

Date of Registration: 30th January, 2024

Every Property shall be administered in accordance with such byelaws as may be framed by the Competent Authority with the prior approval of the State Government. AND Whereas under Notification no. 1505- HIV dated 23rd November, 1974 In exercise of the power conferred by sub section (1) of section 13 of the West Bengal Apartment Ownership Act 1972 (West Bengal Act XVI of 1972), the Competent Authority has made, with the prior approval of the State Govt. bye-laws which are given here under in-

PART-A:

AND Whereas under section-12 of said Bye-Laws, ECOS Association of Apartment Owners, a body formed under such West Bengal Apartment Ownership Act, 1972 With regard to the smooth transaction of its business in a General Meeting (The decisions taken in the 1st General Body meeting dated 21.07.2024) has made certain Rules & Procedures which are broadly given hereunder in

PART-B:

The Rules and Regulations has been framed for the interest of the ECOS based on the Bye-Laws.

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PART-A:

West Bengal Apartment Ownership Bye-laws, 2022

No.-HO-23099(14)/2/2020-APARTT CELL-Dept. of HO, dated 6th April, 2022 – In exercise of the power conferred by sub-section (1) of section 13 of the West Bengal Apartment Ownership Act, 1972 (West Ben. Act XVI of 1972) and with the prior approval of the State Government, the Competent Authority, in supersession of all Bye-laws previously made on the subject, hereby makes the following Bye-laws, namely:—

CHAPTER I

PRELIMINARY

1. Short title, commencement and application. —(1) These bye-laws may be called the West Bengal Apartment Ownership Bye-laws, 2022.
 - (2) These bye-laws shall come into force on the date of their publication in the Official Gazette.
 - (3) These bye-laws shall apply to all the Association of Apartment Owners registered under the West Bengal Apartment Ownership Act, 1972 (West Ben. Act XVI of 1972).
2. Definitions.— (1) In these bye-laws, unless the context otherwise requires,—
 - (a) "Act" means the West Bengal Apartment Ownership Act, 1972 (West Ben. Act XVI of 1972);
 - (b) "Apartment Owner" means the person owning or deemed to be owning an apartment under the Act;
 - (c) "Association" means an Association of Apartment Owners formed and registered under the Act;
 - (d) "Board" means a Board of Managers of an Association;
 - (e) "Federation" means federation formed under the Act;
 - (f) "Financial Year" means the year commencing on the first day of April;
 - (g) "Form" means a form appended to these bye-laws;
 - (h) "Member" means a member of an Association;
 - (i) "President" means the President of Board, and also of an Association;
 - (j) "Section" means section of the Act.

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

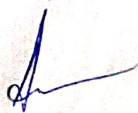
CHAPTER II

FORMATION OF ASSOCIATION OF APARTMENT OWNERS

3. **Formation of the Association.**—(1) (a) There shall be, in respect of each property, an Association, and each apartment owner of such property is a member of such Association.
 - (b) Where an apartment owner transfers his apartment by sale, gift, lease, exchange or assignment to any other person he shall cease to be a member of the Association concerned from the date of the sale, gift, lease, exchange or assignment, as the case may be, and the transferee becomes immediately a member of the said Association in place of the transferor. The transferor and the transferee shall notify such transfer to the Board by writing a letter addressed to the President of the Association within seven days from the date of such transfer. The Board shall keep this intimation letter for its record only.
 - (c) Where more persons than one jointly own an apartment, such persons shall nominate one of themselves as a member of the Association concerned before submitting Form 1 and intimate the same to the apartment owner presiding over the meeting convened for the purpose of submitting Form 1. Thereafter such joint owners may nominate one of them as the member of the Association for the period of tenure of each new Board. Such nomination shall be intimated to the new Board within fifteen days of taking charge by the new Board.
- (2) Within forty-five days from the date of acceptance of Form A by the Competent Authority, or within such further period as the Competent Authority, on application made to it or of its own motion, may allow, the apartment owners of each property shall in a general meeting to be held on such date and at such time and place as may be decided such owners and to be presided over by an apartment owner chosen by the apartment owners present in such meeting, from an Association under some specific name and style, and the apartment owner presiding over such meeting shall immediately communicate the formation of such an Association along with the names of the members thereof, in Form 1 along with the copy of resolution and attendance sheet of the meeting to the Competent Authority who shall register the Association under a serial number and issue a registration certificate in Form 2.

Explanation. — For the purpose of this clause, a person owning more than one apartment, shall be deemed to be one apartment owner. There shall be minimum four apartment owners of minimum four apartments to form an Association.

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4. Power and function of an Association.—(1) The final authority of an Association shall vest in the general members who shall exercise such power through general meeting of the Association and they shall administer the property concerned in accordance with the Act and these bye-laws; and exercise general supervision over the affairs and business of the Association and, in particular, over the activities of the Board.

(2) The functions of an Association shall be—

- (i) to raise funds for the Association as provided for in the Act and these bye-laws;
- (ii) to provide for maintenance, repair and replacement of the common areas and facilities of the property and payments thereof;
- (iii) to provide for proper maintenance of accounts;
- (iv) to provide for and do any other thing for the administration of the property in accordance with Act and these bye-laws.

5. Annual General Meeting of Association. — (1) The Annual General Meeting of the Association shall be held in the month of May each year:

Provided that if the Annual General Meeting of the Association cannot be held in the month of May due to natural calamities or act of God or force majeure or any other disaster the Board shall forthwith take steps to pass a resolution through circulation among all the members of the Association for continuance of the Board a further period of time till such circumstance exists and shall hold the Annual General Meeting within 15 days from the date when the circumstances which prevented the Association to hold the Annual General Meeting in the Month of May. Such resolution through circulation shall be deemed to be passed when at least one-third members of the Association agree on such resolution.

(2) A notice of an Annual General Meeting stating the place, date and hour of the meeting together with a list of businesses to be transacted thereat, shall be sent by the President to every member at least fifteen clear days before the date of the meeting and no business other than those mentioned in the said list shall be transacted at such meeting. Notice may be sent by email or any other electronic mode:

Provided that if the Annual General Meeting of the Association cannot be held physically due to natural calamities or act of God or force majeure or any other disaster the meeting may be conducted through online mode.

(3) The business of the Annual General Meeting of an Association shall be—

- (a) to consider the annual report of the Board;
- (b) to consider the audit report and the audited annual financial statement of accounts;
- (c) to consider and approve the annual budget for the next financial year, including—
 - (i) determination and assessment of monthly contribution to be made in the next financial year by each apartment owner toward common expenses; and
 - (ii) retention or letting out of the common areas and facilities, as described in Form A, for shopping, commercial or other purposes.
- (d) to transact any other business that may be laid before the meeting by the Board or be considered by the Annual General Meeting to be necessary for the administration of the property.

