the case may be.
- iv. Every person admitted as a Permanent Member shall be issued an identity card by the Society containing the photograph and particulars, as may be prescribed
- v. The permanent members will have the voting rights. They can authorize their spouse/parent/ child (above 21 years of age) for voting. There are a total of 121 flats and therefore there will be 121 votes i.e. one vote/flat.

**j. Associate Members**

- i. Associate Members shall also be entitled to all the services which the society shall be providing to Permanent Members.
- ii. Associate Members will not be counted for quorum for General Body Meetings and will not have the right to vote on various issues when discussed in the General Body Meetings. However, they can attend the General Body Meetings.
- iii. Associate Members will be responsible for payment of the periodic maintenance charges direct to the Society when so arranged by them with the Permanent Members of the flats concerned
- iv. One member of the Management Committee of the Society will be elected (as co-opted member) from the Associate Members provided that there is no outstanding dues of any kind to the Society in respect



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of the flat in which he/she resides and Permanent Member of that flat has no objection in this regard.

## 6. Privileges and Obligations of Members

Some of the privileges and obligations of the member are given in the following paras:

- a. Every member shall subscribe to and be bound by the Bye-laws as amended, from time to time and registered with the District Registrar.
- b. Every member shall have the right to inspect the books of accounts, books containing the minutes of proceedings of meetings on any working day during the business hours after giving reasonable notice.
- c. Every member shall abide by the Bye-laws of the Association and follow all instructions of the General Body, as conveyed through the Management Committee.
- d. Every member shall ensure that the rights and privileges of other members are respected and that no inconvenience is caused to them in any manner.
- e. No member shall engage any staff of the Association for any personal work during his working hours in the Association/office.
- f. No member shall put up any hoarding, advertisement, notice or poster of any kind, in or on the building, except as authorized by the Association.
- g. No member shall object to any work being undertaken by the Management Committee which is in the common interest of the Association, even if such work may cause some inconvenience to him/her/them.
- h. Members are eligible to participate in all activities of the Society and extend full cooperation provided they satisfy the conditions mentioned in the bye-laws and applicable laws for the time being in force;
- i. Members are eligible to avail benefits of cooperative living by developing mutual understanding and respect;
- j. Members are expected to promote understanding with a view of achieve the objectives of the Society;
- k. Members are expected to enroll as Permanent member/ Associate Member of the Association at the first instance;
- l. Members are obliged to pay monthly common service charges and other charges by due date;
- m. Members are obliged to look after their respective affairs, luggage and pets in such a way as they do not cause any inconvenience to fellow members;
- n. Members are expected to help each other in hour of need, irrespective of caste, creed and religion;
- o. Members are expected to have cordial relations with all fellow members and avoid unpleasantness;
- p. Common car/ scooter parking area will be used only for the vehicles owned by Permanent Members and/or Associate Members and no member will use the parking space for dumping luggage, keeping pets, and/ or the purpose for which the space is not meant for;





- q. Members are obliged to ensure that passage to (**scooter/car**) garages, blocks and stair cases are clean and free from obstacles like cycles/ scooter/ boxes etc.
- r. In case of any common dispute raised by at least 1/10<sup>th</sup> of the Permanent Members representing at least three blocks regarding parking area or car parking and where Management Committee is not able to take any unanimous decision on that dispute, same may be referred to General Body for final decision where consent of at least 3/4<sup>th</sup> of total Permanent Members present in that meeting will be required to decide.

### **Pets**

- s. In case members keep pets, then they must look after them. Some of the important points are :-
  - i. It is obligatory on members to keep their pets like dogs/ cats on leash and do not create nuisance for others. The members will ensure that their pets are taken out from Residential Complex for walk so that the area within the Residential Complex is not dirtied;
  - ii. It is responsibility of the resident members to clear the droppings of their pets failing which they will be liable to pay penal action as may be decided by the Management Committee whose decision will be final;
  - iii. All members will have their pets vaccinated against rabbies etc. and a certificate to that effect will be obtained from appropriate authorities. A photo copy of such certificates will be submitted to the Secretary duly authenticated by the member having the pet;
  - iv. In case any pet is found creating nuisance or unprotected against specified diseases like rabbies etc., the Management Committee will have the unilateral right to have that pet removed with the help of Municipal Corporation authorities, if required.

Provided that if any Permanent/Associate Member does not observe aforementioned obligations casted on him/her as above, Management Committee shall have every right to take appropriate action against him including but not limited to levying penal charges. However, a sufficient opportunity of being heard shall be given to him before taking any action and any action taken by the Management Committee shall be unanimously approved by all members of Management Committee.

