

MEMORANDUM OF ASSOCIATION

THE MAYFLOWER OWNER'S ASSOCIATION
72, P & T Colony, Gunrock Enclave, Secunderabad.

NAME OF THE ASSOCIATION: "The Mayflower Owners Association".

LOCATION:

The Registered office of the Association shall be at 5-4-187/3 & 4, III Floor, Soham Mansion, M. G. Road, Secunderabad.

AIMS AND OBJECTS OF THE ASSOCIATION:

The aims and objects of the Association shall be to manage and protect the common services and amenities of the commercial complex known as the The Mayflower, situated at 72, P & T Colony, Gunrock Enclave, Secunderabad, and to provide amenities to its members, maintain harmonious relations between them and to look after the maintenance of the services of the buildings, which are more particularly stated hereunder:

1. Regulation and supplying water for general use and drinking.
2. Maintenance of drainage, sewerage systems, overheads tanks, sumps etc.
3. Security arrangements including watch and ward.
4. Maintenance and cleaning of common areas including staircase, passages, parking space and open areas.
5. Maintenance and operation of lifts.
6. Maintenance of electrical fitting and fixtures of common use on all floors of the buildings.
7. Colouring and whitewashing of the common areas and external elevation.
8. Regular repairs and maintenance of common areas of the buildings.
9. Maintenance of generators, pump sets, and other such common facilities.
10. To endeavor to do all that is feasible for the safety, security and comforts of the occupants/owners.
11. To do all things necessary and expedient for the accomplishment of the aforesaid objectives.

CERTIFIED that the Association is formed with no profit motive and no commercial activity is involved in its working.

CERTIFIED that the office bearers of the Association shall not be paid any remuneration or honorarium of any kind from the funds of the Association.

CERTIFIED that the Association would not engage itself in agitational activities to ventilate grievances.

BYE LAWS OF
THE MAYFLOWER OWNER'S ASSOCIATION

1. NAME OF THE ASSOCIATION

The association shall be called as The Mayflower Owners Association.

2. LOCATION

The Registered Office of the association shall be at 5-4-187/3 & 4, III Floor, The Mayflower, M. G. Road, Secunderabad.

3. DEFINITIONS:

In these Bye Laws unless the context required otherwise:

- (a) "Association" means the Association of all the owners of the office/showrooms in The Mayflower.
- (b) "Committee" means an executive committee
- (c) "Buildings" means the commercial complex known as the The Mayflower situated 72, P & T Colony, Gunrock, Secunderabad.
- (d) "Office" means one unit/office/showroom/premises.
- (e) "Owner" means the person who owns one or more units/showrooms/offices by way of a registered sale deed or sale agreement.
- (f) "Occupants" means the person occupying an office(s) in the building either as a tenant/sub-tenant/lessee/licensee or in any other mode of occupancy.
- (g) "Area" means the area of each office/showroom in square feet (sft) as specified in the ownership documents. However, Area shall exclude the parking area.
- (h) "Section" means a section of the Act.
- (i) "Registrar" means the Registrar of Co-operative Societies.
- (j) "Majority of Members" means those members' holding 51 percent of votes.
- (k) "Year" means a period of twelve months from April to March.

Words and expressions used in these Bye Laws, but not defined herein shall have the meaning respectively assigned to them in the Act.

4. JURISDICTION

The provisions of this bye laws shall apply to all occupants/owners of the office in the buildings.

All present or future occupants/owners that might use the facilities of the building in any manner are subject to regulations setforth this bye laws.

The mere acquisition or taking on rent or license or by any other mode by any person of the office in the buildings or mere act of occupancy of any or part of the building will signify that these bye laws are accepted and shall be complied by such person(s).

5. MEMBERS OF ASSOCIATION

- a) MEMBERSHIP: All Owners of the offices in the Buildings shall be eligible automatically and will be a member of the association and shall pay a sum of Rs. 50/- as non-refundable entrance fees. Each such member shall receive a copy of the bye laws on payment of such entrance fees.
- b) The membership shall be transferred to the legal heirs of the owner automatically. However, any transferee, other than family members of the owner, shall become member on furnishing a copy of the conveyance and payment of a transfer fee of Rs. 100/- to the Association. The transfer fee shall form part of the corpus fund of the Association.
- c) Where an office is owned by two or more persons, they shall be jointly entitled to such ownership, but the person whose name stands first in the relevant agreement/deed for ownership shall be eligible for membership and he/she shall alone have the right to vote.
- d) Each office in the building can have only one member.
- e) A member shall cease to be a member when he ceases to be an owner. He should, however pay all the outstanding amounts due to the Association. In case of non payment, the liability shall automatically be transferred to the new-owner notwithstanding any agreement between the old owner and the new owner.
- f) Occupant of the office(s) other than an owner is not eligible to be a member of the Association.

