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Nilgiri Welfare Asso

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INDIA NON JUDICIAL
P. LAKSHMINATH REDDY
REGISTRAR
MEDCHAL MALKAJGIRI DISTRICT
TELANGANA
भारतीय गैर न्यायिक



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Rules & Regulation of Nilgiri Welfare Association

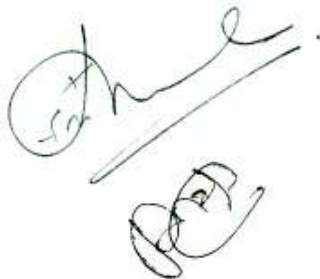
- A. Association registration no.: Certificate of registration bearing no. 1158 of 2024 was issued on 30/12/24, by Registrar of Societies, Medchal-Malkajgiri District.
- B. Association registered address: Office: Flat no. 809, Sy. No. 27, Pocharam Village, Ghatkesar Mandal Medchal-Malkajgiri District, forming a part of a group housing scheme known as Nilgiri forming part of Office: Flat no. 809, Sy. No. 27, Pocharam Village, Ghatkesar Mandal Medchal-Malkajgiri District.
- C. These Rules and Regulations of Nilgiri Welfare Association are been formed as per the by-laws of the Association (clause 25a).
- D. The Rules and Regulations of Nilgiri Welfare Association shall be binding on all the members of the Association. These rules shall come into force from
- E. Rules and Regulations of Nilgiri Welfare Association may be changed from time to time by 2/3rd majority of the members as given in clause 29 of bye-laws.

Rules & Regulations:

- 1. Definitions: In these Rules and Regulations unless the context required otherwise:
 - a. "Project" or "Layout" shall mean include all buildings, structures, villas, flats, residential units and facilities of common use like roads, clubhouse, etc., forming a part of the project known as Nilgiri Heights, forming part of Sy. No. 27, Pocharam Village, Ghatkesar Mandal Medchal – Malkajgiri District Development of all residential units/houses in the vicinity of Nilgiri Heights, sharing common amenities and access with other residential units shall form part of the Project. At present 256 flats are proposed to be developed. Additional lands in and around the vicinity of the project shall also form a part of this project.

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B. Chandrabekhor
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- b. "Association" means Nilgiri Welfare Association.
 - c. "Committee" means an executive committee.
 - d. "Buildings" or "Houses" shall mean and include all buildings /villas/flats/ residential units in the Project.
 - e. "Houses" means villas or flats or a residential unit in the Project.
 - f. "Facilities of Common Use" or "Common Amenities" shall mean and include all common facilities which are shared by all the Houses in the Project like clubhouse, , gymnasium, library, recreation room, 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.
 - g. "Owner" means the person who owns one or more Houses by way of a registered sale deed.
 - h. "Occupants" means the person occupying house(s) in the Layout / Project either as a tenant/sub-tenant/lessee/licensee or in any other mode of occupancy.
 - i. "Builder" means the company M/s. Modi Realty Pocharam LLP who are the owners promoters and builders of the group housing scheme known as the Nilgiri Heights. Other firms and companies that are associates of M/s. Modi Realty Pocharam LLP who are developing houses in the Project shall also be included as Builder.
 - j. "Area" means the area of each House in square feet (sft) as specified in the ownership documents. At present 3BHK flats are of sft.
 - k. "Monthly Maintenance Charges" means the charges payable by the Members of the Association for maintenance of Common Amenities and provision of utilities like water, power backup, etc.
2. Additional responsibility of Association:
- a. To maintain Facilities of Common Use and Common Amenities in the project /layout.
 - b. To manage, maintain and provide utility services like provision of drinking water, water for general use, power for streetlights/pumps, power backup through generator.
 - c. To bear the cost of managing Common Amenities and utilities like:
 - i. payment of salaries of security/ housekeeping/ gardeners, etc.
 - ii. Payment for utility services like electricity bills, water bills, diesel charges, etc.
 - iii. Pay for parts and labour for repair of equipment and facilities of Common Amenities.
 - iv. Maintenance cost of clubhouse, , etc.
 - v. Any other cost related to maintenance of common amenities and to make the aims of the Association.
 - d. To collect Monthly Maintenance Charges and other charges to meet the aims and objectives of the Association including maintenance of Facilities of Common Use/ Common Amenities.
3. Members of Association:
- a. Membership: All Owners of the 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 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.




