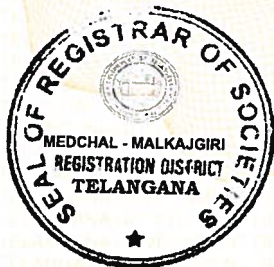


GOVERNMENT OF TELANGANA TMSAA 46937310
REGISTRATION AND STAMPS DEPARTMENT
THE REGISTRAR OF SOCIETIES
MEDCHAL - MALKAJGIRI

Certificate of Registration

(No : 983 of 2017)

I hereby certify that 'NILGIRI ESTATE OWNER'S ASSOCIATION' , Sy Nos 75,77,78,79,96,100/2/ Rampally/ Keesara/ Medchel/ Telangana/ India/ on this day registered under the Telangana Societies Registration Act., 2001



REGISTRAR OF SOCIETIES
MEDCHAL - MALKAJGIRI

MEDCHAL - MALKAJGIRI
 Date : 14/Jul/2017

Signature valid
 Digitally signed
 by A SAIDI
 REDI
 Date: 2017.07.14
 17:13:24 IST

ఎలక్ట్రానిక్ సేవలను అందించుటకు అధీకృత ప్రతినిధి ఇచ్చు ధృవీకరణ పత్రము

Declaration by the Authorized Agent for Delivering the Electronic Services

i. ర: కంప్యూటర్ ముద్రణా ప్రతిలోని సమాచారము అధీకృతమైన కంప్యూటర్ సిస్టమ్స్ నుండి నేను పొందిన అసలైన సమాచారానికి సరియైన సకలు అయి వున్నది.

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

ii. ర: కంప్యూటర్ ముద్రణా ప్రతిలోని సమాచారము నియోగింపబడిన అధీకృతమైన కంప్యూటర్ సిస్టమ్స్ నుండి ప్రముఖమైన పద్ధతిలో సేకరింపబడినది.

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

iii. ర: కంప్యూటర్ ముద్రణా ప్రతిలోని సమాచారము కంప్యూటర్ సిస్టమ్స్ లో ప్రముఖమైన పద్ధతిలో సమాచారం చేయబడినది.

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

iv. ర: కంప్యూటర్ ముద్రణా ప్రతిలోని సమాచార సేకరణ సమయంలో కంప్యూటర్ సిస్టమ్స్ సరిగ్గా పనిచేయుచున్నవి మరియు సవరు కంప్యూటర్ సిస్టమ్స్ లో ఉన్న ఎలక్ట్రానిక్ రికార్డుల యధార్థతను ప్రభావితం చేసే ఏదీకాని సందర్భాలు ఏర్పడలేదు.

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

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

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

సంతకము
Signature



SRIVEN NET DEN
SDP-SRND
Opp: Amberpet Police Station
TIRUMABANAGAR
AMBERPET Mandal
HYDERABAD-500013
TELANGANA

(Maintained Under Section 3 of Societies Registration Act, 2001)

1. Society Registration Number :	No : 983 of 2017
2. Name of the Society :	NILGIRI ESTATE OWNER'S ASSOCIATION
3. Society Category :	Other
4. Society Address :	Sy Nos 75,77,78,79,96,100/2/ Rampally/ Keesara/ Medchel/ Telangana/ India/

