







TS00BB29369046

DOCUMENT NO.I

I . NAME OF THE SOCIETY

SAGAR PUSHPAVAN PLOT OWNERS WELFARE ASSOCIATION.

2. LOCATION OF THE OFFICE: H.No.3-2-86/4, AMR Nagar, Bhuvanagiri, Bhongir, Nalgonda District - 508116.

- 3. AIMS AND OBJECTS
- (1) the object of the Association shall be
- (a) To be and to Act as the Association of Plot Owners of the plots called the Sagar Pushpavan Project located at Chintapally village and Mandal, Nalgonda District (Hereinafter called "the said Project") who have their respective declaration submitting their unit, to the Association,
- (b) To invest and use funds of the Association for the general maintenance of the project for fulfilling the objects of the association.
- (c) To provide for the maintenance, repair and replacement of the common areas and facilities from the interest accrued from the corpus fund which is contributed by the plot. Owners, and if necessary by raising funds for that purpose without disturbing the fixed deposit.
- (d) To take possession of all common areas and facilities in the Project of "Sagar Pushpavan" like boundaries of the project, open land and open spaces, driveways, children's recreation, bore wells, water pumps, storage tanks, water piping system, drainage system, electricity distribution, association maintenance office etc.
- (e) To establish and carry on, on its own account or jointly with individual or institution, education, physical, social and recreational activities for the benefit of the plot owners.

Signature yalid

Digitally signed by NVASUDEVA RAO Date: 20,6.09.20 18:27:24 IST SIGNATURE OF THE PRESIDENT/SECRETARY

IIVII I

ఎలక్ట్రానిక్ సేవలను అందించుటకు అధీకృత ప్రతినిధి ఇచ్చు ధృవీకరణ పత్రము Declaration by the Authorized Agent for Delivering the Electronic Services

PARTY PARTY

(i) ఈ కంప్యూటర్ ముద్రణా ప్రతిలోని సమాచారము అధీకృతమైన కంప్యూటర్ సిస్టమ్స్ నుండి నేను పొందిన అసలైన సమాచారానికి సరియైన నకలు అయి వున్నది.

The computer output in the form of computer printouts attached herewith is the correct representation of its original as contained in the computer systems accessed by me for providing the service.

(ii) ఈ కంప్యూటర్ ముద్రణా ప్రతిలోని సమాచారము నియోగింపబడిన అధీకృతమైన కంప్యూటర్ సిస్టమ్స్ నుండి క్రమబద్ధమైన పద్ధతిలో సేకరింపబడినది.

The information contained in the computer printouts has been produced from the aforesaid computer systems during the period over which the computer was used regularly.

(iii) ఈ కంప్యూటర్ ముద్రణా ప్రతిలోని సమాచారము కంప్యూటర్ సిస్టమ్స్ల్ క్రమమైన పద్ధతిలో నమోదు చేయబడినది.

During the said period, information of the kind contained in the computer printout was regularly recorded by the aforesaid computer systems in the ordinary course of the activities.

(iv) ఈ కంప్యూటర్ ముద్రణా డ్రతితోని సమాచార సేకరణ సమయంలో కంప్యూటర్ సిస్టమ్స్ సరిగ్గా పనిచేయుచున్నవి మరియు సదరు కంప్యూటర్ సిస్టమ్స్ లో ఉన్న ఎల్మక్టానిక్ రికార్డుల యధార్థతను డ్రుభావితం చేసే ఏవిధమైన నిర్వహణ సమస్యలు లేవు.

Throughout the material part of the said period, the computer was operating properly, and there have been no such operational problems that affect the accuracy of the electronic record contained in the aforesaid computer systems.

పైన పేర్కొన్న విషయాలు నాకు తెలిసినంత వరకు మరియు నా విశ్వాసం మేరకు సరియైనవి.

The matter stated above is correct to the best of my knowledge and belief.



