RULE BOOK

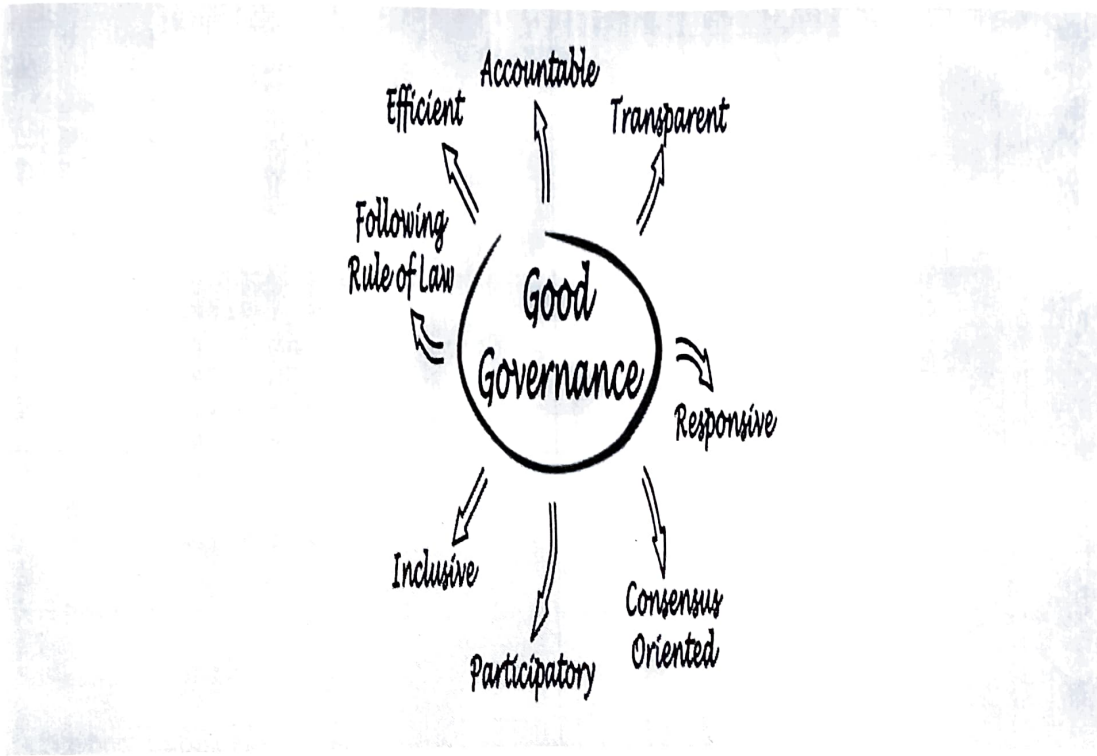


Lotus Boulevard Apartment Owners Association

Preamble

The objective of explicitly laying down the rules and regulations is to bring utmost transparency, build and sustain trust amongst all stakeholders and drive efficiencies to make Lotus Boulevard a "happy ", "prosperous", "safe" and "vibrant" living society.

The Vision is to provide world class living conditions to all residents in an inclusive manner with TRUST and TRANSPERANCY being the guiding force for generations to thrive and co-exist in a peaceful, law abiding, socially conscientious and "happy" environment.



Note: For rules not defined herein, all Rules and Laws having jurisdiction shall be applicable.

The Rule Book contains Approved Rules applicable to AOA Board as well as residents. Rules can be added or amended in the Rule Book after approval in the GBM/SGM.

Table of Contents

Chapter 1 – Office Bearers and Board of Management

1. Directive Principles
   - 1.1. Residents First
   - 1.2. Residents Rights
   - 1.3. Participatory Administration
   - 1.4. Priorities
   - 1.5. Interests
   - 1.6. Maximising Participation
   - 1.7. Self-owned Secure and Protected e-Ecosystem
2. Board
   - 2.1. Duties
     - 2.1.1. Duty of Care
     - 2.1.2. Duty of Loyalty
     - 2.1.3. Duty of Obedience
   - 2.2. Tasks
     - 2.2.1. Common Area Maintenance Charges
     - 2.2.2. Management Oversight
     - 2.2.3. Financial Oversight
   - 2.3. Code of Conduct
     - 2.3.1. Conflict Of Interest
     - 2.3.2. Financial Interest
     - 2.3.3. Acceptance of Gratuities
3. Council Of Towers
   - 3.1 Role of council of Towers
   - 3.2 Constituents
   - 3.3 Hierarchy
   - 3.4 Meetings
   - 3.5 Financial Authority
4. Budget
   - 4.1. Pre-preparation of Budget
   - 4.2. Actionable Items
   - 4.3. Mandatory Motion
   - 4.4. Quorum
   - 4.5. Mandatory Provision
5. Delegation of Financial Authority
   - 5.1. Overview
   - 5.2. Scope
   - 5.3. Schedule
6. Procurement and Contract Awarding Procedures
   - 6.1. Overview
   - 6.2. Scope
   - 6.3. Pre preparation
   - 6.4. Methods
   - 6.5. Evaluation
   - 6.6. Financial Bid
   - 6.7. Vendor List

