



**CERTIFICATE OF REGISTRATION
UNDER SOCIETIES REGISTRATION ACT XXI OF 1860**

Registration No. S/021 /2010

I hereby certify that M/s. Association of
Apartment Owners of New Delhi House

Located at Flat No - 112, New Delhi House,
27, Barakhamba Road, New Delhi - 110001.

_____ has been registered* under
SOCIETIES REGISTRATION ACT OF 1860.

Given under my hand at Delhi on this 13th day of
October Two Thousand Ten.

Fee of Rs. 50/- Paid



**Registrar of Societies
Delhi**

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**(B.K.JHA)
REGISTRAR OF SOCIETIES
GOVT. OF NCT OF DELHI
DELHI**

* This document certifies registration under the Society Registration Act, 1860.
However, any Govt. department or any other association/person may kindly make
necessary verification (on their own) of the assets and liabilities of the society before
entering into any contract/assignment with them.



MODEL RULES & REGULATIONS OF THE ASSOCIATION

Rules and Regulations of the Association are prepared according to the model rules and regulation given below:-

1. Name of the Society :ASSOCIATION OF APARTMENT OWNERS OF NEW DELHI HOSUE"

2. Membership:-

The membership of the Association is confined to the owners of respective flats of New Delhi House will shall be automatically devolved by acquiring ownership rights of the flats, New Delhi House and the membership shall be ceased automatically with cessation of ownership rights and on the other grounds mentioned in the rules and regulations of the Association including regulation 3, 4 and 5 of the Rules and regulations of the Association

3. Subscription :The rate of subscription for all the members shall be Rs.400/- per month and admission fee Rs.400/- per member

4. Refusal :The governing body of the society may refuse any person for the membership, provided reasons for refusal shall be communicated to the person concerned in writing with reason.

5. Termination :The governing body /board of the association may terminate any member from the association on the following grounds

- i) On his/her death.
- ii) if the member fails to pay subscription for three successive years from the due date of the paying subscription.
- iii) If the member of the Association works against the aims and objects of the Association.

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iv) If the membership of the Association tender his/her resignation to the Association.

v) If the member fails to attend three successive meetings of the general body without intimation in writing.

The reason for termination shall be communicated to the concerned member in writing

6. **Appeals:**

Every such expelled member shall have right to appeal to the General Body of the Association which may or may not be accepted. All the appeals shall be preferred to the general body of the Association; the decision of the general body shall be final. The reason of rejection shall be communicated to the concerned member.

7. **Re-Admission:-**

In case an expelled/terminated member is Re-admitted by the General body by the same person/member shall have to pay all dues upto date. The decision of the general body shall be final.

8. **Right & Privilege of:-**

Every member shall have right to participate in the Membership general body meeting. Beside this, he/she shall have also right to vote in the meeting of the Association. Every member shall be entitled to participate in the meetings, functions and get together programmes of the society.

9. **Quorum & Notice of the meetings:-**

A. **General Body:-**

There shall be a general body of the Association consisting of all the members. The meeting of the general body shall be held once every year with 2/3rd quorum. No quorum shall be required in the adjourned meeting. An emergent meeting of the general body may also be summoned on the written request of 3/4th members, with 7 days prior notice for such meetings. The notice period of the general meeting of the general body shall be 7 days. The following business shall be transacted in these meetings:-

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- i) To prepare annual programmes and policies.
- ii) To discuss and to decide all such matters and issues which are directly or indirectly related to the affairs of the Association.
- iii) To pass annual budget of the Association.
- iv) To appoint in a qualified auditor for conducting annual audit of the Association.
- v) To consider any other business brought forwards by the governing body.

B. Governing Body:-

There shall be a governing body of the Association to look after and to manage the day to day affairs of the society. It shall consist of minimum seven and maximum fourteen Members including the office bearers. The meetings of the governing body shall be held every Month with 2/3rd quorum.

No quorum shall be required in the adjourned meeting. An emergent meeting of the governing body may also be summoned on the written request of 3/4th members by two day notice of the meeting. The notice period of the governing body shall be seven days. The following business shall be transacted in these meetings:-

- a) To take necessary steps for the implementation of all the programmes and policies drawn by the general body.
- b) To approve by the necessary expenditure to meet the day to day requirements of the Association.
- c) To take decisions on application for membership.
- d) To appoint committee for disposal of any business of the Association or for advice on any matter pertaining to the Association.

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- e) To arrange finance if required from other bank(s), institutions or individual on reasonable terms and conditions and the governing body as a whole is liable for its return.
- f) To appoint, terminate and fix duties of any staff.
- g) To receive, to have custody of and to expand the funds of the Association and manage the properties of the Association.
- h) To sue and defend all legal proceedings on behalf of the Association.
- i) To take all such other legal steps which may appear beneficial for the smooth and better management of Association.
- j) The following is the present structure/strength of the governing body:-

1.	President	:	One
2.	Vice President	:	One
3.	General Secretary	:	One
4.	Secretary	:	One
5.	Treasurer	:	One
6.	Finance Advisor	:	One
7.	Executive members	:	One or nor more than seven

10. Powers & Duties of the Office Bearers:-

President:-

- a) He/She shall preside all the meetings of general body and governing body.
- b) In case of equality of votes in any meetings, he/she shall tender his/her casting votes.
- c) He/She shall supervise work of other office bearers from time to time



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Vice President:-

In the absence of the President the Vice President shall enjoy all powers and duties which are entrusted to the President. He/She will also assist to the President in his/her duties from time to time.

General Secretary:-

- a) He/She shall represent the Association in public and private offices.
- b) He/She shall keep all type of correspondence on behalf of the Association.
- c) He/She shall undertake all type of correspondence on behalf of the Association.
- d) He/She shall convene the meetings of general body, governing body and inform every member regarding time date and venue of the meeting through a fourteen days earlier written notice.

Secretary:-

In the absence of the General Secretary, the Secretary shall enjoy all powers and duties which are entrusted to the General Secretary. He/She will also assist to the General Secretary in his/her duties from time to time.