Member Details

S.No	Name of the office Bearers & S/O, W/O, D/O	Designation of their local standing in the Society	Occupation	Residential Address
1	ASHISH MODI MODI, S/O LATE PRAMOD MODI	PRESIDENT	BUSINESS	1-8-165/ / P G ROAD/ Secunderabad/ HYDERABAD/ Telangana/ India
2	SOHAM MODI MODI, S/O LATE SATISH MODI	SECRETARY	BUSINESS	PLOT NO 280/ ROAD NO 25/ JUBILEE HILLS/ Shaikpet/ HYDERABAD/ Telangana/ India
3	GAURANG MODY MODY, S/O JAYANTILAL MODY	TREASURER	BUSINESS	FLAT NO 105/ SAPHIRE APARTMENTS/ CHIKOTI GARDENS BEGUMPET/ Secunderabad/ HYDERABAD/ Telangana/ India
4	NIRAV MODI MODI, S/O LATE PRAMOD MODI	MEMBER	BUSINESS	23 HUDA ENCLAVE/ NEAR JOURNALIST COLONY/ JUBILEE HILLS/ Shaikpet/ HYDERABAD/ Telangana/ India
5	G KANAKA RAO G, S/O LATE G SUBBA RAO	MEMBER	SERVICE	SRT 243/ JAWAHAR NAGAR/ RTC X ROAD/ Musheerabad/ HYDERABAD/ Telangana/ India
6	K KRISHNA PRASAD K, S/O LATE K HANUMANTH RAO	MEMBER	SERVICE	F NO 108/ SAI TIRUMALA DELUXE HOMES/ TARNAKA/ Secunderabad/ HYDERABAD/ Telangana/ India

7	B ANAND KUMAR B, S/O B N RAMULU	MEMBER	BUSINESS	PLOT NO 869/ DEFENCE COLONY/ SAINIKPURI/ Secunderabad/ HYDERABAD/ Telangana/ India
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Document Details

Document Type	Document Name
Memorandum and Byelaw	memorandum.pdf
Lease Deed/Affidavit	affidavit.pdf
Self signed declaration	self.pdf



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New services

TSOnline

RECEIPT TA 9074383



- TS Open School Society Admission Fee Payment
- Dr. BRAOU Admissions and Examination Fee

Acknowledgement of Registration of Society (Under Section: 3)

1. CA/ICAA registration services:	15287375420170704
2. SBT/ICE Registration Fee	Registration of Society (Under Section: 3)
3. Payment Reference:	N/A
4. On/Off/Other Place/Text	Registration & Stamps Department
5. Estimated completion time (Total Working Days):	3
6. Applicant Name:	ASHISH MODI
7. Registration District:	MEDCHAL-MALKAJGIRI
8. Payment Reference No:	METS4792152
9. Payment amount:	545.0
10. Date of Submission:	Tue Jul 04 16:52:08 IST 2017

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Signature

MEMORANDUM OF ASSOCIATION

NILGIRI ESTATE OWNER'S ASSOCIATION

Office: Sy. Nos. 75, 77, 78, 79 & 96, 100/2

Rampally Village, Keesara Mandal, Ranga Reddy District (Medchal-Malkajgiri District New).

NAME OF THE ASSOCIATION: "Nilgiri Estate Owners Association".

LOCATION:

The Registered office of the Association shall be at: Office: Sy. Nos. 75, 77, 78, 79 & 96, 100/2 of Rampally Village, Keesara Mandal, Ranga Reddy, District (Medchal-Malkajgiri District New).

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 Villas in the group housing scheme known as the Nilgiri Estate situated at Rampally Village, Keesara Mandal, Ranga Reddy District 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, common overheads tanks, sumps etc.
3. Security arrangements including watch and ward.
4. Maintenance and cleaning of common areas including roads, parks, and other open areas.
5. Maintenance of electrical fitting and fixtures of common use in the layout(s) like electrical transformers, cables, distribution boards streetlights, etc.
6. Maintenance of common amenities like clubhouse, swimming pool, gymnasium, gardens, jogging track, recreational room, basket ball court, children's park, badminton courts, amphitheatre, library, banquet areas, etc.
7. Colouring and whitewashing of the common areas including roads, parks, clubhouse, etc.
8. Regular repairs and maintenance of common areas, roads, park, clubhouse etc.
9. Maintenance of generators, pump sets, and other such common facilities.
10. To ensure that overall elevation, colour, look of all the Villas, clubhouse, compound wall, pavements, other structures etc. are maintained as per a uniform standard and to preserve the original design / colour / overview of the layout.
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 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.

