

MEMORANDUM
OF
WESTEND HEIGHTS CONDOMINIUM ASSOCIATION

1. **Name** : **Westend Heights Condominium Association**
2. **Regd. Office** : Westend Heights, DLF City, Phase-V, Gurugram.
3. **Jurisdiction** : Gurugram.
4. **Aims & Objects** : The Aims and Objects of the Society are as under:-
 - (i) To be and to act as the Association of Apartment Owners of the group housing building complex called WESTEND HEIGHTS (hereinafter called "complex") who have filed their respective declarations submitting their apartments to the provisions of the Act.
 - (ii) To invest or deposit contributions and other moneys with the Association.
 - (iii) To ensure that the complex is properly managed, maintained and administered in a manner compatible with the standards and expectations of the apartment owners.
 - (iv) To provide for the maintenance, repair and replacement of fittings, fixtures, appurtenances or other property requiring maintenance, repair and replacement comprised in common areas and facilities by contribution made by the apartment owners, and if necessary, by raising loans for that purpose.
 - (v) To work for promotion the spirit of cooperation, unity and fraternity among the residents by organizing on helping in organizing social, cultural and other programs.
 - (vi) To protect and promote the common interests and rights of the residents and to work for the welfare and improvement of colony and its neighboring areas.
 - (vii) To foster a spirit of mutual help and good-will among the inhabitants of the colony in general and the members of the association in particular thereby promoting communal harmony and national integration.
 - (viii) To retain and rent or license if possible suitable portions of the common area to outsiders for commercial purposes against an approved charge and appropriate such income for the objects of the Association or its credit to a reserve fund.

- (ix) To establish and conduct educational, physical, social and recreational activities for the benefit of the apartment owners on its own account or jointly with individuals or institutions.
- (x) To do all things necessary or/ and otherwise provide for the attainment of the objects specified in these bye-laws.
- (xi) To promote a healthy and meaningful social life in the areas of the Association.
- (xii) To undertake such other activities as the Governing Body of the Society/General Body may decide to undertake.
- (xiii) To provide for the maintenance, repair and replacement of the common areas and facilities by contribution by the members of Association.
- (xiv) To engage, employ or hire appropriate staff, workers, legal experts and other professionals attorney, managers and agents for the work in furtherance of the aims and objects of the Association and to pay their wages, salaries, stipends or fees.
- (xv) To collect and spend funds for the aims and objects of the Association.
- (xvi) Without prejudice to the generality of the above objects and for effectively carrying out of the same, the society shall have power to receive, hold and possess any property including securities of any kind and to construct and maintain any building, and to enter into any contract for or in connection with the purposes of the society to raise funds by creating charge over the assets of the society or otherwise for the benefit of the society and to accept the management of any trust or endowment in which the society may be interested.
- (xvii) To get the registration of the society under Income Tax Act and Foreign Contribution (Regulation) Act etc. with the appropriate departments of Central Government for seeking exemptions/benefits available to society.
- (xviii) To open appropriate bank accounts as may be convenient from time to time such as SB Account, Current A/c, Fixed Deposit A/c., Short Term deposit A/c., Locker A/c. for safe deposit with Bank etc. as per resolution of the Governing Body of Society.
- (xix) To do generally all other acts and things as may deem to the society to be convenient and /or conducive to the carrying out of the aims and objects of the society.

5. **CONDITIONS:**

1. That no member of the society shall derive any financial benefits for income/ funds of the Society.
2. That the Society will not sell or dispose off its properties whatsoever in any manner except as per Chapter 9 Section 42 of the Haryana Registration and Regulation of Societies Act, 2012 i.e. "All property movable and immovable, belonging to a society, whether acquired before or after its registration, if not vested in the trustees, shall vest in the society, and any such property may be referred to as the property of such society in any legal proceedings.

Provided that in case society is registered for the purposes of the Haryana Apartment Ownership Act, 1983 (Act 10 of 1983), a housing society registered as a society for the operation, management and maintenance of facilities for the residents or civic amenities of any defined area, the property may vest in the members or their successor-in-interest who have contributed for acquisition of such property."

3. That no Society is registered with similar name and style in Haryana.
4. That the list of duly elected executive/Governing Body members and final account of the Society duly audited by the registered C.A. shall be submitted to the District Registrar, Firms and Societies, Gurugram within 30 days of end of every financial year.
5. That the constitution of the Governing Body, appointed or elected for the first time or thereafter shall be valid on upon approval thereof by the District Registrar and its tenure shall commence from the date of its approval as per Chapter 8 Section 33 clause 5 of the Haryana Registration and Regulation of Societies Act, 2012.
6. That the provisions of the Haryana Registration and Regulation of Societies Act, 2012 shall be duly complied with.
7. The income and property of the Society shall be applied solely towards the promotion of the objects of the Society as set forth in the Memorandum of Association and no portion thereof shall be paid or transferred directly or indirectly to any member of the Society.
8. No member of the Society shall be appointed to any salaried position within the Society, or any office of the Society.
9. The Society by its constitution is required to apply its profit if any, or any other income in promoting its objects.
10. If upon the winding up or dissolution of the Society there remains after satisfaction of all its debts and liabilities and property whatsoever, the same shall

not be paid to or distributed among the members of the society, but shall be given or transferred to some other Institution having objects similar to the objects of the Society to be determined by the members of the Society at or before the time of dissolution.