Treasurer:-

He/She shall collect subscription, gifts, grants-in-aid and donations from the members and the general public and shall be responsible for keeping and maintenance of the true and correct accounts of the Association's fund.

Executive Members

They will assist in the day to day work of the Association as directed by the President and General Secretary



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11. **Financial Year:-**

The financial year of the Association shall be from 1st April to 31st March of every year

12. **Source of Income and Utilization of Funds:-**

Contribution, subscriptions, donations, grant-in-aid and gift from the members and the general public shall be the source of income of the Association. All the income of the Association shall be utilized towards the aims and objects of the Association.

13. **Operation of Bank Account**

The funds of the Association shall be kept in a scheduled bank. The bank account of the Association shall be operated by the Treasurer and/or any one of the President or General Secretary.

14. **Audit of Accounts:-**

The accounts of the Association shall be audited by the qualified auditor every year to be appointed by the Governing Body.

15. **Filling up Casual Vacancies:-**

The Casual vacancies may be filled up by the resolution passed by majority of votes by both the governing body and general body upto the next election.

16. **Election:**

The governing body of the Association shall be elected for a terms of two years in general body meeting. The raising hands shall be the mode of election. The newly elected governing body list should be attested by three out going office bearers and it will be filed with registrar of the Association.

17. **Annual list of Managing/Governing Body (Section 4 of the Act)**

Once in the month of April every year a list of the office bearers and members of the governing body of the Association shall be filed with the



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Registrar of Society, Delhi as required under Section 4 of the Societies Registration Act, 1860.

18. **Legal proceedings (Section 6 of the Act)**

The Association may sue or be sued in the name of the President/General Secretary as per provision laid down under Section 6 of the Association Registration Act, 1860 as applicable to the National Capital Territory of Delhi.

19. **Amendment (Section 12 & 12 A of the Act).**

Any amendment in the Memorandum of Association or rules will be carried out in accordance with procedure laid down under Section 12 and 12A of the Societies Registration Act, 1860.

20. **Dissolution and Adjustment of Affairs (Section 13 & 14 of the Act)**

If the Association needs to be dissolved it shall be dissolved as per provision laid down under Section 13 and 14 of the Societies Registration Act, 1860 as applicable to the National Capital Territory of Delhi.

21. **Application of the Act**

All the provisions under all the Sections of the Societies Registration Act, 1860 as applicable to the National Capital Territory of Delhi.

22. **Essential Certificate:-**

Certificate that this is the correct and true copy of the Rules and Regulations of the Association.

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RULES AND REGULATIONS OF "ASSOCIATION OF APARTMENT OWNERS OF NEW DELHI HOUSE"

BYE-LAWS OF THE ASSOCIATION OF APARTMENT OWNERS IN THE MULTI-STOREYED BUILDING KNOWN AS NEW DELHI HOUSE APARTMENT OWNERS ASSOCIATION.

1. **Preliminary:**

The name of the Association shall be New Delhi House Apartment Owners Association. The Registered office and address of the Association shall be at 27, Barakhamba Road, New Delhi House, Connaught Place, New Delhi-110001.

2. **Application:-**

These bye-laws shall apply to:-

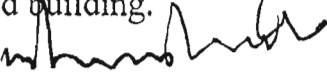


- (i) every apartment in a multi storeyed building constructed before or after the commencement of the Delhi Apartment Ownership Act, 1986;
- (ii) all present or future owners, tenants, future tenants, or their employees, or any other persons that might use the facilities of building in any manner.

Explanation: For the purpose of these bye laws, the mere acquisition or rental or taking licence of any of the apartments of the building will signify that these bye laws are accepted, ratified and will be complied with.

3. **Definitions:-**

In these bye-laws, unless the context otherwise requires:

- (a) "Act" means the Delhi Apartment Ownership Act, 1986 (58 of 1986).
- (b) "Association" means the Association of all the apartment owners of the said multi-storeyed building.
- (c) "Board" means a Board of Management consisting of President, Secretary and Treasurers persons all of whom shall be owners of apartments in the said multi storeyed building.







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- (d) "Building" means the multi-storeyed building located at 27, Barakhamba Road, New Delhi House, Connaught Place, New Delhi-110001 and known as the multi storeyed building and includes the land forming part thereof.
- e) The board may appoint the manager delegation power as per bye-laws.
- (f) "Majority of Owners" means those owners holding 51 percent of the votes.
- (g) "Owners" or "apartment owners" means the person owning an apartment in the multi storeyed building.

4. **Objects of the Association:-**

The objects of the Association shall be:-

- (a) to be and to act as the Association of the apartment owners of the building called New Delhi House.
- (b) to invest or deposit money.
- (c) to provide for maintenance, repair and replacement of common areas and facilities and if necessary by contributions from the apartment owners or by raising loans for that purpose.
- (d) to retain and rent or licence if possible suitable possible suitable portions of the common areas to outsiders for commercial purposes and to distribute the common profits left after deducting the common expenses amongst the apartment owners as common profits or accumulate the same for building up a reserve fund.
- (e) (i) all persons who own apartments in the said multi-storeyed building shall be the original members automatically and will pay an entrance fee of Rs.1.

Each apartment owner shall receive a copy of the bye-laws on payment of Rs.1

- (ii) Whenever any transfer of apartment is made by the original apartment owner thereof whether by sale-lease for a period of 30 years or more, exchange, gift or otherwise such transferee shall automatically become a member of the Association and shall be admitted as member on payment of an Entrance fee of Rs.1







(iii) Whenever any succession take place to any apartment and is recorded by the competent authority, the successor so recorded shall be admitted as member on payment of an Entrance Fee of Rs.1.

(iv) When two or more person jointly own an appurtenant and the undivided interest in the common areas and facilities appurtenant to such apartment, they shall be jointly entitled to the apartment.

POWERS AND DUTIES OF THE ASSOCIATION

6. *Administration:-*

The Association of apartment Owners shall administer the affairs in relation to the apartments and the property appertaining thereto and for the management of common areas and facilities.

