

EXHIBIT B
(See Clause XVIII of Form A)

BYELAWS OF
SS LEAF APARTMENT OWNERS ASSOCIATION

CHAPTER I

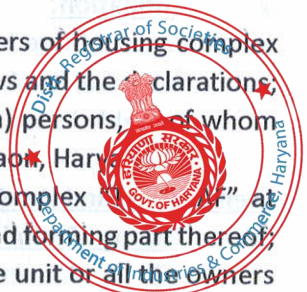
1. Short title and application:

- (i) These bye-laws may be called the Bye-laws of the "SS Leaf Apartment Owners Association".
- (ii) These bye-laws shall apply to the members of the "SS Leaf Apartment Owners Association" and the housing complex situated at "THE LEAF" Sector-85, Gurgaon, Haryana.
- (iii) All present owners, their successors-in-interest, tenants, future tenants, or their employees or any other persons who may use the facilities of the residential complex in any manner shall be bound by the provisions set forth under these By-laws.
- (iv) 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.
- (v) The provisions of Rule 18 sub-rule (1) w.r.t. "Determination of electoral colleges" is not applicable as the total number of apartment owners is less than 1000 (As provided in Amended Rules vide Notification No. 37-2016/Ext. dated 11.03.2016).

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.

- (i) "Act" means the Haryana Apartment ownership Act, 1983 and Haryana Registration and Regulation of Societies Act 2012 (wherever specified in references)
- (ii) "Apartment" means a part of a housing complex/property, intended for independent residential use, having one or more rooms with enclosed spaces located on one or more floors or any part or parts thereof, with a direct exit to a common area leading to street, road or highway and includes any parking space (whether or not adjacent to the building in which such apartment is located) provided by the builder for use by the owner of such apartment for parking any vehicle.
- (iii) "Apartment Owners Association" means all the apartment owners of housing complex The Leaf, Sector-85, Gurgaon, acting as a group under the bye-laws and the declarations;
- (iv) "Board" means a "Board of Managers" consisting of 13 (Thirteen) persons, of whom shall be Owners of the apartment in "THE LEAF", Sector-85, Gurgaon, Haryana;
- (v) "Building" means the building or towers located at Housing Complex "THE LEAF" at Sector-85, Gurgaon and known as "THE LEAF", and includes the land forming part thereof;
- (vi) "Declaration" means the declaration which the sole owner of the unit or all the owners of the housing complex have executed and registered (deed of apartment) as provided in Sections 12 & 13 of Haryana Apartment Ownership Act 1983.
- (vii) "Majority of Owners" means those Owners holding 51 percent of the votes.
- (viii) "Buyers" or "Apartment Owner(s)" means the person owning an apartment in "THE LEAF" housing complex;
- (ix) "Section" means a section of the Act;



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- (x) "Unit" means an independent unit/dwelling/flat in "THE LEAF", Sector-85, Gurgaon;
(xi) "Registrar" means the Registrar of the firms and Societies.
(xii) "Office Bearers" means the President, Secretary, Vice-President, Joint Secretary, Treasurer of the Association.

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

The housing complex raised at THE LEAF, Sector 85, Gurgaon, Haryana, submitted to the provisions of the Act and the rules made there under.

4. **Aims and Objects of the Association:**

The aims and objects of the Association shall be:

- (i) To be and to act as the Association of Apartment Owners of the housing complex called "THE LEAF" who have filed their respective declarations submitting their apartments to the provisions of the Act.
(ii) To invest or deposit contributions and other money received 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 the contribution made by the apartment owners, and if necessary, by raising loans for that purpose.
(v) To retain and permit the use of common facilities to apartment owners /outsiders against an approved charge and appropriate such income for the objects of the Association or its credit to a reserve fund.
(vi) 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.
(vii) To frame rules regarding establishment of any provident fund for the benefit of full-time employees of the association, as required under the law of the land, after following the prescribed procedure.
(viii) To do all things necessary or/and otherwise provide for the attainment of the objects specified in these bye-laws.
(ix) The Association shall not act beyond the scope of its objects without suitably amending the provisions of these bye-laws for the purpose.
(x) To provide for and do all and any of the matters provided in sub-section (2) of Section 16 of the Act namely, The Haryana Apartment Ownership Act 1983.