6. GOVERNING BODY

The names, addresses, occupations of Members of the Governing Body, to whom the management of the Society shall be entrusted, are as follows:-

Sr. No.	Name S/o, D/o, W/o	Address with H. No., Ward No., Telephone No.	Occupation	Designation in Society	Signatures
1	Mr. B. K. Chowla S/o Late Sh. C.P. Chowla	B041, Westend Heights, DLF City, Phase-V, Gurugram	Retire	President	
2	Mr. Rajiv Sant S/o Late Sh. S.P. Sant	C194, Westend Heights, DLF City, Phase-V, Gurugram	Retire	Vice President	
3	Ms. Priti Anand W/o Mr. Pankaj Anand	E203, Westend Heights, DLF City, Phase-V, Gurugram	House Wife	Secretary	
4	Mr. Ashok Tandon S/o Late Sh. Rup Tandon	A141, Westend Heights, DLF City, Phase-V, Gurugram	Service	Treasurer	
5	Mr. Yogender Seth Late Sh. Kedar Nath Seth	B044, Westend Heights, DLF City, Phase-V, Gurugram	Business	Member	
6	Mr. Satish Aggarwal S/o Sh. Shyam Sunder Aggarwal	D152, Westend Heights, DLF City, Phase-V, Gurugram	Service	Member	
7	Mr. Rahil Karanwal S/o Mr. Manmohan Karanwal	D154, Westend Heights, DLF City, Phase-V, Gurugram	Service	Member	
8	Mr. Rohit Choudhary S/o	B093, Westend Heights, DLF	Service	Member	

	Late Dr. Choudhary	City, Phase-V, Gurugram			
9	Mr. Anurag Surana S/o Late Sh. Shersigh Surana	E094, Westend Heights, DLF City, Phase-V, Gurugram	Business	Member	
10	Mr. Yogesh Chandra Sareen So/ Late Sh. Sardari Lal	B063, Westend Heights, DLF City, Phase-V, Gurugram	Retire	Member	

The names, addresses, occupations and designation of the present Governing Body members unanimously elected, to whom the management and affairs of the society has been entrusted, as required under the Haryana Registration & Regulation of Societies Act, 2012 as applicable to the State of Haryana, are as under:-

RULES AND BYE LAWS OF WESTEND HEIGHTS CONDOMINIUM ASSOCIATION

1. **Short title and Application:**

- (i) These Bye-laws may be called the Bye-laws of the Association of Apartment Owners of the “WESTEND HEIGHTS”
- (ii) These Bye-laws shall apply to the members of the Association of Apartment Owners of the WESTEND HEIGHTS and the Housing Complex situated at WESTEND HEIGHTS, DLF CITY, PHASE-V, Gurugram.
- (iii) All present owners, their successors-in-interest, tenants, future tenants or their employees or any other person who may use the facilities of the Housing Complex in any manner shall be bound by these the provisions set forth under these Bye-laws.
- (iii) The acquisition of ownership or on rent of any independent dwelling units (hereinafter referred to as “Dwelling Unit”) of the Complex or act of occupancy of any of the said units will signify that these bye-laws are accepted, ratified and will be complied with.

2. **Definitions:**

Unless otherwise specified, all words and phrases used in these byelaws shall have the same meaning as ascribed to them under the Haryana Registration and Regulation of Societies Act, 2012 and the rules framed there under and the Haryana Apartment Ownership Act, 1983.

3. **Haryana Apartment Ownership Act, 1983**

The housing complex raised at WESTEND HEIGHTS, DLF CITY, PHASE-V, Gurugram and known as the “WESTEND HEIGHTS” is submitted to the provisions of the Act and the rules made there under.

4. **Affiliation**

Should there be any Federation of apartment owners in the city in which the WESTEND HEIGHTS is situated, the Association may become a member thereof and pay the sums from time to time payable to such Federation under the rules thereof.

Chapter II

Membership and the Association of Apartment owners

5. Terms of admission of Members

- (i) Every person who owns an apartment in the WESTEND HEIGHTS shall be a member of the Association. The membership of Association shall be finalized on the basis of allotment letter or possession letter or conveyance deed or apartment deed or as per law before conducting election in the Association. Each member shall pay a sum of **one hundred rupees** as membership fee as and when enrolled as member in the Association. Each Member shall submit the application on prescribed form 10 as per HRRS rule 11 to Association with documents.
- (ii) Each owner, on being a member, shall be allotted his share of the face value in respect of the each of the dwelling units under his ownership. Every apartment owner must hold at least one share of the Association and the Joint owners shall hold the share jointly.
- (iii) Each apartment owner shall receive a copy of the Bye-laws in electronic form for their reference, of which a hard copy may also be supplied on demand.
- (iv) Upon any apartment owner transferring his/ her apartment by way of any will, gift or sale, or an apartment becoming liable to transfer on account of natural inheritance, the successor-in-interest shall become a member of the Association and shall be admitted as a member on payment of the applicable membership fee.

The Association shall permits any such transfer, the seller/ transferor or the buyer / transferee, as mutually settled between the parties, shall be liable to pay a one time transfer fee as decided by the association to the Association.

