



ALAKTIKA HOUSING COMPLEX, NEW TOWN

Annual Report 2011-12

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1. Introduction

Alaktika Housing complex, New Town, is situated in Action Area II, New Town near City Centre 2. The housing Complex has been built by Bengal Peerless Housing Development Company Limited, Kolkata during 2005-2008. The Housing Complex consists of 390 flats, having two Community Halls renamed as Community Hall A (erstwhile HIG Community Centre) and Community Hall-B (erstwhile MIG/LIG Community Centre). The Association has been registered under The West Bengal Apartment Ownership Act, 1972.

The main purpose of the society is to maintain and develop the common areas of the housing complex properly - economically and efficiently keeping in view of the adage **“Cleanliness is next to Godliness.”**

This year, the Association had set out with goals of bringing transparency in processes, improving communication with the residents, improving the budget/financial planning, improving recreational facilities and improving the general maintenance of facilities and security. The board has tried to achieve as much as one could towards these goals.

In this report we have incorporated the Bye laws, Resident Guidelines and Residents’ Directory which has been compiled from the data furnished by BPHDCL and from website log-in data. In case of any error in the directory the same may please be informed for correction.

The Housing Complex now has a website **www.alaktika.mycolony.in**. Members can log in using their flat no as user id and password forwarded to individual flat owner through their mobile no. In order to establish better and effective communication amongst the flat owners/residents all important notices are uploaded in website. Further SMS communication service has also been created free of cost through net. All are requested to make use of these facilities as postal communication has become expensive and many a times do not reach the addressee if sent by ordinary post.

This annual report outlines the activities and outcome of the different initiatives undertaken during the last one year.

The Board Managers thank all the apartment owners for their help, suggestions and support in running the affairs of the association.

§§§§§§§§§§§§§§§§

2. Copy of Association Registration Certificate

GOVERNMENT OF WEST BENGAL
DEPARTMENT OF HOUSING
LAW (PROMOTERS) CELL
NEW SECRETARIATE BUILDINGS (3RD FLOOR, C-BLOCK)
1, KIRAN SANKAR ROY ROAD, KOLKATA-1

No.358-HIV/1D-24/2008.

Dated, Kolkata, the 07.07.2010.

From: The Competent Authority under the West Bengal Apartment Ownership Act, 1972.

To
Sri Krishna Gopal Nandi,
Flat No.2D - 802,
Alaktika Housing complex,
Rajarhat New Town,
Kolkata - 700 157.

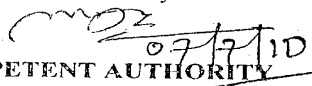
Subject: Registration of Apartment Owners' Association.

Sir,

With reference to your application in Form No.I under Bye Laws no.3/ (2) I am to state that the Association formed in the general meeting duly held on 02.05.2010 by the Apartment Owners of the premises no. Action area II, Plot No.II B/2, Mouza - Noapara, Rajarhat New Town, 24 - Parganas(North), under the name and style of "ALAKTIKA HOUSING COMPLEX", New Town, is hereby registered this day of 7th July, 2010 bearing serial No.19A of 2010.

In any future communication, the registration number should be quoted for ready reference.

Yours faithfully,


COMPETENT AUTHORITY

Competent Authority Under
the W.B. Apartment Ownership Act - 1972
(West Bengal Act XVI of 1972)
Govt. of W.B. Housing Dept.

3. Notice for 2nd AGM

ALAKTIKA HOUSING COMPLEX, NEW TOWN
RAJARHAT, ACTION AREA I I D, P.O. HATIARA, KOLKATA – 700157
TELEPHONE NO 033 40620274
website: www.alaktika.mycolony.in e-mail: alaktikahc@gmail.com
REG.NO. 19A, OF 2010 DT. 7th JULY 2010

PRESIDENT
Bidyut Kanti Ghosh

Ref.: ALK/AGM/2011-12

Date: 19th Dec 2011

VICE PRESIDENTS
Samir Kumar Nath
Apurva Sinha Roy

To

NOTICE FOR 2nd ANNUAL GENERAL MEETING

The 2nd **ANNUAL GENERAL MEETING** of the Association for the year 2011-12 shall be held on **12th FEBRUARY, 2012 (Sunday)** at 10.30 AM at the premises of ALAKTIKA Housing Complex to transact the following business:-

SECRETARY
Sujit Goho

1. Confirmation of the minutes of 1st AGM held on 20th Feb 2011
2. To consider & adopt the Annual Report of the Board
3. To consider & adopt the Audit Report for the year 2010-11(wef Aug 2011)
4. To consider and approve Annual Budget for the year 2012-13 including fixation of maintenance charge and mode of payment for the year 2012-13 with effect from April 2012 for each apartment towards common area maintenance
5. Election of Board of Managers, if necessary, for the year 2012-13 from amongst eligible members as per schedule enclosed here with and uploaded in our website www.alaktika.mycolony.in (Any apartment owner who fails to pay the dues by 31st January and also not having C Form in his name is not eligible to seek election)
6. To transact any other business with the permission of the chair.
7. To consider and approve expenditure for the year 2011-12

JOINT SECRETARY
Rabindra Nath Rudra

ASST. SECRETARY
Rakesh Kumar

TREASURER
Ashok Kumar Gupta

Notice for Election Schedule with nomination form is also enclosed herewith. The Returning Officers are S/Sri Gouranga Mukherjee, Naresh Kumar & B K Choudhary.

JOINT TREASURER
Swapan Kumar Biswas

All members of the association are requested to attend the AGM positively on the scheduled date, time and place. If the quorum is not fulfilled, the adjourned meeting and election shall be held on 19th Feb 2012, at the same time and place.

MEMBERS
Asim Kumar Basu
Arindam Chakraborty
Arnab Das
Ashish Kumar
Arpan Pal
Avijit Kr. Basu
Dilip Kr. Das
Krishna Gopal Nandi
Manoj Kr. Pathak
Swapan Kumar Pradhan
Samrat Basu
Shibo Prasad Sanyal
Mrs Sunita Sharma
Syed Mohd. Zafar
Tapan Kr. Basak
Vijay Kr. Singh

B K Ghosh
President

Dr S Goho
Secretary

Dated the 19th Dec 2011

Distribution

- 1) All members of the Association
- 2) The Competent Authority, The W. B. Apartment Ownership Act, 1972, New Secretariat Building, Kolkata -700001. – for kind information.

4. Notice for election of Board of Managers

Office of the Returning Officers

Election of Managers of the Board for 2012-13

No ALK/ ELECTION NOTIFICATION/2012-13

Date 19/12/2011

NOTICE

The Board of Managers in its 9th monthly Meeting held on 18th December 2011 appointed Prof. G. Mukherjee, Shri Naresh Kumar and Shri B K Choudhary as Returning Officers to elect 24 managers to form the next Board of Managers for the year 2012-13 from amongst the eligible members of the Association on **12th February 2012.**

As such, we the returning officers for conducting the election of the next Board of Managers with the responsibility vested upon us and under the Provisions of The West Bengal Apartment Ownership Act 1972 & The West Bengal Apartment Ownership Bye-Laws 1974 hereby **NOTIFY** the following schedule of election:-

SI No	Program	Date	Time
1	Start Issue of Nomination Forms (can also be downloaded from website)	W.e.f. 15th Jan 2012	6 PM to 7-30 PM
2	Last date of Submission of completed Nomination Forms	Up to 7 th Feb 2012	6PM to 7-30PM
3	Scrutiny and display of provisional list of valid candidates	8 th Feb 2012	8-00 PM
4	Last date of withdrawal of Nomination	9thFeb 2012	6PM to 7-30 PM
5	Publication of Final List of Contesting Candidates	10 th Feb 2012	8-00 PM
6	Date and time of election (if no. of candidates is more than 24)	12 th Feb,2012	11-30 AM to 1-30 PM (Subject to Quorum)
7	Counting of votes and Declaration of results (after counting)	12 th Feb 2012 (SUNDAY)	From 2-30 PM

NOTE: Election will not be held if the no of valid candidates is equal to 3 or more but less than or equal to 24. In such a situation all the candidates will be declared elected as uncontested on the date of publication of the Final List of contesting candidates i.e. on 10th February 2012 at 8-00 P M. If the no of candidates is less than 3, the decision of AGM shall be binding.

The Returning Officers will function from the Association office except the venue of Election and Counting.

(GOURANGA MUKHERJEE)
Returning Officer

(NARESH KUMAR)
Returning Officer

(BIJAY KUMAR CHAUDHARY)
Returning Officer

Encl:-Nomination Form

5. Election Nomination form

ALAKTIKA HOUSING COMPLEX, NEW TOWN
NOMINATION FORM (NO)

1	Name of the candidate in BLOCK Letters	
2	Flat Number	
3	Present Residential address	
4	Mobile No	
5	E mail ID	

Declaration:

I, Shri _____, do hereby declare that I am eligible to become a Manager of the Board for 2012-13 of ALAKTIKA Housing Complex, _____ New Town as per The West Bengal Apartment Ownership Bye-laws, 1974 read with its all amendments. I have no amount due to the Association as on 31st January, 2012.

Date

Signature of Member

Proposed by (signature)		Seconded by (signature)	
Name in BLOCK Letters		Name in BLOCK Letters	
Flat No		Flat No	
Eligible Yes/No		Eligible Yes/No	
Date		Date	

N B -A proposer can propose the name of one candidate only. If a proposer proposes the names of more than one candidate, then, all such nomination forms will be rejected.

FOR OFFICE USE

Name of candidate:

1. 2. 3.