### **7. Finances**

- a. The Residential Complex consists of only 121 flats apart from shopping center and the garages. To maintain all services, cleanliness, greenery, security and firefighting installations, it is essential for the Society to be on sound footing as far as finances are concerned. It is imperative that among all unforeseen eventualities, only Society finances can come to the rescue of the common problems. It is, therefore, inevitable necessity to build up



adequate capital to meet the financial liabilities as a result of constant endeavor to achieve the laid down objectives. Efforts must be made by the Management Committee to see that there is an annual growth of the Society charges and Society Investments in addition to the interest earned.

b. The Society shall, therefore, collect the funds to raise its capital from the various sources. Some of them are mentioned below:

- i. Loan and Deposits from Members as approved by the General Body Meetings.
- ii. Levy of common maintenance charges from Permanent Members and Associate Members
- iii. Grants, donations and gifts offered voluntarily by genuine parties.
- iv. Service charges on issuance of Security Passes to approved vendors etc.
- v. Profits / Interest earned through investments etc.
- vi. License fee and monthly rent of shops in shopping complex

c. Society will under no circumstances raise any capital by mortgaging any of the immovable assets or putting on charge any of the movable assets belonging to the Society and Residential Complex.

d. Part of the capital which is not required in near future may be invested by the Society in any or all of following:-

- i. Immovable Properties
- ii. Government Bonds or bonds issued by the Government agencies
- iii. National Saving Certificates
- iv. Post Office Savings Banks Account
- v. Fixed deposits with Public Undertakings
- vi. Term Deposits with recognized banks.

e. No investments will be made in the purchase of shares or any security of any Government/Public/Private Sector companies or and Body Corporate. Similarly, no loans/advances will be granted to any Person/Body Corporate/ agency/ individual/Association of Individuals.

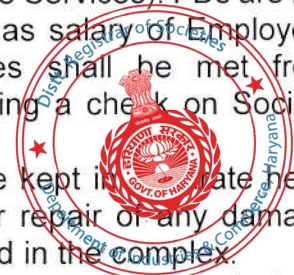
f. **Society Reserve Fund**

- i. Society shall create a Society Reserve Fund ("Fund") which shall be used only in case of contingencies or urgency or major repair work in Residential Complex and it will be the responsibility of all Permanent Members as a whole.
- ii. It shall be ensured that a minimum amount of Rs. 15 Lakh (Rupees Fifteen Lakh only) is always there in the Fund at any point of time. If at any time amount falls below Rs. 15 Lakh, it shall be recouped maximum within two (2) years by collecting funds from all Permanent Members





- under a separate head "Society Reserve Fund Account". It shall be the duty and responsibility of the Management Committee to achieve this object.
- iii. Any surplus amount from Society funds can be transferred to the Fund with the approval of Permanent Members in General Body meeting which may be over and above threshold requirement of Rs. 15 Lakh.
  - iv. Any amount transferred to the Fund and Interest/Income earned on the Fund amount shall form part of Fund only and cannot be used otherwise except as mentioned in subsequent clause.
  - v. Use of the Fund amount shall be subject to following conditions:
    - (a) Use of Fund amount shall require prior approval of the General Body with the consent of at least 3/4<sup>th</sup> Permanent Members present.
    - (b) While approving the use of Fund amount, General Body shall also mandatorily approve the recoup plan of the Fund without which approval of usage of Fund amount shall be null and void. Further, in any recoupment plan approval, Fund shall be recouped within 2 years from the usage of Fund amount, unless long period decided otherwise provided that minimum Fund requirement of Rs. 15 lakh has to be recouped within 2 years only.
  - vi. In case of reserve fund goes above 15 Lakhs, additional amount shall be utilized by Society for normal expenses, after approval of GBM only and MC may reduce collection from the resident members.
  - g. Society may pay such remuneration, salary or honorarium to the persons in its full-time or part-time employment, as it may determine, provided that no member shall be in the employment of the Society.
  - h. The Society Bank accounts will be operated jointly by President, Secretary, Joint-Secretary and Treasurer and signature of any two of them will be required to withdraw money.
  - i. Maturity amount of RD if any shall be always converted in FD and shall not be spent by MC under any circumstances without the approval of GBM.
  - j. FDs on maturity need to be re-invested. MC shall not withdraw prematurely or on maturity of FD without prior permission of GBM except in emergency requirement where MC cannot wait for GBM approval such as breakdown of essential services (e.g. Water/ Electricity /Sewage Services). FDs are not to be utilized for payment of routine nature such as salary of Employee, Electricity / Water Bills etc. Such expenditures shall be met from subscription collected on monthly basis by ensuring a check on Society Finances.
  - k. Security money collected from tenants need to be kept in a separate head and to be utilized only for refund to tenant or for repair of any damage caused by tenant to the complex / facilities provided in the complex.
  - l. Bills for any purchase / maintenance/ repair carried out by the MC shall not be splited to bring their value within the authorized financial power of MC / President / Secretary. Prior permission of GBM need to be taken for such expenses. In case splitting of bills cannot be avoided, total expenditure done





on that activity shall be intimated to general Body in the next GBM and also shall be recorded.