- (v) On the death of an apartment owner, the apartment shall be transferred to the persons or persons to whom the owner bequeaths the same by his or her nomination or will or to the legal heirs of his or her estate, in case he or she has not made any specific bequest of the apartment:
- (vi) Where any legatee is a minor, the apartment owner shall appoint a guardian of such minor to exercise powers and perform the functions required under these bye-laws.

6. **Joint Apartment Owners**

Where an apartment has been allotted in favour of two or more persons jointly, they may be jointly entitled to the ownership of the apartment and the share of the Association in such case may be issued in their joint names. However, the person whose name stands first in the share certificate shall have the right to vote;

Provided that such person, whose name stands first in the share certificate, may transfer such right of vote to any one of the other joint owners.

7. **Disqualifications**

No apartment owner shall be entitled to vote on the questions of the election of members of the Governing Body or the President, Vice President, Secretary, Treasurer or any other Office Bearer or be entitled to stand for election to such office if he or she is in arrears of any payment to the Association on account of common maintenance charges, utility bill payments, common areas user charges etc. on the first day of the month of the election for more than 60 days.

8. **Powers, Functions and Duties of Association:-**

- (i) The Association will be responsible for complete administration of the common facilities and services of the apartment complex and shall be competent to exercise all powers in this behalf e.g. preparation and approval of the annual budget, determination and collection of monthly contributions from the members, placing demand for any additional contribution occasioned by any unforeseen liability, interacting with all government or semi-government agencies etc. in furtherance of the overall management of the apartment complex in an efficient manner.
- (ii) Except as otherwise provided, resolutions of the Association shall require approval by a majority of owners, present and voting, casting their votes in the manner provided in clauses 17 and 18 of the Bye-laws

9. **Place of meetings –**

Meetings of the Association shall be held either at the Housing Complex or any suitable place convenient to the owners as may from time to time be designated by the Association.

10. **Annual General Meeting**

- (i) The General Body Meeting of the Members of the Association will be held to consider and approve these Bye-laws.
- (ii) The Annual General Body Meeting of the Association shall be held every year any time during the second quarter of the financial year (July to September) so as to consider, approve and adopt the annual accounts of the Association and transact all such business as it may be required to do.

11. **Extra-ordinary or Special General Meetings**

- (i) The Association may hold its Extra-Ordinary or Special General Body Meetings as and when required.

Provided that the President shall convene a special or extraordinary general meeting of the Association upon a requisition signed by 1/10 th of the members, or as & when so directed by the District Registrar of Societies or any other officer duly authorized by them under the relevant statutes in this behalf.

- (ii) The notice of any Special General Body Meeting shall state the date, time and place of such meeting and the agenda there of. Meeting will be conducted only for such specific agenda.

12. **Notice of Meetings**

- (i) A notice of 14 days, indicating the time, date and venue, shall be given to the members for any General Body Meeting.

Provided that such notice may be of a shorter duration if not objected by at least **1/3rd** of the members.

- (ii) The notice of any General Body Meeting sent by electronic mail to the email ID of the members shall be an accepted mode of service of such notice.
- (iii) A copy of the notice of every General Body Meeting, Annual or Special, shall also be endorsed to the office of the District Registrar. A hard copy of the said notice may be sent to the concerned offices of the District Registrar, if these offices are not electronically connected.

13. **Quorum and Voting**

- (i) The quorum for every General Body Meeting, Annual or Special, shall be 40% of the members.
- (ii) There shall be one vote for each apartment, which may be exercised by the joint member on authority of the member.
- (iii) Every vote, be it exercised by the member or by the duly authorized joint member, shall be cast in person.

Provided that the member may communicate such authority in favour of the joint member through electronic mail with a copy thereof duly endorsed to the Secretary of the Association.

14. **Adjourned Meetings. –**

- (i) A General Body Meeting of the Association may be adjourned if the quorum for such meeting is not complete.
- (ii) Provided that in case the meeting of General Body is adjourned for the want of quorum, the quorum for an adjourned General Body Meeting shall not be less than twenty-five percent of the members entitled to vote and present in person. Provided further that in case such meeting is adjourned for a second time for want of reduced quorum of twenty-five percent, the quorum for such adjourned meeting shall be fifteen percent of the members entitled to vote and present in person subject to minimum of four.
- (iii) It shall be competent for the president to convene an adjourned General Body meeting after a gap of not less than 48 hours of the meeting first convened and adjourned.

15. **Order of Business**

The order of Business of any General Body Meeting, Annual or Special, may be decided by the Governing Body or the Members as deemed appropriate.

16. **Special Resolution**

Any matter required to be resolved through a Special Resolution may be decided at any General Body Meeting, Annual or Special, which is attended by at least 40% of the total members and the proposal is approved by 3/5th of the members present and voting.

17. **Inspection of Documents**

Every member shall have the right to inspect the books of accounts, books containing the minutes of proceedings of meetings on any working day during business hours after giving reasonable notice.