Remark: Eligible/Not eligible

Date

Signature of Returning Officers

:

6. Board of Managers (2011-12)

President:	BIDYUT KANTI GHOSH
Vice Presidents:	APURBA SINHA ROY and SAMIR KUMAR NATH
Secretary:	DR. SUJIT GOHO
Joint Secretary:	RABINDRA NATH RUDRA
Assistant Secretary:	RAKESH KUMAR
Treasurer:	ASHOK KUMAR GUPTA
Joint Treasurer:	SWAPAN KUMAR BISWAS

Sl. #	Managers	Contact No.	e-mail
1	APURBA SINHA ROY	9830179338	apurbajrc@gmail.com
2	ARINDAM CHAKRABORTY	9830033550	chakari2002@gmail.com
3	ARNAB DAS	9830039966	auromagroup@gmail.com
4	ARPAN PAL	9830112993	arpanpal2007@gmail.com
5	ASHISH KUMAR	9433461467	ashu_kum@hotmail.com
6	ASHOK KUMAR GUPTA	9433113108	heashou@gmail.com
7	ASIM KUMAR BASU	9432669971	asimbasu@rediffmail.com
8	AVIJIT KUMAR BASU	9830979600	basuavijit1@rediffmail.com
9	BIDYUT KANTI GHOSH	9477158843	bidyutkghosh@yahoo.co.in
10	DILIP KUMAR DAS	23208493, 9830363891	
11	KRISHNA GOPAL NANDI	9831618181	krishnagopalnandi@gmail.com
12	MANOJ KUMAR PATHAK	9830192148	manojpathak4@gmail.com
13	RABINDRANATH RUDRA	9874802663	
14	SWAPAN KUMAR PRADHAN	9903705205	swapankumarpradhan@yahoo.com
15	RAKESH KUMAR	9831534008	krrakesh123@gmail.co.in
16	SAMIR KUMAR NATH	9830852680	ndb.electrical@gmail.com
17	DR. SAMRAT BASU	9830088926	smartbasu@yahoo.com
18	SHIBO PRASAD SANYAL	9475112923, 9475343017	Sanyal_enterprise09@yahoo.co.in
19	DR. SUJIT GOHO	9433202191	drsgoho@gmail.com
20	MRS. SUMITA SHARMA	9434083774	sumita.sharma24@gmail.com
21	SWAPAN KR. BISWAS	9874162477	skbiswas29@gmail.com
22	SYED MOHD. ZAFAR	9681710056	tabassumzafar@rediffmail.com
23	TAPAN BASAK	9830014817, 9830020817	tapan2007@yahoo.co.in
24	VIJAY KUMAR SINGH	9903332030	vijaybindu2001@yahoo.co.in

7. Report of the Board

The following work has been carried out by the board:

Infrastructure

1. The grill-work of the rain-water harvesting unit has been cleaned, serviced and painted. The gravel filter has been cleaned also.
2. Several concrete slabs covering the various ducts, which had been broken, has been replaced.
3. The three concrete drain covers that had broken have been repaired.
4. About 30 broken glass window panes have been replaced.
5. The six garden light-shades have been changed for better illumination.
6. The ALAKTIKA glow-signboard has been installed on the top of the 1B building.

Fire-fighting

1. The fire extinguishers have all been refilled and are valid up to May 2012. The expenditure for the last refill had been borne by BPHDCL. The board has installed fire extinguishers at the 3 LIG buildings, of the dry and wet types. Fire extinguishers have also been installed at the HIG pump room.
2. The external fire system pipes have been repaired and painted.

Gardening

1. The gardens are being better kept, with plantation of seasonal flowers. Organic manure has been used to maintain the gardens. This will preserve the quality of the soil.
2. Plantation of trees has been done on the exterior of the boundary wall. Tree-guards have been installed around these to protect them from cattle and humans. Fencing has also been done to protect the pavements from being encroached.

Pumps and Water Supply

1. Repair & servicing of the submersible pump supplying water to the HIG & LIG underground reservoir have been done. Caustic treatment of this bore-well has also been done.
2. Fixing of out-flow pipes at all the overhead tanks have been done to avoid accumulation of water on the roof-tops.
3. The underground reservoirs and the overhead tanks have been cleaned by various agencies by different physical & chemical methods, 5 times over the past year, since the appearance of worms and insects in the HIDCO supplied water. The communications between the underground HIG reservoir and the underground reservoir for firefighting water have been blocked and a separate inlet has been installed for the later one. The expenditure for this installation has been borne by our promoter.
4. The installation of the standby pumps have been done for MIG & HIG. The installation of high capacity pumps has resulted in electricity savings, as the overhead tanks are filling up by 30 min, at present, previously the original pumps

had to run for 1 1/2 hrs to 2 hrs to fill up the overhead tanks. The LIG standby pump could not be installed due to non-payment of Corpus Fund by most of the LIG flat owners.

Generators and Lifts

1. AMC of the D.G. sets has been done for the next three years, at a yearly rate of Rs.63000/-. There has been no enhancement in this rate. Covered shades have constructed for 30 KVA and 320 KVA generators. The structures have been painted also.
2. AMC for the 20 lifts have been done for the next two years at a monthly rate of Rs.3604/- per lift.
3. Replacement done for broken door of lift-room of 2E building.

Miscellaneous

1. The monthly electricity bills have almost halved to about Rs.30000/- p.m. after installation of the standby pumps and replacement of all filament lamps with CFL lamps. Better illumination has also been arranged for at the entry points of each tower.
2. BSNL landline/broadband connection is now available inside the housing complex.
3. Our web-site www.alaktika.mycolony.in is now being maintained with 'Just My Neighbor' with no cost to association. Easy information dissemination is possible through this website, through S.M.S. and email notifications. Residents can also check their dues in the website.
4. Numerous representations have been submitted to HIDCO, NTKDA & PHE for the pending/outstanding infrastructure work. These representations have been submitted singly/jointly involving the nearby 3 housing complexes. Some of these representations have borne fruit.
5. Table-tennis and carom boards have been installed at the MIG Community Hall, with the help of some residents who had donated generously for the purchase of this sporting equipment.
6. **Letter boxes** for all flats have been installed.
7. In order to ensure better cleanliness and aesthetics, the walls in the ground floor around the lifts are being fitted with marble tiles.
8. In order to ensure better security in the complex, a centralized intercom facility is being installed.

Socio-Cultural Activities

Socio-cultural activities are performed through out the year, and the Alaktikans are kept busy organizing and participating in them. While the Association organizes and funds some of these events, the rest are organized and funded by the Alaktika Samannay Puja Committee. The Association organizes The Independence Day celebrations, The Republic Day Celebrations & sports, Bengali New Years Day Celebrations and Rabindra Jayanti. The Puja Committee organizes Anandamela, The Durga & Lakshmi Puja, The Shyama Puja & The Saraswati Puja. Other functions that are organized are: Holi and the New-Year eve celebrations. An annual picnic is also organized during the winter.

Mutation Of Property

Mutation of properties has started in the New Town Area, under the jurisdiction of New Town Kolkata Development Authority (NTKDA). However, it will take some time before the flat owners of Alaktika can do the same.

First our promoter has to get the Project Completion Certificate. Then mutation of this property will be done by the promoter. Thereafter, the NTKDA will serve notice to the Association for mutation of the individual flats.

On receipt of this notice individual flat owners will have to submit an application on a prescribed form (which can also be downloaded from the web-site of NTKDA). The NTKDA mutation cell will thereafter summon the applicant to their office with a copy of the registration deed. After verification of the documents, they will quote the mutation fee, which stands at 0.5% of the official valuation of the said property. This amount has to be paid at a designated bank in New Town. The counterfoil of the bank deposit slip will have to be shown at the NTKDA office to obtain mutation certificate.

Iron Removal Plant

It had been decided in the 1st AGM and subsequent board meetings that Iron Removal plants needed to be installed at Alaktika, as the water drawn by the submersible pumps were very high in iron content. Accordingly several agencies were called to survey our existing water distribution system and offer suggestions/quotations regarding installation of the same.

In the mean time water supply was commenced by the HIDCO through PHE. At first this supply was irregular and of average quality. So it was decided that the iron removal plants would be installed at the outflow pipes of centrifugal pumps. Inputs were received from several agencies regarding the installation of the same.

At the time of issuing the formal tenders for the installation of the units, when the technicalities were being worked out, it was evident that the weight of each unit would be in the range of 8 – 10 tonnes. There was no space in Alaktika that would accommodate these units.

On further discussion it was decided that Iron removal will be required to be installed at the delivery side of both the submersible pumps before throwing to UG tanks. No iron removal plant is required to be installed for HIDCO supply water as they are supplying water through Iron removal plant and after chlorination. This would entail installation of much smaller units and much lesser expenditure.

□□□□□□□□

8. Budget for the year 2012-13

MAINTENANCE BUDGET (All amount in Rs./-)

Service Description	Remarks	HIG	MIG	LIG	Total Budgeted for 2012-13	2011-12 (Actuals / Budgeted)
AMC - Lift	Exisitng AMC	660,492	165,123	0	825,614	836,400
AMC - Generator	Exisitng AMC + Spares	57,284	30,658	22,558	110,500	115,000
AMC - Fire Fighting System	Exisitng AMC	176,000	88,000	0	264,000	350,000
Fire Fighting Refill	10% escalation				165,000	0
AMC - Facility Management	10% escalation				2,772,000	2,520,000
Maintenance - Civil	Details as below				214,000	400,000
Elect. Maintenance & Consumables	23500 pm + extra 30000				312,000	120,000
Generator - Diesel	6000 pm	48,505	18,947	4,547	72,000	60,000
Electricity charges	10% escalation	306,900	140,580	17,820	465,300	660,000
Non-realization	10% of total					500,000
Staff Salary	15000 pm+Bonus				200,000	156,000
Misc-Expenses	Details as below				144,600	113,200
Total	10% added for non-realization				6,099,516	5,830,600
Misc- Expenses			Maintenance - Civil			
Description	Budget (2012-13)		Description	Budget (2012-13)		
Depreciation	30,000		Security Outpost	75,000		
Conveyance	5,000		Water Tank Cleaning	80,000		
Telephone & Internet	12,000		Sewarage Cleaning	24,000		
Printing & Stationery	35,000		Boundary wall repair	25,000		
Meeting Expenses	10,000		Paiting of Gates	10,000		
Legal	12,000		Total Cost	214,000		
Bank Changes	600					
Postage	5,000					
Audit Fee	15,000					
Cultural Funding	20,000					
Total Cost	144,600					
Cultural Funding -						
Bengali New Year, Rabindra Jayanti, 15th aug, 26th Jan						

CORPUS BUDGET (All amount in Rs./-)