The Association will have the responsibility of administering the multi-storied building and the common areas and facilities appurtenant thereto. It shall approve the annual budget, establish and collect from the apartment owners or any other occupant of apartments, the share of the common expenses, and determine the manner of such collection. In general it shall arrange for the management of the affairs in relation to the apartments and the property appertaining thereto and the management of the common areas and facilities. Except as provided otherwise, the resolutions of the Association shall require the approval by a majority of the apartment owners, casting their votes in person and it shall not be permissible for any voting by proxy.

7. The meetings of the Association shall be held at a suitable place convenient to the owners of apartments as from time to time fixed by the Association.

8. *Annual Meetings:*

The first annual meeting of the Association shall be held on 9th July, 2010. Thereafter the annual meeting of the Association shall be held on such date as the Association may decide. At such meetings held annually there shall be elected by ballot of the Apartment owners a Board of Management. Such election shall be in accordance with the bye-law regarding the election and term of office in Chapter IV and at such annual meetings the apartment owners may also transact such other business of the Association as may properly come before them.

9. It shall be the duty of the President to call a special Meeting of the Apartment Owners as directed by a Resolution by the Board of Management or upon a petition signed by a majority of owners and having been presented to the



secretary or at the request of the competent authority. The notice of any Special Meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a Special Meeting except as stated in the notice without the consent of 4/5ths of the Apartment Owners present in person.

10. **Notice of meetings:-**

It shall be duty of the Secretary to mail or send a notice of such annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held to each apartment owner at least two days but not more than seven days prior to such meeting. Notice of all such meetings shall be mailed or sent to the competent authority.

11. **Adjourned Meetings:-**

If any meeting of owners cannot be held for want of quorum, the apartment owners who are present may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called. If at such adjourned meeting also no quorum is present, the owners present in person being not less than two shall form a quorum.

Order of Business:-

The order of business at all meetings shall be as follows:-

- (a) Roll call.
- (b) Proof of notice of meeting or waiver notice.
- (c) Reading minutes of the proceedings of the meeting.
- (d) Reports of officers; if any.
- (e) Reports of Competent Authority, if any.
- (f) Report of Committee.
- (g) Election of Board
- (h) Unfinished business, if any.
- (i) New Business.



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BOARD OF MANAGEMENT.

Management of Association:-

The affairs of the Association shall be governed by a Board.

Powers and Duties of Board;

The Board shall have powers and duties necessary for the administration of affairs of Association.

Other Duties:

In addition to the duties imposed by these bye-laws or by resolution of the Association of the Board shall be responsible for the following:-

- (a) maintenance, repair and replacement of the common areas and facilities.
- (b) collection from apartment owners share of common expenses.
- (c) resignation and removal of persons employed for the maintenance, repair and replacement of common areas and facilities.
- (d) to provide for the manner in which the audit and accounts of the Association shall be carried out.
- (e) to inspect the accounts kept by the Secretary/Treasurer and examine the register and account books and to take steps for the recovery of all sums due to the Association.
- (f) to see that cash book is written up promptly and is signed daily by one of the members of the Board.
- (g) to specify the times at which and the manner in which the annual general meetings and special general meetings of the association shall be held and conducted.

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16. **Manager:-**

The Board may employ for the Association a Manager at a compensation determined by the Board to perform such duties as the Board may authorize.

17. **Election and terms of Officers:-**

The Board of Management shall consist of not more than 9 members who shall be elected by the Apartment owners at the General meeting. The President, Vice President, the Secretary and the Treasurer shall be ex officio members of the Association.

Except ex officio members, 1/3rd of the members of the Board of Management shall retire annually; the names of members who shall so retire shall be determined by drawing of lots from amongst all the members of the Board. The said 1/3rd of the members so retiring shall continue to hold office until their successors are elected and are present at a meeting of the members of the Board.

18. **Vacancies:-**

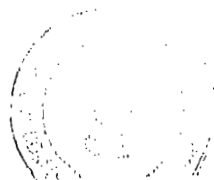
The vacancies in the Board caused by any reason other than the removal of a member by a vote of the Association shall be filled by vote of the majority of the remaining members, even though they may constitute less than a quorum and each person so elected shall be a member until a successor is elected at the next annual meeting of the Association.

19. **Removal of Members of the Board.**

At any regular or special meeting duly called any one or more of the members of the Board may be removed with or without cause by a majority of apartment owners and a successor may then and there be elected to fill the vacancy thus created. Any member of the Board whose removal has been proposed by the owner shall be given an opportunity to be heard at the meeting.

20. **Organization Meeting:-**

The first meeting of a newly elected Board shall be held within ten days of election at such place as may be fixed by the members of Board at the meeting at which such members of Board were elected and no notice shall be necessary to the newly elected members of the Board in order legally to constitute such meeting provided a majority of the whole Board shall be present.



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21. **Regular Meeting:-**

Regular meetings of the Board may be held at such time and place as shall be determined from time to time by the majority of members of the Board but at least two such meetings shall be held during each year. Notice of regular meeting of the Board shall be given to each member of the Board personally or by mail at least three days prior to the date for such meeting.

22. **Special meeting:**

Special Meeting may be called by the President on three days' notice to each member of the Board and notice of such meeting may be given personally to each member of the Board. Special meetings of the Board shall be called by the President or Secretary on a written request of at least three members of the Board.

23. **Waiver of Notice**

Before any meeting of the Board any member of the Board, may in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice.

24. **Quorum:**

In all the meeting of the Board 1/3rd of the Total strength of the members of the Board shall constitute a quorum. If at any meeting of the Board there be less than a quorum present the majority of those present may adjourn the meeting and a such adjourned meeting the business which might have been transacted at the meeting originally called may be transacted without further notice, provided there is a quorum.


25. **Fidelity Bonds.-**

The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

OFFICERS

26. **Designations:**

The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Apartment owners. The Board may appoint an Assistant Secretary and an Assistant Treasurer and such other officers as the Board may consider necessary.

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27. **Election of the Officers:-**

The officers of the Association shall be elected annually by the Apartment owners.