Chapter 2 – Members and Residents

1. Definitions
2. General Guidelines
3. Common Area Usage

Chapter 3 – Facility Management and Vendors

1. Facility Management Company appointment
2. Additional Vendors
3. Payments

Chapter 4 – Committee Formation

1. Suggestive Area of Committees
2. Tenure
3. Constituents
4. Provisions applicable

Chapter 1 - Office bearers and the board of Management

The Model Byelaws as adopted by the Lotus Boulevard Apartment owners association Condominium, duly constituted and registered under the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) act 2010 in conjunction with the Societies Registration (Uttar Pradesh Amendment) Act, 1979 by the Registrar Firms, Societies and Chits, Meerut under registration number **GBN/00063/2019-2020** define the process of electing the office bearers and formulating the board of management for the day to day functioning as well as the management of the condominium.

This chapter deals with the code of conduct for the office bearers and the board in consonance with the bye laws so adopted.

1. Directive Principles

   1.1 Residents First – The primary objective of the formation and furtherance of the LBAoA is to ensure that the interests of the residents/members are prime.
   1.2 Residents Rights – To ensure the protection of the rights and interests of the residents of the Lotus Boulevard in an organized and democratic manner.
   1.3 Participatory Administration – To ensure participatory administration and to take into account the views and priorities of the residents in all decision making.
   1.4 Priorities – The elected representatives should ensure a robust mechanism to keep the members informed of the priorities and roadmap of projects
   1.5 Interests – The board will be responsible make all arrangements to enable the members in putting forth their priorities and interests before preparation of the budget
   1.6 Maximising Participation – The use of e-voting/e-surveys for the same should be considered for maximising participation
   1.7 Self-owned Secure and Protected e-Ecosystem – The board shall strive for a self-owned safe and secure ecosystem for collecting, propagating and dispensing of information.

2. Board – The Board is the democratically elected fiduciary which steers the organization (LBAoA) towards a sustainable future by adopting sound, ethical, and legal governance and financial management policies, ensuring the welfare of the general body as well as by making sure LBAoA has adequate resources to meet its day-to-day & long-term requirements

   2.1 Duties –
      2.1.1 Duty of Care – Take care of LBAoA by ensuring prudent use of all monetary resources and assets, including facility, people, and good will;
      2.1.2 Duty of Loyalty – Ensure that LBAoA's activities and transactions are, first and foremost, transparent, inclusive, advancing its mission, recognize, disclose & remove conflicts of interest, make decisions that are in the best interest of LBAoA and not favouring any individual board member/s (or any other individual or for-profit entity).
      Duty of Obedience – Ensure that LBAoA is complaint with State laws and regulations, follows its own byelaws and the rules thus framed.

2.2 Tasks – The following are the tasks that the board and its members shall be responsible for collectively and individually.

2.2.1 Common Area Maintenance: The Board shall ensure to present the Financial Data and working of Common Area Maintenance Charges and propose approval of these charges in the first GBM/AGM/SGM held. This shall be done even if "No Change" is proposed in these charges. These shall become applicable subsequent to approval through GBM/Special AGM.

- Rate of Payment – INR _____ per Sq Feet
- Water Charges – INR _____ per Sq Ft
- Date of Payment – Charged in advance
- Effects of Non-Payment :Discontinuation of essential services and access to common amenities if the balance is negative (INR -ve 2500)

2.2.2 Management Oversight

- The board selects the President, Secretary, Treasurer and any other posts amongst the elected office bearers and decides their role in conjunction with the bye laws.
- Roster for Meetings – The board shall release a roster for General body meetings/Special Meetings and Other meetings to be held in the year as early as possible of assuming office.
- There shall be a minimum of Four General body meetings in a year (1 Per Quarter)
- Special General Body meetings shall be called as per requirement.