Flat Type	A	B	C	D	E/F	Total Cost
Total Duration (years)	15	15	15	15	15	
No. of flats	48	144	81	81	36	390
Painting						
Painting Area (sqft)	12,000	64,000	60,000	63,000	38,000	
Painting Rate (Rs / sqft)	8	8	8	8	8	
Patchwork Rate (Rs / sqft)	1	1	1	1	1	
Frequency in 15 years	2	2	2	2	2	
Total cost of Painting and Patchwork	216,000	1,152,000	1,080,000	1,134,000	684,000	4,266,000
Installment per flat per year	300	533	889	933	1,267	
Lift						
No. of Lifts	0	4	6	6	4	
Cost / Lift	1,000,000	1,000,000	1,000,000	1,000,000	1,000,000	
No. of Lifts to be replaced in 15 years	0	2	3	3	2	
Total Replacement Cost	0	2,000,000	3,000,000	3,000,000	2,000,000	10,000,000
Installment per flat per year	0	926	2,469	2,469	3,704	
Generator						
No. of Generators	1	1	1			
Cost / Generator	450,000	825,000	2,000,000			
No. of generators replaced in 15 years	1	1	1			
Total Replacement Cost	3,275,000					3,275,000
Installment per flat per year	625	382	673	673	673	
Lifting Pump						
No. of Pumps	1	1	1			
Cost / Pump	50,000	150,000	150,000			
Total No. of Pumps replaced in 15 years	2	2	2			
Total Replacement Cost	100,000	300,000	300,000			700,000
Installment per flat per year	139	139	101	101	101	
Submersible Pump						
No. of Pumps	1		1			
Cost / pump	50,000		50,000			
Total No. of Pumps replaced in 15 years	1		1			
Total Cost	50,000		50,000			100,000
Installment per flat per year	17	17	17	17	17	
Others						
Replace / Repair Street Lampposts	75,000					
Road Repair	100,000					
Frequency in 15 years	3					
Total Cost	525,000					525,000
Installment per flat per year	90	90	90	90	90	
Total Expenditure in 15 years	843,115	4,508,346	5,150,402	5,204,402	3,159,734	18,866,000

9. Fixation of maintenance charges (2012-13)

MAINTENANCE PAYMENT (All amount in Rs./-)

Head	Calculation Basis	F	E	D	C	B (with car park)	B (w/o car park)	A	Total
Share per flat Calculation									
No. of flats	Actuals	4	32	81	81	80	64	48	390
Form A Share	Form A Valuation	0.0069	0.0060	0.0038	0.0028	0.0017	0.0014	0.0004	
Lift Share	Actuals	0.0222	0.1778	0.3000	0.3000	0.1111	0.0889	0.0000	1
Firefighting Apparatus Share	Actuals	0.0099	0.0793	0.2646	0.2646	0.1962	0.1569	0.0285	1
Total HIG/MIG/LIG	Actuals	198			144		48		390
Maintenance Fee Calculation									
AMC - Lift	Lift Share	4,587	4,587	3,058	3,058	1,147	1,147	0	825,614
AMC - Generator	HIG/MIG/LIG	289	289	289	289	213	213	470	110,500
AMC - Fire Fighting System	HIG/MIG/LIG	889	889	889	889	611	611	0	264,000
Fire Fighting Apparatus Refill	Firefighting Apparatus Share	409	409	539	539	405	405	98	165,000
AMC - Facility Management	Form A Share	19,254	16,631	10,669	7,625	4,683	3,901	1,182	2,772,000
Maintenance - Civil	Form A Share	1,486	1,284	824	589	362	301	91	214,000
Electrical Maintenance & consumables	Same for all flats	800	800	800	800	800	800	800	312,000
Diesel	HIG/MIG/LIG	245	245	245	245	132	132	95	72,001
Electricity charges	HIG/MIG/LIG	1,550	1,550	1,550	1,550	976	976	371	465,300
Staff Salary	Same for all flats	513	513	513	513	513	513	513	200,000
Misc-Expenses	Form A Share	1,004	868	557	398	244	203	62	144,600
Total Annual Maintenance		31,027	28,064	19,931	16,494	10,085	9,201	3,681	5,545,015
Provision for non- realization	Add 10%	34,129	30,870	21,925	18,143	11,094	10,122	4,050	6,099,517
Quarterly Installment	Rounded to '100	8,500	7,700	5,500	4,500	2,800	2,500	1,000	
Annual One-time Payment	4.5% Discount, rounded to '100	32,500	29,400	21,000	17,200	10,700	9,600	3,800	

Note: -

- Quarterly Payment Option - to be paid within first 15 days of start of each quarter i.e. 15th April, 15th July, 15th Oct 2012 and 15th January 2013.
- Annual Payment Option - to be paid within 15 days of the start of the financial year i.e. 15th April 2012. 4.5% discount calculated on basis of average interest rate in bank fixed deposit for 135 days+ deposit.

CORPUS FUND PAYMENT (All amount in Rs./-)

	A	B	C	D	E//F	
Total Expenditure in 15 years	843,115	4,508,346	5,150,402	5,204,402	3,159,734	18,866,000
Payment in 2010-11 (as per current CORPUS payment)	4,705	5,500	9,975	10,075	13,110	3,113,850
Payment in 2011-12 (as per current CORPUS payment)	3,682	4,290	8,868	8,968	12,000	2,671,212
Subsequent payment per year from 2012-13 for next 13 years	706	1,655	3,442	3,478	4,820	13,080,938
Annual Installment rounded to '100	700	1,700	3,400	3,500	4,800	

Note: -

1. All costs assume current price – it is assumed that cost escalation will be offset by interest accrued.
2. To be paid within 30th June, 2012

MAINTENANCE / CORPUS PAYMENTS IN PREVIOUS YEARS

Last two years Maintenance / Corpus Fees	A	B	C	D	E/F
Maintenance 2010-11	2436	8772	12840	16800	25296
Maintenance 2011-12 (Annual budgeted)	4236	11664	16176	20160	30360
Maintenance 2011-12 (Actual After Refund and Adjustment)	4333	9288	12132	14364	21504
Corpus 2010-11	4705	5500	9975	10075	13110
Corpus 2011-12	3682	4290	8868	8968	12000

10. Audit Report 2010-11



Ghosh & Mallick
Chartered Accountants

AUDITORS' REPORT

We have audited the attached Balance Sheet of **ALAKTIKA HOUSING COMPLEX, New Town** as at 31st March, **2011** and the Income & Expenditure Account of the Entity annexed hereto for the period ended on that date. These financial statements are the responsibility of the management and our responsibility is to express an opinion on these financial statements based on our audit.

We have conducted the audit in accordance with the auditing standards generally accepted in India, which requires that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. Our audit included examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by the management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion and report that:

1. We have obtained all the information and explanation which to the best of our knowledge and belief were necessary for the purpose of audit.
2. The Balance Sheet, Income & Expenditure Account and Receipt and Payments Account dealt with by the report are in agreement with the books of account.
3. In our opinion and to the best of our information and according to the explanation given to us the said accounts give a true and fair view: -
 - (i). In the case of the Balance Sheet of the State of Affairs as at 31st March, **2011** and:
 - (ii). In the case of the Income & Expenditure Account of the surplus for the period ended on that date.

Place: Kolkata
Date: 21/09/2011

For Ghosh & Mallick
Chartered Accountants


Kaushick Mallick
Partner
Membership No.058241
Firm No. 323841E

ALAKTIKA HOUSING COMPLEX, New Town
BALANCE SHEET FOR THE PERIOD ENDED 31st March.2011

LIABILITIES	AMOUNT Rs.	ASSETS	AMOUNT Rs.
Capital Account		Fixed Assets Schedule - III	228,663.00
Corpus Fund - Schedule I	1,223,555.00	Cost less depreciation	
Election Fund - Schedule II	90,000.00		
General Fund		Investments	
Transfer from Corpus Fund	177,085.00	Fixed deposit with I.O.B.Rajarhat	1,000,000.00
Add: Surplus for the Year	<u>289,121.79</u>	Accrued Interest on Bank Fixed deposit	16,445.00
Current Liabilities		Current Assets	
Sundry Creditors	112,923.00	Maintenance Charge Receivable	
Excess Received Refundable	864.00	A Type Flat	29,232.00
Audit Fees - Payable	6,000.00	B Type Flat	114,036.00
Misc. Expenses Payable	8,000.00	C Type Flat	89,880.00
Outstanding Electromechanical Exp.	19,500.00	D Type Flat	84,000.00
Outstanding Fire Appl Maintenance	20,000.00	E&F Type Flat	<u>101,184.00</u>
Outstanding Fire Fighting	3,540.00		418,332.00
Outstanding Salary	2,300.00		
Outstanding Telephone Exp.	399.00	Less- Provision for Doubtful Receivable	<u>292,036.00</u>
Outstanding Facility Management Exp.	216,130.00		126,296.00
Maintenance Charge Refundable	1,458,000.00	Cash-in-hand	9,753.00
Election Fund Refundable	<u>300.00</u>	Cash at Bank	<u>2,246,580.79</u>
	1,847,956.00		
	<u>3,627,717.79</u>		<u>3,627,717.79</u>

Per our Report of even date:
For GHOSH & MALLICK
Chartered Accountants

Kaushick Mallick, Partner

Ashok K. Gupta
A.K. Gupta

S. Goho
S. Goho

B.K. Ghosh
B.K. Ghosh

ALAKTIKA HOUSING COMPLEX, New Town
INCOME AND EXPENDITURE ACCOUNT FOR THE PERIOD ENDED 31st March.2011

PARTICULARS	AMOUNT Rs.	PARTICULARS	AMOUNT Rs.
Audit Fees	6,000.00	Maintenance Charges	4,691,592.00
Bank Charges	150.00	Less- Maintenance Charge Refundable/ Adjustable	<u>1,458,000.00</u>
Civil Maintenance	158,337.00		3,233,592.00
Conveyance Expenses	854.00		
Cultural Program	5,388.00	Bank Interest	38,861.00
Depreciation	25,379.00	Community Hall Booking (MIG/LIG)	35,000.00
Diesel Expenses	30,000.00	Community Hall Booking(HIG)	62,500.00
Election Expenses	22,468.00	Late Fee Against Maintenance Charge	35,079.00
Electricity Expenses	353,720.00	Late Fee Against Election Fund	2,004.00
Electromechanical Expenses	139,548.00	Late Fee Against Corpus Fund	625.00
Facility Management Service	1,410,951.50	Burnt Oil Sale	<u>800.00</u>
Fire Appl. Maintenance	20,000.00		174,869.00
Fire Fighting	58,420.00		
Generator Maintenance	108,859.71		
Legal Expenses	3,700.00		
Lift Maintenance	416,012.00		
Meeting Expenses	5,225.00		
Misc. Expenses	11,772.50		
Plumbing	12,000.00		
Postage & Stamp	1,891.00		
Printing & Stationery	16,368.50		
Staff Salary	16,100.00		
Telephone Expenses	3,159.00		
Provision for Doubtful			
Maintenance Charge Receivable	<u>292,036.00</u>		
	3,119,339.21		
Surplus Trans. to General Fund	<u>289,121.79</u>		
	<u>3,408,461.00</u>		<u>3,408,461.00</u>

Per our Report of even date:
For GHOSH & MALLICK
Chartered Accountants

Kaushick Mallick, Partner
MRN-058241
Dated, Kolkata
21/09/2011

Ashok K. Gupta
A.K. Gupta
Treasurer

S. Goho
S. Goho
Secretary

B.K. Ghosh
B.K. Ghosh
President

Alakita Housing Complex (2010-2011)

Rs.