#### **8. Accounts and Audit**

- a. The Society shall keep proper books of accounts as required by Income Tax laws or the books as per standards laid down by the Institute of Chartered Accountants, at its head office or as may be prescribed with respect to,-
  - i. all sums of money received and expended by the Society; and
  - ii. the assets and liabilities of the Society.
- b. The Society shall get its annual accounts audited from an auditor who is a member of the Institute of Chartered Accountants of India constituted under the Chartered Accountants Act, 1949
- c. The auditor shall not be a member of the Management Committee or family member of that member or any of the office bearers of the Society.
- d. The accounts, returns and registers shall be verified and signed by at least two office-bearers, authorized by the Management Committee.
- e. Hard copy of Cash Book/Ledger book is to be maintained in addition to Soft Copy for easy reference.
- f. Internal audit of the society accounts to be carried out by the audit team members. The terms of reference, time frame and the members of the internal audit team will be nominated by the GBM.

#### **9. General Body Meeting (GBM)**

- a. The Permanent Members together shall constitute the General Body.
- b. At least two GBMs in one financial year may be held, as and when required, in addition to an Annual Meeting of the General Body in which the annual accounts of the Society, duly audited, shall be placed before the members for adoption.
- c. A copy of the audited balance sheet or an audited statement of accounts shall be served to every member of the General Body along with the notice of the GBM, unless these documents have been placed on the website of the Society
- d. A clear notice of fourteen days of every meeting shall be given to the members of the General Body before the date appointed for the meeting. A copy of such notice along with the business to be transacted during the general meeting shall also be endorsed to the District Registrar.
- e. The notice shall specify the date, time, place and the object of a meeting and in case any agenda item requiring a special resolution is proposed to be considered in such meeting, the notice shall contain a copy each of such agenda. Permanent Members may be asked to give relevant points in writing for discussion at least twenty one days prior to the fixed date of the meeting.
- f. The Management Committee shall convene an Extra-Ordinary Meeting of the General Body within twenty one days of receipt of a written requisition from at least one-tenth of the members of General Body, for convening such



a meeting. The notice requisitioning the general body meeting shall contain the reasons for such meeting along with the proposed agenda. The provision relating to notice for the Annual General Body Meeting shall mutatis mutandis apply to Extra-Ordinary Meeting of members.

- g. The quorum for the meeting of the General Body shall be at least forty percent of the total Permanent Members entitled to vote and present in person or through their representatives as per clause 5a(i)(iv) . If quorum is not complete by the appointed time of the meeting, the President may not open the meeting till such time the quorum is complete or wait for a maximum of half hour when he can, at his discretion, declare the meeting open subject to presence of minimum of ten members excluding the members of the Management Committee.
- h. Quorum of the Management Committee members shall be minimum two-third of the total strength of the Management Committee.
- i. The agenda prepared for the General Meeting shall be made available to the members either through notice boards or electronic means.
- j. No matter shall be discussed at the General Body Meeting which has not been included in the Agenda. However, the President may at his discretion, permit discussion on important points raised in the meeting, if the majority of the members present so desire.

**k. Responsibilities / Powers / Functions / Duties of General Body Meeting:**

- i. To elect, suspend or remove member/members of the Management Committee including the President.
- ii. To discuss and adopt the Report of the Management Committee on the preceding year working of the Society together with annual accounts containing a statement showing the receipts and expenditure, assets and liabilities and profit & loss for that year and also consider the Audit Report.
- iii. To discuss the budgetary estimates for the financial year.
- iv. To approve any amendment to the bye-laws;
- v. To fix and increase the annual/monthly maintenance charges from time to time
- vi. To approve limits of expenditure for Management Committee on maintenance activities.
- vii. To initiate action against any unsocial/ criminal behavior of occupants and their further eviction from the Society. However, in exceptional and urgent circumstances, Management Committee may take action and that action may be ratified by the General Body in subsequent meeting.
- viii. To nominate members for the internal audit of accounts and set the term of reference for the internal audit of the society.



- I. In all General Body Meetings, All Agenda items will be decided on the basis of simple majority vote by show of hands. In the event of tie, President will have an additional casting vote.
- m. All businesses discussed or decided at the General Body Meetings shall be recorded in the 'Proceedings Recording Book' by the Secretary and shall be signed by the President and Secretary.
- n. Agenda item relating to suspension or removal member/members of the Management Committee including the President shall only be carried out by a majority vote of not less than two third of the members present in the General Body Meeting, as per the quorum as mentioned in para 9(g) above.

#### 10. Management Committee

- a. Management of the Association shall be undertaken by a Management Committee constituted herein as under :-
  - i. President
  - ii. Vice President
  - iii. Secretary
  - iv. Treasurer
  - v. Joint Secretary
  - vi. Co-opted Member (One member from Associate Members)
- b. All members of the Management Committee will be elected in the General Body Meeting as per the process defined in Election Manual placed at **Enclosure-I** of these Bye Laws, or as may be approved from time to time by GBM. All permanent members will have a right to vote at this election. Chief-Patron will be elected by the Management Committee. However, one of the eligibility criteria of candidature of member of the Management Committee will be that member shall be residing in the premises of the Society for at least one year prior to date of election.
- c. The tenure of duly elected Management Committee members including the President shall be one year commencing/finishing with each financial year irrespective of the date of assuming the office. Further, the members of the Management Committee under dissolution will be eligible for election for next term. However, no member will continue to be in management committee for more than two consecutive years. On completion of two consecutive years, there shall be a cool off time of minimum one year for the election of next term. However, if a management committee member is found guilty of any financial misappropriation by GBM, by way of resolution passed by at least three-fourth members present, he will become ineligible for any office in Association for life time, unless decided otherwise by GBM by way of Special Resolution.



