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MEMORANDUM OF ASSOCIATION

MAYFLOWER PARK OWNER'S ASSOCIATION Sy. No. 174, Mallapur Village, R.R. Dist., Hyderabad - 500 076.

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

LOCATION

The Registered office of the Association shall be at Sy. No. 174, Mallapur Village, R R Dist., Hyderabad - 500 076.

1. 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 group of nine building in the group housing scheme known as the Mayflower Park 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:

- Regulation and supplying water for general use and drinking.
 Maintenance of drainage, sewerage systems, overheads tanks, sumps etc.
 Security arrangements including watch and ward.
- Maintenance and cleaning of common areas including staircase, passages, parking space and open areas.
- Maintenance and operation of lifts.

 Maintenance of electrical fitting and fixtures of common use on all floors of the 6. buildings.
- Maintenance of common amenities like swimming pool, gymnasium, gardens, jogging track, recreational room, basket ball court, childrens park, etc.
- Colouring and whitewashing of the common areas and external elevation.
 Regular repairs and maintenance of common areas of the buildings.

- 10. Maintenance of generators, pump sets, and other such common facilities.11. To endeavor to do all that is feasible for the safety, security and comforts of the occupants/owners.
- 12. To promote/encourage social activities like entertainment, sports, educational programs etc.
- 13. To do all things necessary and expedient for the accomplishment of the aforesaid

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

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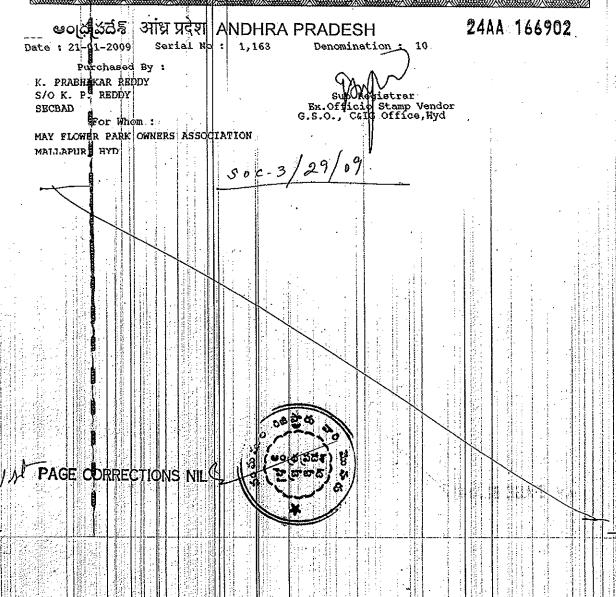
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2. SATISH MODI	57 Vice	Business	Plot No. 280,	<i>'</i>	
S/O MAHILAL.C. MODI	President		Road No. 25, Jubilee Hills, Hyderabad	Saltar	-Grode.
3. SOHAM MODI	31 General	Business	Plot No. 280,		
S/O SATISH MODI	Secretary		Road No. 25, Jubilee Hills, Hyderabad	the	Mod.
4. JAGDISH KANAIYA 5/0 · D.K. KANAZYA	42 Jt. Secrétary	Private Service	H-503, Mayflower Park, Mallapur,	Dona	namarija
70.			Hyderabad-76.		
5. KANAKARAO	42 Treasurer	Private Service	1-8-488, Chikkadapally, Hyderabad - 20	9	Market
WITNESSES:	O. F.				-: -
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4515/2001 1/2001 mayFlower Park owners Association Registration No. Serial No. of the Document Name of the Society memo Description of the document 3-7-2001 Date of Submission Date of Entry 3-7-2001 Sd/- xxxxxxxxxxxxxxxx Registrar of Societies O/o The C & IG of R & S, Hyderabad. //True Copy// 28 Total page corrections Ni Compared By: Reader Examiner Office of the Registrar of Societies, O/o The C & IG of R & S, Hyderabad. Dated the 29/Aday of





DOCUMENT NO

BYE LAWS OF MAYFLOWER PARK OWNER'S ASSOCIATION

1. NAME OF THE ASSOCIATION

The association shall be called as Mayflower Park Owners Association.

LOCATION

The Registered Office of the association shall be at Sy. No. 174, Mallapur Village, R R Dist. Hyderabad - 500 076.