6. DISQUALIFICATION OF A MEMBER:

No member shall be entitled to vote on the question of election of the members of the Executive Committee or be entitled to stand for election to such office if he is in arrears of any sum due from him in respect Maintenance Charges for more than 30 days preceding the date of such election.

John Mad x *A. Anand*

7. MAINTENANCE CHARGES:

Each occupant/owner shall pay maintenance charges every month as follows:

1 st and 2 nd floors	:	Rs. 0.50 per sft.
Ground floor	:	Rs. 0.50 per sft.
Basement	:	Rs. 0.50 per sft.

There will no maintenance charges for the parking areas. Maintenance charges will be payable in advance on or before 10th of each month. The maintenance charges are subject to change depending on the needs of the Association from time to time.

8. DEFAULT IN PAYMENT OF MAINTENANCE CHARGES

A member who is in default of regular payment of his dues shall be liable to face the action taken by the Executive Committee and such action taken against the said defaulter shall be adhered to without any objection. Such action may also include stopping or regulating any services to the occupant like water, electricity, lift, entry of vehicles etc.

9. CONSTITUTION OF EXECUTIVE COMMITTEE

The Executive Committee shall consist of a maximum of five members. The member shall be elected at the general body meeting of the association by secret ballot.

The Executive Committee shall, in turn, elect a president, secretary, and a treasurer from among themselves.

The elected Executive Committee shall be at liberty, to co-opt upto two members on the committee to help better and smooth working of the building activities.

The members forming the association shall be the first members of the Executive Committee and shall hold office till the election of the new committee.

The functions of the Executive Committee shall be as mentioned below.

- a) **PRESIDENT** The president shall preside over all the general meetings and meetings of the Executive Committee and shall be its executive head. It shall be his duty to keep overall supervision of the functioning and administration of the Executive Committee. In case of a tie in a meeting of the Executive Committee meeting or of the general body, he shall have a casting vote.
- b) **SECRETARY:** The secretary shall be in charge of carrying out the day to day functions of the association and its administration and assist the Executive Committee in implementing its resolutions and policies.
- c) **TREASURER:** The treasurer shall be in charge of maintaining the accounts, cash and bank balances and keep supervision over the income and expenditure of the association with the coordination of the President and Secretary and other Executive Committee Members.
- d) **OTHER MEMBERS OF EXECUTIVE COMMITTEE:** The other members of the executive committee shall assist the office bearers in discharging the functions of the association and perform their duties as entrusted to them from time to time.

10. TERM OF EXECUTIVE COMMITTEE

The term of office of the Executive Committee shall be for a period of one year. All the members of the Committee shall be liable to retire on completion of their term of office. Being eligible and willing to be re-appointed, any or all of the members may be re-nominated for election for another term. The committee shall hold office until their successors have been elected and hold their first meeting. The election should be normally completed during the last month of the term, but not later than (15) days of the completion of the term.

11. VACANCY IN EXECUTIVE COMMITTEE

In case of any vacancy in the office bearers on account of death, resignation, removal or otherwise of any office bearer, the Executive Committee shall fill it up by electing another member as office bearer.



In case of a vacancy in the office of other Executive Committee members, the Executive Committee shall be empowered to fill it up till the time of next election by co-opting another member.

The Executive Committee shall be empowered to appoint such staff as may be necessary to carry out the functions of the association on such remuneration as may be fixed by it.

12. ELECTIONS

The general body shall conduct the elections to the Executive Committee annually by secret ballot. The first elections shall be announced and conducted by the ad hoc committee appointed by the present association.

13. VOTING RIGHTS

All members of the association shall be entitled to attend and participate in the discussions and vote in all general meetings, subject to clause 6 above.

Only these members who are owners of offices in the buildings at The Mayflower shall be entitled to vote at general meetings. Owners of parking space, garages, etc shall have no separate voting rights.

All owners shall carry votes in proportion to the areas owned by them. Each member shall have a weighted vote equivalent to one vote for every 100 sft. of area occupied by him subject to a minimum a one vote atleast for each member. Each fraction of space of 100 sft. shall be ignored to arrive at the number of votes each member is entitled to.

Members who are tenants, licensees, lessees etc. but are not owners shall not be entitled to vote at any meeting.

No member shall be eligible to vote unless he is not in default of dues to the Association for more than one month.

