Bye laws of Jal Vayu Vihar Apartment Owners’ Association (JVVAOA)

(Note: (1) These Bye Laws were approved in the AGM held on 26th August, 2001 (para 38 of the Minutes) and were registered with Sub Registrar, Bangalore (North) vide Registration No.IV 823/2001-02 dated 20th February, 2002. (2) Amendments Chapters I to V were approved in the Special General Body Meeting held on 9th April, 2006. The same have been registered with Sub Registrar, Bangalore (North) vide Registration No.IV 77/2007-08 dated 13th September, 2007)

These Bye Laws supersede all the earlier Bye Laws of JVVAOA

DEFINITIONS, OBJECTS & MEMBERSHIP

CHAPTER I

1.1 SHORT TITLE AND APPLICATION

1.1.1 These bye-laws may be called the bye-laws of Jal Vayu Vihar Apartment Owners’ Association (JVVAOA)

1.1.2 The provisions of these bye-laws, apply to the entire Jal Vayu Vihar (JVV) complex.

1.1.3 All present/ future owners, original allottees whose apartments are yet to be registered, tenants, employees of owners/tenants and future tenants, any other person who might use the facilities of buildings in JVV in any manner, are subject to the regulations set forth in these bye-laws.

1.1.4 The mere acquisition or rental or taking on licence of any of the family units (hereafter referred to as “units”) in JVV or mere act of occupancy of any of the said units will signify that these bye-laws are accepted, ratified, and will be complied with.

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

1.2.1 “Act” means the Karnataka Apartment Ownership Act, 1972.

1.2.2 “Allottee” means the person to whom an apartment in JVV was allotted by the Air Force Naval Housing Board, (AFNHB), and who has not yet registered his apartment.

1.2.3 “Associate Member” means an owner/allottee/GPA holder, of an apartment in JVV, whose name does not appear in the first position on the Apartment’s share certificate. This classification is made only for identification at General Body Meetings.
1.2.4. “Association” means the Association of all apartment owners, constituted by such owners for the purpose of management of JVV Complex.

1.2.5. “Board” means Board of Managers (BOM), consisting of not more than nine persons, all of whom shall be members of JVVAOA, residing in JVV.

1.2.6. “Building” means the buildings located at Hennur Banaswadi Layout and known as “Jal Vayu Vihar” and includes the land forming part thereof;

1.2.7. Common Areas and Facilities, unless otherwise provided in the declaration or lawful amendments thereto, means

(i) The land on which the buildings are located including roads & approaches, compound walls, corridors, stairs, entrance and exits of buildings.

(ii) The gardens, parking areas, parks and open areas, park benches, park fittings and structures, premises of persons employed for the management of JVV.

(iii) The installations of central services such as power, light, emergency generator, water supply sump, tower tank, associated motors and switchgear, bore-wells and associated apparatus, all main water supply lines and controls thereon and cable TV installations.

(iv) Community and commercial facilities, playgrounds, multipurpose hall and its associated structures, M.I. Room, Estate office, school building and Shopping Complex.

(v) All other parts of property necessary or convenient to the existence of JVV, its maintenance and safety or normally in common use.

1.2.8. “Declaration” means the declaration which AFNHB has executed and registered with the Sub-Registrar, Bangalore,(North), as provided in Section 2 of the Act.

1.2.9. Financial year means year commencing on 01 April and ending on 31 March of the succeeding calendar year.

1.2.10. He/She – Words importing the masculine gender also include the feminine gender and vice versa.

1.2.11. Jal Vayu Vihar: (JVV) The area of 20 acres and 34 guntas in Hennur Banaswadi layout purchase by AFNHB from BDA by Sale Deed dated 9th April 1986 registered with Sub Registrar, Bangalore North Taluk and developed under a self financing housing scheme for personnel of the Defence Services and Defence Undertakings and consisting of 540 apartments and associated common areas.

1.2.12. “Majority of Owners” means majority in a duly constituted general body meeting where not less than 50 members are present.
1.2.13.”Member”- means an owner whose name appears in the first position on the share certificate of his apartment. This is a classification to enable identification at General Body Meetings.

1.2.14. “Owner” or “apartment owner” means the person or persons owning an apartment and having an undivided interest in the common areas and facilities in JVV whose apartment is duly registered with the authorized Sub Registrar viz. Sub Registrar, Bangalore (North). When more than one name appears in the sale deed under “purchasers”, all such persons shall be considered as joint owners, (including the person at position one in the list of purchasers).

1.2.15. “Registrar” means the Jurisdictional Registrar.

1.2.16. “Resident” is one who legally occupies a unit, either as owner or as tenant (duly authorised by the owner).

1.2.17 Restricted Common Areas & Facilities: Area in the immediate vicinity and contiguous to each cluster which normally comprises the driveway leading to the car garage gates & the limited area of approach to the garage small doors from the area near the main entrance doors of the ground floor apartments, in respect of type IV & V clusters.

1.2.18 “Rules” means Rules framed by the JVVAOA, approved by the General Body, for the management of JVVAOA. “Rules (KAOA)” means Rules of the Karnataka Apartment Owners Act, 1972.

1.2.19 “Section” means Section of the Act.

1.2.20 “Unit” means an apartment in the JVV, as allotted by AFNHB, together with undivided share in common area.

1.3 APARTMENT OWNERSHIP: The buildings located at JVV, Hennur Banaswadi Layout, Kalyan Nagar, Bangalore - 560 043 known as Jal Vayu Vihar are submitted to the provisions of the Act.