- d. A person shall be disqualified from continuing as a member of the Management Committee as soon as he ceases to be a member of the Society.
- e. Meetings of the Management Committee may be held as and when required. However, the Management Committee shall meet once in a month and hold the meetings accordingly. Quorum of the Management Committee meeting shall be minimum two third of the total strength of the Management Committee.
- f. A clear notice of three days of every such meeting shall be given by the Secretary of the Management Committee before the date appointed for the meeting. However, the Management Committee may meet at shorter notice, wherever so required, with the consent of at least fifty percent of its members.
- g. (i) Society (MC) shall maintain record of the minutes of proceedings of every meeting of the General Body and every meeting of its MC, Such minutes shall be signed by the President and the Secretary of the meeting.
- (ii) In case the minutes of the meeting are not signed by the President for any reasons, whatsoever, the MC may authorize any of the office bearer to sign such minutes indicating the reason for refusal by the President.
- (iii) The minutes of every meeting of the MC or the General Body, shall be put up for confirmation/ratification in the succeeding meeting of such body. (During ratification only controversial/ objectionable points needs to be discussed)
- (iv) Any resolution passed by the MC or the General Body during any of its meetings, which is not consistent with the provisions of the Bye laws, shall be invalid.
- h. No payment shall be made out of the funds to the President, Vice-President, Secretary, Treasurer or any other office bearer by way of honorarium or remuneration :
- Provided that incurring of any expenditure on the Boarding and TA/DA of the office bearers while on tour in connection with the affairs of the Society, shall be permissible following the prudent financial norms.
- i. A member of the Management Committee shall cease to hold office for any of the following reasons:

- i. If he Ceases to be member of the Society;

- ii. If he becomes of unsound mind;
  - iii. If he is convicted for any offence;
  - iv. If he is declared insolvent or applies for insolvency;
  - v. If he resigns and his resignation is accepted
  - vi. If he carries on business in property dealings or any such business which the committee considers pre-judicial to the objectives of the Society;
  - vii. If he is a defaulter in the payment of dues of the Society; and
  - viii. If he ceases to fulfil the eligibility condition for being admitted as a member as mentioned under clause 5(a) above.
- j. A vacancy caused on account of the reasons under clause 10(i) of the Bye-laws, be filled-up by re-election by the General Body in case the tenure of the Management Committee is more than six months. In case the tenure is less than six months, the members of the Management Committee will be authorized to co-opt the replaced member and inform the General Body in the next GBM.
- k. **Powers and Duties:** The Management Committee shall exercise all powers of the Society which are in conformity with these byelaws except those which can be exercised by members only in General Body Meetings. Powers and duties of the Management Committee includes but not limited to the following:
- i. Maintaining accurate account of money received/expenses and of all stocks bought or sold in their respective books;
  - ii. Keeping register of members up to date;
  - iii. Keeping an account of assets and liabilities of the Society;
  - iv. Preparing and placing before the Annual General Body Meeting, audited annual accounts;
  - v. Enrolling members (including Associate) as and when change of ownership or tenancy takes place in respect of any flat;
  - vi. Arranging for recovery of dues to the Society including fixing the late payments charges or penalty for recovery of dues;
  - vii. Summoning General Body Meetings under the provision of these bye-laws;
  - viii. Investing profitably any surplus capital in accordance with the provisions made in these bye-laws;
  - ix. Appointing staff as considered essential for the smooth running of the Society in the achievement of its objectives and fixing their remuneration or outsource the services/staff of Society such as Security ;
  - x. Suspending or dismissing any staff of the Society
  - xi. Carrying out development in the area of its objectives, so as to achieve economy of effort and finance;



*Dr. Raju*



- xii. To go in for maintenance contract/ contracts in respect of the various engineering equipment held in charge of the Society as and when required;
  - xiii. To appoint Estate Officer/ Supervisor and Maintenance Staff, fix their remuneration and lay down their duties;
  - xiv. To make arrangements for providing suitable security guards for the complex; and
  - xv. To undertake activities concerning upkeep of the Residential Complex.
  - xvi. To hear and deal with complaints.
  - xvii. To negotiate, and to go in for entering new/ renew tenancy by way of signing of rent agreements or termination of tenancy agreements for shops.
  - xviii. To ensure no accommodation is provided to employee of Society inside the JVV complex including Community Centre.
- l. There should not be any conflict of interest of any member of the Management Committee in any dealing or transactions of the Society. If any member gains any personal profit from any dealing or transaction relating to Society then he will be bound to transfer such profit to the accounts of Society within 15 days of its discovery else same will be treated as outstanding dues to Society. Further, it will be deemed as a case of financial misappropriation and provisions of clause 10(c) will apply accordingly. Further, GBM may also take punitive action against such member as it may deem fit. Provided that this clause applies **Mutatis mutandis** to Permanent Members as well as Associate Members.
- m. The Management Committee may, from amongst its own members/ other members form a Sub-Committee and delegate to it any specific task or examination in depth of a specific situation for early completion. Such Sub-Committee will also work within the constraints of these bye-laws.
- n. It will be the responsibility and duty of the Management Committee that at all times, Residential Complex is adequately insured against any damage due to natural calamity including but not limited to earthquake, flood, fire etc or damage on account of war. Further, Management Committee shall have the powers to take adequate insurance policy for achieving this object. Insurance premium paid in this regard will have to be mandatorily paid by all Permanent Members on pro-rata basis. However, if General Body decides otherwise not to take insurance then Management Committee will be absolved from its liability in this regard. Further, It is hereby clarified that insurance premium will not be part of monthly maintenance charges or annual charges or any other charges and will be collected under the separate head "Residential Complex Insurance".
- o. Management committee to ensure that the register of the members shall be kept open at the registered office of the Society and remain accessible to