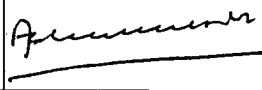
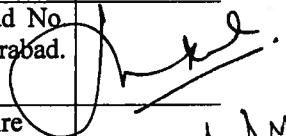

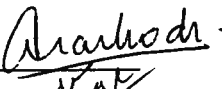


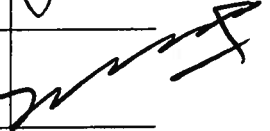






SIGNATURE OF THE PRESIDENT/SECRETARY

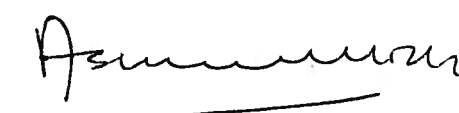
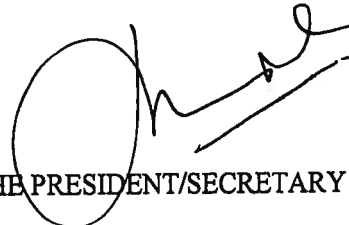
DECLARATION

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
Mr. Ashish Modi S/o. Late Pramod Modi	49	President	Business	1-8-165, P.G. Road, Secunderabad -003.	
Mr. Soham Modi S/o. Late Satish Modi	48	Secretary	Business	Plot No. 280, Road No Jubilee Hills, Hyderabad. 500 076.	
Mr. Gaurang Mody S/o. Jayantilal Mody	48	Treasurer	Business	Flat No. 105, Sapphire Apartments, Chikoti Gardrens, Begumpet, Hyderabad - 500016.	
Mr. Nirav Modi S/o. Late Pramod Modi	43	Member	Business	# 23, Huda Enclave, Near Journalist Colony, Jubilee Hills, Hyderabad - 500 033.	
Mr. G. Kanaka Rao S/o. Late G. Subba Rao	59	Member	Service	SRT -243, Jawahar Nagar, RTC-X' Road, Hyderabad-500 020	
Mr. K. Krishna Prasad S/o. Late K. Hanumanth Rao	52	Member	Service	F. No. 108, Sai Tirumala Deluxe Homes, Tarnaka, Hyderabad-500 015.	
Mr. B. Anand Kumar S/o. Mr. B. N. Ramulu	48	Member	Business	Plot No. 869, Defence Colony, Sainikpuri, Secunderabad - 500094	

WITNESSES:

Name in Block Letters & S/o. D/o. W/o.	Age	Occupation	Residential Address	Signature
K. PRABHAKAR REDDY 1. S/o. K.P. Reddy	42	SERVICE	2-3-64/10/24 Jaiswal colony Ambarpet, Hyderabad.	
2. CH. RAMESH S/O - LATE NARSING RAO	35	SERVICE	1-3-176/012 KAVADI GUDA HYDERABAD	



 SIGNATURE OF THE PRESIDENT/SECRETARY

BYE LAWS OF
NILGIRI ESTATE OWNER'S ASSOCIATION

1. NAME OF THE ASSOCIATION:

The association shall be called as Nilgiri Estate Owners Association.

2. LOCATION:

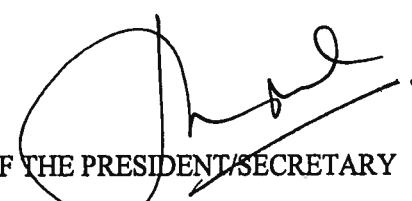
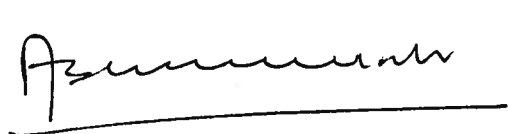
The Registered Office of the association shall be at site:

Survey Nos. 75, 77, 78, 79 & 96, 100/2 of Rampally Village, Keesara Mandal, Ranga Reddy District (Medchal-Malkajgiri District New).

