

HARBHAJAN VIHAR OWNERS WELFARE ASSOCIATION

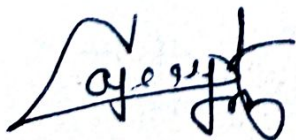
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HARBHAJAN VIHAR OWNERS' WELFARE ASSOCIATION (HVOWA)

BYE-LAWS

HARBHAJAN VIHAR, SECTOR 114,
PO – LANDRAN, TEHSIL – MOHALI,
DIST - SAS NAGAR, PUNJAB -140307



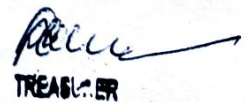
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HARBHAJAN VIHAR WELFARE SOCIETY



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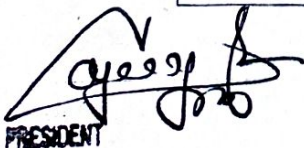
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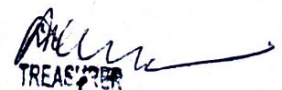
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MEMORANDUM OF ASSOCIATION

INTRODUCTION

The AWHO has promoted & developed a Residential Complex by construction of Residential Apartments/ DUs at Harbhajan Vihar Sector-114 Mohali (Punjab). The entire complex of residential buildings are constructed & developed in accordance to the **provisions of GAMADA, PUDA Acts & Rules-1995**. The project is also subject to the "**provisions of The Punjab State Real Estate (Regulation & Development) Act (RERA) 2017**" for such purposes as prescribed there to it. The said Project Mohali is also "**registered with Punjab State Real Estate (Regulation & Development) Act (RERA) 2017**" vide Registration Certificate issued by the Authority.

PREAMBLE

In its efforts to promote & sustain an outstanding community as per the provisions of Section 17 (1) to (4) of the Punjab Apartment Ownership Act 1995; the **HARBHAJAN VIHAR OWNERS' WELFARE ASSOCIATION (HVOWA)** has been formed. It shall be guided by a set of shared values, to which all its members stand committed. These values, expressed as the guiding principles of community, shall be the touchstone for the bye-laws, rules & operating guidelines of the Association. The **guiding principles** relate to: **Harmonious community living**.

The emphasis here is on consideration for others, with residents relating to each other in the spirit of mutual support and fellowship to ensure that resident's actions don't hinder peace and harmony of the community. The basis for all key decisions is the greater common good.

THE RULES & STATUTE

The Association shall be bound for compliance of various Rules & Laws as provisioned by the: -

- State of Punjab vide GAMADA, PUDA Acts & Rules 1995.
- The Punjab State Real Estate (Regulation & Development) Act (RERA) 2017.
- Vide Section 17-A sub sec (1) to (4) of Punjab Apartments Properties Regulation Act 1995.
- Societies Registration Act No XXI of 1860.

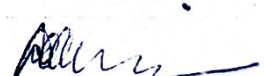
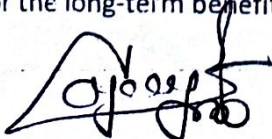
The said Association is formed in accordance with the **provisions of Section 17 (1) to (4) of Punjab Apartment Ownership Rules 1995**; read with Section 5 and 20 of the said rules. The entire complex of building 'as above', is subject to fulfillment of terms & conditions of the Provisions of Rules & regulations of **Real Estate Regulation & Development Act (RERA) 2016**; & further for strict compliance of the provisions of Rules & Regulations of Punjab Apartment Ownership Rules 1995; & **PUDA Laws 1995 of the State of Punjab**.

GOOD CITIZENSHIP

Residents respect the rights of others. They also willingly & voluntarily conform to the bye-laws, rules and operating guidelines of the Association.

OUTSTANDING PHYSICAL ENVIRONMENT

High standards are maintained for all common areas, infrastructure and services. Also, standards and guidelines are applied consistently and uniformly, where relevant to personal property. Residents are guided in their actions by the need to conserve and protect the environment. In the same spirit, the Association also actively promotes and advocates the use of eco-friendly methods for the long-term benefit of the community.



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NAME

The name of the Association is **HARBHAJAN VIHAR OWNERS' WELFARE ASSOCIATION (HVOWA)**.

REGISTERED OFFICE

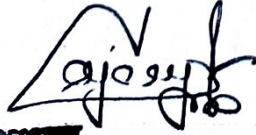
The Registered Office of the Association is Harbhajan Vihar Owners Welfare Association (HVOWA), Harbhajan Vihar, Sector-114, PO- Landran, Tehsil-Mohali, Dist-SAS Nagar, Punjab -140307.

AIM AND OBJECTIVES OF THE ASSOCIATION

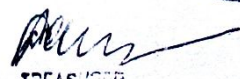
The main objectives of the association shall be :-

- (a) To act as an Association of Apartment Owners of the Building known as Harbhajan Vihar, in such a manner as to protect the legitimate rights, privileges & interest of all its Members without any prejudice or favor to anyone.
- (b) To organize educational, physical, social & recreational activities for the benefit and welfare of the apartment Owners /Residents.
- (c) To provide for and do all or any of the matters as laid down in these Bye-laws.
- (d) To represent the Association before Government and other authorities for any common purpose, which may impact the members monetarily or otherwise and take all such steps as may be necessary in this regard.
- (e) To represent the Association in all matters pertaining to the common property of "Harbhajan Vihar Owners Welfare Association (HVOWA)" & to negotiate, carry on litigation, settle or compromise with third parties any matter affecting the common rights and properties.
- (f) To regulate, maintain a high standard of upkeep and welfare of common areas apartment Owners.
- (g) To provide for the security, maintenance, repair, replacement, or improvements of the BUILDING and the COMMON AREAS AND FACILITIES by contribution from the Owners, and, if necessary, by raising loans for that purpose.
- (h) To carry out urgently needed repairs inside any of the units, which would otherwise affect the building in common, if the apartment owner or the occupant of the unit fails to carry out the same within the time prescribed by the respective apartment owner.
- (j) To establish, maintain and reinforce contacts to render help/assistance to all members regarding the maintenance of the premises.
- (k) To invest deposit money to the advantage of the Owners, notwithstanding the profits and income derived from the above objects. The income if any be utilized for the development and improvement of the Association and shall not be distributed among the members.
- (l) To frame rules, regulations and procedures for the administration of Apartments.




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(m) To carry out the above objectives and activities to facilitate their efficient and effective functioning, to liaison, collaborate and share experience with individual and / or other bodies & organizations with similar objectives, organize meetings or participate in them, make representations or carry out other activities of the aforesaid objectives.

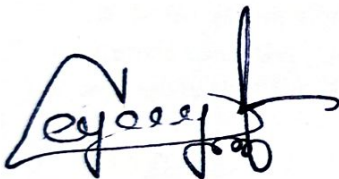
(n) To engage services of professionals like contractors, architects, structural engineers, advocates Chartered Accountants, to take up any necessary civil or structural work at Common Areas or to take services of professionals initiating any action or defending the same generally.

(o) To frame rules to conduct Elections, to administer the building & common facilities and other related matters with the approval of the General Body of the Association.

(p) The President and/or General Secretary of the Association is authorized to correspond and deal with the Registrar/ Competent authority, SAS Nagar (Mohali), District, Punjab.

(q) The Association shall not act beyond the scope of its "Objectives" without duly amending the provisions of the Bye-laws for the purpose.

(r) All Owners - present and future, tenants, future tenants, their employees or any other person, who might use the facilities of HARBHAJAN VIHAR in any manner, are subject to the regulation set forth in these Bye-laws.



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BYE-LAWS : HARBHAJAN VIHAR OWNERS' WELFARE ASSOCIATION (HVOWA)

"HARBHAJAN VIHAR" (HV) is a residential housing complex constructed by Army Welfare Housing Organisation (AWHO) for Serving / Retired Army personnel / Others and subsequent Successor Owners.

1. Name of Association will be **HARBHAJAN VIHAR OWNERS' WELFARE ASSOCIATION (HVOWA)**.
2. The Registered Office of the Association shall be situated at Harbhajan Vihar, Sector-114, PO-Landran, Tehsil-Mohali, Distt-SAS Nagar, Punjab -140307.

CHAPTER-I

1. SHORT TITLE AND APPLICATION

1.1. These Bye-Laws may be called the Bye-laws of "**HARBHAJAN VIHAR OWNERS' WELFARE ASSOCIATION (HVOWA)**".

1.2. All provisions of these Bye-laws will suo moto apply to all Apartment Owners in "Harbhajan Vihar".

1.3. All Owners/Residents/Guests/Contractors/any other person, who enters premises of Harbhajan Vihar in any manner, are subject to the regulation set forth in these Bye-laws.

1.4. Mere acquisition, or rental, or taking on license of any of the Dwelling Units (hereinafter referred to as the "UNIT") at Harbhajan Vihar, or mere act of occupancy of any of the said Units, will signify that these Bye-laws are accepted, ratified and will be complied with.

2. DEFINITIONS

In these Bye-laws, unless the context required otherwise or separately provided, the following words shall have the meaning assigned to them herein:

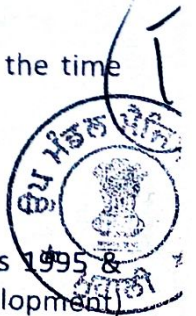
2.1. "**Act 1860**" means the Societies Registration Act 1860 Read with Punjab State Urban Developments Act 1995 (Amended).

2.2. "**Rules**" means the Rules of Societies Registration Act 1860 Read with Punjab State Urban Developments Act 1995 (Amended).

2.3. "**Bye-law**" means bye-laws consistent with Act & registered under this Act for the time being in force and includes registered amendments of such bye-laws.

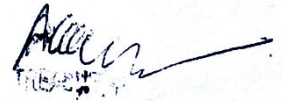
2.3. "**Punjab Apartment Ownership Act**" 1995 as per provisions of Sec 17 (1) to (4).

2.4. "**RERA**" Provisions of Rules & Regulations of Punjab Apartment Ownership Rules 1995 & PUDA Laws 1995 of the State of Punjab & Punjab State Real Estate (Regulation & Development) Act (RERA) 2017.




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2.5. "**APARTMENT**" means a dwelling unit in Harbhajan Vihar, more fully described in the Deed of Declaration, intended for use as family unit for residential purposes with direct exit to a common area. The apartment shall not be used for any purpose other than residential.

2.6. "**APARTMENT OWNER**" means a person or persons owning an apartment in Harbhajan Vihar through a registered sale deed or owning through legal Inheritance / Gift / Will, as per the provisions of the Registration Act 1908.

2.7. "**ASSOCIATION**" means the Association of all apartment owners, for purpose of upkeep, maintenance, security of the buildings & all its common amenities, facilities & equipment & for the purpose of protecting the legitimate rights & privileges of the Owners in Harbhajan Vihar by all lawful means.

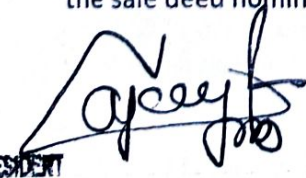
2.8. "**COMMON AREAS AND FACILITIES**" Common Areas & Facilities means as prescribed vide RERA Act 2016; unless otherwise provided in the declaration or lawful amendments thereto, means the following: -

- (1) The land on which the Buildings are located.
- (2) The foundations, columns, girders, beams, supports, main walls, roots, halls, corridors, lobbies, stairs, stairways, fire escapes, gates, compound walls entrances & exits of building.
- (3) Basements, yards, gardens, common parking areas, driveways & storage spaces.
- (4) Premises for lodging of janitors or persons employed for management of property.
- (5) Installations of central services, such as power, light, gas, hot & cold water, heating, refrigeration, air-conditioning, solar lighting and water heating systems, STP, WTP, pumping system and Bore wells.
- (6) The elevators, tanks, pumps, motors, fans, compressors, ducts & general all apparatus and installations existing for common use.
- (7) Such community and commercial facilities as may be provided for common use and built by AWHO and the Association now and in future.
- (8) All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

2.9. "**CONTINGENCY FUND"/CORPUS FUND**" means a fund for taking up works of emergency or planned nature for repair/rectification/modification of building/ initial furnishing of Community Center, Gymnasium Equipment and/or of the facilities at "Harbhajan Vihar".