14. PROXIES

- a) Any member of the Association entitled to attend and vote at a meeting of the Association shall be entitled to appoint another person (whether a member or not) as his proxy to attend and vote instead of himself; but a proxy so appointed shall not have any right to speak at the meeting. A member shall not be entitled to appoint more than one proxy to attend at the same occasion.
- b) The instrument appointing a proxy shall be in writing and be signed by the appointer.
- c) The proxy is to be deposited with the Association or any other person authorised by the Association before 48 hours of the meeting.
- d) A proxy deposited before the original meeting can be used at the adjourned meeting.
- e) A person can be appointed as proxy only for one member.

15. ACCOUNTS

The Executive Committee through its treasurer and person-in-charge of its office shall maintain true and correct accounts as may be prescribed and required from time to time and have the same audited at the end of every financial year. The said audited accounts shall be presented to its members at every annual general meeting for its due approval.

16. APPOINTMENT OF AUDITORS

The General Body in its annual general meeting shall appoint auditors for each year, and shall get the accounts audited. The General Body shall also fix the remuneration of the auditors.

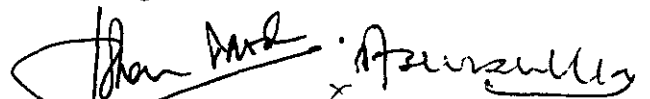
17. MEETINGS OF THE EXECUTIVE COMMITTEE

The Executive Committee shall meet at least once in every three months or as often as may be necessary in the office of the Association or any other places suitable to all.

18. MEETINGS OF THE GENERAL BODY

The annual general meeting of the general body comprising of all the members shall be held once in a year in the month of March. However, only owner-member shall have the voting right at the meeting.

Atleast 20% of the members may ask the Executive Committee to call for an extra-ordinary general meeting at any time by giving fifteen days notice in writing to the board. In such a case, the executive committed shall be obliged to call for such meeting.



19. THE FUNDS OF THE ASSOCIATION

- (a) The funds shall be spent only to the attainment of the objects of the association and no portion thereof shall be paid or transferred directly or indirectly to any of the members through any means.
- (b) Funds for the Association shall be raised in one or more of the following ways:
 - (i) By way of Registration Fee from members, as provided in Clause 5 above.
 - (ii) By way of Transfer Fee from the Transferees, other than family members, as provided in Clause 5 above.
 - (iii) By way of fine as may be imposed by the Executive Committee.
 - (iv) Towards maintenance charges as provided in Clause 7 above.
 - (v) By any other mode as may be decided by the President/Secretary.

20. OPERATION OF FUND OF THE ASSOCIATION

The Treasurer shall deposit all the sums (funds) of the association in any bank by opening an account or accounts for the purpose as the Executive Committee may approve. All expenditures incurred from time to time shall be brought to the notice of the Executive Committee by the treasurer and the Secretary in the subsequent meetings of the Executive Committee. The Bank accounts so opened shall be operated either by the President or the Secretary.

The Executive Committee may invest or deposit its funds:

- a) In any Nationalised Bank, Central Co-Operative Bank or the State Co-Operative Bank and/or
- b) In any of the securities specified in Section 20 of Indian Trusts Act.

21. QUORUM

- a) The presence of members representing 20% of votes shall be the quorum for the General Body Meeting. If within half an hour from the time appointed for holding a General Body Meeting, a quorum is not present the meeting shall stand adjourned to the same day in the next week, at the same time and place as to such other day and at such other time and place as the Executive Committee may determine. If at the adjourned meeting also, a quorum is not present within half an hour from the time appointed for holding the meeting, the members present shall be a quorum.
- b) The quorum for a meeting of Executive Committee shall be 1/3rd of its total strength (any fraction contained in that one thirds being rounded off as one). If a meeting of Executive Committee should not be held for want of quorum, thus the meeting shall automatically stand adjourned till the same day in the next week at the same time and place.

22. NOTICES

All notices relating to meetings, proceedings or of any other nature shall be served by circulation either by post or by hand delivery to its members or by a display of the same on the notice board affixed for the purpose.

23. LEGAL PROCEEDINGS

The association shall be entitled to sue or to be sued in the name of "The Mayflower Owners Association" and shall be represented by its President or its Secretary.

24. POWERS OF RECOVERY

The association shall be entitled to institute legal proceedings for recovery of dues from its members or from third parties to it, apart from discontinuation of the basic amenities and services as mentioned above.