5. **Affiliation:**

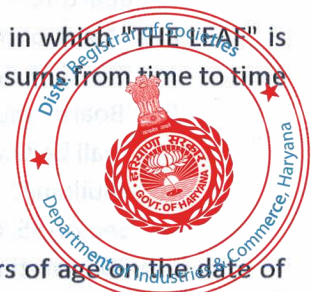
Should there be any Federation of apartment owners in the locality in which "THE LEAF" is situated, the Association may become a member thereof and pay the sums from time to time payable to such Federation under the rules thereof.

CHAPTER II

Membership and the Association of Apartment Owners

6. **Terms of admission of Members:**

- (i) A member of the Association should be of minimum 21 years of age on the date of admission and should not be insolvent or of unsound mind or has not been convicted of any offence involving moral turpitude punishable with imprisonment of one year or more.
(ii) Each member should subscribe to the aims and objects of the Association.
(iii) Every person who owns an apartment in "THE LEAF", and has executed respective declarations pursuant to Clause 3 of these Bye-laws submitting the apartment to the



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provisions of Haryana Apartment Ownership Act 1983, shall automatically be the member of the Association, and shall pay a sum of Rs.2100/- (Rupees Two Thousands one hundred only) as Membership Fee.

- (iv) No shares shall be issued.
- (v) 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 on payment of Rupees One Hundred only (Rs.100/-).
- (vi) 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 automatically become a member of the Association, and shall be admitted as a member on payment of the entrance fee of Rs. 2100/- (Rupees Two Thousand One Hundred only). Provided that any transfer of the apartment by way of sale to a third party, other than those involving family transfers, shall require prior approval of the Association. Further provided that wherever the Association 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 laid down by the Board of Managers of the Association, to the Association.
- (vii) On the death of an apartment owner, the apartment shall be transferred to the person 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.
- (viii) 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.

7. Joint Apartment Owners:

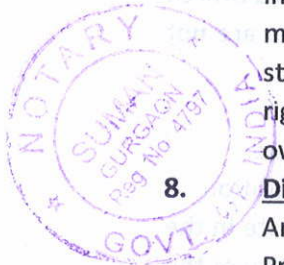
Where an apartment has been allotted in favour of two or more persons jointly, they may be jointly entitled to the ownership of the apartment and the membership of the Association in such case may be issued in their joint names. However, the person whose name stands first in the registered conveyance/sale deed/Deed of Apartment shall have all rights of membership together with all relevant obligations. Provided that such person, whose name stands first in the registered Conveyance/ sale deed/ Deed of Apartment, may transfer such rights to any one of the other joint owners. All communication will be addressed to the first owner unless he authorises any of the joint owners for this purpose.

8. Disqualifications:

An apartment owner shall not be eligible to vote in the election of the Board of Managers, President, Secretary, Treasurer, or any other office bearer, nor stand for election to such positions, if they have been convicted by any court in India or sentenced to imprisonment for six months or more. Additionally, Member not be eligible to vote or stand in the election of the association, if he has/her outstanding dues related to common area maintenance charges or electricity/utility bills, remain unpaid for more than 60 days as of the date of notification of election schedule.

9. Powers, Functions and Duties of Association:

- (i) The Association will be responsible for the administration of the common and services of the housing 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 in scheduled meeting and voting, casting their votes in the manner provided in Clause 17 & 18 of the bye-laws.



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10. Place of meetings:

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

11. Annual General Meeting:

The Annual General 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.

12. Extra-ordinary or Special General Meetings:

(i) The Association may hold its extra-ordinary or special general meetings as and when required by the Board of Managers. Provided that the Board of Managers shall convene a special or extraordinary general meeting of the Association upon a requisition signed by 1/5th of the members of the Association or as & when so directed by the District Registrar of Societies or the Housing Commissioner or any other officer duly authorised by them under the relevant statutes in this behalf.

(ii) The notice of any special general meeting shall state the date, time and place of such meeting and the purpose thereof.

13. Notice of Meetings:

(i) Board of Managers shall ensure that a notice of 14 days, indicating the time, date, venue and agenda is given to the members for any general meeting. Provided that such notice may be of a shorter duration (not less than 24 Hrs.) if not objected by at least 1/5th of the members.