any officer of the office of the District Registrar, Registrar, Registrar General or any member of the Society during business hours.

**p. Role of Members of Management Committee**

**i. President**

- (a) He/ She will be the Chief Executive for execution of the decisions of the Management Committee;
- (b) The President shall preside over the meetings and regulate all proceedings;
- (c) President shall be responsible for general administration of the Society with assistance of Vice-President, Secretary, Treasurer and other Members of the Management Committee; and
- (d) President can detail or depute any member of the Society for any additional task other than their normal duties.

**ii. Vice-President**

- (a) Vice President will assist the President;
- (b) Vice President shall preside over the meetings in the absence of President;
- (c) He/ She will be responsible for organizing Women Cell and help women members in their common problems;
- (d) He/ She will be responsible for publicity and public contracts for the benefits of the Society and shall be assisted by other Members of Management Committee for discharging above function;
- (e) He/ She will be assisted by Secretary, Treasurer and other members of the Management Committee;
- (f) He/ She will be mainly responsible for cultural and welfare activities of members with the assistance of Secretary and Sub-Committees, if any;
- (g) He/ She shall look into the personal problems of members and will suggest/ assuage/ guide them for redressal/ solution of their grievances; and
- (h) He/ She will be assisted by the Secretary, Treasurer and other Members of Management Committee in order to achieve the aims and objectives of the Society.

**iii. Secretary**

- (a) He/ She will be main Executive for effective running of the Society and take actions on decisions taken by General Body Meeting and Management Committee;
- (b) He/ She will assist President/Vice President in performance of their duties;
- (c) He/ She will convene meetings of Management Committee and General Body Meetings;



- (d) He/ She will be responsible for effective, good, clean and fair administration in Society;
- (e) He/ She will maintain the Proceeding Books of all the meetings and other records and files;
- (f) He/ She should present the annual accounts in General Body Meeting;
- (g) He/ She will be responsible to coordinate the functioning of various agencies/ services and ensure upkeep of cleanliness/ hygiene in the Residential Complex; and
- (h) He/ She will be responsible for cultural/ welfare, legal, grievances, public relations etc.
- (i) He/ She (Secretary) will be the custodian of all records, files, documents and stamps including electronic media (current as well as old) held in the JVV office. Nobody will be authorized to take any document out of the office of JVV without his permission.
- (j) He/ She will ensure proper handing over/taking over of all records, files, documents, stamps as mentioned in sub Para (i) above, to the incoming Secretary in presence of all members of the management committee.

**iv. Treasurer**

- (a) Treasurer shall keep the books of accounts of the Society;
- (b) Treasurer shall receive all money due to the Society;
- (c) Treasurer shall pay to the President/Vice-President/Secretary such sum as may be required for meeting day to day expenses after the bills are passed in accordance with financial powers; and
- (d) Treasurer shall assist auditors in carrying out Internal /Annual audit and will get Internal/annual accounts audited and signed,

**v. Joint-Secretary**

The Joint-Secretary will assist the Management Committee in the upkeep and maintenance of the property including the property record of the Residential Complex and will also assist the President and Secretary in carrying out their duties from time to time. In absence of Secretary, Joint-Secretary will perform duties of Secretary.

**vi. Co-opted Member**

The Co-opted member will represent the associated members in the management committee. The Co-opted member will be responsible for all the decisions which will be taken in the meeting of Management Committee. He/ She will also assist the President and Secretary in carrying out their duties from time to time.





vii. **Chief-Patron**

- (a) He/ She will be amongst the senior Permanent Members residing in the Society for the time being, elected by the Management Committee for imparting guidance and advice;
- (b) He/ She will arbitrate in any dispute over interpretation of any clauses till the matter is decided by the General Body Meeting.
- (c) The term of Chief Patron shall be one year. He/ She will be responsible for conducting smooth, true and fair voting for election of the office if unanimous choice cannot be reached.
- (d) He/ She will provide relief to the resident members of their grievances, if any, till the issue is discussed and finally addressed by the subsequent GBM.
- (e) He/ She will be authorized to summon Extra-Ordinary GBM even when it is not proposed and recommended by MC.
- (f) He/ She will be authorized to call for any documents (Financial/Administrative) to oversee the functioning of MC.
- (g) He/ She will act to resolve any differences between resident members and the MC members.