2.10. "**ASSOCIATION MEMBER**" means an APARTMENT OWNER in Harbhajan Vihar. In case of joint ownership, the first name, appearing in sale deed or joint declaration by all the owners in the sale deed nominating a person as an "Association Member".




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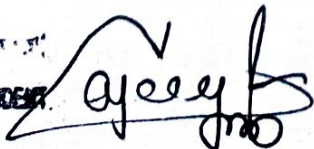
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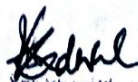
- 2.10.1. Any **sub-judice Owner**, who has withdrawn from Harbhajan Vihar, cannot attend the Annual General Body Meeting or any other meeting of owners & has no right to vote.
- 2.11. "**MANAGEMENT COMMITTEE**" means a Board of Office Bearers consisting of 07 persons, all of whom shall be resident owners of DU's at "Harbhajan Vihar" & who are elected by members as per the provisions of these bye-laws.
- 2.11.1. "**Associate Members of Management Committee**" The Tower Volunteers, fully described in Bye-Law 20 & the Association Members co-opted by the MANAGEMENT COMMITTEE to help address specific issue(s) or to use the expertise shall be the "Associate Members of Management Committee". They may attend Management Committee meetings with permission of the President and participate in the proceedings, but they shall not have voting powers.
- 2.11.2. "**The Patrons**". Management Committee may according to terms & conditions as it shall decide from time to time admit as patron(s) those person(s) are likely to helping furthering the objects & cause of the Association either through their professional knowledge and experiences.
- 2.12. "**PROXY**" means any person who is authorised by a Member to represent him in a General Body Meeting / Annual General Body Meeting (GBM / AGM) or Special GBM. An Owner can give a proxy to another Owner, Co-Owner or any blood relative only. A person will be authorised to exercise proxy on behalf of maximum two owners other than him/herself, for raising any issue or a point, seven days prior to the date of such meeting.
- 2.13. "**REGISTRAR**" means the Registrar of Societies appointed under Act 1860.
- 2.14. "**RESERVE FUND**" A Fund exclusively earmarked for specific purpose/capital expenditure.
- 2.15. **Common Areas and Facilities with Restricted Entry**
- 2.15.1. There shall not be any restricted area/ facility at Harbhajan Vihar. However, the Management Committee may restrict entry to certain common areas, like STP, Water Supply System, Electrical installation, terrace, SWM area, Swimming Pool etc. for safety, security and to safeguard the assets. The list may be changed by Management Committee based on changes in installations, regulatory restrictions, safety of residents and vulnerability of the assets.
- 2.15.2. **Properties of the Association.** All moveable & Immovable Properties shall be the Property of the Association which will be managed, Administered & Maintained by the Managing Committee in accordance to the rules of law. The details of the Properties shall be specified in the SCHEDULE(S) of properties; duly annexed with these present Bye Laws. The immovable properties such as common areas, which are duly registered with the Registrar of Registration vide Conveyance Deed etc; shall be transferred in the name of Association by the AWHO.
- 2.15.3. The original title deed shall be handed over to the Association by AWHO which shall be notified with the Tehsildar in Mutation records of the properties, which is to be

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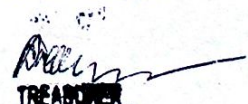
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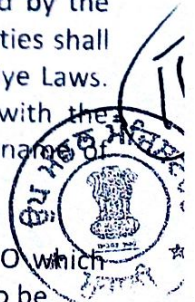


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executed in accordance to the provisions of the State of Punjab, vide PUDA Rules and Regulation of 1995.

2.16. "**HARBHAJAN VIHAR**" means - Buildings - 22 Blocks (namely A, B, C, D, E, F, G, H, J, K, L, M, N, P, Q, R, S, T, U, V, W, Y), Swimming Pool & Club Building, 02 Community Centres, 03 Basement Parking, 06 Electric Sub Stations, Shops, Guard Rooms etc., located at land measuring 21.46 acres on Plot bearing Khasra No 235 / Final Plot Nos BB1 (16.99 acres) & CC1 (4.47 acres) demarcated by its boundaries of Village Kailon, Tehsil Mohali, Distt SAS Nagar, Punjab. It is hereby known as "HARBHAJAN VIHAR" including the land & all facilities appurtenant thereto. "BUILDINGS" means HARBHAJAN VIHAR & includes the land forming part thereof.

2.17. "**SECTION**" means a Section of the Act 1960.

2.18. "**SALE DEED**" means Registered Sale Deed through which AWHO transferred the ownership of a DU to an Allottee. It is a mother deed for a DU in Legal terms.

2.19. "**RESIDENTS**" means the Members and Tenants who reside in the Harbhajan Vihar.

2.20. "**SOP's**" means 'Standard Operating Procedures' & these SOP's provide a road-map for day-to-day operations. SOP's are a key factor in maintaining efficiency, consistency & clear communication within the Harbhajan Vihar.

3. APARTMENT OWNERSHIP

Every owner would be entitled exclusive rights of his/ her/ their apartment in Harbhajan Vihar.

4. OBJECTIVE OF THE ASSOCIATION

The objective of Association shall be: -

4.1. To create and maintain congenial, safe, secure & healthy environment so that the residents live in peace by enforcing ethical living norms in the Harbhajan Vihar complex.

4.2. To organize educational, physical, social & recreational activities for the benefit & welfare of the Members & Residents and to ensure facilities in Harbhajan Vihar are for the use of Association Members & Residents only.

4.3. To act as an Association of the Apartment Owners of "Harbhajan Vihar".

4.4. To manage Assets of Harbhajan Vihar, its upkeep & maintenance for the betterment & overall benefit of all stakeholders of Harbhajan Vihar.

4.5. To rent or license suitable portions of the Common Areas for commercial purpose to generate the income for the Association.

4.6. To provide for the maintenance, repair & replacement or improvement of Buildings, the common areas & facilities such as Club House, Gym, Swimming Pool, STP, Pump houses, Rain water harvesting infrastructure, compound wall, water supply, common drainage, lighting of common gardening, cleanliness, sanitation, lights, pumps, storage tanks, white washing, painting of common areas and surfaces of building, basement parking, internal roads etc.



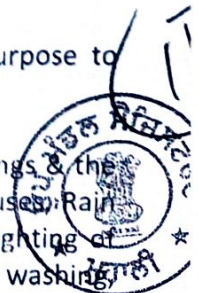
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4.6.1. This shall also include payment of salaries/charges for providing watch & ward staff, expenses towards printing, stationery, postage, audit fee, legal fee, water charges, electricity charges & pest control services etc for common areas & any other charges approved by Management Committee by proportionate contributions from the Apartment Owners. The Management Committee for any additional maintenance expenses in a financial year can raise loans.

4.7. To frame rules, with the approval of the General Body of the Association.

4.8. To do all things necessary and/or otherwise provide for the expeditious attainment of the objectives specified in these Bye-laws.

4.9. The Association shall not act beyond the scope of its objectives without duly amending the provision of these Bye-laws for the purpose.

4.10. The Association will be entitled to raise additional funds apart from the annual maintenance for unforeseen emergency expenses if the need arises.

4.11. The Association can invest in Banks / PSUs as deemed fit, any surpluses Corpus funds / sinking funds for the advantage of the owners.

4.12. To take over all Assets, listed under the bye laws, associated infrastructure, and related documents, complete in all respect from AWHO after inspection, evaluation for serviceability, adequacy as per specification and certification.

4.13. To obtain, hold and be custodian of all documents of lands, engineering diagrams of all buildings, infrastructure, facilities & warranty, statutory approval related to land conversation, plan approvals and clearances of various authorities under the law, prevailing contracts and any other document relevant to the Harbhajan Vihar.

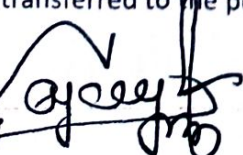
5. TRANSFER/ CHANGE OF ASSOCIATION MEMBERSHIP

5.1. Member of Association. An Apartment Owner, fully described in Bye Law 2.6, shall be the Member of Association as per Bye Law 2.7 & shall pay the sum of Rs. 100/- per Apartment, as lifetime Membership Fee. At its discretion, the Management Committee may review the Membership Fee & propose an increase in the Annual General Body Meeting.

5.2. Upon any Apartment Owner selling his/her/their apartment or absolutely conveying the same by way of gift or under his/her Will or otherwise, the eligible purchaser or Donee or Legatee, shall automatically become the member of the Association and shall pay the Transfer of Ownership Fee as specified. Transfer of ownership charges will be fixed by General Body from time to time as specified under Bye-Law Clause 61.

5.3. However, prior to the handing over of possession of his apartment the member shall intimate to the Association his intention to do so and obtain necessary clearances in writing.

5.4. According to an apartment owner's wish or on his/her death, his/her apartment shall be transferred to the person or person(s) to whom he bequeaths the same by his Will, or to the


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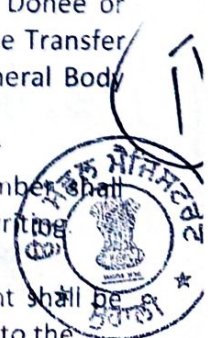
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HARBHAJAN VIHAR WELFARE SOCIETY


TREASURER

HARBHAJAN VIHAR WELFARE SOCIETY



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legal representative of his estate, in case he has not made any specific bequest of the apartment. Name of the legatee or the names of legal representatives jointly shall be entered in the Register of Apartment Owners maintained by the General Secretary for the purposes of administration of "Harbhajan Vihar" as apartment owner or joint apartment owners. Where any Allottee is a minor, the apartment owner shall be entitled to appoint a guardian of such minor before his death. Ownership will be transferred as per existing law on this subject.

5.5. Any person whose application for membership has been refused by the Management Committee may, if not resolved by it, then he may refer it to AGM, failing which to a competent Court / Authority.

6. JOINT APARTMENT OWNERS

In the event of the apartment being owned by one or more persons, the voting right shall be exercised by the person whose name stands first in the Deed of Sale or by a joint owner who has been authorised in writing by all other joint owners.

7. DISQUALIFICATIONS

No Apartment Owner shall be entitled to vote to elect members of the Management Committee or be entitled to stand for election to such office, if he/she is in arrears in respect of his/her contribution of monthly maintenance charges and/or reserve/corpus fund and/or common expenses to the Association for more than 60 days.

8. DISPUTES

8.1. If any dispute relating to the constitution or business of the Association arises between members or persons claiming through a member or past member or between members or past members or persons claiming to be any owner, member or employee of the Association (past or present) or between the Association or its committee and any allottees, member or employee of the Society (past or present) it shall be referred to the Managing Committee.

8.2. If not resolved by the Managing Committee, then to the AGM, failing which to a competent Court/Authority as provided in the Act.

8.3. **Court Cases.** Member can take recourse to Court only if he has exhausted all redressal procedure including decision of the General Body provided in Bye-Laws. All suits & proceedings of any kind against the ASSOCIATION shall be instituted in appropriate Court in SAS Nagar, Punjab, notwithstanding the location of members stay.

8.4. All matters not specially provided for are to be decided in accordance with the Act and the Rules made there under.

CHAPTER-II

VOTING & QUORUM DURING ANNUAL GENERAL BODY & SPECIAL GENERAL BODY MEETING

9. VOTING

Each Apartment Owner whether a joint Owner or otherwise will have the right of **one vote for each Apartment** In the event of the apartment being owned by one or more persons, the voting right shall be exercised by the person whose name stands first in the Deed of Sale or by a joint owner who is authorised in writing by all other joint owners or by a proxy.

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10. VOTE TO BE CAST IN PERSON

Votes shall be cast in person for all types of meetings, but **postal ballot** may be used only for the election of Management Committee members.

11. QUORUM

The presence of at least one third of the resident Association Members including proxies and non-resident Association Members shall form a quorum. Each member shall have one vote. The President shall have right of casting vote in addition. If the meeting of owners cannot be organized because a quorum has not been achieved, then meeting will adjourned & held after half an hour from the time of original meeting. If after such adjournment also, no quorum is achieved, the owners present in person, shall form a quorum and meeting will proceed. Any decision taken at such a meeting shall be binding on all the Members irrespective of whether or not they were present at the time of the decision making.