2.2.3 Financial Oversight

- Prepare the Quarterly/Half-yearly/Annual Budget for Operations as well as special projects (Capital Expenditure) and get it approved by the General Body in the first Quarter of the Financial Year.
- The Rolling Operating Plan and Budget will be presented and the board shall get it approved at beginning of each quarter at the quarterly GBM
- Ensure Adequate resources to meet the approved budget
- Ensure delegation of financial authority (as laid down in clause 4 of the first chapter) is adhered to and report any violation of the same to the general body.
- Ensure fair practices in awarding contracts for maintenance as well as projects as per clause 5 of the first chapter.
- Ensure Legal and Ethical Integrity and Maintain Accountability.
- Ensure that the accounts are maintained and are available for scrutiny by members of LBAoA at any given time.

2.3 Code of Conduct –

2.3.1 Conflict of Interest- No LBAOA member, office bearer, employee, consultant, elected official, appointed official or designated agent of LBAOA or the board of LBAOA will take part or have an interest in any monitory or non-monitory transaction if a conflict of interest, real or apparent, exists. A conflict of interest occurs when the official, employee or designated agent of LBAOA, partners of such individuals, immediate family members, or an organization which employs or intends to employ any of the above has a financial or other interest in any such transaction. Residents contesting in elections or volunteering to be a part of committee should give mandatory disclosure of business activities of self and family members. If conflict of interest exists, the resident shall not be considered eligible to contest election of be a part of committee.

2.3.2 Financial Interest - No LBAOA member, office bearer, employee or designated agent of LBAOA may acquire a financial interest in or benefit in any way from any activity which uses any portion of the LBAOA fund/corpus, nor shall they have any interest in any contract, subcontract or agreement for themselves or any family members, nor shall they ever occupy such position which can give them an unfair advantage.

2.3.3 Acceptance of favours (monetary or non-monetary)- No LBAOA member, Office Bearer, employee or designated agent of LBAOA shall solicit or accept gratuities, favours or anything of monetary value from contractors, potential contractors, subcontractors or potential subcontractors

3. Council of Towers

3.1 Role of council of Towers :

- Council of Towers would help in performance appraisal of the FM workers attached to the respective tower
- Key issues and solutions shall be discussed with the Council of Towers.
- Monthly FM review will be done in presence of Council of Towers. Other tower residents can also be allowed to be part of this review.
- The Council of Towers will act as an advisory board for the AOA board members. Majority view might be taken from the Council by way of voting however the right to take final decision shall remain with AOA as per defined processes.
- The Council of Towers would also take up administrative responsibility for their towers in due course of time as we proceed further.

3.2 Constituents: The council of towers will consist of 2 representative from each tower with at least one of them being a Lady representative and will be known as Tower Representatives or TR for short.

The election or selection of the TRs shall be done by the residents/owners of the tower with the consent of the residents in writing to board. The board shall facilitate the election process if required. This however shall be as per guidelines issued by the board at the time of notifying the selection criteria for Councillors.

3.3 Hierarchy of the TR council- The council will be the facilitating body for the board and shall aid the board with the resolution of tower specific issues.

3.4 Meetings –

3.4.1 Council meetings – The council of TRs shall meet periodically (preferably monthly, but not less than once in two months)

3.4.2 Inter Board and council meetings – The council and the board shall meet at least once every two months.

3.5 Financial authority of TR – The TR shall be empowered for managing the tower specific works requiring urgent attention and the same can be covered by the tower specific budget allocated to the TR from the main budget. The same can be done after approval in GBM.

4. Budget

4.1 Pre-preparation of Budget – As mentioned at 2.2.3, the budget shall be prepared by the board in the first quarter of every financial year and will be presented for approval to the General Body. A simple majority of the members present shall be sufficient for passing the motion. (The quorum as specified in the bye laws is essential and adjourned meetings shall not be used for the approval of the budget). In case of the quorum not being met, the alternative options of e-voting shall be explored for the approval on the budget. In case necessary quorum is not maintained in e-voting, the responses obtained shall constitute the quorum.

4.2 Actionable Items – The board shall ensure that all information is shared in advance with the residents for informed decision making with respect to the actionable items in the budget.

4.3 Mandatory Motion – The Board shall have no financial powers unless the budget is approved with a simple majority basis the quorum in the first General Body meeting (or subsequent e-voting) of the tenure of the AoA.

4.4 Quorum – The Board shall ensure that all avenues are explored to ensure quorum or use e-voting options with all the security and protection protocols by creating a e-forum of owners.

