

GOVERNMENT OF RAJASTHAN

(Urban Development & Housing Department)

F.No. F.17(20)UDH/Rules/2019

Jaipur, dated

19 AUG 2020

NOTIFICATION

In exercise of the powers conferred by sub-section (5) of section 13 of the Rajasthan Apartment Ownership Act, 2015 (Act No. 12 of 2019) read with rule 11 of the Rajasthan Apartment Ownership Rules, 2020, the State Government hereby makes the following model bye-laws, namely:-

1. **Short title and commencement.**- (1) These bye-laws may be called the Rajasthan Apartment Owners Model Bye-Laws, 2020.

(2) They shall come into force from the date of their publication in the Official Gazette.

2. **Model Bye-Laws for the Apartment Owners Association.**- Every association of apartment owners shall make its bye-laws as per model bye-laws specified in the Schedule A appended to these model bye-laws for the administration of the affairs of the apartments and the property appertaining thereto.

Schedule "A"

(Under clause 2 of the Rajasthan Apartment Owners Model Bye-Laws, 2020)

Bye-laws of

1. Name of the Society:

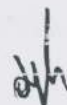
The Name of the Society shall be-----

2. Registered Office:

The Registered Office of the Society shall be at-----in-----

3. Definition: (1) In these bye-laws, unless the context otherwise requires,-

- (a) 'Society' means association of apartment owners constituted by the Owners of Apartments in the Project for the purpose of carrying out objectives of the Society as provided in bye-laws of Society.
- (b) 'Extra ordinary resolution' means a resolution passed by General Body Meeting with the consent of ninety percent of total members of association. Member may either vote in person or through proxy.
- (c) 'General body' means general body of the association which includes all the Members of the Society.
- (d) "Member" means a owner of apartment.



- (e) **'Management committee'** means the committee consisting of the President, Vice President, Secretary, Treasurer and Three executive members, who shall be elected in accordance with these bye-laws. The Management committee shall be responsible for day to day management of the society.
- (f) **'Owner' or 'apartment owner/owners'** means the person who owns an Apartment in the said Project.
- (g) **'Ordinary resolution'** means a resolution passed with the consent of 51% of the Members, present in person or through proxy.
- (h) **'Project'** a group housing project comprising of towers *vis-a-vis* and common areas and facilities, being constructed and developed upon Scheduled Land.
- (i) **'Resident'** means person(s) occupying/residing/staying in any Apartment in the Project in the capacity of owners, lessee/licensee/tenant or in any other capacity.
- (j) **'Reserved matters'** means the list of matters given in Annexure-A attached herewith, the decision in respect of these matters can be taken only in an Extra Ordinary General Body Meeting of the Members held in accordance with the bye-laws.
- (k) **'Special resolution'** means a resolution passed by the Members, present in person or through proxy, with two third votes in favour of resolution.
- (l) **'Scheduled land'** means land admeasuring _____ Sq. Mtrs. and thereabout lying and situated at revenue village _____, city..... on which the Project is being developed.

4. Aims and object:

- (a) To be and to act as an Society of Apartment/Flat Owners in the Project known as _____ ("Project"), in such a manner so as to protect the legitimate rights, privileges and interest of all its Members, without prejudice or favour to none;
- (b) To provide for, and do all or any of the matters as laid down in these bye-laws;
- (c) To establish and carry on, on its own or jointly with individuals or institutions, educational, physical, social, recreational or other activities, for the benefit of the Members;
- (d) To provide for the security, maintenance, repair, replacement or improvements of common areas and facilities of the Project through a service agency/service company by way of proportionate contribution from the Members, and, if necessary;