3. DEFINATIONS In these Bye Laws unless the context required otherwise:

- (a) "Act" means the ANDHRA PRADESH APARTMENTS (PROMOTION OF CONSTRUCTION AND OWNERSHIP) ACT, 1987 (ACT No.29 OF 1987).
- (b) "Association" means the Association of all the owners of the flats in Mayflower

"Committee" means an executive committee.

- (d) "Buildings" means the nine blocks/buildings in the group housing scheme known as the Mayflower Park stuated at Sy. No. 174, Mallapur Village, R R Dist. Hyderabad -
- (e) "Flat" means one unit/apartment/premises/flat admeasuring less than 1500 sft. and having only one kitchen. Combined flats of less than 1500 sft with one kitchen shall constitute as one flat Combined flats of more than 1500 sft with one or more kitchens will constitute as one flat for every 1500 sft and part thereof.

(f) "Owner" means the person who owns one or more units/apartments/flats by way of a registered sale deed.

"Occupants" means the person occupying a flat(s) in the buildings either as a teriant/sub-tenant/lessee/licensee or in any other mode of occupancy.

(h) "Builder" means the company M/s. Modi Properties & Investments Pvt. Ltd., which is the owner, promoter and builder of the group housing scheme known as the Mayflower Park.

"Area" means the area of each flat in square feet (sft) as specified in the ownership documents. However, Area shall exclude the parking floors.
"Section" means a section of the Act.

(i) "Section" means a section of the Act.
(k) "Registrar" means the Registrar of Co-operative Societies.
(l) "Rules" means the rules framed under the Andhra Pradesh Apartments (Promotion of Construction and Ownership) Act, 1988 (Act No. 29 of 1987).
(m) "Majority of Members" means those members holding 51 percent of votes.
(n) "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 flat in the buildings.

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

The mere acquisition or taking on tent or license or by any other mode by any person of the flat in the buildings of 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 flats 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. 1,000/- (Rupees One Thousand Only) Association. The transfer fee shall form part of the corpus fund of the A

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- Where a flat 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 flat in the buildings can have only one member.
- 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.
- Occupant of the flat(s) other than an owner is not eligible to be a member of the Association.
- 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.

MAINTENANCE CHARGES:

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

Basic Maintenance charges for the maintenance of common amenities, common areas, lifts, generators, roads, etc	: Rs. 0.25 per sft of the area of each flat.
Common electricity charges for running of lifts, pumps, common lighting, generator, etc.	: As per monthly or by-monthly bills of all the building put together divided in proportion to the area of the flats. However, during the initial period common electricity charges will be charged @ Rs. 0.10 per sft.
Water charges for provision of water through municipal water connection, water tankers, etc.	: As per monthly or by-monthly bills of all the building put together divided in proportion to the area of the flats. However, during the initial period common water charges will be charged @ Rs. 0.10 per sft.
Contingency fund (for repairs and maintenance)	: Rs. 0.10 per sft of the area of each flat.

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 eighteen members. Each of the nine buildings shall be represented by atleast two members each and shall be elected at the general body meeting of the association by secret ballot. Till all the nine buildings are completed the Executive committee shall consists of two members each for the number of buildings completed.

The Executive Committee shall, in turn, elect a president, secretary, nine joint secretaries (one secretary representing each of the nine blocks) 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

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members forming the association shall be the first members of the Executive mmittee 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.

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.

JOINT SECRETARIES: The nine joint secretaries, each representing his/her block/building shall assist the secretary in all matters relating to the activities of the association and particularly the block he/she represents. One of the joint secretaries shall be nominated to act as the secretary in his/her absence and perform all the auties which the secretary is supposed to render.

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.

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 renominated 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 beard

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.

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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 flats in the buildings at Mayflower Park shall be entitled to vote at general meetings. Owners of parking space, garages, etc shall have no separate voting rights.

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Members who are tenants, licencees, 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.

 h) The instrument appointing a proxy shall be in writing and be signed by the
- The instrument appointing a proxy shall be in writing and be signed by the appointer.
- 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
- 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. 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 committee 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 mean
 - (b) Funds for the Association shall be raised in one or more of the following ways:
 - By way of Registration fee from members, as provided in Clause 5 above.

 By way of Transfer Fee from the Transferees, other than family members, as provided in Clause 5 above.

 By way of fine as may be imposed by the Executive Committee.

