

ఆంధ్రప్రదేశ్ ఆంధ్ర ప్రదేశ్ ANDHRA PRADESH

28AA 695081

Date : 03-06-2010 Serial No : 5,518

Denomination : 20

Purchased By :

K PRABHAKAR REDDY

E/O K P REDDY

R/O HYD

*S. R. O. Vallabnagar*

Sub Registrar

Ex.Officio Stamp Vendor

S.R.O. VALLABNAGAR

For Whom :

M/S MODI & MODI CONSTRUCTIONS

SEC-BAD

GOVERNMENT OF ANDHRA PRADESH  
REGISTRAR OF SOCIETIES

Reg. No. 594/10..C.C. No: 319 OF 2010



1<sup>st</sup> Page of 16 Pages no of corrections (nil) *[Signature]*

MEMORANDUM OF ASSOCIATION

594/2016  
23/4/16

NILGIRI HOMES OWNER'S ASSOCIATION  
Office: Sy. No. 128, 129, 132 - 136, Rampally,  
Keesara Mandal, Hyderabad - 501301.

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

LOCATION

The Registered office of the Association shall be at: Sy. No. 128, 129, 132 - 136, Rampally, Keesara Mandal, Hyderabad - 501301.

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/townhouses in the group housing scheme known as the Nilgiri Homes situated at Rampally, Keesara Mandal, Hyderabad 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 / town houses / row houses, 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*  
SIGNATURE OF THE PRESIDENT/SECRETARY

2nd page of 16 pages no. of corrections (nil)

## 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. NIRAV MODI<br>S/o. PRAMOD MODI        | 34  | President  | Business        | 5-3-372, R.P. Road, Secunderabad.  | <i>[Signature]</i> |
| 2. GAURANG MODY<br>S/o. JAYANTILAL MODY  | 38  | Secretary  | Business        | Flat No. 105, Sapphire Apartments, Chikoti Gardens; Begumpet, Hyderabad. | <i>[Signature]</i> |
| 3. SOHAM MODI<br>S/o. SATISH MODI        | 38  | Treasurer  | Business        | Plot No. 280; Road No. 25, Jubilee Hills, Hyderabad                      | <i>[Signature]</i> |
| 4. ASHISH MODI<br>S/o. PRAMOD MODI       | 40  | Member   | Business        | H. No. 1-8-165, Pendeghast road, Secunderabad.                           | <i>[Signature]</i> |
| 5. SHANKAR REDDY<br>S/o. SATTI REDDY     | 46  | Member   | Service         | Plot No. 26, H. No. 14-26, Shakti Sai Nagar, Mallapur.                   | <i>[Signature]</i> |
| 6. N. DESHMUKH<br>S/o. Veeranna Deshmukh | 32  | Member   | Service         | S-2-125/1, Tirumala Nagar, Mowli, Hyd.                                   | <i>[Signature]</i> |
| 7. KANAKA RAO<br>S/o. SUBBA RAO          | 50  | Member   | Private Service | 1-8-488, Chikadpally, Hyderabad - 500 020.                               | <i>[Signature]</i> |

### WITNESSES:

| Name in Block Letters & S/o. D/o. W/o.        | Age | Occupation | Residential Address                                   | Signature          |
|---|-----|------------|---|--------------------|
| 1. K. Prabhakar Reddy<br>S/o. K.P. REDDY      |     | SERVICE    | 2-3-64/10/24<br>JAISWAL COLONY,<br>AMBERPE, HYDERABAD | <i>[Signature]</i> |
| 2. Ch. Venkataramana Reddy<br>S/o. ANJI Reddy |     | SERVICE    | 11-13-194/11, Green Hills Colony<br>Sargornagar, Hyd. | <i>[Signature]</i> |



*[Signature]*  
SIGNATURE OF THE PRESIDENT/SECRETARY

**BYE LAWS OF  
NILGIRI HOMES OWNER'S ASSOCIATION**

**1. NAME OF THE ASSOCIATION**

The association shall be called as Nilgiri Homes Owners Association.

