

**THE WEST BENGAL APARTMENT OWNERSHIP BYE LAWS, 1974,
WITH RESPECT TO
KAMAL RESIDENCY APARTMENT OWNER'S ASSOCIATION
KOLKATA – 700103.**

NOTIFICATION

No.1505-HIV, dated 23rd November, 1974, - In exercise of the power conferred by sub-section (1) of section 13 of the West Bengal Apartment Ownership Act, 1972 (West Ben. Act XVI of 1972), the Competent Authority hereby, makes, with the prior approval of the State Government, the following bye-laws, namely-

CHAPTER I

PRELIMINARY

1. Short title, commencement and application,-

(1) These bye-laws may be called the West Bengal Apartment Ownership Bye-laws, 1974.

(2) These bye-laws shall come into force on the date of their publication in the "Calcutta Gazette".

(3) These bye-laws shall apply to all the properties submitted by the owners thereof to the provisions of the West Bengal Apartment Ownership Act, 1972 (West Ben. Act XVI of 1972).

2. Definitions.-

(1) In these bye-laws, unless the context otherwise requires –

a) "The Act" means the West Bengal Apartment Ownership Act, 1972 (West Ben. Act XVI of 1972) ;

b) "Apartment Owner" means the person owning or deemed to be owning an apartment under the Act situated within the *different cores of* buildings namely **Violet, Indigo, Blue, Green, Yellow, Orange and Red** at **KAMAL RESIDENCY**, 1190, Sonarpur Station Road, Green Park, Police Station- Sonarpur, District-South 24 Parganas, Kolkata-700103.

c) "Appointed day" means the day on which these byelaws come into force;

d) "Association" means *the* Association of Apartment Owners of "**KAMAL RESIDENCY APARTMENT OWNER'S ASSOCIATION**, 1190, Sonarpur Station Road, Kolkata-700103".

e) "Board" means *the* Board of Managers of *the* Association of Apartment Owners;

f) "Financial Year" means the year commencing on the first day of April and ending on thirty first day of March;

g) "Form" means a form appended to these bye-laws;

h) "Member" means *the* member of an Association;

i) "Associate member" means a tenant of the apartment owner member of the association or a non member co-owner of an apartment or duly nominated proxy vide clause-3 (4). One Association member can nominate one person only as Associate member.

- j) "President" means the President of Board, and also of an Association;
- k) "Property" means property submitted to the provisions of the Act under Section 2 and
- l) "Section" means a section of the Act.

(2) All expressions used but not defined in these bye-laws and defined in the act shall have the same meanings as have been respectively assigned to them in the Act.

CHAPTER II

FORMATION OF ASSOCIATION OF APARTMENT OWNERS

3. Formation of the Association:

- (1) (a) There shall be, in respect of each property, an Association, and each apartment owner of such property shall be a member of such Association;
(b) where an apartment owner transfers his apartment by sale or leases out the same he shall cease to be a member of the Association concerned from the date of the sale or lease, as the case may be, and the purchaser or lessee, on his notifying the purchase or lease (by obtaining Form - C) to the Board concerned becomes immediately a member of the said Association in place of the transferor.
(c) Where more persons than one jointly own an apartment, such persons shall nominate one of themselves to be a member of the Association concerned, and immediately send intimation in respect thereof of the Board concerned.
- (2) Within forty-five days from the appointed day or from the date of submission of the property concerned to the provisions of the Act, whichever is later, or within such further period as the Competent Authority may, on application made to it or of its own motion, allow, the apartment owners of each property, owned by four or more apartment owners, shall in a general meeting to be held on such date and at such time and place as may be convenient to all such owners and to be presided over by an apartment owner chosen by the apartment owners present in such meeting, from an Association under some specific name and style, and the apartment owner presiding over such meeting shall immediately communicate the formation of such an Association along with the names of the members thereof, in Form No.1 to the Competent Authority which shall register the Association under a serial number, and cause the means of the members thereof to be entered in the book kept in its office for the purpose.

Explanation- For the purpose of this clause, a person owning more than one apartment shall be deemed to be one Apartment Owner.

(3) **ELECTION PROCEDURE:**

3.1 Only owner Members who are personally residing in Kamal Residency (one Member in case of joint ownership) and who have cleared dues towards the Association up to the period as decided by the board of management excluding Power of Attorney holders, shall be eligible for contesting the elections to the Board of Management. The election will be held core-wise to elect one manager

from each core except Orange Block which shall have TWO representatives. The eligible voters of a particular core/block shall vote for the election in that core/block only. However, if there is a tie, the case will be referred to the general body and it will be decided upon through a general election among the voting members [vide clause 3(4)] of the association.

- 3.2 An independent presiding officer shall be nominated by the Board of Management (ad-hoc Committee in the case of first election) to oversee and supervise the election process and ensure that the elections are free and fair. The presiding officer shall submit his/her report to the Members after completing the election process. The presiding officer shall be appointed from amongst the Associate Members of the Association.
- 3.3 After completion of 1 year, the existing Committee will be dissolved and new Committee will be elected. The existing Committee shall cause elections to be conducted at least 2 months in advance of completion of their term. They shall also ensure that the new Committee is properly constituted and then hand over all matters to the new Committee smoothly. One month of transition period will be ensured by the outgoing Committee.
- 3.4 The President shall issue the notification for election before the expiry of tenure of the Board of Management and invite nominations from eligible members for various posts.
- 3.5 The notice for the election shall be served at least thirty days in advance of the election date.
- 3.6 The Presiding Officer and/or the Returning Officer nominated by the Committee shall conduct the elections and shall be responsible for smooth and fair conduct of elections.
- 3.7 The election shall be held by secret ballot.
- 3.8 The proposed schedule for the elections to the posts in the Board of Management is given below as a guide line for the Presiding Officer:
 - D-30 Issue of Election Notification
 - D-29 Calling for names of Presiding Officer, Returning Officer and Election Volunteers
 - D-27 Receipt of names of Presiding Officer, Returning Officer and Election Volunteers
 - D-25 to D-20 Display of Voters List
 - D-20 to D-15 Issue of Nomination Forms
 - D-14 to D-11 Receipt of Nomination Forms
 - D-10 Display of Scrutinized List of Nominations
 - D-8 Withdrawal of Nominations
 - D-7 Display of Final List of Contestants
 - D-Day Elections, counting of votes, Compiling and Declaration of Results by Returning Officer, Sealing of Ballot Papers. These Papers shall be preserved for a period of two years or till the next election is held, whichever is earlier
- 3.9 Elections shall be held preferably by the 2nd week of February but not later than 1st week of March in every year.