- '(f) To frame rules, with the approval of the general meeting of the association and after consulting the competent authority and may establish a provident fund and gratuity fund, if necessary, for the benefit of the employee of the Association;
- (g) to do all things necessary or and otherwise for enhancing co-operation amongst the Plot owners for improving and enhancing the experience of staying at Sagar Pushpavan Project and provide for their welfare expedient of the attainment of the objects specified in these bye – laws;
- (h) To organise, establish and run social, educational, cultural, recreational and other facilities for the welfare of the plot owners.
- To do all things necessary or expedient for the accomplishment of the aforesaid objects of the Association.
- (2) The Association shall not act beyond the scope of its objects without duly amending the provision of this bye – laws for the purpose.
- "Certified that the association is formed with no profit motive and no commercial activity is involved in its working".
- 2. "Certified that the Office Bearers are not paid from the funds of the Association".
- "Certified that the Association is not engage in agitational activities to ventilate its grievances".
- 4. "Certified that the Office Bearers signatures are genuine".

DECLARATION

We the undersigned persons in the memo have formed in to an association and responsible to run the affairs of the Association and are desirous of getting the Society registered under A.P. Societies Registration Act. 2001.

SIGNATURE OF THE PRESIDENT/SECRETARY

Name of the office Bearers & S/o, D/o W/o.	Age	Designation of their local Standing in the Society	Occupation	Residential Address	Signature
t. K. Bhanu Murthy S/o K.V. Sarma	61 years	PRESIDENT	Pvt. Service	C-1,Block-D. Amrutha Enclave, Road No.14, Banjara Hills, Hyderabad-34.	65
2. B. Santosh Kumar S/o B. Prabhulalah	38 years	VICE - PRESIDENT	pvt. Service	H.Ng.13-6-462/A/A, Bagwandas Begh, Taliagadda, Hyderabad-500 067.	871
3. M. Rajasekhar 5/o M. Shivanandam Sarma	45 years	GENERAL SECRETARY	Pvt. Service	H.No.10-1/75, Anandi Nagar, Dammaiguda, Nagaram, Ranga Reddy District- 500 083.	3
4, N. Bhaskar Rao S/o N.Mohan Rao	34 years	JOINT- SECRETARY	Pvt. Service	Kambaravalasa, Veera gattam, Srikakulam- 532450,	150000
5. K. Raghu Ramaraju 5/o K. Subramanyam Raju	44 years	TREASURER	Pvt. Service	TRT:3:39 Vidya nagar, Nallakunta, Hyderabad-500 044.	18th
6. P. Santosh Kumar P. Ramchandra Raju	35	JOINT- TREASURER	Pvt. Service	H.No.2-3-736/6/A, Sai Babs Temple Street, Golnalia, Amberpet, Hyderabad -500 013	des
7. U. Gandhi (Rep. of Country Condo's Limited) S/o U. Venkateshwarlu	46 years	EXECUTIVE MEMBER	Pvt. Service	Piot No.57, Shivapuri Colony, Kapra, ECIL, Ranga Reddy Dist. 500 062.	John Co.
8. G. Jayaramulu S/o G. Yadagiri	54 years	EXECUTIVE MEMBER	Business	H.No.3-2-86/2, AMR Ningar, Bhuvanagiri, Bhongiri, Nalgenda District Pin-508116	ex goden

WITNESSES:

Name of the & S/o	Age	Designation of their local Standing in the Society	Occupation	Residential Address	Signature
1. K. Rango'ah 5/0 Venkatarah	34 Okos	Lithresses	put-score	H Ma-14-11-592 32 Godd: Amoren coloublyinger: thydrophed-60	
2. T venkat Reddy 46 SaTTR Reddy	34	Lithesia	put-seving	Romagini Nalforda Town	Burg

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SIGNATURE OF THE PRESIDENT/SECRETARY

DOCUMENT NO.II **RULES AND REGULATIONS**

1 . NAME OF THE SOCIETY

: SAGAR PUSHPAVAN PLOT OWNERS

WELFARE ASSOCIATION.

2. LOCATION OF THE OFFICE: H.No.3-2-86/4, AMR Nagar, Bhuvanagiri, Bhongir, Nalgonda District - 508116.

3.(1). MEMBERSHIP

: Plot owners.

(ii). CATEGORY OF MEMBERS

: General.

(iii). ADMISSIONS FEE AND ANNUAL SUBSCRIPTION OR MONTHYL SUBSCRIPTION:

4. GENERAL BODY

(I). Annual General Body will meet once in a year i.e., in the month of December.

