UDITA HOME OWNERS ASSOCIATION
(Registered under W B Apartment Ownership Act)

Every Property shall be administered in accordance with such bye-laws as may be framed by the Competent Authority with the prior approval of the State Government.

AND Whereas under Notification no. 1505- HIV dated 23\textsuperscript{rd} 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 \textbf{CHAPTER- A}

AND Whereas under section 12 of said bye laws, UHOA, a body formed under such West Bengal Apartment Ownership Act, 1972 With regard to the smooth transaction of its business in a General Meeting has made certain Rules & Procedures which are broadly given hereunder in \textbf{Chapter - B}
CHAPTER - A
THE WEST BENGAL APARTMENT
OWNERSHIP BYE-LAWS, 1974

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
Ben. Act XVI of 1972), the Competent Authority hereby makes, with the prior approval
of the state Government, the following bye-laws, namely:-

CHAPTER I
PRELIMINARY

1. Short title, commencement and application.- (1) These bye-laws may
called the West Bengal Apartment Ownership Bye-laws, 1974.

(2) These bye-laws shall come into force on the date of their publication in the
“Calcutta Gazette”

(3) These bye-laws shall apply to all the properties submitted by the owners
thereof to the provisions of 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) “the 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) “appointed day” means the day on which these bye-laws come into force;
(d) “Association” means an Association of Apartment Owners;
(e) “Board” means a Board of Managers of an Association of Apartment Owners;
(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 a Association;
(i) “President” means the President of Board, and also of an Association;
(j) “Property” means property submitted to the provision of the Act under section 2; and
(k) “Section” means section of the Act.

(2) All expressions used but not defined in these bye-laws and 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 shall be member of such Association;

(b) Where an apartment owner transfer his apartment by sale or leases to the same he shall cease to be a member of the Association concerned from the date of the sale or lease, as the case may be, and the purchaser or lessee, on his notifying the purchase or lease to the Board concerned becomes immediately a member of the said Association in place of the transferor;

(c) Where more persons than one jointly own an apartment, such person shall nominate one of themselves to be a member of the Association concerned, and immediate send intimation in respect thereof of the Board concerned.

(2) Within forty-five day from the appointed day or from the day of submission of the property concerned to the provisions of the Act, whichever is later, or within such further period as the Competent Authority may, on application made to it or of its own motion, allow, the apartment owners of each property, owned by four or more apartment owners, shall in a general meeting to be held on such date and at such time and place as may be convenient to all 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 they formation of such an Association along with the names of the members thereof, in Form No. 1 top the Competent Authority which shall register the Association under serial number, and cause the means of the members thereof to be entered in the book kept in its office for the purpose.

Explanation. - For the purpose of this clause, a person owning more than one apartment, shall be deemed to be one Apartment Owner.

4. Power and function of an Association.- (1) The final authority of an Association shall vest in the general meeting of the members, which shall administer the property concerned in accordance with the Act and there 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.

(3) The annual general meeting of the Association shall be held in the month of February each year.

(4) The business of the annual general meeting of the 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, for shopping, commercial or other purposes in the Declaration made and submitted under section 2, read with section 10;

(d) to elect Managers of the Board from among the apartment owners to fill up vacancies; and
(e) 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.

(5) On requisition of two-thirds members of an Association or of the Board or as required under these bye-laws, special general meeting of such an Association may be held as often as may be necessary to consider all of 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.

(6) A notice of a general meeting including an annual general meeting starting the place, date and hour of the meeting together with a list of business to be transacted thereat, shall be sent 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.

(7) The general meeting shall be presided over by the President and, in his absence, by a member to be chosen by the members present in such meeting.

(8) Subject to the minimum of three, the quorum for a general meeting shall be one third of the total number of the members.

(9) (a) All questions which may come up before any 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 shall have and exercise a second or casting vote. Voting shall be by show of hands. 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.

(b) Votes shall be cast in person.

(10) 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 the 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 within the compound of the apartment building or estate:

(11) Every Association shall cause minutes of proceeding of 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 person residing over the meeting, on the termination of the meeting or as early thereafter as possible.

(12) An Association shall observe such other rules or 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

5. Constitution of a Board and its Functions.- (1) These shall be a Board of Managers in respect of each Association to carry on and manage the affairs and business of the Association 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 twenty-four.