 Towards maintenance charges as provided in Clause 7 above. (ii)
 - (iii)
 - (iv) By any other mode as may be decided by the President/Secretary.
 - (c) The contingency fund shall be deposited in any of the securities specified in section 20 of the Indian Trusts Act., and is to be used only for major repairs/maintenance or for replacement of machinery, etc. However, the approval of more than atleast 2/3rds of the executive committee members shall be required for using the contingency fund.

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.O. 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 jointly by the Treasurer along with the President or Secretary.

The Executive Committee may invest or deposit its funds:

- In any Nationalised Bank, Central Co-Operative Bank or the State Co-Operative
- 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.

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

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 "Mayflower Park 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

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.

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 days. The display on the notice board of the office for seven clear intimated to the circulated and

26. OBLIGATIONS OF THE MEMBERS/OCCUPANTS

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 flats, 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

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(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 flat at his/her own cost.

ii) Use of flats, internal changes etc:

An occupant/owner shall not undertake the following activities in his flat without previously notifying the Association in writing and obtaining permission in writing from the Association:

(1) Structural modifications/alterations.

(2) Renovation of bathroom.

(3) Fixing grills in balconies or common areas.

(4) Fixing of grills shutters, collapsable gates, at the main entrance of the flat.

(5) Install clothes lines outside the balcony that may affect the elevation of the

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 flat in case of emergency originating in or threatening his flat, at reasonable hours of the day, irrespective of the occupant's presence or not.

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.

No member shall not put up any notice or sign board otherwise than in accordance with the specifications made by the Executive Committee in this

regard.

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 flat(s)

They shall not throw any thrash or garbage or any waste material in the common passage or common areas or the utilities /facilities

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.
All units in the building shall be used for residential purposes and no unit shall

be used for any commercial purpose including factory, workshops, offices, shops, schools tutorial classes, clinics, etc. The general idea of the Association being that the building shall be used for residential purposes only. 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

They shall not stock or store any kind of goods or material, which are explosive, combustible, obnoxious of other goods which are not permitted to be stored without

the sanction of the competent authority under any Government law related thereto.

They shall not do or suffer anything to be done in his flat which may cause nuisance, annovance 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 ayflower Park The President/Secretary shall be competent either anythous or on complaints takes tens to that all such practices mentioned above. suc-motu or on complaint to take steps to stop all such practices mentioned above.

the seconditions and restrictions placed by the 0) They shall comply with the Association from time (ith divof these stipulations shall be a ground for Association, Failur

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actin by the President/Secretary to seek relief or recover damages, as deemed fit from the defaulting member/nominal member.

11) They shall be bound by the bye-laws and resollutions 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.

12) The President/Secretary shall be entitled to regulate the visits of the hawkers, vendors, laundry, washing, maid servants, including the vegetable vendors, newspaper boys milk boys. In case of any unruly behavior or mis-conduct on the part of such persons, the President/Secretary shall intimate the same to the member/resident concerned, who shall co-operate with the President/Secretary in taking suitable action.

13) 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. COMPLIANCE

These Bye Laws are set forth to comply with the requirements of the Andhra Pradesh Apartments (Promotion of Construction and Ownership) Act, 1987. In case, any of these Bye Laws conflict with the provisions of the said Act, it is hereby agreed and accepted that the provisions of the Act will apply.

28. 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.

29. 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.

30. 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.

31. 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.

32. EXCLUSION CLAUSE:

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

- 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 by the builder and such ownership rights shall remain exclusively with the builder.
- ii) The builder shall have the right to construct any additional floors/buildings make additions and alterations to the existing floors and the Association shall not make any objection or interruption nor make any claims to the proposed constructions. That the Association shall not cause any obstruction or hindrance, to the builds and shall give reasonable access, permission

SIGNATURE OR THE PRESIDENT/SECRETARY

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assistance to the original owners or their nominated contractors or their agents, nominees etc., or body that may be set up by builder to construct, repair, examine, survey the complex or make such additions, alterations, etc., that may be necessary and such other acts and things that may be necessary. That the terrace and terrace rights, rights of further construction on, in and around the building, and of areas not specifically allotted to any person shall belong only to the builder and the Association shall not have any right, title or claim thereon. The builder shall have absolute rights to deal with the same in any manner he deems fit without any objection whatsoever from the Association.

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.

SIGNATURE OF THE PRESIDENT/SECRETARY.

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