1.4 OBJECTS OF THE ASSOCIATION: The objects of the Association shall be:-

1.4.1. to be and to act as an Association of Apartment Owners and act as a Mutual Society of the Apartment Owners of the buildings called Jal Vayu Vihar located on the Kammanahalli Main Road at Hennur Banaswadi Layout

1.4.2. to create and maintain a Residents’ Current Account into which all contributions from members as also surplus as per para 1.4.4 below are credited, to invest these funds in deposit schemes of scheduled banks and public sector undertakings earning interest on behalf of each member. Speculative investments are prohibited.
1.4.3. to provide for the maintenance, repair and replacement of facilities in common areas by contributions from apartment owners and/or residents.

1.4.4. to rent out suitable portions of the common areas for community purposes and to apportion the surplus left after deducting the common expenses, amongst the members pro-rata as per subscriptions and accumulate the same in their respective accounts in the Association and thereby build up a reserve fund for meeting heavy/unforeseen expenditure.

1.4.5. to provide for and do all and any of the matters provided in sub section (2) of Section 16;

1.4.6. to establish and carry on - on its own or jointly with individuals or institutions - educational, physical, social and recreational activities for the benefit of the residents.

1.4.7. to frame rules, with the approval of the general body of JVVAOA, for the management of JVV.

1.4.8. to do all things necessary for the attainment of the objects specified in these bye-laws.

1.4.9. to raise funds for creation of viable assets within JVV complex.

1.4.10. if considered necessary, the JVVAOA may become a member of any Federation of apartment owners in the locality in which JVV is located, subject to approval of the AGM.

1.4.11. The Association shall not act beyond the scope of its objects without duly amending the provisions of these bye-laws for the purpose.

1.5 MEMBERS OF THE ASSOCIATION:

1.5.1 Original members: All persons who were allotted an apartment in the JVV by the AFNHB and who have registered the said apartment with the Jurisdictional Registrar and executed respective declaration under Section 5 submitting their apartments to provisions of the Act shall automatically be members of the Association. They shall pay Rs.10/- each as Entrance Fee. They shall be given a Share Certificate of one share of the JVVAOA per apartment with the names of owners listed therein, in the order, as appearing in the Sale deed.

1.5.2 Membership on Purchase of an Apartment: Upon any member or owner selling his apartment, the purchaser is obliged to become a member of the Association by fulfilling the following:

i) Have the apartment registered and on production of the registered sale deed and submission of a photocopy of the sale deed at the JVVAOA office have the
first name on the sale deed admitted as a member and other names on the sale deed as associate members.

ii) Pay the Association 1% (one percent) of the Registrar’s valuation figure or of the sale consideration, whichever is higher, as one time contribution.

iii) Submit a Declaration under Section 5.

iv) Pay an entrance fee of Rs. 10/-. 

v) The Share certificate held by the seller (Apartment owner/member) shall be transferred to the purchaser on fulfilling the above conditions and on payment of Rs.100 (Rupees one hundred only) as Share Transfer fee. The first name on the Sale Deed shall be placed in the first position on the share certificate.

1.5.3. Amounts of money indicated at paragraphs 1.5.1 and 1.5.2 are subject to change by resolutions of the A/SGM.

1.5.4. Transfer of Membership on the Death of an Owner. On the death of an apartment owner, his apartment shall be transferred to the person or persons to whom he bequeaths the same by his will, or to the legal representatives of his estate, in case he has not made any specific bequest of the apartment. An appropriate court order may be required as proof of his claim. The name of the legatee or the names of the legal representative jointly shall be entered in Register of Apartment Owners maintained by the Secretary for the purposes of administration of the JVV as apartment owner or joint apartment owners. Where any legatee is a minor, the apartment owner shall be entitled to appoint a guardian of such minor.

1.5.4.b On the death of a member, the person whose name appears in the highest position of the share certificate, next to the deceased member, shall be considered a member of the association.

1.5.5 ALLOTTEE: An original allottee of an Apartment, who continues to own the apartment, is entitled to be an associate member of the Association but shall not have the right to vote.

1.5.6 G.P.A. Holder: A person who holds Power of Attorney of an owner/member, but whose name does not appear on the Sale Deed of the Apartment, shall be termed Associate Member of the Association. He shall not have the right to vote at the General Body Meetings. The owner who issues such a Power of Attorney, should hand over a copy of the same to the JVV/AOA. The onus of intimating changes, if any, revocation of the Power of Attorney rests with the owner.

1.6 JOINT APARTMENT OWNERS:
1.6.1 Where an apartment is purchased by two or more persons jointly, they shall be jointly entitled to the apartment and the share certificate of the association shall be issued in their joint names, but the person whose name stands first in the share certificate shall alone have the right to vote. The order of names on the share certificate can be changed by the joint owner whose name appears in the first place on the Sale deed by an application to the JVVAOA office for a change and by then signing on the reverse of the certificate.

1.6.2. Persons whose name appears on the share certificate in positions other than position one, shall, as joint owners, be termed Associate Members of the Association. They do not have the right to vote.

1.7. **HOLDING OF ONE SHARE COMPULSORY.** Every apartment owner must hold one share (One share only) of the Association (Joint apartment owners holding the share jointly)

CHAPTER II

VOTING, QUORUM AND PROXIES (IN AGM/SGM)

2.1 **VOTING:** Each apartment is entitled to only one vote. The first named in the share certificate shall alone have the right to vote, except for provision under sub-para 2.3 below.

2.2 **QUORUM.** The presence of 50 members, inclusive of members of the Board, shall constitute a quorum, except as provided for in para 3.6.1. below.