4.5 Mandatory Provision – The quorum requirement shall not be by-passed for the budget session (with exception as specified in 3.1 above).

5. Delegation of Financial Authority

5.1 Scope - This policy covers all board members as well as the committees and sub committees. The specific levels of authority for all are identified in the schedule of financial delegation of authority set out below. This schedule lists the general body and the position on the Board and the applicable financial and spending authority applicable to each position individually and collectively.

5.2 Schedule -

Level of Delegation	Signing and Approving Authority
General Contractual Authority for non-monetary contracts.	Secretary & any one Board Member
General Spending & Contractual Authority up to INR 10,000.00 (Within the scope of the approved budget)	Any One board Member
General Spending & Contractual Authority up to INR 20,000.00 (Within the scope of the approved budget)	President or Secretary or Treasurer and any One board member
General Spending & Contractual Authority up to INR 40,000.00 (Within the scope of the approved budget)	President or Secretary or Treasurer and any Two board member
General Spending & Contractual Authority up to INR 100,000.00 (Within the scope of the approved budget)	President or Secretary or Treasurer and any Three board members
General Spending & Contractual Authority above INR 100,000.00 (Within the scope of the approved budget)	President, Secretary, Treasurer and majority in Board

5.3 The General spending and contractual authority do not give the position holders to by-pass the budgetary provisions and the same need to be followed as mandated at 2.2.3 above.

6. Procurement and Contract Awarding Procedures

6.1 Overview - All procurement and contract awarding must conform to the three pillars of Integrity, Transparency and Accountability. These apply to all activities before awarding the contract, the actual execution of the contract (especially if third parties and contractors are to be used) and to the subsequent operation and maintenance of the project/service and any related infrastructure in question.

6.2 Scope – All procurement and Contracts should adhere to the financial delegation schedule and should be within the approved budgetary provisions.

6.3 Pre-Preparation –

6.3.1 Estimating – The procuring agency (Board/Member/Office Bearer/Committee/Sub Committee) shall prepare a realistic estimate of the cost for work/service in question and also include a break-down of the significant cost of the items

6.3.2 Confidentiality – This estimate must be kept strictly confidential and there should be no links between personnel having this knowledge and the bidders

6.3.3 Conflict of Interest – Conflict of Interest is a situation in which a person is in a position to derive personal benefit or to give unfair advantage to a particular party from actions or decisions made in their capacity as the decision maker. All such conflicts, as and when encountered should have a complete disclosure and the person in conflict should exempt himself from the process.

6.3.4 Any such non disclosures should make the contract invalid and the person should be barred from the office.

6.3.5 It should be ensured that the items/services are procured with justification of requirement (Indent). The procurements shall be with a detailed specification and benchmarking of quality.

6.4 Methods – all procurements or awards shall be made using one of the following methods

6.4.1 Small Purchases/Service Contracts (Up to INR 100,000)

- Small Purchases/supplies/Service Contracts upto the value of INR 10,000 will require three over-the-telephone quotations of rate, price, etc. A memorandum will be prepared setting forth the date calls were made, parties contacted and prices obtained. For purchases of less than 10,000, efforts will be made to get the lowest and best price, but written records of such efforts are not necessary.
- Purchases of supplies, equipment and services which cost between INR 10,000 and INR 100,000 will require written estimates but no advertisement is required. The purchasing authority/member/committee will solicit written responses from at least three vendors, and if no such responses are available, a statement explaining the procurement will be prepared and filed.

6.4.2 Competitive Sealed Bids (above INR 100,000)

- Bidding will be employed when detailed specifications for the goods or services to be procured can be prepared and the primary basis for award is cost. When the cost of a contract, lease or other agreement for materials, supplies, equipment or contractual services, other than those personal or professional, exceeds INR 100,000, an Invitation for Bids (RFQ) notice will generally be prepared. This notice will be published at least once in the appropriate medium (Print/Electronic). This notice will appear not less than seven (7) days and not more than twenty-one (21) days before the due date for bid proposals. LBAoA may also solicit sealed bids from responsible perspective suppliers by sending them a copy of such notice.
- The RFQ will include a complete, accurate and realistic specification and description of the goods or services to be procured, the bid deposit, payment bond and bond performance required (if applicable), the location where bid forms and specifications may be secured, the time and place for opening bids, and whether the bid award will be made on the basis of the lowest price or the lowest evaluated price. If the lowest evaluated price is used, the measurable criteria to be used must be stated in the RFQ.
- Sealed bids will be opened in public at the time and place stated in the RFQs. The bids will be tabulated by the Secretary at the time of bid opening. The results of the tabulation and the bid procurements will be examined for accuracy and completeness by the Secretary who will make recommendations to the Board. In addition, the President/Treasurer/responsible Office Bearer/Board Member/Committee head shall determine that all firms are responsive and responsible. The Board will make the decision as to whom the contract shall be awarded. After the bid award is made by the Board, a contract will be prepared for execution by the successful bidder. After

the contract is signed, all bid deposits will be returned to all unsuccessful bidders.