3.10 *The process of formally handing over/taking over of charge will be completed within four (4) week of formal declaration of results. The first meeting of the newly elected Board of Management shall be held immediately after the handing over/taking over is complete. (One month of transfer time will ensure all data is transferred to the new committee)*

(4) VOTING RIGHTS:

Only one Member or his/her duly nominated proxy, from each apartment, shall be eligible for voting, provided his/her age is not less than 18 years and all the dues of the Association have been paid up to the period as decided by the Board of Management and the member is not otherwise debarred from membership for any reason. Tenants or Associate Members will not have any voting rights. However an owner Member may appoint his tenant -an Associate Member, as his proxy to attend and vote in the General Body Meetings on his/her behalf, on the laid down pro-forma, after getting his signatures attested by his bank/ a gazetted officer/notary public/ any association member residing in Kamal Residency. Proxy forms will be sent to members along with the notice for the General Body Meetings and will need to be deposited back with the Presiding Officer/ General Secretary at least one hour prior to the meeting and in case of elections at least 48 hours prior to the election by those voting Members who wish to nominate a proxy to attend the meeting and vote on their behalf. Any resident may be nominated as a proxy but one person may act as a proxy for only one member. In the case of jointly held properties or company held properties, members other than the primary voting members of that property, may be nominated as a proxy by an owner member of another apartment in the association.

4. Powers and functions of an Association.-

- (1) The final authority of an Association shall vest in the general meeting of the members, which shall administer the property concerned in accordance with the Act and these bye-laws and exercise general supervision over the affairs and business of the Association and, in particular, over the activities of the Board. *Apart from the voting members, the general meeting can be attended by those associate members who have duly obtained the proxy voting right as per clause 3(4), in case of absence of the corresponding member. Other category of associate members may only attend the meeting to watch the proceedings, however they cannot take part in any decision making process.*
- (2) The functions of an Association shall be –
- (i) To raise funds for the Association as provided for in the Act and these bye-laws;
 - (ii) To provide for maintenance, repair and replacement of the common areas and facilities of the property and payments thereof,
 - (iii) To provide for proper maintenance of accounts;
 - (iv) To provide for and do any other thing for the administration of the property.

- (3) The annual general meeting of the Association shall be held in the month of February each year.
- (4) The business of the annual general meeting of an Association shall be –
 - (a) To consider the annual report of the Board.
 - (b) To consider the audit report and the audited annual financial statement of accounts;
 - (c) To consider and approve the annual budget for the next financial year, including –
 - (i) Determination and assessment of yearly contribution to be made in the next financial year by each apartment owner towards common expenses.
 - (d) To elect Managers of the Board from among the apartment owner **members** to fill up vacancies.
 - (e) To transact any other business that may be laid before the meeting by the Board or be considered by the annual general meeting to be necessary for the administration of the property.
- (5) On requisition of two-thirds members of an Association or of the Board or as required under these bye-laws, special general meeting of such an Association may be held as often as may be necessary to consider all or any of the subjects specified to be the business of the annual general meeting and any other business of general importance in the interest of the Association and within the scope of the act and these bye-laws.
- (6) A notice of a general meeting including an annual general meeting stating the place, date and hour of the meeting together with a list of business to be transacted thereat, shall be sent to every member at least seven clear days before the date of the meeting and no business other than those mentioned in the said list shall be transacted at such meeting.
- (7) The general meeting shall be presided over by the President and, in his absence, by a member to be chosen by the members present in such meeting.
- (8) Subject to the minimum of three, the quorum for a general meeting shall be one third of the total number of the members.
- (9)
 - (a) **All questions which may come up before any general meeting shall be decided by a majority of the members or their duly nominated proxy present and voting, and in the event of equality of votes, the President or, in his/her absence, the member presiding shall have and exercise a second or casting vote. Voting shall be by show of hands. Every decision shall be taken in the form of resolution and the decision of the general meeting shall be binding on the Board and all the members of the association.**
 - (b) Votes shall be cast in person.
- (10) If within half an hour from the time appointed for the meeting there is no quorum, the meeting shall stand adjourned ordinarily to the same day on the next week to be held at the same place and time and the fact of the adjournment shall be notified at the office of the Association or at any other conspicuous place within the compound of the apartment building or estate; provided that no quorum shall be necessary at an adjourned meeting.

- (11) **The** Association shall cause minutes of proceeding of general meeting of the Board of Managers to be recorded in a book kept for the purpose. The minutes are to be drawn up by the Secretary of the Association and shall be duly signed by the person presiding over the meeting, on the termination of the meeting or as early thereafter as possible.
- (12) **The** Association shall observe such other rules or procedure in regard to the transaction of its business in a general meeting as may be determined by its members in consistent with these bye-laws.

CHAPTER III

CONSTITUTION OF A BOARD OF MANAGERS AND ITS FUNCTIONS

5. Constitution of a Board and its Functions

1. There shall be a Board of Managers in respect of *the* Association to carry on and manage the affairs and business of the Association to exercise all such powers of the Association as are not required to be exercised by the Association in a general meeting.
2. The number of Managers of a Board shall be equal to one-third of the number of the apartment owners of the property concerned but in no case it shall be less than three or more than twenty four.

Accordingly, there shall be 16 elected managers, one from each core of Kamal Residency. The elected Board of managers may duly nominate, through majority decision among them 5 other residing residents from members of association as advisor to the board for one year, who may attend and take part in the meetings of the Board during that time period. However the advisors shall not enjoy any voting right in the Board's meeting. The induction of these nominated/co-opted members will be as per the necessity and discretion of board of Managers.