2.3 **VOTE TO BE CAST IN PERSON:** Votes are to be cast in person by the members. On a member’s inability to attend a General Body Meeting a specific authorization to a Joint Owner of his apartment, to represent him in that specific meeting and vote on his behalf is permissible. Such authorization should be received at the Office of the JVVAOA at least one week prior to the said meeting. The returning officer is authorized to waive this time limit.

2.4 **Disqualification:**

2.4.1 A member shall not be entitled to vote on any resolution or in the elections for the posts of President, Vice President, Secretary, Treasurer and/or other members of the BOM if he has not paid his contributions to JVVAOA for the full financial year April to March by the following 31st of May. “Contribution” means all dues raised on the Members by the BOM, including Maintenance Charges, Parking charges and any levies authorized by the General Body and any charges imposed by the BOM and any levies towards loss/damage to JVVAOA property by Members, their family members, their servants, employees and administrative charges incurred towards rectification/repair/replacement of the damaged property. Charges imposed by the BOM
shall be paid by the Member concerned, even if disputed and the subject of dispute taken up thereafter with the BOM.

2.4.2 A disqualified member is neither entitled to vote in any GBM nor contest an election to the BOM. He may only attend a GBM.

2.4.3 A member who has violated the Bye-Laws/Rules of the Association may be disqualified at a General Body Meeting after:

i) The BOM has issued a notice to him on his violation of bye-laws/rules

ii) Obtained his reply to such notice and examined the same.

iii) BOM has thereafter recommended his disqualification and

iv) He is heard again by the GBM

CHAPTER III

ADMINISTRATION

3.1 POWERS & DUTIES OF ASSOCIATION:

3.1.1 The Association shall have the responsibility of administering the JVV Complex. To this end the Association shall, through the BOM, convene annual meetings, and special meetings when required, to approve the annual budget and decide upon policy matters affecting the members. The Association may frame RULES to amplify these Bye laws and these rules shall be applicable to all members/residents after they are passed by a majority in any AGM/SGM. In the event of doubt, the Bye laws shall prevail over the Rules.

3.1.2. All resolutions of the Association shall require the approval of a majority of eligible members present at the meeting.

3.2. PLACE OF MEETINGS: Meetings of the Association shall be held at a suitable place in JVV, as decided by the BOM.

3.3. ANNUAL GENERAL BODY MEETING The annual meetings of the Association shall be held on a day, on or before the 23rd of June, as decided by the BOM, each year. At such meetings members shall elect by voting a Board of Managers as per para 4.5 below. Members may also transact other lawful business of the Association, brought before the meeting. The Audit Report and the Balance Sheet for the preceding financial year shall be presented at the AGM.

3.4 SPECIAL MEETING: The BOM shall call a special meeting of the Association as directed by a resolution of the Board or upon a petition by at least fifty (50) members
having been presented to the Office of the Association. Notice of any special meeting shall state the time and place of such meeting and the purpose thereof. Notice of the Special Meeting shall be issued within seven working days, from the date of the receipt of the petition. The special meeting shall be scheduled as per para 3.5 below with the minimum notice period of fifteen days. No other business shall be transacted at a special meeting, without the consent of a majority of the members present.

3.5 **NOTICE OF MEETINGS**: The BOM shall mail or send a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member, at least fifteen but not more than thirty days prior to such meeting. All notices required to be sent by post shall be sent under a certificate of posting and those sent by hand to residents at JVV shall be duly acknowledged at the member’s apartment. The mailing or sending of a notice shall be considered notice served.

3.6 **AGENDA POINTS.** The BOM is to invite points for the agenda of the AGM at least sixty days prior to the expected date of the AGM. Agenda Points from Members are required to reach the office thirty days prior to the AGM by publishing notices in our Notice Boards. The BOM is to consider the points received and display on the Notice Boards, the BOM’s comments on the same, at least one week prior to the AGM. Copies of this should be available in the Office for the desirous Members to see.

3.7 **ADJOURNED MEETINGS**:

3.7.1 If any AGM/SGM cannot be conducted because of a lack of quorum, the BOM may adjourn the meeting by twenty four hours from the time the original meeting was called. If at such adjourned meeting also, no quorum is present, the members present in person being not less than twenty five (25), excluding members of the BOM, shall form a quorum.

3.7.2 At such adjourned meetings, a member may be permitted to authorize a joint owner of his apartment to represent him, by submitting an application to that effect at least an hour prior to the start of the adjourned meeting, in view of the short notice change in schedule of the adjourned meeting.

3.8 **ORDER OF BUSINESS**:

3.8.1 **AGM---** The order of business shall be as follows:

(i) Roll call.

(ii) Obituaries, if any.

(iii) Proof of notice of meeting or waiver of notice;

(iv) Passing of minutes of preceding meeting/meetings;
(v) Election of Board of Managers.

(vi) Reports of officers; (President, Secretary, Treasurer—including Balance Sheet, Budget proposals, appointment of Auditors for the next financial year).

(vii) Report of Committees, if any;

(viii) Unfinished business, if any;

(ix) New Business.

(x) Announcement of the results of Election, by the Returning Officer.

3.8.2. SGM--- The order of business shall be as follows;

(i) Roll Call

(ii) Obituaries, if any;

(iii) Proof of notice of meeting or waiver of notice;

(iv) Passing of minutes of previous SGM, if any, pending;

(v) Business as per Notice of the SGM;

(vi) New business, if any, in accordance with para 3.4 above.

3.9. SEATING ARRANGEMENT:

3.9.1. The seating arrangement shall be such that one section (nearly three quarters), longitudinally, (left or right) is reserved for members and duly authorized joint owners. These are the persons entitled to vote.