- (e) To protect the Project from all kinds of damage, to maintain the exterior and elevation of the buildings in the Project and to prevent the same from any/all kind of alterations/additions;
- (f) To recover itself or through service company/service agency all the charges and other amounts payable by the Members to the Society and/or service company/service agency;
- (g) To collect from the Members all taxes, dues, levies, cess, lease money, etc., as may be applicable, in respect of the Project and Scheduled Land and deposit the same with the concerned department and authorities;
- (h) To pay and deposit from time to time the charges in respect of electricity and water connection in the Project;
- (i) To frame rules and administrative procedure with the approval of the General Body of the Society;
- (j) The income and/or funds/deposits of the Society shall be utilized only for the objects of the Society and shall not be distributed among its Members;
- (k) The Society shall carry out its objects without any profit motive. The Society may enter into contracts or agreements with persons, whom the Society deems fit and capable for implementing the objects of the Society, including contracts with persons/firms/companies, etc. for the security and maintenance of the common areas and facilities of the Project;
- (l) The Society shall receive, hold or administer donations, grants, gifts, funds and shall collect amounts from the Members, societies/ Society's having similar objects, trusts, institutions and individuals, foreign bodies, governmental agencies etc. as may be permitted by law;
- (m) To do such other things as may be considered as to be incidental or conducive to the attainment of the aforesaid objectives; and
- (n) The Society shall not act beyond the scope of its Objectives without duly amending the provisions of the bye-laws for that purpose.

5. Membership of the society, transfer, etc:

- (a) All Apartment Owners of the Project shall become members of the Society by paying membership fees of Rs. 100/- (Rupees One

Hundred only). No person other than the Owner of the Apartment in the Project shall be entitled to become a member of the Society.

- (b) That it shall be permissible for an Apartment Owner to authorize in writing any one individual (lessee/tenant) to represent such Apartment Owner to exercise all or any of the rights and powers or to perform any act, deed or thing under the bye-laws. On such authorization, the Apartment Owner shall be deemed to be represented by such representative and any act done by such representative shall be binding on that Apartment Owner. Such representative shall confirm his acceptance of the authorization given by the Apartment Owner in writing.
- (c) Each Member may receive a copy of the bye-laws on payment of Rs. 3/- Rupees on each page.
- (d) All members shall accept and strictly adhere to these bye-laws.
- (e) Upon any Member selling/transferring/bequeathing his Apartment in the Project by the way of gift or will or otherwise, the purchaser or the donee or the legatee shall become a Member of the Society upon the transfer of such Apartment in favour of such purchaser or the donee or the legatee and being admitted as Member on payment of the transfer fee of Rs./- (Rupees). The Owner Member shall take NOC from Society before selling/transferring his Apartment. Tenants/licensors/lessees getting occupancy of any Apartment under any lease or license or any other similar agreement shall also take the NOC from the Society before vacating the Apartment.
- (f) On the death of a Member his Apartment shall stand transferred, on submission of requisite evidence, to the person or person to whom he bequeaths the same by his will or to the legal representatives of his estate, in case he has not made any specific bequest of the Apartment. Accordingly, the name of the legatee or the name of legal representative(s) shall be entered in the Register of Members maintained by the Secretary for the purpose of administration of Project as Owner/Member upon submission of requisite evidence. Where any legatee is a minor the Owner/Member shall be entitled to appoint a guardian of such minor. In the case of joint owners, the surviving owner shall continue a Member.
- (g) Any person entitled to become a member of the Society on account of reasons mentioned in clause (e) and/or (f) shall sign and execute such applications, forms, agreements, etc. as are required by the Society to put such new member in place of outgoing member.

- (h) It is the duty of every Apartment Owner or his designated representative to bring these rules to the notice of his/her tenant/person authorized by him to occupy in his/her Apartment and to obtain his/her signature on the Apartment Owner's copy of these rules, regulations and bye-laws of Society as proof of having acceded to the rules. In any event all residents or otherwise will be deemed to have knowledge of these bye-laws and shall be bound by the same.

6. Joint apartment owners:

Where an Apartment is owned by two or more person, the person whose name stands first in the conveyance deed of such Apartment shall become member of the Society, unless such joint owners nominate one amongst them to be a member of Society in respect of such Apartment.

7. Disqualification:

- (a) No Apartment Owner shall be entitled to vote in the election of members of the Management Committee including the President, Vice-President, Secretary, Treasurer or any other office bearer and also shall not be eligible to contest for election to such office if he/she is in arrears in respect of his/her contribution for common expenses to the Society/maintenance agency for more than sixty days on the day of election. The names of Apartment Owner and the amounts in arrears for more than sixty days shall be displayed on the Notice Board of the Society till such time, as the arrears remain un-cleared.
- (b) The Society shall also be entitled to take appropriate action including disqualification from Membership, against any Member who remains in breach of any of the provisions or rules contained in these Bye-Laws or rules framed in presence hereof after written notice to such Member by the Society.