28. **Removal of Officers:-**

Any officers designated in bye-law 26 can be removed with or without cause upon an affirmative vote of majority of the apartment owners and his successor can be elected at any regular meeting of the apartment owners or at any special meeting of the apartment owners called for such purpose.

29. **President:-**

The president shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all the general powers and duties which are usually vested in the office of the President of an Association, including the power to appoint committees from among the owners from time to time.

30. **Vice President:-**

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

31. **The Secretary:-**

The Secretary shall keep the minutes of the meetings of the Board and of the Association. He shall have charge of such books and papers as the Board may direct and he shall perform all duties incidental to the office of the Secretary. He shall keep two separate minutes books, one for the Association of Apartment owners and the other for the Board pages of each of which shall be consecutively numbered and authenticated by the President of the Association of Apartment owners, and shall record, in the respective minutes books, the resolutions adopted by the Association of Apartment owners or the Board, as the case may be.

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32. **Treasurer:**

The Treasurer shall be responsible for Association funds and securities and shall also keep full and accurate accounts of all receipts and disbursements in the books.

OBLIGATIONS OF THE APARTMENT OWNERS

33. **Assessments:-**

All the Owners are obliged to pay monthly assessments imposed by Association to meet all expenses. The assessment shall be made on the value of the apartment.

34. **Maintenance and Repairs:-**

- (1) Every owner must perform all maintenance and repair work within his own apartment.
- (2) All the repairs of internal installations of the apartment such as water, light, gas, power, sewage, telephone, air conditioners, sanitary installations, doors, windows, lamps and all other accessories, shall be at the expenses of the apartment owner concerned.
- (3) The owner shall reimburse the association for any expenditure incurred in repairing or replacing any common area and facilities damaged due to his fault.

35. **Use of Apartments: Internal changes:**

- (1) An apartment shall be used for residence or office or for the practice of any profession or for the carrying on of any occupation, trade or business or for such other use as may be prescribed but such use shall be restricted to the purpose for which the apartment was intended to be used as stated in the Deed of Apartment.
- (2) An apartment owner shall not carry on any structural modification or alteration of installations, located in his apartment without notifying the association in writing. The Association shall have the obligation to answer within 30 days if it has any objection. Failure to communicate its objections within the said 30 days shall mean that there is no objection to the proposed modification, alteration or installation. Such modification, alteration or installation shall not



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be carried out by the apartment owners, if there is any objection thereto by the Association and until such objection is modified or removed by the Association.

36. ***Use of common areas and facilities and restricted common areas and facilities:-***

- (1) The owner shall not place or cause to be placed in the lobbies vestibules, stairways, elevators and other areas of facilities of a similar nature, both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.
- (2) The New Delhi House Building may be provided with an elevator/elevators devoted to the transportation of the owners and their guests and elevator/elevators for freight service, or auxiliary purposes. Owners and tradesmen are required to utilize exclusively a freight or service elevator/elevators for transporting packages, merchandise or any other object that may affect the comfort or well being of the passengers of the elevator/elevators meant for the transportation of owners, residents and guests.

37. ***Right of Entry:-***

- (1) An owner shall grant the right of entry to the manager or to any other person authorized by the Board of the Association in case of emergency whether the owner is present at the time or not.
- (2) An owner shall permit other owners or their representative when so required to enter his apartment for the use of performing installation and alterations 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.

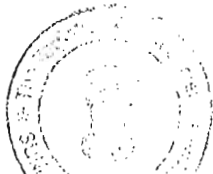
38. ***Rules of Conduct:-***

- (1) No resident shall post any advertisement or poster of any kind in or on the building, except as authorized by the Association.
- (2) The residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions and amplifiers, etc. that may disturb others. Residents keeping domestic animals shall abide by municipal sanitary bye-laws or regulations.

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- (3) It is prohibited to hang garments, rugs, etc. from the windows, balconies or from any of the facades.
- (4) It is prohibited to dust rugs, etc. from the windows or to clean rugs, etc. by beating on the exterior part of the building.
- (5) It is prohibited to throw garbage or trash outside the disposal places provided for such purpose in the service areas. If such place is not provided all garbage or trash shall be collected in a vessel and thrown in the municipal dustbin.
- (6) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antenna, machines or air conditioning units, etc. on the exterior of the building.

FUNDS AND THEIR INVESTMENTS

39. **Funds:-**

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

- (a) by shares:
- (b) by contributions from and donations by the apartment owners:
- (c) from common profits which shall form the nucleus of the Reserve funds:
- (d) by raising loans, if necessary, subject to such terms and conditions as the Association, with the approval of the Competent Authority, may determine in this behalf.

40. **Investment:-**

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

- (a) in the Central Co-Operative Bank or in State Co-operative Bank; or
- (b) in any of the securities specified in Section 20 of the Indian Trusts Act, 1882.



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- (c) in any Co-operative Bank other than that referred to in clause (a) or in any Banking Company approved for this purpose by the Association-

41. *Affiliation:*

The Association may after consulting the Competent Authority become a member of any federation of Apartment owners and pay the subscription from time to time.

42. *Accounts:-*

- (1) The Association shall open a banking account and deposit the money received on behalf of the Association. The Secretary may retain in his personal custody an amount not exceeding Rs.100/- for petty expenses. All payments above Rs.20/- shall be made by cheque, signed by the Secretary and one member of the Board.
- (2) Each apartment owner shall have a passbook in which the Secretary shall enter amounts paid to or received for his share in receipts of profits from common areas and contributions towards, expenses, and his share of the assessment and other dues, if any, in respect of his apartment.
- (3) The Association shall on or before the 31st day of July in each year publish an audited financial statement in respect of the common areas and facilities containing:
 - (a) the profit and loss accounts;
 - (b) the receipts and expenditure of the previous financial year; or
 - (c) a summary of the property and assets and liabilities of 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 have been arrived at.
- (4) The audited financial statement shall be opened to the inspection of any member of the Association during office hours and a copy shall be submitted to the Competent Authority not later than the 15th day of August of every year.
- (5) Every financial statement shall be accompanied by a list of the apartment owners and a similar list of loanees.