(ii). FUNCTIONS

- a. To pass the budget for the ensuring year and approve the expenditure statement of Previous Year,
- b. To approve the reports of the activities of the Society.
- c. To elect the Executive Committee etc.,
- d. To appoint Auditor.
- e. As per the Annexure 'A' herewith enclosed.

5.(i). Executive Committee: shall consist of Seven (8) Members and out of them, the following of five bearers shall be elected by the E.C. Viz., President, Vice-President, General Secretary, Joint Secretary and Treasurer , Joint Treasure and remaining persons all the Executive Committee Members.

SIGNATURE OF THE PRESIDENT/SECRETARY

ii). The Members of the Executive Committee (Governing Body) shall be duty bound to at least the signature of all the members of the newly elected executive committee and to see that the signature of the outgoing Governing Body tally with the annual list as titled with the registrar of societies before 15 days the succeeding month of the month in which Elections were held.

iii). FUNCTIONS OF THE EXECUTIVE COMMITTEE AND OFFICE BEARERS:

- 1). President: The president shall be the chief Executive officer of the Association. He shall preside at all meeting of the Association of the general power and duties which are usually vested in the office of president of an Association, Including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the affairs of the Association.
- 2). Vice-President: The Vice-president shall take the place of 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 board so to act on an interim basis. The Vice-president shall also perform such other duties as shall from time to time be imposed upon him by the board.
- 3). Secretary: The Secretary shall kept the minutes of all meeting of the Association, he shall have charge of such books and papers as the Board may direct, and shall, in general, perform all the duties incidental to the office of secretary.
- 4). Joint Secretary: The Joint Secretary shall take the place of the Secretary and perform his duties whenever the secretary shall be absent or unable to act.
- 5). Treasurer: The treasurer, shall be responsible for Association funds and securities shall also be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit, of the Association in such depositaries as may from time to time be designated by the Board.

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- 6). The Country Condo's shall also be a part of the Association till all the plots in the layout are sold to different purchasers so as to protect the interests of the Association and also the future purchasers of the plots.
- 7). The Country Condos Ltd automatically ceases the responsibility of plots maintenance after completing sale of the 75% plots in the project and handover the same to the elected body by the members of the plot Owners Association for future maintenance to maintain directly by the Association or through any specialized agency for maintenance of the project. Thereafter the Association will look after the welfare of the association directly or through any agency for the maintenance of the Project and in any manner M/s. Country Condo's Limited not responsible for the maintenance of the Project and ceases its responsibility.
- 8). Joint Treasurer: The Joint Treasurer shall take the place of the Treasurer and perform his duties whenever the treasurer shall be absent or unable to act.
- 9). The Company M/s Country Condo's Ltd., will operate the account till the Project handed over to the plot owners.
- 10). Office Bearers: They are responsible persons to attend to such activities of the society which the Executive Committee entrust to them.
- 11). Quoram: $2/3^{rd}$ of the total members for general Body meeting and $2/3^{rd}$ for Executive Committee meeting.
- 12). Funds: The funds shall be spent only for attachment of the object of the society and no portion there of shall be paid to transferred directly to any of the members through any means.
- 13). Amendments: General Body can amend or substitute the clauses of bye laws or rules with the approval of 2/3rd majority except the clause relating to corpus Fund.