3.9.2. The other section (nearly one quarter) of the hall may be occupied by associate members present as observers, none of whom is entitled to vote. A clear physical separation shall be made between the two sections to avoid confusion on the exact status of a participant.

3.9.3. Before election activity commences, the returning officer shall ensure clear separation between members and associate members.

CHAPTER IV

BOARD OF MANAGERS (BOM)
4.1 **BOARD OF MANAGERS:** The affairs of the Association shall be conducted by a Board of Managers, duly elected by the General Body.

4.2 **POWERS AND DUTIES OF BOARD:** The BOM shall have the powers and duties necessary for the administration of the affairs of the Association, as imposed by these bye-laws and/or by resolutions of the General Body.

4.3 **OTHER DUTIES:** In addition, the Board shall be responsible for the following :-

4.3.1 Care, upkeep and security of the JVV complex and the common areas and facilities and the restricted common areas and facilities;

4.3.2 Collection of maintenance charges and other dues from residents/ licences.

4.3.3 Employment, and dismissal of personnel necessary for the maintenance and operation of JVV complex and fix their remuneration.

4.3.4 Maintenance of accounts up-to-date and their audit annually.

4.3.5 Effective control on all expenditure. Expenditure is not to be incurred outside the available sanction of the General Body.

4.3.6 Inspection of the accounts kept by the Treasurer and JVV school and to take steps for recovery of dues to the Association;

4.3.7 To hear and deal with complaints.

4.4 **ESTATE SUPERVISOR:** Board may employ an Estate Supervisor for the Association at a remuneration fixed by the Board to perform duties assigned by the Board.

4.5 **ELECTIONS AND TERM OF OFFICE:**

4.5.1 The General Body shall elect the President, Vice President, Secretary and Treasurer as principal officers and five managers, as per the annual schedule indicated at clause 4.5.3 below. Total strength of the BOM shall not exceed nine. Only members residing in JVV shall be elected to the BOM. Further, a member elected to the BOM, while residing in JVV shall automatically lose his place in the BOM if he subsequently shifts his residence out of JVV.

4.5.2 Four principal officers and three managers shall be elected only from among members. Remaining managers may be elected either from members or from joint owners, duly authorized by the respective member to contest the election. If the said joint owner is elected to the BOM, the concerned member shall immediately (within three working days) transfer his membership of the Association to the joint owner by
transferring the name of the said joint owner to the first place on the share certificate. If an associate member fails to have his name transferred to the first position on the share certificate within seven working days, he shall automatically lose his place in the BOM. Further only one person from any unit is entitled to contest the election for the BOM.

4.5.3 A member may be elected to the same position in the Board for two succeeding terms only. However, no member shall be elected to the Board for more than three consecutive years in any capacity.

4.5.4 If no candidate from among members offers himself for the posts of Principal Officers and the three posts reserved for members, the candidature of other joint owners shall be considered for these posts, ensuring that

(i) only one person from any unit is entitled to be a member of the Association and to contest for a post in the BOM.

(ii) That the joint owner, if elected, will, within three working days, get his name transferred to the first position on the share certificate

4.5.5 Nominations are to be invited for the posts of President, Vice-President, Secretary, Treasurer, and three managers from members and for remaining four managers from members/joint owners. However, nominations from joint owners who are associate members may also be accepted for the first seven posts only to cater for the eventuality where no nominations for any particular post is received from members. A Returning Officer, appointed by the Board for the specific election, should invite nominations. Returning Officer shall be a member of the Association. Letters inviting nominations are to be dispatched to all members irrespective of their place of residence. (Whether in JVV or outstation). The JVV office shall supply to the returning officer a list of disqualified members at least ten working days before the General Body Meeting.

4.5.6 At the AGM, Members may elect a panel of three Members as the Returning Officers (R.O.) for a period of two years. The first person in the panel shall the Principal Returning Officer. The second Member, the first alternative and the third, the second alternative to fill in the Principal R.O’s post, in the event of his inability/absence. The election to the post of Returning Officers may be by show of hands, subsequent to names being duly proposed and seconded.

4.5.7 The BOM shall invite nominations for the posts of Principal Officers, for which elections are held from Members and for the remaining Managers from Members/Joint owners. However, nominations from Joint Owners who are Associate Members may also be accepted for the posts of Principal Officers, only to cater to the eventuality where no nominations for any particular post is received from Members. Letters inviting nominations are to be dispatched to all Members, irrespective of their place of residence (whether in JVV or in outstation). The JVV Office shall supply to the Returning Officer, a list of disqualified Members, at least ten working days before the General Body Meetings. Any candidate, who has filed a case in the Courts against the Association or
vice versa, shall declare in brief the nature of the case, if pending. The Returning Officer shall read out the declaration at the AGM, prior to the polling.

4.5.8 Nominations should be on prescribed form, which will be made available by JVVAOA office. One nomination form is to be used for one post. All nominations should be sent to the Returning Officer, c/o JVVAOA office and an acknowledgement obtained from the office.

4.5.9 Last date for filing nomination shall be two working days prior to the GBM.

4.5.10 Returning Officer shall publish the list of valid nominations received, at least one working day prior to the scheduled date of the GBM.

4.5.11 A member cannot propose or second names of more than one member to the Board. Consent of the nominee on nomination form is mandatory.

4.5.12 A member who has been on the Board of Managers for last three consecutive years will not be eligible to contest for any position on the Board for the next three years.

