

I/133281/2021

Government of West Bengal
Housing Department
Law & Apartment Cell
New Secretariat Buildings
1, Kiran Shankar Roy Road
Kolkata 700001

HO-23011(11)/2/2021-APARTT CELL

12/05/2021

Circular

All the Association of Apartment Owners (Associations) registered under the West Bengal Apartment Ownership Act, 1972 are guided by and administered in accordance with the **West Bengal Apartment Ownership Bye-laws, 1974 (Bye-laws)**. It is felt necessary to issue a copy of updated bye-laws in the public domain so that the users of these Bye-laws will find it easily and administer the Associations in accordance with law.

In view of this the Bye-laws as amended from time to time till its last amendment as of date *vide* Notification No. 27-1M-2/2020, dated 17th August, 2020 have been updated by way of making necessary changes in the text of said Bye-laws and hereby shared as annexure of this Circular for the purposes stated herein above.



(Debasis Ghosh)

Competent Authority
under the West Bengal Apartment Ownership Act, 1972

West Bengal Apartment Ownership Bye-laws, 1974

Notification No. 1505-HIV, dated 23rd November, 1974.—In exercise of the power conferred by sub-section (1) of section 13 of the West Bengal Apartment Ownership Act, 1972 (West Ben. Act No. XVI of 1972), the Competent Authority hereby makes, with the prior approval of the State Government, the following bye-laws, namely:

CHAPTER I

Preliminary

1. Short title, commencement and application.—(1) These bye-laws may be called the West Bengal Apartment Ownership Bye-laws, 1974.

(2) These bye-laws shall come into force on the date of their publication in the "*Calcutta Gazette*".

(3) These bye-laws shall apply to all the properties submitted by the owners thereof to the provisions of the West Bengal Apartment Ownership Act, 1972 (West Ben. Act No. XVI of 1972).

2. Definitions.—(1) In these bye-laws, unless the context otherwise requires—

(a) "**the Act**" means the West Bengal Apartment Ownership Act, 1972 (West Ben. Act No. XVI of 1972);

(b) "**Apartment Owner**" means the person owning or deemed to be owning an apartment under the Act;

(c) "**appointed day**" means the day on which these bye-laws come into force;

(d) "**Association**" means an Association of Apartment Owners;

(e) "**Board**" means a Board of Managers of an Association of Apartment Owners;

(f) "**Financial Year**" means the year commencing on the first day of April;

(g) "**Form**" means a form appended to these bye-laws;

(h) "**Member**" means a member of an Association;

I/133281/2021

- (i) "**President**" means the President of Board, and also of an Association;
- (j) "**Property**" means property submitted to the provisions of the Act under section 2; and
- (k) "**Section**" means a section of the Act.

(2) All expressions used but not defined in these bye-laws and defined in the Act shall have the same meanings' as have been respectively assigned to them in the Act.

CHAPTER II

Formation of Association of Apartment Owners

3. Formation of the Association.— (1)(a) There shall be, in respect of each property, an Association, and each apartment owner of such property shall be a member of such Association;

(b) where an apartment owner transfers his apartment by sale or leases out the same he shall cease to be a member of the Association concerned from the date of the sale or lease, as the case may be, and the purchaser, or lessee, becomes immediately a member of the said Association in place of the transferor;

(c) where more persons than one jointly own an apartment, such persons shall nominate one of themselves to be a member of the Association concerned, and immediately send intimation in respect thereof to the Board concerned.

(2) Within forty-five days from the appointed day or from the date of acceptance of Form A whichever is later, or within such further period as the Competent Authority may, on application made to it or of its own motion, allow, the apartment owners of each property, owned by four or more apartment owners, shall in a general meeting to be held on such date and at such time and place as may be convenient to all such owners and to be presided over by an apartment owner chosen by the apartment owners present in such meeting, form an Association under some specific name and style, and the apartment owner presiding over such meeting shall immediately communicate the formation of such an Association along with the names of the members thereof, in

I/133281/2021

Form No. 1 to the Competent Authority which shall register the Association under a serial number, and cause the names of the members thereof to be entered in the book kept in its office for the purpose.

Explanation.— For the purpose of this clause, a person owning more than one apartment, shall be deemed to be one Apartment Owner.

4. Powers and functions of an Association.—(1) The final authority of an Association shall vest in the general meeting of the members, which shall administer the property concerned in accordance with the Act and these bye-laws and exercise general supervision over the affairs and business of the Association and, in particular, over the activities of the Board.