SIGNATURE OF THE PRESIDENT/SECRETARY

Pavan Mee Seva Center
Savarker Nagar,
NALGONDA-509 9811

CERTIFIED TO BE A CORRECT COPY

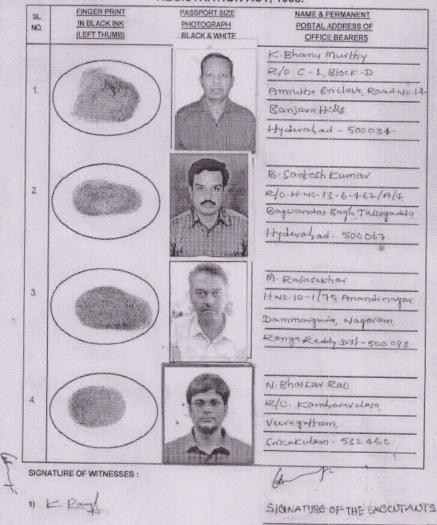
Name of the office Bearers & S/o, D/o W/o.	Age	Designation of their local Standing in the Society	Occupation	Residential Address	Signature
1. K. Bhano Murthy S/o K.V. Sarma	61 years	PRESIDENT	Pvt. Service	C-1, Block-D, Amrutha Enclave, Road No.14, Banjara Hills, Hyderabad-34.	borr
2. B. Santosh Kumar S/o B. Prabhulaiah	38 years	VICE - PRESIDENT	Pvt. Service	H.No.13-6-462/A/4, Bagwandas Bagb, Tallagadda, Hyderabad-500 067.	8/12
3. M. Rajasekhar S/o M. Shivanandam Sarma	45 years	GENERAL SECRETARY	Pvt. Service	H.No.10-1/75, Anandi Nagar, Dammaiguda, Nagaram, Ranga Reddy District- 500 083.	stry
4. N. Bhaskar Rao S/o N.Mohan Rao	34 years	JOINT- SECRETARY	Pvt. Service	Kambatavaiasa, Veeragattam, Srikakulam- 532460.	150 AL
5. K. Raghu Ramaraju S/o K. Subramanyam Raju	44 years	TREASURER	Pvt. Service	TRY:339 Vidyanagar, Nailakunta, Hyderabad-500 944,	De la company de
6. P. Santosh Kumar S/o P. Ramchandra Raju	35 Years	JOINT- TREASURER	Pvt. Service	H.No.2-3-736/6/A, Sai Baba Temple Street, Goinaka, Amberpet, Hyderabad -500 013	Fis
7. U. Gandhi (Rep. of Country Condo's Ltd.) S/o U. Venkateshwarlu	46 years	EXECUTIVE MEMBER	Pvt. Service	Plot No.57, Shivapori Colony, Kapra, ECIL, Ranga Reddy Dist. 500 062.	Spelle
8. G. Jayaramulu S/o G. Yadagiri	54 years	EXECUTIVE MEMBER	Bustness	H.No.3-2-86/2, AMR Nagar, Bhuvanagiri, Bhongir, Nalgonda District Pin-508116	4 for floring

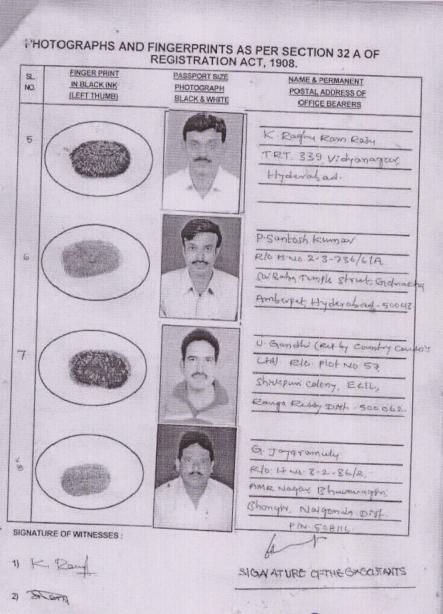
WITNESSES:

Name of the winners	Age	Designation of their local Standing in the Society	Occupation	Residential Address	Signature
1. K. Rangaiah slo Venkataiah	34 ven	wheres	pyt. service	bino (6-11. 532/32 Braddi Annarom Boltok malgra, Bryddialad - 60	K Fary
2.T. vendent Desly 1/0 sature Desly	34	Witness	Put-source	Romagist Nelgowin Town	F10F3

SIGNATURE OF THE PRESIDENT/SECRETARY

PHOTOGRAPHS AND FINGERPRINTS AS PER SECTION 32 A OF REGISTRATION ACT, 1908.