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43. **Publication of Accounts and reports:-**

A copy of the last financial statement and of the report of the auditor, if any, shall be kept in a conspicuous place in the office of the Association.

44. **Appointment of Auditor:**

The association shall appoint at its general meeting an auditor who shall audit the accounts of the Association to be prepared by the Board.

45. **Power of Auditor:**

The auditor shall be entitled to call for and examine any papers or documents belonging to the Association relating to the common areas and facilities and common expenses and shall make a special report to the Association upon any matter connected with accounts which appears to him to require notice.

MORTGAGEES

46. **Notice of Association:-**

If an owner mortgages his apartment, he shall notify the Association, the Manager or President of the Board, the name and address of the mortgagee and the Association shall maintain such information in a book entitled "Mortgagees of Apartments".

47. **Notice of Unpaid Assessments:**

The Association shall, at the request of a mortgagee of an apartment, report any unpaid assessment due from the owner of such apartment.

48. **Compliance:**

These bye-laws are set forth to comply with the requirements of the Delhi Apartment Ownership Act, 1986. in case any of these bye-laws conflict with the provisions of the said Act it is hereby agreed and accepted that the provisions of the Act will apply.

49. **Seal of the Association:-**

The Association shall have a common seal which shall be in the custody of the Secretary and shall be used under the Authority of a resolution of a Board and every Deed of Instrument to which seal is affixed shall be attested for or on behalf of the Association by two members of the Board and the Secretary or other person authorized by the Association.

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AMENDMENT TO BYE-LAWS

- 50.(1) These bye-laws are made in accordance with the model bye-laws framed by the Administrator in accordance with the provisions of the Act and in particular Section 15(2) and (3) of the Act. They have been adopted by the Association of Apartment owners at its first General Meeting. The Association shall not make any departure from, variation of or addition to or omission from the model bye-laws aforesaid except with the prior approval of the Administrator and such departure, variation of or addition to or omission from the model bye-laws aforesaid except with the prior approval of the Administrator and such departure, variation, addition or omission shall not have the effect of altering the basic structure of the aforesaid model bye-laws.
- (2) Any departure from, variation of, addition to or omission from the bye-laws shall not be submitted to the Administrator for his prior approval unless a resolution to the effect is passed at a special meeting of the apartment owners by not less than 3/4ths of all the apartment owners.

SHARES AND VOTES

51. *Shares:-*

- (i) The share capital of the Association shall consist of shares of the nominal value of Rs. 100/- each and shall be held entirely by the apartment owners.
- (ii) The Association shall issue share certificates containing the serial number of the shareholder's name in the register of members, the number of shares held by him and the shareholder's name in full and shall be signed by duly authorized officers of the Association and duly sealed with the seal of the Association.
- (iii) The Association shall keep a share register in which there shall be entered name, occupation and address of the member together with the apartment number and the date of his acquiring the apartment. In case of transfer from a member, the register shall show the name of the transferor, the name of the transferee, the date of the resolution of the Board sanctioning the transfer, the indicative number of the shares transferred and such other information as may be prescribed by the Association or the Board of the Management.

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Uptil the transfer of the shares is registered in the manner mentioned in the proceeding paragraph, no right shall be acquired by the transferee against the Association, nor any claim of the Association against the transfer be effected.

52. *Transmission of Interests:-*

A member by writing under his hand may deposit with the Association during his lifetime, intimate the Association of any transfer inter vivos made by him in favour of any person and simultaneously nominate such person as the transferee of the shares held by him with the Association.

53. A member may also intimate in writing to the Association that he has bequeathed his right, title and interest in his apartment as also in the undivided share in the common areas and facilities in favour of any person with a request that on his death the shares may be transferred to the name of the person to whom he has bequeathed his apartment and his undivided interest in the common areas and facilities:

Provided however, the nomination so made may be revoked or varied by the Member in writing which is deposited with the Association.

54. On receiving satisfactory proof of the death of a Member, the Association or the Board of Management, if it has been duly authorized to act on such matters, may transfer the share to the person or persons nominated or if there are no persons so nominated, to such person as may appear to the Association or the Board of Management, as the case may be, to be the heir of the deceased member in accordance with the law of succession applicable to such member transfer the shares to such heir:-

Provided that where there are more nominees or heirs than one, and the shares are jointly held by them, their names shall be entered in the share certificate and in the share register in the order specified in the nomination and if there is no such order, in the manner as shall be decided by the Association or the Board of Management.

Provided further that in the case of there being more than one heir, their names shall be entered in the share certificate and in the share register in the manner as may be decided by the Association or the Board of Management, as the case may be.

55. All persons who are owners of the apartment, shall automatically be members of the Association of Apartment owners and each such owner shall purchase at least _____ shares, each share being of the value of Rs. _____ which shall be paid in one lump sum at the time of the person concerned becoming a member of the Association.

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56. Irrespective of the number of shares held, each apartment owner shall be entitled to one vote.

57. No apartment owner shall be entitled to vote at any Annual General Meeting, special meetings and if he is a Member of the Board, at any Meeting of the Board, nor shall he be entitled to offer himself for election as a Member of the Board as long as he is in arrears of any amounts due by him to the Association, whether the said amount is the amount assessed for common expenses or the amount has been held due by him to the Association and if he has failed to pay the said amount within seven days, prior to the date fixed for such general meeting or special meeting or the Meeting of the Board of Management.

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**MODEL BYE-LAWS OF ASSOCIATION OF NEW DELHI
APARTMENT OWNERS' ASSOCIATION UNDER THE DELHI
APARTMENT ACT, 1986.**

Preliminary

1. Short title, extent and commencement:-

1. These bye-laws may be called the Model Bye-laws of Delhi Apartment Owners Association.

2. These extend to the Union Territory of Delhi for the Administration of the affairs in relation to the apartments and the property appertaining thereto and for the management of common areas and facilities.

2. **Application –**

These bye-laws shall apply to-

(i) every apartment in a multi storeyed building constructed before or after the commencement of the Delhi Apartment Ownership Act, 1986;

(ii) all present or future owners, tenants, future tenants, or their employees, or any other persons that might use the facilities of building in any manner.