3. DEFINITIONS: 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 Villas/ residential units in the project known as Nilgiri Estate situated at Sy. Nos. 75, 77, 78, 79 & 96, 100/2 of Rampally Village, Keesara Mandal, Ranga Reddy District.
- (c) "Committee" means an executive committee.
- (d) "Buildings" or "Villas" shall mean and include all buildings / Villas/ residential units in the residential layout scheme known as the Nilgiri Estate situated at Sy. Nos. 75, 77, 78, 79 & 96, 100/2 of Rampally Village, Keesara Mandal, Ranga Reddy District.
- (e) "Villa" means House or a residential unit in the project known as Nilgiri Estate situated at Rampally Village, Keesara Mandal, Ranga Reddy District.
- (f) "Project" or "Layout" shall mean include all buildings, structures, Villas, residential units and facilities of common use like roads, clubhouse, parks, etc.
- (g) "Facilities of Common Use" or "Common Amenities" shall mean and include all common facilities which are shared by all the Villas in the Project like clubhouse, swimming pool, gymnasium, library, recreation room, parks, badminton court, basketball court, children's play ground, roads, footpaths, transformers, generators, sumps, common overhead tanks, pumps, streetlights, distribution cables and distribution boards, drainage lines, septic tank, security kiosk, gates, etc. that are for the common use of all the occupants of the Project.
- (h) "Owner" means the person who owns one or more Villas by way of a registered sale deed.
- (i) "Occupants" means the person occupying a Villa(s) in the Layout / Project either as a tenant/sub-tenant/lessee/licensee or in any other mode of occupancy.
- (j) "Builder" means the company M/s. Nilgiri Estates, which is the owner, promoter and builder of the group housing scheme known as the Nilgiri Estate.
- (k) "Area" means the area of each Villa in square feet (sft) as specified in the ownership documents.
- (l) "Section" means a section of the Act.
- (m) "Registrar" means the Registrar of Co-operative Societies.
- (n) "Rules" means the rules framed under the Andhra Pradesh Apartments (Promotion of Construction and Ownership) Act, 1988 (Act No. 29 of 1987).
- (o) "Majority of Members" means those members holding 51 percent of votes.
- (p) "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.



SIGNATURE OF THE PRESIDENT/SECRETARY

4. JURISDICTION:

- a) The provisions of this bye laws shall apply to all occupants/owners of the Villa in the project.
- b) All present or future occupants/owners that might use the facilities of the layout in any manner are subject to regulations set forth this bye laws.
- c) The mere acquisition or taking on rent or license or by any other mode by any person of the Villa in the layout or mere act of occupancy of any or part of the layout 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 Villas in the layout 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. 5,000/- (Rupees Five Thousand Only) to the Association. The transfer fee shall form part of the corpus fund of the Association.
- c) Where a Villa 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 Villa in the buildings 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 Villa 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.

7. CORPUS FUND:

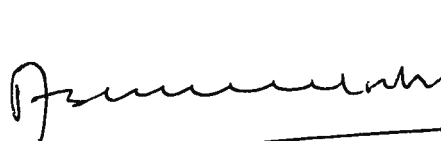
Each member / owner shall be required to pay corpus fund of Rs. 30,000/- for Villa at the time of taking possession of the Villa from the builder. The corpus fund shall be automatically transferred to the new member/ owner of the Villa at the time of transfer of membership.

8. MAINTENANCE CHARGES:

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

	Upto 31.03.2018	01.04.2018 to 31.03.2019	01.04.2019 to 31.03.2020	01.04.2020 to 31.03.2021
Single floor villa	Rs. 1500/- per month	Rs. 2700/- per month	Rs. 2900/- per month	Rs. 3100/- per month
Duplex villas	Rs. 2250/- per month	Rs. 2550/- per month	Rs. 2850/- per month	Rs. 3150/- per month

- b. 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.



SIGNATURE OF THE PRESIDENT/SECRETARY

9. **DEFAULT IN PAYMENT OF MAINTENANCE CHARGES:**

- (a) 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, entry of vehicles etc. The Executive Committee shall be at liberty to formulate a policy for levy of interest or penalty for default or delay in payment of maintenance charges. The Executive Committee may levy interest or penalty for default or delay in payment of monthly maintenance charges. However, such a policy shall be uniformly applicable to all Villas and may be periodically revised by the Executive Committee.