(2) The functions of an Association shall be--

- (i) to raise funds for the Association as provided for in the Act and these bye-laws;
- (ii) to provide for maintenance, repair and replacement of the common areas and facilities of the property and payments thereof;
- (iii) to provide for proper maintenance of accounts;
- (iv) to provide for and do any other thing for the administration of the property.

(3) The annual general meeting of the Association shall be held in the month of May each year.

Provided that if the annual general meeting including the election of managers of the Association could not be held in the month of May due to natural calamities or force majeure or any other disaster like Corona Virus Disease-19 (Covid-19), the Board shall forthwith take steps to pass a resolution through circulation among all the members of the Association for continuance of the existing Board for a further period of time till such circumstance exists and shall hold the annual general meeting within a fortnight from the date when the circumstances which prevented the Association to hold the annual general meeting including the election of

I/133281/2021

managers in the month of May ceases to exist. Such resolution through circulation shall be treated as passed only when at least one-third of the members of the Association agree in writing on such resolution.

Provided further that the Association may also decide to conduct annual general meeting for election of managers in terms of provisions of bye-laws on expiry of term, instead of extension of term of the Board

(4) The business of the annual general meeting of an Association shall be—

- (a) to consider the annual report of the Board;
- (b) to consider the audit report and the audited annual financial statement of accounts;
- (c) to consider and approve the annual budget for the next financial year, including
 - (i) determination and assessment of monthly contribution to be made in the next financial year by each apartment owner towards common expenses; and
 - (ii) retention or letting out of the common areas and facilities, as described, for shopping, commercial or other purposes in the Declaration made and submitted under section 2, read with section 10;
- (d) to elect Managers of the Board from among the apartment owners to fill up vacancies. The election of the managers may be held on any other suitable day of the month of May within fifteen days from the date of Annual General Meeting as may be decided by the Board, and;
- (e) to transact any other business that may be laid before the meeting by the Board or be considered by the annual general meeting, to be necessary for the administration of the property.

(5) On requisition of two-thirds members of an Association or of

I/133281/2021

the Board or as required under these bye-laws, special general meeting of such an Association may be held as often as may be necessary to consider all or any of the subjects specified to be the business of the annual general meeting and any other, business of general Importance in the interest of the Association and within the scope of the Act and these bye-laws.

(6) A notice of a general meeting including an annual general meeting stating the place, date and hour of the meeting together with a list of business to be transacted thereat, shall be sent to every member at least seven clear days before the date of the meeting and no business other than those mentioned in the said list shall be transacted at such meeting.

(7) The general meeting shall be presided over by the President and, in his absence, by a member to be chosen by the members present in such meeting.

(8) Subject to the minimum of three, the quorum for a general meeting shall be one-third of the total number of the members.

(9)(a) All questions which may come up before any general meeting shall be decided by a majority of the members present and voting, and in the event of equality of votes, the President or, in his absence, the member presiding shall have and exercise a second or casting vote. Voting shall be by show of hands. Every decision shall be taken in the form of resolution and the decision of the general meeting shall be binding on the Board and all the members of the Association.

(b) Votes shall be cast in person.

(10) If within half an hour from the time appointed for the meeting there is no quorum, the meeting shall stand adjourned ordinarily to the same day on the next week to be held at the same place and time and the fact of the adjournment shall be notified at the office of the Association or at any other conspicuous place within the compound of the apartment building or estate:

Provided that no quorum shall be necessary at an adjourned meeting.

I/133281/2021

(11) Every Association shall cause minutes of proceeding of general meeting to be recorded in a book kept for the purpose. The minutes are to be drawn up by the Secretary of the Association and shall be duly signed by the person presiding over the meeting, on the termination of the meeting or as early thereafter as possible.

(12) An Association shall observe such other rules or procedure in regard to the transaction of its business in a general meeting as may be determined by its members in consistent with these bye-laws.

CHAPTER III

Constitution of a Board of Managers and its functions

5. Constitution of a Board and its functions.—(1) There shall be a Board of Managers in respect of each Association to carry on and manage the affairs and business of the Association and to exercise all such powers of the Association as are not required to be exercised by the Association in a general meeting.

(2) The number of Managers of a Board shall be equal to one-third of the number of the apartment owners of the property concerned but in no case it shall be less than three or more than twenty-four.