(4) The Annual General Meeting shall be presided over by the President or, in his absence, by a member to be chosen by the members present in such meeting.

(5) Subject to the minimum of three, the quorum for an Annual General Meeting shall be one third of the total number of the members.

6. Special General Meeting of Association. — (1) The President may convene Special General Meeting as and when the Board decides to convene such Special General Meeting.

(2) On requisition of one-third members of an Association a Special General Meeting of such an Association may be held as often as may be necessary to consider all of or any of the subjects specified to be the business of the Annual General Meeting and any other business of general importance in the interest of the Association and within the scope of the Act and these bye-laws. After receiving the requisition, the President shall convene Special General Meeting within 15 days of receiving the same. If the President does not convene the meeting within the said period, then the persons who made the requisition shall hold the meeting within the next 15 days from the date of expiry of convening meeting by the President after giving notice of such meeting to all the members.

(3) A notice of a Special General Meeting stating the place, date and hour of the meeting together with a list of businesses to be transacted thereat, shall be sent by the President to every member at least seven clear days before the date of the meeting and no business other than those mentioned in the said list shall be transacted at such meeting. Notice may be sent by email or any other electronic mode.

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(4) The Special General Meeting shall be presided over by the President or, in his absence, by a member to be chosen by the members present in such meeting.

(5) Subject to the minimum of three, the quorum for a Special General Meeting shall be one third of the total number of the members.

(6) All questions which may come up before any Annual or Special General meeting shall be decided by a majority of the members present and voting, and in the event of equality of votes, the President or, in his absence, the member presiding the meeting shall have and exercise a second or casting vote. Voting shall be made by any method the President or the member of the Association presiding over the meeting may deem fit and the majority members present agree on it. Every decision shall be taken in the form of resolution and the decision of the general meeting shall be binding on the Board and all the members of the Association:

Provided that if within half an hour from the time appointed for the meeting there is no quorum, the meeting shall stand adjourned ordinarily to the same day on the next week to be held at the same place and time and the fact of the adjournment shall be notified at the office of the Association or at or at any other conspicuous place or places within the compound of the property and shall also be informed through electronic mode to all the members.

(7) Every Association shall cause minutes of proceeding of Annual or Special General Meeting to be recorded in a book kept for the purpose. The minutes are to be drawn up by the Secretary of the Association and shall be duly signed by the President or the person presiding over the meeting immediately on the termination of the meeting or as early thereafter as possible.

(8) An Association shall observe such other procedure in regard to the transaction of its business in a general meeting as may be determined by its members in consistent with these bye-laws.

CHAPTER III

CONSTITUTION OF A BOARD OF MANAGERS AND ITS FUNCTIONS

7. Constitution of a Board and its Functions.—(1) There shall be a Board in respect of each Association to carry on and manage the affairs and business of the Association and to exercise all such powers of the Association as are not required to be exercised by the Association in a general meeting.

(2) The number of Managers of a Board shall be equal to one third of the number of the apartment owners of the property concerned but in no case it shall be less than three or more than forty-eight.
Explanation:

- a. Where, in a property, a person owns more than one apartment he shall, for the purpose of this clause, be deemed to be one apartment owner.
- b. While computing, for the purpose of this clause a fraction exceeding one half shall be deemed to be one whole.

8. Election of Managers of the Board.—(1) Within fifteen days of formation of an Association under clause (2) of bye-law 3, the apartment owner presiding over the general meeting referred to in the said clause shall serve notice upon each member of such Association fixing therein the date (not before seven days from the date of issue of such notice) on which and the time and place at which a Special General Meeting shall be held for deciding the detail manner in which and the date on which the election of the Managers of the Board be held.

(2) The election shall be held by secret ballot in accordance with the detail manner decided under clause (1) of this bye-law.

(3) The service of the notice referred to in clause (1) shall be effected by personal service or through letter sent by registered post or through e-mail or any other electronic mode.

(4) After the Managers of the Board are elected as aforesaid, the Board shall, within ten days of the date of election of its Managers, hold its first meeting and elect its President who shall be the Chief Executive Officer of the Association. The other office-bearers of the Association shall also be elected in that meeting. The President shall forthwith forward the names of the President and that of the other office-bearers and Managers of the Board in Form-3 to the Competent Authority for his record.

(5) The tenure of the Board shall be three years. However, the tenure of the first Board may be less than three years and its tenure shall be till the third calendar month of May during its tenure.

(6) All subsequent elections of the Managers of the Board shall be held in the manner as decided under clause (1) of this bye-law or in any other manner as will be decided by the Association in

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a subsequent general meeting. All subsequent election of Managers of the Board shall be conducted in the month of May.

(7) The President of the subsequent Board shall forthwith forward the names of the President and that of the other office-bearers and Managers of the Board in Form-3 to the Competent Authority for his record.

9. Meeting of Board. -(1) A Board shall meet at least once a month and its meeting shall be presided over by its President and in his absence, by a Manager to be elected by the Managers present in the meeting for presiding over the meeting.

(2) (a) A Board shall meet on such date, at such time and place and after giving such notice and shall observe such procedure in regard to the transaction of its business at its meeting as may be determined by such Board.

(b) On the written requisition of at least one-third of Managers of the Board or at the initiative of the President, special meeting of the Board may be held after serving clear three days' written notice to each Manager, stating therein the date, place, time and purpose of the meeting. Notice may be served through electronic mode.

(3) No business shall be transacted at a meeting of a Board unless there is present at such meeting at least one third of its Managers, subject to a minimum of two.

(4) All questions which come up before any meeting of a Board shall be decided by a majority of votes of the Managers present and voting, and in the event of equality of votes, the President and in his absence the Manager presiding such meeting shall have and exercise a second or casting vote.

(5) The minutes of all the meetings of the Board shall be recorded by the Secretary and duly signed by the President or the Manager presiding over the meeting, as the case may be.

(6) The Board may meet online also.

10. Removal of Managers. - (a) A Manager may be removed from office at any Special General Meeting of the Association, convened on the requisition of the Board, by a vote of the majority of the apartment owners present and thereupon a successor shall be elected within six weeks through a Special Election. The Manager so elected shall remain in office for the residue period of the Manageron whose removal he has been elected.

(b) Any other casual vacancy in the office of any Manager by resignation or death shall be filled up through a Special Election for this purpose. The Board shall take steps to hold Special Election for this purpose within six weeks from the date of the vacancy. The election shall be held in the manner decided in general meeting for this purpose under clause (1) or clause (6) of bye-law 8.

11. Disqualifications for being Managers. -(1) Any apartment owner, who fails to pay in any financial year any instalment of his contribution towards the common expenses which may have been assessed by the concerned Association shall not be entitled-

- (a) to vote at any election of the Managers of the Board concerned, and
- (b) to seek election for the office of the Managers of the Board concerned, till all his arrears are cleared.