Schedule I

Corpus Fund		3,113,850.00
Less:-Receivable		
A Type Flat	221,090.00	
B Type Flat	478,500.00	
C Type Flat	374,050.00	
D Flat	433,145.00	
E&F Type Flat	222,870.00	
Less:-Transferred to General Fund (Expenditure incurred during the year)	177,085.00	1,906,740.00
		1,207,110.00
Accrued to Corpus Fund (INTEREST ON FIXED DEPOSIT)		16,445.00
		<u>1,223,555.00</u>

Schedule II

Election Fund		111,900.00
Less:- Receivable		
A Type Flat	4,800.00	
B Type Flat	9,000.00	
C Type Flat	3,600.00	
D Type Flat	2,700.00	
E&F Type Flat	1,800.00	21,900.00
		<u>90,000.00</u>

Schedule III

Fixed Assets

Particulars	DEPN, Rate (%)	Opening Balance	Acquired during the Year (Rs.)	Depreciation for the Year (Rs.)	Closing Balance as at 31.03.2011 (Rs.)
CELLING FAN, TUBELIGHT	10		27,157.00	1,358.00	25,799.00
COMPUTER	60		33,000.00	9,900.00	23,100.00
FURNITURE & FIXTURE	10		16,800.00	840.00	15,960.00
PUMP	15		177,085.00	13,281.00	163,804.00
Grand Total		-	254,042.00	25,379.00	228,663.00

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11. Minutes of the 1st AGM, 2011

Minutes of the 1st AGM of ALAKTIKA Housing Complex, New Town held on 20/02/2011 at HIG Community Hall AT 10.00 AM

The President welcomed all the members of the Association, present in the meeting. The AGM scheduled on 13/02/2011 was adjourned till 20/02/2011, due to lack of quorum, in terms of Para 4 (10) of The W. B. Apartment Ownership Bye-laws, 1974 (hereinafter called "Bye-Laws") - 'Provided, that, no quorum is necessary at the adjourned Meeting.' Accordingly the AGM was held at 10 AM on 20/02/2011 at HIG Community Hall and in all 45 members were present.

The Meeting progressed as per the Agenda:-

1. **To consider the Annual Report of the Board (Interim)**-The Secretary read out his Report in detail since formation of the Association. While reading his report, there was total chaos. Some members tried to disrupt the Meeting. It is necessary that the decorum of the House should be maintained. People should have behaved properly and the forum should not be used to express personal grudges. The President, The Vice President, The Secretary and other Board Members tried their level best to cool down the people. After 15-20minutes the meeting started amidst shouting. In the meanwhile many members left the hall.

Mr. Gautam Pal, a member of the Association pointed out many lapses/lacunae/faults in the working of the Association and criticized/asked explanations for many things. The President requested him that after finishing the discussion on the main agendas, these could be taken up subsequently. But he was not ready to accept this as some issues have already been raised in his report by the Secretary and insisted that his points should be discussed first. Again there were disturbances/pandemonium and some more members left the hall. A few members also insisted for discussion on the issues raised by Mr. Pal. The Chair had to bow down to their plea and he read out his issues. It is indeed disheartening to note that if this type of attitude continues, it will be very difficult for the present Association to continue functioning. The issues read out by Mr. Pal have been given in writing as follows:

Taking over from BPHDCL:

- (i) Cleaning of internal sewerage pipe lines and connection of one of the sewerage lines with the public sewerage line outside the complex.
- (ii) Cleaning of overhead and underground water tanks.
- (iii) Diesel tank cleanings
- (iv) Repairs of internal roads.
- (v) Painting of gates
- (vi) Repairs of the cracks in the parking space/painting of the outside walls which had developed patches even when Peerless was maintaining the complex.
- (vii) Vacating the room under 1E- block which is now occupied by the cable company
- (viii) Installation of fire fighting system in the A-Block.
- (ix) Approach road at Gate No. 5 (cost estimated by Board as Rs30,000/-)

Other Points raised by Mr. Pal:

- (i) Maintenance charge of the unsold/unregistered apartments (or where money has not been paid in full by the buyer to the Builder) has to be paid by the builder.
- (ii) Corpus Funds should be spent for the items for which the amount was calculated in the last budget proposal. Board has deviated from this process and purchased computer, furniture items etc. which could have been easily done from the maintenance charges had

- the painting of the two community halls and installation of 25 ceiling fans were postponed for a later period. This should not be repeated in future without discussion in the special GBM.
- (iii) At present Rs.2500.00 is being charged as rent for HIG and MIG Community halls. This is not fair as the MIG Community hall is much smaller than HIG Community hall and hence the charges should be different. Now that the Board has spent about Rs.93000/- on the painting of the community halls and purchase of ceiling fans & tube lights for these two halls, the charges for hiring of these halls should be higher say Rs.5000/- and Rs.3500/- for HIG and MIG Community halls respectively. Also these halls should be rented only to the flat owners and not to commercial organisation for the sake of privacy and security of the complex and the residents. Generators hired by the flat owners for extra lighting on the occasions should not be allowed inside the complex as because of the heavy weight of this item and also the truck carrying it the internal road gets damaged and also these areas becomes dirty with the leakage of the diesel oil from generator. The generator could be kept outside the main gate and connection could be taken from there. This way noise and air pollution could also be averted.
 - (iv) Continuous parking of cars/taxi by the residents/flat owners who do not have parking space should be allowed only when a flat owner (who has parking space and not using the same) give in writing that he does not have any objection to the use of his legal parking space by such resident who does not have parking space.
 - (v) Seasonal flowering plants should not be planted by digging up the green lawns. Instead potted plants should be put around the hedge.
 - (vi) Minutes of the regular monthly meetings of the Board should be circulated so that flat owners are aware of the activities of the Board.

- a) Recently sewerage cleaning near D type inside the complex had to be done due to emergency as many sewerage lines were blocked and the manholes were overflowing. He asked why this had been done at the cost of association.

There was no other alternative as this was an emergency situation. During this cleaning process it was found that the sewerage line outside the boundary wall is not connected to the main sewerage line. He told that before taking over from BPHDCL this should have been checked. But, how? We have informed the matter to both BPHDCL and PHED. They visited the site and PHED has agreed to do the job, as it is primarily their fault. The present position is that PHED has not yet got permission to dig the road. This permission is to be given by HIDCO.

- b) Why cleaning of O/H, U/G water tanks and diesel tanks of the generators have been done at the cost of association? Before handing over why BPHDCL have not done or not told by association to do this?

Factually there was no handing over taking over process. On 15th Sept 2010, BPHDCL submitted photocopies of Master plan and other drawings and keys for various places. All the Board Members were requested to be present, during this process, but only 4 Board members were present.

The Association had requested BPHDCL to do various jobs but nothing has been done by them, hence all the works had to be done in the interest of the residents as a fait accompli to provide better quality of water and services. The cost involved for water tank cleaning (both overhead & underground) - Rs.22000.00 and diesel tank (of generators) cleaning- Rs.2500.00. The cleaning of the diesel tanks is a part of the routine maintenance work, and has to be done at specific intervals. The Board of Managers approved the above expenditure.

- c) Why painting of MIG/LIG and HIG community halls have been done, why fans and lights have been fitted in these halls when these were not priority jobs?

Priority varies from person to person. These jobs were deemed necessary for the Association. The persons using the halls were damaging the electrical circuits and walls by repeated fitting and

unfitting of electrical appliances. It was difficult to organize community get-togethers in these halls without these fittings. Also, it was difficult to sit in the office and hold meetings without lights and fans. Purchases of fans, lights and fittings have been done with the approval of the BOARD from Metro Cash and Carry at very cheaper rate, as compared to market rates. The walls of community halls had to be painted because these were only white washed. He insisted that the rent of the halls should be hiked to Rs 4000.00 and Rs 5000.00 respectively. He was told that this matter need to be discussed in the B.O.M. meeting first and cannot be agreed now on the basis of one man's proposal. BPHDCL charged equal rates for both the halls. Halls are only rented to the flat owners, and no outside agencies have been allowed access to these halls.

d) Mr. Pal insisted that green lawn at the centre should be maintained. Plantation of seasonal flowers on the boundary of the lawn should not have been done.