**2. LOCATION**

The Registered Office of the association shall be at:

Sy. No. 128, 129, 132 - 136, Rampally, Keesara Mandal, Hyderabad - 50130.

**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 / townhouses / residential units in Nilgiri Homes situated at Sy. No. 128, 129, 132 - 136, Rampally, Keesara Mandal, Hyderabad - 50130
- (c) "Committee" means an executive committee.
- (d) "Buildings" or "Villas" or "Town Houses" shall mean and include all buildings / villas / row houses / town houses/ residential units in the residential layout scheme known as the Nilgiri Homes situated at: Sy. No. 128, 129, 132 - 136, Rampally, Keesara Mandal, Hyderabad - 50130.
- (e) "Villa" means House or a residential unit on a land area of more than 150 sq yds and is not attached to another house /Villa/Town House on either side.
- (f) "Town House" or "Row House" or "Residential Unit" means House or residential unit on a land area of less than 150 sq yds and is attached to another house/row house/ town house atleast on one side.
- (g) "Project" or "Layout" shall mean include all buildings, structures, villas, row houses, town houses, residential units and facilities of common use like roads, clubhouse, parks, etc.
- (h) "Facilities of Common Use" or "Common Amenities" shall mean and include all common facilities which are shared by all the Villas /Town houses in the Project like clubhouse, swimming pool, gymnasium, library, recreation room, parks, badminton court, basketball court, tennis 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.
- (i) "Owner" means the person who owns one or more Villas/Town Houses by way of a registered sale deed.
- (j) "Occupants" means the person occupying a Villa(s)/Town house in the Layout / Project either as a tenant/sub-tenant/lessee/licensee or in any other mode of occupancy.
- (k) "Builder" means the company M/s. Modi & Modi Construction, which is the owner, promoter and builder of the group housing scheme known as the Nilgiri Homes.
- (l) "Area" means the area of each villa/town house in square feet (sft) as specified in the ownership documents.
- (m) "Section" means a section of the Act.
- (n) "Registrar" means the Registrar of Co-operative Societies.
- (o) "Rules" means the rules framed under the Andhra Pradesh Apartments.(Promotion of Construction and Ownership) Act, 1988 (Act No. 29 of 1987).
- (p) "Majority of Members" means those members holding 51 percent of votes.
- (q) "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<sup>th</sup> page of 16 pages no. to corrections (w/c) m

#### 4. JURISDICTION

- a) The provisions of this bye laws shall apply to all occupants/owners of the villa/town house 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/town house 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 / row houses 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 membership 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) to the Association. The transfer fee shall form part of the corpus fund of the Association.
- c) Where a villa/town house 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(s)/town house 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. 40,000/- or Rs. 60,000/- for town houses / villas respectively at the time of taking possession of the villa/town house from the builder. The corpus fund shall be automatically transferred to the new member/ owner of the villa / town house at the time of transfer of membership.

#### 8. MAINTENANCE CHARGES:

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

- For Town House: Rs. 1,200/- per month
- For Villas: Rs. 1,500/- per month

Maintenance charges will be payable in advance on or before 10<sup>th</sup> of each month. The maintenance charges are subject to change depending on the needs of the Association from time to time.

  
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9. 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, entry of vehicles etc.

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 / town houses are completed the Executive committee shall consists of one member every 10 villas / town houses 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.
- 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 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.

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 (15) days of the completion of the term.

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.

  
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- 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/ town houses in the layout at Nilgiri Homes 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 or town house owned by them.
- d. Members who are tenants, licencees, 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.

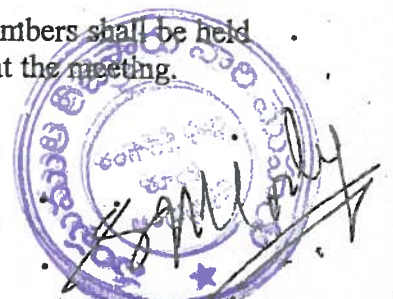
### 18. MEETINGS OF THE EXECUTIVE COMMITTEE

The Executive Committee shall meet at least once in every three 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.