10. **CONSTITUTION OF EXECUTIVE COMMITTEE:**

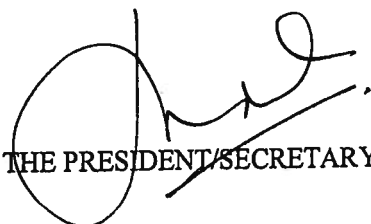
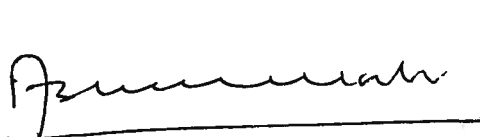
- a) The Executive Committee shall consist of a maximum of 7 members. They shall be elected at the general body meeting of the association by secret ballot. Till all the Villas are completed the Executive committee shall consists of one member for every 10 Villas completed.
- b) The Executive Committee shall, in turn, elect a president, secretary and a treasurer from among themselves.
- c) 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.
- d) 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 first such election shall be called for after completion of construction of the Project and sale of atleast 80% of villas in the project. However the Executive Committee shall be at liberty to call for the first elections at any other time it may deem fit and proper. The term of the founder Executive Committee shall continue till such time first elections are called for.
- e) 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 banks 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.

11. **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 (30) days of the completion of the term. However the term of the founding members/executive committee forming the Association shall be upto such time the first elections for the Executive Committee is called for.

12. **VACANCY IN EXECUTIVE COMMITTEE:**

- a. 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.



SIGNATURE OF THE PRESIDENT/SECRETARY

- b. 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.
- c. 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.

13. 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 adhoc committee appointed by the present association.

14. VOTING RIGHTS:

- a. 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.
- b. Only these members who are owners of Villas in the layout at Nilgiri Estate shall be entitled to vote at general meetings. Owners of parking space, garages, etc shall have no separate voting rights.
- c. All owner members shall have one vote for each Villa owned by them.
- d. Members who are tenants, licensees, lessees etc. but are not owners shall not be entitled to vote at any meeting.
- e. No member shall be eligible to vote unless he is not in default of dues to the Association for more than one month.

15. 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.

16. 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.

17. 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.


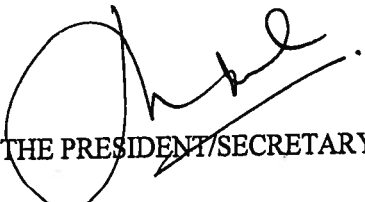
18. MEETINGS OF THE EXECUTIVE COMMITTEE:

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

19. 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 30% 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.



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20. THE FUNDS OF THE ASSOCIATION:

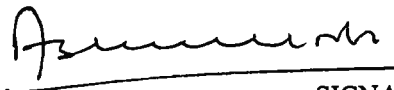
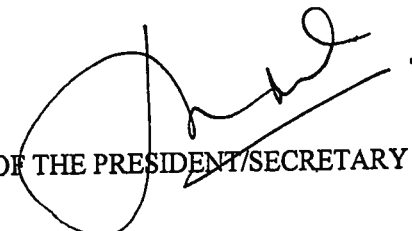
- a. The funds shall be spent only to the attainment of the objects of the association and no portion thereof shall be paid or transferred directly or indirectly to any of the members through any means.
- b. Funds for the Association shall be raised in one or more of the following ways:
 - (i) By way 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.
 - (vi) By Corpus fund to the members.
- 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.
- d. Corpus 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 corpus fund.