The Association is well aware of this. The lawn was damaged by playing football and badminton by the children, which has been stopped. Further there are only two gardeners at present. They have also been scolded by some flat owner(s) while doing their personal work and one of them has stopped coming. It is difficult to maintain the huge garden area with 2 gardeners, particularly during the dry season. This will be rectified when new facility management contract, with 4 gardeners, which will be in force w.e.f. 01/04/2011. Many members have complemented the board for planting seasonal flowering plants, as it added color to the landscape.

e) Cable room: He insisted that the room should be vacated by the cable operator. Otherwise monthly rent should be taken. This could not be possible by the present Association, due to various reasons discussed previously. Also taking monthly rent will legalize their position.

f) He pointed out that DG taken on rent by flat owner should be noise and pollution free. Association is aware of this. Recently DG deployed was noise and pollution free. The flat owners who are hiring the generators should take care that DG does not damage road and also spill oil on road. This matter will be inserted in the letter allowing flat owners to use the hall(s).

g) Approach road at Gate no 5: Fund has been kept for construction of approach road near Gate No -5. This should be done by BPHDCL. If it is done by them, the fund will not be spent. But there is no harm keeping it in the Budget provision.

h) Roof Keys of LIG blocks: After prolonged discussion, it was decided that roof keys will be given to the eligible flat owners. For any untoward incident that may arise out of this, the flat owners will be responsible. In no way the Association will be held responsible in the event of any untoward incident.

i) Minutes of BOM Meeting: He also insisted that the Minutes of the BOM should also be circulated. This was not agreed. However, anyone can see and read it in the Association office.

j) Parking: Parking of vehicles by flat owners who do not have parking space will be allowed on getting NOC from concerned flat owner in whose parking space vehicle is parked.

k) Lastly he asked why expenditure on purchase of Computer, Fans and light fittings and Furniture has been done from Corpus Fund. - This aspect has been dealt separately under head 'Corpus Fund.'

l) Some members also suggested there should be two/three associations in the complex for LIG, MIG, and HIG separately. - This matter needs to be clarified from the Competent Authority of The W.B. Apartment Ownership Act, 1972.

The rest of the Agenda was discussed as follows:

1. **Audit Report-** As the year is not completed, no audit could be done. After 31st March, 2011, audit will start by the Auditors M/S Ghosh and Mallick, appointed for the purpose. This will be kept in the office for examination by members. It will also be submitted to Competent Authority in due time. The report will be published in the next AGM scheduled in Feb. 2012.
2. **Accounts for 2010-11-**Three types of Accounts have been prepared and circulated to members. They are as follows:

- (i) On actual expenditure basis sharing by all on a uniform per sq feet basis (except lift charges).
- (ii) As per actual expenditure on common areas arrived at by considering all expenses excluding charges for electricity, AMC for lift, and AMC charges for Fire Fighting.
- (iii) As per expenditure considering deficit adjustment. The charges are arrived at by considering rate charged by BPHDCL as base rate and deficit to be shared by all proportionately.

The maintenance charges for 2010-11 arrived at by these methods are worked out as follows:

Type/Option	Option(i) Monthly (Rs.)	Option (i) ½ Yearly (Rs.)	Option (ii) Monthly (Rs.)	Option(ii) ½ Yearly (Rs.)	Option (iii) Monthly (Rs.)	Option (iii) ½ Yearly (Rs.)
A 406 Sq ft	455	2730	422	2533	280	1680
B 860 Sq ft	1066	6396	1066	6396	1006	6036
C1070 Sq ft	1466	8796	1466	8796	1466	8796
D1400 Sq ft	1820	10920	1834	11004	1918	11508
E&F 2108 Sq ft	2740	16440	2740	16440	2888	17828

The principle at Option (ii) was found to be more rational and practical and was accepted on vote (hand raising: 18-08)

3. Budget form the year 2011-12 :- Option(i),Option(ii) and Option(iii) have been worked out as follows:

Type/Option	Option(i) Monthly	Option(i) Yearly	Option (ii) Monthly	Option(ii) Yearly	Option (iii) Monthly	Option(iii) Yearly
A	406	4872	353	4236	256	3072
B	963	11556	972	11664	920	11040
C	1338	16056	1348	16176	1338	16056
D	1680	20160	1680	20160	1750	21000
E&F	2530	30360	2530	30360	2635	31620

Same principle was adopted for the next year 2011-12 also and Option (ii) was accepted by vote (hand raising 18-08) Thus for the year 2011-12 maintenance charge payable in single installment would be as follows: It is clarified that any amount shown under any head if not spent will not be reflected in the actual Accounts Statement of next year.

TYPE/AMOUNT	Amount Payable (Rs.)	Less amount refundable as per Option(ii) 2010-11 (Rs.)	Net Amount Payable (Rs.)
A	4236	2436-2533=-97	4333
B	11664	8772-6396=2376	9288
C	16176	12840-8796=4044	12132
D	20160	16800-11004=5796	14364
E & F	30360	25296-16440=8856	21504

The last date of payment of Maintenance Charges for the year 2011 – 12 is 30th June 2011. This will be collected in a single installment. Thereafter late fee will be charged @ 2 % per month or part thereof.

4. CORPUS Fund-2010-11:-

Statement of Revised Corpus Fund was circulated and placed in the Meeting. Mr. Pal objected for inclusion of expenditure on Computer, Furniture and Fans & tube light fittings in the corpus fund.

He insisted that as this was not included in the earlier corpus budget placed in the G.B. Meeting held on 03/10/2010, the same should be excluded.

The matter was earlier discussed in the BOM meeting. Since these are capital expenditures, this expenditure should be shown in the corpus fund, which is mainly for capital type expenditures. It was also explained that by including this in Corpus Fund, maintenance charges have been reduced to some extent. Hence these would be shown in corpus fund.

The standby pumps for HIG & MIG have been supplied and expected to be commissioned by 31st March 2011. The cost for complete installation will be approx. Rs180000.00. Provision for similar pump for LIG could not be made at present as none of the flat owners have paid the Corpus Fund for the year 2010-11. On receipt of payment standby pump for LIG Block will also be provided.

Out of Rs.4064610/- to be collected on account of Corpus Fund only Rs.926280/- has been collected till 31st Jan 2011. It was observed that the whole purpose of raising Corpus Fund will be defeated if this amount is not raised from the flat owners at the proper time, and invested properly.

After discussion with the members present, **the last date for payment of balance amount of corpus fund for the year 2010-11 is extended up to 28th March 2011. Late fee will be charged w.e.f. 1st April, 2011 at the same rate i.e. @ 2% per month or part thereof.**

It was informed to the members that Iron Removal Plant will be installed near all the three pumps subject to receipt of payment towards corpus fund. The amount collected on this account for HIG will not be spent on MIG or LIG and vice versa.

5. **CORPUS FUND 2011-12:** The budget for corpus fund for the year 2011-12 circulated with the booklet was discussed and approved. The highlight of this budget is that the balance amount towards cost of installation of iron removal plant has been proposed to be collected, in addition to the 1/3rd of cost of outside painting of buildings (expected to be done in the year 2013-14), 1/10th of cost of DG sets and 1/15th of cost of lifts towards major repair/replacement after depreciation. The amount thus calculated and proposed to be collected from different types of flats are as follows:-

Type of Flat	1 st Installment – Payable within 31.08.2011 (Rs.)	2 nd Installment – Payable within 30.11.2011 (Rs.)	Total Amount Payable (Rs.)
A type	1841	1841	3682
B type	2145	2145	4290
C Type	4434	4434	8868
D Type	4484	4484	8968
E/F Type	6000	6000	12000

1st Installment--- Within 31st August, 2011

2nd Installment--- Within 30th November 2011

6. **Election of Managers for the year 2011-12:---**The members were informed about the confusion on the tenure of the Board and a letter was written to the Competent Authority for clarification in the matter. As no reply could be received, the President and the Secretary visited the office of the Competent Authority on 12th January 2011. As per discussion with the Law Department of the Competent Authority, the tenure of the present association is one year which will end with the end of Financial Year i.e. 31st March 2011. However he also told that the tenure can be extended by one or two years, at the discretion of the General Body attending the AGM, subject to the approval of the Competent Authority. As the tenure was stated to be one year, the Board initiated the election process for constituting the Board for 2011-12. Unfortunately only two valid nominations were received. But as per the By-Laws the no. of Board Managers should be 3 or more but not more than 24. Hence this election did not yield any fruitful result.

Under the circumstances the opinion of the House was sought. But before anybody could say anything, Mr. Gautam Pal stated that as per the Bye Laws Clause 7 in the book, he is having, the tenure of the Board is three years. As books published in this respect have different versions, he insisted that the GB should authorize him to obtain written clarification from the Competent Authority. Accordingly Mr. Gautam Pal was authorized in the meeting itself to obtain written clarification from the Competent Authority in this respect at the earliest possible time. He also insisted that this is to be recorded in the minutes. The written reply is required by 10th March 2011 so that adequate time is available to hold another GB meeting within 31st March 2011 as per provision of the Bye-Laws.

Pending clarification from the Competent Authority, the following resolution was adopted: ‘Resolved, that, the existing board will continue office for one more year, i.e. up to 31st March 2012.’

Other Points: -

DG connection- New DG connection to the flat owners who have not opted earlier can be given on deposit of the following amount (same as the rate fixed by BPHDCL for the latter option mentioned in the Terms and Conditions of the Brochure of BPHDCL). This facility will be available **till December 2011.**

Watt	Amount (Rs.)
250 W	15000
500 W	22500
750 W	30000

The amount so collected will be accounted for in the Corpus Fund for different Types of flats separately and adjusted in the Corpus Fund of next Financial Year 2012-13 i.e. the amount collected will be distributed equally and to this extent Corpus Fund will be reduced.

The expenditure on purchase of the DG back up (transfer switch) and cost of wiring etc. will be borne by the concerned flat owner.

Some members, who have not opted for DG connection, questioned, as to why, they should pay for replacement / major repair of DG sets. It was explained that irrespective of whether a flat owner has DG connection or not, DG sets will have to be replaced in future after a certain period of time. During power failures the DG sets provide power to all the common facilities, which enjoyed by all the members of the Complex. The members now having DG connection had earlier paid for the cost of taking connection and will be billed as per the meter reading taken w.e.f. 01/10/2010.

Maintenance charge on unsold Flats-- BPHDCL in their Brochure (Terms & Conditions) mentioned that for any unsold flat, maintenance will not be borne by them.

Maintenance charge on unregistered Flats— the same has to be borne by the flat owners. However, they are advised to get their flats registered so that they become members of the Association.

Maintenance charge on rented Flats—The matter was discussed in detail .Some members were in favor of it to charge 50% of maintenance charge extra per annum or 10% of the rent per month extra. Some disagreed on the plea that the responsibility to vacate or for any other matter, the association will have to take full responsibility. This was not agreed to. This needs further deliberation after obtaining information from other Housing Complexes.

Fixing Fire Extinguishers in A Type Buildings:- BPHDCL have not taken care of this aspect. With a view to follow W.B. Fire rules the Board decided and approved to fix two types of fire

extinguishers @ Rs1800 Dry chemical powder type-5 kg, @Rs1500 Water CO2 type-9 lit in all the three buildings. One extinguisher has to be refilled also (used in the recent fire in 2E Tower). The total expenditure will be Rs12820/- which will be met from the Maintenance Fund.