11.1. **Quorum for Removal Of Managing Committee / Managing Committee Member** In order to remove any one or all Members of Managing Committee, vote of 2/3rd resident & non resident members is required.

CHAPTER - III

ADMINISTRATION

12. POWERS AND DUTIES OF ASSOCIATION

12.1. Association will have the responsibility of administering day to day affairs of Harbhajan Vihar, approving annual Budget, establishing & collecting monthly assessments, maintenance charges & arranging for the management of complex in an efficient manner.

12.2. Except otherwise provided, resolutions of the Association shall require approval by a majority of Owners, casting votes in person.

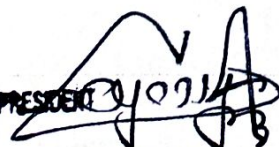
12.3. **Authority.** The supreme authority of the ASSOCIATION shall rest with the General Body, which shall be composed and formed by all of the members of the ASSOCIATION.

12.3.1. The General Body may alter, rescind, add or amend the bye-laws, provided that such modifications are not in conflict with the provisions of the Act and are set forth as an amendment to the declaration & a copy is filed with the Registrar. General Body may also in a similar manner frame such rules & take such decisions from time to time, as may be necessary for the smooth administration of affairs of Association & are not in conflict with its bye-laws, Punjab Societies Act 1860, Punjab Apartment Owners Act 1995 & Rules there to. Decision of the General Body shall be binding on the members, irrespective of whether or not they were present at the time of decision making. The General Body will elect Seven Management Committee members. However, prior approval of AWHO is mandatory.

12.4. **Responsibilities of the General Body shall include: -**

12.4.1. Considering and passing of the Annual Accounts.


12.4.2. Considering and passing of the Annual Budget.


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12.4.3. Appointment of Auditors and their remuneration.

12.4.4. Election of the Managing Committee and their terms of office shall be in accordance with Bye-Law 24.

12.4.5. Amendment and repeal of the bye-laws and Rules and Regulations and Memorandum of Association.

12.4.6. Review the work of Managing Committee at its Annual General Meeting or any other meeting & taking such action, as may be necessary including the change of Members to ensure the efficient working of the committee as per the process laid down in bye-law.

12.4.7. Taking appropriate action against any Member or tenant for violation of the Bye-Laws, Rules and Regulation under various acts against the interest of the Association and violation of owner obligations at Schedule-D of Sale Deed.

12.4.8. Assess, fix and collect the charges to be realized from the owners for the proper management and maintenance of the building; which shall include contribution to the appropriate reserve fund or funds to meet contingencies & major periodic repairs. Represent through the Managing Committee, the owners before all Government and other official or non - official bodies in all matters concerning the collective causes.

12.4.9. Represent through Management Committee, the Owners before all Government- and other official or non-official bodies in all matters concerning the collective causes.

12.4.10. Approval for any expenditure from the Sinking Fund/Corpus Fund.

12.4.11. Approval for any single item of expenditure over Rs 10,00,000/- above the provision under any head in the Annual Budget. The amount may be revised, as the General Body feels fit, from time to time.

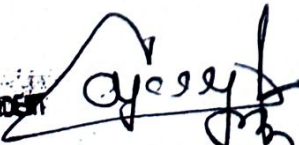
12.4.12. Approval for any agreement or contract with any outside persons, body or entity for contracts not exceeding an annual value of Rs. 12,00,000/-. The amount may be revised, as the General Body feels fit, from time to time.

12.4.13. All standing contract for essential services of routine nature shall be approved by Management Committee, but should be brought before the General Body for ratification.

12.4.14. Protect legitimate rights & interest of owners in all matters, by all lawful means.

12.4.15. Take all necessary steps for the effective management of the complex.

12.4.16. **Review of Management Committee Decisions.** If fifty or more members submit a request in writing to review a decision taken by the Management Committee under the provisions of this Bye Laws, at least Fifteen Days prior to the General Body Meeting, the General Body shall review such decision and decide either to set aside or modify or approve. The General Body, if it considers fit, may suo-moto review any decision taken by the Management Committee.


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13. PLACE OF MEETINGS

Meetings of the Association shall be held at a suitable place in Harbhajan Vihar, convenient to the owners, as may from time to time be designated by the Association.

14. ANNUAL MEETING

The Annual Meeting of the Association shall be held within four months from closing of financial year (31 Mar).

14.1. On or before the fourteenth day succeeding the day on which the annual general meeting of a Society is held, there shall be filed with the Registrar a list of the names, addresses and occupations of the members of the governing body then entrusted with the management of the affairs of the society and a copy of the balance sheet and income and expenditure account audited by a person who under Section-226 of the Companies Act, 1956 (Central Act 1 of 1956), can act as an auditor of companies registered in the State of Punjab.

15. SPECIAL MEETINGS

15.1. It shall be duty of President to call a Special Meeting of Apartment Owners upon a petition signed by more than 50 Owners & having been presented to the General Secretary, or as the case may be, the Registrar, or any other officer duly authorized by him on his behalf. The notice of any Special Meeting shall state the time, place of such meeting & the purpose thereof.

15.2. No other business shall be transacted at Special Meeting, except as stated in the notice, without the consent of four fifths of the Owners present in person.

16. EMERGENCY MEETING

16.1. In order to cater for any emergency / exigency, the President or in his absence the Vice President or in the absence of both, any four members of the Managing Committee may call for an Emergency Meeting.

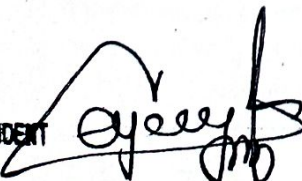
16.2. No business other than the one requiring utmost attention to handle the emergency / exigency, shall be considered at such a meeting.


17. QUARTERLY INTERACTIVE SESSION

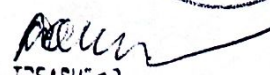
This should be held once in every quarter for interaction between Management Committee and Owners/residents. Visiting non-resident member with adequate warning can interact with Management Committee during their visit (minimum 7 days in advance).

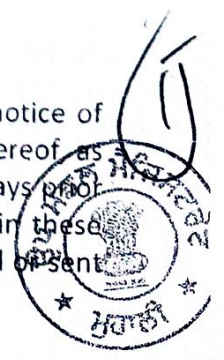
18. NOTICE OF MEETINGS & ORDER OF BUSINESS

18.1 It shall be the duty of the General Secretary to e-mail / post and display a notice of each Annual or Special Meeting in the Apartment Notice Board, stating the purpose thereof as well as the time it is to be held, to each Apartment Owner, at least not less than 21 days prior to such meeting. The e-mailing / post or sending of notice in the manner provided in these Bye-laws shall be considered as notice served. Notices of all meetings shall be e-mailed or sent to Registrar as required under the Act.


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18.1.1. **Within India** all important communication will through the medium of Email, App & Speed Post.

18.1.2. **Outside India / Abroad** all important communication will through the medium of Email & App only.

18.2 **Order Of Business:** The order of business, at all Annual Meetings of owners of all apartment/units, shall be as follows: -

- (a) Registration and making a record of members present.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Report of Office Bearers.
- (e) Report of Committees.
- (f) Approval of audited balance sheet of the previous year.
- (g) Approval of Budget for the next financial year.
- (h) Consider and deal with unfinished Business, if any.
- (j) New Business.
- (k) Any other business with the approval of majority of the members present.

CHAPTER - IV

MANAGEMENT COMMITTEE / OFFICE BEARERS / TOWER VOLUNTEERS

19. MANAGEMENT OF ASSOCIATION

The affairs of Association shall be governed by a Managing Committee. The Managing Committee shall be constituted as per bye law 2.11.

20. TOWER VOLUNTEERS

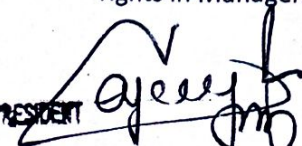
Owners of each tower will nominate at least one resident owner/co-owner volunteer as a Tower volunteer. Tower Volunteers will be Associate members of the Management Committee & assist the Committee in day to day management of HV, dissemination of information & circulars to all residents of respective towers.

20.1. Where no resident owner/co-owner is a volunteer, Management Committee shall nominate a volunteer resident Owner / Co-owner as Tower Volunteer if there is no objection from other Owners/Co-owners of that Tower.


21. POWERS AND DUTIES OF MANAGING COMMITTEE

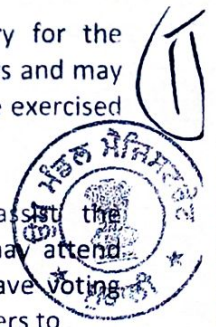
21.1. The Management Committee shall have the powers and duties necessary for the administration of the affairs of the Association under the provisions of these bye laws and may not do all such acts and things as are not by law or by these Bye-laws directed to be exercised and done by the Owners.

21.2. Management Committee may co-opt other Association Members to assist the Management Committee, in its day-to-day activities. Such Associated Members may attend Management Committee meeting with the approval of President but shall not have voting rights in Management Committee decisions. Management Committee shall have powers to


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appoint sub-committees from its Members & assign such duties to them as they deem fit for better upkeep of the Harbhajan Vihar.

21.3. The sub-committees so formed, shall submit their report/recommendations to Management Committee for approval. The Managing Committee will be responsible for decisions arising out of the activities of the subcommittee.

21.4. The Management Committee shall have the power to sue, defend or pursue all legal actions for and on behalf of the Association, to institute legal proceedings and to sign all papers and documents relating thereto. Management Committee shall have the power to authorize any of the members of the Association as their representative(s) to represent the Association, appoint advocate(s) and take all legal steps to protect the interest of the Association.

21.5. Management Committee shall have custody of all properties of ASSOCIATION, including all funds - whether in cash or held as balances with the bank as Trustee of the ASSOCIATION. Any three authorized signatories, minimum two signing jointly, shall operate the bank accounts. Except for petty cash for day to day requirements all funds should be kept in Bank only.

21.6. The Management Committee shall have the custody of all property records and plan and design documents like land records, sale deeds, land conversion approvals, approved building plans, architectural designs, plumbing, sewerage and electrical lay out plans in original. The original copies of these documents be kept in a bank locker and notarized copies in Management Committee office. These documents can be made available to the owners on request in the Management Committee office. Copies can be obtained on specified payment.

21.7. In addition to the duties imposed upon the Management Committee through these bye-laws, or by any resolution passed of the General Body, the Management Committee shall be responsible for:-

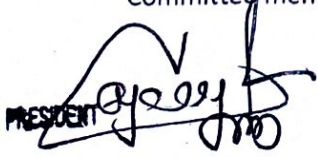
21.7.1. Care, upkeep, security and surveillance of the complex, including the common areas and facilities.

21.7.2. The assessment and collection of all charges towards maintenance and supply of goods and services for the general upkeep of the complex.

21.7.3. Periodically reviewing the day-to-day management of Harbhajan Vihar.

21.7.4. Enter into contracts with one or more facility management agency as per contract procedure approved by the General Body to maintain and manage the complex. Such contracts shall be approved by majority of Management Committee members. No Agency shall be employed or shall commence work without written contract agreement in place. All Agreements shall be ratified by the General Body during AGM/SGBM.

21.7.5. The Management Committee shall be fully empowered to take decision on Designation, employment, remuneration & dismissal of the personnel necessary for maintenance and operation of the complex, including the common areas & facilities. Decisions under this sub-section will require approval by 2/3 majority of Management Committee members.


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21.7.5.1. All aforementioned staff as mentioned in Clause 21.7.4. will not have more than 5 terms. They would be on the payrolls of a Third Party, herein referred as a Vendor / Service Provider & each contract / term will be of 11 months only.

21.7.6. Setting up a proper procedure for carrying out the audit and maintaining the accounts of the Association.

21.7.7. To inspect the records kept by General Secretary or Treasurer & examine the registers and accounts and take all steps for recovery of all sums due to the Association.