Explanation-

For the purpose of these bye-laws, the mere acquisition or rental or taking licence of any of the family units (hereinafter referred to as units) of the building will signify that these bye-laws are accepted, ratified and will be complied with.

3. **Definitions-**

In these bye laws, unless the context otherwise requires:-

(a) 'Act' means the Delhi Apartment Ownership Act, 1986 (58 of 1986);

(b) Association means the Association of all the apartment owners constituted by such owners for the purpose of the condominium;

(c) 'Board' means a Board of Managers consisting ofpersons all of whom shall be owners of apartments in the



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- (d) 'building' means the building located at 27, Barakhamba Road, Connaught Place, New Delhi and known as the condominium and includes the land forming part thereof;
- (e) 'Declaration' means the declaration which the sole owner of the building or all the owners of the building have executed and registered as provided in Section 2;
- (f) 'Majority' of owners means those owners holding 51% of the votes in accordance with the percentage assigned in the Declaration;
- (g) 'Owners' or apartment owners' means the person owing an apartment in the condominium;
- (h) 'Section' means a section of the Act;
- (i) 'Unit' means a family unit in the condominium;
- (j) 'Registrar' means the Registrar of Co-operative Societies.

The association of Apartment Owners in its first meeting shall adopt the Model Bye-Laws so framed with no variation, addition or omission there from except with the prior approval of the Administrator.

4. Objects of Association –

The objects of the Association shall be-

- (a) to be and to act as the Association of Apartment owner of the building called New Delhi House (hereinafter called the said building) who have filed their respective declarations submitting their apartments to the provisions of the Act;
- (b) to invest or deposit money;
- (c) to provide for maintenance, repair and replacement of common areas and facilities by contributions from the apartments owner owner and necessary by raising loans for that purpose;
- (d) to retain and rent on licence if possible suitable portions of the common areas to outsiders for commercial purposes and to distribute the common profits left after deducting the common expenses amongst the apartment owners as common profits or accumulate the same for building up a reserve funds;
- (e) to provide for and do all and any of the matters regarding-



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- (i) the election among the apartment owners of a Board of Managers, the number of persons consisting of the same, and the term of at least one third of the members of such Board shall expire annually, the powers and duties of the Board, the compensation if any, of the members of the Board, the method of removal from Office of the members of the Board, and whether or not the Board may engage the services of a Secretary, a manager or managing agent, and specifying which of the powers and duties granted to the Board under the Act may be delegated by the Board to either or both of them;
- (ii) method of calling meeting of the apartment owners, what percentage, if other than majority of apartment owners, shall constitute a quorum;
- (iii) election of a Secretary who shall keep a minute book wherein resolution shall be recorded;
- (iv) election of a treasurer who shall keep financial records and books of accounts;
- (v) maintenance, repair and replacement of the common areas and facilities and payments thereof,
- (vi) manner of collecting from the apartment owners or any other occupants of apartments their share of the common expenses;
- (vii) designation and removal of persons employed for the maintenance, repair and replacement of the common areas and facilities;
- (viii) the method of adopting and of amending administrative rules and regulations governing the details of the operation and use of the common areas and facilities;
- (ix) such restrictions on the requirements respecting the use and maintenance of the apartments and the use of common areas and facilities not set forth in the declarations as are designed to prevent unreasonable interference with the use of their respective apartments and of the common areas and facilities by the several apartment owners;



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- (x) the percentage of the votes required to amend the bye-laws:-
- (f) to advance with the consent of the apartment owners, any short-term loan to any apartment owner in any emergent necessity and to provide for the repayment thereof in lump sum or in installments;
- (g) to establish and carry on, on its owners' accord or jointly with individuals or institutions, educational, physical, social, and recreative activities for the benefit of the apartment owners;
- (h) to frame rules with the approval of the general meeting of the Association and after consulting the Competent Authority and may establish a provident fund and gratuity fund; if necessary for the benefit of the employees of the Association.
- (i) to do all things necessary or otherwise provide for their welfare, expedient for the attainment of the objects specified in these bye-laws.
- (2) The Association shall not act beyond the scope of its objects without duly amending the provisions of these bye-laws for the purpose.

5. Members of Association:-

- (1) All persons who have purchased apartments in multi storeyed buildings and executed a deed of apartment, shall automatically be the members of the Association and will pay the entrance fee of one rupee. Each apartment owner shall receive a copy of the bye-laws on payment of one rupee.
- (2) Upon the sale, bequest or transfer of an apartment, the purchaser of the apartment or the grantee or legatee or the transferee shall automatically become the member of the Association and shall be admitted as member on payment of the entrance fee of one rupee.



6. Joint Apartment Owners –

Where an apartment has been purchased jointly by two or more persons, they shall be jointly entitled to the apartment and the share certificates

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shall be issued in their joint names, but the person whose name stands first in the share alone shall have the right to vote.

7. **Holding one share compulsory-**

Every apartment owner must hold at least one share of the Association.

8. **Disqualification-**

No apartment owner is entitled to vote on the election of members of the Board or President, Secretary, Treasurer or any other office bearer or entitled to stand for election to such office, if he is in arrears of any sum due from him in respect of his contributions for common expenses, for more than sixty days on the last day of the year preceding the year in which the election to the Board would take place.

VOTING, QUORUM AND PERCENTAGE

9. **Voting -**

Voting shall be on percentage basis, and the percentage of the vote to which the owner is entitled is the percentage assigned to the family unit or units in the Declaration.

10. **Quorum-**

Except as otherwise provided in these bye-laws, the presence in person of a majority of owners shall constitute a quorum.

11. **Votes to be cast in person-** Votes shall be cast in person.



Administration

12. **Powers and duties of Association-**

The Association will have the responsibility of administering the condominium, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the condominium in an efficient manner. Except as otherwise provided, a resolution of the association shall require approval by a majority of owners casting votes in person.

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13. **Place of Meeting-**

Meetings of the Association shall be held at a suitable place convenient to the owners as may from time to time be fixed by the Association.