4.5.13 If only one nomination is received for a particular post, it should be announced in the GBM by the Returning Officer. Such a Candidate shall be elected by majority of those present.

4.5.14 If no nomination is received in the normal process, for any post/posts in the BOM, the following procedure to elect a candidate for the post is to be adopted:

The Returning Officer is to call for nomination of candidates for the post/posts, at the AGM. These are to be verbally proposed and seconded by the Members. The Returning Officer is then to conduct the election for the post/posts. Election of the candidate is to be by a show of hands. The normal election procedure as per Clauses 4.5 of these Bye Laws will not apply in this case.

4.5.15 Election shall be by votes being cast in ballot boxes. One box is to be earmarked for each post. Ballot papers, normally eleven of them, are to be distributed by the Returning Officer and his team to all eligible members at the time of polling. Members may mark their preference by a tick-mark against the chosen candidate and drop the ballot papers in the ballot boxes provided.

4.5.16 On completion of voting, Returning Officer shall count the votes in the General Body. If they so desire, candidates may observe counting.

4.5.17 Results of election are to be announced by the Returning Officer at the AGM and a signed statement has to be given to the President.

4.5.18 Presence of candidates contesting the election, their proposers and their seconders, is mandatory at the GBM.
4.5.19. In the event the General Body is unable to elect the full strength of Managers to the BOM, the new Members of the BOM may pursue action co-opt Members from among owners at JVV. A notice is to be displayed on JVV Notice Boards, for seven days, inviting volunteer owners to serve in the BOM until the next AGM. Eligible candidates are to be elected by a majority of votes in the BOM.

4.6 VACANCIES:

4.6.1. Vacancies of Principal Officers in the Board, caused by a reason other than removal of a Manager by a vote of the General Body, shall be filled from among willing Managers of the BOM, by a vote of the majority of the remaining Managers, in a duly constituted meeting of the Board. Each person so elected shall be a Manager until a successor is elected at the next SGM/AGM.

4.6.2. If no Manager volunteers for filling the above vacancy, the BOM may fill the post by co-opting a Member of the Association, as per 4.5.19 above.

4.6.3. Vacancy of a Manager, other than a Principal Officer may be filled by co-opting a Member of the Association as per 4.5.19 above.

4.7 REMOVAL OF MANAGER: At any regular or special meeting of the Board, one or more of the managers (excluding Principal Officers), may be removed, for absence from three consecutive meetings, by a majority of the BOM. Any manager whose removal is proposed by the Board shall be first heard at the said meeting. The vacancy thus caused may be filled as per para 4.5.19

4.8 ORGANISATION OF MEETING OF THE BOARD. First meeting of a newly elected Board shall be held within ten days of election at a place fixed by the Managers at the AGM at which they were elected. No notice shall be necessary to the newly elected Managers to legally constitute such meeting, provided a majority of the whole Board shall be present.

4.9 REGULAR MEETINGS: Regular meetings of the Board, shall be held at a place and time determined, by the President. At least one such meeting shall be held each calendar month. Notice of such meetings shall be given to each Manager, personally or by mail or telegraph, at least three days prior to the day of such meetings.

4.10 SPECIAL MEETINGS: Special meetings of the Board may be convened by the President on three day’s notice to each Manager given personally or by mail or telegraph. The notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall also be convened by the President in like manner and on like notice on the written request of at least five Managers.

4.11 WAIVER OF NOTICE: Before any meeting of the Board, any Manager may, waive notice of such meeting. Such waiver shall be deemed equivalent to giving such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice.
by him. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

4.12 **QUORUM:** At all meetings of the Board, President and five Managers shall constitute the quorum Acts of Managers present at a meeting at which quorum is present shall be acts of the Board.

**CHAPTER V**

**PRINCIPAL OFFICERS**

5.1 **DESIGNATION:** The Principal Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer.

5.2 **ELECTION OF OFFICERS:** The Principal Officers of the Association shall be elected as per para 4.5.3 annually by the General Body and shall hold office at the pleasure of the General Body.

5.3. **PRESIDENT:** He shall:-

5.3.1 shall be the Chief Executive officer of the Association.

5.3.2. preside at all meetings of the Association and the Board.

5.3.3. have the power to appoint committees from among the owners for specific tasks. Board shall be kept informed.

5.3.4 exercise Power of Attorney on behalf of AFNHB for of management of common areas.

5.3.5. ensure that decisions at the meetings of the Board have a backing of the majority present.

5.3.6. ensure that the finances of the association are effectively managed. He shall be responsible for funds and investments of the Association

5.3.7 have no power to sanction any expenditure unilaterally.

5.3.8. ensure that cash-book is maintained by the Treasurer and is checked and signed each month on the last working day by himself or by a member of the Board, so authorized.

5.4 **VICE-PRESIDENT:** The Vice - President shall act as the President and perform his duties whenever, the President shall be absent or unable to act. If neither the President nor the Vice - President is able to act, the Board shall appoint some other
member of the Board to act as President on an interim basis. The Vice-President shall also perform such other duties as are assigned to him by the Board.

5.5. **SECRETARY**: He shall:

5.5.1. compile the minutes of all meetings of the Board and the Association. Shall ensure that quorum is maintained at the time of voting on any proposal at the General Body Meetings. The number of votes FOR and AGAINST a proposal will be recorded in cases of a close contest.

5.5.2. have charge of and maintain such books and papers as the Board may direct.