Last but not the least, some of the LIG flat owners present in the meeting vehemently opposed to the maintenance charges so fixed. They insisted that Option (iii) should not be accepted, as in their case, the increase in maintenance charge is more than 100%.

Mr. Vijay Singh read out his views in respect of A type flats as follows:

- Flat Area- 406 sq ft
- Tower Structure – G+3
- Flat Clustering – 4 Flats per floor
- Stair case – Single
- Tower Outlet – Single
- Inside Tower Space(semi restricted common area) – Nil (except landing space of two stair case)
- Lift- Nil
- Car Parking – Nil
- Fire fighting device – Nil
- Total common Area as per Form A - 2.0399% of total area
- Facilities pertaining to water supply – UGR -19500 Ltr, OH tanks – 3 no @5000 Ltr capacity.(pump-1no-3 HP. There is no submersible pump)
- Inside Tower lighting – Main gate 1 each floor- 2, in total 6 nos.

He also mentioned that maintenance cost charged by BPHDCL @ 50 p per sq ft was based on actual running cost of tower calculated by their costing dept. He has also shown back-calculation to prove the veracity of the base taken by BPHDCL.

He has also pointed out that it is hard to distinguish / differentiate the common facilities availed by particular sections of residents. Hence, he suggested fixation of maintenance charge be done in equal ratio / percent for each tower keeping original base fixed by BPHDCL i.e. Option (iii), out of the options mentioned by him.

- It is pertinent to mention here that Peerless fixed the maintenance charge prior to possession of the flats. So it is not based on actual cost calculated by their costing dept. as stated above. Further the flat area is the total built up area which includes proportionate common area of each tower. Option (ii) is based on actual cost after deducting lift charges, electricity charges and firefighting maintenance charges while calculating maintenance charges for A Type. It is a rational approach. More over the rate fixed by Peerless didn't have any basis.

The common area is enjoyed by all equally irrespective of the flat size/type. But for maintenance of common facilities, charge is fixed on the basis of flat size which is also to be noted, as stated by Mr. Swapan Bhui.

Therefore, A Type flat owners were requested to accept the above principle and pay the maintenance charges so fixed keeping in mind the harmony of the complex. Even if the rate is slightly higher for this year, but if compared with the rate per flat of other types, it is much cheaper. Further compared to adjacent housing complexes, the rates at Alaktika are much cheaper.

The meeting ended with the vote of thanks to the chair.

12. Copies of Important Notices so far issued

Update on new Website

We are going to discontinue our older website www.alaktika.in with immediate effect and officially move to the new website www.alaktika.mycolony.in. The old website will point to the new site for some time and then slowly it will be deactivated. Similarly we are also going to deactivate the Google-groups and earlier group emails.

From now on, **all communication from society will be posted in the new website notice board**, and all registered members will get SMS / email alerts. All are requested to keep their mobile numbers / email IDs up-to-date in their respective profiles in the website.

Residents can communicate using the new website in three ways -

- Communicate directly with Board (complaints or suggestions) by lodging a complaint in the new website under appropriate head or sending a direct email to alaktikahc@gmail.com addressing the president or the secretary – **this is the only official online communication channel that the board will respond to.**
- Residents can start a new discussion board under appropriate head. This is purely for residents to discuss mutual topics of interest and common problems.
- Residents can use the “ask your neighbor facility” to resolve problems previously faced by other members like getting gas/cable/telephone connections etc.

There is also a feature of sending SOS SMS to all residents for emergencies like blood requirement. All residents and their family members are requested to update their blood groups in the website profile to help us create a blood group database that can be used in emergencies.

All tenants can also register in the website - there is a separate provision for that. Owners are requested to encourage their tenants to register in the website - **tenant registration requests will be granted only if all papers and documentation are in place as required by society norms.**

Tenants / Buyers Notice

Please submit information about your tenants / prospective new buyers of your apartment at Alaktika Housing Complex, in the attached format within one week. These forms have been provided to us by our legal advisor. Our Security personnel will visit all the apartments with the attached forms for this purpose. Please ask your tenants to co-operate with them. Any new tenants / prospective buyers of your flat have to submit these documents to our association before they can move in. The completed forms may be submitted to the Security Supervisor in sealed envelopes. We have already informed the New Town Police Station O.C. regarding this exercise and full co- operation has been promised from their side. This exercise is being undertaken for the safety & security of all residents of Alaktika Housing Complex. This procedure should have been undertaken earlier, but the agency/ies responsible for running the administration of Alaktika did not. Before any more untoward incident happens any further his procedure has to get completed. Please consider this matter as very urgent.

Process for Letting out Flat

It is noted that some flat owners are letting out their flats on rent without payment of all dues and also without submission of proper documents required as instructed by the new town police station.

The following procedures are to be followed while letting out the flat on rent before allowing the tenant to enter:-

1. The flat owner will clear all the dues and obtain NOC from the association office as envisaged in the bye-laws
2. As directed by the new town police station, the flat owner will submit in duplicate the duly completed prescribed forms available in association office or can be downloaded from our website www.alaktika.mycolony.in (under "important resources" link) verified by the new town police station duly stamped before allowing the tenant to enter.
3. Permission will be granted by any one of the office bearer viz. President, secretary, vice president, jt secretary.

This is issued with the approval of the board of managers.

Payment Methods

Since quite a few residents are asking about the details of the payment methods, we are posting the details again here. Pl. note that same details had been also available in the website under "Important Resources".

For payment via Net Banking

Pl. indicate name, flat no. and purpose (i.e. Maintenance 2010-11) [this is mandatory]

Name of Account ALAKTIKA HOUSING COMPLEX, NEW TOWN

Name of Bank Indian Overseas Bank, Rajarhat Branch

Account No 223101000000174 for Maintenance Fund and 223101000000612 for Corpus Fund

SWIFT CODE IOBAINBB015, IFSC CODE IOBA0002231

Email confirmation will be sent by the society after getting update from the bank. Receipts need to be physically collected later from the society office.

For sending payment via post

Pl. send Crossed Account Payee Demand Drafts in favour of ALAKTIKA HOUSING COMPLEX, NEW TOWN, payable at Kolkata. Please do not forget to write your name (Flat Owner's) and flat number on the reverse of the bank draft.

Address for posting is

Secretary, Alaktika Housing Complex

New Town, Rajarhat

Action Area IID, PO. Hatiara

Kolkata - 700157

Account Payee local cheque/At Par cheque will also be accepted, but receipt will be issued from the society office only after realization.

Consolidated Payment Details

As desired by many members, here is the consolidated view of the all the payments required to be made for Maintenance, Corpus and Election Fund for 2010-11 and 2011-12 for different types of flats.

	Maintenance 2010-11	Election Fund 2010	Corpus Fund 2010-11	Maintenance 2011-12	Corpus Fund 2011-12 (Two Installments of 50% each)
Due Date	31/10/2010	31/10/2010	31/03/2011	31/08/2011	31/08/2011 and 30/11/2011
Flat Type	Rs./-	Rs./-	Rs./-	Rs./-	Rs./-
A	2436	300	4705	4333	1841 and 1841
B	8772	300	5500	9288	2145 and 2145
C	12840	300	9975	12132	4434 and 4434
D	16800	300	10075	14364	4484 and 4484
E & F	25296	300	13110	21504	6000 and 6000

Members who have cleared all their dues should ignore this notice.

For payment methods, pl. refer to the "Details of the Payment Methods" notice posted earlier.

Late fee should be calculated as 2% interest per month or parts thereof. For example, if the due date is 31st march 2011 and the payment is being made on 6th Sept, 2011, then late time should be taken as 6 months and late fee will be $6 \times 2 = 12\%$ of the due.

New Generator Connection

In the AGM held on 20th Feb 2011 , it was decided to provide NEW DG CONNECTION to the flat owners ,who have not opted earlier, on deposit of the following amount : (Please refer minutes of AGM available in website www.alaktika.mycolony.in)

250 watt - Rs 15000/- , 500 watt - Rs 22500/-

In addition to above, an amount of Rs 2500/- will be taken extra towards other costs e.g. wiring, purchase of DG back up(Transfer Switch), separate meter , labour charges etc.

It has been decided in the Board meeting held on 25th Sept 2011 that ,those, who are interested to take new DG back up , may now apply in plain paper for 250 watt or 500 watt within 31st December 2011 to the Association. *Presently DG connection up to 500 watt will be given.*

ENHANCEMENT OF CAPACITY OF DG BACK UP TO THE EXISTING CAPACITY HAS NOT BEEN AGREED BY THE BOARD.

13. Resident Guidelines

The following measures are suggested and requested for compliance of all residents so as to make your apartment at Alaktika safe and have smooth, secured and efficient running of allied services:

I. INTERIOR DECORATORS/CONTRACTORS ENGAGED BY THE RESIDENTS FOR FIT-OUT, INTERIOR WORK ETC.

Please inform and apply to the Facility Manager at least 7 days before starting any fit-outs inside your apartment or before starting to move any furniture etc. into the apartment. Instruct your contractor/interior decorator/transporter to meet the Facility Manager to avoid any inconvenience on any account.

Movement of Vehicles inside the complex should be done very cautiously so as to avoid damage of lamp post, breakage of brick partition/damage of overhead cables etc. Transportation of any of the belongings into the complex during night is not allowed.

All occupiers are requested to ensure that all Consultants and Contractors exercise utmost care during the course of their work and should not cause noise, vibration, fire, and inconvenience to other occupants of the Building. Contractors' workmen must also be properly dressed at all times, and confined to the areas in which they are working. As a courtesy to your neighbors please instruct your contractor not to cause any noise in your apartment between 1.30p.m. and 3.30 p.m.

Occupiers are requested also to ensure that their contractor's workmen do not use the premises for any illegal or immoral purposes, and all workers must leave the site on a daily basis. No cooking will be permitted anywhere in the building including the occupied space.

The facility Manager shall allow the Contractor and his workmen access in the site/building between the hours of 8.00 a.m. and 6.00 p.m. except Public Holidays. Outside these hours and public holidays access will be allowed by special prior arrangement only. Night stay by workmen inside the flat is not allowed.