Explanation

(a) Where, in a property, a person owns more apartments than one, he shall, for the purpose of this clause, be deemed to be one apartment owner.

(b) While computing, for the purpose of this clause, one-third of the number of apartment owners of a property, a fraction exceeding one-half shall be deemed to be one whole.

(3) Within fifteen days of formation of an Association under clause (2) of bye-law 3, the apartment owner presiding over the general meeting referred to in the said clause shall serve notice upon each member of such Association fixing therein the date (not before fifteen days from the date of issue of such notice) on which and the time and place at which a special general meeting shall

I/133281/2021

be held for election of the Managers of the Board of such Association by secret ballot in such manner as may be decided at the said meeting.

(4) The service of the notice referred to in clause (3) shall be effected by personal service or through letter sent by registered post.

(5) After the Managers of the Board are elected as aforesaid, the Board shall, within ten days of the date of election of its Managers, hold its first meeting and elect its President who shall forthwith forward the names of the President and of the Managers of the Board in Form No. 3 to the Competent Authority, which shall cause those names to be entered in the relevant register to be maintained in its office for the purpose.

5A. Tenure of the Board.- The tenure of each Board of Managers shall be three years:

Provided that any Board elected before 1st May, 2016 shall have tenure of one year only.

6. Meeting of a Board.—(1) A Board shall meet at least once a month and shall be presided over by its President and in his absence, by a Manager to be elected by the Managers present in the meeting.

(2)(a) A Board shall meet on such date, at such time and place and after giving such notice and shall observe such rules or procedure in regard to the transaction of its business at its meeting as may be determined by such Board.

(b) On the written requisition of at least one-third of Managers of the Board at the initiative of the President, special meeting of the Board may be held after serving clear three days' written notice to each Manager, stating therein the date, place, time and purpose of the meeting.

(3) No business shall be transacted at a meeting of a Board unless there is present at such meeting at least one-third of its Managers, subject to a minimum of two.

(4)(a) All questions which come up before any meeting of a Board shall be decided by a majority of votes of the Managers present

I/133281/2021

and voting, and in the event of equality of votes, the President and in his absence the Manager presiding shall have and exercise a second or casting vote.

(b) The minutes of all the meetings of the Board shall be recorded by the Secretary and duly signed by the President or the Manager presiding over the meeting, as the case may be.

7. Omitted by notification No 135-HIV/1MC -11/2015 dated 26.02.2016

8. Removal of Managers.—(a) A Manager may be removed from office at any special general meeting of the Association, convened on the requisition of the Board, by a vote of the majority of the apartment owners present and thereupon a successor shall be elected from among the apartment owners at that meeting. The Manager so elected shall remain in office for the residue of the term of the Manager on whose removal he has been elected.

(b) Any other casual vacancy in the office of any elected Manager by resignation or death shall be filled up by the remaining Managers by cooption of a Manager within six weeks from the date of the vacancy. The Manager so co-opted shall retire at the next annual general meeting and the vacancy shall be filled up by election of a Manager for the remaining period of the term, if any, of the Manager in whose place the vacancy originally occurred.

9. Disqualifications for being Managers.—(1) Any apartment owner, who fails to pay by the 30th April in any financial year any installment of his contribution towards the common expenses which may have been assessed by the concerned Association in that financial year, shall not be entitled—

(a) to vote at any election of the Managers of the Board concerned, and

(b) to seek election for the office of the Managers of the Board concerned, till all his arrears are cleared.

(2) An apartment owner who has not attained the age of 21 years shall not be qualified for election as a Manager.

I/133281/2021

[(3) * * *]

10. Powers and duties of the Boards.—(1) Subject to the final authority of the Association in general meeting it shall be the duty of a Board to do all such acts and things and take all such steps as may be necessary and expedient for carrying out the purpose of the Act and the bye-laws, and, in particular, it shall be directly responsible for-

(i) the care, up-keep, maintenance, repairs and replacement of the common areas and facilities including the limited common areas and facilities of the property concerned, as referred to in sub-section (2) of section 13;

(ii) the collection of money, including arrears, due from each apartment owner on account of monthly assessment made by the Association concerned for payment towards common expenses;

(iii) the collection of monthly rents out of the common areas and facilities let out for shopping, commercial or other purposes, as specified in the Declaration submitted under section 2 read with section 10;

(iv) the proper maintenance of the funds and accounts of the Association concerned, and, if necessary, for the building up of a reserve fund out of the common profits left over after meeting the common expenses;

(v) securing and furthering the interests of the Association concerned in every possible way;

(vi) hearing and dealing with all complaints.