21. OPERATION OF FUND OF THE ASSOCIATION:

- a. 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.
- b. The Executive Committee may invest or deposit its funds:
 - (i) In any approved Bank,
 - (ii) In any of the securities specified in Section 20 of Indian Trusts Act.
- c. No Executive member or authorized representative of the Association or an employee of the Association shall be entitled to collect Funds of the Association including monthly maintenance charges by way of cash. Funds of the Association must be collected by cheque, payorder, wire transfer and electronic transfer. Appropriate receipt should be issued for the same. However, members shall be entitled to deposit cash for payment of monthly maintenance charges directly in the bank account of the Association and obtain receipt for payment after producing proof of deposit to the Association.
- d. The Treasurer or other Executive Committee Members shall not be authorized to withdraw more than Rs. 20,000/- per day by way of cash from the bank account of the Association. Any withdrawal of more than Rs. 20,000/- on any day shall require a resolution passed by the Executive Committee and duly signed by the President, Secretary and Treasurer for each such withdrawal, duly recording the intended use of the cash being withdrawn.

22. QUORUM:

- a. The presence of members representing 30% 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.

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23. 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.

24. LEGAL PROCEEDINGS:

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

25. 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.

26. DECISION OF THE COMMITTEE:

- a. 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.
- b. 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.

27. INCREASE / DECREASE IN MONTHLY MAINTENANCE CHARGES

- a. The Executive Committee shall be authorized to increase / decrease monthly maintenance charges from time to time by passing an appropriate resolution. Such a resolution shall be signed by atleast 6 members of the Executive Committee. A general body meeting shall not be required for increase / decrease in monthly maintenance charges and the executive committee shall be fully authorized to do so as given above. The monthly maintenance charges shall be increased / decreased only in proportion to the existing monthly maintenance charges for different types of villas i.e. the monthly maintenance charges shall be increased/ decreased by the same percentage from the existing monthly maintenance charges for all types of villas.

28. 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 other Villas / common amenities entirely or in a part.
- b. All the repairs of internal installations in the Villas, 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 Villa at his/her own cost.

(ii) Use of Villa, internal changes etc:

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

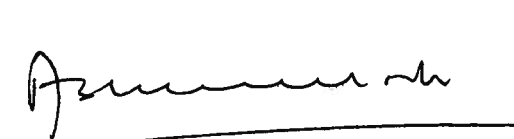
- a. Structural modifications/alterations.
- b. Renovation of bathroom.
- c. Fixing grills in balconies or common areas.
- d. Fixing of grills, shutters, collapsable gates, at the main entrance of the Villa.
- e. Install clothes lines outside the balcony that may affect the elevation of the building.
- f. Make any changes to the Villa that may in any way effect its overall elevation, look, colour, landscaping, gates etc.
- g. Change the external colour or appearance of the building including colour of doors / windows, gates, grills etc.



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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 on the roads and other common areas and facilities of a similar nature in the layout, 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 Villa in case of emergency originating in or threatening his Villa, at reasonable hours of the day, irrespective of the occupant's presence or not.
- (v) Declaration by the member about tenant/ lessees/ license / other occupier: Members and owner of each Villa shall be required to make a declaration to the Owners Association with details of occupier, in case, the Villa is not occupied by the Member. Such a declaration shall be made atleast 7 days before the proposed date of occupation by a non-member like tenant / lessees/ license/ other occupier. The Association shall have a right to object to the occupation of the Villas by the tenant/ lessees/ license / other occupier, in case, such an occupier is violating the bye laws of the Association. The Association will intimate its objection to such an occupier within 7 days of receiving the details of the occupier. No tenant/ lessees/ license / other occupier shall occupy a Villa without making an advance declaration. Members shall be required to make a declaration about other occupiers as per prescribed format which shall include details like name, address, no. of occupants, photographs, business, etc., of the occupier.
- (vi) 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 Villa or interfere or block the common passage, corridors staircases and common areas etc, or any part thereof .
 2. 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 .
 3. 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 Villa(s).
 4. They shall not throw any trash or garbage or any waste material in the common passage or common areas or the utilities /facilities.
 5. 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.
 6. 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 Villa shall be used for residential purposes only.
 7. They shall not let out the water used for cleaning or washing into the common areas or roads. The cars/vehicles shall be washed with water within the Villa.
 8. 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.
 9. They shall not do or suffer anything to be done in their Villa 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 Nilgiri Estate Villas. The President/Secretary shall be competent either suo-moto or on complaint to take steps to stop all such practices mentioned above.
 10. 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 action by the President/Secretary to seek relief or recover damages, as deemed fit from the defaulting member/nominal member.