*Aravind*  
SIGNATURE OF THE PRESIDENT/SECRETARY



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.

## 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

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:

- 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.

## 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 1/3<sup>rd</sup> 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.

  
SIGNATURE OF THE PRESIDENT/SECRETARY





### 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 Homes 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 effect 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. 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 / town houses / common amenities entirely or in a part.
- b. All the repairs of internal installations in the Villas / town houses, 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/town house at his/her own cost.

#### (ii) Use of Villas / town houses, internal changes etc:

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

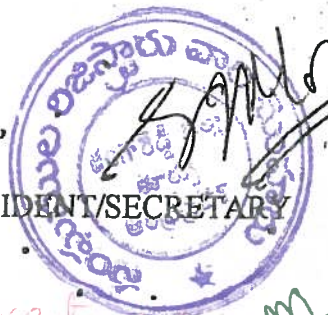
- a. Structural modifications/alterations.
- b. Renovation of bathroom.
- c. Fixing grills in balconies or common areas.
- d. Fixing of grills, shutters, collapsable gates, at the main entrance of the Villa / town house.
- e. Install clothes lines outside the balcony that may affect the elevation of the building.
- f. Make any changes to the villa / town house 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.

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.

  
SIGNATURE OF THE PRESIDENT/SECRETARY

- (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 / town house in case of emergency originating in or threatening his Villa / town house, 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/town house shall be required to make a declaration to the Owners Association with details of occupier, in case, the villa/town house 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 villa / town house 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/ town house 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 / town house 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 / town house(s).
  4. They shall not throw any thrash 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 / town house 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 / town house.
  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 his Villa / town house 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 Homes Villas / town houses. The President/Secretary shall be competent either suo-motu or on complaint to take steps to stop all such practices mentioned above.

A. Pralochan  
 SIGNATURE OF THE PRESIDENT/SECRETARY



10<sup>th</sup>

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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.
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 villa / town houses 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.

#### 28. 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.

#### 29. 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.

#### 30. 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.

#### 31. AGENDA OF THE MEETING

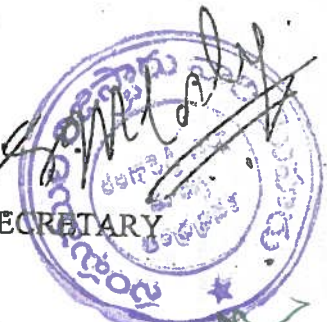
The agenda for discussion at the general body meetings shall be circulated at least fifteen days in advance to its members.

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.

#### 32. 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.

  
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33. 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.
- (ii) The builder shall have the right to construct any additional building / bungalows, to make additions and alterations to the existing buildings / bungalows 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, WiFi / WiMAX / 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 Homes. The owners / members/Association shall not be entitled to raise any objections on this count.

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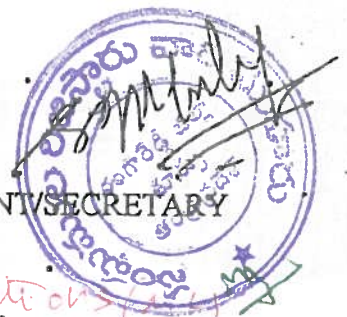
CERTIFIED TO BE A CORRECT COPY