12. Powers and Duties of the Board.-(1) Subject to the final authority of the Association in general meeting it shall be the duty of a Board to do all such acts and things and take all such steps as may be necessary and expedient for carrying out the purposes of the Act and these bye-laws, and, in particular, it shall be directly responsible for-

(i) the care, up keep, maintenance, repairs and replacement of the common areas and facilities including the limited common areas and facilities of the property concerned, as referred to in sub- section (2) of section 13;

(ii) the collection of money, including arrears, due from each apartment owner on account of monthly assessment made by the Association concerned for payment towards common expenses;

(iii) the collection of monthly rents out of the common areas and facilities let out for shopping, commercial or other purposes;

(iv) the proper maintenance of the funds and accounts of the Association concerned, and, if necessary, for the building up of a reserve fund out of the common profits left over after meeting the common expenses;

(v) securing and furthering the interests of the Association concerned in every possible way.

(2) A Board, subject to any direction of the Association in general meeting, shall-

(i) receive and disburse money, sanction working expenses, ensure regular and day-do-day maintenance of the cash book under the supervision of the Treasurer and make arrangements for daily verification of the cash balance;

(ii) enter the accounts of the Association concerned in proper book timely and regularly, and make provisions for inspection thereof from time to time,

(iii) maintain the accounts of the money received and expended for and on behalf of the Association concerned and the accounts of the assets and the liabilities thereof;

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- (iv) prepare and place before the annual general meeting of the Association an annual budget estimate;
- (v) prepare all statements, accounts and returns and comply with all other requisitions, as may be made by the auditor for the purpose of auditing the accounts of the Association;
- (vi) remove and rectify all defects and irregularities pointed out at the audit.
- (vii) convene a Special General Meeting of the Association on requisition referred to in clause (2) of bye-law 6;
- (viii) convene Annual General Meeting of the Association in due time;
- (ix) realize and enforce realization of all dues of the Association and meet all its liabilities;
- (x) let out common areas and facilities for earning common profits, settle terms and conditions for such letting out, and revoke and alter such terms and conditions from time to time, as may be necessary;
- (xi) enter into all such agreements and make all such arrangements as may be necessary for the proper and effective maintenance, repair and replacement of the common areas and facilities and make payments therefore;
- (xii) institute, defend, or compound any legal proceedings for and against the Association or the property and for any offence of contravention or breach of any provision of the Act or these bye-laws;
- (xiii) improve the condition of general welfare of the apartment owners, within the scope of the Act and the Bye-laws;
- (xiv) maintain an up-to-date Register of members in Form 4;
- (xv) take steps to conduct election of Managers in time.
- (xvi) constitute different committees including Grievance Redressal Committee.
- (xvii) perform any other duty or discharge any other function under the Act and these bye-laws as the Association in general meeting may direct;

13. Election of Office-Bearers, and Removal of Office-Bearers. –

- (1) (a) In addition to President, there shall be the following office-bearers of an Association – a Vice-President, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers. All the office-bearers shall be elected by and from the managers of the Board,
- (b) The President shall after each election forward the names, address, phone number, e-mail address of the managers of the Association with their respective designation in form No. 3 printed on their Association letterhead to the Competent Authority for his record.
- (c) The Managers of a Board including its President, Secretary and Treasurer may be paid honorarium for attending the meetings of the Board or any other business in connection with the affairs of the Association at such rates and under conditions as the Association may determine from time to time.

(2) **Removal of office-bearers** (a) The President, Secretary, Treasurer or any other elected office-bearer of a Board may be removed from such office by vote of not less than two-third of the Managers of the said Board in the meeting that shall be specially convened for the purpose by the President of the said Board on the requisition of at least one-third of the Managers of such Board:

Provided that the President or any other officer whose removal has been proposed shall be given an opportunity of being heard at the meeting specially convened for the purpose.

Provided further that in case of a meeting where the removal of the President will be discussed, the Secretary or any other office-bearer may convene the meeting for such purpose.

(b) **Resignation of Office-Bearers**–The President, Secretary or any other elected officer may resign his office any time by a notice to the Board addressed to the President or the Vice-President if the President resigns. On receipt of the notice the Board shall as early as possible at a meeting consider the matter and on the resignation being accepted shall forthwith elect another officer from amongst the Managers of the Board in place of one who has resigned.

14. Appointment of Staff. – (a) A Board may appoint facility management service provider or staff to assist it in efficient discharge of its business under the Act and these bye-laws.

(b) A Board shall, subject to the approval of the Association determine the terms and conditions of service of facility management service provider or the staff referred to in clause (a).

15. Delegation of power by a Board. – (1) The President, Secretary, Treasurer and other office-bearers appointed by a Board shall exercise such powers, perform such duties and discharge such functions as may be assigned to them by the Board from time to time.

(2) Subject to the provisions of the Act and of these bye-laws, a Board may delegate such of its powers, duties and functions to its President, Secretary, Treasurer or other office-bearers, as it may think fit, in the interest of efficient discharge of its business for the administration of the property, provided that the President shall exercise the general control and supervision of the affairs and officers of the Association and the Board.

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16. Constitution of Grievance Redressal Committee and other Committees. – (1) A Board may, from time to time, constitute, if necessary, committees from amongst its managers and other apartment owners for general or specific purposes to assist it in the efficient discharge of its functions under the Act and these bye-laws.

(2) The reports or views of the committee shall be received by the Board and consider at its meeting as early as possible for such action as may deem fit.

(3) The Board shall constitute a Grievance Redressal Committee consisting of five members who are not managers for its tenure. The President shall intimate the names of the members of Grievance Redressal Committee to the Competent Authority immediately after its formation.

(4) Any member aggrieved by the functions of the Board may move the Grievance Redressal Committee for redressal.

(5) The Grievance Redressal Committee shall hear the member or members, peruse the relevant documents and thereafter submit its report within thirty days from the date of receipt of the complaint to the Board with a copy of the report to the complainant.

(6) On receipt of the report the Board shall convene a meeting within 15 days and discuss on the report and take decisions accordingly and intimate the decision to the Grievance Redressal Committee and the complainant or complainants immediately.

17. Office of Board. – A Board may, subject to the approval of the Competent Authority, set up its office at such a place or places, as it may think suitable.

18. Budget and supplementary estimate. – The Board shall, before the 1st day of May each year, cause to be prepared and submitted before the Annual General Meeting of the Association a budget estimate showing in details anticipated income and expenditure of the Association under different heads in the next financial year and the Annual General Meeting of the Association shall consider and approve the budget with such additions, alterations or modifications, if any, as it may deem fit:

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

CHAPTER IV

ACCOUNTS AND AUDIT

19. Finance, Audit and Accounts. – (1) Each Association shall open a bank account in the name of the Association in the State Bank of India or in any Nationalized Bank, to which shall be credited-

(a) all the dues of the Association, on account of any assessment or otherwise, collected from its members, or on account of any rent collected from tenants;

(b) any amount by way of advance, grant, donation, loan or otherwise, received or raised by the Association; and

(c) any other amount due, payable or made over to the Association.