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11. 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 Villas 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 layout the decision of the Executive Committee shall be final and binding on all the parties.

29. 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.

30. 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.

31. 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.

32. 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.

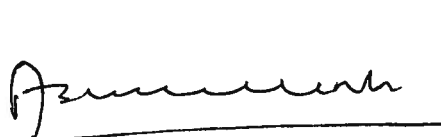
33. WINDING UP:

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.

34. EXCLUSION CLAUSE:

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

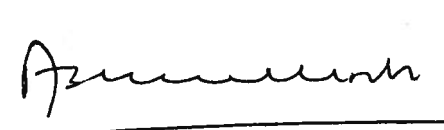
- (i) The ownership rights for the clubhouse and other buildings erected for common amenities, shops along with land allotted for common amenities and other vacant areas, and other common amenities / areas, which are have not been specifically assigned to any member of the Association or to the Association itself by the builder and such ownership rights shall remain exclusively with the Builder.



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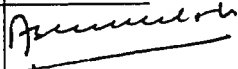
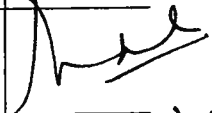
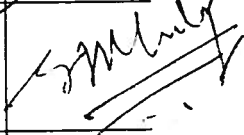
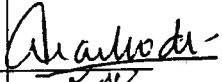


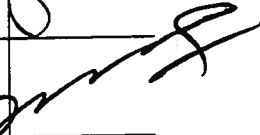
- (ii) The Builder shall have the right to construct any additional building / Villas, to make additions and alterations to the existing buildings / Villas and the Association shall not make any objection or interruption nor make any claims to the proposed constructions. That the Association shall not cause any obstruction or hindrance, to the builder and shall give reasonable access, permission 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 land allotted for common amenities, other vacant lands along with buildings / structures thereon, rights of further construction on, in and around the layout 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.
- (iii) The Builder shall have a right to erect equipment, towers, satellite dish, mobile phone equipment, prefabricated rooms or other such structures that may be required for installation of communication equipment like television receivers and transmitters, dish TV receivers and transmitters, mobile phone / wireless phone / other phone transmitters and receivers, Wi-Fi / Wi-MAX / similar communication technologies that are required for providing dial-up / broadband or such other internet transmission and reception facilities. The builder shall be absolutely entitled to collect premium, rent, license fee, deposits, periodic revenue or such other fees, levies and charges from providers / users of such communication equipment in its own name or in the name of its nominees / assignees/ associates. The builder shall have the right to install such communication equipment on the terrace floor or any other area not specifically sold or assigned by the builder to the owners of Nilgiri Estate. The owners / members/Association shall not be entitled to raise any objections on this count.
- (iv) That the rights to construct in and around the site/villas/buildings/project and ownership of areas not specifically sold or 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 it deems fit without any objection whatsoever from the Association. The Association shall permit the Builder to make constructions, additions and alterations, repairs, develop land, etc in and around Nilgiri Estate by providing reasonable access and not causing any hindrance to the said activity of the Builder.

35. The term his shall mean and include whenever context requires his/her/them/they/ their and the like.

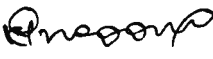



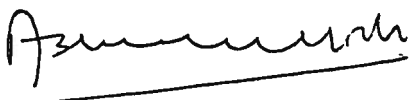
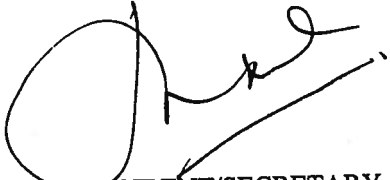
SIGNATURE OF THE PRESIDENT/SECRETARY