Explanation:

(a) Where, in a property, a person owns more apartments than one, he shall, for the purpose of this clause, be deemed to be one apartment owner.

(b) While computing, for the purpose of this clause, one third of the number of apartment owners of a property, a fraction exceeding one half shall be deemed to be one whole.

(3) 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 fifteen 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 election of the Managers of the Board of such Association by secret ballot in such manner as may be decided at the said meeting.

(4) The service of the notice referred to in clause (3) shall be affected by personal service or through letter sent by registered post.

(5) 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 forthwith forward the names of the President and of the Managers of
the Board of the Board in Form No. 3 to the Competent Authority, which shall cause those names to be entered in the relevant register to be maintained in its office for the purpose.

6. **Meeting of a Board.**—(1) A Board shall meet at least once a month and shall be presided over by its President and in his absence, by a Manager to be elected by the Managers present in 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 rules or 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 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.

   (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) (a) 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 Managers presiding shall have and exercise a second or casting vote.

   (b) 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.

7. **Retirement of Managers.**—The number of Managers of the Board who shall retire annually shall be the same as the number of members constituting the Board.

8. **Removed 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 from among the apartment owners at that meeting. The Manager so elected shall remain in office for the residue of the Manager on whose removal he has been elected.

   (b) Any other casual vacancy in the office of any elected Manager by resignation of the Board or death shall be filled up by the remaining Managers by co-option of a Manager within six weeks from the date of the vacancy. The Manager so co-opted shall retire at the next annual general meeting and the vacancy shall be filled up by election of a Manager for the remaining period of the term, if any of the Manager in whose place the vacancy originally occurred.
9. **Disqualifications for being Managers.**-(1) Any apartment owner, who fails to pay by the 31st January in any financial year any installment of his contribution towards the common expenses which may have been assessed by the concerned Association in that financial year, 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.

(2) An apartment owner who has not attained the age of 21 years shall not be qualified for election as a Manager.

(3) An apartment owner, who has been elected as a Manager of the Board and has held office for the full term or for any part of the term as such Manager, shall not be qualified for re-election as a Manager or Board for the next two terms:

Provided that the Competent Authority may, for reasons to be recorded in writing, declare such apartment owner to be qualified for such re-election.

10. **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 purpose of the Act and the bye-laws, and, in particular, it shall be directly responsible for-

(i) the care, upkeep, 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, as specified in the Declaration submitted under section 2 read with section 10;

(iv) the proper maintenance of the funds and accounts of the Association concerned, and, if necessary, for the build 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;

(vi) hearing and dealing with all complaints.

(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-to-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;

(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 (5) of bye-laws 4;

(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 our common areas and facilities for earning common in 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 the 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 apartment owners in Form No 4;

(xv) perform any other duty or discharge any other function as the Association in general meeting may direct under the Act and the bye-laws.

11. Election of Officers, Appointment of staff and Removal of Officers.- (1) Election of officers. (a) In addition to the President, the principal officers of an Association shall, in addition to the Secretary, elect a Treasurer and such other officers as may be necessary all of whom including the Secretary shall be elected by and from the Board, and hold office during the pleasure of the Board. The election of these officers shall be held annually at the first meeting of each Board after the annual retirement of the one-third of the Managers and the election of new Managers in their places. A Manager shall, however, be eligible for being re-elected as President, Secretary or any other officer.
(b) The President shall after each election forward the names of the elected officers of the Association with their respective designation in form No. 5 to the Competent Authority who shall cause the said names to be recorded in the relevant register to be maintained for the purpose.

(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 it may determine from time to time subject to the approval of the Association.

(2) Appointment of Staff. (a) A Board may appoint other officers and employees to assist it in efficient discharge of its business under the Act and these bye-laws. Such officers and employees may be paid such remuneration or allowances as may be determined by the Board.

(b) A Board shall, subject to the approval of the Association determine the terms and conditions of service of its officers and employees referred to in sub-clause (a).

(3) Removal of officers. (a) The President, Secretary, Treasurer or any other elected officer 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.

(b) When an officer has been removed at meeting, the Board shall thereupon at the said meeting elect a new officer in place of the officer removed, from among the existing Managers of the Board, and shall forward the name of the officer so elected, to the Competent Authority for its record.

12. Resignation of Officers.- The President, Secretary or any other elected officer may resign his office any time by a notice to the Board. 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.