21.7.8. To sanction working expenses, maintain cash balances and deal with miscellaneous business. To see that the cash book is written up properly and is duly signed by one of the Management Committee members so authorized in this behalf.

21.7.9. To hear and deal with complaints, received from residents or outsiders.

21.7.10. To make all payments to Government, semi-government and other such bodies all amounts due by the Association.

21.7.11. Finalize and present the Annual Budget at the AGM.

21.7.12. Present the duly audited annual accounts at the AGM.

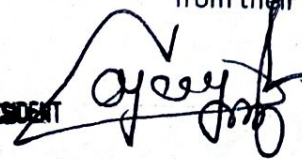
21.7.13. To levy and collect all such charges as approved by the Management Committee.

21.7.14. To maintain a register of owners, tenants and residents at Harbhajan Vihar with information received. It is mandatory and binding on all members to provide data including a copy of Rent Agreement, Police Verification to the Management Committee to enable compiling the information required.

21.7.15. All information so obtained by the Management Committee shall be strictly kept confidential. Such information shall also not be shared through any media or Internet platform unless so approved by the Management Committee.

21.7.15.1. However, to ensure that the Harbhajan Vihar stays in pace with the present systems in vogue & fully utilizes modern technology, the data can be shared with **Integrated Society Management Platforms** that brings all record online & connects all aspects of an apartment complex like 'facility management, billing & accounting, communication, apartment security etc'.

21.7.15.2. The Management Committee should ensure that data is kept safe by signing an **Memorandum of Understanding (MOU)** with respective service providers as per clause 21.7.15.1. Such Data Protection MOU shall contains a set of principles that the Service provider has to adhere to in order to keep data accurate, safe, secure & lawful. It needs to be ensured by the Service Provider that data is 'Only used in specifically stated ways & not stored for longer than necessary'. Once the Contract with Service Provider ends, all data of Harbhajan Vihar owners needs to be deleted from their records.


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- 21.7.16. To prepare and circulate the notices, agenda and minutes of the AGMs and EGMs.
- 21.7.17. To raise and manage funds as better described in section 46 of these bye-laws.
- 21.7.18. To authorize the opening of one or more bank accounts in the name of the Association in any bank decided by it.
- 21.7.19. Except as specifically mentioned herein above Management Committee can take decisions with simple Majority of total number of Management Committee members. The financial powers are as per Clause 52.1.
- 21.7.20. Besides imposing penal deductions for delays in monthly Maintenance / other charges payment beyond 60 days from the date of **generation of Bills**, Management Committee is empowered to deny paid services such as withdrawing housekeeping services, denying usage of E-systems facilities, such as my Gate / Society Connect etc, disconnecting generator power supply & denying usage of Community Centre facilities.

21.8. Register of Properties

21.8.1. A register of properties owned by the Association shall be maintained by the Management Committee. The Management Committee shall workout the annual depreciation of the assets and identify the assets which may require replacement and funds required for the same.

21.8.2. **Register of Properties Auditing.** The register of properties shall be audited by a sub-committee appointed by Management Committee & it shall examine assets due for replacement, adequacy of reserve funds for replacement and shall make suitable recommendations to the Management Committee.

22. OTHER DUTIES

In addition to duties imposed by these Bye-Laws, or by regulations of the Association, Managing Committee shall manage the following, that is to say: -

22.1. To carry out proper receipt and accounting of all funds, arranging of annual as well as periodic audits and presenting the details in the AGM.

22.2. To see that Cash book & Bank Pass Book is updated promptly & is signed monthly, by one of the members of Board authorized in this behalf & also prepare the Bank reconciliation.

22.3. To hear and deal with complaints and grievances and respond within acceptable time frame but not beyond 14 days.

22.4. Frame Rules governing use of Club House, Swimming Pool, Gymnasium, Guest Rooms, Basketball Court, Squash Court & other Facilities. The Management Committee, shall frame the

governing rules for use, charges, penalties, restrictions, and any other provision deemed fit by the Management Committee and duly ratified by the AGM. The rules and charges shall be revised, if deemed fit, from time to time.

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23. ESTATE MANAGER / OTHER EMPLOYEES

The Managing Committee may employ for the Association, a person designated as Estate Manager or any other designation and other such employees for the smooth functioning of the affairs of HV as the Managing Committee may decide, at a compensation determined by them, to perform such duties and services. Such employments will be with the prior approval of GBM or special GBM. All employment made will also be ratified during the annual GBM by simple majority.

24. ELECTION AND TERMS OF OFFICE OF THE MANAGING COMMITTEE

24.1. Eligibility to be elected as Management Committee Member. The total number of elected members will be as described in Clause 2.11.

24.1.1. Only Resident Owners shall be eligible to contest for the 7 vacancies, representing Management Committee.

24.1.2. An elected Management Committee Member should be able to devote 5-6 hours a week to carry out the assigned duties/responsibilities. If the Management Committee Member does not find time to attend Management Committee meetings or to carry out assigned responsibilities, he/she shall be removed from the Management Committee in a meeting of the Management Committee by a simple majority vote.

24.1.3. Any sub-judice Owner who has withdrawn from Harbhajan Vihar, cannot stand for Management Committee elections.

24.2. No Owner who has been convicted for any offence by any Criminal Court of law of the country or an Army Court shall be eligible to contest in elections for Management Committee.

24.3. Tenure of Management Committee Member

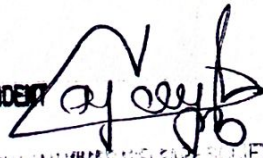
24.3.1. **Terms of a Member.** No Member shall be eligible for election for more than 2 consecutive terms. A member after completion of 2 terms shall be eligible for re-election only after break of two years (ref clause 24.5.). The General Body may review Terms of Management Committee Members under extra-ordinary circumstances.

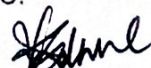
24.3.2. **Early Elections.** If elections are held earlier than scheduled time, for whatsoever reason, the tenure of the members will come to an end irrespective the fact that two years are not complete.

24.3.3. **Resignation.** If a Member resigns any time during his/her tenure, his / her term of two years shall be considered as completed and he/she may be re-elected after a gap of two years from the date his normal elected term was due to be completed.

24.3.3.1. If any Office Bearer resigns or is removed from the Managing Committee before completion of term, then the President of RWA, reserves the right to give **additional charge to another voluntary office bearer / elected member.**

24.3.4. Bye Law 24.3 and sub Bye Laws under it shall be applicable since institution of the Management Committees by AWHO.

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24.4. The first elected Managing Committee consisting of elected 07 as follows:-

- (a) President.
- (b) Vice President.
- (c) General Secretary.
- (d) Treasurer.
- (e) 03 Members.

24.4.1. For subsequent elections, the AGM may take decision to include other office bearers such as Jt General Secretary, Asst Treasurer, 02 additional members. Non-resident owner who wish to contribute, can become an associate member of Managing Committee.

24.5. The President, Vice President, General Secretary, Treasurer & Members can have maximum two consecutive terms of two year each. They can be re-elected for these posts after a break of two years.

24.6. For election of Managing Committee Members, Postal Ballot will be sent to all Allottees/Sole Owners/First Owner in case of Joint Ownership via Email, App & Speed-post, (as per clause 18.1.1. & 18.1.2.). Owners, not in position to cast their votes in person on the day of election will take a print out of Ballot paper & send back the ballot paper after casting his vote & duly signed, through speed / registered post in such a way that it reaches the presiding / returning officer conducting Election, at least 24 hours before the start of Election.

24.7. If any Owner resident in Harbhajan Vihar, is not likely to be available on the date of election or is not in a position to cast the vote personally, he/she may request for a postal ballot at least fifteen (15) days in advance.

24.8. Filling up Vacancies in Managing Committee. Any vacancy arising in Managing Committee, for any reason, shall be filled up by calling a Special General Body Meeting. Such Member's tenure shall be as per the Bye Law 24.3.

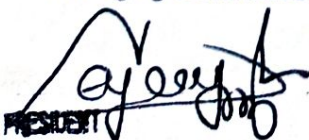
24.8.1. The **Period of office of the newly elected member** of the Management Committee shall be coterminus with tenure of office of the Management Committee.

24.9. Indemnity. Any member or office bearer or servant of the Association shall have indemnity against all liability arising out of the acts and things done by him in performance of the duties entrusted by way of damages or otherwise and all losses caused, charges and expenses which he may incur or become liable by reason of any act or deed done by him as such member officer or servant in any way or about the discharge of his duties, fraud & misuse excepted. All his services and actions are provided voluntarily to the ASSOCIATION at his own risk & responsibility the good faith and trust in the true spirit of service for a public cause and consequently the ASSOCIATION shall not be liable for any liability out of such acts of omission or commission of its members and others in their official or personal or professional capacities or in whatsoever manner explained or otherwise.

25. MANAGEMENT COMMITTEE MEETING

Meeting of the Managing Committee shall be held on regular basis or as and when necessary and may be called at any time by the President or on receipt of requisition from five members of the Managing Committee or from the Registrar or any person authorized by him.




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26. REGULAR MEETINGS

26.1. Regular Meetings of the Managing Committee may be held in the office premises as required but not fewer than once a month. Notice of regular meetings of the Board shall be published by the President/General Secretary and shall be given to each Committee member, personally, or by SMS / E-mail / App, at least three days prior to the day fixed for such meetings unless it is a special meeting.

26.2. Management Committee office bearers will be required to attend at least 50% of all such meetings in the year. Any member not fulfilling this stipulation or remains absent for three consecutive meetings without valid reasons or special leave of absence, stands automatically disqualified and ceases to be a Member of the Management Committee and the vacancy arising shall be filled as per Bye Law 24.8.

27. COMMITTEE MEETINGS

Committee Meetings of the Managing Committee may be called by the President or General Secretary on notice to each Member, at least, not less than 24 hours prior to the meeting, if given in person / by Voice Call / SMS / Email / App, which notice shall state the time, place & purpose of meeting. Committee Meetings shall be called on written request of at least three Members of the Managing Committee.

28. WAIVER OF NOTICE

Before or at any meetings of the Management Committee the President or General Secretary may, in writing waive notice required of such meeting & such waiver shall be deemed equivalent to such notice. Attendance by a Management Committee Member at any meeting of the Management Committee shall be a waiver of notice by him of the time and place thereof. If all the Management Committee Members are present, at any meeting of the Management Committee, no notice shall be required and any business may be transacted at such a meeting. However, any official business discussed should be circulated in the form of minutes to the environment.

29. QUORUM FOR MANAGING COMMITTEE MEETINGS

At all meetings of Managing Committee, at least five of the total strength of Management Committee Members shall constitute a quorum for the transaction of business & the acts of the Members present at a meeting, at which quorum is present, shall be the acts of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting, from time to time. At any such adjourned meeting, any business which might have been transacted, as originally called, may be transacted without further notice, provided there is a quorum present, failing which the decision of the President on such issue shall be considered final to be ratified by the General Body meeting.

30. DECISION BY CIRCULATION

The Board of Office Bearers can take decision with regards to any of the issues pertaining to Foree majeure, even by circulation and if any circulation, the quorum is required for passing of the Resolution, the said Resolution shall be deemed to have been passed by circulation, if signed by all the Office Bearers.


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31. FIDELITY BONDS

The Board may require that all Officers and employees of the Association handling or responsible for Association Funds shall furnish adequate fidelity bonds to make good any losses caused willfully or by neglect. The stamp duty of such bonds shall be paid by the Association.

31.1. There will not be any conflict of interest for any member elected to the Management Committee & He / She shall not have any commercial interest in any affairs in Harbhajan Vihar.

CHAPTER - V

OFFICERS

32. DESIGNATION

Designation of the Office Bearers of Managing Committee, as they may be called, shall be a President, a Vice President, a General Secretary, a Treasurer & Executive Members all of whom shall be resident owners of Units in the Buildings. The Board may appoint such other Officers in their judgment as may be necessary.