Explanation:

- (a) Where, in a property, a person owns more apartments than one, he shall, for the purpose of this clause, be deemed to be one apartment owner.
 - (b) While computing, for the purpose of this clause, one-third of the number of apartment owners of a property, a fraction exceeding one half shall be deemed to be one whole.
3. Within fifteen days of formation of an Association under clause (2) of bye-law, 3, the apartment owner presiding over the general meeting referred to in the said clause shall serve notice upon each member of such Association fixing therein the date (not before fifteen days from the date of issue of such notice) on which and the time and place at which a special general meeting shall be held for election of the Managers of the Board of such Association by secret ballot in such manner as may be decided at the said meeting.
 4. The service of the notice referred to in clause (3) shall be affected by personal service or through letter sent by registered post.

5. After the Managers of the Board are elected as aforesaid, the Board shall, within ten days of the date of election of its Managers, hold its first meeting and elect its President who shall forthwith forward the names of the President and of the Managers of the Board in Form No.3 to the Competent Authority, which shall cause those names to be entered in the relevant register to be maintained in its office for the purpose.

6. Meeting of a Board

- (1) A Board shall meet at least once a month and shall be presided over by its President and in his/*her* absence, by a Manager to be elected by the Managers present in the meeting.
- (2) (a) *The* Board shall meet on such date, at such time and place and after giving such notice and shall observe such rules or procedure in regard to the transaction of its business at its meeting as may be determined by such Board.
(b) On the written requisition of at least one-third of Managers of the Board at the initiative of the President, special meeting of the Board may be held after serving clear three days' written notice to each Manager, stating therein the date, place, time and purpose of the meeting.
- (3) No business shall be transacted at a meeting of a Board unless there is present at such meeting at least one-third of its Managers, subject to a minimum of two.
- (4) (a) All questions which come up before any meeting of a Board shall be decided by a majority of votes of the Managers present and voting, and in the event of equality of votes, the President and in his/*her* absence the Manager presiding shall have and exercise a second or casting vote.
(b) The minutes of all the meetings of the Board shall be recorded by the Secretary and duly signed by the President or the Manager presiding over the meeting, as the case may be.

7. Retirement of Managers

The number of Managers of the Board who shall retire annually shall be the same as the number of Members constituting the Board.

8. Removal of Managers.-

- (a) A Manager may be removed from office at any special general meeting of the Association, convened on the requisition of the Board, by a vote of the majority of the apartment owners *or their duly nominated proxy holders* present and thereupon a successor shall be elected *from that corresponding core by the eligible voters of that core present* at that meeting. The manager so elected shall remain in office for the residue of the term of the Manager on whose removal he has been elected.
- (b) Any other casual vacancy in the office of any elected Manager by resignation or death shall be filled up by the remaining Managers by co-option of *a Manager from that corresponding core* within six weeks from the date of the vacancy. The Manager so co-opted shall retire at the next annual general meeting and the

vacancy shall be filled up by election of a Manager for the remaining period of the term, if any, of the Manager in whose place the vacancy originally occurred.

9. Disqualifications for being Managers

- (1) Any apartment owner, who fails to pay by the *31st January* in any financial year any installment of his contribution towards the common expenses which may have been assessed by the concerned Association in that financial year, shall not be entitled-
 - (a) To vote at any election of the Managers of the Board concerned and
 - (b) To seek election for the office of the Managers of the Board concerned, till all his arrears are cleared.
- (2) An apartment owner who has not attained the age of 21 years shall not be qualified for election as a Manager.
- (3) An apartment owner, who has been elected as a Manager of the Board and has held office for the full term or for any part of the term as such Manager, shall not be qualified for re-election as a Manager of Board for the next two terms; Provided that the Competent Authority may, for reasons to be recorded in writing, declare such apartment owner to be qualified for such re-election.

10. Powers and Duties of the Board

- (1) Subject to the final authority of the Association in general meeting it shall be the duty of a Board to do all such acts and things and take all such steps as may be necessary and expedient for carrying out the purpose of the act and the bye-laws, and, in particular, it shall be directly responsible for –
 - (i) The care, up-keep, maintenance, repairs and replacement of the common areas and facilities including the limited common areas and facilities of the property concerned, as referred to in subsection (2) of section 13 ;
 - (ii) The collection of money, including arrears, due from each apartment owner on account of monthly assessment made by the Association concerned for payment towards common expenses.
 - (iii) The collection of monthly rents out of the common areas and facilities let out for shopping, commercial or other purposes, as specified in the Declaration submitted under section 2 read with section 10 ;
 - (iv) The proper maintenance of the funds and accounts of the Association concerned, and, if necessary, for the building up of a reserve fund out of the common profits left over after meeting the common expenses ;
 - (v) Securing and furthering the interests of the Association concerned in every possible way;
 - (vi) Hearing and dealing with all complaints
- (2) A Board, subject to any direction of the Association in general meeting, shall –
 - (i) Receive and disburse money, sanction working expenses, ensure regular and day-do-day maintenance of the cash book under the supervision of the Treasurer and make arrangements for daily verification of the cash balance ;

- (ii) Enter the accounts of the Association concerned in proper book timely and regularly, and make provisions for inspection thereof from time to time.
- (iii) Maintain the accounts of the money received and expended for and on behalf of the Association concerned and the accounts of the assets and the liabilities thereof ;
- (iv) Prepare and place before the annual general meeting of the Association an annual report, an audited annual financial statement and annual budget estimate ;
- (v) Prepare all statements, accounts and returns and comply with all other requisitions, as may be made by the auditor for the purpose of auditing the accounts of the Association;
- (vi) Remove and rectify all defects and irregularities pointed out at the audit;
- (vii) Convene a special general meeting of the Association on requisition referred to in clause (5) of bye-laws 4;
- (viii) Convene annual general meeting of the Association in due time.
- (ix) Realise and enforce realisation of all dues of the Association and meet all its liabilities;
- (x) Let our common areas and facilities for earning common profits, settle terms and conditions for such letting out, and revoke and alter such terms and conditions from time to time, as may be necessary ;
- (xi) Enter into all such agreements and make all such arrangements as may be necessary for the proper and effective maintenance, repair and replacement of the common areas and facilities and make payments therefor;
- (xii) Institute, defend, or compound any legal Proceedings for and against the Association or the Property and for any offence of contravention or Breach of any provision of the Act or the bye-laws;
- (xiii) Improve the conditions of general welfare of the Apartment owners, within the scope of the Act and the bye-laws ;
- (xiv) Maintain an up-to-date Register of apartment owners in Form No.4.
- (xv) Perform any other duty or discharge any other function as the Association in general meeting may direct under the Act and the Bye-laws.