(ii) The notice of any general meeting sent by electronic mail to the email ID of the member's or residents group on WhatsApp shall be an accepted mode of service of such notice.

(iii) A copy of the notice of every general meeting, annual or special, shall also be endorsed to the office of the District Registrar and/or the Housing Commissioner, as the case may be. A hard copy of the said notice may be sent to the concerned offices of the District Registrar and/ or the Housing Commissioner, if these offices are not electronically connected.

14. Quorum and Voting:

(i) The quorum for every annual or special meeting shall be 40% of the members.

(ii) There shall be one vote for each Apartment with value as described in declaration

(iii) In case of Joint Apartment Owners, 1st owner shall be eligible to contest/vote in the elections. The joint owner shall contest/vote in the elections only on authority of the 1st Owner.

(iv) Every vote, be it exercised by the member or by the duly authorised joint member, shall be cast in person. Provided that the member may communicate such authority in favour of the joint member through a letter or electronic mail (member should have earlier registered his e-mail address with the Secretary in writing) to the Secretary of the Association.

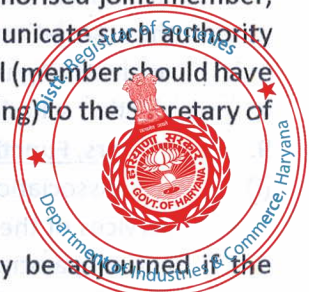
(v) No voting is permitted by proxy.

15. Adjourned Meetings:

(i) A general, annual or special meeting of the Association may be adjourned if the quorum for such meeting is not complete.

(ii) Board of Managers shall re-convene an adjourned meeting after a nap of not less than 48 hours of the meeting first convened and adjourned.

(iii) At the second re-convened meeting the quorum shall be not less than 25% of the members entitled to vote and present in person, subject to a minimum of four. Further, in case such meeting is adjourned for a second time for want of the quorum



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of 25%, the quorum for such third re-convened meeting shall be 15% of the members entitled to vote and present in person, subject to a minimum of four, and the matters decided.

16. Order of Business:

(i) Agenda points for the "Annual General Meeting" will be as follows and they will be taken up in the order given below (or, as may be decided by the Board of Managers):

- a) Welcome address by President.
- b) Election of Members of Board of Managers (if due).
- c) Passing of Minutes of Last Meeting.
- d) Presentation of Annual Report by outgoing Board of Managers (including points put up by Internal Auditor and any subcommittees).
- e) Consideration and approval of details of accounts, including the Balance Sheet, income and expenditure (Profit & Loss) Statement together with the Auditor's report for the preceding year.
- f) Replies to questions submitted by Members at least 7 days before the meeting (all questions will be included).
- g) Vote of thanks to the outgoing Board of Managers (if due).
- h) Any other point permitted by the President.

ii) Agenda points for "General Meeting" will be as follows and they will be taken up in the order given below (or, as may be decided by the Board of Managers):

- a) Passing of Minutes of Annual General Meeting and any Extra-ordinary General Meeting held between AGM and this GM.
- b) Ex post-facto sanctions of financial expenditure incurred by Board of Managers, President and Secretary in emergent circumstances as laid down in Bye-Laws.
- c) Supplementary demands.
- d) Consideration and approval of the Society's Budget and also General Policy and Programme for the next financial year, as prepared by the Board of Managers.
- e) Agenda points put up under signature of two members or more, at least seven days before the date of meeting, which seek to revise the decisions taken in GM/AGM held earlier. All such points shall be included.
- f) Agenda points put up by the Board of Managers.
- g) Agenda points put up under signature of two members or more at least seven days before the date of meeting, which do not affect decisions taken by earlier GM's. All such points shall be included.
- h) Replies to questions submitted by members at least 7 days before the date of the meeting (all questions will be included).
- i) Any other point permitted by the President.

17. Special Resolution:

Any matter required to be resolved through a Special Resolution may be decided at a general meeting, annual or special, which is attended by at least 25% of the total members and is approved by 51% of the members present and voting.