33. PRESIDENT

The President shall be the Chief Executive Officer of the Association and shall guide & supervise its various activities. He /She shall preside over the Annual General Body Meeting, Special Meeting and other Board meetings, and the proceedings shall be conducted under his/her direction and general supervision. He shall have all the general powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees to assist in the conduct of the affairs of Association. President will be empowered to appoint Committees & sub Committees in consultation with other Office Bearers for various specific purposes related to Management of Harbhajan Vihar.

34. VICE PRESIDENT

Vice President shall take place of the President & perform his/her duties whenever the President is absent or is unable to act. If neither the President nor the Vice-President are available, the General Secretary will act on an interim basis. The Vice President shall assist the President in conducting the affairs of the Association and also perform such other duties as may, from time to time be imposed on him/her by the President.

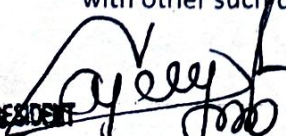
35. GENERAL SECRETARY

General Secretary shall keep "Minutes of all Meetings of the Board & the Minutes of all Meetings of Association". He/she shall have charge of such books and papers as per the By-Laws & he/she shall, in general, perform entire duties incidental to the office of General Secretary & shall be responsible for all day to day activities relating to proper management, maintenance & upkeep of the buildings. At the behest of the President, the General Secretary shall notify members of meeting schedules.

35.1. **Rules To Be Printed** The rules of Association i.e. Owners & Residents Charter, SOP, Do's & Don'ts etc shall be printed & shall be annually corrected & brought upto-date.

35.2. **Bye-Laws** One copy of the Bye-Laws shall be submitted to the Registrar of Association. The other copies as may be specified shall be kept by the General Secretary in the office along with other such documents as in safe custody.




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36. JOINT SECRETARY

The Joint Secretary will be responsible for all the responsibilities mentioned above in the absence of the General Secretary.

37. TREASURER

The Treasurer shall be responsible for maintaining the funds and securities of the Association. He/she shall also be responsible for keeping proper and accurate accounts of all receipts and disbursements belonging to the Association. He /She shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Managing Committee.

38. JOINT TREASURER

The Joint Treasurer will be responsible for all the responsibilities mentioned above in the absence of the Treasurer.

39. REMOVAL OF MANAGING COMMITTEE / OFFICE BEARERS / MEMBER

39.1. Removal Of Managing Committee At any Annual or Special General Body Meeting duly constituted with required quorum as per clause 11.1., by the way of **Special Resolution**, any **one or all the Members may be removed**, with or without cause, by a majority of the Apartment Owners present at such Meeting and successors may, then and there, be nominated / elected to fill the vacancy thus created. Any Committee Member, whose removal has been proposed by Owners, shall be given an opportunity to be heard at that very Meeting, itself.

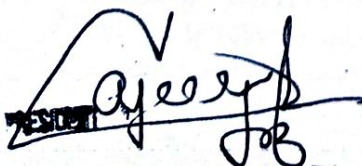
39.1.1. Special Resolution The notice for Annual / Special General Body meeting where it is intended to propose the special resolution, shall be given to all members of the Association 21 days in advance by e-mail / hard copy / SMS / App, before the conduct of such a meeting, specifying the day, hour, place & objective of the meeting. The notice shall contain a copy of the special resolution proposed to be passed at the meeting.

40. Dissolving Sub Committee

Upon an affirmative vote of simple majority of not less than 5 Members of Management Committee, any Office Bearer may be removed from his / her office, after assigning reason & providing due opportunity to reply or call for an explanation & after making an informed decision. His/her successor/s be selected at any regular or special meeting of the Board called for such purpose. Management Committee shall make no arbitrary decision. The person so removed may however, continue as an ordinary Member.

40.1. If any Office Bearer resigns or is removed from the Sub Committee, before completion of term, then Managing Committee reserves the right to give additional charge to another voluntary office bearer / elected member.

40.2. The decision to remove a member shall be ratified at the AGBM / SGBM immediately following the removal failing which the removed office bearer shall be entitled to be reinstated to the post he / she was holding immediately prior to his / her removal and shall also be entitled to hold such position as if he / she was not removed.


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CHAPTER - VI

RIGHTS & OBLIGATIONS OF THE APARTMENT OWNERS

41. ASSESSMENT

41.1. All Owners are obliged to pay in advance, quarterly / Six monthly / yearly assessment imposed by the Association to meet all expenses relating to maintenance of Harbhajan Vihar.

41.2. The Association shall undertake the **Structural Audit** of building as under: -

41.2.1. For buildings aged between 10 to 20 years once in 5 years, if required.

41.2.2. Such Structural Audit by Societies which are in Municipal Corporations limits shall be conducted by approved Engineers from the Corporations panel. In case of other Societies such structural audit shall be carried by the Govt: Approved Structural Engineers / Architect and maintain record thereof.

41.2.3. The Association shall undertake to carry out periodical Fire Audit of its property as per the State Fire Policy and maintain record thereof.

41.2.4. The Association shall carry out periodical Inspection of Lifts / Elevators & maintain record thereof.

42. MAINTENANCE AND REPAIR

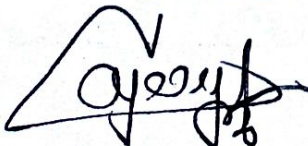
42.1. Every owner must perform promptly, all maintenance and repair work within his/her own Apartment, which if omitted would affect the Building entirely or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his/her failure to do so may endanger.

42.2. All repairs of internal installations of the Apartment such as water pipes, light, wiring, gas, power, sewerage, telephones, air-conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the Apartment area shall be at the expense of the Apartment Owner concerned.

42.3. An Owner shall reimburse to the Association any expenditure incurred in repairing or replacing any damage to the buildings including the common area and facilities caused through his/her/their actions. The reimbursement due to the damage and the cost thereto payable to the Association will be determined by the Management Committee and that shall be binding.

42.4. In case of inter-apartment seepage/leakage, the same shall be settled among the respective owners/tenants including cost sharing for their respective portions of the repair

work. The owner/tenant of apartment from which the seepage or leakage emanates shall cooperate fully including bearing relevant costs as defined above. In case of disagreement in sharing the costs, decision of Management Committee shall be binding on both the parties.



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42.5. In case of blockages of drains (kitchen/toilet), resulting in overflow in Units below / above, if the matter is not mutually settled among the owners, the Managing Committee may after inspection & in consultation with the owners, fix responsibility singly or collectively to bear the cost of clearing the blockage. The decision of the / Managing Committee shall be final.

43. USE OF APARTMENT / INTERNAL CHANGES

43.1. All Units including Pent Houses shall be utilized for **residential purposes & as Single Unit** only. Any sort of commercial activity as defined in Punjab Shops & Commercial Establishments Act, 1958 including use as serviced Units, guesthouses, transit facility, showrooms, Paying Guests, offices etc, is strictly prohibited.

43.2. An Owner shall not make any structural modification or alteration in his / her / their Units or installations located therein without previously notifying the Association in writing to the President of the Board. The Association shall have the obligation to answer within thirty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification, alteration or installation.

43.3. No allottees or sub lessee shall make any additions or alterations to the dwelling unit allotted to him, or any encroachments in the common areas, without the approval of AWHO in writing and subject to the building bye laws or prevalent Zonal Regulations of Administration.

44. USE OF COMMON AREAS AND FACILITIES

44.1. An Apartment Owner/tenant/Occupier/Lessee/Licensee shall not place or cause to place in the lobbies, vestibules, stairways, driveways, elevators, terrace and other common areas of the Building any furniture, boxes, packages or objects of any kind. Such areas shall be used for no other purpose other than for normal transit through them.

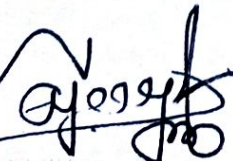
44.2. Harbhajan Vihar shall have elevators devoted to the Owners & their Guests and for Freight Service or auxiliary purposes. Owners & tradesmen are expressly required to utilise exclusively a Freight or Service elevator for transporting packages, merchandise or any other object that may affect the comfort or well being of the passengers of the elevators dedicated to the transportation of the owners, residents and guests. Management Committee shall regulate the timings of operation of service elevator for moving in/moving out of household goods.

45. RIGHT OF ENTRY/ USE

45.1. An owner shall grant the right of entry to the Manager or to any other person authorized by Managing Committee in case of any emergency originating in / or threatening his/her/their Apartment whether the owner is present at the time or not.

45.2. An Owner shall permit other owners, or their representatives when so required to enter his unit for the purpose of performing installation, alteration or repairs to mechanical or electrical services, provided that request for entry are made in advance & that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.




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46. RULES OF CONDUCT AND OBLIGATIONS OF THE MEMBERS

46.1. The code of conduct is designed keeping the common interest of owners /residents in mind with the following objectives:-

46.1.1. To ensure a Safe & Secure Living Environment for the residents.

46.1.2. To ensure Comfortable and Peaceful Living for all residents by ensuring that the amenities & common facilities are in good shape and available to all; to facilitate residents enjoying the benefits of Community Living.

46.1.3. To preserve and enhance the Brand Value of Harbhajan Vihar by making it the most desirable place to live in the city.

46.2. In addition to following code of conduct, the Association may issue additional guidelines in line with the above objectives as approved in AGM. It is responsibility of owners to ensure that these are communicated to the residents in their apartment and are complied with.

46.3. Every Association Member shall abide by the obligations undertaken through Sale Deed, Bye-Laws of the Association and all instructions of the General Body, as conveyed through the Management Committee.

46.3.1. All Owners shall provide such documents as According to the Registration Act, 1908.

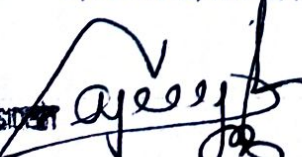
46.4. Every Owner shall pay monthly assessments as fixed by the Management Committee for proper upkeep & maintenance of Building, which may include monthly payments to the General Operating Fund, Corpus / Reserve Fund and Sinking Fund, if any for periodic repair, renovation, replacement etc. The assessment may also include an insurance premium for a policy to cover the cost of repair of damages caused by hurricane, fire, earthquake or other hazard or calamity.

46.5. All such assessments shall be paid within the prescribed time & place, failing which the services rendered by Association may be forfeited, as provided for in the Bye-law herein under.

46.6. Payment of Monthly Maintenance Charges Every Owner who lets his/ her/ their apartment for occupation by other on lease, tenancy, mortgagee, or otherwise will be responsible to pay all assessments himself in proper time, the monthly maintenance assessments **DIRECTLY** to the Association.

46.7. This, however, shall not absolve the Owner from his/her/their responsibility to ensure that all assessments on his/her/their/ Apartment are paid in time as specified by the Management Committee from time to time and in the event of any default by his/her/their occupant, shall himself/herself/ themselves make all payment as raised by the Management Committee.

46.8. Every Owner shall perform promptly all maintenance & repair work within his own apartment, which if omitted would affect the Building in entirety, or in a part belonging to

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other owners being expressly responsible for the damages & liabilities that his/her/their failure to do so may endanger. In doing so he/she/they shall not make any alteration, or modification, which may affect the facade or main structure of the Building or common walls or floors between two units.

46.9. Every Owner shall bear the cost of all repairs to the internal installations of his / her / their Units, such as water, light, gas, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the apartment.

46.10. Every owner/Resident shall fully & without delay, reimburse the Association for any expenditure in repairing or replacing any damages to the Building including the Common Areas and facilities caused through his/her/their fault.

46.11. Every Owner/Resident shall ensure that his/her/their children play only at places allotted, if any & during the hours prescribed by the Management Committee.

46.12. Every Owner/Resident shall ensure that the Apartment is not used for any purpose other than residential & that other spaces allotted to him/her/them are utilized only for the specified purposes for which the allotments are made. No Owner/Resident shall use any part of Premises for any commercial purpose whatsoever or for any purpose described in Clause 43.1. There shall be no solicitation of business out of the premises and no customer visits to the apartment will be allowed.

46.13. Every Owner/Resident shall grant the right of entry to the Members of the Management Committee, or any person authorized by them, in case of any emergency originating in or threatening his/her/their apartment whether the Owner is present or not. Every owner/resident shall permit the Members of the Management Committee or any person authorized by them to enter the Apartment for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that the requests for entry are made in advance, and that such entry is at a time convenient to the Owner. In case of an emergency such right of entry shall be immediate and without notice.