The flat owner shall inform in writing to the Facility Manager /Security in-charge names of workmen with copy of photo ID e.g. Voter Identity card, who will work inside the flat. All workers will be issued temporary passes. The workers will be required to check in at the designated post and display their ID cards or gate passes while working inside the building. Please instruct your contractor or laborers not to park any vehicle inside the complex.

Contractors and Residents are requested to please use the staircases to shift all construction materials as well as Heavy materials. Lifts cannot be used for carrying goods. Security will check this carefully. Laborers/ Contractors are requested to do their jobs inside the premises only where they work and cannot use the staircase or any common space for any other purposes. Offloading of material may please be arranged at the ground level near the entrance of the block. The work is to be supervised by the resident/authorized persons at all times.

All Contractors are kindly advised to remove their own debris outside the complex on daily basis. Please do not place debris anywhere in the common areas including the lift lobby, staircases or toilets or any other place. And shall be moved strictly in accordance with the instructions from Facility Manager and prior arrangements may please be made before any debris are moved out of the occupied space.

Please use light duty drills to drive nails on your walls. Do not use hammers since your walls may develop cracks. Power supply to any appliance will be from own meter. Please do not cut chasses in the walls without supervision from the Facility Manager. Please do not use any heavy duty welding machine or other machine without prior permission form Facility Manager. Please do not lay any concealed wiring, water line, and plumbing line or add any additional electrical switch/switch board in the premises according to the choice of the owners. Please do not erect new brick partitions or break existing partitions inside the apartment. Please do not hang any object for the false ceilings in any part of the apartment. Also no opening shall be made for extra electrical points in the ceiling.

Please do not remove gratings in the toilets & kitchen so as to avoid clogging of the pipeline. Please do not throw any cement slurry, and polishing waste or any other garbage to the floor traps, commodes, basins, as this may be the cause of clogging of the same as well as the pipe line. Proper care may please be taken to ensure that drains don't get blocked during fit-out works. No material is to be dumped down the drain. Stopcocks for the lines may please be closed from mains before any plumbing work is carried out.

Please do not make any openings in your external walls/change any AC or window positions since this will irregularly damage the building. Balcony/Grills Please do not change the colour of your External Balcony, Window/Doors or extend the grills of balcony/window since it will change the elevations of the building. The balcony if covered with grill should be openable and installed in such way so as to allow free access to the firemen in case of fire.

All telephone connections for the floor may please be drawn from the main junction box and no separate cable is allowed from outside the building/ premises.

Please do not use the 6 amps switches for 16 amps purpose. All the apartments have been provided with a specific electrical loading. Hence, please take proper care to avoid any overloading of the electrical points. In case of any overloading, MCB,s provided within the apartment will trip down. In such case please call the facility management team immediately. Please do not access power from electrical lines for common areas.

Change of flooring should not be undertaken, as any excess load will jeopardize the structural stability of the building and safety of the residents living therein. No drilling /Cutting is allowed on the beams & columns. Please do not undertake change of Western Commodes to Indian type pans.

Residents/Workmen are requested to please check the taps every time before going out of their flat.

Collapsible Gate at the main entrance door may please be fitted with minimum projection for the face of the wall without damaging the wall. No encroachment of gate is allowed in common space.

II. GENERAL MAINTENANCE & MABAGEMENT FOR COMMON AREAS

We solicit your help, cooperation and assistance for smooth and efficient running & maintenance of common services. All complaints may please be routed through Facility Manager. Please desist from giving direct instruction to the personnel engaged by the Facility Management Company.

Residents are requested to park their cars in the places earmarked for them only. No parking is allowed in the common areas. Residents are requested to park only one car in each parking space. In case of residents having more than one car, they may please arrange to park in the parking spaces lying vacant on mutual consent from the owner. In such case on NOC may please be obtained from the said owner and has to be submitted to the Facility Manager.

Visitors, car may please be allowed inside the complex subject to the permission and availability of such parking space as decided by the Security staff or else there will be parked outside the complex.

Please do not hang your clothes outside your windows, your balconies or in the common landing etc as a courtesy to other residents at Alaktika.

Please keep the lobby, the corridor of your floor and the stair cases clear. Please do not obstruct it in any manner. This is a safety requirement. Please do not throw plastic carry bags, rubbish etc in the complex. Please do not throw sanitary napkins, Floor cleaning waste water in the commodes.

Plucking of Flowers or Damaging / Felling of Plants / Trees is strictly prohibited.

Please do not spit or litter inside the lift or any other place in the complex. The Fan in the lifts may please be put off by the passengers while leaving the lift to save wastage of power. Please do not make any kind of damage on the walls, railings of the common corridor or Lift Cages.

Garbage may please be disposed off in polythene bags. Please coordinate this with your Facility Manager, who will ordinarily arrange for collection between 9.30 a.m. to 11.30 a.m. every day.

Please ensure that your pets are immunized and are kept on a leash while in the common areas. Please arrange to clean any nuisance that your pets may create in any part of the complex. Lifts are meant for human beings. Pets are not allowed in the lift.

Please do not affix posters or advertisements anywhere in the complex. Please do not write filthy language/graffiti inside the lift or any other place.

In the interest and the safety of your children, please do not allow them to play in the driveways/common areas of the complex or near the water bodies.

Please enquire with the Facility managers for water sources for washing your cars. Vehicles may preferably be washed on the grating areas beside the driveways only. (Not inside the garage space). Entry of Car washers will be allowed from 5 A.M. only.

Please save water and avoid wastage of water. All the toilets and kitchens have been provided with a Main Inlet valve. Please use the same to stop the supply of water, when required.

Please keep your complex neat & clean.

III. FIRE FIGHTING SYSTEM

If the hooter in the corridor is ON, all the residents should evacuate the floor immediately. In case fire breaks out in the building residents are to be evacuated through staircases out of the building. If for some reason the staircase is blocked, please collect in the balcony and await assistance for evacuation.

The manual call points may not be tampered with. Lift should not be used in the event of fire. All Resident are requested to exercise precautions to avoid the chance of fire occurring including the following:

Breakable box for key of roof top has been provided.

Please do not use open flames etc. in common areas.

Fire extinguishers have been provided in each tower.

Welding may please be undertaken only or prior approval of the Facility Managers.

Fire Hose reels may not be used except in an emergency.

IV. DRIVERS, SERVANTS, GUESTS AND TENANTS.

The Residents are requested to kindly cooperate for safety and security of the Complex. Please introduce your tenant with proper details to the Facility Manager as per prescribed format duly signed by New Town Police station so that he may be recognized as a bonafide occupant of your apartment for security and billing purposes. All liability of your tenant however rest on the Resident. Rules for entry of tenant are to be followed strictly.

Please register all Domestic helps, Drivers, Attendants etc with the Facility Manager's desk with identity documents e.g. ration card, voter ID card and obtain Identity Cards that the Facility Manager will issue to them, after they fill up information sheet provided to them by the Facility Manager, duly signed and certified by the respective employer. In the interest of security, please do not invite them into the complex until this formality has been complied with. Please also remember to withdraw these Identity cards when the services of any of these persons are terminated and inform the Facility Manager so that they are able to update their records.

When sending any goods or materials outside the complex with domestic help/contractors please provide the carrier of such goods with appropriate authorization and list of goods so that there is no risk of theft.

Please preannounce your guests/other visitors to the security desk. He will in the ordinary course, obtain your consent before allowing outsiders access to your apartment.

Please instruct your domestic help/caretaker etc. not to invite visitors into the building. The security desk will inform them that they have a visitor and request them to meet outside the building.

Brokers are not allowed inside the Complex.

14. Association Bye Laws

THE WEST BENGAL APARTMENT OWNERSHIP BYE LAWS, 1974,
WITH RESPECT TO
ALAKTIKA HOUSING COMPLEX, NEW TOWN, KOLKATA – 700157,
REG. NO. 19A OF 2010 DT. 7TH JULY 2010

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 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 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 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 of "**Alaktika Housing Complex, New Town**".
- 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 and ending on thirty first day of March;
- g) "Form" means a form appended to these bye-laws;
- h) "Member" means a member of an Association;
- 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, on his notifying the purchase or lease (by obtaining Form C) to the Board concerned 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 of the Board concerned.

(2) Within forty-five days from the appointed day or from the date of submission of the property concerned to the provisions of the Act, 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, from 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 Form No.1 to the Competent Authority which shall register the Association under a serial number, and cause the means 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 February each year.
- (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 yearly 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 ; 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 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.

(11) *The* Association shall cause minutes of proceeding of general meeting of the Board of Managers 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) *The* 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 *the* Association to carry on and manage the affairs and business of the Association 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 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 affected 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.

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) *The* 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 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. Retirement of Managers.- The number of Managers of the Board who shall retire annually shall be the same as the number of Members constituting the Board.

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 co-option 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 31st January 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.

(3) An apartment owner, who has been elected as a Manager of the Board and has held office for the full term or for any part of the term as such Manager, shall not be qualified for re-election as a Manager of Board for the next two terms;

Provided that the Competent Authority may, for reasons to be recorded in writing, declare such apartment owner to be qualified for such re-election.

10. Powers and Duties of the Board.- (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-do-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-laws 4 ;
- (viii) convene annual general meeting of the Association in due time.
- (ix) realize and enforce realization of all dues of the Association and meet all its liabilities ;
- (x) let our 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) In addition to the President, the principal officers of an Association shall, in addition to the Secretary, elect a Treasurer and such other officers as may be necessary all of whom including the Secretary shall be elected by and from the Board, and hold office during the pleasure of the Board. The election of these officers shall be held annually at the first meeting of each Board after the annual retirement of the one-third of the Managers and the election of new Managers in their places. A Manager shall, however, be eligible for being re-elected as President, Secretary or any other officer.

(b) The President shall after each election forward the names of the elected officers of the Association with their respective designation in form no.5 to the Competent Authority who shall cause the said names to be recorded in the relevant register to be maintained for the purpose.

(c) The Managers of a Board including its President, Secretary and Treasurer may be paid honorarium for attending the meetings of the Board or any other business in connection with the affairs of the Association at such rates and under conditions as it may determine from time to time subject to the approval of the Association.