(2) Loans may be raised by an Association subject to the approval of Competent Authority on such terms and conditions as the Competent Authority impose.

(3) The bank account shall be operated by the President and the Treasurer jointly, and the payments above rupees five thousand shall be made by cheques:

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

(4) The funds of the Association may be invested to any of the securities specified in section 20 of the Indian Trust Act, 1882 (2 of 1882) or in any other manner approved by the Competent Authority.

(5) The Accounts of the aforesaid funds shall be maintained in such manner, as may be directed by the Association from time to time, and be audited within a month from the end of each financial year, by an auditor to be appointed by the Association.

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- 20. Pass Book of Apartment Owners.** – The Board shall issue a separate statement of accounts to each member for each quarter of the financial year with respect to his or her accounts under the signature of the President and the Treasurer or the Board may use any accounting software for this purpose so that statement of accounts of each member for each quarter of the financial year is generated.

21. Publication of audited Annual Financial Statement etc. –
(a) Each Association shall on or before 31st day of July each year publish an audited annual financial statement in respect of the preceding financial year, inter alia—

- ## CHAPTER V

22. Assessment of the share of common expenses. – (1) Every apartment owner of the property shall be assessed with such sum, being his share of the common expenses for the year as may be determined by the Association concerned to defray the common expenses which may include an insurance premium and any repair and reconstruction work in case of hurricane, fire, earthquake or any other kind of hazard or calamity.

- 23. Payment of Common Expenses.** – The assessed sum on account of common expenses shall be payable by each apartment owner in equal monthly or quarterly installments, as determined by the Association concerned, within fifteen days from the expiry of the month of the quarter, as the case maybe.

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25. Preparation and publications of list of defaulters. – At a meeting of the Board at the end of the month or a quarter, as the case may be, the position of realization of the sum assessed on account of common expenses shall be reviewed and a list of defaulters shall be prepared and published in a conspicuous place of the office of the Board with a notice for payment of the arrears within fifteen days from the date of the notice. The list of defaulters shall also be shared to all members through electronic mode also.

26. Steps to be taken for realization. – If the arrears are not paid by a member or members within the period referred to in bye-law 23 the Board will consider in its next meeting the case of the defaulters individually and will take such steps for realization, as may be considered necessary, including the prosecution of the defaulting member for non-compliance with, and breach of, the provisions of Act and these bye-laws.

CHAPTER VI

OTHER DUTIES AND OBLIGATIONS OF THE APARTMENT OWNERS

27. Duties and liabilities of the Apartment Owners. – (1) Every member shall, on being directed by the Board, immediately undertake and complete all maintenance and repair work within his own apartment, which, if delayed, is likely to affect the property concerned, wholly or in part, and he shall be solely responsible for the damage that his failure to undertake such work may cause to the said property part thereof and shall also be liable on the said account for payment of damages as may be determined by the Board.

(2) All the repairs in respect of the doors, windows, internal installations (including sanitary installations) in connection with, or in relation to water, light, gas, power sewage, televisions, air-conditions, and all other kinds of accessories within the area of such apartment, shall be undertaken at the expenses of the owner of the apartment concerned.

(3) The owner of an apartment shall reimburse the Association for any expenditure that may have been incurred by it for repairing or replacing anything pertaining to common areas and facilities, such repairing or replacing being required to be effected due to any damage caused by such apartment owner in respect of the common areas and facilities.

(4) All apartments, except those specifically meant for non-residential purpose, shall be utilized for residential purpose only and no apartment owner shall utilize them, or any portion thereof for non- residential purpose.

28. Board to be notified when structural additions or alterations, etc. of apartment are intended. – (a) An apartment owner intending to make any structural additions or alterations in his apartment shall notify the Board concerned giving details thereof in writing and the Board shall, after hearing the apartment owner concerned and making such enquiry as it may deem fit, either permit or refuse, within thirty days of the receipt of such additions of alteration. Where no intimation is received from the Board within the aforesaid period, the Board shall be deemed to have permitted structural additions or alterations sought to be made by the apartment owner.

(b) An apartment owner being aggrieved by the decision of a Board refusing structural additions or alterations in his apartment may, within thirty days from the date of such refusal or within such further period as the Association concerned may permit, appeal to the concerned Association which shall expeditiously dispose of the appeal.

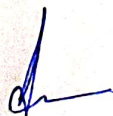
Provided that no order to the prejudice of an apartment owner shall be made without giving an opportunity of being heard.

29. Encumbrance of apartment to be notified to the Board. – An apartment owner who mortgages his apartment or otherwise encumbers it shall immediately notify the Board concerned the name and address of his mortgages or the details of the encumbrance, as the case maybe.

30. Sale of Apartment to be notified to the Board. – An apartment owner who sells or otherwise transfer his apartment shall immediately notify the Board of the fact stating the name of the purchaser or transferee and his address, phone number and email address.

Similarly, the purchaser or transferee of the apartment shall immediately, apart from executing and registering an instrument in the form as provided for in item (ii) of clause (b) of sub-section (3) of section 4, notify the Board concerned about his ownership or interest, as the case may be, of the apartment in question.

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

(b) **Right of entry into an apartment.** – (a) The owner or occupier of an apartment and, in his absence, the oldest member of his family present in the apartment shall, in case of any emergency originating in or threatening such apartment, grant the right of entry into such apartment to any officer, Manager of the Board concerned or resident of the property concerned to enable him to take immediate suitable steps in the interest of safety, preservation or maintenance of the particular apartment, the neighbouring apartments or the entire property concerned. If the apartment is under lock and key the Board shall request the owner or occupier through any mode of communication to open the lock and allow any Manager of the Board concerned to enter into the apartment for such purpose. If such owner or occupier is not readily available to open the lock and if the situation so demands the Board may break open the lock after informing the local police station and in presence of at least two independent witnesses.

(b) The owner or occupier of an apartment shall grant right of entry in the apartment to the owner of any other apartment of the property concerned or his representative for the purpose of installations, alterations or repairs of the common mechanical or electrical services of the property concerned.

- (i) in ordinary cases, with sufficient notice and reasonable time, and
- (ii) in an emergent case, immediately.

32. Restriction on certain acts. – No resident of any apartment of the property shall—

(a) post any advertisement or poster of any kind in or on the building comprised in such property without permission of the Board concerned.