| Name in block letters                   | Age | Designation of their local standing in the society | Occupation      | Residential Address  | Signature            |
|---|-----|--|-----------------|--|----------------------|
| 1. NIRAV MODI<br>S/o. PRAMOD MODI       | 34  | President  | Business        | 5-3-372, R.P. Road, Secunderabad.  | <i>Ahailodi</i>      |
| 2. GAURANG MODY<br>S/o JAYANMAL MODY    | 38  | Secretary  | Business        | Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begumpet, Hyderabad. | <i>Gaurang Mody</i>  |
| 3. SOHAM MODI<br>S/o. SATISH MODI       | 38  | Treasurer  | Business        | Plot No. 280, Road No. 25, Jubilee Hills, Hyderabad                      | <i>Soham</i>         |
| 4. ASHISH MODI<br>S/o. PRAMOD MODI      | 40  | Member   | Business        | H. No. 1-8-165, Pendeghast road, Secunderabad.                           | <i>Ashish</i>        |
| 5. SHANKAR REDDY<br>S/o. SATI REDDY     | 46  | Member   | Service         | Plot No. 26, H. No. 14-26, Shakti Sai Nagar, Mallapur.                   | <i>Shankar Reddy</i> |
| 6. N. DESHMUKH<br>S/o Veeranna Deshmukh | 32  | member   | Service         | S-2-1251 Tirumala nager mouali, Hyderabad.                               | <i>Narany</i>        |
| 7. KANAKA RAO<br>S/o. SUBBA RAO         | 50  | Member   | Private Service | 1-8-488, Chikadpally, Hyderabad - 500 020.                               | <i>Kanaka Rao</i>    |







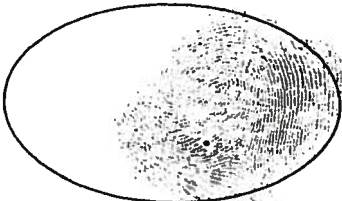

WITNESSES:

| Name in Block Letters & S/o. D/o. W/o.    | Age | Occupation | Residential Address                             | Signature           |
|---|-----|------------|---|---------------------|
| 1. K. PRACHANDAR REDDY<br>S/o. K.P. REDDY |     | SERVICE    | 2-2-64/10/24 Jaiswal Colony Amberpet, Hyderabad | <i>Prachand</i>     |
| 2. Ch. Venkat Reddy<br>S/o. Ansi Reddy    |     | SERVILE    | 11-13-1841, Green Hill Colony Saroornagar, Hyd. | <i>Venkat Reddy</i> |

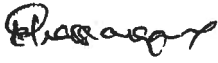

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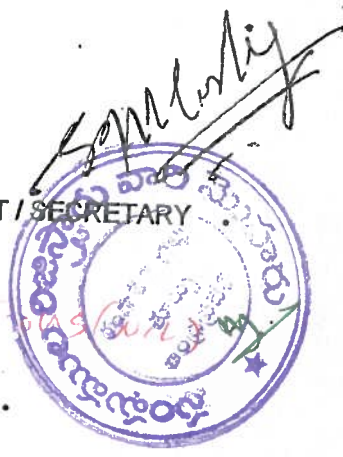
**PHOTOGRAPHS AND FINGER PRINTS AS PER SECTION 32A OF  
REGISTRATION ACT, 1908.**

| SL.NO. | FINGER PRINT<br>IN BLACK<br>(LEFT THUMB)  | PASSPORT SIZE<br>PHOTOGRAPH<br>BLACK & WHITE  | NAME & PERMANENT<br>POSTAL ADDRESS OF<br>PRESENTANT / SELLER / BUYER   |
|--------|---|---|--|
|        |    |    | 1. MR. NIRAV MODI<br>S/O. MR. PRAMOD MODI<br><br>P. G. ROAD<br>SECUNDERABAD.   |
|        |   |   | 2. SHRI. GAURANG MODY<br>S/O. MR. JAYANTILAL MODY<br>R/O. FLAT NO. 105<br>SAPPHIRE APARTMENTS<br>CHIKOTI GARDENS<br>BEGUMPET<br>HYDERABAD. |
|        |  |  | 3 SHRI. SOHAM MODI<br>S/O. SHRI. SATISH MODI<br>R/O. PLOT NO. 280<br>ROAD NO. 25<br>JUBILEEHILLS<br>HYDERABAD.                             |
|        |  |  | 4. SHRI. ASHISH MODI<br>S/O. S/O. MR. PRAMOD MODI<br><br>P. G. ROAD<br>SECUNDERABAD.   |