46.14. Every Owner / Resident shall ensure that the Building and the Common Areas are kept clean and tidy in all respects.

46.15. Every Owner/Resident shall ensure that the rights and privileges of other owners are respected & that no inconvenience is caused to them in any manner.

46.16. Subletting or sharing an apartment beyond members mentioned in rental / lease agreement, whether for monetary benefit or otherwise is not permitted. In case a DU is rented out to single individuals, then not more than 1 individual per Bedroom will be permitted & they will be charged as per SOP on amenities.

46.17. Owner/ Members should not use the apartment as a service apartment under any circumstances.

46.18. Every Owner/Resident shall ensure that staff employed by him/her/them bear a good character & shall be responsible for their behavior & actions while in his/her/their service. To




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get Police Verification of Domestic Help/Staff done is mandatory, as per Law of the Land & same needs to be done by Employer, himself. A copy of Police Verification should be deposited at Society Office.

46.19. Residents keeping **domestic animals or other pets** shall abide by Municipal Sanitary Bye-Laws or Regulations & instructions of Management Committee, issued from time to time.

46.19.1. In case, any pet is found to be littering Common Areas / Elevators / Stair Cases / Lawns etc, then necessary fines, as decided by the Management Committee, from time to time, needs to be paid by the respective resident.

46.19.2. Dog waste will be disposed off by respective owner. Under no circumstances it will be put in Bins installed at Common Areas, within Harbhajan Vihar. Non-compliance to any instructions issued by Management Committee will attract financial penalty, as per SOP.

46.20. The Management Committee may request the owners/residents to desist from keeping a pet if there are reasonable complaints from the residents against it. Pets should always be on a leash or carried while using the common areas. The pets should be immunized regularly and the reports should be given to the facility/estate manager of the building.

46.20.1. All residents are restrained to feed Stray Dogs / Birds inside Society premises. Non-compliance to any instructions issued by Management Committee will attract financial penalty.

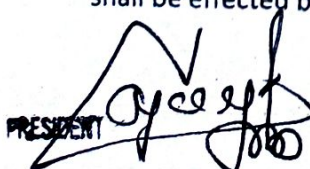
46.20.2. In case any resident (owner / tenant) is noticed to encourage Stray Dogs inside the Society premises & feed them, then that very resident will be liable to bear all costs of treatment if that stray Dog bites any other resident / litters any common areas.

46.21. Every Owner/Resident shall use lifts in such a manner as not to damage them in any way.

46.22. Every Owner/Resident shall exercise due care about making noise or any kind or use musical instruments, radios, television sets, amplifiers etc that may disturb others. Management Committee may issue additional guidelines to restrict the hours for the activities that cause noise and disturbance to the residents.

46.23. **Moving in / Moving out Charges.** Every owner should inform the Association in advance about the change in occupancy of their apartment. For every such change that involves movement of household goods in or out of building, a Shifting Fee as decided by the Management Committee, from time to time, will be levied to cover the repairs for minor damages in common area, power consumption, additional security & housekeeping efforts put in by the Association. Owner / Resident should take adequate care that no damage is done to lifts & other common area due to this movement. Cost of repairing any major damages at the discretion of Management Committee, will be charged to the Owner's account. This fee may be reviewed at the Annual General Body Meeting from time to time.

46.24. **Sale/Transfer of Ownership of Unit.** No sale/transfer of dwelling unit to a third party shall be effected by the members, his/her heirs, successors, administrators & executors without


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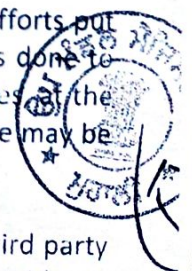
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TREASURER

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Prior permission, in writing of AWHO. Conditions of property as laid down in Paras 80 to 83 of the Master Brochure of AWHO, as amended from time to time, shall be followed in letter & spirit. The **AWHO will process such permission after having received No objection certificate (NOC) from the RWA.** The Society will charge a transfer fee from the transferor (seller) & a Society Membership Fee from the buyer, as laid down, from time to time.

46.25. **Structural or other modifications in Unit.** No Owner shall make any structural or other modifications which may alter the facade of Building in any way, whatsoever, save and except grills, which may be provided as a measure of safety, but only as approved by the Management Committee, and under its written orders.

46.26. No Owner/Resident shall use any portion of Common area of the Building without the written permission of the Management Committee. The Management Committee may grant permission for such occupation, for short periods, for marriages or other social functions, at their discretion, provided that the premises so used is released in the same condition as it was taken, and the cost of cleaning the premises, or repairing damages if any, is borne by the user.

46.27. No Owner/Resident shall make any structural or other modification or alteration or repair within the Apartment or on installations located therein without notifying the Association through the President/ General Secretary of the Management Committee & receiving its approval in writing. Members of Management Committee may not be technically qualified to grant such permission and shall where necessary, seek professional advice for approval on case to case bases, for modification and/or alterations within the apartment. Financial implication for such advice shall be borne by the Owner.

46.28. **Use of Common Area.** No Owner/Resident shall place or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas both Common and limited any furniture, packages, cycles or objects of any kind, except while in normal transit through them.

46.29. No Owner/Resident shall park his/her/their car or two wheeler except at the place allotted to him/her/them. Owners of two wheelers not allotted parking spaces shall park their vehicles inside the boundary of the Building only at designated places at the discretion of the Management Committee. Visitors' vehicles shall be parked only in the designated area in Harbhajan Vihar.

46.29.1. The Association shall in General Body meeting frame & adopt Parking Rules to regulate the Parking slots, in accordance with the Act and Rules there under. No Member shall be entitled to utilize more parking slots than that officially allocated.

46.30. The allocated car park shall be used to park only resident car, in a allocated parking space with a valid parking sticker, which in turn is issued based on the purchased parking spaces. A special approval is required through a written application to Association if a Non - resident vehicle needs to be parked in resident or visitor parking overnight. Such a approval needs to be sought in advance.

46.30.1. **Visitors' Car Parks.** Since only limited visitor's car parks are available Harbhajan Vihar, these shall be used only by visitors of Harbhajan Vihar residents or official visitors. Their usage and imposing reasonable restrictions shall be executed through the

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Title : BYE-LAWS

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Society Manager and not by residents. If residents use visitors car parks to park their vehicles, action shall be taken to clamp such vehicles & defaulters made to pay the fine laid down by Management Committee. This rule shall also apply to the car parks in front of Community Centre and adjacent to the Club House.

46.30.2. Any resident, having a scooter, a motor cycle, three wheeler or four wheeler shall obtain prior permission of the Committee for parking his vehicle in the Visitors Parking and pay the charges fixed by the General Body of the Association at its meeting.

46.31. No Owner/Resident shall install any machinery, or equipment, like generators etc. in the Common Areas, especially in the lobbies or under staircase that makes a noise, or causes disturbances to other residents, in any way.

46.32. No Owner/Resident shall put up any hoarding, advertisement, notice, or poster of any kind, in or on the Building.

46.33. No Owner/Resident shall install wiring for electrical, telephone, television antennae, air-conditioning units, or machines on the exterior of the Building, which protrudes through, or above the walls or roof, except as authorized by the Management Committee.

46.34. No Owner / Resident shall engage any staff of the Association for any personal work without the approval of the Management Committee.

46.35. No Owner/Resident, or any person connected with him/her/them, shall cause any damage, whatsoever, to any asset of the Association. In the event of so doing, the full cost of repairing such damage shall be borne by the Owner/ Resident.

46.36. No Owner/Resident shall use Common Areas, including Limited Areas, for any purpose which may hurt the sentiments, or feelings of any resident(s). Decision of Management Committee shall be final in any case of difference of opinion.

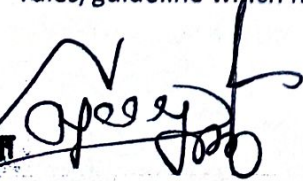
46.37. No Owner / Resident shall object to any work being undertaken by the Management Committee which is in the common interest of the Owners, even if such work may cause some inconvenience to him/her/them. There will be sufficient notice given to all the Owner/resident.

46.38. No Owner / Resident shall, under any circumstances, threaten, abuse, reprimand, assault or in any way take up with the staff employed by Association, but may report any misbehavior or neglect of duty by them to Management Committee.

46.39. Every Owner shall furnish relevant particulars of any person/ persons other than the Owners themselves in occupation of his/her/their Apartment as may be required by the Management Committee. A letter of authorization for such occupation shall be given to the Management Committee before the occupation.

46.40. All Owners/Residents are governed by Club House & Common Amenities rules/guideline which may be placed on all notice boards from time to time.




PRESIDENT

HARBHAJAN VIHAR WELFARE SOCIETY


GEN. SECRETARY

HARBHAJAN VIHAR WELFARE SOCIETY


TREASURER

HARBHAJAN VIHAR WELFARE SOCIETY

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46.41. In case of inter apartment seepage/ leakages, except due to inherent defect arising during the construction of building, Managing Committee shall fix responsibility in consultation with the concerned apartment owners, who shall be responsible to repair the same and the decision of the managing committee shall be final and binding on the owners concerned.

46.42. **Defaulting Member** Any Owner who fails to pay any amount due to the Association within 60 days from the date of initiation of Bill, shall be deemed a "Defaulting Member" & shall be debarred from voting, standing for election to Management Committee, from attending Annual General Body or Special General Body meetings, from Using Any Facilities restricted to paid members at Community Centre besides penal interest on outstanding amount & other measures as specified in Clause 21.7.20. To avail all privileges as a Society Member, its onus of the owner to clear all pending dues including penal interest, whatsoever.

46.42.1. Once the owner clears all pending dues, including interest, only then, he / they will be able to avail all facilities at Harbhajan Vihar.

46.43. Prior to declaring an owner as "**Defaulting Member**" in terms of Clause 46.42, the Management Committee shall send due notice in writing through email or by any other electronic means & or by post and shall provide 21 days' time from the date of signing the letter/email to clear the dues. If the said Member still fails to do so, the Management Committee may initiate actions as described in Clause 21.7.20 and 46.42. The Management Committee may also initiate appropriate legal action to recover the dues against such defaulting member in accordance with law.

46.44. **Segregation of Domestic Waste.** All Residents will carry out proper segregation of domestic waste in Wet, Dry & e-waste. All residents will use 2 Bins / Bag for proper segregation & disposal of Wet, Dry & Reject Waste as per the instructions issued by Management Committee from time to time.

47. RULES OF CONDUCT

Detailed Rules for Conduct by the Residents may be issued by the Management Committee from time to time.

47.1 Any sort of **immoral & nuisance activities** by Residents will lead to immediate eviction of the said person from society & the owner will be made responsible for this & to ensure that the same is complied within 2 days time-frame.

48. RENTING OF APARTMENTS

Renting of Apartments to tenants will be done in consultation with Management Committee through the Tenant Management Cell (TMC) (ref clause 46.16). The background check and verification of tenants is mandatory by police. Rental agreement should be between the owner and the tenant and no third party shall be involved. The following shall be complied with: -

48.1 Prior to occupation of the Unit, the tenant(s) shall submit all documents as required by the Punjab Laws, along with a copy of rental agreement and an undertaking to adhere to the bye-laws and any other regulations and Do's & Don'ts of the Association. The Management Committee may ask the tenant(s) to vacate in case of breach of these regulations.



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PRESIDENT

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GEN. SECR

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TREASURER

HARBHAJAN VIHAR OWNERS WELFARE ASSOCIATION

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- 48.2 NOC will be required from the previous owner if shifting to another apartment within Harbhajan Vihar.
- 48.3 Subletting of Unit and cooking outside the designated kitchen area is not permitted.
- 48.4 Units shall not be rented or given on lease and license or caretaker basis for transients or hotel or such purposes.
- 48.5 The Management Committee shall send information about tenants as required or ordered by public servant like Commissioner of Police, Punjab.
- 48.6 The Management Committee may alter or add rules and regulation on tenancy management on need basis with the approval of the General Body. Tenants shall be given a handbook by the Management Committee listing Rights and Obligations of the tenants.