II. Election of Officers, Appointment of staff and Removal of Officers

(1) Election of officers

- (a) In addition to the President, the principal officers of an Association shall, in addition to the Secretary, elect a Treasurer and such other officers as may be necessary all of whom including the Secretary shall be elected by and from the Board, and hold office during the pleasure of the Board. **The election of these officers shall be held annually at the first meeting of each Board after the annual retirement of the one-third of the Managers and the election of new Managers in their places. A Manager shall, however, be eligible for being re-elected as President, Secretary or any other officer.**

- (b) The President shall after each election forward the names of the elected officers of the Association with their respective designation in form no.5 to the Competent Authority who shall cause the said names to be recorded in the relevant register to be maintained for the purpose.
- (c) The Managers of a Board including its President, Secretary and Treasurer may be paid honorarium for attending the meetings of the Board or any other business in connection with the affairs of the Association at such rates and under conditions as it may determine from time to time subject to the approval of the *General Body of the* Association.

(2) Appointment of staff

- (a) A Board may appoint other officers and employees to assist it in efficient discharge of its business under the act and these bye-laws. Such officers and employees may be paid such remuneration or allowances as may be determined by the Board.
- (b) A Board shall, subject to the approval of the Association determine the terms and conditions of service of its officers and employees referred to in sub-clause (a).

(3) Removal of officers

- (a) The President, Secretary, Treasurer or any other elected officer of a Board may be removed from such office by vote of not less than two-third of the Managers of the said Board in the meeting that shall be specially convened for the purpose by the President of the said Board on the requisition of at least one-third of the Managers of such Board; Provided that the President or any other officer whose removal has been proposed shall be given an opportunity of being heard at the meeting specially convened for the purpose.
- (b) When an officer has been removed at meeting, the Board shall thereupon at the said meeting elect a new officer in place of the officer removed, from among the existing Managers of the Board, and shall forward the name of the officer so elected, to the Competent Authority for its record.

12. Resignation of Officers

The President, Secretary or any other elected officer may resign his office any time by a notice to the Board. On receipt of the notice, the Board shall as early as possible at a meeting consider the matter and on the resignation being accepted shall forthwith elect another officer from amongst the Managers of the Board in place of one who has resigned.

13. Delegation of powers by a Board

- (1) The President, Secretary, Treasurer and other officers appointed by a Board shall exercise such powers, perform such duties and discharge such functions as may be assigned to them by such Board from time to time.
- (2) Subject to the provisions of the Act and of these byelaws, a Board may delegate such of its powers duties and functions to its President, Secretary or other officers, as it may think fit, in the interest of efficient discharge of its business for the administration of the property, provided that the President shall be the Chief Executive Officer of the Association and shall exercise general control and supervision of the affairs and officers of the Association and the Board.

14. Constitution of Sub-Committee:

- (1) A Board may, from time to time, constitute, if necessary, sub-committees from amongst its Managers and other apartment owners for general or specific purposes to assist it in the efficient discharge of its functions under the Act and the bye-laws.
- (2) The reports or views of the sub-committee shall be received by the Board and considered at its meeting as early as possible for such action as may be thought fit.

15. Office of Board:

A Board may, subject to the approval of the Competent Authority, set up its office at such place or places *within the premises of Kamal Residency* as it may think suitable.

16. Budget and supplementary estimate:

The Board shall, before the 1st day of February each year, cause to be prepared and submitted before the annual general meeting of the Association a budget estimate showing in details anticipated income and expenditure of the Association under different heads in the next financial year, and the annual general meeting of the Association shall consider and approve the budget with such additions, alterations or modifications, if any, as it may deem fit; Provided that in the financial year in which an Association is formed and its Board is constituted, a budget estimate for the year or part of the year, showing in details the anticipated income and expenditure of the Association under different heads including the assessment that may be levied by the Association on its members for payment towards common expenses and other receipts, if any, shall be prepared and submitted by the Board, within thirty days from the date of election of the President, Secretary and Treasurer, before a special meeting of the Association, and the said meeting shall expeditiously consider and approve the budget with such addition, alteration and modification, if any, as it may deem fit; Provided further that the Board may at any time during the year and part of the year for which any budget estimate has been approved, cause a supplementary budget estimate, if necessary, to be prepared and submitted to a general meeting of the Association specially convened for the purpose for approval in the same manner as in the case of an original budget estimate.

CHAPTER IV

ACCOUNTS AND AUDIT

17. Finance, Audit and Accounts:

- (1) Each Association shall have a fund to be called the Apartment Owners' Association Fund to which shall be credited –
 - (a) All the dues of the Association, on account of any assessment or otherwise, collected from its members, or on account of any rent collected from its tenants.
 - (b) Any amount by way of advance, grant, donation, loan or otherwise, received or raised by the Association, and
 - (c) Any other amount due, payable, or made over, to the Association.

- (2) Loans may be raised by an Association subject to the approval of the Competent Authority on such terms and conditions as the Competent Authority may impose.
- (3) An account shall be opened in the State Bank of India or in any Nationalised Bank, in the name of the aforesaid fund and all the money of the said fund shall be deposited in the said bank to the credit of the aforesaid fund and such account shall be operated by the President, *the Secretary* and the Treasurer jointly. *For any withdrawal of money, the signatures of the Treasurer and one among the President and Secretary or both will be necessary.*

Provided that the Treasurer may, for defraying, petty expenses retain such amount of cash in his hands as the Association from time to time decides.