(2) A Board, subject to any direction of the Association in general meeting, shall

(i) receive and disburse money, sanction working expenses, ensure regular and day-to-day maintenance of the cash book under the supervision of the Treasurer and make arrangements for daily verification of the cash balance;

(ii) enter the accounts of the Association concerned in proper book timely and regularly, and make provisions for inspection thereof from time to time;

(iii) maintain the accounts of the money received and

expended for and on behalf of the Association concerned and the accounts of the assets and the liabilities thereof;

(iv) prepare and place before the annual general meeting of the Association an annual report, an audited annual financial statement and annual budget estimate;

(v) prepare all statements, accounts and returns and comply with all other requisitions, as may be made by the auditor for the purpose of auditing the accounts of the Association;

(vi) remove and rectify all defects and irregularities pointed out at the audit;

(vii) convene a special general meeting of the Association on requisition referred to in clause (5) of bye-law 4;

(viii) convene annual general meeting of the Association in due time;

(ix) realise and enforce realisation of all dues of the Association and meet all its liabilities;

(x) let out common areas and facilities for earning common profits, settle terms and conditions for such letting out, and revoke and alter such terms and conditions from time to time, as may be necessary;

(xi) enter into all such agreements and make all such arrangements as may be necessary for the proper and effective maintenance, repair and replacement of the common areas and facilities and make payments therefor;

(xii) institute, defend, or compound any legal proceedings for and against the Association or the property and for any offence of contravention or breach of any provision of the Act or the bye-laws;

(xiii) improve the conditions of general welfare of the apartment owners, within the scope of the Act and the bye-laws;

(xiv) maintain an up-to-date Register of apartment owners in Form No. 4;

(xv) perform any other duty or discharge any other function as the Association in general meeting may direct under the Act and the bye-laws.

11. Election of Officers, appointment of Staff and removal of Officers.—

(1) *Election of officers.*— (a) The President, Secretary, treasurer and such other officer as may be necessary shall be elected by the Board from amongst the managers of the Board at the first meeting of each Board.. A Manager shall be eligible for being re-elected as President, Secretary, Treasurer or any other officer.

(2) *Appointment of staff*— (a) A Board may appoint other officers and employees to assist it in efficient discharge of its business under the Act and these bye-laws. Such officers and employees may be paid such remuneration or allowances as may be determined by the Board.

(b) A Board shall, subject to the approval of the Association determine the terms and conditions of service of its officers and employees referred to in sub-clause (a).

(3) *Removal of officers.*— (a) The President, Secretary, Treasurer or any other elected officer of a Board may be removed from such office by vote of not less than two-thirds of the Managers of the said Board in the meeting that shall be specially convened for the purpose by the President of the said Board on the requisition of at least one-third of the Managers of such Board:

Provided that the President or any other officer whose removal has been proposed shall be given an opportunity of being heard at the meeting specially convened for the purpose.

(b) When an officer has been removed at meeting, the Board shall thereupon at the said meeting elect a new officer in place of the officer removed, from amongst the existing Managers of the Board, and shall forward the name of the officer so elected, to the Competent Authority for its record.

12. Resignation of Officers.—The President, Secretary or any other elected officer may resign his office any time by a notice to the Board. On receipt of the notice the Board shall as early as possible at a meeting consider the matter and on the resignation being accepted shall forthwith elect another officer from amongst the Managers of the Board in place of one who has resigned.

13. Delegation of powers by a Board.— (1) The President, Secretary, Treasurer and other officers appointed by a Board shall

I/133281/2021

exercise such powers, perform such duties and discharge such functions as may be assigned to them by such Board from time to time.

(2) Subject to the provisions of the Act and of these bye-laws, a Board may delegate such of its powers, duties and functions to its President, Secretary or other officers, as it may think fit, in the interest of efficient discharge of its business for the administration of the property, provided that the President shall be the Chief Executive Officer of the Association and shall exercise general control and supervision of the affairs and officers of the Association and the Board.