ANNEXURE - 'A'

Bye-Laws of Sagar Pushpavan Plot Owners welfare Association

- Short title and Application: (1) These Bye-Laws may be called Bye-Laws of the Sagar Pushpavan Plot Owners welfare Association.
- 2. The provisions of these bye-laws apply to the Sagar Pushpavan Plot Owners welfare Association all present or future owners, tenants, future buyers, future tenants, or their employees, or any other person that might use the facilities of the layout at "Sagar Pushpavan" and are subject to the regulation set-forth in these bye-laws. The mere acquisition or rental on taking or license of any of the plots (hereinafter referred to as Unit ") of the Sagar Pushpavan Project or mere act of occupancy of any of the said unit will signify that these bye-laws are accepted, ratified, and will be complied with.
- 3. Definition:(1) in these bye-laws unless the context otherwise requires
- (a) 'Association' means the Association of all the Plot Owners constituted by such owners for the purpose of the Sagar Pushpavan Plot Owners Welfare Association.
- (b) "Board" means a Board of managers/ Managing Committee consisting of President, Vice President, Secretary, Joint-Secretary, Treasurer, Joint-Treasurer all of whom shall be owners of Plots in the Sagar Pushpavan Project.
- (c) "Plot" means the plot located at, Chintapally village and Mandal, Nalgonda District and Known as Sagar Pushpavan Project and Includes the land forming part thereof;
- (d) "Declaration" means the declaration which is sole owner of the plot or all the owners of the plots have submitted their ownership rights to the association.
- (e) Majority of Owners means majority of owners exercising voting rights as per declaration given by them.

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- (f) "Corpus Fund", means an amount collected from the Purchaser before or at the time of Registration of the Plot for the exclusive maintenance and preserving of the Lay out / entire plots.
- (g) "Fixed deposit & Interest" means whatever amount collected as Corpus fund from the purchaser of the Plot would be kept in the nationalized/ scheduled Bank as a fixed deposit for a period of 20 years and its interest accrued upon the said fixed for the purpose maintenance of the property. The interest accrued upon the said fixed deposit shall be drawn by the Treasurer and the authorized nominee of the Country condo's for utilizing the same for the maintenance of the layout and other utilities of the Association.
- (i) "Property" means the Land and thing attached to the Land and Plots in Survey No.478, 479, 492,493,494 & 495 in Chintapally Village and Mandal Nalgonda District known as the "Sagar Pushpavan Project".
- (j) "Eminent Personality" means a person existing or retired from the post of District Judge or An Advocate who has been designated as the Senior Counsel more than 10 years practice after his or her elevation by the Judicature of the Hon'ble High Court at Hyderabad or a person who is retired or existing as the Senior Manager of the Nationalized or Scheduled Bank, wherein this property situated or a Revenue Officer not less than below the Rank of Tahasildhar or Dy Tahasildhar.

4. Objects of Association: -

- (1) the object of the Association shall be
- (a) To be and to Act as the Association of Plot Owners of the plots called the Sagar

Pushpavan Project located at Chintapally village and Mandal, Nalgonda District (Hereinafter called "the said Project") who have their respective declaration submitting their unit, to the Association.

(b) To invest and use funds of the Association for the general maintenance of the project for fulfilling the objects of the association.

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- c) To provide for the maintenance, repair and replacement of the common areas and facilities from the interest accrued from the corpus fund which is contributed by the plot Owners, and if necessary by raising funds for that purpose without disturbing the fixed deposit.
- (d) To take possession of all common areas and facilities in the Project of "Sagar Pushpavan" like boundaries of the project, open land and open spaces, driveways, children's recreation, bore wells, water pumps, storage tanks, water piping system, drainage system, electricity distribution, association maintenance office etc.
- (e) To establish and carry on, on its own account or jointly with individual or institution, education, physical, social and recreational activities for the benefit of the plot owners
- (f) To frame rules, with the approval of the general meeting of the association and after consulting the competent authority and may establish a provident fund and gratuity fund, if necessary, for the benefit of the employee of the Association;
- (g) to do all things necessary or and otherwise for enhancing co-operation amongst the Plot owners for improving and enhancing the experience of staying at Sagar Pushpavan Project and provide for their welfare expedient of the attainment of the objects specified in these bye – laws;
- (h) To organise, establish and run social, educational, cultural, recreational and other facilities for the welfare of the plot owners.
- (i) To improve, alter, repair, reconstruct, and incur capital expenditure that may arise for special repairs or improvements to the common areas of any part of the project as per wishes of majority of the plot owners by raising funds or by utilizing the interest accrued on the corpus fund which is kept in fixed deposit and the same has to be done after obtaining views of majority members in the General Body meeting. No part of the corpus fund can be withdrawn under any circumstances and the fixed deposit in respect of corpus fund has to be renewed regularly.