*For the purpose of meeting any emergency situation a maximum amount of Rupees **TEN THOUSAND** only can be spent at a time. This expenditure has to be approved by The Board of Managers at its next meeting. Prior approval of the Board is required for all other expenses.*

- (4) The funds of the Association may be invested to any of the securities specified in section 20 of the Indian Trusts Act, 1882 (2 of 1882) or in any other manner approved by the Competent Authority.
- (5) (a) The accounts of the aforesaid fund shall be maintained in such manner, as may be directed by the Association from time to time, and be audited within three months from the end of each financial year, by an auditor to be appointed by the association. 'An auditor' shall be a practicing Chartered Accountant, without having any conflict of interest.
(b) A copy of the audited accounts of each Association along with the auditor's report thereon shall be expeditiously forwarded to the Competent Authority, and the said Authority shall have the power to issue directions to the Association or the Board from time to time with reference to such report and such directions shall be binding upon the Association and the Board.
- (6) (a) An Association shall, as soon as may be, establish reserve fund out of the common profits, if any;
(b) The reserve fund shall belong to the Association and be indivisible and no member shall have any claim to a share in it ;
(c) The reserve fund may be used for any purpose that may be sanctioned by the two-third majority of the members of the Association, if the Competent Authority so permits;
(d) The reserve fund may be invested in any of the ways referred to in clause (4).

18. Pass Book of Apartment Owners.-

Each apartment owner shall have a separate Pass Book for each year in which the Secretary or Treasurer shall enter –

- (a) The amounts received by him during the year from the apartment owner;
- (b) Amounts of the apartment owner's contribution payable by him for the year towards the common expenses ;

- (c) Amounts payable by the apartment owner for the year on account of assessment made by the Association and on any other account, and

19. Publication of audited Annual Financial Statement.-

- (a) Each Association shall, on or before 31st day of July each year, publish an audited annual financial statement in respect of the preceding financial year describing inter alia-
- (i) The details of its profit and loss account.
 - (ii) Its total receipts and expenditure.
 - (iii) A summary of the details of the property concerned, and
 - (iv) The details of the assets and liabilities of such Association, as they stand at the end of the financial year concerned.
- (b) The audited annual financial statement shall be open to inspection by any member of the Association during office hours and a copy thereof shall be forwarded to the Competent Authority not after than the 15th day of August of each year ;
- (c) Every audited annual financial statement shall be accompanied by complete list of apartment owners of the property concerned.
- (d) A copy of the last audited annual financial statement together with the report of the auditor thereon shall be kept in a conspicuous place in the office of the Association.

CHAPTER V

ASSESSMENT OF COMMON EXPENSES BY ASSOCIATION AND RELAISSATION THEREOF

20. Assessment of the Share of Common Expenses

1. Every apartment owner of the property shall be assessed with such sum, being his share of the common expenses for the year as may be determined by the Association concerned to defray the common expenses which may include an insurance premium and any repair and reconstruction work in case of hurricane, fire earthquake or any other kind of hazard or calamity.
2. The assessment in clause (1) shall be made pro rata according to the value of the apartment unit as specified in the Declaration in pursuance of the provision of clause (g) of sub-section (1) of section 10.
 - 2.1. **Payment of Common Expenses** - The assessed sum on account of common expenses shall be payable in equal monthly installments in advance within 7 days from the beginning of the *current* month or the quarter as the case may be.
 - 2.2. **Manner of payment of common expenses** - Every apartment owner shall pay to the Treasurer the sum payable by him on account of the assessment made upon him by the Association concerned within such period and in such manner as the Association may direct and the Treasurer shall, on receiving such payment, issue receipts in respect thereof.

The treasurer shall be responsible for deposit of all moneys in the bank as referred to in Clause (3) of Bye-laws 17.

23. Preparation and publication of list of defaulters.-

At a meeting of the Board at the end of the payment deadline, the position of realization of the sums assessed on account of common expenses shall be reviewed and a list of the defaulters shall be prepared and published in a conspicuous place of the office of the Board with a notice for payment of the arrears *with interest, as decided by the association from time to time* within fifteen days from the date of the notice.

24. Steps to be taken for realization of Arrears: -

If the arrears be not paid within the period referred to in the bye-laws 23, the next meeting of the Board will consider the case of the defaulters individually and will take such steps for realization *with due interest, at a rate decided by the Association time to time* as may be considered necessary, including the prosecution, of the defaulting apartment owner for non-compliance with, and breach of, the provisions of Act and the bye-laws.

If the payment is not made within 15 days from the date of notice by the said defaulter, the board will be empowered to take necessary steps as it think fit and proper by passing a resolution by the board in the meeting.

CHAPTER VI

OTHER DUTIES AND OBLIGATIONS OF THE APARTMENT OWNERS

25. Duties and Liabilities of the Apartment Owners.-

- (1) Every apartment owner shall, on being directed by the Board, immediately undertake and complete all maintenance and repair work within his own unit, which, if delayed is likely to affect the property concerned, wholly or in part, and he/*she* shall be solely responsible for the damage that his/*her* failure to undertake such work may cause to the said property part thereof and shall also be liable on the said account for payment of damages as may be determined by the Board.
- (2) All the repairs, required to be effected in respect of the doors, connection with, or in relation to water, light, gas, power sewage, televisions, air-conditions, and all other kinds of accessories within the area of such apartment, shall be undertaken at the expenses of the owner of the apartment concerned.
- (3) The owner of an apartment shall reimburse the Association for any expenditure that may have been incurred by it for repairing or replacing anything pertaining to common areas and facilities, such repairing or replacing being required to be affected due to any damage caused by such apartment owner in respect of the common areas and facilities.
- (4) All apartment units, except those specifically meant for non-residential purpose, shall be utilised for residential purpose only and no apartment owner shall utilise them, or any portion thereof except for residential purpose.
- (5) *Every Apartment owner shall incur all the expenses for repairing of and other expenses regarding maintenance of the flat owned by him. Every apartment owner shall proportionately to the area of his/her apartment contribute in future expenses regarding development work and general maintenance of the multi-storied buildings and its' assets as will be fixed by the Association from time to time.*