Chapter III

Office-bearers of the Association, election and their duties

18. **Office-bearers of the Association, tenure and their Election**

- (i) The office –Bearers of the Association shall consist of a President, a Vice President, a Secretary, a Treasurer and six other Members.
- (ii) The Term of the Governing Body shall be THREE YEARS from the date of approval of its election by the District Registrar.
- (iii) The Governing Body will declare the schedule of Elections and appoint the Returning Officer for conduct of elections and also notify/ display a list of members of the General Body entitled to vote at least 45 days prior to the holding of the General Meeting for conduct of the elections. The Governing Body shall also send notices for holding elections of the Governing Body to all the members, conveying the date, time & the manner. The information w.r.t. holding of election for the Governing Body shall also be sent to the District Registrar to appoint an observer, if he so desire.
- (iv) Any objection qua the list of members of the Society/ Association entitled to vote shall be decided by the Returning Officer in consultation with the office-bearers of the Society/ Association. However, the decision of the Returning Officer shall be final in the event of any difference opinion. The Returning Officer shall, thereafter, invite nominations to be filed within the period prescribed in the schedule of elections, scrutiny and withdrawal of nominations, if any, for election of the office-bearers and the executive members of the Governing Body.

19. **Resignation, Suspension and Removal of Officer-bearers. –**

- (i) An Office-Bearer of the Association may, of his own volition, resign from such position at any time.

Provided that the Governing Body may, if considered unavoidable, require such Office-Bearer to continue to discharge his functions till such time his substitute is duly elected at a general meeting of the Association.

- (ii) In case a majority of the Governing Body express their lack of confidence in any Office-Bearer, for whatsoever reason, they shall be competent to suspend such Office-Bearers from office till such time the matter is considered at the General Body Meeting of the Association for his removal and so resolved.

Provided that the Governing Body shall convene a meeting of the Association of Owners as soon as possible, but not later than 45 days of such decision, to consider the removal of such Office-Bearer.

- (iii) The successor of any Office-Bearer removed from the office shall be elected at the same meeting of the Association.

20. President of the Association

- (i) The President shall be the Chief Executive Officer of the Association and shall preside over all meetings of the Association and of the Governing Body.
- (ii) The President shall have all the general powers and duties which are usually vested in a Chief Executive of an organisation, including but not limited to the powers to constitute sub-committees of members for attending to various tasks in furtherance to the aims and objects of the Association.

21. Vice President

- (i) The Vice President shall perform such functions as are assigned to him by the Governing Body from time to time.
- (iii) Officiate as the President and preside over the meeting of temporary absence of the President.

22. Secretary

- (i) He/She shall be the overall in-charge of the secretarial functions of the Association and the Governing Body;

- (ii) He/She shall issue notices for the meetings of the Association, the Governing Body, record the proceedings of all such meetings and maintain various registers as are required to be maintained in this behalf.
- (i) He/She shall be the custodian of all such books and records of the Association and the Governing Body, as the Governing Body may direct.

23. Treasurer

- (i) He/She shall be responsible for management of the finances and accounts of the Association, receipts and expenditure, bank accounts, maintenance of all books of accounts, investment of surplus funds and audit of the accounts of the Association.
- (ii) He/She shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit of the Association, in such depositories, as may from time to time be decided by the Governing Body.

Chapter IV

Constitution of the Governing Body, its functions and powers

24. Governing Body and its mandate

- (i) The affairs of the Association shall be managed by a 'Governing Body', who shall be elected by the members of the Association for a term of three years, and may be referred to as the 'Board' hereinafter.
- (ii) The Office-Bearers of the Governing Body shall be the Office-Bearers of the Association also.
- (iii) The Governing Body shall act as the trustees of the members of the Association and be responsible for the overall management of the assets of the Association, operation and management of all its common facilities and the housing complex as a whole, and shall exercise all powers as are required to be exercised in the efficient discharge of its functions and responsibilities;
- (iv) The Governing Body shall discharge its functions and duties following the principles of collective responsibility and the designations of any Office Bearers are not meant to create any hierarchy;

- (v) The Governing Body may appoint such sub-committees of members from time to time, as may be considered necessary, with such terms as it may deem appropriate in exercise of powers and discharge of duties for the administration of the affairs of the Association.
 - (vi) The Governing Body may co-opt or appoint such persons as members of any such subcommittee who possess special knowledge of any area to provide any expert assistance to any such committee.
 - (vii) Any sub-committee appointed by the Board, with or without any expert, shall submit its report to the Board, upon which the Governing Body may take such action as deemed appropriate.
25. The Governing Body shall be responsible for preparation of the Annual Accounts and shall present an Annual Report of its activities before the Association in its Annual General Body Meeting.
26. **Duties, functions and powers of the Governing Body**

The Governing Body shall, in addition to the duties and responsibilities assigned under these bye-laws or by resolution of the Association, be responsible for the following, among other things:

- (i) The care, upkeep and surveillance of the apartment complex of the WESTEND HEIGHTS and the common areas and facilities and the restricted common areas and facilities;
- (ii) Determination and collection of the monthly maintenance charges from the apartment owners;
- (iii) Raise bills, receive the amount and deposit the same with the appropriate authority on account of monthly water and electricity bills;
- (iv) Levy and collection of user charges for use of restricted common facilities as may be decided by the Association from time to time;
- (v) Designation, employment, payment of remuneration and dismissal of personnel or service provider(s) necessary for the maintenance and operation of the apartment complex of WESTEND HEIGHTS its common areas and facilities and the restricted common areas and facilities;
- (vi) Provide for the manner in which the accounts of the Association shall be maintained and its audit shall be carried out;