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 Joint Secretary, a Treasurer. In case of temporary non-availability of

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President as well as Vice-President, the remaining Board of Managers will nominate one of its members to act as President.

- (ii) The office-bearers of the association shall be elected, as and when it becomes due, by the members of the Association of Owners.
- (iii) The term of office of the Board of Managers and office-bearers of the Association shall be three years.
- (iv) Election observer may be appointed by District Registrar or on request of Association.

19. Resignation, Suspension and Removal of Officer-bearers:

- (i) An office-bearer of the Association may of his own desire, resign from such position at any time. Provided that the Board of Managers 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 the majority of the Board of Managers expresses 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 meeting of the Association for his removal and so resolved. Provided that the Board of Managers 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.
- (iv) A member of the Board of Managers shall cease to be its member if he/she remains absent, without a valid reason, during four consecutive meetings of the committee.
- (v) The board of managers will issue show cause notice to the office bearer of the association if he/she has to be removed as per clause 19(ii) and after giving opportunity of hearing may remove his from his position as per clause 19 (ii).

20. President of the Association:

- (i) The President shall chair meetings of the Association or work along with office bearers so that at least one of the office bearers (President/Vice President/Secretary/Joint Secretary/Treasurer) chair meetings of Board of Managers.
- (ii) The President shall take all decisions in consultation with board of members to ensure aims and objects of the Association are fulfilled.
- (iii) The President shall not make any decisions unilaterally on behalf of the Association without the mutual agreement of the Board of Members, either during a formal meeting or through electronic communication.
- (iv) The President shall take decision of reducing/removal of any penalty or interest imposed on any resident if approved by 51% of the Board of Members.

21. Vice President:

- (i) The Vice President shall perform such functions as are assigned to him by the Board of Managers from time to time.
- (ii) Officiate as the President during any temporary absence of the President.

22. Secretary:

- (i) He shall be the overall in-charge of the secretarial functions of the Association and the Board of Managers.
- (ii) He shall issue notices for the meetings of the Association, the Board of Managers, record the proceedings of all such meetings and maintain various registers as are required to be maintained in this behalf.



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- (iii) He shall be the custodian of all such books and records of the Association and the Board of Manager, as the Board of Managers may direct.
- (iv) He shall send policies/notices to residents, letters, correspondences and notices to the builder, maintenance agency, contractors, sub-contractors, govt. departments authorities such as DTCP, HUDA, MCG, etc., and shall be authorized to hire services of a professional such as lawyer, auditor, accountant, architect, etc. upon mutual agreement with members of board or on recommendation of a committee setup for such purpose.

23. Joint Secretary:

- (i) The Joint Secretary shall perform such functions as are assigned to him by the Board of Managers from time to time.
- (ii) Officiate as the Secretary during any temporary absence of the Secretary.

24. Treasurer:

- (i) He 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 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 Board of Managers.
- (iii) He shall produce monthly or quarterly or half-yearly or at a frequency agreed with members of the board a Collection Vs Expenditure Statement. Once approved by members of board to be published to all residents.
- (vi) He shall support if required with support of accountant, in maintaining any financial transactions including issued cheques or electronic transactions as and when processed by office bearers for fulfilling aims and responsibilities of the association
- (vii) He shall not independently approve or spend funds without prior approval from the Board of Members or the General Body, as specified in the association's bye-laws



CHAPTER IV

Constitution of the Board of Managers, its functions and powers

25. Board of Managers and its mandate:

- (i) The affairs of the Association shall be managed by a 'Board of Managers' comprising of five office-bearers (President, a Vice-President, a Secretary, a Joint Secretary, a Treasurer) and ~~Two~~ Executive Members, who shall be elected by the Apartment Owners for a term of three years, and may be referred to as the 'Board of Managers' hereinafter.
- (ii) The office-bearers of the Board of Managers shall be the office-bearers of the Association also.



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- (iii) The Board of Managers 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.
- (viii) The Board of Managers 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 Board of Managers may appoint such sub-committees of members of association 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 Board of Managers 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 of Managers, with or without any expert, shall submit its report to the Board of Managers, upon which the Board of Managers may take such action as deemed appropriate.
- (viii) The Board of Managers 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 Meeting.
- (ix) The Board shall have 13 members. An endeavour shall be to have representation from most of the buildings in the complex but not mandatory if some building or towers do not have volunteers.