- (6) *Every Apartment owner covenants to keep his/her flat walls, sewers, drains, pipes and other fitting fixtures and appurtenance belonging thereto, in good working order and condition and in good repair and protect other parts of the said building as also his/her own flat.*
- (7) *Apartment owners shall not use the said flat or any part thereof for any purpose whatsoever other than for residential purpose nor shall use it in such a manner which may cause or likely to cause nuisance or annoyance to the occupants of other flats of the said building or to the owners or occupiers of the adjoining or neighboring properties.*
- (8) *Apartment owners shall not use the said flat for any illegal or immoral purpose or as a restaurant, work shop, godown, mess, hostel, shop, nursing home, clinic, school or home for orphans and destitute or as a Church, Temple, Mosque, etc.*
- (9) *Apartment owners shall not at any time demolish or damage or cause to demolish or damage the said flat or part thereof nor shall he/she at any time make or cause to be made any addition or alteration of whatsoever nature to the said flat or any part thereof without prior permission in writing from the Association. Apartment owners shall not close Verandah, lounges or balconies, nor shall alter the elevation and outside colour scheme of the said building, without the prior permission in writing of the Association. Apartment owners will fix grills at their balcony at their own expense but as per the design prescribed by the project and approved by the Association.*
- (10) *The Apartment owners shall have no claim or right or interest of any nature or kind over or in respect of any open space, lobbies, stair case, lifts, terrace, roofs, except the right to use the same in common with others and the said property shall remain the property of the Association.*
- (11) *If at any time any addition or alteration in or about or relating to the said building area, thereafter, is required to be carried out at the instance of the Association, Government or any statutory body, the same shall be carried out by the Association, the cost of which will be shared by all the Apartments owners of the building equally as per the apportionment to be made by the Association and the same shall be conclusive, final and binding upon the Apartment owners.*
- (12) *The Apartment owners shall not throw or accumulate any dirt, rag, rubbish or other refuse or permit the same to be thrown or allow the same to be accumulated in the said flat or in the compound or any portion of the said building. The apartment owner shall use only gas or electricity or kerosene for cooking in the said flat but in no case shall burn coal, coke and timber in the flat.*
- (13) *The Apartment owners shall not do or cause to be done or permit any act, deed or thing or allow storage of inflammable articles etc. which may render void or voidable any insurance or cause any increase or premium in respect of the said building.*
- (14) *In addition, all apartment owners will abide by the rules and regulation as mentioned in the "Do's & Don't" annexed in this bye-laws.*

26. Board to be notified when structural additions or alterations, etc. of apartment are intended –

- (a) An apartment owner intending to make any structural additions or alterations in his apartment shall notify the Board concerned giving details thereof in writing, and the Board shall, after hearing the apartment owner concerned and making such enquiry as it

may deem fit, either permit or refuse, within thirty days of the receipt of such notice for such additions or alterations. Where no intimation is received from the Board within the aforesaid period, the Board shall be deemed to have permitted structural additions or alterations sought to be made by the apartment owner.

- (b) An apartment owner being aggrieved by the decision of a Board refusing structural additions or alterations in his apartment may, within thirty days from the date of such refusal or within such further period as the Association concerned may permit, appeal to the concerned Association which shall expeditiously dispose of the appeal, provided that no order to the prejudice of an apartment owner shall be made without giving an opportunity of being heard.

27. Encumbrance of apartment to be notified to the Board

An apartment owner who mortgages his apartment or otherwise encumbers it shall immediately notify the Board concerned the name and address of his mortgages or the details of the encumbrance as the case may be.

28. Sale of Apartment to be notified to the Board

An apartment owner who sells or otherwise transfers his apartment shall immediately notify the Board of the fact stating the name of the purchaser or transferee and his address. Similarly the purchaser or transferee of the apartment shall immediately apart from executing and registering an instrument in the form, as provided for in clause (ii) of sub-section (3) of section 4, notify the Board concerned about his ownership or interest, as the case may be, of the apartment in question.

29. Use of Common Areas and Facilities

- (a) The owner or occupier of an apartment shall not place or cause to be placed in the lobbies, vestibules, stair-ways, corridors, elevators and other areas and facilities both common and restricted, any furniture, package or object of any kind, and such areas shall be *used* for no other purpose than for normal transit through them.

30. Right of entry into an Apartment

- (a) The owner or occupier of an apartment and, in his absence, the oldest member of his family present in the apartment shall in case of any emergency originating in or threatening such apartment, grant the right of entry into such apartment to any officer, Manager of the Board concerned or resident of the property concerned to enable him to take immediate suitable steps in the interest of safety, preservation or maintenance of the particular apartment, the neighboring apartments or the entire property concerned.
- (b) The owner or occupier of an apartment shall grant right of entry in the apartment to the owner of any other apartment of the property concerned or his representative for the purpose of installations, alterations or repairs of the common mechanical or electrical services of the property concerned, -
 - (i) In ordinary cases, with sufficient notice and at reasonable time, and
 - (ii) In an emergent case, immediately.

31. Restriction on certain acts

No resident of any apartment of the property shall –

- (a) Post any advertisement or poster of any kind in or on the building comprised in such property without permission of the Board concerned;
- (b) Make any noise or use or play any musical instrument, radio, television or amplifier in such high pitch, or do any work or thing or act or conduct himself in such way, that may reasonably cause irritation, annoyance or disturbance to any other resident or residents ;
- (c) Keep any domestic animal within the property without abiding by the relevant municipal bye-laws and regulations;
- (d) Hang cloths and/or garments protruding from the windows or balconies of his/her apartment with dripping water droplets causing inconvenience to any other resident or residents;
- (e) Throw garbage or refuse outside the dustbins provided within the common service areas;
- (f) Take up wiring for electrical and telephone installation, television antennae, machines or air-conditioning units on the exterior of the property concerned that protrudes through the walls or roof of that building except as authorised by the Board; and
- (g) Arrange any public function in any part of the property, except with the written permission of the Association.

