

KRISHNA TOWER OWNERS WELFARE SOCIETY

Bye-laws

Version 3 · General Body review draft

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Text in green panels marks revisions incorporated or proposed in this draft. The document remains a draft until adopted by the General Body.

Chapter I — Preliminary

1. Short Title

These Bye-laws shall be called the **Bye-laws of the Krishna Tower Owners Welfare Society**.

2. Application

These provisions apply automatically to all apartment owners, co-owners, tenants, licensees, residents, and any employees utilising the property premises.

3. Address

Krishna Tower, Krishnalok Phase-2, Kanpur Road, Lucknow, Uttar Pradesh - 226401.

4. Legal Basis

(1) This association shall be registered under the Societies Registration Act, 1860 and shall be recognised as an "Association of Apartment Owners" under the Uttar Pradesh Apartment (Construction, Ownership and Maintenance Promotion) Act, 2010. Wherever any provision of these Bye-laws is inconsistent with the said Acts, the provision of the relevant Act shall prevail.

(2) These Bye-laws shall come into force from the date of registration by the Registrar of Firms, Societies and Chits, Uttar Pradesh.

5. Definitions

(a) "Board/Management Committee" — the committee of elected office-bearers entrusted with managing the Society.

(b) "Owner" — the registered owner of a flat/unit.

(c) "Family" — spouse, children (including legally adopted children), and parents.

(d) "General House" — shall comprise all the members of the Society.

(e) "AGM" — Annual General Meeting of all members (General House) of the Society.

(f) "EGM" — an extraordinary general meeting of members called on a specific subject, with a minimum notice of 7 days.

(g) "Majority" — unless otherwise specified, 51 percent of the total votes.

(h) "Competent Authority" — LEDA/LDA or Registrar of Firms, Societies and Chits, Uttar Pradesh.

(i) "Unit" — any residential or non-residential flat/unit in the building.

(j) "Voter" — an eligible member whose name appears in the voters' list prepared by the Management Committee.

(k) "Common Areas & Facilities" — all land, structures and facilities not specifically mentioned in the sale deed of an individual unit, including (but not limited to) the original land, foundations, columns, beams, external walls, staircases, corridors/lobbies, lifts and lift machine rooms, roof/terrace (including all equipment installed thereon — water tanks, solar panels, etc.), basement/stilt (unless specifically allotted to a unit), parking areas (excluding allocated spaces),

power/generator/fire control rooms, security cabins, boundary walls, main gate, internal roads/paths, gardens/lawns, sewerage and drainage systems, rainwater harvesting systems, and all community halls and office rooms within the building complex. All these shall remain under the undivided collective ownership and control of the Society.

(l) "Transfer Fee" — an amount to be determined by the General House, deposited on each transfer/sale of a unit, held in a separate fund for future major repairs.

(m) "Membership Fee" — an amount to be determined by the General House, deposited by each owner to become a member of the Society.

Chapter II — Objectives

6. Objectives of the Organization

- (i) Proper maintenance, management and operation of all common/shared areas — lifts, generators, security, parking, gardens, community halls, etc.
- (ii) Arranging security guards, CCTV and other security measures, and monitoring them regularly.
- (iii) Maintenance, repair and timely servicing of generators, lifts, drinking water supply, sewerage and drainage systems.
- (iv) Cleanliness of the premises, solid waste management and pest control.
- (v) Installation, maintenance and regular inspection of firefighting equipment; emergency preparedness.
- (vi) Managing electricity supply, lighting and other utilities in common areas.
- (vii) Fixation, collection and transparent utilisation of maintenance charges, the sinking fund and other dues for the benefit of members.
- (viii) Ensuring due transfer of common areas, appliances, and warranty documents of the building from the builder/developer to the Society.
- (ix) Coordination on unsold flats remaining with the builder and recovery of applicable maintenance charges.
- (x) Taking appropriate action against members/residents who violate Society rules.
- (xi) Promoting mutual cooperation and harmony; organising social and cultural programmes.
- (xii) Opening bank accounts, entering contracts, taking legal action, and other statutory functions.
- (xiii) Ensuring common areas of the apartment are not used by any member, or otherwise, for any commercial purpose.