14. Constitution of Sub-Committee.- (1) A Board may, from time to time, constitute, if necessary, sub-committees from amongst its Managers and other apartment owners for general or specific purposes to assist it in the efficient discharge of its functions under the Act and the bye-laws.

(2) The reports or views of the sub-committee shall be received by the Board and considered at its meeting as early as possible for such action as may be thought fit.

15. Office of Board.-A Board may, subject to the approval of the Competent Authority, set up its office at such place or places, as it may think suitable.

16. Budget and supplementary estimate.- The Board shall, before the 1st day of May each year, cause to be prepared and submitted before the annual general meeting of the Association a budget estimate showing in details anticipated income and expenditure of the Association under different heads for the next financial year, and the annual general meeting of the Association shall consider and approve the budget with such additions, alterations or modifications, if any, as it may deem fit:

Provided that in the financial year in which an Association is formed and its Board is constituted, a budget estimate for the year or part of the year, showing in details the anticipated income and expenditure of the Association under different heads including the assessment that may be levied by the Association on its members for payment towards common expenses and other receipts, if any, shall be prepared and submitted by the Board, within thirty days

from the date of election of the President, Secretary and Treasurer, before a special meeting of the Association, and the said meeting shall expeditiously consider and approve the budget with such addition, alteration and modification, if any, as it may deem fit:

Provided further that the Board may at any time during the year and part of the year for which any budget estimate has been approved, cause a supplementary budget estimate, if necessary, to be prepared and submitted to a general meeting of the Association specially convened for the purpose for approval in the same manner as in the case of an original budget estimate.

CHAPTER IV

Accounts and Audit

17. Finance, Audit and Accounts.— (1) Each Association shall have a fund to be called the Apartment Owners' Association Fund to which shall be credited-

- (a) all the dues of the Association, on account of any assessment or otherwise, collected from its members, or on account of any rent collected from its tenants;
- (b) any amount by way of advance, grant, donation, loan or otherwise, received or raised by the Association; and
- (c) any other amount due, payable, or made over, to the Association.

(2) Loans may be raised by an Association subject to the approval of the Competent Authority on such terms and conditions as the Competent Authority may impose.

(3) An account shall be opened in the State Bank of India or in any Nationalised Bank, in the name of the aforesaid fund and all the money of the said fund shall be deposited in the said bank to the credit of the aforesaid fund and such account be operated by the President and the Treasurer jointly, and payments above rupees five thousand shall be made by cheques:

Provided that the Treasurer may, for defraying petty expenses, retain such amount of cash in his hands as the Association from time to time decides.

I/133281/2021

(4) The funds of the Association may be invested to any of the securities specified in section 20 of the Indian Trusts Act, 1882 (2 of 1882) or in any other manner approved by the Competent Authority.

(5)(a) The accounts of the aforesaid fund shall be maintained in such manner, as may be directed by the Association from time to time, and be audited within three months from the end of each financial year, by an auditor to be appointed by the Association.

(b) A copy of the audited accounts of each Association along with auditor's report thereon shall be expeditiously forwarded to the Competent Authority, and the said Authority shall have the power to issue directions to the Association or the Board from time to time with reference to such report and such directions shall be binding upon the Association and the Board,

(6)(a) An Association shall, as soon as may be, establish reserve fund out of the common profits, if any;

(b) the reserve fund shall belong to the Association and be indivisible and no member shall have any claim to a share in it;

(c) the reserve fund may be used for any purpose that may be sanctioned by the two-thirds majority of the members of the Association, if the Competent Authority so permits;

(d) the reserve fund may be invested in any of the ways referred to in clause (4).

18. Pass Book of Apartment Owners.— Each apartment owner shall have a separate Pass Book for each year in which the Secretary shall enter—

(a) the amounts received by him during the year from the apartment owner;

(b) amounts of the apartment owner's contribution payable by him for the year towards the common expenses;

(c) amounts payable by the apartment owner for the year on account of assessment made by the Association and on any other account; and

(d) the apartment owner's share for the year in the common

profits, if any.

19. Publication of audited Annual Financial Statement.—(a) Each Association shall, on or before 31st day of July each year, publish an audited annual financial statement in respect of the preceding financial year describing *inter alia*--

(i) the details of its profit and loss account,

(ii) its total receipts and expenditure,

(iii) a summary of the details of the property concerned, and

(iv) the details of the assets and liabilities of such Association, as they stand at the end of the financial year concerned;

(b) the audited annual financial statement shall be open to inspection by any member of the Association during office hours and a copy thereof shall be forwarded to the Competent Authority not later than the 15th day of August of each year;

(c) every audited annual financial statement shall be accompanied by complete list of apartment owners of the property concerned;

(d) a copy of the last audited annual financial statement together with the report of the auditor thereon shall be kept in a conspicuous place in the office of the Association.