The opening of Sealed Bids procedure must be followed for Annual Contracts and High Value tenders of value more than Rs 25 Lakhs.

- The Board may cancel an Invitation for Bid or reject all bids if it is determined that such is in the best interests of LBAoA Bidders will be notified in writing of such cancellation or rejection. The Board may allow a vendor to withdraw a bid if requested at any time prior to the bid opening. Bids received after the time set for bid opening shall be returned to the vendor unopened.

6.4.3 Competitive Sealed Bids (Irrespective of the amount)

- The Board will use competitive negotiations, regardless of contract amount, upon a written determination that:
  - Specifications cannot be made specific enough to permit the award of a bid on the basis of either the lowest bid or the lowest evaluated bid price (in other words, bidding is not feasible).
  - The services to be procured are professional in nature. With the exception of certain professional services (principally engineering services, legal services and any other specialised consulting services)
- Competitive negotiations will proceed as follows:
  - Proposals will be solicited through Print/Electronic advertisement; additionally, a Request for Proposal (RFP) may be prepared and mailed to qualified vendors. The print/electronic advertisement must be published at least seven (7) days and not more than twenty-one (21) days before the date for receipt of the proposals.
  - RFP will describe services needed and identify the factors to be considered in the evaluation of proposals and the relative weights assigned to each selection factor.
  - The RFP will also state where further details regarding the RFP may be obtained.
  - The RFP will call attention to the same regulations discussed in the bidding process.
  - Requests for proposals will always include cost as a selection factor.
- Final Award of the contract
  - Award must be made to the offeror whose proposal is determined in writing by the Board to be the most advantageous to LBAoA.
  - Evaluations must be based on the factors set forth in the Request for Proposal and a written evaluation of each response prepared.
  - The review committee may contact the firms regarding their proposals for the purpose of clarification and record in writing the nature of the clarification.
  - If it is determined that no acceptable proposal has been submitted, all proposals may be rejected.
  - New proposals may be solicited on the same or revised terms or the procurement may be abandoned

6.4.3 Non-competitive Negotiations

- Non-competitive negotiations may be used for procurements in excess of INR 75,000 when bidding or competitive negotiations are not feasible.
- The board may purchase goods and services through non-competitive negotiations when it is determined in writing by the purchasing team that competitive negotiation or bidding is not feasible and that:
- An emergency exists which will cause public harm as a result of the delay caused by following competitive purchasing procedures, or
- The product or service can be obtained only from one source, or
- The contract is for the purchase of perishable items purchased on a weekly or more frequent basis, or
- Only one satisfactory proposal is received through RFP or RFQ, or
- The state has authorized the particular type of non-competitive negotiation

6.5 Evaluation – The following guidelines shall be used for evaluation criteria for the award of all contracts. A points system should be adopted, based on criteria that can be adjusted according to scope of work and other factors. All tenderers must be made aware of the evaluation procedure to be followed and whether there are any special conditions involved. The following point system can be used as a guide(as a guide, this need not be final criteria and may vary for procurement to procurement). This shall be primarily a qualification/benchmarking of suppliers:

a. Technical bid: 50 points
b. Experience – 20 Points maximum
c. Equipment and Staff – 10 Points maximum
d. Work Programme – 10 Points maximum
e. Location of Contractor – 10 Points maximum

6.6 Financial bid – All decisions shall be made with selection of the lowest bidder.

6.7 Vendors List: To avoid adhoc purchases, a vendors list will be prepared and used for all purchases and hiring of services. This list initially is made from the existing vendors who have supplied to Lotus Boulevard requirements. The vendors list will be enhanced with the list of established suppliers from all other large Society suppliers.

6.7.3 The list must be made with basic details of each vendor with details e.g Name, Registration, Addresses, Contact Details, Taxation details.