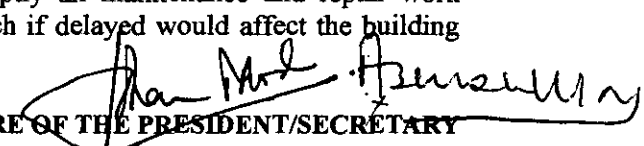
25. DECISION OF THE COMMITTEE

1. The decisions taken by the Executive Committee shall be binding on its members and no members shall be entitled to challenge the same in any Court of Law.
2. The decisions by the Executive Committee shall be taken by passing a resolution to the affect in any of its meeting or by circulation, and shall either be circulated to all the members in writing or displayed on the notice board of the office for seven clear days. The display on the notice board shall also be deemed to be circulated and intimated to the members.

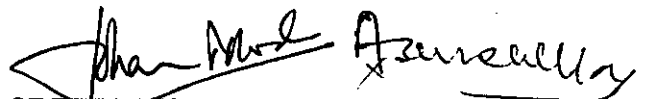
26. OBLIGATIONS OF THE MEMBERS/OCCUPANTS

i) Maintenance and repair:

- (a) Every occupant/owner shall undertake promptly all maintenance and repair work within his own unit at his/her own cost, which if delayed would affect the building entirely or in a part.



- (b) All the repairs of internal installations in the offices, such as water, electrical, gas, sewage, telephone line, air-conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the charge to the occupant/owner concerned, when attended to by the staff maintained by the Association.
 - (c) An occupant/owner shall reimburse the Association for any expenditure incurred in repairing or replacing in common area the facility damaged through his fault.
 - (d) Every occupant/owner shall promptly repair any leakage that may arise from his office at his/her own cost.
- ii) Use of offices, internal changes etc:
 An occupant/owner shall not undertake the following activities in his office without previously notifying the Association in writing and obtaining permission in writing from the Association:
- (1) Structural modifications/alterations.
 - (2) Fixing grills in common areas.
- The Association shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modifications, alterations or installations.
- iii) Use of common areas etc: An occupant/owner shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators, other common areas and facilities of a similar nature in the building, both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.
- iv) Right of entry: An occupant/owner shall grant the right of entry to the staff or Executive Committee members of the Association into his office in case of emergency originating in or threatening his office, at reasonable hours of the day, irrespective of the occupant's presence or not.
- v) Other Obligations:
- 1) They shall not do or caused to be done any acts which interfere with the general elevation or the colour scheme or the appearance of the building or interfere or block the common passage, corridors staircases and common areas etc, or any part thereof .
 - 2) They shall not do or cause to be done any acts or any noise or cause air pollution, which would be a nuisance to any of the occupants of the office(s).
 - 3) They shall not throw any thrash or garbage or any waste material in the common passage or common areas or the utilities /facilities.
 - 4) Tenants or the occupants/owners shall not do or cause to be done any acts, which may be prohibited, by any Act or law for the time being in force.
 - 5) All units in the building shall be used for commercial purposes and no unit shall be used for any residential purpose. The general idea of the Association being that the building shall be used for commercial purposes only.
 - 6) They shall not let out the water used for cleaning or washing into the common areas or parking areas. The cars/vehicles shall be washed with water, only outside the premises.
 - 7) They shall not stock or store any kind of goods or material, which are explosive, combustible, obnoxious or other goods which are not permitted to be stored without the sanction of the competent authority under any Government law related thereto.
 - 8) They shall not do or suffer anything to be done in his office which may cause nuisance, annoyance or inconvenience to any of the members of the association or carry on practices, which may be repugnant to the safety, general decency or morals of the residents of the The Mayflower. The President/Secretary shall be competent either suo-moto or on complaint to take steps to stop all such practices mentioned above.
 - 9) They shall comply with the rules, conditions and restrictions placed by the Association from time to time for the accomplishment of the aims and objects of the Association. Failure to comply with any of these stipulations shall be a ground for act in by the President/Secretary to seek relief or recover damages, as deemed fit from the defaulting member/nominal member.
 - 10) They shall be bound by the bye-laws and resolutions that may be passed by the Association from time to time. All the residents of the building shall also be bound by the bye-laws and by such resolutions. All members shall impose these conditions on their transferees, tenants, licensees, etc.



11) In all the matters of dispute and differences of opinion between the member/occupants/tenants/subtenants of various units with respect to any matter touching or related to the user and the enjoyment of the units and the common facilities/utilities in the building the decision of the Executive Committee shall be final and binding on all the parties.

27. SEAL OF THE ASSOCIATION

The Association shall have a Common Seal which shall be in the custody of the Secretary and shall be used only under the authority of a resolution of the Executive Committee and every deed of instrument to which the seal is affixed shall be attested for and on behalf of the Association by two members of the Executive Committee, i.e., the Secretary and the President of the Executive Committee.