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- To be of assistance to members in whatever manner possible to solve the common problems and promote a feeling of oneness of a happy family through mutual cooperation;
- (K) General Body can amend or substitute the clauses of bye laws or rules with the approval of 2/3rd majority except the clause relating to corpus Fund.
- (I) To do all things necessary or expedient for the accomplishment of the aforesaid objects of the Association.
- (2) The Association shall not act beyond the scope of its objects without duly amending the provision of this bye laws for the purpose.
- 5. Members of association: (1) All persons who have purchased plots in Sagar Pushpavan Project and executed respective Declaration to the association shall automatically be the member of the Association and shall pay the sum of one hundred rupee as entrance fee. Each plot owner shall receive a copy of the bye laws on payment of Rs.100/- or any cost of the book as decided by the managing committee.
 - (2) Upon any plot owner selling his plot or absolutely conveying the same by way of gift under his will or otherwise, the purchaser or donee shall automatically become a member of the association.
 - 6. Joint plot owners: Where a plot has been purchased by two or more persons fointly, whose name is mentioned first in the sale deed or any other person suggested by the owners of the plot only has to right to vote in the elections.
 - 7. Holding of Membership Compulsory: Every plot owner must hold the membership on payment of the prescribed membership fee of Rs.100/- as stated above of the Association.
 - 8. Disqualifications: No apartment owner shall be entitled to vote on the question of the election of members of the Board or the President, Vice President, Secretary, Joint Secretary, Treasurer, Joint Treasurer or any other office bearer or be entitled to stand

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Savarker Nagar,

NALGONDA-503001:

for election to such office if he is in arrears of any sum due from him in respect of his contribution of corpus fund or any common expenses, for more than sixty days on the last day of the year preceding the year in which the election to the Board would take place.

- **9. Voting:** Voting shall be on percentage basis , and the percentage of the vote to which the owner is entitled the percentage assigned to the plot owner or owners in the Declaration.
- 10. Quorum: Except as otherwise provided in these bye-laws, the presence in the person of a majority of the owners shall constitutes a quorum.
- 11. Votes to be cast in persons: Votes shall be cast in person.
- 12. Powers and duties of Association: The Association will have the responsibilities of administering the Sagar Pushpavan Project, approving the annual budget establishment and arranging for the management of the Project in an efficient manner. Except as otherwise provided, resolutions of the association shall require approval by a majority of the owners, casting votes in person.
- 13. Place of meetings: Meeting of the Association shall be held at suitable place convenient to the owners as may from time to time be designated by the Association.
- 14. Annual meetings: The annual meeting of the Association shall be held on the $2^{\rm nd}$ Sunday of December of every succeeding year. The owners may also transact such other business of the Association as may properly come before them.
- 15. Special meetings: It shall be the duty of the President to call a special meeting of the plot owners as directed by a resolution of the boards or upon a petition signed by a majority of the owners and having been presents to the secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting expect as stated in the notice..

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17. Adjourned meetings: If any meeting of owners cannot be organized because a quorum has not attended the owners who are present, may adjourn the meeting to a time not less than forty-eight hours from the time the original meeting was called. If at such adjourned meeting also, no quorum is present the owners present in person being not less than two shall form a quorum.

- 18. Order of business: The order of business at all meeting of the owner of units shall be as follows:
- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of Minutes of proceeding meeting.
- (d) Reports of officers.
- (e) Report of committees.
- (f) Election of Board.
- (g) Unfinished Business, if any.
- (h) New Business.

BOARD OF MANAGERS

- 19. Management of Association: The affairs of the Association shall be governed by a board.
- 20. Powers and duties of board: The Board shall have the powers and duties necessary for the administration of the Association, and may do all such acts and things as are not by law or by these bye laws directed to be exercised and done by the owners.