8. Voting:

- (a) In case of an Individual Member: Either himself/herself in person or through a duly appointed proxy in writing;
- (b) In case of a Trust: by any of the Trustees, duly authorized by the other Trustees;
- (c) In case of a Registered Company: By a Director, or any officer duly authorized by the Company;
- (d) Voting will be by secret ballot, or show of hands as decided by the President;
- (e) Each member shall have only one vote to cast irrespective of the Apartments held by that member in the Project;

9. Quorum:

Except as otherwise provided in these bye-laws,-

- (a) the presence of minimum $2/3^{\text{rd}}$ of the Members shall constitute a quorum for General Body Meeting/Annual General Body Meeting.

- (b) the presence of minimum $3/4^{\text{th}}$ of the Members shall constitute a quorum for conducting Election of the Management Committee or dissolution of Management Committee or removal of a Member from Management Committee.
- (c) the presence of minimum $2/3^{\text{rd}}$ Members of Management Committee shall constitute a quorum for all meetings of Management Committee.
- (d) the presence of minimum 90% of the Members shall constitute a quorum for Extra Ordinary General Body Meeting for decision on any of the matters listed in Reserved Matters list.

10. Vote to be cast in person or through proxy:

In any Meeting of the Society, vote may be cast in person or through a duly authorized proxy. The authority to a proxy must be in writing. The proxy must be deposited with the Secretary/President of the Society not less than 48 hours before the time for holding the Meeting. The proxy need not be a Member, but no person shall be act as proxy for more than one member. The role of proxy is only restricted to the extent of casting of votes as authorized by the Members. The proxy cannot participate in the deliberations of the meeting.

11. First Annual General Body Meeting and Election of Chairperson:

The first Annual General Body meeting of the Society shall be held within six months from the date of registration of Society. The first meeting shall be preside over by the member elected from among Members present, prior to the commencement of such Meeting. The President of the Management Committee shall be the Chairperson for all subsequent meetings. In his absence, Vice-President will chair the meetings. Thereafter, the Annual General Body Meeting of the Society shall be held every year within six months from the end of the financial year.

12. Notice of general body meeting:

- (a) Notice of every General Body Meeting shall be given to all Members at least twenty one days prior to the date of such Meeting. The notice shall contain the day, hour, place and object of the meeting.
- (b) The notice shall also be displayed on the notice boards of the Project. No notice shall be required to be sent in respect of any adjourned meeting.
- (c) A General Body Meeting may be held at the request of 51% of the Members of the Society by furnishing one month prior written notice to discuss certain emergent issues.

13. Extra ordinary general body meeting:

- (a) Extra Ordinary General Body Meeting may be called for taking decision on any of the Reserved Matters.

- (b) Notice of every Extra Ordinary General Body Meeting shall be given to all Members at least seven 7 days prior to the date of such Meeting. The notice shall contain the day, hour, place and object of the meeting.
- (c) The notice shall also be displayed on the notice boards of the Project. No notice shall be required to be sent in respect of any adjourned meeting.

14. Adjourned meeting:

If any meeting of Members cannot be held for want of quorum, the Members who are present may adjourn the meeting to a time not less than 24 hours from the time the original meeting was called. If at such meeting also, no quorum is present, then the meeting shall stand dissolved.

15. Minutes:

The secretary shall attend and cause to be entered all proceedings of meetings of the Society and the Management Committee into the minute book. The pages of the minute books must be consecutively numbered and authenticated by the President of the Society.

16. Resolution:

(a) Items to be decided by Ordinary Resolution,-

- (i) Overall upkeep and maintenance of the Project without making any additional impact on finance.
- (ii) All day to day functioning regarding the maintenance of the Project.

(b) Items to be decided by Special Resolution-

- (i) Expulsion of any Member.
- (ii) Matters pertaining to maintenance which may impact the Budget and/or Finance.

(c) Items mention in schedule-B to be decided by Extra Ordinary Resolution.

17. Management committee, election and term of office:

- (a) The affairs of the Society shall be governed by the Management Committee.
- (b) The Management Committee shall consist of President, Vice President, Secretary, Treasurer, and three Executive Members.
- (c) The Members of Management Committee shall not be entitled to any remuneration except reimbursement of out of pocket expenses incurred in relation to the duties assigned to them by the Management Committee or under the bye-laws.
- (d) Election and Term of Office Bearer and Members of Management Committee:
 - (i) The first Management Committee shall be elected at the first Annual General Body Meeting of the Society.