**11. Amendment in Bye-Laws**

- a. The Society may amend its Bye-laws by way of a special resolution.

"Special resolution" means a resolution passed in General Body Meeting in which at least forty per cent of the members entitled to vote are present and the resolution is approved by three-fifth of the members so present and voting.

- b. Any special resolution passed as above shall be filed with the District Registrar within thirty days from the date of approval thereof and the District Registrar may, if he is satisfied that the same is in accordance with the provisions of the Haryana Registration and Regulation of Societies Act, 2012 ("**Act**") and the rules, register such change. Any such change shall have no effect until it has been so registered.
- c. If the District Registrar refuses to register a change in the Bye-laws, he shall communicate the reasons therefor in writing within a period of sixty days of filing of the special resolution by the Society, and the special resolution passed by the Society in that case shall have no effect. If the District Registrar fails to communicate the reasons within sixty days, the special resolution shall be deemed to have been registered by him.

**12. Dwelling Units**

- a. Building plans are sanctioned from the concerned Municipal authorities and the dwelling units have been completed in accordance with the sanctioned plan. A completion certificate on the basis was applied for and given. Any

addition/ alteration made by an allottee would be against the sanctioned plan and completion certificate granted. The member concerned would, apart from being prosecuted, may be required either to remove the unauthorized additions/ alterations or pay a heavy compensation fee. The Society therefore must keep a watch so that no member makes such unauthorized addition/ alteration to avoid the payment of heavy compensation fee. In chronic cases, the allotment may be cancelled and the HUDA/AFNHB may re-enter the property.

- b. No dwelling unit will be permitted to be converted into any commercial flat. Any violation will be reported to the authorities with the recommendation for cancellation of allotment
- c. Whenever any dwelling unit is rented out by the allottee, the prior approval of the Society will be obtained and the credentials of the tenants will be given in details.

### **13. Floriculture/ Encroachment of Green Areas**

The employed Mali shall carry out floriculture activities as directed by the Management Committee. The green areas in front of the blocks are the property of the Society and no member shall be permitted to encroach upon the adjoining common areas for his/ her sole personal use. Erection of even temporary obstacles on the green areas which comes in the way of their use is strictly prohibited and same be demolished by the Management Committee.

### **14. Private Functions**

Whenever any personal/ private functions are required to be organized by any member in the Residential Complex where common space is required to be utilized, the prior permission of the Management Committee will be obtained through the Secretary, giving details of space, duration, and arrangements being proposed for private function. The cleaning of the area after the function will be the responsibility of the member using the space. The Management Committee may levy any fees/charges for allowing the temporary use of the common areas. However, all conditions laid down by the Management Committee will be strictly adhered to by the members including the limits for music/ loudspeakers etc. The rates for utilizing the Community Centre/ other items like tables, chairs, carpets etc. will have to be paid in advance along with a security deposit.

### **15. Estate Officer/ Supervisor/Manager**

The Managing Committee shall have the power to employ on agreed remuneration an Estate Officer/ Supervisor/Manager. Some of the duties/responsibilities of the Estate Officer/ Supervisor/Manager shall be as follows:-





- a. To control all other employees which are employed by the Society on remuneration;
- b. To run the office of the Society and maintain correctly the prescribed files, registers and other books, which have been approved for maintenance by the Managing Committee;
- c. To work under the direct supervision of the Management Committee and correspond, issue circulars, contact outside agencies on matters approved by the Management Committee;
- d. To maintain accounts of the Society and to keep up to date all book entries in respect of receipt and expenditure;
- e. When required contact members of the Society to sort out any impending problems, if any;
- f. To help the treasurer in preparing Annual Accounts and get it audited as per the instructions of the Management Committee;
- g. He should not hold cash in hand beyond the limit prescribed by the Treasurer/ Secretary. All surplus cash will be deposited with the Bank promptly;
- h. To generally conduct the current business of the Society and perform all other such duties as entrusted to him by the Managing Committee; and
- i. He shall place the Suggestion Book before the President/Secretary as and when any member records his suggestions therein.
- j. He shall be responsible for maintaining workers/staff attendance, working hours register for the office of the Association.

#### 16. Maintenance Staff

- a. The maintenance staff shall be responsible for correct operation, preventive maintenance (daily as well as periodic), repairs of all technical equipments installed in the Residential Complex and are on the charge of the said Society. These mainly include but not limited to:-

- i. Electric sub station
- ii. Water Pumping Sets
- iii. Diesel Generator
- iv. Firefighting equipment
- v. Water tank with their allied pipe networks
- vi. Security & Garden Lights including corridor lights
- vii. Roads, drains, sewage, common areas etc.
- viii. Community Centre.
- ix. CCTV/Cameras/cables/connectors/DVRs and display
- x. Water softener plant and its accessories
- xi. Music system
- xii. Computer/ Printer/scanner/modem etc.