26. Duties, functions and powers of the Board:

The Board 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 LEAF", 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 "THE LEAF", 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 Board authorised in this behalf.



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- (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.
- (xiii) The Board of Managers may elect any owner/co-owner as its Patron/Chief Patron and/or Advisor/Chief advisor to the Board who has done great contributions to "THE LEAF" housing complex and its residents or who can be instrumental in bringing meaningful support to the Board and the association. The total number of Patrons and Advisors shall not be more than two persons at any point in time and the tenure shall not exceed one years and may be re-elected by the Board for a similar or lesser term.
- (xiv) Submission of mandatory Annual Returns, i.e., List of Members, List of Office Bearers, Annual Report on working, Balance Sheet & Auditors Report, copy of special resolution otherwise shall attract penalties & fines as per provisions of the Act.
- (xv) Board of Managers shall issue an identity card to all the members. Cost of the same shall be recovered from the members.
- (xvi) Enforce financial penalties as documented in policies created and communicated by Association to residents time to time, for not complying
- (xvii) Issue a notice to the owner of any unit occupied by a tenant who fails to comply with The Leaf Bye-laws and the policies established and communicated by the Association to all residents.
- (xviii) Enforce interest (as documented and communicated in association policies for residents) on resident who have failed to pay utility bills, electricity bills, common maintenance charges, or any other charges agreed upon during the AGM or any Special Meeting with residents.
- (xix) Discontinue basic maintenance services (as documented and communicated in association policies for residents) for residents who have failed to pay utility bills, electricity bills, common maintenance charges, or any other charges agreed upon during the AGM or any Special Meeting with residents.

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

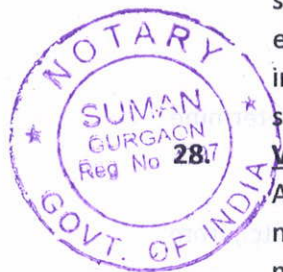
No office bearer or member of the Association or the Board of Managers shall be appointed to any salaried office of the Society, and shall not be paid any fees or remuneration for the services rendered by him; Provided that the office bearers and/or the members shall be entitled to claim reimbursement 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.

Vacancies in the Board of Managers:

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 Board by nomination as an interim measure, which shall be placed before the Association in its next general meeting for ratification or election of such office bearer.

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

- (i) The Board 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 board 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.



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- (iii) The Board may require all or any of the employees of the Association to furnish a fidelity bond.

CHAPTER V

Meetings of the Board of Managers, Notices, Agenda, Quorum, and Proceedings

30. Meetings of the Board of Managers:

- (i) The first meeting of the newly elected Board for the first time of thereafter shall be held within Six Months of such election at such place as shall be fixed by the Board.
- (ii) The Board of Managers 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 Board of Managers:

Every meeting of the Board 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 33% of the members of the Board shall constitute the quorum for any meeting.

33. Proceedings of Meetings:

- (i) Proceedings of each and every meeting of the Board of Managers shall be recorded by the Secretary or nominated office bearer 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 Board members by electronic mode and hard copies thereof shall be endorsed to concerned authorities, as required and also put up on Association Notice Board (wherever applicable) within seven days.

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 "SS Leaf Apartment Owners Association", if any;
- ii. Membership fee;
- 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.
- vi. Capital appreciation or interest income by investment of the surplus funds
- vii. Contribution, rentals, donation, auctioning of services, advertisement, sponsorship, etc. from any third party such as vendors, advertisers or corporates and residents or Buyers
- viii. Advertisements, Rentals by leasing out spaces in common area.

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

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



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portion thereof shall be paid or transferred, directly or indirectly, to the members of the Association.