- (vii) Inspect and examine the records and accounts kept by or under the supervision of the Secretary and/or the Treasurer so as to ensure that these are maintained in the manner as prescribed;
- (viii) Take steps for timely payment of all obligations and the recovery of all sums due to the Association;
- (ix) Approve or sanction working expenses, maintenance of cash balance and deal with other miscellaneous business;
- (x) Ensure that the cash book is written promptly and is signed daily by one of the members of the Governing Body authorized in this behalf;
- (xi) Appropriately deal with the complaints concerning the above;
- (xii) Perform all other functions as may be decided, from time to time, by the Association for the maintenance, repair and replacement of the fittings, fixtures, appurtenances or other property requiring maintenance, repair and replacement comprised in common areas and facilities and the restricted common areas and facilities.

27. Restrictions for an office-bearer or member from receiving any benefits

No Office-Bearer or Member of the Association or the Governing Body shall be appointed to any salaried office of the Society, and shall not be paid any fees or remuneration for the services rendered by him;

Provided that the Office-Bearers and/or the members shall be entitled to claim reimbursement of actual travel and out of pocket expenses incurred by them in connection with any work related to the Association, and interest on any money lent to the society for overcoming any temporary requirements.

28. Vacancies in the Governing Body

Any vacancy in the Board, caused by any reason other than the removal of an Office Bearer, may be filled-up by the remaining Office-Bearers of the Governing Body by nomination as an intervening measure, which shall be placed before the Association in its next General Body Meeting for ratification or election of such Office-Bearer.

29. Engagement of Agencies, Service Provider, Estate Manager and other officials

- (i) The Governing Body may engage one or more service providing agencies for performance of such functions or delivery of such services and for such compensation as it may determine for the purpose.
- (ii) The Governing Body may engage or employ individuals, on full-time or part-time basis in the employment of the Association, for a remuneration or compensation as determined by the Board, and performance of such duties and services as may be decided by the Board.
- (iii) The Governing Body may require all or any of the employees of the Association to furnish a fidelity bond.

Chapter V

Meetings of the Governing Body –Notices, Agenda, Quorum, and Proceedings

30. Meetings of the Governing Body

- I. The first meeting of the newly elected Governing Body shall be held within 30 days of such election at such place as shall be fixed by the Board.
- II. The Governing Body may hold its meeting as and when required subject to the condition that it shall meet at least once every quarter and hold a minimum of four meetings in a financial year.

31. Notice for the Meetings of the Governing Body

Every meeting of the Governing Body shall entail a notice of at least three days, circulated in electronic or physical mode, as the case may be, along with the tentative agenda of the business to be transacted at such meeting.

Provided that the notice period may be waived in emergent circumstances if a majority of the Office-Bearers agree to hold the meeting at a shorter notice.

32. Quorum

At least 1/3rd of the members of the Governing Body shall constitute the quorum for any meeting.

33. **Proceedings of Meetings**

- (i) Proceedings of each and every meeting of the Governing Body shall be recorded by the Secretary and signed by the Secretary and the President;
- (ii) The proceedings of meetings, signed by the Secretary and the President, shall be maintained in the form of a register of proceedings;
- (iii) The proceedings may be circulated amongst the Governing Body members by electronic mode and hard copies thereof shall be endorsed to concerned authorities, as required.

Chapter VI

Funds, Accounts and Audit

34. **Funds:** The Association may raise funds through all or any of the following sources, namely: -

- (i) Transfers from the savings available in the Capital Account of the WESTEND HEIGHTS, if any;
- (ii) Membership fee and by issue of shares;
- (iii) Contributions, assessments, user charges and donations from the apartment owners;
- (iv) Revenue Surpluses which may form the nucleus of the Reserve Fund;
- (v) Loans, if necessary, subject to such terms and conditions as the Association may determine with the approval of the Competent Authority in this behalf.

35. **Investments** - The Association may invest or deposit its funds in one or more of the following:-

- (i) In a Nationalised Bank or a Scheduled Bank or a Post-office Savings Account, or
- (ii) In any of the securities specified in Section 20 of the Indian Trust Act, 1982; or

- (iii) In any other manner as resolved by the Association.

36. **Deployment of funds**

The income and property of the Association shall be applied solely towards promotion of the aims and objects of the Association as set forth in the Memorandum of Association and no portion thereof shall be paid or transferred, directly or indirectly, to the members of the Association.

37. **Maintenance of Accounts**

- (i) The Association may open separate bank accounts for separate purposes and maintain proper accounts of credits to and debits from each such account.
- (ii) The Secretary or the Treasurer may keep an amount, in cash at all times with them or with the Manager in order to defray any or all such petty expenses for which payments may not be feasible through bank instruments.
- (iii) All payments in so far as possible shall be made by cheque signed jointly by the President or Vice- President or Secretary or the Treasurer of the Association.
- (iv) The Governing Body shall maintain a pass-book in respect of every member in electronic or physical form containing particulars of the amount due from a member (in respect of common maintenance charges, utility bills, user charges, or any other demand), the payments made, the balance towards or against the member/ Association, as the case may be. Copies of the accounts so maintained shall be made available to the members on demand during the Annual General Body Meeting of the Association or at any stage, for which the Association may or may not determine a fee.