- b. Society shall ensure that Society at all times has adequate accidental insurance cover for its employees/workers of Society including the maintenance staff. It

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will be responsibility of the Management Committee that once accidental insurance policy is there then it is renewed from time to time without fail.

### 17. Commercial Activity

- a. No member will be permitted to do any commercial activity from the above said residential flats with in the Residential Complex including the area provided for parking of cars and scooters except for the purposes allowed by the State Government of Haryana for residential complexes by way of law, circular, notification etc. for the time being in force.
- b. The eight shops and other services from vendors will be allotted by the Management Committee on rates and agreements as decided by the Management Committee. The Shop owners will keep the area in their surroundings totally clean and shall abide by these bye-laws. Their contract can be terminated at any time by the Management Committee, if they are found to be engaged in any activity which is be considered to be against the interest of the Society and/or any of its members or in violation of the contract entered. Members shall be informed by the Management Committee in the next GBM.

### 18. Legal Proceedings

- a. The Society shall be entitled to acquire, hold and dispose of property, to enter into contracts, to institute and defend suits and other legal proceedings and to do all other things necessary in furtherance of its aims and objects, for which, it has been established.
- b. A Society may sue or be sued in the name of the President, the Secretary or any office-bearer authorized by the Governing Body in this behalf and may bring or defend any action or other legal proceedings touching or concerning any property or any rights or claims of the Society.
- c. Every member of a Society may, be sued or prosecuted by the Society, for any loss or damage caused to it or its property or for anything detrimental done by him against the interest of the Society.
- d. Any notice, order or requisition meant for a Society or for the Governing Body thereof to be issued by the District Registrar, Registrar or the Registrar General or any other person or body shall be served on the President or Secretary of the Society, and service on the President or Secretary of the Society shall be effectual as if the same had been served on every member of the Society.
- e. Members of the Management Committee will not be personally liable for their bona-fide acts which are done during their tenure for functioning of Society in the interest and for the benefit of Society. All Permanent/Associate Members will have the responsibility to keep them indemnified against any personal liability which includes but not limited to any police action/legal action/third party claim/penal or pecuniary action.

### 19. Liquidation/Dissolution



- a. The Society may resolve to dissolve itself by passing a special resolution in a meeting of the General Body.
- b. The Society shall be wound up and dissolved only by the order of Registrar.
- c. After meeting all the liabilities including the paid capital, the surplus assets, if any, shall not be divided amongst by the members, but shall be utilized towards any object or public utility determined by the General Body Meeting of the Society within three months of the date of final liquidation approved by the Registrar or the Registrar may with the approval of the General Body Meeting of the Society place the said surplus or deposit with any scheduled bank until such time a new Society may assign the said surplus whether totally or in part to any object or public utility of local interest on a Charitable purpose.

## 20. Application of the Haryana Registration and Regulation of Societies Act, 2012 ("Act")

All provisions of the Act shall apply to the Society. In case of any conflict between the Bye-Laws and Act, the Act will prevail.

The names, address and designation of the present members of the Management Committee elected on 01 Apr 2018 for management of the Society is entrusted under the Haryana Registration and Regulation of Societies Act, 2012 are: -

<u>S.No</u>	<u>Name</u>	<u>Address</u>	<u>Designation</u>
1.	Cdr. VM Tyagi (Retd.)	K-69	President
2.	Sh. TV Radhakrishnan	H-53	Vice President
3.	Sh. DK Dey	P-96	Secretary
4.	Sh. Deepak Qusba	A-7	Joint Secretary
5.	Gp. Capt. SS Aggarwal (Retd.)	E-29	Treasurer
6.	No Nomination Received		Co-opted Member

CERTIFIED THAT THIS IS THE CORRECT COPY OF THE BYE-LAWS AND REGULATIONS (BYE-LAWS) OF JALVAYU VIHAR APARTMENT OWNERS ASSOCIATION.

The Bye-Laws passed for registration by the General Body Meeting held on 21 Oct 2018.



*[Signature]*  
**SECRETARY**  
**JAL VAYU VIHAR APPTT.**  
**Owners Association (Regd.)**  
**Sec.-29, Faridabad**

*[Signature]*  
**VICE PRESIDENT**

*[Signature]*  
**TREASURER**  
**Jal Vayu Vihar Apptt.**  
**Owners Association (Regd.)**  
**Sec.-29, Faridabad**