37. Maintenance of Accounts:

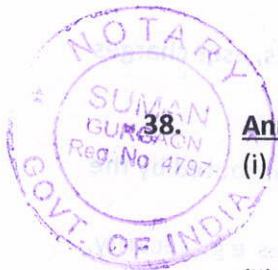
- (i) The Association may open separate bank accounts for separate purposes and maintain proper accounts of credits to and debits from each such account.
- (ii) All receipts and payments of the Society shall be made through Bank Instruments only (DD/ Pay Order/ Cheques / Bank Transfers/ RTGS, etc.) including all receipts towards the Membership Fees and the Annual Subscriptions from the members. However, the Board of Managers may determine the limits of payments by the Association which may be conducted in cash in certain other cases.
- (iii) All receipts towards the Membership Fees, Annual Subscriptions, etc., due from the apartment owner(s) shall be accepted from the apartment owner(s) only. No such payment shall be accepted by the Association from any person other than the apartment owner(s) in any form.
- (iv) The Secretary or the Treasurer may keep an amount, not exceeding Rs. 45,000/- 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.
- (v) All payments exceeding Rs.10,000/-, in so far as possible, shall be made by cheque and signed by two signatories, the President and the Secretary or the President and the Joint-Secretary or the Vice-President and the Secretary or the Vice-President and the Joint-Secretary.
- (vi) Cheques for any payment exceeding Rs.1,00,000/- shall be signed jointly by the President and the Secretary or the President and the Joint-Secretary or the Vice-President and the Secretary or the Vice-President and the Joint-Secretary and approved by the Treasurer.
- (vii) The Board of Managers shall maintain a pass-book or ledger 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 Meeting of the Association or at any stage, for which the Association may or may not determine a fee.

38. Annual Accounts:

- (i) The Board of Managers shall prepare annual accounts of the Association 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 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



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- shall be placed before the Annual General 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 Meeting along with the determination of the remuneration there for.
- (ii) The Board of Managers 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-set 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. Power is being supplied to the Association Complex from a HT (Connection), water charges etc.;
- (d) Contribution to the Reserve Fund (Sinking 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.;



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- (f) Any taxes or fees or cess payable to the local Municipal Corporation;
 - (g) Any charges for cultural or recreational activities conducted for residents
 - (h) 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 prorate basis.

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 "THE LEAF", who is also a 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:

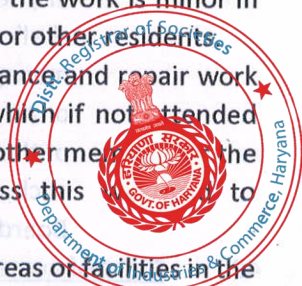
- (i) The apartment owners shall be obliged to observe their duties and obligations as set out herein and any violation of the same shall make them liable to fine and/or for forfeiture of their rights as may be determined by the Association at its meeting or by any special committee appointed by them in this regard.
- (ii) Apartment Owners shall obtain permission from the Board before his flat is hired to a tenant. The Board shall issue identity cards to the tenants.
- (iii) On completion/ termination of the tenancy, it shall be the responsibility of the owner to inform the Board and to surrender the identity card so issued to the tenant.

45. Enforcement of obligations:

In case any member is in arrears of payment of his obligations for a period of Two Months or more, the Board of Managers shall be competent to take all measures for the recovery of such arrears of the monthly maintenance charges, 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 repairs, renovations, and replacements of internal installations within an individual dwelling unit (e.g., water, electricity, gas, sewage, telecommunication systems, air conditioners, sanitary installations, doors, windows, lamps, and other accessories) shall be the responsibility of the apartment owner, and shall be carried out at their own expense. The owner may request assistance from the maintenance staff for tasks such as removing old fixtures or installing new ones, provided the work is minor in nature, does not disrupt complaints/services of common areas or other residents.
- (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 of the common areas of the housing complex; Failure to address this to action/penalties as documented in policies by association.
- (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



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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 Board 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 Board 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 Haryana Urban Development Authority (HUDA) (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 "THE LEAF" complex 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 authorised by the Association, other than for normal transit and circulation.
- (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 affect the comfort or wellbeing 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.
- (iv) Damages to common areas or facility done by the resident/tenant/owner or any of his/her family members or part-time or full time employees/ servants / maids/ drivers shall be recovered from the resident/tenant/Owners on actual basis. The management committee may take quotation from the maintenance service provided or an external agency or organization or contractor for the repair and restoration of the damaged common area or facility. The decision of the Board shall be binding in such cases and such invoices raised shall be paid within such time as directed by the Board.