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- (a) Care, upkeep and surveillance of the Sagar Pushpavan Project and the common areas and facilities and the restricted common areas and facilities;
- (b) Designation, employment, remuneration and dismissal of the personnel necessary for the maintenance and operation of the "Sagar Pushpavan Project the common areas and facilities and the restricted common areas and facilities;
- (c) To provide for the manner in which the audit and account of the Association shall be carried out;
- (d) To inspect the accounts kept by the secretary and/or the treasurer, and examine the register and account books and to take steps for the recovery of all sums due to the Association;
- (e) To sanction working expenses, count cash balance and deal with other miscellaneous business;
- (f) To see that cash book is written up promptly and is signed daily by one of the members of the boards authority in this behalf;
- (g) To hear and deal with complaints.
- 22. Manager: The board may employ for the Association a manager at a compensation determined by the board to perform such duties and services as the boards shall authorize including, but not limited to the duties listed in bye-laws.
- 23. Election and term of office: The term of election of Office Bearers shall be two years.
- 24. Vacancies: Vacancies in the boards cause by any reason other than the removal of a executive member by a vote of the Association shall be filled by vote of the majority of the remaining executive members, even though they may constitute less than a quorum; and each person so elected shall be executive member until a successor is elected at the next annual meeting of the Association.

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SIGNATURE OF THE PRESIDENT/SECRETARY

- 25. Removal of executive member: At any regular or special meeting duly called any one or more of the executive members may be removed with or without cause by a majority of the plot owners and a successor may then and there be elected to fill the vacancies thus created. Any executive member whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.
- 26. Election of officers: The officer of the Association shall be elected by the boards at the organization meeting of each new board and shall hold office at the pleasure of the board.
- 27. President: The president shall be the chief Executive officer of the Association. He shall preside at all meeting of the Association of the general power and duties which are usually vested in the office of president of an Association, Including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the affairs of the Association.
- 28. Vice-President: The Vice-president shall take the place of 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 board so to act on an interim basis. The Vice-president shall also perform such other duties as shall from time to time be imposed upon him by the board.
- 29. Secretary: The Secretary shall kept the minutes of all meeting of the Association, he shall have charge of such books and papers as the Board may direct, and shall, in general, perform all the duties incidental to the office of secretary.
- 30. Joint Secretary: The Joint Secretary shall take the place of the Secretary and perform his duties whenever the secretary shall be absent or unable to act.

SIGNATURE OF THE PRECIDENT SECRETARY

- 31. Treasurer: The treasurer shall be responsible for Association funds and securities shall also be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the name and to the credit, of the Association in such depositaries as may from time to time be designated by the Board.
- 31 A. The Country Condo's shall also be a part of the Association till all the plots in the layout are sold to different purchasers so as to protect the interests of the Association and also the future purchasers of the plots.
- **31B.** The Country Condos Ltd automatically ceases the responsibility of plots maintenance after completing sale of the 75% plots in the project and handover the same to the elected body by the members of the plot Owners Association for future maintenance to maintain directly by the Association or through any specialized agency for maintenance of the project. Thereafter the Association will look after the welfare of the association directly or through any agency for the maintenance of the Project and in any manner M/s. Country Condo's Limited not responsible for the maintenance of the Project and ceases its responsibility.
- **32. Joint Treasurer:** The Joint Secretary shall take the place of the Treasurer and perform his duties whenever the treasurer shall be absent or unable to act.
- 32 (A). The Company M/s Country Condo's Ltd., will operate the account till the Project handed over to the plot owners

OBLIGATIONS OF THE PLOT OWNERS

33. Maintenance and repair: (1) every owner must perform promptly all maintenance and repair work within his own unit, which if omitted would affect the "Sagar Pushpavan Project in entirely or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may endanger.

SIGNATURE OF THE PRESIDENT SECRETARY

- (2) An Owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common area facility damaged through his fault.
- 34. Right of Entry:- (1) An owner shall grant the right of entry to the Manager appointed by the Managing committee or to any other person authorized by the board or the Association in case of any emergency originated in or threatening his unit, whether the owner is present at the time or not.