CHAPTER - VII

HARBHAJAN VIHAR COMMUNITY CENTRE (HVCC)

49. HARBHAJAN VIHAR COMMUNITY CENTRE (HVCC)

HVCC shall provide quality recreational facilities & services to residents & non - resident Association Members (NRMs) of Harbhajan Vihar. Facilities so created, shall be restricted private areas to be used exclusively by Residents & Non Resident Members. The overall management of HVCC shall rest with the Management Committee.

49.1. The Community Centre once fully established, shall be managed as a self-sustaining institution. Only the HVCC members shall be permitted to use the facilities. In accordance with AWHO Guidelines, all apartment owners & their Blood Relatives only (resident/non-resident), shall be members of HVCC & shall require to pay monthly subscription as approved by the General Body, from time to time. An Owner cannot delegate his/her right of enjoyment of Community Centre facilities to his/her tenants.

49.1.1. Management Committee may accord **Temporary Membership** to tenants on payment of monthly subscription charges. These charges to be revised from time to time to meet the operational expenditures. The approval to do so may be passed at the General Body Meeting.

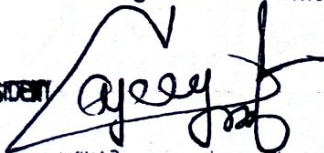
49.2. Community Centre premises shall not be used for money raising purposes by an individual or an organisation other than those permitted by the HVOWA.

49.3. No political or religious organisation is permitted to use the Community Centre / common area facilities, even though an owner/tenant is a member of that organisation.

49.4. Once HVCC facilities are fully established, the sub-committee of volunteers managing the Community Centre shall cease & the Management Committee shall appoint an appropriate

person with suitable remuneration & requisite staff to run HVCC, who will report to NWA Management Committee shall get appointments & remuneration ratified in the GBM/SGBM.

PRESIDENT



GEN. SECRETARY



TREASURER



HARBHAJAN VIHAR WELFARE SOCIETY

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49.5. Management Committee shall prepare SOP's for HVCC to include Rules for usage, fees / charges & deposits for various facilities, timings, dress code & personal conduct & accounting system as approved by General Body. Financial power of Management Committee in respect of HVCC shall be as per the Bye-Laws. Separate sub-account within management Committee account (under one PAN & one GSTN) shall be maintained for HVCC as self-accounting system & no funds shall either be transferred or borrowed from any source without approval at AGBM.

49.6. HVCC accounts shall be audited along with the Management Committee accounts by the Chartered Accountant so detailed & the audited accounts shall be placed before the General Body, for approval.

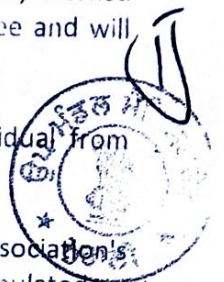
CHAPTER VIII

FUNDS AND THEIR INVESTMENTS

50. FUNDS

Funds may be raised by the Association in all or any of the following ways, namely: -

- 50.1. By contributions, deposits and donations from Members.
- 50.2. From common profit which shall form the nucleus of the Reserve Fund or any other Fund.
- 50.3. By raising loans, if necessary, subject to such terms & conditions as the Association, with approval of the AGM/EGM (etc) may determine in his behalf.
- 50.4. By raising maintenance charges and contingency funds for upkeep of the building.
- 50.5. Monthly Maintenance charges, corpus fund & sinking Funds will be realistically worked out by the Management Committee and will be subject to the approval of the General Body.
- 50.6. Management Committee will be paid by all owners in advance on a quarterly basis.
- 50.7. **Interest on Default/Delay.** In case of delay or default by any owners payment of the Management Committee /other charges by due date will attract a penal interest at the rate of 1.5% per month simple interest. Maint services / utilities may be withdrawn in case delay in payment beyond 30 days at the discretion of the Management Committee.
- 50.8. **Other Charges.** All other charges other than Management Committee and sinking fund such as vendor charges, Move In/Move out charges, rentals, etc will be appropriately worked out by Management Committee and will be decided by the Management Committee and will be applicable to the concerned parties.
- 50.9. No donations of any amount can be made to any organization or individual from Harbhajan Vihar Apartment Owners Welfare Association funds.
- 50.10. **Powers To Write Off IR-Recoverable Dues.** Association may write off Association's charges due from the Members, expenses incurred on recovery thereof and the accumulated



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RESIDENT

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IN CHARGE

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TREASURER

HARBHAJAN VIHAR APARTMENT OWNERS WELFARE ASSOCIATION

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losses, which are certified as irrecoverable by the Statutory Auditor, appointed. The amounts categorized as Irrecoverable Dues shall not be written off unless:-

50.10.1. The meeting of the General Body of the Association has given due sanctioned for writing off the amounts.

50.10.2. The approval of the financing agency to the writing off of the amounts, if the Association is indebted to it.

51. INVESTMENT

The Association may invest or deposit its funds in one or more of the following:

51.1. In any Bank / PSU's.

51.2. In any of the securities specified in Section 20 of the Indian Trust Act, 1882.

52. FINANCIAL POWERS OF THE MANAGEMENT COMMITTEE

52.1. The following Financial Powers will be exercised/sanctioned by the office bearers as follows: -

52.1.1. **President** - Rs. 50,000/- per transaction per day, limited to Rs. 4,00,000/- (4 Lakh) in a month.

52.1.2. **Vice President**- Same powers as President to be exercised while officiating as the President.

52.1.3. **General Secretary** - Rs. 25,000/- per transaction per day, limited to Rs. 2,00,000/ (2 Lakh) in a month.

52.1.4. **Managing Committee**- Rs. 6,00,000/- (6 Lakh) in one transaction, subject to the approval by a simple majority of members present & voting. Rs 10,00,000/- (10 Lakh) in one transaction subject to approval by two third majority of the members present and voting.

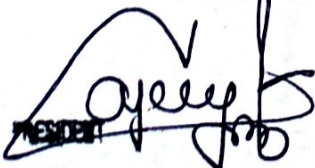
52.1.5. **Contracted payment for Utilities** - Payment for utilities & services will be deemed to be approved "as part of the business plan & accounts" at the time of approval of the contracts & payments can be released & will be presented to General Body for ratification.

52.1.6. **GBM/AGM** - No limits subject to availability of Funds, Ref clause 12.4.11. & 12.4.12.

52.1.7. **Financial powers to write off losses (fair ware tear or unfair ware tear)**, In order to dispose off, **unserviceable inventory**, powers per transaction to write off losses are:-

(a) President Rs. 50,000/- due to fair ware tear & Rs. 20,000/- due to unfair ware tear.
(b) Gen Secretary Rs 25,000/- due to fair ware tear & Rs. 10,000/ due to unfair ware tear.

(c) Gen Body any amount above 50,000/-, for both, fair ware tear & unfair ware tear.


PRESIDENT


GEN. SECRETARY


TREASURER

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(d) Funds accrued from sale/auction of unserviceable inventory will be credited to society account.

52.2. **Inviting Tenders By Association** As per procedure the committee shall invite Sealed Tenders for specific repairs / works of buildings / Services. On receipt of Tenders from various agencies / builder, the General Secretary shall open the tenders & present them in a meeting of the Managing Committee. The Managing Committee shall scrutinize & prepare its report along with the draft Terms & Conditions & place the same before the General Body, for approval. After the approval of the General Body, the committee shall then enter into the contract with the contractor / Service provider.

53. ACCOUNTS

53.1. A Banking Account shall be opened by the Association in its name into which all received on behalf of the Association shall be deposited, provided that the General Secretary or the Treasurer, as may be decided by the Managing Committee, may retain in his personal custody an amount not exceeding Rs 15,000/- for petty expenses. All payments above Rs 15,000/- shall be made by Cheque only.

53.1.1. A joint Bank Account would be opened at a Bank & the Office Bearers, authorized to do transactions / sign on Cheque's, on behalf of Society (Harbhajan Vihar) would be the President, the General General Secretary & the Treasurer. Hereafter, office bearers would be called "Authorized Signatory".

53.1.2. Mode of banking operation would be that any cheque can be signed by any two of the above mentioned Authorized Signatory, i.e. President / General General Secretary / Treasurer.

53.1.3. In case the Joint Bank Account needs to be frozen, then signatures of all three Authorized Signatory are required i.e. President & General Secretary & Treasurer. A single / any two of the authorized signatories cannot freeze the Bank Account of Society.

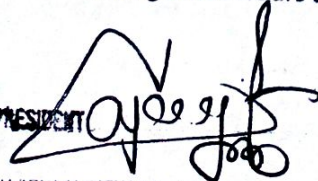
53.2. Any Officer/Estate Manger appointed by the Managing Committee shall maintain proper accounts with regard to all expenses incurred for the Building.

53.3. The Management Committee shall present at its Annual Meeting an audited financial statement of expenses incurred on maintenance & upkeep of the Building including common areas. The Association shall draw up its accounts for each financial year ending as on 31st March. The same shall be audited and published latest by 31st July and shall contain the following: -

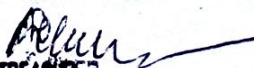
53.3.1. Income & expenditure of the financial year under review.

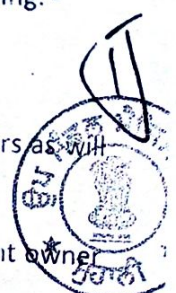
53.3.2. A statement of assets & liabilities of the Association giving such particulars as will disclose the general nature of these liabilities & assets.

53.4. The audited financial statements shall be open for inspection to any apartment owner during office hours at office of the Association in presence of an office bearer.


PRESIDENT
HARBHAJAN VIHAR OWNERS WELFARE SOCIETY


GEN. SECRETARY
HARBHAJAN VIHAR OWNERS WELFARE SOCIETY


TREASURER
HARBHAJAN VIHAR OWNERS WELFARE SOCIETY



HARBHAJAN VIHAR OWNERS WELFARE ASSOCIATION

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54. PUBLICATIONS OF ACCOUNTS AND REPORTS

A copy of the financial statements and the report of the Auditor shall be kept in a conspicuous place in the office of the Association.

55. APPOINTMENT OF AUDITOR

The Association shall appoint at its Annual General Meeting an auditor who shall audit Accounts of the Association, to be prepared by a qualified Accountant and he shall examine the annual returns, and verify the same with the accounts relating thereto, and shall either sign the same as found by him to be correct, duly verified, and in accordance with all or specifically report to the Association in what respect he finds it incorrect, UN-vouched, and not in accordance with law.

55.1. The Auditor / firm should be changed after every 3 yrs term.

56. POWER OF AUDITOR

Auditor shall be entitled to call for & examine any paper or documents belonging to the Association relating to common areas & facilities (including restricted common area and facilities) & common expenses & shall make a special report to the Association upon any matter connected with the accounts which appears to him to require notice.

CHAPTER- IX

MORTGAGES

57. NOTICE TO ASSOCIATION

Any owner who mortgages his/her/their Apartment shall notify the office of RWA, in writing, mentioning the name and address of his/her/their mortgagee and the Association shall maintain such information in a book entitled "MORTGAGE OF UNITS/UNITS". The Mortgagor shall pay all dues to the Association before effecting the mortgage, failing which, the services of the Association shall not be made available to the mortgagee.

58. NOTICE OF UNPAID ASSESSMENTS

The Association shall, at the request of mortgagee of an Apartment, report any unpaid assessment due from the owner of such apartment. The Mortgagor shall pay all such dues to the Association before affecting the mortgage as aforesaid.

CHAPTER- X

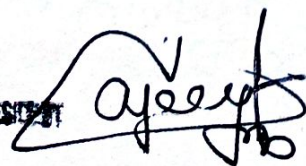
COMPLIANCE

59. COMPLIANCE

These Bye-laws are set forth to comply with the requirement of the Act, 1960. In case, any of these Bye-laws conflict with the provision of the said Act, it is hereby agreed and accepted that the provisions of the Act will apply.