6.7.4 Vendors who have not met their supply, delivery and Guaranty requirements shall be deleted from the list.

Chapter 2 – Members and Residents

1. Definitions
   - 1.1 Resident – Any person residing in the dwelling unit situated in the premise (Lotus Boulevard Condominium) is a resident irrespective of the status of ownership
   - 1.2 Owner- The person/persons entitled to the exclusive ownership and possession of a dwelling unit in the premise and on whose name the deed of apartment has been executed.
   - 1.3 Joint Owner/s – Where apartment has been purchased jointly by two or more persons, they shall be jointly entitled to the apartment and will be joint members of the association and the share certificates shall be issued in their joint names, but the person whose name stands first in the share alone have the right to vote.
   - 1.4 Tenant- A resident who is not the owner and has executed an agreement with the owner to reside in the premise/dwelling unit
   - 1.5 Guest – A person who is invited to the condominium by a resident for a short duration and is neither an owner as per 1.2 above, or a tenant as per 1.4 above.
   - 1.6 Members of Association –
     - 1.6.1 All persons who have purchased apartments in Lotus Boulevard Condominium and have executed a deed of apartment, shall automatically be the members of the association
     - 1.6.2 Upon the sale, bequest or transfer of apartment, the purchaser of the apartment or the grantee or legatee or the transferee shall automatically become the member of the Association.
   - 1.7 Fee – The fee of 1000/- as one-time membership will be charged from all members and the payment of this one-time fee will be mandatory to gain voting rights.

2. General Guidelines –
   - 2.1 Purpose – The general guidelines and rules framed hereunder are to –
     - 2.1.1 Foster a spirit of mutual help and goodwill among the Lotus Boulevard Residents Community.
     - 2.1.2 Ensure safety and security standards as required for peaceful and harmonious living
     - 2.1.3 To provide a common set of operating practices and principles for all residents

   - 2.2 Noise and Conduct
     - 2.2.1 Quiet Hours – All residents and guests shall comply with QUIET HOURS and COURTESY HOURS policies in the community and on the LB premises, and shall comply with all rules and regulations as posted from time to time for use of the recreational areas. This includes, but is not limited to, the surrounding parking lot areas, Common areas, lift lobbies and play areas. Quiet Hours are from 10:00 p.m. to 8:00 a.m. seven days a week. This also includes loud music or sound coming from a vehicle. If sound from your

apartment is heard anywhere outside of your apartment, you are likely in violation of this rule book. Civil authorities will be engaged as necessary under the provision of UPPCB Noise Pollution (Regulation & Control) Rules, 2000.

2.2.2 Courtesy Hours are 24 hours a day, seven days a week. Residents may be approached to reduce the noise level in an effort to support an environment conducive to community living. Residents and guests are expected to respect and comply with requests made by other residents.

2.2.3 Electronic Equipment – All radios, televisions, stereo equipment or others that can be played at a level that disrupts other residents (any other appliances or items which generate noise or sound) shall be turned down to a level that does not interfere with the environment of the other residents.

2.2.4 Instruments – No percussive or electronically amplified musical instruments may be played on the common premises with the exception of scheduled cultural activities in common areas organized, sponsored or supported by the residents cultural committee. Non-electronically amplified acoustic instruments may be played in the common areas or within the apartment at a level that does not annoy or interfere with the quiet environment of the other residents.

2.3 No resident should engage in behaviour that interferes with or compromises the personal safety or well-being of another. Behaviour unsuitable for residential living, including, but not limited to, any practice that limits residents' rights of equal use and access to common areas/facilities, is not permitted. Residents should also not engage in conduct that is disorderly and/or negatively impacts harmonious community living.

2.4 Community living demands high level of maturity, tolerance, respect for each other and accommodation on each and every ones part. Any type of disagreement/infringement etc between residents, and within LB should FIRST be reported to either/or the Management of LB/ Security/FM Manager to resolve issues amicably in-house first, without the intervention of the civil administration/Police. Lodging of FIRs against fellow residents may display extreme form of behaviour spoiling good neighbourhood relationships forever the same needs to be avoided.

Cleanliness and Trash –

2.4.1 Resident shall ensure that papers, cigarette butts and trash are not littered around in the common areas.

2.4.2 Resident shall refrain from leaving articles in front of the entrance to their apartment, Lift Lobbies, and other common areas.

2.4.3 Maintaining cleanliness in the common areas including the path ways, gardens, club house, and any other designated areas demarcated as common area are the responsibility of each resident.

2.4.4 Residents shall ensure use of the Balconies in a manner that materials, Clothes, Flower Pots etc donot fall from their Balcony and create danger/inconvenience to residents staying below/walkers on the pathways.