(ii) The term of Members of the Management Committee shall be for two years. New Management Committee members shall be elected at the Annual General Body Meeting before expiry of term of existing Management Committee.

(iii) The retiring Management Committee members are eligible for re-election.

18. Power and functions of office bearers of management committee:

(i) President:

(a) The President shall preside over the meetings of the Management Committee as well as General Body Meetings.

(b) The President shall have all of the general powers and duties which are usually vested in the office of the President of an Society, including, but not limited to the power to appoint committees from among the members, from time to time, as he may deem to be appropriate, to assist in the affairs of the Society.

(ii) Vice President:

In the absence of President, Vice President shall perform the duties of the President and in case both the President and the Vice President are absent, the Management Committee shall appoint some other member of the Management Committee to act as the President on an interim basis. The Vice President shall also perform such others duties as may be from time to time assigned to him by the Management Committee.

(iii) Secretary:

The Secretary shall have all the responsibilities of general administration and procedural functions of the Society. The minutes of the meeting of the Management Committee and of the Society shall be kept by the Secretary. Notices of all meetings shall be issued under his signature. He shall have the charge of such books and papers as the Management Committee may direct and he shall perform all duties as directed by the Management Committee or incidental to the office of the Secretary. The Secretary shall be the authorized spokesperson and carry out all correspondence on behalf of the Society.

(iv) Treasurer:

All the financial functions and other related functions in respect of the Society shall be carried out by the Treasurer. The Treasurer shall be responsible for the funds and securities of the Society. He shall also keep full and accurate accounts of all receipts and disbursements in the books and also perform such other duties as may be directed by the Management Committee.

19. Powers and duties of management committee:

(a) The Management Committee shall perform all the function necessary for the administration of the affairs of the Society including those specifically delegated by the Society, provided that the Management Committee shall exercise its powers subject to the objects and provisions of these bye-laws.

- (b) The Management Committee shall also have the powers to co-opt two persons from among the Apartment Owners, or from a Resident of the Project, to assist the Management Committee in its day-to-day activities. In the latter case, the persons so co-opted shall become Associate members, which title they shall hold till such time they serve on the Management Committee as co-opted Members. Such Associate Members shall, however, have no voting rights in the meetings of the Management Committee.
- (c) The Management Committee shall also have the powers to appoint Sub-Committees from among its Members and Associate Members, or from Apartment Owners or Residents, and assign such duties to them as they deem appropriate for the better upkeep of the Project.
- (d) The Management Committee shall also have the powers,-
 - (i) to enter on/expel of Member,
 - (ii) to Preparing the annual budget,
 - (iii) to safeguard property of the society.
 - (iv) to appoint salaried person and decide for amount of salary allowance & terminate them.
 - (v) to implement orders passed in General Body Meeting.
 - (vi) to make subordinate teams for work management.
 - (vii) to do other things, which are in the interest of the society.

20. Manager /supervisor/management agency:

The Management Committee may employ, for the Society, a Manager / Supervisor and the other subordinate workers or a Management Agency on such terms as determined by the Management Committee to perform such duties and services as the Management Committee may authorize. The Management Committee may, by an Ordinary Resolution, remove, dismiss, or suspend any employee of the Society.

21. Vacancies:

The vacancies in the Management Committee caused by any reason shall be filled by the vote of majority of the remaining members of the Management Committee, even though they may constitute less than a quorum, and each person so elected shall be Member until a successor is elected at the next Annual General Meeting of the Society.

22. Removal of members of management committee:

At any Annual or General Body Meeting duly constituted with required quorum, any one or all the members of the Management Committee may be removed, with or without cause, by a Special Resolution and successors may, then and there, be elected to fill the vacancy thus created by Special Resolution. Any Management Committee member, whose removal has been proposed by the

Apartment Owners, shall be given an opportunity to be heard at the Meeting. A person so removed shall not be eligible to stand for election to the Management Committee for a period of two years.