Chapter III — Membership

7. Membership

(i) Eligibility: (a) the member must be the registered owner of a unit; (b) the owner must have paid the membership fee as decided by the Management Committee; (c) for a jointly-owned unit, either owner may be registered as member with a No-Objection Certificate from the other owner(s).

(ii) It is mandatory for every unit owner to become a member of the Society.

(iii) Founding office-bearer posts remain open. Names and flat numbers will be entered only after the General Body records nominations, consent and acceptance. Members may come forward or withdraw until the cut-off recorded by the General Body.

S.No.	Post	Name	Flat
1	President / Chairman		
2	Vice President		
3	Secretary		
4	Joint Secretary		
5	Treasurer		
7	Executive Member		
8	Executive Member		
9	Executive Member		

8. Transfer of Membership and Transfer Fee

(i) (a) Inform the Management Committee at least 15 days in advance of a proposed sale/transfer.

(i) (b) Obtain a no-dues certificate from the Society (issued only after all dues are paid and any cheque has cleared).

(i) (c) Inform the Society of the new owner's details within 7 days of registration of the sale/transfer deed.

(i) (d) Deposit the Transfer Fee within 7 days of registration of the sale/transfer deed.

(ii) After transfer, the outgoing owner ceases to be a member; the membership fee already deposited is forfeited.

(iii) The new owner must become a member within 15 days of registration of the sale/transfer deed, by depositing the membership fee.

In the event of subletting, the tenant's details are registered with the Society; the tenant is not entitled to voting rights.

9. Membership on Death of a Member

On the death of a member, their legal heir(s) approved by the Society are entitled to membership. If there is more than one heir, they must, by mutual consent, nominate one person as member with voting rights. All members' names are recorded in the register at the Society office.

10. Disqualification and Termination of Membership

No member is eligible to vote or contest election for any office-bearer post if: (i) their contribution to general expenditure/maintenance is in arrears for more than 60 days on the last day of the year preceding the election year; (ii) they have violated Society rules in the current or any previous year and action has been initiated against them; or (iii) they are involved in activities prejudicial to the Society's interests.

Chapter IV — Unsold Flat Provisions

11. Provisions Relating to Unsold Flats

- (i) As long as any flat remains unsold with the builder/promoter, the builder is liable for maintenance charges and other dues on that flat.
- (ii) The builder has the same voting right for each unsold flat as a normal member has for a flat.
- (iii) The Management Committee shall obtain from the builder a list of unsold flats and outstanding charges every half year.

Chapter V — The General House: Constitution and Meetings

12. Annual General Meeting

(i) The AGM is held at the end of the first quarter of each financial year. (ii) Notice, with agenda if feasible, is given via notice board, registered email, the official WhatsApp group, and the Society website if any. (iii) Endeavour is made to schedule for a weekend/public holiday. (iv) Quorum: 30% of total registered members; if not met, adjournment by up to 48 hours, after which those present constitute quorum, no fresh notice required.

13. Extraordinary General Meeting (EGM)

(i) An EGM may be convened on written request of at least 1/3 of members, or by Management Committee decision, with a minimum of 7 days' notice. (ii)-(iii) Notice and quorum follow Clause 12. (iv) The EGM discusses only the notified subject unless members present unanimously agree to add another.

14. Voting and Proxy

(i) Each member has one vote, regardless of units held — no unit-based percentage voting.

(ii) Voting by show of hands or ballot, as the Management Committee decides.

(iii) Casting/tie-breaking vote to the Chairman.

(iv) Postal ballot is permitted via registered email or through the members-only voting page of the Society's website, one vote per unit, as notified by the Committee.

(v) Proxy to a co-registered person (family/co-owner) in writing with photo, approved by the Management Committee.