28. AMENDMENTS TO THE BYE LAWS

These Bye Laws may be amended by 2/3rds majority of the members attending the duly constituted meeting for such purpose and in the case of any amendment/alteration to the Objects of the Association it shall further be confirmed by 2/3rds of the members present in the Second Special meeting.

29. AGENDA OF THE MEETING

The agenda for discussion at the general body meetings shall be circulated at least fifteen days in advance to its members.

Notwithstanding anything contained in these bye-laws the association shall be governed and be bound by all laws and legislations, central or state, that may be passed affecting this type of Association in present or future.

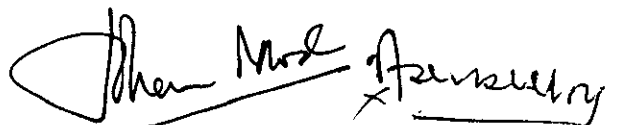
30. WINDING UP

In case the association has to be wound up, the property and funds of the association that remain on discharging after discharging the liabilities shall be transferred or paid to some other institution with similar aims and objects or which works for any public purpose.

31. EXCLUSION CLAUSE:

The Association or its members shall not be entitled under these bye-laws to regulate the following:

- i) The ownership rights for the terrace, vacant areas, passages, lobbies, bathrooms, parking spaces (covered and uncovered), which are have not been specifically assigned to any member of the Association or to the Association itself.



DECLARATION

We, the undersigned have formed into an Association and hereby declare that we will be responsible to run the affairs of the Association and are desirous of getting the Association registered under public societies Registration Act, 1350 F.

Name in block letters	Age	Designation of their local standing in the society	Occupation	Residential Address	Signature
1. ASHISH MODI S/o. Sri Pramod Modi	36	President	Business	1-8-165, P. G. Road, Secunderabad-500 003	
2. SOHAM MODI S/o. Sri Satish Modi	33	Secretary	Business	Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad	
3. BASHIR BABU KHAN S/o. Sri M. Babu Khan	34	Treasurer	Business	5-4-94-97, M. G. Road, Secunderabad - 500 003	
4. D. B. RAO, S/o. Sri Venkateshwar Rao	54	Member	Business	Plot No. 548-A/9, Road No. 27, Jubilee Hills, Hyderabad - 033	
5. VIJAYASHREE W/o. Sri D. B. Rao	56	Member	Bank Employee	Plot No. 548-A/9, Road No. 27, Jubilee Hills, Hyderabad - 033	
6. SYED MEHDI S/o. Sri Syed Mahmood	42	Member	Business	1-5-16/2/1, Musheerabad, Hyderabad	
7. RAZIA BANO W/o. Sri Syed Mehdi	34	Member	Business	1-5-16/2/1, Musheerabad, Hyderabad	

WITNESSES:

Name in block letters	Age	Occupation	Address	Signature
K. Prabhakar Reddy S/o. Padma Reddy	28	Service	(2) S-4-187/34 M.G. Road Sec 10	
Mr. SETHAAR S/o. Ramchandrarao	25	Service	(2) S-4-187/34 M.G. Road Sec 10	

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CERTIFIED TO BE A CORRECT COPY

Name in block letters	Age	Designation of their local standing in the society	Occupation	Residential Address	Signature
1. ASHISH MODI S/o. Sri Pramod Modi	36	President	Business	1-8-165, P. G. Road, Secunderabad-500 003	
2. SOHAM MODI S/o. Sri Satish Modi	33	Secretary	Business	Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad	
3. BASHIR BABU KHAN S/o. Sri M. Babu Khan		Treasurer	Business	5-4-94-97, M. G. Road, Secunderabad - 500 003	
4. D. B. RAO, S/o. Sri Venkateshwar Rao	54	Member	Business	Plot No. 548-A/9, Road No. 27, Jubilee Hills, Hyderabad - 033	
5. VIJAYASHREE W/o. Sri D. B. Rao	56	Member	Bank Employee	Plot No. 548-A/9, Road No. 27, Jubilee Hills, Hyderabad - 033	
6. SYED MEHDI S/o. Sri Syed Mahmood	42	Member	Business	1-5-16/2/1, Musheerabad, Hyderabad	
7. RAZIA BANO W/o. Sri Syed Mehdi	34	Member	Business	1-5-16/2/1, Musheerabad, Hyderabad	

WITNESSES:

Name in block letters	Age	Occupation	Address	Signature
K. Padma Reddy K. Padma Reddy	28	Service	(5) 5-4-187 / 3, 4 m. G. Road, Sec 50	
M. SRIDHAR S/o. Ramchandraiah	25	Service	(5) 5-4-187 / 3, 4 m. G. Road, Sec 50	