14. **Annual meetings-**

The first meeting of the Association shall be held on (_____). Thereafter the annual meetings of the Association shall be held on such date as the Association may decide. At such meetings there shall be elected by ballot of the apartment owners a Board in accordance with the requirement of bye-laws 23. The owners may also transact such other business of the Association as may properly come before them.

15. **Special Meeting-**

It shall be the duty of the President to call a special meeting of apartment owners as directed by a resolution of the Board or upon a petition signed by a majority of the owners and having been presented to the Secretary or at the request of the Housing Commissioner or as the case may be, the Registrar or any officer duly authorized by him in this behalf. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice without the consent of four-fifths of the owners present in person.

16. **Notice of Meetings-**

It shall be the duty of the Secretary to mail or send a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held to each apartment owner at least two days but not more than seven days prior to such meetings. Notices of all such meeting shall be mailed or sent to the Housing Commissioner or, as the case may be the Registrar.



17. **Adjourned Meetings-**

If any meeting of owners cannot be held for want of quorum the owners, who are present, may adjourn the meeting to a time not less than forty eight hours from the time the original meeting was called. If at such adjourned meeting also, no quorum is present, the owners present in person being not less than two shall form a quorum.

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18. **Order of Business-**

The order of business at all meetings shall be as follows:-

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- a) Roll Call.
- (b) Proof of notice of meeting or waiver notice.
- (c) Reading minutes of the proceedings of the meeting.
- (d) Reports of officers.
- (e) Reports of Housing Commissioner/Registrar or any officer authorized by them.
- (f) Report of Committee.
- (g) Election of Board.
- (h) Unfinished business, if any.
- (i) New Business.

Board of Managers

19. Management of Association-

The affairs of the Association shall be governed by a Board.

20. Powers and duties of Board-

The board shall have powers and duties necessary for the administration of the affairs of the Association.

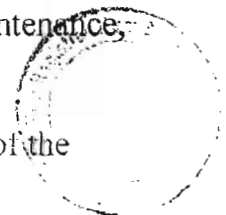
21. Other duties-

In addition to the duties imposed by these bye-laws or by resolution of the Association the Board shall be responsible for the following:-

- (a) maintenance, repair and replacement of the common areas facilities;
- (b) Collection from apartment owners' share of common expenses;
- (c) resignation and removal of persons employed for the maintenance, repair and replacement of common areas and facilities;
- (d) to provide for the manner in which the audit and accounts of the Association shall be carried out;



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- (e) to inspect the accounts kept by the Secretary/Treasurer and examine the registers and account books and to take steps for the recovery of all sums due to the Association;
- (f) to see that cash book is written up promptly and is signed daily by one of the members of the Board;
- (g) to specify the times at which and the manner in which the annual general meetings and special general meetings of the Association shall be held and conducted.

22. **Manager-**

The Board may employ for the Association a manager at a compensation determined by the Board to perform such duties as the Board may authorize.

23. **Election and term of office-**

At the first annual meeting of the Association the term of office of two managers shall be fixed for three years. The term of office of two managers shall be fixed for three years and of one manager for one year. The Manager shall hold office until their successors have been elected and hold their first meeting.

24. **Vacancies-**

The vacancies in the Board caused by any reason other than the removal of a manager by a vote of the Association shall be filled by vote of the majority of the remaining managers, even though they may constitute less than a quorum; and each person so elected shall be a manager until successor is elected at the next annual meeting of the Association.



25. **Removal of managers-**

At any regular or special meeting duly called, any one or more of the managers may be removed with or without cause by a majority of apartment owners and a successor may then and there be elected to fill the vacancy thus created. Any manager whose removal have been proposed by the owner shall be given an opportunity to be heard at the meeting.

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26. **Organization meeting-**

The first meeting of a newly elected Board shall be held within ten days of election at such place as may be fixed by the managers at the meeting

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at which such managers were elected and no notice shall be necessary to the newly elected managers in order to legally constitute such meeting provided a majority of the whole Board shall be formed.

27. **Regular meetings-**

Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of managers but at least two such meetings shall be held during each year. Notice of regular meetings of the Board shall be given to each manager personally or by mail at least three days prior to the date for such meeting.

28. **Special meetings-**

Special meetings may be called by the President on three days notice to each manager and notice of such meeting may be given personally to each manager. Special meetings of the Board shall be called by the President or Secretary on a written request of at least three managers.

29. **Waiver of notice-**

Before any meeting of the Board any manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice.

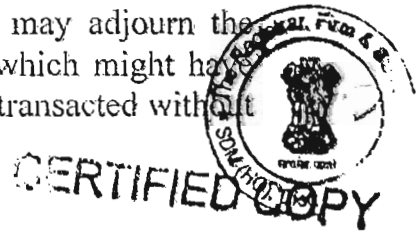
30. **Quorum-**

In all the meetings of the Board 1/3rd of the total strength of the managers shall constitute a quorum. If at any meeting of the Board there be less than a quorum present the majority of those present may adjourn the meeting and as such adjourned meeting the business which might have been transacted at the meeting originally called may be transacted without further notice, provided there is a quorum.

31. **Fidelity Bonds-**

The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

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Officers

32. **Designations-**

The principal officers of the Association shall be President, A vice President, a Secretary and a Treasurer, all of whom shall be elected by the apartment owners. The Board may appoint an Assistant Secretary and an Assistant Treasurer and such other officer as the Board may consider necessary.

33. **Election of the officers-**

The officers of the Association shall be elected annually by the apartment owners.

34. **Removal of the officers-**

Any officer can be removed with or without cause upon an affirmative vote of majority of the apartment owners and his successor can be elected at any regular meeting of the apartment owners or at any special meeting of the apartment owners called for such purpose.

35. **President-**

The President shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all the general powers and duties which are usually vested in the office of the President of an Association, including the power to appoint committees from among the owners from time to time.

36. **Vice President-**

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



37. **Secretary --**

The Secretary shall keep the minutes of the meetings of the Board and of the Association. He shall have charge of such books and papers as the Board may direct and he shall perform all duties incidental to the office of Secretary.