60. SEAL OF THE ASSOCIATION

The Association shall have a common seal, which shall be in custody of the General Secretary & shall be used only under the authority of resolution of the Board & every deed of instrument, to


PRESIDENT


GEN. SECRETARY


TREASURER

HARBHAJAN VIHAR OWNERS WELFARE ASSOCIATION

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which the seal is affixed, shall be attested for or on behalf of the Association by two members of the Board & the General Secretary or any other person authorized by the Association in that behalf.

CHAPTER - XI

DISPOSAL OF UNITS

61. In case of Sale of Unit, **AWHO permission is mandatory & AWHO permits the sale only after No Dues certificate & provisional membership to the buyer is given by the Association.** These documents will be given only after all previous dues including the interest on the late payment is cleared by the seller and transfer of ownership and new membership charges are paid by the buyer. Transfer of ownership and membership charges will be fixed by General Body from time to time.

62. In case of Sale of Unit, the buyer of Unit shall pay to the Association a sum as fixed by the General Body on the day of seeking NOC from RWA. In case Sale of DU does not materializes, the sum deposited by buyer will be returned without any interest. At present Transfer of Ownership Fee is Rs. 30,000/-, that may be revised in AGM.

62.1. NOC can be given either by the President or General Secretary, in consultation with the Treasurer that all pending dues, as on date, stand paid / cleared.

62.1.1. In case of Sale of Unit by the President, the NOC will be given by the General Secretary.

62.1.2. In case of Sale of Unit by the General Secretary, the NOC will be given by the President.

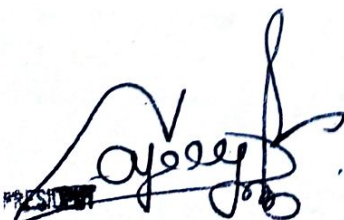
63. In case of joint ownership of an apartment there shall be no transfer fees to transfer Association Membership to a co-owner in event of demise of the "Association Member" or in case of an Apartment being conveyed through absolutely by way of gift or under Will.

CHAPTER - XII

GENERAL PROVISIONS

64. The employment of each Unit by its owner or resident in relation to other Units is regulated by the terms of the sale deed executed by AWHO. All flat owners/residents will adhere to these regulations for good and harmonious community living.

65. Religious Functions or gatherings & parties shall NOT be held on Common Areas such as parks, play grounds, lawns & roads. All such activities may be conducted or held only at earmarked space within HVCC after booking the venue & obtaining written permission from the Management Committee.


PRESIDENT

HARBHAJAN VIHAR WELFARE SOCIETY


GEN. SECRETARY

HARBHAJAN VIHAR WELFARE SOCIETY


TREASURER

HARBHAJAN



HARBHAJAN VIHAR OWNERS WELFARE ASSOCIATION

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CHAPTER - XIII

LIQUIDATION

66. Society shall be wound up & dissolved only under the following circumstances:-

(a) The Harbhajan Vihar Owners Association in the existing form shall be wound up consequent to passing of a resolution in a duly constituted AGM/SGBM by 2/3 majority of such

AGM/SGBM for the purpose of migrating the functioning of Society under a any new legislature passed by the appropriate authority for registering the housing societies.

(b) Under the appropriate and final orders of an appropriate court / authority, this has jurisdiction on the matters of society.

67. On dissolving the existing society under clause 66 above, all assets & liabilities as per a duly audited statement of accounts & financial status will be absorbed / merged with the new society registered under the relevant laws.

CHAPTER - XIV

AMENDMENT OF BYE LAWS

68. These By-laws may be amended by the Association in a duly constituted Meeting for such purpose as per the Punjab Societies Registration Act 1960 and no amendment shall take effect unless approved by the Owners representing at least two third (2/3) of the Apartment Owners present at the meeting. Rules framed by the owner's core committee is in the general interest of residents as a guiding factor and the committee alone has the right to amend or alter the same. **All amendments to the Bye-laws shall only be carried out after the approval of AWHO & then forwarded to Competent Authority of the State of Punjab as prescribed vide Para 20 of the PAO Act 1995, for necessary approval.**

69. DISSOLUTION OF ASSOCIATION

In case of amalgamation or dissolution of Association the procedure prescribed in Punjab Societies Registration Act No XXI 1860 should be followed. The assets of the Association will be transferred to another Association which has the same objectives and registered under Section-12A of the Income Tax Act-1961. The funds and income of the Association shall be solely utilized towards the achievement of the objective and no portion of it shall be utilized for the payment of members by way of profits, interests, dividends, bonus. etc., if the Association is amalgamated or dissolved.

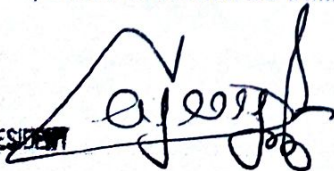
70. BENEFICIARY CLAUSE

The benefits of the Trust shall be open to all irrespective of caste, creed, sex or religion.

71. UTILIZATION CLAUSE

Funds & the income of the Trust shall be solely utilized for the achievement of its objects and no portion of it shall be utilized for payment to the trustee by the way of profit, interest, dividends etc.




PRESIDENT


GEN. SECRETARY


TREASURER

provisions of Section 8 & 17 of The Punjab Apartment Ownership Act, 1995, herein after called 'The Act'. They have applied for registration as " **HARBHAJAN VIHAR OWNERS WELFARE ASSOCIATION** "

Further, whereas, the allottees have submitted a list of the following documents for scrutiny thereof.

- a) List of 697 apartment owner/ allottees / transferees issued by builder.
- b) List of Office bearers/ Directors & Executive Members of the RWA.
- c) Memorandum of Association /Bye- Laws of the association u/s 20 of the PAO Act 1995 for perusal and approval.
- d) Completion Certificate issued by GMADA Mohali for Plot CC-1, Ansal's Golf Links, Sector 114, Mohali and Partial completion certificate issued by GMADA Mohali for Plot BB-1, Ansal's Golf Links, Sector 114, Mohali.
- e) Copy of Fire Safety Certificate issued by Fire Department.
- f) Copy of extract of section 8 & 17 of the PAO Act 1995.

And whereas, the undersigned as the Competent Authority under the Act vide notification No. 18/83/2005-5 HG(2)6809 dt. 30.06.2005 ibid, called upon the Promoter/ developer/ residents of the of **HARBHAJAN VIHAR, SECTOR 114, MOHALI, Distt. SAS Nagar, Punjab**, to submit a list of apartment owner/ allottees / transferees with their addresses, which is placed on file, for formation of **HARBHAJAN VIHAR OWNERS WELFARE ASSOCIATION**.

And whereas, it is deemed fit and appropriate for the owner/ allottees/ transferees of the of **HARBHAJAN VIHAR, SECTOR 114, MOHALI, Distt. SAS Nagar, Punjab**, to constitute themselves in an "Association" in which all the owner/ allottees / transferees as members for the administration of the affairs of the said apartments in relation to its management, maintenance and upkeep of the common areas, facilities and common services.

Therefore, in exercise of the powers vested in me under the provision of "The Act" ibid, I do, hereby grant a registration certificate in the prescribed form, a copy of which is also placed on the file. The "Association" shall be responsible for the administration and management of the property and maintenance and upkeep of the common areas and facilities and common services of the of **HARBHAJAN VIHAR, SECTOR 114, MOHALI, Distt. SAS Nagar, Punjab**, Distt. SAS Nagar, Punjab. I also call upon the Association to elect its office bearers within a period of 30 days from the issue of this order and grant of registration certificate, by giving prior notice of such election to all the members. However the promoter shall continue to be an associate member with respect to unsold apartments, if any. The Association shall discharge functions and exercise powers in line with the provision of Section 19 of the Act ibid and it shall make its bye-laws in accordance with the model bye-laws made under the provisions of section 20 of the Act, after approval from the Competent Authority. In case of breach of any rules or any section of the ACT/ Law in future, this certificate will stand cancelled automatically.

Given under my hand and seal today, the 15th day of April 2021. To be communication to all concerned.



[Signature]
Competent Authority-cum-
Sub Divisional Magistrate
Mohali

Endt. No. 10-184/MC2/SDMMOHALI/2021

dt. 15-04-2021

A Copy is forwarded to:

1. Brig. Gajinder Singh (President)- House No. J-602, 80
2. Maj Rajesh Vaid (Vice President)- House No. N-0303
3. Lt. Col. Vijay Kumar Padwal (Gen. Secretary)- House No. P-0404
4. Lt. Col. Moolraj (Treasurer)- House No. R-0304

HARBHAJAN VIHAR, SECTOR 114,
Mohali, Distt. SAS Nagar, Punjab.

[Signature]
Competent Authority-cum-
Sub Divisional Magistrate

Whereas the builders/ allottees/ owners/ transferees of **HARBHAJAN VIHAR, SECTOR 114, MOHALI, Distt. SAS Nagar, Punjab** have submitted that they have formed an Residents Welfare Association as per the provisions of Section 8 & 17 of The Punjab Apartment Ownership Act, 1995, herein after called "The Act". They have applied for registration as "**HARBHAJAN VIHAR OWNERS WELFARE ASSOCIATION** "

Further, whereas, the allottees have submitted a list of the following documents for scrutiny thereof.

- a) -List of 697 apartment owner/ allottees / transferees issued by builder.
- b) List of Office bearers/ Directors & Executive Members of the RWA.
- c) Memorandum of Association /Bye- Laws of the association u/s 20 of the PAO Act 1995 for perusal and approval.
- d) Completion Certificate issued by HMADA Mohali for Plot CC-1, Ansal's Golf Links, Sector 114, Mohali and Partial completion certificate issued by GMADA Mohali for Plot BB-1 Ansal's Golf Links Sector 114, Mohali.
- e) Copy of Fire Safety Certificate issued by Fire Department.
- f) Copy of extract of section 8 & 17 of the PAO Act 1995.

And whereas, the undersigned as the Competent Authority under the Act vide notification No. 18/83/2005-5 HG/2/6809 dt. 30.06.2005 ibid, called upon the Promoter/ developer/ residents of the of **HARBHAJAN VIHAR, SECTOR 114, MOHALI, Distt. SAS Nagar, Punjab**, to submit a list of apartment owner/ allottees / transferees with their addresses, which is placed on file, for formation of **HARBHAJAN VIHAR OWNERS WELFARE ASSOCIATION**.

And whereas, it is deemed fit and appropriate for the owner/ allottees/ transferees of the of **HARBHAJAN VIHAR, SECTOR 114, MOHALI, Distt. SAS Nagar, Punjab**, to constitute themselves in an Association in which all the owner/ allottees / transferees as member for the administration of the affairs of the said apartments in relation to its management, maintenance and upkeep of the common areas, facilities and common services.

Therefore, in exercise of the powers vested in me under the provision of "The Act" ibid, I do, hereby grant a registration certificate in the prescribed form, a copy of which is also placed on the file. The Association shall be responsible for the administration and management of the property and maintenance and upkeep of the common areas and facilities and common services of the of **HARBHAJAN VIHAR, SECTOR 114, MOHALI, Distt. SAS Nagar, Punjab**. I also call upon the Association to elect its office bearers within a period of 30 days from the issue of this order and grant of registration certificate, by giving prior notice of such election to all the members. However the promoter shall continue to be an associate member with respect to unsold apartments, if any. The Association shall discharge functions and exercise powers in line with the provision of Section 19 of the Act ibid and it shall make its bye-laws in accordance with the model bye laws made under the provisions of section 20 of the Act, after approval from the Competent Authority. In case of breach of any rules or any section of the ACT/ Law in future, this certificate will stand cancelled automatically.

Given under my hand and seal today the 15th day of April 2021. To be communication to be returned.



Competent Authority-cum
Sub Divisional Magistrate
Sub Divisional Magistrate
Mohali

Encl. No. GJ-196/MC2/SDMMOHALI/2021

dt. 15-04-2021

Copy is forwarded to:

- 1. Brig. Gajinder Singh (President) - House No. J-601, 50
- 2. Mr. Rajesh Vaid (Vice President) - House No. N-101, 50
- 3. Lt. Col. Vijay Kumar Padwal, Gen. Secretary - House No. P-404

HARBHAJAN VIHAR, SECTOR 114,
Mohali, Distt. SAS Nagar, Punjab