CHAPTER V

Assessment of common expenses by Association and realisation thereof

20. Assessment of the share of common expenses.—(1) Every apartment owner of the property shall be assessed with such sum, being his share of the common expenses for the year as may be determined by the Association concerned to defray the common expenses which may include an insurance premium and any repair and reconstruction work in case of hurricane, fire, earthquake or any other kind of hazard or calamity.

(2) The assessment in clause (1) shall be made *pro rata* according to the built-up area of the apartment unit as specified in the Declaration in pursuance of the provision of clause (g) of sub-section (1) of section 10.

21. Payment of common expenses.— The assessed sum on account of common expenses shall be payable by each apartment owner in equal monthly or quarterly installments, as determined by the Association concerned, within fifteen days from the expiry of the month or the quarter, as the case may be.

2. Manner of payment of common expenses.— Every apartment owner shall pay to the Treasurer the sum payable by him on account of the assessment made upon him by the Association concerned within such period and in such manner as the Association may direct and the Treasurer shall, on receiving such payment, issue receipts in respect thereof.

23. Preparation and publication of list of defaulters.— At a meeting of the Board at the end of a month or a quarter, as the case may be, the position of realisation of the sums assessed on account of common expenses shall be reviewed and a list of the defaulters shall be prepared and published in a conspicuous place of the office of the Board with a notice for payment of the arrears within fifteen days from the date of the notice.

24. Steps to be taken for realisation of arrears.— If the arrears be not paid within the period referred to in bye-law 23, the next meeting of the Board will consider the case of the defaulters individually and will take such steps for realisation, as may be considered necessary, including the prosecution of the defaulting apartment owner for noncompliance with, and breach of, the provisions of Act and the bye-laws.

CHAPTER VI

Other duties and obligations of the Apartment Owners

25. Duties and liabilities of the Apartment Owners.— (1) Every apartment owner shall, on being directed by the Board, immediately undertake and complete all maintenance and repair work within his own unit, which, if delayed, is likely to affect the property concerned, wholly or in part, and he shall be solely

I/133281/2021

responsible for the damage that his failure to undertake such work may cause to the said property or part thereof and shall also be liable on the said account for payment of damages as may be determined by the Board.

(2) All the repairs, required to be effected in respect of the doors, windows, internal installations (including sanitary installations) in connection with, or in relation to water, light, gas, power sewage, televisions, air conditions, and all other kinds of accessories within the area of such apartment, shall be undertaken at the expenses of the owner of the apartment concerned.

(3) The owner of an apartment shall reimburse the Association for any expenditure that may have been incurred by it for repairing or replacing anything pertaining to common areas and facilities, such repairing or replacing being required to be effected due to any damage caused by such apartment owner in respect of the common areas and facilities.

(4) All apartment units, except those specifically meant for non-residential purpose, shall be utilised for residential purpose only and no apartment owner shall utilise them, or any portion thereof except for residential purpose.

26. Board to be notified when structural additions or alterations, etc. of apartment are intended.— (a) An apartment owner intending to make any structural additions or alterations in his apartment shall notify the Board concerned giving details thereof in writing, and the Board shall, after hearing the apartment owner concerned and making such enquiry as it may deem fit, either permit or refuse, within thirty days of the receipt of such notice for such additions or alterations. Where no intimation is received from the Board within the aforesaid period, the Board shall be deemed to have permitted structural additions or alterations sought to be made by the apartment owner.

(b) An apartment owner being aggrieved by the decision of a Board refusing structural additions or alterations in his apartment may, within thirty days from the date of such refusal or within such further period as the Association concerned may permit, appeal to the concerned Association which shall expeditiously dispose of the appeal:

I/133281/2021

Provided that no order to the prejudice of an apartment owner shall be made without giving an opportunity of being heard.

27. Encumbrance of apartment to be notified to the Board.—

An apartment owner who mortgages his apartment or otherwise encumbers it shall immediately notify the Board concerned the name and address of his mortgages or the details of the encumbrance, as the case may be.