13. Delegation of power by a Board.- (1) The President, Secretary, Treasurer and other officers appointed by a Board shall exercise such powers, perform such duties and discharge such functions as may be assigned to them by such Board from time to time.
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, or other officers, 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 be the Chief Executive Officer of the Association and shall exercise the general control and supervision of the affairs and officers of the Association and the Board.

14. Constitution of Sub-Committee. – (1) A Board may, from time to time, constitute, if necessary, sub-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 the bye-laws.

(2) The reports of views of the sub-committee shall be received by the Board and considered at its meeting as early as possible for such action as may be thought fit.

15. 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.

16. Budget and supplementary estimate. – The Board shall, before the 1st day of February 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 meeting shall expeditiously consider and the 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 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

17. Finance, Audit and Accounts. – (1) Each Association shall have a fund to be called the Apartments Owners’ Association Fund 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) An account shall be opened in the State Bank of India or in any Nationalized Bank, in the name of the aforesaid fund and all the money of the said fund shall be deposited in the said bank to the credit of the aforesaid fund and such account shall be operated by the President and the Treasurer jointly, and the payments above rupees twenty 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)(a) 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 three months from the end of each financial year, by an auditors to be appointed by the Association.

(b) A copy of the audited accounts of each Association along with the auditor’s report thereon shall be expeditiously forwarded to the Competent Authority, and the said Authority shall have the power to issue directions to the Association or the Board from time to time with reference to such report and such directions shall be binding upon the Association and the Board.

(6) (a) An Association shall, as soon as may be, establish reserve fund out of the common profit, if any;

(b) the reserve fund shall belong to the Association and be indivisible and no member shall have any claim to a share in it;

(c) the reserve fund may be cause for any purpose that may be sanctioned by the tow-third majority of the members of the Association, if the Competent Authority so permits;

(d) the reserve fund may be invested in any of the ways referred to in clause (4)

18. Pass Book of Apartment Owners. - Each apartment owner shall have a separate Pass Book for each year in which the Secretary shall enter –

(a) the amounts received by him during the year from the apartment Owner;

(b) amounts of the apartment owner’s contribution payable by him towards the common expenses;

(c) amounts payable by the apartment owner’s for the year on account of assessment made by the Association and on any other accounts; and

(d) the apartment owner’s share for the year in the common profits, if any.
19. Publication of audited Annual Financial Statement. – (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* -

(i) the details of its profit and loss account,
(ii) its total receipts and expenditure
(iii) a summary of the details of the property concerned, and
(iv) the details of the assets and liabilities of such Association as they stand at the end of the financial year concerned;

(b) the audited annual financial statement shall be open to inspection by any member of the Association during office hours and a copy thereof shall be forwarded to the Competent Authority not later than the 15th day of August of each year;

(c) every audited annual financial statement shall be accompanied by complete list of apartment owners of the property concerned;

(d) A copy of last audited annual financial statement together with the reports of the auditors thereon shall be kept in a conspicuous place in the office of the Association.

**CHAPTER V**

**ASSESSMENT AND REALISATION THEREOF**

20. 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.

(2) The assessment in clause (1) shall be made *pro rata* according to the value of the apartment unit as specified in the Declaration in pursuance of the provision of clause (g) of sub-section (1) of section 10.

21. 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 may be.

22. Manner of payment of common expenses. – Every apartment owner shall pay to the Treasurer the sum payable by him on account of the assessment made upon him by the Association concerned within such period and in such manner as the Association may direct and the Treasurer shall, on receiving such payment, issue in respect thereof.
23. 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.

24. Steps to be taken for realization. – If the arrears be not paid within the period referred to in bye-laws 23, the next meeting of the Board will consider the case of the defaulters individually and will take such steps for realization, as may be considered necessary, including the prosecution of the defaulting apartment owner for non-compliance with, and breach of, the provisions of Act and the bye-laws.

CHAPTER VI
OTHER DUTIES AND OBLIGATIONS
OF THE APARTMENT OWNERS

25. Duties and liabilities of the Apartment Owners. – (1) Every apartment owner shall, on being directed by the Board, immediately undertake and complete all maintenance and repair work within his won unit, 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, required to be effected 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 apartment units, 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 except for residential purpose.

26. 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 demand 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 prejudice of an apartment owner shall be made without giving an opportunity of being heard.