5.5.3. in general, perform all the duties incidental to the office of Secretary, including:

i) Implement decisions of the Board and the General Body, in coordination with respective managers. He should ensure that financial propriety is maintained and that financial control is effective.

ii) Oversee the working of the Estate Manager.

iii) Be responsible for the personnel management of all employees. (Functional responsibility of personnel will however devolve on respective portfolio managers.)

iv) Caution an owner/resident of any irregularity noticed in and around his apartment.

v) Call upon an owner/resident to stop any disturbance being created by inmates or guests in and around his apartment.

vi) Suspend services normally available to owners/residents, in case an owner/resident does not adhere to the Bye-laws/ Rules of the Association, in consultation with the BOM.

vii) Prevent the entry into the JVV of persons of ill-repute.

5.6 **TREASURER**: He shall:

5.6.1 Be responsible for Association funds and investments.

5.6.2 Plan investments of the Association and get them approved by the Board of Managers.

5.6.3 Keep accurate accounts of receipts and expenditures including those of JVV School.

5.6.4 Keep all expenditure within the budget approved by the GBM.
5.6.5 Incur expenditure as per procedure and financial powers laid down in Chapter VII.

5.6.6 Check the accuracy of data entry on a daily basis, maintain accounts with the help of the Accounts Assistant, using appropriate software (presently Tally) and maintain a file containing a daily print out of the Cash Book. Ensure that the cash balance at the Office, after banking hours shall not exceed Rs.5000/- (Rupees five thousand only).

5.6.7 Maintain Bank A/cs of the Association and tally them with Cash Book monthly.

5.6.8 Get all ledger A/cs updated monthly and thereafter prepare a Trial Balance by 15th of each month.

5.6.9 Check School A/cs maintained by the School Member at intervals of 4 months and suggest improvements.

5.6.10 Prepare the final accounts of the Association as on 31 March each year by 15th April and get the same audited by 30th April each year.

5.6.11 Get a Chartered Accountant appointed as the Association auditor and get his remuneration approved in the annual GBM.

5.6.12 Ensure that the routine expenditure in the first three months of the financial year does not exceed the expenditure incurred in the corresponding period of the previous financial year.

5.6.13 also supervise financial activities listed in Chapter VII.

5.6.14 Shall through the Accounts Assistant hold in his custody an amount specified by the Board for petty expenses.

5.7 REMOVAL OF PRINCIPAL OFFICERS: A Principal Officer may be removed by a majority vote at a meeting of the General Body. He shall be heard at this meeting before the final decision. The successor shall be elected at the same meeting from amongst other members of the Board or from amongst other General members willing to contest for the post. Should a member of the Board be elected as Principal Officer, the resultant vacancy in the Board would be filled up in the same AGM. The normal election process as per para 4.5 of the Bye Laws will not apply in this case.

CHAPTER VI

OBLIGATIONS OF THE APARTMENT OWNERS/RESIDENTS.
6.1 **MAINTENANCE AND OTHER CHARGES.**

6.1.1 All owners shall pay charges as decided by the General Body for facilities to be provided by the Association.

6.1.2. These shall be credited to the Residents’ Current Account.

6.1.3. Facilities provided by JVVAOA shall be withheld from defaulting members after due notice.

6.2 **MAINTENANCE AND REPAIR**

6.2.1 Every owner must perform promptly, all maintenance and repair work within his own unit, at his own cost, which, if omitted would affect the neighbouring units/ JVV Complex in entirety or in part belonging to other owners. He shall be expressly responsible for the damages and liabilities that his failure to do so may engender.

6.2.2. All the repairs of external and internal installations of the unit such as water, light, gas, power, sewage, TV, Telephones, air-conditioners, sanitary installations, doors, windows, lamps and overhead tank repairs and all other accessories belonging to the unit area shall be at the expense of the apartment owner concerned.

6.2.3 **Seepage:** In the event of seepage occurring in one unit and being attributable to the discharge of water/affluents at/from the unit at the higher level, rectification shall be undertaken at the earliest. Charges payable for the rectification shall be shared equally between the apartments. The Association shall be kept informed.

6.2.4 **Drain Pipes:** Every unit shall ensure that drainage of water from terraces does not affect the neighbouring unit at the lower level. Such drainage should be channelised through appropriate plumbing, to the ground level storm water drain.

6.2.5. An owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common area or facility damaged through his fault or for removal of debris or of extra cleaning around the dwelling.

6.3 **USE OF FAMILY UNITS-INTERNAL CHANGES:**

6.3.1. All residential units shall be utilised for residential purpose only and no commercial activity will be carried out in the flats.

6.3.2 The Owner/resident shall not make any structural addition/modification/alteration to any apartment nor make any additions/alterations to the cluster nor shall change the outside colour scheme, elevation or facade of the apartment otherwise than in a manner prescribed by the BOM. The owner/purchaser shall not subscribe to or seek the change of name of the layout in which apartment is situated, which shall be ‘Jal Vayu Vihar, Bangalore’.
6.3.3. No moulded tanks / sump shall be installed or built by any owner/resident without prior sanction of the Association. Moulded tanks shall not be larger than 1000 litre capacity. The location of the tank shall be decided by the Secretary. Cemented tanks or underground sumps are not permitted. Not more than one moulded tank is to be installed by one unit.

6.4 USE OF COMMON AREA AND FACILITIES AND RESTRICTED COMMON AREAS AND FACILITIES:

6.4.1 An owner/resident shall not place or cause to be placed in the lobbies, vestibules, stairways and other areas of JVV Complex and facilities of a similar nature, both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used only for normal transit through them. Flower pots or receptacles are not to be placed on stairways nor in the area leading to the electrical meter board.

6.4.2 No permanent structure such as wall, iron fencing or barricade of whatsoever nature shall be erected in the common areas or restricted common areas by any member/resident.