15. Powers and Duties of the General House

(a) Approve annual report, income/expenditure and budget. (b) Fix membership, transfer, welfare, cultural-event and community-hall-usage fees. (c) Appoint the CA auditor and fix fees. (d) Act against defaulters/rule violations/anti-social conduct. (e) Elect and, if needed, expel office-bearers. (f) Modify office-bearer roles/powers. (g) Add/modify a Management Committee post. (h) Revise maintenance rates and penal interest. (i)–(j) Decide/amend rules of conduct and tenancy. (k) Amend bye-laws and decide dissolution. (l) Any other matter members present decide.

16. Order of Business

(a) Roll Call (b) Proof of Notice (c) Reading of Minutes (d) Report of Office Bearers (e) Report of Committees (f) Pending Business (g) New Matters.

Chapter VI — The Management Committee

The funds of the Society shall consist of membership fees, maintenance charges, transfer fees, interest earned on the Society's funds and deposits, and any other receipts approved by the General Body.

17. Formation

Chairman & President, Vice President, Secretary, Joint Secretary, Treasurer, Asst. Treasurer, and Executive Members (minimum 1, maximum 6).

18. Election and Term of Office

(i) One-year term; re-election allowed, max 3 consecutive years. (ii) Found guilty of abuse of office in a prior term → ineligible for next election. (iii) Contesting requires filing nomination papers. (iv) Only members who've paid all dues by the prescribed cut-off date may vote/contest. (v) Election completed within 45 days of AGM notice publication. (vi) Office-bearer holds office until successor is elected and the first meeting held.

19. Casual Vacancy

A vacancy from any cause other than removal (death, resignation, critical illness, etc.) is filled via nomination at an EGM; the nominated member holds office until the next AGM.

20. Removal of Office-Bearers

(i) At AGM/EGM, any office-bearer may be removed by majority vote, with or without cause, with immediate election to fill the vacancy.

(ii) Where an EGM is not feasible and the Management Committee decides expulsion is immediately required for the Society's welfare, the Committee may itself terminate/expel an office-bearer on grounds including insolvency/mental illness, anti-social activity, unauthorised construction/encroachment, or rule violations.

(iii) Before any such action, the member concerned is given an opportunity of being heard in the meeting. The motion may be moved by the Management Committee or passed in the General House/EGM.

21. Meetings of the Committee

(i) At least 4 times a year, 3 days' notice to each office-bearer. (ii) First meeting after election within 10 days, no separate notice needed if a majority are present. (iii) Special meeting by President on 3 days' notice, or on written request of 3 office-bearers. (iv) Notice may be waived in writing. (v) Quorum: 50% of office-bearers, minimum 4.

Chapter VII — Powers and Duties of Office Bearers

22. Chairman & President

Presides at all meetings, casting vote on ties, represents the Society (including before a court unless delegated), and may approve contingency expenditure up to ₹20,000/month without prior Committee approval, subject to ratification.

23. Vice President

Assumes all duties/powers of the Chairman in his absence.

24. Secretary

Conducts General House/AGM/EGM and Committee meetings; gives notice, maintains minute book/notice board/website and attendance registers; signs contracts with President's approval; conducts correspondence; runs elections and casual-vacancy nominations; reports on activities; reports rule/tenancy violations to the Committee; maintains Registrar-directed records; casting vote on ties if President & VP absent; appoints and manages temporary/casual staff with President's approval; regulates visitor/guest entry to prevent criminal activity.

25. Joint Secretary

Works with the Secretary; performs all Secretary duties in their absence.

26. Treasurer

Supervises daily/monthly cash transactions; maintains income/expenditure accounts and conducts regular audits; accountable for funds/securities; may not hold cash above ₹5,000 on any day except Sunday/public holidays; safe custody of passbooks/ledgers/FDRs; closes accounts for Secretary/President inspection; books the community hall; collects fees/charges; issues receipts; maintains Registrar-directed account books.

27. Assistant Treasurer

Works with the Treasurer; performs all Treasurer duties in their absence.

28. Executive Members

Work in close collaboration with the above office-bearers for the Society's welfare, per any role delegated to them.

29. General Powers and Duties of the Management Committee

Maintenance/repair/replacement of common areas; fee collection; hiring/removal of maintenance staff; accounting/audit procedures; asset inventory registers; "and any other role as decided by the General House/EGM."