28. Sale of apartment to be notified to the Board.—

An apartment owner who sells or otherwise transfers his apartment shall immediately notify the Board of the fact stating the name of the purchaser or transferee and his address.

Similarly the purchaser or transferee of the apartment shall immediately apart from executing and registering an instrument in the form, as provided for in clause (ii) of sub-section (3) of section 4, notify the Board concerned about his ownership or interest, as the case may be, of the apartment in question.

29. Use of common areas and facilities.—

The owner or occupier of an apartment shall not place or cause to be placed in the lobbies, vestibules stairways, corridors, elevators and other areas and facilities, both common and restricted, any furniture, package or object of any kind, and such areas shall be used for no other purpose than for normal transit through them.

30. Right of entry into an apartment.—

(a) The owner or occupier of an apartment and, in his absence, the oldest member of his family present in the apartment shall in case of any emergency originating in or threatening such apartment, grant the right of entry into such apartment to any officer, Manager of the Board concerned or resident of the property concerned to enable him to take immediate suitable steps in the interest of safety, preservation or maintenance of the particular apartment, the neighbouring apartments or the entire property concerned.

(b) The owner or occupier of an apartment shall grant right of entry in the apartment to the owner of any other apartment of the property concerned or his representative for the purpose of installations, alterations or repairs of the common mechanical or electrical services of the property concerned,—

(i) in ordinary cases, with sufficient notice and at reasonable time, and

(ii) in an emergent case, immediately.

31. Restriction on certain acts.—No resident of any apartment of the property shall—

(a) post any advertisement or poster of any kind in or on the building comprised in such property without permission of the Board concerned;

(b) make any noise or use or play any musical instrument, radio, television or amplifier in such high pitch, or do any work or thing, or act or conduct himself in such way, that may reasonably cause irritation, annoyance or disturbance to any other resident or residents;

(c) keep any domestic animal within the property without abiding by the relevant municipal by-laws and regulations;

(d) hang cloths and garments from the windows or balconies of his apartment causing inconvenience or irritation or annoyance to any other resident or residents;

(e) throw garbage or refuse outside the dustbins provided within the common service areas';

(f) take up wiring for electrical and telephone installation, television antennae, machines or air-conditioning units on the exterior of the property concerned that protrudes through the walls or roof of that building except as authorised by the Board; and

(g) arrange any public function in any part of the property, except with the permission of the Board.

CHAPTER VII

Miscellaneous

32. These bye-laws are mandatory and breach of any of these bye-laws Bengal any apartment owner is an offence punishable under sub-section (1) of section 16A.

33. Seal of the Association.— The Association shall have a common seal in its name and style which shall remain in the custody of the Secretary and shall be used only under the authority of the Association and of the Board concerned.

I/133281/2021

Form 1

(See Bye-law 3(2))

To
The Competent Authority
Under The West Bengal Apartment Ownership Act, 1972

Sir,

I hereby communicate that in a general meeting duly held on.....presided over by the undersigned, the Association of apartment owners under the name and style of.....for our property at.....already submitted to the provisions of the West Bengal Apartment Ownership Act, 1972, has been formed under the bye-laws framed under the said Act with the following as members thereof:

Name of the member:

No. of the apartments in the
building owned by him/her.

(1) Shri/Smt.

(2) Shri/Smt.

(3) Shri/Smt.

(4) Shri/Smt.

and so on

Yours faithfully,
Signature of the apartment owner
presiding over the general meeting

Date:.....

Place:.....

Form 2

[Omitted by Notification No. 86/MIV/IM-1/91, dated 13.05.1991].

Form 3

[See Bye-law 5(5)]

To
The Competent Authority
Under The West Bengal Apartment Ownership Act, 1972
.....

I/133281/2021

.....

Sir,

In the first meeting of the Board of Managers held today in accordance with the bye-laws framed under the West Bengal Apartment Ownership Act, 1972, I have been duly elected President of the said Board for the Association of the apartment owners in respect of the property at.....and I do hereby forward to you the names of the President and of the Managers of the Board as follows:

- | | | |
|-----|-----------|-----------|
| (1) | Shri/Smt. | President |
| (2) | Shri/Smt. | Manager |
| (3) | Shri/Smt. | Manager |
| (4) | Shri/Smt. | Manager |

Yours faithfully,
Signature of the President

Date.....

Place.....