38. **Annual Accounts**

- (i) The Governing Body shall prepare annual accounts of the Association as at the end of a financial year, as soon as possible, but in any case on or before the 30th June of the following year.
- (ii) The Annual Accounts shall contain (a) the receipts and expenditure statement of the previous financial year; (b) surplus or deficit account; and (c) a summary of the property and assets and liabilities of the common areas and facilities of the Association giving such particulars

as will disclose the general nature of these liabilities and assets and how the value of fixed assets has been arrived at.

39. Audit of Accounts

- (i) The Annual Accounts shall be submitted for Audit by a Chartered Accountant engaged by the Board, such Chartered Accountant not being a member of the Association or a close relative of any of the members;
- (ii) The Auditors shall audit the accounts of the Association, with or without any qualifications, and submit their report thereon.
- (iii) The audited financial statement shall be open to inspection by any member of the Association during office hours and in the office of the Association and a copy thereof shall be placed before the Annual General Body Meeting for its approval and adoption not later than 31st of August of the year.
- (iv) Every financial statement shall be accompanied by a complete list of the apartment owners, along with the amount receivable from or payable to the members.
- (v) A copy of the Annual Audited Accounts shall be filed in the office of the District Registrar in the form and manner prescribed under the relevant law.

40. Appointment of Auditor and related matters.

- (i) The Association shall appoint a registered Chartered Accountant or a firm of Chartered Accountants as the auditor at its Annual General Body Meeting along with the determination of the remuneration there for.
- (ii) The Governing Body of Management shall extend full assistance to the Auditor and make all such documents and records available to him as may be required for the same;
- (iii) The Auditor shall conduct the audit of the accounts of the Association in accordance with the accepted Accounting Standards, along with or without any qualifications or advisory to the Association for the proper upkeep of accounts.
- (iv) The auditor shall be entitled to call for and examine any papers or documents belonging to the Association covering the complete scope of activities of the Association.

Chapter VII

Mortgages

41. Notice about Mortgage and related information

- (i) A member, who mortgages his or her dwelling unit in favour of any financial institution, shall notify the Association through its Secretary, the name and address of his or her mortgagees, and the Association shall maintain such information in a book entitled "Mortgagees of Units."
- (ii) The member shall also notify the Association about the status of mortgage of the dwelling unit, and its vacation.
- (iii) The Association may, at the request of the Mortgagee of a unit, report any unpaid assessments or charges due from the owner of such unit.

Chapter VIII

Determination of contributions from Members for Common Maintenance of facilities, user charges and utility payments

42. Members to contribute for Various charges

- (i) The Association shall determine the rates of various charges to be contributed by the members on account of all or any of the following:
 - (a) Charges for the maintenance of common areas and facilities e.g. security, cleaning, garbage disposal, horticulture, electrical and plumbing services, AMCs of various facilities e.g. lifts, Gen-sets etc.;
 - (b) Charges for use of common facilities e.g. Gym, Indoor games, lounge, terrace with lounge, common kitchen area, lawns etc;
 - (c) Utility charges i.e. electricity bills of individual dwelling units (if the power is being supplied to the Association Complex from a HT Connection), water charges etc.;
 - (d) Contribution to the Reserve Fund for meeting major repairs and renovation works required for the common areas of the complex;

- (e) Costs towards payment of insurance premium to cover the risk against various eventualities e.g. fire, earthquakes, calamity, strike by any terrorist action etc;
 - (f) Any taxes or fees or cess payable to the local Municipal Corporation;
 - (g) Any other charges not specifically covered under the above.
- (ii) All expenditure incurred on the maintenance of the common facilities and services of the housing complex shall be recoverable from and payable by the members on a prorated in a uniform manner.

Chapter IX

Obligations of the Apartment Owners

43. Obligation to timely payment of all charges and contributions

Each and every owner of an apartment in the Housing Complex, who is a also member of the Association, shall be under obligation at all times to pay the common maintenance charges and user charges as determined by the Association from time to time and the utility bills in respect of electricity and water consumption without being in arrears.

44. Observance of duties and responsibilities

The apartment owners shall be obliged to observe their duties and obligations as set out herein and any violation of the same shall make them liable to fine and /or for forfeiture of their rights as may be determined by the Association at its meeting or by any special committee appointed by them in this regard.

45. Enforcement of obligations

In case any member is in arrears of payment of his obligations for a period of 60 days or more, the Governing Body shall be competent to take all measures for the recovery of such arrears of the monthly maintenance charges, or monthly utility bills (electricity and related charges) and other user charges, including coercive measures by taking recourse to disconnection of electricity and water supply to the dwelling unit, blocking its sewage outflow, and denial of access to the use of common facilities including the lifts.