(h) Step to be taken In case of transfer/rent of the flat

- a) If the flat with or without the garage space is proposed to be rented then the flat owner should intimate the Association in advance about their personal details in the prescribed Form available from Association office in duplicate along with photocopies of relevant documents. A particular duly filled in is to be deposited at the Sonarpur Police Station. "Received copy" of the same is to be submitted to the Association office prior to the occupancy of the said tenant.*
- b) The flat(s) can be leased out / rented out only for residential purpose.*
- c) As these flats are for residential purpose, flat owners will be permitted to sell or rent out their flats for residential purpose only after obtaining 'No Dues Certificate' from the Association.*
- d) Garage space owned by a member may be rented out only to another resident member with prior intimation to the Board.*

(i) Issue of Gate Pass for movement of assets

In case of furniture/s or other household items exit, the matter should be informed to Association Office two days in advance and on the basis of permission GATE PASS should be collected.

(j) Steps to be taken in case of domestic pets

- a) Ensure pets are given all required Vaccination/inoculation/booster shots whenever falling due. Copy of proof of the same is to be provided to The Association and it is the responsibility of the Owner to ensure submission of latest information. This information will be made available along with the Owners information on The Association notice board.*

- b) *Pets are not allowed to soil the complex with their excretions. It shall be the sole responsibility of the resident concerned to ensure that the excrement of the pet is removed immediately, and the area restored to its earlier state.*
- c) *In case it is brought to the notice of The Association by any resident/security guard etc that pet(s) are excreting within the complex premises, and the same is not being caused to be cleaned immediately by the resident concerned, a suitable amount shall be levied as "Clean-up Charges" (to be decided by The Association) and this shall be recovered along with maintenance charges due from concerned member in the next bill.*

(k) Booking of Community Hall:

Community Hall will be allowed for private use only by the members, paying a user charge, which will be fixed by the Association, from time to time. The allotment of Hall will be done on a first cum- first serve basis on the submission of written application to the secretary of the Association and advance user charge deposit. However, the Hall may not be allowed for private use if it coincides with any official function of the Association requiring the use of the Hall.

(l) Conducting Social & Cultural Activities:

In reference with Point no. 31 (g) all social and cultural activities for the community are to be approved by the association and the sub-committee formed for that particular purpose/function whatsoever it may be, will be accountable to the association for their activities in all respect.

CHAPTER VII

MISCELLANEOUS

32. These bye-laws are mandatory and breach of any of these bye-laws by any apartment owner is an offence punishable under sub-section (1) of section 16A.

33. Seal of the Association.-

The Association shall have a common seal in its name and style which shall remain in the custody of the Secretary and shall be used only under the authority of the Association and of the Board concerned.

FORM No. 1

[See bye-laws 3(2)]

To

The Competent Authority

Under The West Bengal Apartment Ownership Act, 1972

Sir,

I hereby communicate that in a general meeting duly held on presided over by the undersigned, the Association of apartment owners under the name and style of for our property at..... already submitted to the provisions of the West Bengal Apartment Ownership Act, 1972, has been formed under the byelaws

Framed under the said Act with the following as members thereof:

Name of the member. No. of the apartments in the matter of: building owned by him/her.

(1) Shri/Smt.

(2) Shri/Smt.

(3) Shri/Smt.

(4) Shri/Smt.

and son on

Yours faithfully,

Signature of the apartment

owner presiding over the general meeting.

Date :

Place :

FORM No.3
[See Bye-laws 5(5)]

To,
The Competent Authority
Under The West Bengal Apartment Ownership Act, 1972.

.....

.....

Sir,
In the first meeting of the Board of Managers held today in accordance with the bye-laws framed under the West Bengal Apartment Ownership Act, 1972, I have been duly elected President of the said Board for the Association of the apartment owners in respect of the property at..... and I do hereby forward to you the names of the President and of the Managers of the Board as follows :

(1) Shri/Smt.	President
(2) Shri/Smt.	Manager
(3) Shri/Smt.	Manager
(4) Shri/Smt.	Manager

and so on

Yours faithfully,

Signature of the President

Date :

Place :

Ownership Bye Laws 1974

Annexure – “A”

Guidelines of Good Community Living

With approx 250 flats, Kamal Residency is one of the prestigious residential complexes in Narendrapur. Since a large number of residents would share the common amenities, it is very much essential for all members to follow a set of standards and rules in order to foster the practice of good community living. The residents are to share these rules with their families, friends as well as with the service staff(s) and ensure that all these rules are practiced stringently. They are also monitor and immediately report to the Association for any non-conforming activity or behaviour that they notice.

List of Dos:

- 1. Once inside the complex drive your car slowly. The speed should not exceed 10 kmph. Your driver also needs to maintain the same speed limit.*
- 2. Park your car only in your designated covered car parking space.*
- 3. Even when your car is parked for a very short period of time, ensure that it is not blocking any free passage.*
- 4. Usage of Car parking sticker is mandatory to identify the flat owner's car inside the premises.*
- 5. You should be vigilant while driving the car in the inner roads, as it might be dangerous for the children playing or riding bicycle inside the complex.*
- 6. Ensure that your personal staff (drivers / servants / maids) has been issued with Identity Cards that specifically mentioned your flat details. A part time staff, can carry ID cards bearing all the flat nos. he/she is working in. On disengagement of the services of your personal staff, ensure that his/her ID card is surrendered/corrected in order to reflect the true status.*
- 7. While recruiting new personal staff, please verify past history and collect identity proofs even before engaging them on trial. Submit the prescribed form duly filled and signed and attached with required documents.*
- 8. If you have any complaints regarding any particular driver / servant / maid, then make the resident who has employed him / her aware of this matter.*
- 9. No driver / servant / maid of one resident should be employed by another resident without taking a no objection from the resident for whom he / she is working.*
- 10. Instruct your driver / servant / attendants to cooperate with the security personnel while their bags are being checked.*
- 11. Instruct your driver / servant / maid to keep the common toilets in the utility / service area clean. Ask them to shut off the tap and switch off the lights after use.*
- 12. While getting into the lift, please ensure that people behind you are not left out. Use the lift optimally (as per its capacity) to maximize its upkeep.*
- 13. Allow sick, older people, children and ladies to get in or move out of the lift first.*