6.5 RIGHT OF ENTRY:

6.5.1. A resident shall grant right of entry to the Estate Supervisor or to any other person authorised by the Board in case of any emergency originating in or threatening his unit. Whether the owner is present at the time or not, the Association would have right of entry, in the event of an extreme emergency (e.g. fire, flooding etc.) provided one of the principal officers of the Board is present to ensure the security of the premises.

6.5.2 A resident shall permit other residents, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to 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. In case of an emergency such right of entry shall be immediate and in such cases at least one of the Principal Officers of the Board shall be present.

6.5.3. In respect of the use of terraces/open space roof tops provided with type III & IV flats in JVV, the following are the conditions laid down, by the AFNHB, to all allottees at the time of allotment in the year 1991 and these conditions shall prevail (on all residents), as given below:

i) The terraces over car garages have been paid for by the allottees of first floor flats. These terraces do not house any overhead tanks. These terraces will therefore be for the exclusive use of owners of first floor flats.

(ii) The terraces opposite the second floor flats have been paid for by the allottees of these second floor flats. These terraces house overhead water tanks belonging to first and ground floor flats directly below. These terraces will be for the use of the owners of
second floor flats subject to the condition that these owners would have to permit access to the residents of first floor and ground floor flats of the building or their representatives for bonafide requirements of maintenance/upkeep of their respective water tanks.

(iii) The roof tops of second floor flats will be common property and no owners will have any exclusive right to its use. These roof tops also house some overhead water tanks and the entry to these roof tops is through the terraces opposite to the second floor flats. The occupants of these second floor flats would have to permit access to occupants of the lower flats and/or their representatives for bona-fide requirements of maintenance/upkeep of their respective water tanks. Further the residents of the cluster in which the roof top of the second floor is situated have the right of entry to this roof top terrace on the top of the second floor, to use it for such common purposes as enjoying fresh air, doing yoga in open space etc.

iv) The owners of the second floor (if they so wish) may erect steel grills on their terrace, for the purpose of safety, in such a way that the path leading to the water tanks at second floor level and the path leading to the staircases to the roof top terrace is left free and unobstructed.

v) No erection of structure or construction including that of terrace gardens, additions/alterations etc are permitted on any of the terraces and terraces on top of the second floor flats.

6.6 RULES OF CONDUCT:

6.6.1 Residents of JVV complex shall not post advertisements, or posters or erect hoardings or banners of any kind in or on the buildings except as authorised by the Association.

6.6.2 Residents shall exercise extreme care about making noises or use of musical instruments, radios, television and amplifiers that may disturb others.

6.6.3 Residents keeping domestic animals, as pets, shall abide by the municipal sanitary bye-laws and regulations. They shall ensure that their dogs are protected against Rabies and Distemper and that a certificate on the currency of their immunization is always available with them. Pet owners are to ensure that pets do not defecate/urinate in JVV compound and common areas and terraces. Pet dogs are not to be left unleashed on the terraces thus posing a threat to other occupants’ free access to their water tanks/terraces.

6.6.4 Domestic Animals: Following creatures/animals are not permitted to be maintained in the premises of JVV: cows, buffaloes, sheep, poultry, reptiles, gaming pigeons etc.
6.6.5 It is prohibited to hang garments, rugs etc., from windows, balconies or from any of the facades of the JVV Complex.

6.6.6 Flower pots and other objects are not to be placed on the parapet walls as they deface the walls and also pose a danger of falling down, causing damage to persons/property/other residents.

6.6.7 Garbage or trash shall be deposited only in the disposal installations provided for such purposes in JVV. If such installation is not provided, garbage or trash shall be collected and thrown in the municipal dust bin.

6.6.8 No resident shall install wiring for electrical or telephone installation, television antennae, machines or air-conditioning units, etc., on the exterior of the JVV apartments or that protrude through the walls or the roof of that complex except as authorised by the Association.

6.6.9 The Board shall have the right to periodically examine JVV complex to ensure proper adherence of all residents to the above regulations, in the general interest and well being of all residents.

CHAPTER VII

ACCOUNTS AND AUDIT

7.1 FUNDS: Funds may be raised by the Association for the welfare of owners/members in all or any of following ways :-

7.1.1 by Share purchase fee and one time contribution from purchaser of apartment.

7.1.2 by collective contributions and donations from the residents and public.

7.1.3 from common profits which shall form the nucleus of the Residents’ Current A/c

7.1.4 by transfer of owners’ funds by the Air Force Naval Housing Board, New Delhi.

7.1.5 from residents and/or Public Institutions for creation of viable capital assets in JVV as approved by the General Body.

7.1.6 By organizing other lawful activities for the residents.

7.2 The funds and income of the Association shall be utilised solely on expenditure for achievement of objectives of the Association. Income in excess of expenditure or vice-versa shall be merged into the Residents’ Current Account. Surplus fund shall not be disbursed to owners as profit/dividend/interest.

7.3 INVESTMENT:
7.3.1 The Association may invest its surplus funds, after the approval of the Board of Managers, in one or more of the following Institutions:

(i) Public Sector Banks

(ii) Scheduled Banks

(iii) Public Sector Institutions.

7.4 ACCOUNTS

7.4.1 The Association shall maintain Bank Accounts as necessary, into which all money received by it shall be deposited.

7.4.2 The Treasurer will hold in his custody an amount specified by the Board for petty expenses.

7.4.3 While salary of employees may be paid in cash, other payments in excess of Rs.2500/- shall be made by cheques signed by Treasurer and President.