S. Srinivas



B. Chandrasekhar

- c. Where a 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 House 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 House other than an owner is not eligible to be a member of the Association.
4. **Corpus Fund:**
Each member / owner shall be required to pay corpus fund of Rs. 25,000/- for House at the time of taking possession of the House from the Builder. The corpus fund shall be automatically transferred to the new member/ owner of the House at the time of transfer of membership.
5. **Maintenance Charges:**
a. Each occupant/owner shall pay maintenance charges every month on the area of flat as mentioned in sale deed as under:

Period	Charges for essential services – like security, housekeeping, lifts, etc.	Utility charges for water supply	Utility charges for common area electric supply	Charges for maintenance of clubhouse and other amenities	Total Charges
Upto 31-3-2026	Rs. 0.50/- per sft	Rs. 0.30/- per sft	Rs. 0.45/- per sft	Rs. 0.75/- per sft	Rs. 2.00/- per sft
1-4-2026 to 31-3-2027	Rs. 0.60/- per sft	Rs. 0.35/- per sft	Rs. 0.50/- per sft	Rs. 0.80/- per sft	Rs. 2.25/- per sft
1-4-2027 to 31-3-2028	Rs. 0.70/- per sft	Rs. 0.40/- per sft	Rs. 0.55/- per sft	Rs. 0.85/- per sft	Rs. 2.50/- per sft
1-4-2028 to 31-3-2029	Rs. 0.80/- per sft	Rs. 0.45/- per sft	Rs. 0.60/- per sft	Rs. 0.90/- per sft	Rs. 2.75/- per sft
1-4-2029 onwards	Rs. 0.90/- per sft	Rs. 0.50/- per sft	Rs. 0.65/- per sft	Rs. 0.95/- per sft	Rs. 3.00/- per sft

- 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.
- c. Additional charges for water supply and diesel for generator may be levied from time to time, as decided by the Executive Committee and shall form part of the monthly maintenance charges. Such additional charges shall be deemed to be part of the maintenance charges and shall be payable along with the monthly maintenance charges.

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6. 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. 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 Houses and may be periodically revised by the Executive Committee.

7. 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 3 above.
 - ii. By way of Transfer Fee from the Transferees, other than family members, as provided in Clause 3 above.
 - iii. By way of fine as may be imposed by the Executive Committee.
 - iv. By way of monthly maintenance charges as provided in Clause 5 above, includes additional charges for water supply and generator charges.
 - v. By any other mode as may be decided by the President/Secretary.
 - vi. By Corpus fund from the members.
 - vii. By way of charges towards promotion of cultural, charitable, social, sporting, literary activities.
- c. 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.

8. 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, UPI 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.

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- 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.

9. 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.

10. Increase / Decrease in Monthly Maintenance Charges

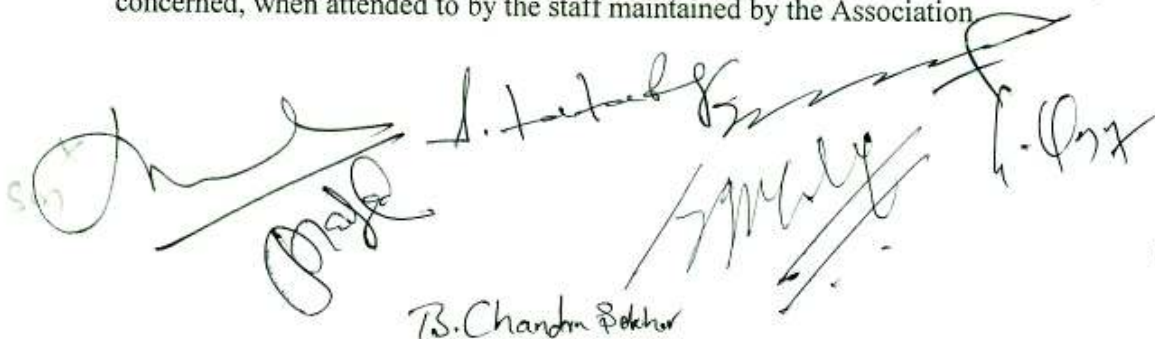
- a. The Executive Committee shall be authorized to increase / decrease monthly maintenance charges from time to time by passing an appropriate resolution. Such a resolution shall be signed by atleast 5 members of the Executive Committee. A general body meeting shall not be required for increase / decrease in monthly maintenance charges and the Executive Committee shall be fully authorized to do so as given above.
- b. The Executive Committee shall be authorized to add charges towards water supply (both municipal water and supply by way of tankers) and diesel charges for backup generator to the monthly maintenance charges from time to time by passing an appropriate resolution. Such a resolution shall be signed by atleast 5 members of the Executive Committee. A general body meeting shall not be required to add such an amount to the monthly maintenance charges and the Executive Committee shall be fully authorized to do so as given above. However, such additional amount towards water supply and or diesel charges shall be based on estimate of monthly expenditure and shall be temporary in nature. Such charges cannot be levied for more than 6 months in a calendar year.

11. Other Charges

- a. The Executive Committee shall be authorized to levy / collect charges towards promotion of cultural, charitable, social, sporting, literary activities from time to time by passing an appropriate resolution. Such a resolution shall be signed by atleast 5 members of the Executive Committee. A general body meeting shall not be required to collect such charges and the Executive Committee shall be fully authorized to do so as given above. However, members shall have an option to voluntarily pay such charges i.e they cannot be made mandatory. Further such additional charges should be based on estimate of expenditure and shall be temporary in nature.