27. **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 may be.

28. **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. 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), notify the Board concerned about his ownership or interest, as the case may be, of the apartment in question.

29. **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 areas and facilities, 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.

30. **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 enabled 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.

(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,

(ii) in an emergent case, immediately.

31. **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 by-law and regulation;
(d) hang cloths & 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 products through the walls or roof of that building except as authorised 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

32. These by-law are mandatory and breach of any of these law by-laws by any apartment owner is an offence punishable under sub-section (1) of section 16A.

33. 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.

FORM No. 1
[See bye-laws 3 (2) ]

To
The Competent Authority
Under The West Bengal Apartment Ownership Act, 1972
Sir,

I hereby communicate that in a general meeting duly held on…………….presided over by the undersigned, the Association of the apartment owners under the name and style of ……..for our property at ……………………..already submitted the provisions of the West Bengal Apartment Ownership Act, 1972, has been formed under the bye-laws framed under the said Act with following as members thereof;

Name of the member: No. of the apartments in the building owned by him /her.

(1) Sri/Smt.
(2) Sri/Smt.
(3) Sri/Smt.
(4) Sri/Smt.
and so on

Yours faithfully
Signature of the apartment owner
presiding over the general meeting

Date :
Place :

Form No. 3
[See Bye-laws 5 (5)]

To
The Competent Authority
Under The West Bengal Apartment Ownership Act, 1972

Sir,

In the first meeting of the Board of Managers held today in accordance with bye-laws framed under the West Bengal Apartment Ownership Act, 1972, I have been duly elected President of the said Board of the Association of the apartment owners in respect of the property at ……………………………………………………………… ...
…………………………………………………………………………
…………………………………………………………………………

(1) Sri/Smt. President
(2) Sri/Smt. Manager
(3) Sri/Smt. Manager
(4) Sri/Smt. Manager
and so on

Yours faithfully
Signature of the President

Date :
CHAPTER – B
UDITA HOME OWNERS ASSOCIATION

RULES & PROCEDURE

1. Right of Entry into Complex Restricted: No one except the Owners of the Apartment, their family members, guests or persons authorized by them shall have any right to enter inside the complex at any time of the day & night.

2. Entry of Employees employed by owners: - Any employee be it domestic servant, drivers or any one shall not be allowed to enter the complex provided said employee is authorized by the owner and carry an entry pass granted by Estate Manager office allotted to such employees at the request of the owner.

3. Parking of Car: Parking of such cars which carries’ a sticker granted by Estate Manager shall be allowed to park their cars at the allotted space. Parking of car randomly at any odd place will not be permitted. Any car which does not have any sticker will not be allowed entry into the complex.

4. Visitors Car Parking Area: Visitors car parking area are provided and marked. Visitors of owners can park their car at such marked area. No other car will be allowed. Unauthorised cars will be removed by the security guards.

5. Garbage: we have facility where our man collects the garbage daily from the flats. Some time owners are found keeping the garbage outside their flats are stored outside their respective flats, these will not be allowed and strict fines to the tune of Rs. 500/- per offence may be imposed.

6. Pet Dogs: Owners are allowed to keep pet dogs inside their flat. Loitering outside flat area no matter with owners and/ or their servants are totally prohibited. These dogs spoil the sanity of complex by their droppings. Any default on this count will be taken seriously and steep fine can be imposed on the owners. Repeated defaults will attract
stiffer penalty and even such pet dog will be driven out of the complex.

7. Late Payment of Bills: we used to charge delay payment charges on our regular bills if these are not paid in time. In case it is found that a owner has failed to pay two consequetive bill, his case will be dealt as defaulter and proper action will be taken as provided under the bye-laws.

8. Grievances: Members can raise grievances of any nature whatsoever at any material time, but said grievances will not be considered for redressal until the owner clears all his outstanding bills.

9. Central Greens: The area under central green will not be allowed for any sports activity which destroys the greenery until written permission is granted by the board.

10. Arbitration: Any dispute be it of any nature between the board and its members and/or residents shall be first referred to joint arbitration of Mr Kamal Kumar Mittra of Prothoma Tower ans Sm. Uma Dasgupta of Tritiya Tower and their verdict shall be final and binding on all the parties.

11. Effect: These rules and procedures has been made effective with immediate effect.