(b) make any noise or use or play musical instrument, radio, television or amplifier in such high pitch, or do any work or thing, or act or conduct himself in such way, that may reasonably cause irritation, annoyance or disturbance to any other resident or residents;

(c) keep any domestic animal within the property without abiding by the relevant municipal law;

(d) hang cloths and garments from windows or balconies of his apartment causing inconvenience or irritation or any annoyance to any other resident or residents;

(e) throw garbage or refuse outside the dustbins provided within the common service area;

(f) take up wiring for electrical and telephone installation, television antennae, machines or air-conditioning units on the exterior of the property concerned that projects through the walls or roof of that building except as authorized by the Board; and

(g) arrange any public function in any part of the property, except with the permission of the Board.

CHAPTER VII

MISCELLANEOUS

37. Bye-laws are mandatory. – These bye-laws are mandatory and breach of any of the provision of these bye-laws by any apartment owner or the Association or the Board of Managers or any manager is an offence punishable under sub-section (1) of section 16A.

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

39. Power to remove difficulties. – (1) If any difficulty arises in giving effect to the provisions of these bye-laws, the Competent Authority may, by guideline, make such provisions not inconsistent with the provisions of these byelaws as may appear to the Competent Authority necessary for removing the difficulty.

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Maidrayee S.S.



PART-B

ECOS ASSOCIATION OF APARTMENT OWNERS RULES & REGULATIONS

REGULATIONS:

I. RIGHTS AND DUTIES OF THE MEMBERS OF THE ASSOCIATION:-

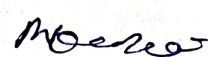
- a) Every member of the Association and his/her family shall have the right to avail peacefully all the common properties of the Association including common spaces, facilities and amenities of the Association observing such restrictions and obligations as may be laid down by the General Body or the Board, as the case may be, in common interest and without causing nuisance/damage either of the common property or other owner's properties/persons;
- b) To observe and obey the rules framed from time to time by the Association for the betterment of the Members of the Association;
- c) All the Members of the Association shall make payments towards the CAM charges and Emergency Fund charges & Club Membership charges, if any and other administrative charges on-account of expenses/services as may be fixed from time to time by the General Body within the stipulated time to avail all common facilities for smooth operation of the Association.

In the event of any default in payment of either of the charges mentioned above, within due date, the Association will treat the member as **DEFAULTER** and has the right to take appropriate action as laid down in the West Bengal Apartment Ownership Bye-laws, 2022. In a nutshell, all the rights and duties mentioned in the Bye-Laws are to be followed by the members.

- d) Before sale/transfer of his/her/their apartment to another person(s)/entity, the members must clear all the arrears of his/her/their dues, if any, towards the CAM charges, Emergency Fund charges, Club Membership charges or any other dues and inform the particulars of his/her/their apartment buyer(S)/transferee(S) to the Association in writing duly submitting his/her/their recommendation/ introduction;
- e) Every (adult and eligible) member of the Association has the right to elect and to be elected, as a Member and/or as an Office-bearer, in any election of the Board and/or of the Executive Committee of the Association;
- f) Every Member other than Board Managers of the Association shall have the right to nominate co-owner (adult) to execute his/her rights and power.
- g) Every member shall have the rights to inspect accounts and records of the Association with one week's notice to the Secretary of the Association;
- h) Every member shall have the right to submit written suggestion for discussion to the Board and sub-committees on any matter.
- i) Every member will have the choice to go for leave and license/tenancy/lease agreement for their apartment strictly for only residential purposes. For doing so, the apartment owner has to provide a copy of the agreement (multiple agreements for occupants without blood relation or single agreement in case of family) with the necessary documents viz. filled leave & license/tenancy/lease form as provided by the association, 2 copies of passport size photographs of the licensee/tenant/lessee, copy of Aadhar card of the licensee/tenant/lessee, police verification certificate in original, authorization card (for individual leave and license/tenancy/lease only) as provided by the association and duly signed by flat owner along with administrative charge (applicable for individual leave and license/tenancy/lease i.e. multiple occupancy without any family relation) of Rs. 2,000/- plus applicable GST per flat per individual with a maximum cap of Rs.10,000/- plus applicable GST per 11/12 months, before obtaining the "NOC - No Objection Certificate" from the association while going for leave and license/tenancy/lease agreement. For all existing agreements, the administrative charge needs to be paid with effect from 01.04.2024 on *pro-rata* basis for the remaining period of the existing tenure of the agreement. The Apartment owner will be entirely responsible for any fault or misdeed of his/her/their licensee/tenant/lessee. For any financial matter, the Association shall interact with the Apartment owners only, not with the licensee/tenant/lessee. Licensee/tenant/lessee will follow the common Bye-Laws, rules and regulations of the Association.
- j) For the purpose of informing all members and prospective purchasers about the incorporation of these Bye-laws, the Executive Committee of the Board of Managers will be responsible to putting up a well-lit Glow Signage in the front of the Main Entrance of the ECOS. The Signage will display the following by 1st April, 2024.

ECOS ASSOCIATION OF APARTMENT OWNERS, JATRAGACHI, NEWTOWN, KOLKATA – 700161

Registered under West Bengal Apartment Owners' Association under The West Bengal Act. XVI of 1972

Maitrayee  



- k) Neither any member, nor any resident, will violate the Bye-Laws, regulations and rules of the Association;
- l) Visitors of non-family tenants would not be allowed to remain within the ECOS complex from 10:00 PM to 8:00 AM IST.
- m) No apartment owner/occupant will make any structural additions/ alterations including any external elevations or alterations in inner or outer portion of any Apartment Unit or any part thereof which could affect the structural stability of the entire Apartment & building. It is being mentioned that the outer wall of any Apartment unit i.e., the wall along with the common passage should not be broken for additional doors and windows etc. This type of work will torment the uniformity and beauty of the Apartment and building.
- n) No member/resident will alter or change any color scheme of the outer portion of the Apartment;
- o) No member/resident will throw or accumulate or cause to be thrown or accumulated any dirt, rubbish or other refuse within the Common areas;
- p) No articles apart from covered shoe racks (single and not obstructing the common pathways) will be allowed in the common lobby area in each floor;
- q) No member/resident will carry on or cause to be carried any obnoxious, injurious, noisy, dangerous, hazardous, illegal or immoral activity in any Apartment or anywhere else in the complex;
- r) No member/resident will keep store or allow to be kept or stored any unlawful objects which are offensive, combustible, obnoxious, hazardous or dangerous article in any Apartment or anywhere in the common areas;
- s) Members/residents will be entitled to keep their pets subject to the terms and conditions prevailing in the Municipality & local authority regulations.
- t) Open defecation by animal, under the possession of any member/resident, will not be allowed in the common areas of the complex and a fine to be imposed on such member/resident, if there is a violation of this stipulation;
- u) No member/resident will keep any heavy article or things as are likely to damage the floor or operate any heavy equipment/machine inside the apartment or in the common areas;
- v) No member/resident shall post any advertisement or poster of any kind in or on the building comprised in such premises, without written permission from either the President or the Secretary of the Association;
- w) Consumption of Alcohol is strictly prohibited in the common areas within the complex.
- x) No member/resident should hang clothes and garments from the windows or balconies of his/her apartment in such a way that may cause inconvenience or irritation or annoyance or disturbance to any other member/resident;
- y) No member/resident or occupant of any apartment shall make any noise or use or play any musical instrument, radio, television or amplifier in such high pitch, or do any work or thing or act or conduct himself in such way, that may reasonably cause irritation, annoyance or disturbance to any other member/resident.
- z) No member/resident shall arrange any public function in any part of the property without the permission of the Board.
- aa) Cleaning & up-keeping of the servants' toilets in each floor, including the toilets provided in the ground floor of each tower, is the responsibility of the housekeeping staff of the Security & Maintenance Agency.
- bb) The leakage/seepage observed in any apartment, caused due to leakage/seepage from the apartment in the immediate upper floor, has to be rectified, at the earliest, by the owner of that apartment in the upper floor from which the leakage is originated.
- cc) Any interior work in an apartment can be undertaken from 09:00 AM to 05:00 PM except all Sundays & National Holidays.
- dd) The following activities will be permitted on Sundays and the three National Holidays (i.e. 15th August, 2nd October & 26th January) between 9:00 AM and 2:00 PM.
1. AC service which does not involve any use of drill machine or hammer.
 2. Bathroom or kitchen cleaning.
 3. Painting of inner walls of house and balcony.
 4. Sun-mica/ plywood pasting work.
 5. Window cleaning.
 6. Furniture Installation without use of Drill machine or Hammer
 7. Washing Machine/ Fridge Repair