46. **Maintenance and repairs of individual dwelling units**

- (i) All repair, renovation and replacement of internal installations within the area of the individual dwelling unit e.g. water, light, gas, power, sewage, telephones, air-conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be carried out by the apartment owner at his own expense;
- (ii) Every apartment owner shall promptly undertake the maintenance and repair work in respect of any installation within his own dwelling unit, which if not attended promptly, may have an adverse effect on the dwelling units of other members or the common areas of the housing complex;
- (iii) Should there be caused any damage or injury to the common areas or facilities in the process of internal works in any apartment, the owner shall either get the same restored to its condition at his own expense or be liable to pay and reimburse the expenditure incurred by the Association on getting such damages repaired.
- (iv) The apartment owner 'A' shall either reimburse and compensate the owner of another apartment 'B' for any damage or injury caused to his (B's) apartment in the process of repairs carried out in his (A's) apartment or get the same repaired at his cost to the satisfaction of the affected owner.
- (v) No apartment owner shall make any structural modifications or alteration in his/her unit or installations located within the apartment without previously notifying the Association in writing, through the Secretary of the Board, and securing prior permission of the Governing Body for such modifications and alterations.

Provided that the elevation and engineering structure of the building will not be changed under any circumstances.

Provided further that any change affecting any other apartment will not be permitted.

- (vi) The Governing Body shall respond to any request received under sub-clause (iii) above at the earliest but not exceeding thirty days. In case no response is received to the contrary within 30 days, it shall be deemed that there is no objection to the proposed modification, alteration or installation.

47. Use of Independent units and liability for violation

- (i) All the apartments/ dwelling units shall be used for residential purposes only as permissible under the regulations of the competent Authority from time to time.
- (ii) Any financial or other liability arising out of violation of the usage condition shall have to be borne by the apartment owner who violates this condition;

48. Use of Common areas and facilities and restricted common areas and facilities.

- (i) No member shall place or cause or allowed to be placed any furniture, packages or objects of any kind in the lobbies, vestibules, stairways, elevators and other areas of WESTEND HEIGHTS and facilities of a similar nature both common and restricted, that may impede or expected to impede the smooth movement of persons or goods or may cause inconvenience to the residents.
- (ii) The common or restricted areas shall not be used for any purpose e.g. storage or construction work, except where specifically authorized by the Association, other than for normal transit and circulation.
- (iii) The WESTEND HEIGHTS Housing Complex has provision for elevators earmarked for the use of apartment owners/ tenants and their guests and elevator earmarked for freight service or auxiliary purposes.
- (iii) Owners, tenants and their workmen shall use the freight or service elevator only for carrying any packages, merchandise or construction material or any such other objects which may effect the comfort or well being of the passengers of the elevators dedicated for the use of owners, occupants and guests. The users shall exercise due care and caution and ensure that no damage or defacing is caused to any of the lifts during the use thereof.

49. Right of access and entry in emergency and normal conditions

- (i) Every apartment owner shall ensure unhindered access to the Manager or any workmen employed by the Governing Body to attend to any emergent situation arising from electrical installations or any such thing which might threaten the safety of his apartment or any other apartment whether in his presence or absence.

- (ii) An owner shall permit other owners or their representative, when so required, to enter his dwelling unit for the purpose of installation, alteration, or repairs to the mechanical or electrical services, provided, that requests for entry are made in advance and that such entry is at a time convenient to the owner; but in case of emergency, such right of entry shall be immediate.

50. Code of Conduct for the apartment owners/ residents

- (i) It shall be the responsibility of every apartment owner/ resident to ensure that:
 - (a) his/ her apartment is not used for any unlawful, illegal, immoral or anti-national activity;
 - (b) the laws, rules and instructions of the police and or any law enforcement agency regarding verification of their tenants and foreign nationals are duly complied with.
- (ii) All the apartment owners and/or residents including the tenants of the WESTEND HEIGHTS Complex and their domestic help, if any, are obliged to maintain at all times a wholesome family environment in the complex.
- (iii) No owner or resident of WESTEND HEIGHTS shall post any advertisement or posters of any kind in or on the building except as authorized by the Association.
- (iv) The apartment owners/ residents may notify the security staff at the gate in advance if they are expecting any guests or any maintenance staff or any other person. The guests, visitors and maintenance workers etc. are required to sign the visitor's register at the entrance gate, failing which entry to the Housing Complex may be denied by the Security staff.
- (v) Consumption of alcohol or any intoxicants etc. by the residents and /or their guests and domestic staff in the common areas, and smoking in the lifts is strictly prohibited.
- (vi) The apartment owners/ residents shall:
 - (a) contain and confine the noise level caused by any construction, maintenance and repairs in any apartment or use of musical instruments, radios, television, amplifiers and any other devices

so as to ensure that other residents are not disturbed in peaceful enjoyment of their privacy;

- (b) ensure that the domestic pets, if any, are kept strictly following the safety & sanitation norms, and managed & maintained as per the Municipal Bye-laws or regulations;
- (c) not dust rugs, carpets etc. from the windows and balconies, or to clean rugs, carpets etc. by beating on the exterior part of the buildings of WESTEND HEIGHTS;
- (d) not throw or drop any garbage or trash or litter outside the disposal installations provided for such purpose in the service areas or any water from the windows/ balconies etc;
- (e) collect all garbage or solid/ semi solid municipal waste in a container and dispose it off in the Municipal dust-bin, if no such installation is provided;
- (f) lay or install or cause to be laid/ installed any wiring for electrical or telephone installation, television antennae, machines or air conditioning units, etc. on the exterior of the Complex building or that protrude through the wall or the roof of the building except as authorized by the Association.