2.5 Garbage & Recycling –

2.5.1 The garbage should be disposed of in the designated garbage bins placed on each floor (Emergency exit foyer)

2.5.2 Wet and dry segregation of garbage/waste as per standards should be done by each house hold (At source) and the garbage should be disposed of accordingly in the designated bins placed.

2.5.3 Residents are prohibited from disposing large appliances, old pots, or furniture in the designated garbage area or in the common area. Residents are responsible for hauling and disposing such waste by themselves.

2.6 Safety / Security –

2.6.1 Residents are prohibited from drinking alcohol around building premises/in the visitor parking areas or outside of resident's apartment.

2.6.2 Residents shall refrain from accessing the roof and fire escape areas unless for emergencies purposes. Residents are prohibited from congregating on the roof, drinking alcohol, barbequing, smoking, starting fires or leaving garbage in and around roof and fire escape area

2.6.3 Residents shall refrain from covering the sprinklers provided on with false ceiling or any other covering.

2.6.4 Residents shall not tamper with the fire extinguishers provided on each floor

2.6.5 The entry/exit and gate norms as published from time to time by Security/Facility Management shall be adhered to by all residents.

2.6.6 The residents shall be responsible for the conduct and behaviour of the guests with respect to the safety/security as well as well-being of fellow residents.

2.6.7 Putting any material in fire Escape staircase is strictly prohibited

2.7 Maintenance, Repairs And Alterations

2.7.1 All the Units shall be utilised for residential/approved purposes only.

2.7.2 No resident/Owner shall make any structural modifications or alterations in his unit or installations located therein. Any other internal modifications or alterations shall be not be done without notifying the Board in writing and obtaining the requisite permission of the prescribed sanctioning authority. The Board shall have the obligation to answer within thirty days and failure to do so shall mean that there is no objection to the proposed modification, alteration or installation.

2.7.3 No Resident/Owner shall undertake any work/modification/repair that affects the structure of the building.

2.7.4 No Resident/Owner shall undertake any work/modification/repair that affects the external facade of the building from any angle i.e. covering of balconies and terraces, change of colour, etc

2.7.5 No Resident/Owner shall install wiring for electrical or telephone installation, television antenna, machines or air-conditioning units etc, on the exterior of the building.

2.7.6 No Resident/Owner shall undertake any work that, -

- Result in encroachment of common areas.
- Result in damage or disturbance of common areas, adjacent upper or lower floors.
- Disposal of construction waste/debris shall not be disposed in the dustbins. The residents are bound for disposal of such waste outside the Society and as permitted by town administration.

2.7.7 If any of the above changes are affected by any owner, he will make them good at his own cost, failing which the Board is entitled to effect recovery of the cost of rectification from him

2.7.8 Right of Entry –

- An owner shall grant the right of entry to the office bearer or to any other person authorised by the Board in case of emergency whether the owner is present at the time or not.
- An owner shall permit other owners or their representatives when so required to enter his unit for the use of performing installation and alterations or repairs to the mechanical or electrical services provided, that requests for entry are made in advance and that such entry is at a time convenient to the owner, but, in case of emergency, such right of entry shall be immediate.

2.8 Parking – Ref Parking SOP

3. Common Area Usage

3.1 Common Area Usage for revenue generation

3.1.1 The common area can be used for revenue generation by the board

3.1.2 The designated area shall be demarcated and the approval sought by the board for the same during the budget presentation in the first GBM.

3.1.3 Any subsequent additions to the common area for revenue generation shall be presented to the members and approval sought in a Special General body meeting before the same is allocated for revenue generation

3.1.4 The benefits so earned shall be passed on to the Funds for specific use/sinking fund/contingency fund and shall be accounted for accordingly.

3.2 Lifts and Lobbies –

3.2.1 All residents/Owners are required to maintain the lifts and lobbies on the floors/common areas and avoid misuse of any kind.

3.2.2 The lifts shall not be overloaded beyond the capacity prescribed

3.2.3 The lifts/Lobbies should not be soiled/littered and care will be taken while operating the lift buttons and controls to avoid damage

3.2.4 Unaccompanied kids and pets will not be allowed in lifts for safety reasons.

3.2.5 The floor lobbies will not be used as storage areas by any resident and care will be taken to keep the lobbies clean and clear of any obstructions

3.2.6 The residents/owners shall take extra care to ensure that the service chutes/electrical shafts/utility shaft doors on the floors are not blocked and are accessible by maintenance personnel at all times.