Chapter VIII — Finance and Treasury

30. Sources of Funds

Membership fees, monthly maintenance, transfer fees, corpus fund from builder, fees for unsold flats, community facility fees, voluntary donations, and any other fee/charge levied on members/units.

31. Bank Account Operations

(i) Nationalized/scheduled bank account. (ii) Up to ₹5,000 by Treasurer alone; above that, cheque jointly signed by two of President/Secretary/Treasurer. (iii) Up to ₹20,000 by President's approval with subsequent Committee ratification. (iv) Above ₹20,000 needs prior Committee approval.

32. Investment Restrictions

Funds invested only in nationalized-bank savings/FDRs; no speculative investment. A separate Long Term Maintenance Fund covers major repairs/replacements (generators, buildings, water supply, lighting, etc.).

33. Maintenance Charges, Late Fees and Penal Interest

(i) Maintenance shall be charged quarterly in advance for the quarters commencing 1 January, 1 April, 1 July and 1 October each year, and shall be due within 15 days of the start of each quarter, as fixed by the General Body from time to time. Where a unit changes ownership or is first occupied partway through a quarter, the amount payable for that quarter shall be prorated for the number of days remaining in it. If a member fails to pay the quarterly maintenance within 30 days of the end of the quarter for which it is due, interest at the rate of 18% per annum shall be charged on the outstanding amount from the expiry of that 30-day period until payment, and the Management Committee may disconnect the defaulting member's access to common facilities (including but not limited to the common toilets, the generator, the common water supply, and recreational common areas) until the outstanding dues, together with interest, are paid in full. Reconnection of any facility so disconnected shall be subject to payment of a reconnection charge of ₹3,000, in addition to the outstanding dues and interest. Common toilets, where provided for the use of security staff, drivers and visitors, shall be maintained from the common maintenance fund of the Society.; penal interest (e.g. 1.5%/month) on delay. (ii) Over 30 days due → temporary debarment from facilities and from voting/contesting. (iii) Full-year advance payment earns a 4% discount.

34. Income and Expenditure Accounts and Publications

(i) Annual accounts prepared and audited by 31 July. (ii) Audited statement sent to every member by 15 August and displayed at the Society office. (iii) Any member may inspect the accounts and related documents during office hours and, once available, through the members-only section of the Society's website; copies shall be provided on request at reasonable cost.

35. Building Insurance

Mandatory annual Master Policy (Fire and Allied Perils, with earthquake/flood riders where possible) on structure and common areas, sized to reconstruction cost; funded through common maintenance, payable by all without exemption; at least 2–3 quotations obtained yearly; final selection by General House majority vote; policy documents kept at the Society office for member

perusal. Individual home/interior insurance is separate, optional, and the Society's responsibility does not extend to it.

Chapter IX — Use of Unit and Common Areas

36. Rights of the Society on the Roof/Terrace, Ground Floor and Common Areas

(i) Roof/terrace, unallotted basement/stilt, community hall, office rooms, and all common areas remain under undivided Society ownership; no individual member has exclusive claim unless expressly recorded in the sale deed; the builder retains no ownership, possession, or rental rights after handover.

(ii) Any pre-existing builder leases over common areas must be disclosed at handover; post-handover income from such contracts belongs to the Society.

(iii) "No part of the roof, terrace or any other common area shall be sold, leased or let for private commercial use, and no permanent structure or exclusive occupation shall be permitted. The General Body may, by a resolution supported by members representing at least two-thirds of the units, allow a specified community activity — such as a class, fitness session or hobby group primarily for residents — in a community hall or other suitable common area, for a fixed term not exceeding eleven months at a time, on written terms covering hours, the fee payable to the Society, safety, insurance, cleaning and noise. All such income shall be credited to the Society. Any permission may be withdrawn on one month's notice, or immediately for breach."

(iv) The Society is responsible for maintaining all rooftop equipment (water tank, rainwater harvesting, solar panels, etc.).