SIGNATURE OF WITNESSES:





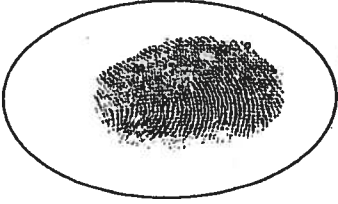

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SIGNATURE OF THE PRESIDENT / SECRETARY

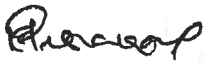
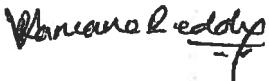


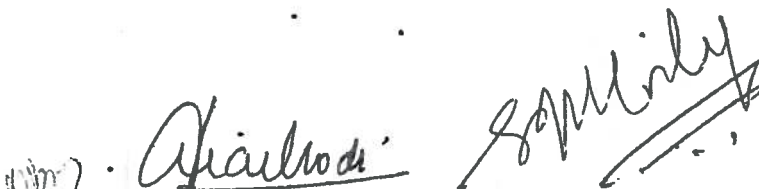
14<sup>th</sup> page of 16 pages no. of corrections

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

| SL.NO. | FINGER PRINT<br>IN BLACK<br>(LEFT THUMB)  | PASSPORT SIZE<br>PHOTOGRAPH<br>BLACK & WHITE  | NAME & PERMANENT<br>POSTAL ADDRESS OF<br>PRESENTANT / SELLER / BUYER   |
|--------|---|---|--|
|        |    |    | 5. SHRI. SHANKER REDDY<br>S/O. SHRI. SATTI REDDY<br>R/O. PLOT NO. 26<br>H. NO: 14-26<br>SHAKTISAI NAGAR<br>MALLAPUR<br>HYDERABAD |
|        |   |   | 6. SHRI. DESHMUKH<br>S/O. SHRI. VITTAL RAO DESHMUKH<br>R/O. 5-2-125/1<br>TIRUMALA NAGAR<br>MOULAI PHASE - I<br>HYDERABAD.        |
|        |  |  | 7. SHRI. KANAKA RAO<br>S/O. SHRI. K. SUBBA RAO<br>R/O. H. NO. 1-8-488<br>CHIKKADPALLY<br>HYDERABAD.                              |

SIGNATURE OF WITNESSES:

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SIGNATURE OF THE PRESIDENT / SECRETARY

15<sup>th</sup> page of 16 pages no. of 

|                                |   |
|--------------------------------|---|
| Registration Number            | 594 OF 2010   |
| Serial Number of the Documents | Document No. I & II                                   |
| Name of the Society            | NILGIRI HOMES OWNER'S ASSOCIATION                     |
| Description of the Document    | Memorandum of society & rules, Regulations of society |
| Date of Submission             | 23-04-2010  |
| Date of Registration           | 23-04-2010  |
|                                | -   |

Sd/-  
REGISTRAR OF SOCIETIES,  
RANGA REDDY (EAST)

THE SEAL OF  
REGISTRAR OF SOCIETIES,  
RANGA REDDY (EAST) DISTRICT

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- Last page of (16) pages No. of Corrections ( NIL ) ~~mx~~
- Total No. of corrections ( NIL ) ~~mx~~

Pandu Ranga Raju  
Copy prepared by ~~N. Kishan Prasad~~, Sr. Asst.

Copy compared

(Reader)

By

  
18/6/10 (Examiner)

OFFICE OF THE  
DISTRICT REGISTRAR & REGISTRAR OF SOCIETIES  
RANGA REDDY (EAST)  
At L.B.NAGAR, HYDERABAD

Date: 15<sup>th</sup> day of ... June ....., 2010

  
REGISTRAR OF SOCIETIES  
RANGA REDDY (EAST)

Registrar of Societies  
Ranga Reddy Dist (East)