23. Organization of meetings of management committee:

The first Meeting of a newly elected Management Committee shall be held within thirty days of election at such place as shall be fixed by the President at the meeting at which such members were elected and no notice shall be necessary to the newly elected Members, in order to legally constitute such meeting, provided a majority of the members of the Management Committee shall be present.

24. Regular meetings of management committee:

Regular Meetings of the Management Committee may be held at least once in a month on such date at such time and place as may be decided by the president. Notice of regular meetings of the Management Committee shall be given to each member personally or by mail or Registered A.D. at least seven clear days prior to the day fixed for such meetings. The notice shall also be displayed on the Notice Board of the Society at least seven days prior to the meeting. The Secretary shall maintain the minutes of meetings. The quorum of the meeting shall be more than half of the total number of members of management committee. In the absence of quorum, the meeting shall be adjourned, which will be held on the next day at the scheduled place and time. Fulfillment of quorum is not required for such meeting but the agenda for the meeting cannot be changed. For any such adjourned meeting, attendance of at least two office bearer of Management Committee is compulsory. It is mandatory that the proceedings/actions of such meeting are confirmed in forthcoming general meeting. The minutes shall be signed by the President and Secretary and other members present in the meeting.

25. Special meetings of management committee:

Special Meetings of the Management Committee may be called by the President with prior notice to each committee member, given personally or by mail or Registered A.D. and such notice shall state date, time, place and purpose of meeting. The period of notice for such a meeting shall be decided by the President depending upon the urgency of the matter to be discussed at such meeting.

26. Emergency meetings of the management committee:

Emergency meetings of the Management Committee may be convened by the President or the Secretary without notice by giving satisfactory reason for convening the meeting. All decisions of the Emergency meeting shall be ratified in a Special Meeting convened for the purpose within ten days of the Emergency Meeting, failing which the decision taken at Emergency meeting shall stand *void ab initio*.

27. Waiver of notice:

Before, or at any meeting of the Management Committee, any committee Member, may in writing, waive requirement of notice of such meetings, and such waiver shall be deemed equivalent to the giving of such notice to such Member. Attendance by a committee Member at any meeting of the Management Committee shall be waiver of notice by him of the time and place thereof. If all the 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.

28. Resignation:

An elected Office bearer and Management Committee member may resign at any time by sending a letter of resignation to the President or in his absence to the Secretary of the Society, but the resignation shall take effect from the date of acceptance by the Managing Committee or one month from tendering resignation, whichever is earlier.

29. Obligations of the members:

- (a) The code of conduct is designed with keeping the common interest of owners/residents in mind with the following objectives:-
 - (i) to ensure a safe and secure living environment for the Residents;
 - (ii) to ensure comfortable and peaceful living for the Residents by ensuring that the amenities and common facilities are in good shape and available to all;
 - (iii) to facilitate residents in enjoying the benefits of well connected living ;
- (b) In addition to following code of conduct, the Society may issue additional guidelines in line with the above objectives. It is the responsibility of the Apartment Owners to ensure that these are communicated to the Residents in their Apartment and are complied with.
- (c) Every Member and Resident shall abide by the bye-laws of the Society and follow all resolutions/decisions of the General Body, as conveyed through the Management Committee.
- (d) Every Apartment Owner shall pay monthly maintenance charges as fixed by the Management Committee by its due date.
- (e) Every Apartment Owner shall be liable to pay interest @18% per annum for delay in payment of any amount due and payable to the Society.
- (f) Every Apartment Owner who lets his/her/their apartment for occupation by other on lease, tenancy, mortgagee, or otherwise, shall include in the relevant Agreement, a clause as approved by the Society, binding the occupant to pay, in proper time, the monthly maintenance assessments directly to the Society. A copy of the said Agreement, along with an undertaking by the occupant to abide strictly by the bye-laws of the Society, and to make payment

in full, and in time, all maintenance assessment as raised, shall be submitted to the Society before occupation of the Apartment. However, this shall not absolve the Apartment 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, the Apartment Owner shall make all payment as raised by the Management Committee.