M. S. Chatterjee
Chairman

8. Pest Control
9. Emergency and Essential Electrical or Plumbing work by Society Electrician/ Plumber
10. Other similar works that do not create unwanted noise

This will be in addition to the existing permission for activities on other days. The basic idea is to avoid making any noise on Sundays and National Holidays (Approved as per the GB decision on 21.07.2024)

ee) For night stay of the workmen, special permission has to be obtained from the Association in prescribed form (available at main gate) with the deposition of a copy of self-attested Voter ID card/Aadhar card of the workmen to the Security Supervisor.

ff) The office bearers in no way will be liable to be a party of any police/legal matter in respect individual family/tenants or personal issues.

I. EXPENSES RELATED TO COMMON AREA MAINTENANCE (CAM):

Common Area Maintenance refers to the "Operating Expenses" of the entire Common Areas of ECOS such as the expenses related to following:

- Usage of certain Common Amenities like Elevators, Electricals, etc.; Electricity consumed in common areas and passages, stairs, office rooms, roofs etc. for smooth operation of electrical and/or electronic devices and fittings like-
- Elevators, Lights, Fans and Pumps, etc.;
- Fuel charges for Generator and any other machine as applicable;
- Minor repairs and Maintenance charges of Elevators, Generator, Pumps, Gas pipe lines, Intercom system, garden, boundary walls along with general sanitary system of Apartments, general electrical wirings of common passages, stairs, and any other as applicable;
- Payment to Maintenance, HK and Security Agencies;
- Maintenance, operation, whitewashing, painting, repairing, renovation, replacing/revising the Common portions including the outer walls of the Apartment.

II. FUND REQUIRED FOR CAM AND ITS UTILIZATION:

Amounts required for such purposes will be determined or assessed time to time by the Board and finalized by the General Body of the Association. All the members of the Association shall have to pay the finalized amount within the stipulated time.

III. COLLECTION OF CAM:

1. The ratified sum on account of the common expenses shall be payable by each apartment owner on monthly/quarterly/half-yearly basis. However, for the financial year 2024 -25, the demand amount needs to be paid on monthly/quarterly basis payable by 15th of the said month and the agreed demand was discussed and decided as Rs.4.40 per Sqft for the period w.e.f. August,2024 to November,2024 and Rs.4.10 per Sqft. from December,2024 onwards. Failure to pay the CAM charges by the time specified would entail a liability to pay interest on CAM charges on monthly basis at the rate of 18% per annum (Plus GST). [The interest has been revised as per decision taken in the Special General Body Meeting on 21.07.2024].
2. For failure to pay CAM charges beyond 15 days i.e. on the 16th day an additional penalty of **Rs.1000/-** (Plus GST) will be levied to the Defaulter Flat Owner. The additional penalty is applicable for every monthly/quarterly CAM demand notice. [The penalty has been introduced as per decision taken in the Special General Body Meeting on 08.12.2024].
3. Every apartment owner shall pay to the Association the CAM charges as per demand letter to be issued by the Association every month/quarter/year. On receiving the CAM charges, the Association shall issue receipts in respect thereof in accordance with the instructions of the Board.

IV. PREPARATION AND PUBLICATION OF LIST OF DEFAULTERS:

At a meeting of the Board at the end of month/quarter, as the case may be, a list of defaulters, who have not paid within the due date as mentioned in the demand letter, shall be prepared and displayed in conspicuous places of the complex and/or communicated through electronic and other means with a notice for payment of arrears within 7 (Seven) days from the date of the notice.

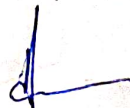
V. STEPS FOR REALIZATION OF ARREARS:

The Association reserves the right to take the following steps, in case of default in payment after fifteen days of notice as per Section V:

The following steps would be initiated as per the Association Rules and Regulations.

1. Display of the outstanding list at conspicuous places of the complex.
2. Prohibit usage of Club House and Party Halls.
3. Sale of apartment and any tenancy will not be allowed.
4. No interior work will be allowed in their respective apartment.

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5. Entry for Driver/Maid/Broker/Servant/Friends/Relatives etc. will be prohibited.
6. Supply of all maintenance services, such as services of housekeeping, electrician, plumber, issuing identity cards to domestic helps etc. will be stopped.
7. No car will be allowed to enter inside the complex.
8. Generator power supply will be disconnected.
9. Usage of lifts will be restricted.

VI. EMERGENCY FUND AND ITS COLLECTION:

Since the current year (FY 2024-2025), the Association has no corpus to maintain and sustain operations, it has been passed in the Special General Body Meeting dated 21.07.2024 that an Emergency Fund for the purpose of Emergency requirement will be collected in two installments, Rs.5000/- by 31st July 2024 and remaining Rs.5000/- by 30th November, 2024. If situation arises for any further emergency requirement beyond this corpus, additional emergency fund may be collected with the approval of General Body.