7.4.4 Those authorized to sign cheques of the Association shall not bear any blood relationship with each other.

7.4.5 All accounts including School and Registration shall be maintained regularly.

7.4.6 The accounts shall be audited by a Chartered Accountant every year.

7.4.7 All accounts shall be closed as on 31 March every year.

7.5 PUBLICATION OF ACCOUNTS AND REPORTS

7.5.1 The Association shall, on or before 30 April each year, publish its audited financial statement for the previous financial year consisting of:

i) Income and Expenditure A/c

ii) Receipts and Payments A/c

iii) Balance Sheet showing the assets and liabilities of the Association disclosing their general nature and value.

7.5.2 A copy of the audited financial statement and audit report shall be kept in the Association office for perusal by members, during office hours.

7.6 AUDIT
7.6.1 The Association shall appoint, at its GBM, a Chartered Accountant to audit the accounts and finances of the Association. The GBM shall also fix his remuneration.

7.6.2 The auditor shall examine the annual financial statement prepared by the Board and verify the same with connected accounts. He shall thereafter sign the statement as correct and in accordance with the law.

7.6.3 The accounts of the Association are to conform to the bye laws/rules of the Association in addition to the accounting regulations/laws.

7.6.4 Auditor shall specifically observe compliance of Association accounts with these bye laws/rules.

7.6.5 Concurrent audit of the accounts shall be carried out by the Auditor, monthly.

7.6.6 Non-compliance of accounts with these bye laws/rules as also accounting laws will specifically be brought out by the auditor in his annual report to the Board.

7.6.7 Reports of concurrent audit shall be rendered to the Board. The reports shall clearly bring out wrong accounting practices, if any, errors and cases requiring attention of the Board. Simultaneously he shall suggest remedial measures for prevention of such errors and improvement of accounting standards.

7.7 The auditor shall be entitled to call for information pertaining to all financial transactions conducted by the Association and examine these papers.

7.8 **FINANCIAL POWERS:**

7.8.1 Regular planned items of expenditure, in the day-to-day activities of the Association, shall not exceed the budget for the same already approved by the GBM. Non-planned expenditure will be incurred by the common consent of the President, Secretary & Treasurer. If any one of them disagrees, then the case shall be referred to the Board for decision/sanction.

7.8.2 Expenditure upto Rs.1000/- per item may be proposed by the concerned Member and approved by the President.

7.8.3 Expenditure in excess of Rs.1000/- per item but limited to Rs.5000/- per item shall be proposed by the concerned member through the Secretary and approved by the President.

7.8.4 Expenditure in excess of Rs.5000/- per item but limited to Rs.25000/- per item shall be proposed by the Secretary and put up for approval of Board for sanction by at least 8 Managers.
7.8.5 Expenditure in excess of Rs.25000/- per item shall not be incurred/sanctioned by the Board but shall be put up for prior approval of the GBM.

7.8.6 Every proposal shall be put up to the Treasurer for clearance, before incurring the expenditure, on availability of budgetary allocation and liquid funds. No expenditure shall be incurred without this clearance in advance.

7.8.7 Minimum 3 quotations shall be called for to meet expenditure on any item costing Rs.5000/- or more. Least costly quotation commensurate with quality shall be accepted.

7.8.8 In exceptional cases, when delay cannot be accepted, the Board can sanction expenditure which will be put up for ratification in the following GBM.

CHAPTER VIII

MORTGAGES

8.1 NOTICE TO ASSOCIATION: An owner who mortgages his unit, shall notify the Association, the name and address of his mortgagee and the Association shall maintain such information in “the Register of Apartment Owner”.

8.2 NOTICE OF UNPAID DUES: The Association shall at the request of a Mortgagee of a unit, report dues outstanding from the owner of such unit.

CHAPTER IX

COMPLIANCE

9.1 COMPLIANCE: These Bye-Laws are set forth to comply with the requirements of the Karnataka Apartment Ownership Act, 1972. In case any of these bye-laws conflict with the provisions the said Act, it is hereby agreed and accepted that the provisions of the Act will apply.

9.2 SEAL OF THE ASSOCIATION: The Association shall have a common seal, which shall be in the custody of the Treasurer. Every deed of instrument to which the seal is affixed shall be attested for or on behalf of the Association by the President of the Board in all cases and the Secretary / Treasurer as applicable.

CHAPTER X

AMENDMENTS TO BYE LAWS
10.1 AMENDMENTS OF BYE-LAWS: These Bye-Laws may be amended by the Association in a duly constituted meeting for the purpose. No amendment shall take effect unless approved by at least 75 (seventy five) percent of the total number present in the meeting.

CHAPTER XI

MISCELLANEOUS MATTERS

11.1. DISSOLUTION: In the event of dissolution or winding up of the Association, the assets remaining as on date of dissolution shall under no circumstances be distributed among members but shall be transferred to the succeeding Association/Society/Institution/Trust.

11.2. POWERS TO SUE AND TO BE SUED: The President of the Association shall be the person to sue on behalf of the Association and shall be the person sued in any suit against the Association.

Note: (1) These Bye Laws were approved in the AGM held on 26th August, 2001 (para 38 of the Minutes) and were registered with Sub Registrar, Bangalore (North) vide Registration No.IV 823/2001-02 dated 20th February, 2002. (2) Amendments Chapters I to V were approved in the Special General Body Meeting held on 9th April, 2006. The same have been registered with Sub Registrar, Bangalore (North) vide Registration No.IV 77/2007-08 dated 13th September, 2007. These Bye Laws supersede all the earlier Bye Laws of JVVAOA.