*[Signature]*  
**PRESIDENT**

Enclosure- "I" to Bye Laws of the JVV

GUIDE LINES TO BE FOLLOWED FOR  
ELECTION OF MANAGEMENT COMMITTEE

- a) Society of Jal Vayu Vihar, Faridabad consists of 121 members only, hence it should hold its elections directly for constituting its Management Committee. (Also known as Governing Body of the society).
- b) Process of election of the society MC should commence, in so far as possible, at least two months prior to the due date so that newly elected management committee is in place on or before the due date (i.e. First day of the FY). The detail process is placed at **Appendix "A"**.
- c) Election can be conducted by simple voting (i.e. by raising of hands) or may be decided by a secret voting, using ballot slips (under specific circumstances) by the GBM/Chief Patron.
- d) The tenure of the Management Committee will commence from the beginning of financial year and shall terminate with the end of the financial year.
- e) No member of the Management Committee shall hold any portfolio in MC for more than two consecutive years.
- f) After a cool off period of minimum one year, such members can apply for MC posts through specified Election Process.
- g) Where the election of the Management Committee is not held by the due date, for whatsoever the reason, the GBM may permit the MC to continue on adhoc basis till election process completed and new MC is elected and handing over/taking over process completed. But the time duration of the adhoc committee will not be more than three months in any circumstances.
- h) In case a situation arises due to any reason whatsoever the District Registrar may be requested to constitute an adhoc committee or appoint an Administrator to manage the affairs of the society, immediately upon the expiry of the three months as mentioned above.
- i) Adhoc committee will not have any financial power for executing any new work/ project except for day to day functioning of the society.



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Appendix "A" to Encl. I of By Laws of JVV

ELECTION PROCESS

1. The election of the management committee of JVV is to be conducted on the yearly basis as per Bye-Laws of the society. The following procedure is to be adopted for conduct of the election: -

- a) A permanent Member desirous to contest for any post in the MC is to fill up nomination form as per "**Appendix -B**" indicating his choice for the post and submit it to the Chief patron by the due date and time indicated vide the election circular issued by the MC.
- b) Chief Patron is to collate all nominations. All the nominations received by the chief patron are to be scrutinised for the following by a team consisting of Secretary MC and a special member nominated by the Chief Patron:-
  - i. Validity of the membership information.
  - ii. Validity of the proposer information.
  - iii. Validity of the seconder information.
  - iv. Uniqueness of the member seeking election (i.e. one person can seek only one post in the MC).
  - v. Uniqueness of the proposer and seconder (i.e. one person can propose only one member for only one post in the MC).
- c) A final list of candidates cleared for the election is to be made by the team mentioned at Para (b) above and put up for the approval of Chief Patron.
- d) The final list will be displayed on all notice boards at least one day prior to the date of election.
- e) A list of permanent members entitled to vote is to be prepared by the abovementioned team (i.e. para (b) above) in accordance with the society register of members available in the society office. This list should be made available to members on demand, on payment of such fee as may be decided by the GBM/Society Bye-Laws.
- f) Chief Patron is to ensure that election is conducted by means and process to ensure cohesiveness among the members of the society.
- g) On the occasion of election all contesting members must be present in the GBM at the time of voting. In case any candidate is unable to be present due to any reason he must give a written application to chief patron justifying the reason of absence.



h) On the Election Day, Chief Patron is to conduct the election for the post/various posts of MC either by holding simple voting (i.e. by raising of hands) or by a secret voting, using ballot slips (under specific circumstances decided by the GBM/Chief Patron).

i) Chief Patron is to take note of all votes casted through email (i.e. on email Id- [jvvfbd29@gmail.com](mailto:jvvfbd29@gmail.com) and SMS, WhatsApp messages on Mob. No 91-8130994461. Votes being casted by the individuals who are in position of valid authorization given by the permanent members are also to be accounted for by the Chief Patron.

j) Chief Patron is to draw a final number of votes in favour of each candidate taking the no. of votes received vide para (h) and (i) above.

k) In the event of a tie of no. of votes between two contestants, the Chief Patron can cast his vote and declare the results.

l) Elected Candidates will be invited by the Chief patron to take over their respective posts.



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S.N.O	NAME	FLAT No	Signature
31.	Nity Chandni	J-60	Nity
32	Rajesh Rastogi	J-62	Rajesh
33.	Vipran Rajput	J-63	Vipran
34.	K. P.	K-64	K. P.
35.	Kunlcam Sangupta	K-67	Kunlcam
36	Dinesh Kumar	K-70	ASHA
37	TRIMESH KALRA	L-71	Trimesh
38	HEMANT SHARMA	L-75	Hemant
39	Kaushal Singh	L-76	Kaushal
40	Apar Datta Gaur	A-14	Apar
41	B.L. Sharma	Q-116	B.L. Sharma
42	K. K. Chatterjee	P-115	K. K.
43	A289	P-94	A289
44	Capt Capt D.K. Dubey	H-56	D.K. Dubey
45	Rakesh Datta	E-35	Rakesh
46.	Deepesh Datta	A-7	Deepesh
47	Pooja Kanwar	M-83	Pooja Kanwar
48	Vedant Sangwan	CO-110	Vedant
49	Harish Sharma	le-64	Harish
50	Mrs. Ashwini	P-95	Ashwini
51	Sharmila Debnath	P-98	Sharmila
52	Harneet Kumar	Q-113	Harneet
53	P. Bhadani I	Q-113	P. Bhadani
54	GAURAV KUMAR	Q-113	Gaurav
55	R. S. Singh	Q-113	R. S. Singh
56	Ashwagya Prashant	L-71	Ashwagya
57	Stuti Seth	K-65	Stuti
58	Rashmita	A-3	Rashmita



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