CERTIFIED TO BE A CORRECT COPY:

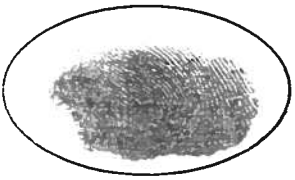













Name in block letters	Age	Designation of their local standing in the society	Occupation:	Residential Address	Signature
Mr. Ashish Modi S/o. Late Pramod Modi	49	President	Business	1-8-165, P.G. Road, Secunderabad -003.	
Mr. Soham Modi S/o. Late Satish Modi	48	Secretary	Business	Plot No. 280, Road No. Jubilee Hills, Hyderabad. 500 076.	
Mr. Gaurang Mody S/o. Jayantilal Mody	48	Treasurer	Business	Flat No. 105, Sapphire Apartments, Chikoti Gardrens, Begumpet, Hyderabad - 500016.	
Mr. Nirav Modi S/o. Late Pramod Modi	43	Member	Business	# 23, Huda Enclave, Near Journalist Colony, Jubilee Hills, Hyderabad - 500 033.	
Mr. G. Kanaka Rao S/o. Late G. Subba Rao	59	Member	Service	SRT -243, Jawahar Nagar, RTC-X' Road, Hyderabad-500 020	
Mr. K. Krishna Prasad S/o. Late K. Hanumanth Rao	52	Member	Service	F. No. 108, Sai Tirumala Deluxe Homes, Tarnaka, Hyderabad-500 015.	
Mr. B. Anand Kumar S/o. Mr. B. N. Ramulu	48	Member	Business	Plot No. 869, Defence Colony, Sainikpuri, Secunderabad - 500094	

WITNESSES:

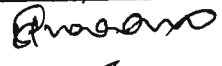
Name in Block Letters & S/o. D/o. W/o.	Age	Occupation	Residential Address	Signature
1. K. Prabhakar Reddy S/o. K.P Reddy	42	Service	2-3-64/11/24 Jaiswal colony Amberpet, Hnd.	
2. CH. RAMESH S/o. LATE NARSING Rao	35	Service	1-3-176/0/2 Kavadi guda, Hyderabad	



SIGNATURE OF THE PRESIDENT/SECRETARY

**PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF
REGISTRATION ACT, 1908.**

SL.NO.	FINGER PRINT IN BLACK (LEFT THUMB)	PHOTOGRAPH	NAME & PERMANENT POSTAL ADDRESS OF PRESENTANT / SELLER / BUYER
			1. MR. ASHISH MODI S/O. LATE PRAMOD MODI R/O. 1-8-165 P.G. ROAD SECUNDERABAD -003.
			2. MR. SOHAM MODI S/O. LATE SATISH MODI R/O. PLOT NO. 280 ROAD NO. 25 JUBILEE HILLS HYDERABAD- 500 076.
			3. MR. GAURANG MODY S/O. JAYANTILAL MODY R/O. FLAT NO. 105, SAPHIRE APARTMENTS CHIKOTI GARDRENS, BEGUMPET HYDERABAD - 500016.
			4. MR. NIRAV MODI S/O. LATE PRAMOD MODI R/O. # 23, HUDA ENCLAVE NEAR JOURNALIST COLONY JUBILEE HILLS HYDERABAD - 500 033.
			5. MR. G. KANAKA RAO S/O. LATE G. SUBBA RAO SRT -243, JAWAHAR NAGAR RTC-X' ROAD HYDERABAD-500 020
			6. MR. K. KRISHNA PRASAD S/O. LATE K. HANUMANTH RAO R/O. F. NO. 108 SAI TIRUMALA DELUXE HOMES TARNAKA HYDERABAD-500 015.
			7. MR. B. ANAND KUMAR S/O. MR. B. N. RAMULU R/O PLOT NO. 869 DEFENCE COLONY SAINIKPURI SECUNDERABAD - 500094

SIGNATURE OF WITNESSES:

1. 

2. 