12. Obligations of the Members/Occupants:

- a. Maintenance and repair:
- i. 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 Houses / common amenities entirely or in a part.
- ii. All the repairs of internal installations in the 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



B. Chandan B. Chatur

- iii. An occupant/owner shall reimburse the Association for any expenditure incurred in repairing or replacing in common area the facility damaged through his fault.
 - iv. Every occupant/owner shall promptly repair any leakage that may arise from his House at his/her own cost.
- b. Use of House, internal changes etc:
An occupant/owner shall not undertake the following activities in his House without previously notifying the Association in writing and obtaining permission in writing from the Association:
- i. Structural modifications/alterations.
 - ii. Renovation of bathroom.
 - iii. Fixing grills in balconies or common areas.
 - iv. Fixing of grills, shutters, collapsible gates, at the main entrance of the House.
 - v. Install clothes lines outside the balcony that may affect the elevation of the building.
 - vi. Make any changes to the House that may in any way effect its overall elevation, look, colour, landscaping, gates etc.
 - vii. 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.
- c. 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.
- d. Right of entry: An occupant/owner shall grant the right of entry to the staff or Executive Committee members of the Association into his House in case of emergency originating in or threatening his House, at reasonable hours of the day, irrespective of the occupant's presence or not.
- e. Declaration by the member about tenant/ lessees/ license / other occupier: Members and owner of each House shall be required to make a declaration to the Owners Association with details of occupier, in case, the 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 Houses 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 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.
- f. Other Obligations:
- i. 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 House or interfere or block the common passage, corridors staircases and common areas etc, or any part thereof.
 - ii. 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.
 - iii. 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 House(s).



B.Chandrasekhar

- iv. They shall not throw any thrash or garbage or any waste material in the common passage or common areas or the utilities /facilities.
- v. 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.
- vi. 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 House shall be used for residential purposes only.
- vii. 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 House.
- viii. 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.
- ix. They shall not do or suffer anything to be done in their 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 Bloomdale Residency. The President/Secretary shall be competent either suo-moto or on complaint to take steps to stop all such practices mentioned above.
- x. 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.
- xi. 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 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.
- xii. 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 cooperate with the President/Secretary in taking suitable action.
- xiii. 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.

13. 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.

(Handwritten signatures and initials)

B. Chandan Sekhar

- (ii) The Builder shall have the right to construct any additional building / Houses, to make additions and alterations to the existing buildings / Houses 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 Heights. 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/Houses/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 Heights by providing reasonable access and not causing any hindrance to the said activity of the Builder.



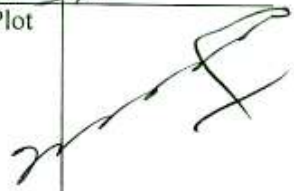




14. The term his shall mean and include whenever context requires his/her/them/they/ their and the like.



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DECLARATION

We, the undersigned have framed the Rules and Regulations of Nilgiri Heights Welfare Association, on this the _____ day of _____ 2024 and hereby declare that we will be responsible to run the affairs of the as per Rules & Regulations given herein.

Name in block letters	Age	Designation of their local standing in the society	Occupation	Residential Address	Signature
1. Mr. Soham Modi S/o. Late Satish Modi	54	Secretary	Business	Plot No. 280 Road No. 25 Jubilee Hills Hyderabad-500 076.	
2. Mr. Karunakar Reddy S/o. Mr. S. Narayana Reddy	58	President	Business	H. No. 1-4-159/65, HMT bearings Officers Colony, Sainikpuri Post, Kapra, Hyderabad-500 056.	
3. Mr. B. Anand Kumar S/o. Mr. B. N. Ramulu	56	Treasurer	Business	Jaya Sai Nilayam, Plot no. 869, H. No.37- 18/869, Defense Colony, 5 th Avenue Bakery, Sainikpuri Post, Malkajgiri, Hyd-094.	
4. Mr. Gaurang Mody S/o. Late Jayantilal Mody	57	Member	Business	Flat No. 105, Sapphire Apartments, Chikoti Gardens, Begumpet, Hyderabad-500 016.	
5. Mr. Krishna Prasad S/o. Mr. Hanumantha Rao	60	Member	Service	Flat No. 108, Sai Tirumala Deluxe Homes, Tarnaka, Hyderabad-500 017.	
5. Mr. G. Vijay Raj S/o. Mr. G. Anand Raj	46	Member	Service	H. No. 12-10-362, Ramalayam St. No. 4, Seetaphalmandi, Secunderabad -061.	
7. Mr. B. Chandra Sekhar S/o. Mr. B. Satyanarayana	38	Member	Service	Flat No. 809 Nilgiri Heights Sy. No. 27, Pocharam Village, Ghatkesar Mandal Medchal- Malkajgiri District-501 506.	

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