14. *Always close the gates of the lift properly after use. Otherwise it may not be available for other user.*
15. *Please introduce your tenant to Association through prescribe form. Also to the Facility Manager so that he/she may be recognised as a bonafied occupant of your apartment for security and billing purpose. Please also follow the Government rules in this regard.*
16. *Ensure that any form of noise or loud music from your flat is not causing inconvenience / disturbance to your neighbours.*
17. *Do not change the colour of the external balcony of your flat since it will change the elevation of the building.*
18. *As a responsible resident be sure about optimal use of resources like water and electricity.*
19. *Extend the drain pipe of air conditioner for proper drainage of AC water to avoid damaging the building, other flat owner's equipments. Attach pipe of sufficient length to drain the AC water.*
20. *Please submit prescribe form at least 7 days prior to the Facilities Manager to get permission of Association to start any fit-outs inside your apartment or before stating to move any furniture etc. into the apartment. Please also instruct our contractor/interior decorator/transporters to abide by the rules of the association to avoid inconvenience on any account.*
21. *Please use drills to fix nails on your walls. Does not use hammer as the walls may develop crack.*
22. *Please keep the lobby and the corridor of your floor clean. Do not obstruct it in any manner as this is a safety requirement for the building.*
23. *At the time of DG supply, restrict your power consumption within the limited load for your flat, otherwise the changeover will trip or burnt off.*
24. *Keep the garbage outside your own door in sealed polythene bags while the housekeeping attendents come to collect in morning. Do not keep any waste materials outside of your main door after the housekeepers collect the garbage for the day.*
25. *Support the service staff to keep your floor's lobby clean.*
26. *While going out on short trips or vacations, please turn off all stopcocks in the toilets and kitchen and switch off the mains of the electricity line. By doing this you can avoid any untoward incident / accident and also stop significant losses that can be caused by any type of leakage that might develop during your absence.*
27. *Turn off the gas supply valve after use and disconnect the gas line before leaving the flat.*
28. *Any unusual observation in the gas or electricity service must be immediately reported to the Facility Manager / Security staff so that you get the services / supports of the related support staff for further investigation or rectification.*
29. *Dry your clothes only inside your own balcony, without hanging them out of the railings so that the look of your building is not distorted.*
30. *Ensure that no modification is carried out in your flat without authorization from*
31. *While using the community hall, please ensure that there is no damage done to floor surfaces, inside and outside walls, electrical systems and sanitary fittings.*

32. *Ensure that your pets are vaccinated and always under control while you take them out for walks or exercise.*
33. *Good conduct by a visitor to your apartment should be your responsibility.*
34. *Any suspected person or suspected item should be immediately brought to the notice of the security personnel.*
35. *Report any suspicious activity to the concerned people. In case of suspicion related to the safety of your surroundings report to the security staff. Matters related to the safety and security of the children of your complex should be reported to their respective parents.*
36. *Be courteous to the staffs of facility management and co-operate with them to carry their duties well.*
37. *When sending any goods or materials out of the premises with domestic help/contractors, please provide them "Material Out Gate Pass" which will be available with the security desk.*
38. *Any damage to the common property incurred by the inhabitants will be chargeable.*

List of Don'ts:

1. *Do not allow children to cycle in the lobby, parking area or in any of the risk areas. This is extremely important not only for the upkeep of the place but also for the safety of the children.*
2. *Do not play any games in the landscaped green area. All will use the dedicated spaces for playing outdoor games.*
3. *Do not let your children to misuse the playing items installed in the playing area / Games Rooms / Gymnasium.*
4. *Do not pluck flowers from the garden.*
5. *Do not throw discarded bottles, rubbish, cigarette-butts or any type of garbage anywhere other than the designated waste bins.*
6. *Do not throw wrappers, foils, food or any other waste or to spit on the roads, walls, landscaped areas, inside the lifts, stairways, corridors and the lobby. You should refrain your private staffs from these activities. It may attract a considerable fine.*
7. *Do not throw or allow anyone to throw anything out of the window or balcony of your flat, no matter how small and light it is.*
8. *Do not put any waste material into the toilet, commode & kitchen sink so as to avoid clogging of the sewerage/pipe line.*
9. *Do not hold up the lift unnecessarily. You can always use the next trip if you are getting delayed due to some reason.*
10. *No raw materials, construction items, by-cycle, pets are allowed in the lift. The lifts are to be used for man carrying only.*
11. *Children without the guidance of their parents should not operate lift.*
12. *Do not drink or allow anyone to drink alcohol in common areas like car park areas, landscape, etc.*

- 13. Do not smoke / allow anyone to smoke in community halls & meeting room.*
- 14. Do not allow your pets to dirty common areas and create any damage to the landscape. Carry an adequate shovel, paper bag and/or plastic bag to clear up any area dirtied by your pet.*
- 15. Do not carry out noisy work inside your flat during silent hours (2pm-4pm & after 7 pm).*
- 16. Do not throw garbage/ litter/ construction materials any where the complex.*
- 17. Do not park cars (including that of your visitors) on any resident's parking space without his / her permission. Also not to park on the drive way. Visitor car will be parked at its defined space only as per the guidance of Security staff.*
- 18. Do not touch any unidentified / unknown object which is lying unattended. Please inform Facility Management or security staff immediately.*
- 19. Do not engage service staff recruited by the Facility Management group for your personal work.*
- 20. Not to hang from or attach to the beams or rafters any articles or machinery which are heavy and likely to affect or endanger or damage the constructions of the building or a part thereof.*
- 21. No cooking will be allowed by the residents, any staff workers or by anybody in the common area, parking area.*
- 22. No games like cricket, football, volleyball or any other sports or other activities will be allowed except in the area earmarked for the same as this may cause damage to the garden, plants, the building or the car parked in the parking spaces.*
- 23. Please do not affix posters or advertisements anywhere in the building/common area.*