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38. **Treasurer-**

The Treasurer shall be responsible for Association funds and securities and shall also keep full and accurate accounts of all receipts and disbursements in the books.

OBLIGATIONS OF THE APARTMENT OWNERS.

39. **Assessments-**

All the owners are obliged to pay monthly assessments imposed by the Association to meet all expenses. The assessment shall be made on the value of the apartment.

40. **Maintenance and Repairs-**

- (1) Every owner must perform all maintenance and repair work within his own apartment.
- (2) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephone, air-conditioners, sanitary installations, doors, windows, lamps and all other accessories, shall be at the expense of the apartment owner concerned.
- (3) The owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common area and facilities damaged due to his fault.

41. **Use of family units: Internal changes-**

- (1) All the apartments shall be utilized for residential purposes only.
- (2) An owner shall not carry out any structural modification or alteration or installation located therein in his unit without notifying the Association in writing. The Association shall have the obligation to answer within thirty days and failure to do so shall mean that there is no objection to the proposed modification, alteration or installation.

42. **Use of common areas and facilities and restricted common areas and facilities.-**

- (1) The owner shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas or facilities of a similar nature, both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.



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- (2) Thecondominium shall elevators Devoted to the transportation of the owners and their guests and for freight service, or auxiliary purposes. Owners and tradesmen are required to utilize exclusively a freight service or service elevators for transporting package merchandise or any other object that may affect the comfort or well-being of the passengers of the elevators meant for the transportation of owners, residents and guests.

43. **Right of entry-**

- (1) An owner shall grant the right of entry to the manager or to any other person authorized by the Board of the Association in case of emergency whether the owner is present at the time or not.
- (2) An owner shall permit other owners or their representatives when so required to enter his unit for the use of performing installation and alterations 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 a case of emergency, such right of entry shall be immediate.

44. **Rules of conduct-**

- (1) No resident shall post any advertisement or poster of any kind in or on the building, except as authorized by the Association.
- (2) The residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions and amplifiers, etc. that may disturb others. Residents keeping domestic animals shall abide by the municipal sanitary bye-laws or regulations.
- (3) It is prohibited to hang garments, rugs etc. from the windows, balconies or from any of the facades.
- (4) It is prohibited to dust rugs, etc. from the windows or to clean rugs, etc. by beating on the exterior part of the building.
- (5) It is prohibited to throw garbage or trash outside the disposal places provided for such purpose in the service areas. If such place is not provided, all garbage or trash shall be collected in a vessel and thrown in the municipal dustbin.



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- (6) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antenna, machines or air conditioning units, etc. on the exterior of the building.

FUNDS AND THEIR INVESTMENTS.

45. Funds-

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

- (a) by shares;
- (b) by contributions and donations by the apartment owners;
- (c) from common profits which shall form the nucleus of the Reserve funds;
- (d) by raising loans, if necessary, subject to such terms and conditions as the Association, with the approval of the Competent Authority, may determine in this behalf;

46. Investment-

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

- (a) in the Co-operative Bank or in State Co-operative Bank; or
- (b) in any of the securities in Section 20 of the Indian Trusts Act, 1882; or
- (c) in any Co-operative Bank other than that referred to in clause (a); or in any Banking Company approved for this purpose by the Association.

47. Affiliation-

The Association may after consulting the Competent Authority become member of any federation of apartment owners and pay the subscription from time to time.

48. Accounts-

- (1) The Association shall open a bank account and deposit the money received on behalf of the Association. The Secretary may retain in his personal custody an amount not exceeding Rs.100/- for petty expenses. All payments above Rs.20/- shall be made by cheque, signed by the Secretary and one member of the Board.



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- (2) Each apartment owner shall have a passbook in which the Secretary shall enter amounts paid to or received for his share in receipts of profits from common areas and contributions towards common expenses, and his share of the assessment and other dues, if any, in respect of his apartment.
- (3) The Association shall on or before the 31st day of July in each year publish an audited financial statement in respect of the common areas and facilities containing:-
- (a) the profit and loss accounts;
 - (b) the receipts and expenditure of the previous financial year; or
 - (c) a summary of the property and assets and liabilities of 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 have been arrived at.
- (4) The audited financial statement shall be opened to the inspection of any member of the Association during office hours and a copy shall be submitted to the Competent Authority not later than the 15th day of August of every year.
- (5) Every financial statement shall be accompanied by a list of the apartment owners and a similar list of loanees.

49. **Publication of Accounts and reports:-**

A copy of the last financial statement and of the report of the auditor, if any, shall be kept in a conspicuous place in the office of the Association.

50. **Appointment of Auditor:**

The association shall appoint at its general meeting an auditor who shall audit the accounts of the Association to be prepared by the Board.

51. **Power of Auditor:**

The auditor shall be entitled to call for and examine any papers or documents belonging to the Association relating to the common areas and facilities and common expenses and shall make a special report to the Association upon any matter connected with account which appears to him to require notice.



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MORTGAGEES

52. Notice to Association:-

If an owner mortgages his unit, he shall notify the Association, to the Manager or President of the Board, the name and address of the mortgagee and the Association shall maintain such information in a book entitled "Mortgagees of Units".

53. Notice of Unpaid Assessments:

The Association shall, at the request of a mortgagee of an apartment, report any unpaid assessment due from the owner of such apartment.

54. Compliance:

These bye-laws are set forth to comply with the requirements of the Delhi Apartment Ownership Act, 1986, in case any of these bye-laws conflict with the provisions of the said Act it is hereby agreed and accepted that the provisions of the Act will apply.

55. Seal of the Association:-

The Association shall have a common seal which shall be in the custody of the Secretary and shall be used under the Authority of a resolution of the Board and every Deed of Instrument to which the seal is affixed shall be attested for or on behalf of the Association by two members of the Board and the Secretary or any other person authorized by the Association.

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

56. Amendments of bye-laws-

These bye-laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least seventy five percent of the total value of the units in the building.


PRESIDENT


GENERAL SECRETARY


TREASURER



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