VII. USE AND SALE OF APARTMENTS:

A. Restrictions on Use of apartments

- a) All apartments of ECOS shall be used for residential purpose only;
- b) No apartment shall be used by the apartment-owner or the licensee/tenant/lessee for any illegal or immoral purpose.
- c) No sub-lease will be allowed & licensing/tenancy/lease of any type of flats shall be permitted and agreements should be made directly between the individual licensee/tenant/lessee and the apartment owner(s). As soon as the existing agreements cease to exist, fresh agreement needs to be entered on individual basis directly with the licensee/tenant/lessee.
- d) Non-family leave & license/tenancy/lease (multiple occupancy without any family relation) should be restricted to maximum 5 (five) members only in both 3 BHK flat and Pent House under all circumstances. According to Municipal Corporation Rules, the moment the number of occupants/boarders crosses 5 (five), it will be treated as guesthouse and a trade license is required which is treated as a commercial activity therefore not allowed as per GTC and this Bye-laws.
- e) Apartment(s) sold to the companies can only be used for residential purposes for their own employees. The employees staying in the apartment(s) are liable to produce their identity card issued by their respective Companies at the security gate, whenever demanded.
- g) Association will provide non-transferrable Authorization card to all individual tenants staying in the complex. Each individual licensee/tenant/lessee (for multiple occupancy without blood relation) is liable to produce this Authorization card during entry, exit or stay in the complex whenever demanded and Security has the right to deny entry or stay in the complex if the individual is unable to produce this card. The above-mentioned card needs to be returned to the association at the end of the Agreement tenure or at premature termination of individual contract. The authorization card does not provide any access to the Club membership and is not valid after the Card validity date mentioned in the front page of the card.
- h) No apartment shall be used for commercial purpose, such as Office, Guest House, nursing home, Doctors/Lawyers chamber, Amusement or Entertainment, Eating or Catering place or for any other commercial activity.

B. Sale of Apartment:

- a) An apartment owner who sells or otherwise transfers his apartment shall immediately notify the Association of the fact stating the name of the purchaser or transferee and his relevant details;
- b) Similarly, the purchaser or transferee of the apartment shall immediately, apart from executing and registering an instrument in the form as provided for in clause (ii) of sub-section (3) of Section 4 of the Act, notify the Association about his ownership or interest, as the case may be of the apartment in question;
- c) Before sale/transfer of his/her/their apartment to another person/entity, the member must clear all the arrears of his/her/their dues, if any, towards the CAM charges, Emergency Fund charges, Club Membership charges or any other dues and inform the particulars of his/her/their apartment buyer/transferee to the Association in writing duly submitting his/her/their recommendation/ introduction. Seller needs to make a payment towards the administrative charge of Rs. 30,000/- plus applicable GST for 2 BHK, Rs.40,000/- plus GST for 3 BHK and Rs.50,000/- for 4 BHK. In case the said dues are not cleared by the transferor/seller of an Apartment, the transferee/ purchaser by virtue of being the owner of the purchased Apartment shall be liable to pay all such dues to the Association as per the Bye-Laws, rules and regulations, failing which, "NO OBJECTION CERTIFICATE", will not be issued from the Association which is a prerequisite to secure all the services rendered by the Association. [The Administrative Charges have been revised as per decision taken in the General Body Meeting on 21.07.2024]. Any default in this regard will result in the transferee being denied any or all of the services rendered by the Association including the supply of services that require upkeep and maintenance on a regular basis, unless the transferee pays all the dues before occupation of the Apartment.

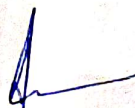
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RULES

I. RULES FOR USING CLUB HOUSE:

- a) Every member of the Association is eligible to avail the Club house facilities. On the discretion of the Board of Managers, temporary membership may be extended to all family tenants (family of single or multiple occupancy) and the non-family tenants (multiple occupancy without any family relation) at the rate of **Rs. 850/- (Including GST) per month.**
- b) The Association, through the Board of Managers; reserves the right to entry of any member to the Club.
- c) Club membership is non-transferrable. Membership for flat owners will be permanent whereas for tenants, temporary membership will be issued on a monthly basis.
- d) **Guests of apartment owners and family licensee/tenant/lessee (family of single or multiple occupancy) are allowed to access Club House facilities with an additional payment of Rs. 50/- inclusive of GST per day and should be accompanied by the club member. Guests from non-family licensee/tenant/lessee (multiple occupancy without any family relation) are not allowed to access any club facilities including swimming pool.**
- e) Club membership fee does not include sports equipment such as Table tennis bat/ball, badminton racket/shuttle cock etc.
- f) Additional coaching conducted by the Club such as Karate, Zumba etc. will be on chargeable basis for all club members to be paid directly to the Club Management. For guests of apartment owners/family tenants (family of single or multiple occupancy) will be charged 25% extra payable to the Club. Guests need to get the declaration provided by the flat owners to take part in the said coaching classes.
- g) **Club House timing will be from 7:00 AM to 10:00 PM, though the Attendants are available from 8:00 AM to 9 PM. Club will remain closed on every Monday or on such dates notified by the Association.**
- h) Consumption of Alcohol and or behaving unsociably is strictly prohibited inside the club premises.
- i) **Entry at Club house will not be permitted without displaying the membership card.**
- j) **Entry of Club house with dirty shoes is not allowed.**
- k) Use of GYM equipment properly and after using the same shall be kept in place. **Any damage of the GYM instruments or GYM Room by the members will be charged from the concerned member.**
- l) **Before using swimming pool, shower must be taken and use proper swimming costume.**
- m) **No music will be allowed at the swimming places without written permission from the Secretary or President of the Association.**
- n) Sticking / Nailing of posters of any sort is not permitted inside/outside of the Club house without written permission from the Secretary or President of the Association.
- o) **Banquet hall can be provided for social functions such as Marriage reception, birthday, Rice ceremony, Marriage Anniversary etc., subject to availability & approval from the Association on per day basis with a service charge and shall be restricted to apartment owners and family tenants (family of single or multiple occupancy) only.**
 - (a) Service Charge for full Banquet Hall booking – **Rs. 12,000/-** (Rupees Twelve Thousand) only plus applicable GST.
 - (b) Service charge for full Banquet Hall booking for 6 hrs-**Rs. 6000/-** (Rupees Six thousand) only plus GST.
 - (c) Service charge for Mini Banquet Hall booking for 6 hrs-**Rs. 3000/-** (Rupees Three thousand) only plus GST.
 - (d) Service Charge for Kitchen booking - **Rs. 1,000/-** (Rupees One Thousand) only plus applicable GST.
 - (e) Service Charge for booking the ground adjacent to the cafeteria – **Rs. 5000/-** (Rupees Five Thousand) only plus applicable GST.
 - (f) **Security deposit of Rs. 10,000/- (Rupees Ten Thousand) only (plus applicable GST) full booking & Rs.5000/- for partial bookings to be paid during booking and will be refunded after the approval of club management after inspection of property condition. Any damage to property due to any action of the party or his agents/ guests has to be compensated/ make good of.**
 - (g) Cars for visitors attending the social function are to be parked outside the premises of the complex. No request in this regard will be entertained.