- (g) Every Apartment Owner shall perform promptly all maintenance and repair work within his own Apartment, which if omitted might affect the Building in entirety, or a part belonging to other Apartment Owners, for which defaulting Apartment Owner shall responsible for damages and liabilities arising out of his default. In doing so he/she/they shall not make any alteration, or modification which may affect the facade or the main structure of the buildings in the Project or the common walls or floors between two units.
- (h) Every Apartment Owner shall bear the cost of all repairs of the internal installations in his/ her/their Apartments, such as water, light, gas, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the Apartment.
- (i) Every Apartment Owner/Resident shall fully, and without delay, reimburse the Society for any expenditure in repairing or replacing any damages to the Project including the Common Areas and Facilities of the Project caused through his/her/their fault.
- (j) Every Apartment Owner/Resident shall permit the Members of the Management Committee or any person authorised 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 such entry at that time is convenient to the Apartment Owner. In case of an emergency such right of entry shall be immediate and without notice.
- (k) Every Apartment Owner/Resident shall ensure that the Apartment is not used for any purpose other than residential, except with the express, written permission of the Management Committee and that other spaces allotted to him/her/them are utilised only for the specified purposes for which the allotments are made. No Apartment Owner/Resident shall use any part of the Premises for any commercial purpose whatsoever.
- (l) Every Apartment Owner/Resident shall ensure that his/her/their children play only at places allotted, if any, for the same.
- (m) Every Owner/Resident shall ensure that the building in Project and the Common Areas and Facilities of the Project are kept clean and tidy in all respects and that garbage or trash is thrown only in the disposal installations provided for such purposes.

- (n) Every Apartment Owner/Resident shall ensure that the rights and privileges of other Apartment Owners are respected and that no inconvenience is caused to them in any manner.
- (o) Only one family (plus domestic servant) may occupy one apartment. Subletting or sharing an apartment, whether for monetary benefit or otherwise is not permitted.
- (p) Servant's families are not to be permitted to share the apartment. Only one servant can stay in the Apartment.
- (q) Every Apartment Owner/Resident shall ensure that the staff employed by him/her/them bear a good character and shall be responsible for their behaviour and actions while he/she is in his /her / their service.
- (r) Every Apartment Owner/Resident shall use the lifts in such a manner as not to damage them in any way.
- (s) Every Apartment Owner/Resident shall exercise due care about making any kind of noise or use of any musical instruments, radios, television sets, amplifiers, etc. that may disturb others. Residents keeping domestic animals or other pets shall abide by the Municipal Sanitary bye-laws or Regulations. Management Committee may issue additional guidelines to restrict the hours for the activities that cause noise and disturbance to the residents.
- (t) Every Apartment Owner shall furnish relevant particulars of any person/ persons other than the Apartment Owner 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.
- (u) Every Apartment owner should inform the Society 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 of Rs. 3000/- per occasion will be levied to cover the repairs for minor damages in common area, additional security and housekeeping efforts put in by the Society. The Apartment Owner/Resident should take adequate care that no damage is done to lifts or any other common area due to this movement. The cost of repairing any major damages, at the discretion of Management Committee, will be charged to the Owner's account.
- (v) No Apartment Owner shall sell, or otherwise transfer his / her / their Apartment to anyone without prior notice to the Society and/or without paying in full all amounts due to the Society and obtaining a "No dues certificate" from the Society. Any default in this regard will result in the transferee being denied any or all of the services rendered by the Society including the supply of services that require upkeep and maintenance on a regular basis, unless the transferee undertakes in writing to pay all the dues and does so before occupation of the Apartment.

- (w) No Apartment Owner shall make any structural or other modifications which may alter the facade of the building in any manner, whatsoever, save and except grills, which may be provided as a measure of safety, but only as per design provided by the Developer.
- (x) No Apartment 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.
- (y) No Apartment Owner/Resident shall use any portion of the common area of the Project 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 given back in the same condition as it was taken, and the cost of cleaning the premises, or repairing damages if any, shall be borne by such user.
- (z) No Apartment Owner/Resident shall park his/her/their car or two wheeler except at the place allotted to him/her/them.
- (aa) No Apartment Owner/Resident shall install any machinery, or equipment, like generators, etc. in the common areas of the Project, especially in the lobbies or under staircase that makes a noise, or causes disturbances to other residents, in any way.
- (bb) No Apartment Owner/Resident shall put up any hoarding, advertisement, notice, or poster of any kind, in or on the building, except as authorised by the Management Committee.
- (cc) No Apartment Owner/Resident shall hang garments, rugs, etc. from the windows, balconies, parapets, or from any of the facades of the Building as this is strictly prohibited. Further, no Apartment Owner/Resident shall dust rugs in any manner on the windows, balconies or on the Common Areas and Facilities in the Project, including the lobbies and landings.
- (dd) No Apartment Owner/Resident shall install wiring for electrical, telephone, or fax machines, television antennae, air-conditioning units, or machines on the exterior of the building, which protrudes through, or above the walls or roof, except as authorised by the Management Committee.
- (ee) No Apartment Owner /Resident shall engage any staff of the Society for any personal work without the sanction of the Management Committee.
- (ff) No Apartment Owner/Resident or any person connected with him/her/them, shall cause any damage, whatsoever, to any asset of the Society. In the event of so doing, the full cost of repairing/replacement of such damage shall be borne by the Apartment Owner/Resident.