37. Restriction of Use

(a) Residential-only use; no commercial parking use, including for tenants. (b) No construction or alteration affecting the structure, façade or common areas shall be made without the prior approval of the Society and of the Competent Authority for that subject, as listed in Appendix B. (c) No exemption from common expenses for vacant/unused units. (d) Staircases, fire exits, fire doors, hydrants, extinguishers, shafts and electrical panels shall be kept completely clear. Personal items placed close to a member's own door in a corridor or landing — such as a footwear rack, plant pots or an air-conditioner unit — are permitted if a clear walking path is maintained and nothing blocks an escape route. Where a fire-safety inspection or Fire NOC requires changes, the Committee shall consult the affected members, agree a common solution and allow reasonable time to comply. Disputes shall first be resolved amicably through the Committee; recourse to an external authority shall be the last step.

38. Right of Entry

(i) Members shall allow access to their unit in an emergency under the following protocol: (a) where there is immediate danger to life or property — fire, gas leak, serious water or electrical hazard, or a medical emergency — entry may be made at once by the fire service, the police, or at least two Committee members accompanied by a guard; (b) in an urgent situation that is not life-threatening, such as a leak damaging other units, entry may be made only after reasonable attempts to reach the owner, occupant, emergency contact and key holder have failed for at least two hours; (c) for a planned inspection or repair, at least 48 hours' written notice shall be given and entry made only in the presence of the owner or their representative. Every emergency entry shall be recorded with photographs, the owner informed immediately, and the unit secured afterwards. (ii) Advance notice for planned electrical/mechanical service work.

39. Damages

Damage to common areas or another unit from a member's (or their family/guest/tenant/contractor's) negligence is recoverable from that member.

40. Mortgage Notice

A member who mortgages their unit — for example, to take a home loan — shall inform the Society of the lender's name, and the Society shall record it in the Unit Mortgage Register. The Register records only the lender's name and the date; loan amounts are not required. It enables the Society to issue no-dues or no-objection letters to the lender, and ensures the lender's interest is known before any transfer of membership. Any member keeping a pet animal shall register the pet with the Management Committee and comply with the pet-related conditions prescribed in the House Rules.

Chapter X — Conduct and Discipline

41. Rules of Conduct

(a) No advertisement/poster without Society permission. (b) No loud music/loudspeakers after 10pm; no bands. (c) Garbage only at designated places. (d) Generator used only as needed; misuse prohibited. (e) Owner liable for guest/tenant/contractor misconduct. (f) Mandatory police verification within 7 days of renting out. (g) Any other rule decided by General House/AGM/EGM. (h) Binding on all members and residents.

42. Visitor/Guest Regulation

Entry strictly regulated; owner responsible for guest conduct; security may restrict entry on suspected criminal activity.

43. Penalty for Contravention

Written warning for a violation; repeated violations may draw a fine up to ₹5,000 or other appropriate action.

Chapter XI — Dispute Resolution

44. Grievance Redressal Procedure

(i) Complaints go in writing to the Secretary first. (ii) The Management Committee "shall try" to decide, after hearing the matter, within 15 days. (iii) If unresolved, it goes to a General House special meeting and may ultimately reach the competent authority/court.

Chapter XII — General Provisions

45. Common Seal

Held by the Secretary; used only as authorised by a Management Committee resolution.

46. Compliance

Any provision inconsistent with the Societies Registration Act, 1860 or the UP Apartment Act, 2010 is superseded by the relevant Act.

47. Amendment of Bye-laws

Amendments require AGM/EGM approval by members representing at least 2/3 of total units, plus prior Competent Authority approval, then notification to the Registrar of Firms, Societies and Chits, UP.

This is the clause that protects every other safeguard in this document, including the fixes proposed above, once adopted.

48. Proceedings of the Society

Suits/proceedings by or against the Society are instituted in the Society's name through the President or Secretary.

49. Dissolution

Dissolution requires a 3/5 majority of members present at a special meeting, under Sections 13 and 14 of the Societies Registration Act, 1860; remaining property disposed of per the Act with members' consent.