Maitrayee K. Mishra



(i) Association reserves the right to charge more if the extent of damages is significant.

(J) The premises should be returned to the association in as-is condition as was during the booking.

(k) Electricity charges extra @ Rs.10.15 per unit to be paid as per actual consumption.

II. RULES FOR DRIVING AND PARKING OF CARS:

a) Entry and Exit in the Complex shall be made in uni-directional. Only except in case of special circumstances, the Security Supervisor will notify any change in the entry and exit points for specific periods.

b) Front Gate will be used for both entry and exit.

c) stipulated time for their pick up and drops access from the front gate Only. For the time being till the North Gate is accessible, any other exit and entry of the residents are not being allowed.

d) Safety and carefulness shall be maintained at all times whilst driving within the property and at no time driving speed shall exceed the limit of 20 Kmph;

e) Each apartment owner/Tenants should stick mandatorily the ECOS vehicle sticker and paste it on the windscreen. No resident should be allowed to park their vehicle inside the complex without car sticker.

f) The ECOS residential complex is to be considered as "No Horn" zone. While driving special care needs to be taken to avoid any unnecessary use of horns.

g) The parking space shall be used only for the purpose of parking of vehicles and not for any other purpose or purposes.

h) No resident or visitor shall park their car in a manner that may obstruct movement of other cars.

i) No resident shall make any construction in the parking area or store any articles(s) within that area.

j) No resident shall rent out the parking area to any non-resident individual (not an apartment owner).

k) If a parking area is rented out to any resident, the details of the car, the apartment owner or tenant to whom the car belongs shall be notified to the Security Supervisor.

l) No resident shall park or allow to park any commercial vehicle such as LCV, Tempo, Taxi, auto rickshaw, rickshaw, pulley cart or similar other vehicles which are commonly used for commercial purposes, within the premises for more than 30 minutes. Special permission is required for extended time requirement from the Security Supervisor.

m) No HCV, Bus or any other Heavy Vehicle with more than 4 wheels, will be allowed to enter inside the complex.

n) Residents shall park their vehicles only in their assigned parking slots. Parking, even if temporary is not allowed in any other parts of the common area.

o) Visitors shall park their vehicles in the parking slots allocated for visitors. In case the visitor slots are full, visitors shall need to follow the directions of the security personnel for parking.

p) Front Gate will be used for both entry and exit. The rear gate will be used for exit of vehicles with sticker only.

q) Entry of all personnel to each tower must be recorded in the Log Book (except residents, regular maid servants/milk-men/laundry men/newspaper & flower vendors/car washers and regular drivers).

r) Entry of all pedestrian visitors must be recorded in the Log Book at the Main Gate.

s) All entry and exit of any personnel including residents with covered face will be prohibited.

t) Every member must use their own assigned parking only. Unauthorized use of visitor's parking will result in three notices followed by a penalty of Rs. 3000/-.

The above points shall be abided by each members/tenant of ECOS, failing which necessary action will be taken as per Bye-Laws.

III. RULES FOR FUND GENERATION:

To carry on its work, the Association shall raise funds by collecting the following charges/rents/deposits: -

a) CAM and Club Membership Charges;

b) Proportionate contributory charges from members for specific development program or emergencies as may be decided time to time by the General Body;

M. Becker,
Managing Director

- c) Rents for use of club house banquet hall & front lawn area on account of any auspicious occasions such as weddings and other social gatherings and so on;
- d) Administrative Charges as covered under the Bye-Laws;
- e) Any other charges/rents/deposits as may be fixed time to time by the General Body;
- f) Advertisement.

IV. **CREATION OF CORPUS FUND:**

Any Corpus Fund created from the past financial year, can be utilized only subject to fulfillment of the following mandatory conditions:

- a) No money can be withdrawn from the Corpus Fund without prior approval of the General body;
- b) No Project having expenditure to the tune of Rs 25 Lakhs and above can be funded from the Corpus Fund;
- c) Once utilization from the Corpus Fund is made post approval of the General body, the replenishment of the same back to the Corpus is not required;
- d) The Corpus Fund cannot be utilized for CAPEX expenditure but to be utilized only for any unscheduled and exigency expenditure.

(The above has been agreed in the AGM dated 21.07.2024)

V. **EXPENDITURE:**

The sanctioning limit for the expenditure to be incurred by the Secretary, the President, the Executive Committee, the Board and the General Body shall be the following:

VI. **Body/Capacity Sanctioning limit for the expenditure (Around expenditure per month Rs.14 lakh)**

Secretary- Rs. 50,000/- (Rupees Fifty Thousand) only per month

President- Rs. 75,000/- (Rupees Seventy-five Thousand) only per month

Executive Committee- Rs. 5,00,000/- (Rupees Five lakhs) only per month with an annual capacity of Rs. 6,00,000/- Lakhs only.

Board- Rs. 14,00,000/- (Rupees Fourteen Lakh) only per month with an annual capacity of Rs.1.68 Lakhs only

General Body- Unlimited

VII. **HANDLING OF CASH:**

Treasurer can keep maximum **Rs. 30,000 /-** (Rupees Thirty Thousand) only in his hand as cash and the remaining cash collection money must be deposited in the Bank Account within two banking days.

AUDIT:

All expenditure of the Association is to be audited annually. Financial year starts from 1st April and ends on 31st March of the year. The account should be audited once a year by a Chartered Accountant.

LANGUAGE:

All the papers of the Committee will be written in English, as the dwellers of the Apartment uses various languages.

BANKING ACCOUNT:

The Association shall have Two Bank Accounts in State Bank of India. One is Current A/Cs, which will be operated by the following 3 (Three) Office Bearers. Withdrawal of money should be made by the signature of any one & Treasure.

- (a) President of the Association,
- (b) Secretary of the Association &
- (c) Treasurer of the Association

And another is Savings A/Cs for collection of cultural & Sports events, which will be operated by the following three Office Bearers. Withdrawal of money should be made by the signature of any one & Treasure.

- (a) President of the Association,
- (b) Secretary of the Association &
- (c) Treasurer of the Association

The expenditure more than Rs.15,000/- should be in Cheque/fund transfer.

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11/11

SEAL OF THE OFFICE BEARERS:

The Association shall have different seal of each Office Bearers in respect of his/her portfolio, which shall be in the custody of the respective Office Bearers. Office Bearers should use their seal below their Signature.

DOCUMENTS:

The Board should have the following documents for proper conduct of works.

- (a) One Notice Book,
- (b) One Minute Book,
- (c) One Cash Book,
- (d) Writing pad,
- (e) Receipt Book &
- (f) Collection Book.

INFORMATION OF THE PROBLEMS OF APARTMENT OWNERS:

Every owner has the right to apply in written to the Grievance Redressal Committee regarding his/her problems.

End of the Document

Maitrayee 
Mishra 