51. **Parking of Vehicles:** The apartment owners/ residents/ tenants shall follow the following guidelines in this behalf:

- (i) As car parking slots are earmarked for each apartment, parking stickers shall be issued for each apartment for regular overnight parking of vehicles inside the building complex. These stickers will be displayed on the front windscreen of the cars of the residents.
- (ii) Entrance and parking of any additional vehicle on a regular basis for any apartment inside the Complex will be regulated by the Governing Body.
- (iii) It is expected that every owner/ resident shall park or cause to be parked his cars at the assigned parking slot specifically allotted to an apartment.
- (iv) All the apartment owners and residents are expected to ensure that their vehicles or taxis are not parked in the main drive-way except for drop and pick-up facility of the passengers;

- (iv) The rear-setback area of the complex may be used as the floating car parking space during the day time only;
- (v) No owner or resident shall park or allow his vehicles to be parked in the drive-ways/ pathways demarcated for the movement of vehicles in the basement, or park two-wheelers in the area earmarked for four-wheelers.

52. Domestic Staff (servants, drivers, cleaners, cooks and domestic workers etc.

- (i) Apartment owners/ residents are required to get the servants, drivers, cleaners, cooks and domestic workers (henceforth to be referred as the domestic staff) employed by them verified by the local police and to submit a copy of the police verification to the Board. Entry to the Housing Complex may be denied to the domestic staff not verified by the local police.
- (ii) The names and other particulars of the servants, drivers and domestic staff employed by the residents should be supplied by them to the Board. The Governing Body shall issue identity cards to them that must be carried by the domestic staff while in the Complex. On termination of the employment of any member of their domestic staff, it shall be the responsibility of the owner/resident to inform the Governing Body and to return the identity card.
- (iv) The domestic staff is prohibited from using the common areas for recreation, assembly or sitting unless accompanied by the residents. Domestic staff will use only the areas earmarked for them in the Complex area.

Chapter X

Other General matters

53. Compliance

These Bye-laws are set forth to comply with the requirements of the Haryana Registration and Regulation of Societies Act, 2012 read with the provisions of Haryana Apartment Ownership Act, 1983 and the rules framed there under. In case of any inconsistency between these byelaws and the provisions of the said Acts, the provisions of the Acts will apply.

54. Seal of the Association

The Association shall have a common seal which shall be in the custody of the Secretary and shall be used only under the authority of a resolution of the Governing Body and every deed or instrument to which the seal is affixed shall be attested for or on behalf of the Association by two members of the Governing Body and the Secretary or any other person authorized by the Association in that behalf.

55. Amendment of the Memorandum and/ or Bye-laws of the Association

The Memorandum of Association or the Byelaws may be amended through a special resolution passed in a general meeting of the Association by 3/5th of the members present and voting.

Provided that where a member is unable to attend the meeting in person, he may communicate his concurrence or reservation to the amendment to the memorandum or the Bye-laws, as the case may be, by electronic means or letter at least one day prior to the date of the meeting, which shall be read out by the Secretary in the meeting.

56. Amalgamation or Dissolution of the Association

- (i) The Association of Apartment Owners of WESTEND HEIGHTS, Gurugram is a body corporate with perpetual succession and not likely to be dissolved;
- (vi) The Association, may, however, amalgamate itself with any other Society with identical aims and objects through a special resolution passed in a general meeting of the Association and approved by at least 3/5th of the members present and voting.

We, the several persons whose names & addresses are subscribed hereunder, certify the above to be the true copy of the Bye-laws of the society.

Signed by all the above Members on this day the _____ day of _____, _____

Sr. No.	Name S/o, D/o, W/o	Address with H. No., Ward No., Telephone No.	Occupation	Designation in Society	Signatures
1	Mr. B. K. Chowla S/o Late Sh. C.P. Chowla	B041, Westend Heights, DLF City, Phase-V,	Retire	President	

		Gurugram			
2	Mr. Rajiv Sant S/o Late Sh. S.P. Sant	C194,Westend Heights, DLF City, Phase-V, Gurugram	Retire	Vice President	
3	Ms. Priti Anand W/o Mr. Pankaj Anand	E203,Westend Heights, DLF City, Phase-V, Gurugram	House Wife	Secretary	
4	Mr. Ashok Tandon S/o Late Sh. Rup Tandon	A141,Westend Heights, DLF City, Phase-V, Gurugram	Service	Treasurer	
5	Mr. Yogender Seth S/o Late Sh. Kedar Nath Seth	B044,Westend Heights, DLF City, Phase-V, Gurugram	Business	Member	
6	Mr. Satish Aggarwal S/o Sh. Shyam Sunder Aggarwal	D152,Westend Heights, DLF City, Phase-V, Gurugram	Service	Member	
7	Mr. Rahil Karanwal S/o Mr. Manmohan Karanwal	D154,Westend Heights, DLF City, Phase-V, Gurugram	Service	Member	
8	Mr. Rohit Choudhary S/o Late Dr. Choudhary	B093,Westend Heights, DLF City, Phase-V, Gurugram	Service	Member	
9	Mr. Anurag Surana S/o Late Sh. Shersigh Surana	E094,Westend Heights, DLF City, Phase-V, Gurugram	Business	Member	
10	Mr. Yogesh Chandra Sareen So/ Late Sh. Sardari Lal	B063,Westend Heights, DLF City, Phase-V, Gurugram	Retire	Member	