FUNDS AND THEIR INVESTMENTS

- 35. Funds: Funds may be raised by the Association in all or any of the following ways, namely:
- (b) By contributing and donating from the plot owners.
- (c) From common profit which shall form the nucleus of the reserve fund & interest accrued from the Corpus fund deposited in the bank.
 - (d) By raising loans, if necessary, subject to such terms and conditions as the Association with the approval of the Sub Committee may determine in this behalf.
 - **36. Investment:** The Association may invest or deposit its funds in one or more of the following: -
- (a) In the Nationalized Bank or in the Scheduled bank; or
- (b) In any of the securities specified in section 23 of the Indian Trusts Act 1882;
- **37. Accounts**: (1) A Banking accounts shall be opened by the Association, into which all money received on behalf of the Association shall be paid. Provided that the Secretary may retain in his personal custody an amount not exceeding Rs.1000/- for petty expenses. All payment above Rs.2000/- Shall be made by cheque signed by the Secretary/Treasurer and one member of the Board.
- (3) The Association shall, on or before 31st July in each year, publish an audited annual financial statement in respect of the common areas and facilities containing:
- (a) The profit and loss account;

(b) The receipts and expenditure of the previous financial years; and

SIGNATURE OF THE PRESIDENT/SECRETARY

- (4) The audited financial statement shall be open to the inspection of any member of the Association during office hours and in the office of the Association and a copy thereof, shall be submitted to the Sub committee not later than 15th August of every year.
- **38. Publication of accounts and reports:** A copy of the last financial statement and of the report of the auditor if, any shall be kept in a conspicuous place in the office of the Association.
- 39. Appointment of auditor: The Association shall appoint at its general meeting, an auditor who shall audit the Accounts of the Association to be prepare by the board as herein before provide and shall examine the annual returns, and verify the same with the accounts relating thereto and shall either sign the same as found by him to be correct, duly vouched and in accordance with law, or specially report to the Association in what respect he finds it incorrect, un-vouched or not in accordance with law.
- **40. Power of Auditor:** The Auditor shall be entitle to call for and examine any papers or documents belonging to the Association relating to the common areas and facilities (including limited common areas and facilities) and common expenses and shall make a special report to the Association upon any matter connected with the accounts which appears to him require notice.

MORTGAGES

- **41. Notice to association;** An owner who mortgages his unit, shall notify the Association through the manager, if any, or the president of the board in the event there is no manager, the name and address of his mortgagee; and the association shall maintain such information in a book entitled "Mortgagee of units."
- **42. Seal of the Association:** The Association shall have a common seal be in the custody of the secretary, and shall be used only under the authority of a resolution of the board and every deed of instrument to which the seal is affixed shall be attested for or on behalf of the Association by two members of the board and the secretary or any other person authorized by the association in that behalf.

SIGNATURE OF THE PROGRESS SECRETARY

Penalties:

1. The manager or Managing Committee of Sagar Pushpavan owners Welfare Association, may after due notice of not less than 7 days, for just and sufficient cause, cut off, withhold or in any manner curtall or reduce any essential supply or service enjoyed by an plot owner. The cost of restoration of service shall be payable by the plot owner.

Violation of any part of the bye laws resulting in expenditure to restore Sagar Pushpavan Project to original condition by association; shall be recoverable form the apartment owner who caused such damage.

SIGNATURE OF THE PRESIDENT SECRETARY

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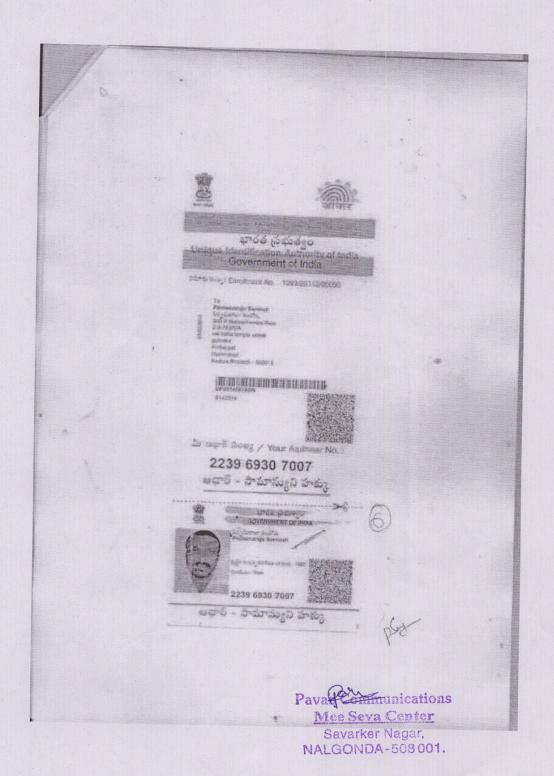
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