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 Board 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



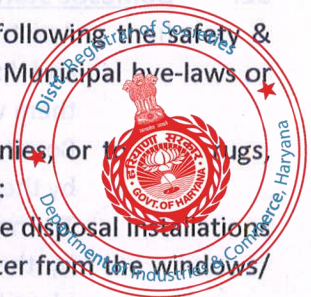
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mechanical or electrical services, provided, that requests for entry are made in advance and that such entry is at a time convenient to the owner; but in case of emergency, such right of entry shall. be immediate.

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.
 - (c) He/she comply to "THE LEAF" byelaws and policies established for residents by Associations
- (ii) All the apartment owners and/or residents including the tenants of "THE LEAF" Housing 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 "THE LEAF" Housing Complex shall post any advertisement or posters of any kind in or on the building except as authorised 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, smoking, etc., by the residents and/or their guests, tenants and domestic staff in the common areas including the lifts, is strictly prohibited.
- (vi) Any apartment owner who sells his/her apartment is required to take No Objection Certificate (NOC) from the Association, pay a transfer fee of Rs50,000/- (Rupees Fifty Thousands only) and the Association will give the NOC within 2 working days after all dues are cleared. If the seller transfers the apartment in the name of the new owner without the knowledge of the Association, then the dues shall be recoverable from the new owner. Such dues shall include, but are not be limited to, Membership Fee dues, CAM charges, Electricity dues, relocation dues, etc.
- (vii) 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 and pet policy published by the association;
 - (c) not dust rugs, carpets etc. from the windows and balconies, or 1. Rugs, carpets etc. by beating on the exterior part of the building;
 - (d) not throw or drop any garbage or trash or litter outside the disposal installation 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/dish, machines or air conditioning units, etc. on



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the exterior of the Complex building or that protrude through the wall or the roof of the building except as authorised by the Association.

- (g) Playing of games for which facilities have not been provided in "THE LEAF", is strictly prohibited in common areas and parks for the safety of persons/ property.
- (h) Use of Generators is strictly prohibited.
- (i) The Board is elected by members and conducts business on their behalf. Hence the notion of "Consumer" and "Service provider" is not relevant. Any complaints/ grievances by members are to be put up to Board in the first instance and if not satisfied by its decision to next meeting of the Board. If still not satisfied, all such matters including interpretation of these bye-Laws referred to Registrar and/or civil court for Final Decision.
- (j) Common facilities provided to residents of "THE LEAF" may be withdrawn in case of failure to comply with rules, regulations, bye-laws of the societies and decisions of Board.

51. Parking of Vehicles:

The apartment owners/ residents/ tenants shall follow the following guidelines in this behalf:

- (i) As respective car parking space(s) are earmarked for each apartment and parking stickers (on nominal charges as applicable) 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 Board of Managers.
- (iii) It is expected that every owner/ resident shall park or cause to be parked his cars at the assigned parking space(s) 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;
- (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.
- (vi) Parking space(s) shall be appropriately used without causing any obstacles to residents. In case of misuse/wrong use, Board shall take action as deemed fit.
- (vii) In order to ensure compliance to the parking rules, maintenance agency/security agency will be authorised to use appropriate actions like usage of Warning Notices, Fines or Penalties, Towing of Vehicles, Wheel lock etc.. as documented in policies by the association.

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 employed 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 Board 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 Board and to surrender the identity card.



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- (iii) 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 bye-laws and the provisions of the said Acts, the provisions of the Acts will apply.

54. Seal of the Association:

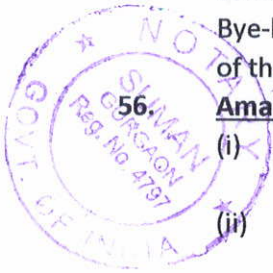
The Association shall have a common seal which shall be in the custody of the Secretary and shall be used only under the authority of a resolution of the Board of Managers and every deed or instrument to which the seal is affixed shall be attested for or on behalf of the Association by two members of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

55. Amendment of the Memorandum and/ or Byelaws of the Association:

The Memorandum of Association or the Bye-laws 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 "THE LEAF" Housing Society, Gurgaon is a body corporate with perpetual succession and not likely to be dissolved;
- (ii) 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 presents and voting.



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