- (gg) No Apartment Owner/Resident shall use the Common Areas and Facilities in the Project, purpose which may hurt the sentiments, or feelings of any of the Residents. The decision of the Management Committee shall be final in any case of difference of opinion.
- (hh) No Apartment Owner/Resident shall object to any work being undertaken by the Management Committee which is in the common interest of all the Apartment Owners, even if such work may cause some inconvenience to him/her/them.
- (ii) No Apartment Owner/Resident shall, under any circumstances, threaten, abuse, reprimand, assault or in any way take up with the staff employed by the Society, but may report any misbehaviour, or neglect of duty by them to the Management Committee.
- (jj) The Management Committee may request the Apartment Owners/Residents to desist from keeping a pet if there are reasonable complaints from the Residents against it. Dogs should always be on a leash while using the Common Areas and Facilities of the Project. The pets should be immunized regularly, and the reports should be given to the manager of the building or the Management Committee.
- (kk) In case of inter apartment seepage/ leakages, except due to inherent defect arising during the construction of the building, the Management Committee shall fix the responsibility, in consultation with the concerned apartment owner, who shall be responsible to repair the same and the decision of the Management Committee shall be final and binding on the owner/ s concerned.
- (li) Non-payment of dues to the Society for two months or over shall constitute just and sufficient reasons, for the Management Committee to deny the use of any, or all, of the facilities and services, offered to its Members, Provided that due notice in writing, which shall not be less than fifteen days, is given to the Defaulting Member. The Notice shall be sent by Registered Post. In the event of the registered letter not being accepted by the Defaulting Member, the Notice shall be affixed to the main door of his/her/ their Apartment, and also put up on the Notice Board of the Society for the information of its Members. On expiry of fifteen days from the date the Notice is posted on the door of the defaulting Member's Apartment, the Society shall be entitled to initiate action for withdrawing its services to the Defaulting Member.
- (mm) In the event of default in payment of dues to the Society for three months, or more, the Society shall have the right to initiate appropriate legal action to recover the dues against such defaulting member in accordance with law, the Society may out of its discretion deduct such dues, from any Deposits made by the Defaulting Member and shall be held by the Society along with the penal interest that may be fixed by the Society.

30. Termination of Membership:

The Management Committee may terminate the membership of any member in case of,-

- (a) Any action(s) by any Member and/or its agent which are against the larger interest of Society; or
- (b) Non-payment of amount due towards the Society/service agency/service company for a continuous period of three months by any Member; or
- (c) Found guilty of any criminal offence; or
- (d) Any other misconduct which is considered to be against the interest of other Members or Sabotages, damages the common area, property or the Unit of any other Member(s).

31. Income:

Funds may be raised by the Society in all or any of the following ways:-

- (a) By Membership Fees and Transfer Fees.
- (b) By contribution and donation from the Apartment Owners.

32. Investment:

The Society may invest, or deposit its funds in any one or more of the following:

- (a) In any of the securities specified in section 20 of the Indian Trust Act, 1882;
- (b) In any Public Sector Bank, or Government Financial Institution; or
- (c) In any banking company, or institution, approved for this purpose by the General Body.

33. Accounts:

- (a) The Treasurer shall keep proper books of accounts of all income and expenditure of the Society and shall prepare income and expenditure account and balance sheet as on 31st day of March every succeeding English Calendar Year.
- (b) The accounts of every year shall be audited by a firm of Chartered Accountants.
- (c) Open one or more bank accounts/s in any nationalised or scheduled banks in the name of the Society. The Bank accounts shall be operated jointly by the President and the Secretary of the Society.