3.2.7 Any wilful damage to lifts/lobbies by any person shall be made good by them at their own cost.

3.3 Roads and Streets –

3.3.1 All residents shall obtain RFID sticker and the vehicles without the same will not be permitted inside or allowed to park.

3.3.2 All residents/owners shall follow the speed regulations while driving on the internal streets and park only in the designated areas

3.3.3 All residents/owners shall ensure that they do not litter/block the internal street/road or the foyers in any manner

3.3.4 Encroachment of any sort in any street/road/foyer/common area will be viewed seriously and a fine of 5000/- shall be levied along with the cost of removing the encroachment on the encroaching resident/owner.

3.3.5 Pet owners should show more responsibility, as well as respect the sentiments of fellow residents, by taking their pets outside the gates of LB for their pet's daily ablutions as the most preferred option. Alternatively, in case of urgency, they must carry dog poop holders to clean up the dog poop mess from common areas.

3.4 Parks/Gardens and Play Areas –

3.4.1 All residents shall ensure that the parks/gardens and play areas are not damaged by unruly behaviour.

3.4.2 The children shall not be left un-supervised in the play areas

3.4.3 The Lawns/greens shall be respected and sports like football/cricket etc will not be played on the greens. However, for kids below 15 years of age a special approval will have to be sought for Coaching Camps, group playing at specified spaces on acceptable terms will have to be sought.

3.4.4 The greens will not be used for any private function or party

3.4.5 The flower beds and hedges shall not be trampled upon by pets and children

3.4.6 The Lawns/Greens, flower beds and hedges shall not be used for defecating by pets

3.4.7 Smoking/spitting/littering in the greens/lawns, flower beds, hedges or the children's play area is not allowed.

3.4.8 The persons found violating the rules and damaging the greens/flower beds/hedges shall be fined and the cost of making good the damage done shall also be recovered from the erring person.

4. Tenants – Rules to be framed and incorporated
5. Shifting in and Shifting out – Rules to be framed and incorporated
6. Sale and Transfer of deed of apartment – Rules to be framed and incorporated
7. Club House– Rules to be framed and incorporated
8. Cultural and religious functions – Rules to be framed and incorporated

Chapter 3 - Facility Management and Vendors for facility Management

Preferably the FM company shall be appointed for comprehensive work including all areas of Facility Management and services as Single Point Service provider.

1. Appointment of Facility Management Company
   - 1.1. The facility Management company shall be appointed for 1 Year with termination clause of 2 months and further extension clause basis mutual agreement.
   - 1.2. The contract for the same shall be as per norms laid down in the financial delegation following the contract awarding procedures to be followed by the board and approvals in the SGBM.
   - 1.3. The SLA's shall be formulated by the facility management company and the adherence of the SLAs shall be reviewed by the board and the residents every month
   - 1.4. Penalty clauses shall be included for non-adherence to the SLA leading to termination of the contract

2. Additional Vendors
   - 2.1. The vendors can be appointed for regular or special tasks
   - 2.2. The vendor appointment shall also be as per the financial delegation and the contract awarding procedures
   - 2.3. The conflict-of-interest clause shall be strictly adhered to while appointing any vendor
3. Payments
   - 3.1. All invoices related to annual rate contracts shall be verified by a sub-committee for variance and service level delivery. The variance as well as the service level delivery assessment shall be recorded by the sub-committee for future assessment as well as review of the performance of the vendor/service provider.
   - 3.2. All payment to the vendors/agencies shall be monitored by the treasurer for timely pay-outs.

Chapter 4 – Committees for effective Management and Administration

The AOA Board in line with the approved By Laws may form above suggestive or other specific Task force/Committees.

1. For effective management and administration of society a committee formation approach can be adopted in following areas:

    - Horticulture
    - Parking Management
    - Security – Physical & Electronic.
    - Club
    - Electricity, Sewage & Water Management
    - Cultural.
    - Physical Infrastructure, Beautification & Revenue Generation
    - Tenant Policy
    - Any other Administrative Area for formation of Rules/Policies

2. Tenure of Committee: Each committee shall coexist only with the tenure of each AOA Board. The Committees shall handover all records of work/deliberation and accounts after completion of the tenure.
3. Constituents: The committees will comprise of domain expertise joining voluntarily as called upon by the board and must be having at least 2 members from the board. The Committee may however be limited to 7 to 9 members. A resident may limit his membership to one committee as the above committees are expected to in force for the tenure of each AOA Board.
4. All provisions laid down in the Rule Book shall apply to members of the Committee with respect to Conflict of Interest and Code of Conduct.