34. Publication of accounts and reports:

The financial year of the Society shall be from 1st of April to 31st of March. A copy of the last financial statement and the report of the Auditor, if any, shall be kept in a conspicuous place in the Office of the Society.

35. Notice to society:

- (a) An Apartment Owner, who mortgages his Apartment, shall notify the Management Committee through its Secretary, the name and the address of the

party to whom the Apartment has been mortgaged and the Secretary shall maintain all such information in a book of "Mortgages of Apartments".

- (b) An Apartment Owner shall notify in writing to the Society of his intention before he conducts a Sale, Lease or mortgage Agreement in respect of his Apartment and in such case he shall pay all the unpaid assessment of the Society including interest, if any, on such outstanding balance. In case of a default, all such outstanding amounts will automatically devolve upon the buyer or the new lessee.
- (c) Without an explicit written NOC from the Management Committee no such transaction as referred in clause (b) above is to be taken up. Any violation of this shall be treated as null and void.
- (d) The Society will have first lien over the rent payable or over the sale proceeds in the event of any default by any Member in paying the dues. The mortgager shall pay all dues to the Society before affecting the mortgage, failing which, the services of the Society shall not be made available to the mortgagee.

36. Seal of the society:

The Society shall have a common seal which shall be in the custody of the Secretary and shall be used only under the authority of the resolution of the Management Committee and every Deed or Instrument to which the seal is affixed shall be attested, for and on behalf of the Society, by two Members of the Management Committee and Secretary or any other person authorized by the Society in that behalf. A chronological record of use of the seal shall be maintained in a register kept for the purpose.

37. Regulations, rules and administrative procedure:

The Society shall frame rules, regulations and procedures for the administration of Apartments, Common Areas and Facilities of the Project as well as frame guidelines of restrictions and measures designed to prevent the unreasonable and improper use of Common Areas and Facilities of the Project which will interfere with the peaceful occupation of units by respective Owners / Residents conducive to day to day living environment. Such measures / restrictions shall be implemented within a reasonable time.

38. Amendment of byelaws:

These Byelaws may be amended by the Society in a duly constituted Extra Ordinary General Meeting by way of Extra Ordinary Resolution for such purpose. Such amendment shall be sent to the Registrar as per the provisions of the Rajasthan Society Registration Act, 1958.

39. Election of management committee:

- (i) The Election of management committee of the society for two years shall be done by General Meeting.

- (ii) Election shall be done by secrete ballot paper.
- (iii) The election officer shall be appointed by the management committee.

Annexure-A

List of reserved matters to be decided in Extra Ordinary General Body Meeting

- (a) To amend the Bye-Laws of Society.
- (b) Decision relating to appointment of Maintenance Agency/Service Company and termination of agreement with such Maintenance Agency/Service Company.
- (c) Decision regarding dissolution of the Society.
- (d) Any decision regarding the funds i.e. Interest Free Maintenance Security Deposit (IFMD) and Escrow Corpus.

Annexure-B

Common areas and facilities of the project

(These are Illustrative and actual common area and facilities shall be mentioned hereunder)

- (a) the land on which said Property is located;
- (b) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire-escapes, entrances and exits of the building;
- (c) the basements, cellars, yards, gardens, parking areas and storage spaces;
- (d) the premises for the lodging of janitors or persons employed for the management of the property;
- (e) installations of central services, such as power, light, gas and incinerating;
- (f) the elevators, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use;
- (g) Drainage and sewerage.
- (h) All electrical wiring, meters and fittings excluding only those as are installed within the exclusive area of any apartment/or exclusively reserved for any specific apartment or part or potion or wing of the said building.
- (i) Urinals and toilets constructed and earmark for common use.
- (j) Water pipes and other common plumbing installations from submersible pump to the underground and overhead water tanks and from overhead water tanks to the common toilets and common water connections.
- (k) Submersible pump or pumps with control panel.
- (l) Lights, Electric fittings, installed for common purposes.
- (m) Fire fighting equipment and pipes.

- We, undersigned being three of the members of the Governing Board of the Society certified that the above is a correct copy of the Rules and Regulations of the said Society.

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Joint Secretary to the Government.