(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-third 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 among 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 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 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 February 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 in 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 shall be operated by the President, the Secretary and the Treasurer jointly;

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.

For the purpose of meeting any emergency situation a maximum amount of Rupees five thousand only can be spent at a time. This expenditure has to be approved by The Board of Managers at its next meeting. Prior approval of the Board is required for all other expenses.

(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.

‘An auditor’ shall be a practicing Chartered Accountant, without having any conflict of interest.

(b) A copy of the audited accounts of each Association along with the 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, established 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-third 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 after 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 value 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 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.

22. 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 the payment deadline, the position of realization 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 realization of Arrears:- If the arrears be not paid within the period referred to in the bye-laws 23, the next meeting of the Board will consider the case of the defaulters individually and will take such steps for realization, as may be considered necessary,

including the prosecution, of the defaulting apartment owner for non-compliance with, and breach of, the provisions of Act and the bye-laws.

If the payment is not made within one month of the payment deadline, the Board is empowered to levy interest as per resolution of the Board.

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 responsible for the damage that his failure to undertake such work may cause to the said property 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 affected 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.

(5) Every Apartment owner shall incur all the expenses for repairing of and other expenses regarding maintenance of the flat owned by him. He shall equally contribute in future expenses regarding development work and general maintenance of the multi-storied building as will be fixed by the society from time to time.

(6) Every Apartment owner covenants to keep his/her flat walls, sewers, drains, pipes and other fitting fixtures and appurtenance belonging thereto, in good working order and condition and in good repair and protect other parts of the said building as also his/her own flat.

(7) Apartment owners shall not use the said flat or any part thereof for any purpose whatsoever other than for residential purpose nor shall use it in such a manner which may cause or likely to cause nuisance or annoyance to the occupants of other flats of the said building or to the owners or occupiers of the adjoining or neighboring properties.

(8) Apartment owners shall not use the said flat for any illegal or immoral purpose or as a restaurant, work shop, godown, mess, hostel, shop, nursing home, clinic, school or home for orphans and destitutes or as a Church, Temple, Mosque, etc.

(9) Apartment owners shall not at any time demolish or damage or cause to demolish or damage the said flat or part thereof nor shall he/she at any time make or cause to be made any addition or alteration of whatsoever nature to the said flat or any part thereof without prior permission in writing permission from the Association. Apartment owners shall not close Verandah, lounges or balconies, nor shall alter the elevation and outside colour scheme of the said building, without the prior permission in writing of the Association.

(10) The Apartment owners shall have no claim or right or interest of any nature or kind over or in respect of any open space, lobbies, stair case, lifts, terrace, roofs, except the right to use the same in common with others and the said property shall remain the property of the Association.

(11) If at any time any addition or alteration in or about or relating to the said building area, thereafter, is required to be carried out at the instance of the Association, Government or any statutory body, the same shall be carried out by the Association, the cost of which will be shared by all the Apartments owners of the building equally as per the apportionment to be made by the Association and the same shall be conclusive, final and binding upon the Apartment owners.

(12) The Apartment owners shall not throw or accumulate any dirt, rag, rubbish or other refuse or permit the same to be thrown or allow the same to be accumulated in the said flat or in the compound or any portion of the said building. The apartment owner shall use only gas or electricity or kerosene for cooking in the said flat but in no case shall burn coal, coke and timber in the flat.

(13) The Apartment owners shall not do or cause to be done or permit any act, deed or thing or allow storage of inflammable articles etc. which may render void or voidable any insurance or cause any increase or premium in respect of the said building.

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.

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.- (a) The owner or occupier of an apartment shall not place or cause to be placed in the lobbies, vestibules, stair-ways, 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 neighboring 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 bye-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.

31 A. Step to be taken In case of transfer/rent of the flat.- *If the flat is proposed to be rented then the flat owner should intimate the Association in advance about their personal details*

in the prescribed Form available from Association office in duplicate along with photocopies of relevant documents. A particular duly filled in is to be deposited at the New Town Police Station. A "received copy" of the same is to be submitted to the Association office as soon as possible.

As these flats are for residential purpose, flat owners will be permitted to sell or rent out their flats for residential purpose only after obtaining 'No Dues Certificate' from the Association.

31 B. Issue of Gate Pass for movement of assets- *In case of furniture/s or other household items, entry or exit, the matter should be informed to Association Office two days in advance and on the basis of permission GATE PASS should be collected.*

31 C. Steps to be taken in case of domestic pets.- *Domestic pets (dogs, etc.) must be vaccinated every year/as per rule and photocopy of the certificate in this effect from a registered veterinary doctor, should be deposited in the Association Office, every year. Also a certificate confirming absence of infectious diseases should be deposited. Pets must be looked after properly, so that they are not allowed to toilet in the common areas.*

31 D. Booking of Community Hall: *Community Halls for private use by the members will be allowed, paying a user charge, which will be fixed by the Association, from time to time. The allotment of Halls will be done on a first-cum-first serve basis on the submission of written application to the secretary of the Association and advance user charge deposit. However, the Halls may not be allowed for private use if it coincides with any official function of the Association requiring the use of the Halls.*

CHAPTER VII – MISCELLANEOUS

32. These bye-laws are mandatory and breach of any of these bye-laws by 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.

15. Tenant Form

BIO-DATA (TENANTS / NEW PURCHASER)

Flat Owner's Name :	
Flat No.:	

NAME (IN BLOCK LETTERS) :

DATE OF BIRTH :

FATHER'S / HUSBAND'S NAME :

PERMANENT ADDRESS :

EDUCATIONAL QUALIFICATIONS :

OCCUPATION :

FAMILY DETAILS :

WHETHER ANY CRIMINAL CASE, :
EITHER INSTITUTED OR PENDING
IN COURT

INCOME TAX PAN :

REFERENCE : 1.

2.

PURPOSE FOR WHICH FLAT :
IS REQUIRED

SIGNATURE OF PERSON
MAKING THE DECLARATION

INFORMATION SHEET IN RESPECT OF TENANTS / NEW OWNERS

FOR ALAKTIKA HOUSING COMPLEX, NEW TOWN, KOLKATA 700157, P.S. NEW TOWN

FLAT NO.:

1. NAME & ADDRESS OF THE PRESENT HOUSE OWNER :

CONTACT NO.:

2. NAME & PERMANENT ADDRESS OF THE TENANT :

CONTACT NO.:

3. PROFESSION OF THE OCCUPANT :

4. NAME & ADDRESS OF PERSON / COMPANY / AGENT / WHO INTRODUCED THE TENANT TO THE APARTMENT OWNER (IF ANY) :

CONTACT NO.:

5. DATE FROM WHICH APARTMENT IS OCCUPIED :

6. WHETHER MUNICIPAL AUTHORITY IS AWARE OF THE TENANT, IF NOT INTIMATION MAY BE GIVEN IMMEDIATELY.:

SIGNATURE OF THE TENANT

SIGNATURE OF THE HOUSE OWNER

DATE OF SUBMISSION OF THE FORM TO THE P.S.:

(One copy will be kept by the apartment owner & one copy to be submitted to the Apartment Owner's Association)

NAME OF THE BLOCK OFFICER

SIGNATURE OF INSPECTOR-IN-CHARGE

SEPARATE SHEET FOR INDIVIDUAL TENANT SHOULD BE SUBMITTED

Date

To
The Secretary,
Alakika Housing Complex, New Town,
P.O : Hatiana,
Kolkata - 700 157.

Subject : APPLICATION FOR PERMISSION FOR TENANT.

Sir,

I, the undersigned Sri / Smt. _____ being the owner of flat no. _____ in Alakika Housing Complex, New Town, Kolkata – 700157, hereby request you to permit Sri/Smt. _____ as the tenant (Who is my _____ by relation in my aforesaid flat for the period from _____ to _____. I am enclosing herewith two copies of the following documents for your kind perusal.

I am enclosing herewith two copies of the following documents for your kind perusal.

1. Request from Owner indicating reason to let-out the premises.
2. Letter/undertaking from tenant to abide by all Rules & Regulations of the Society.
3. Bio-data of the tenant as per the proforma enclosed.
4. Two passport sized photographs of the tenant.
5. Photocopy of the agreement (notarized), between the apartment owner and the tenant.
6. Photo copy of the 'Photo Identity Card' (Voter ID, Ration Card, PAN Card, Passport, Office ID – any one).
7. Whether owns Four / Two wheeler Yes / No
8. If Yes, Reg. No (Xerox)
9. Employer certificate.

Thanking you,

Yours truly,

Signature of the Flat Owner
Address :

Telephone / Mobile No. :
E-mail ID :

16. Resident Directory

No.	Flat No.	Owner Name	Email (R)	Phone (Alaktika Landline)	Phone(Mobile / Residence)
1	1A-G01	ARSHAD ALI / AMINA KHATOON	arshadali2006@gmail.com		9331920917
2	1A-G02	MIRA DUTTA			9339635271
3	1A-G03	SUBHAS CHANDRA PANDEY			9477321269
4	1A-G04	AMAR NATH MUKHERJEE			2358 6402
5	1A-101	RUMA GHOSH			9830222898
6	1A-102	ADHIR CHAKRABORTY			9830332960
7	1A-103	RAMENDRA NATH DEY			9477540078
8	1A-104	SITANGSHU SEKHAR DUTTA / ALOKA DUTTA			2356 0964
9	1A-201	ARPITA DAS / KRISHNENDU DAS			2694 2589
10	1A-202	VIJAY KUMAR DALMIA			9330853334
11	1A-203	ASHIS KUMAR PAUL / MITALI PAUL			9830781043
12	1A-204	CHAMPAKALI BAKSHI	champakali_83@yahoo.com		9831000756
13	1A-301	PROSENJIT SAHA			9434317613
14	1A-302	SOMENDRA PRATAP SINGH	spsingh370@gmail.com		9836094833
15	1A-303	MOZAMMEL TARAFDER / KHABIRON BIBI			9830162673
16	1A-304	SUDHA PANDEY	pandey_ys@hotmail.com		9830713377
17	2A-G01	VIJAY KUMAR SINGH	vijaybindu2001@yahoo.co.in		9903332030
18	2A-G02	RABI SINGHA ROY			9836033221
19	2A-G03	SHAHZAD ALAM			9831091132
20	2A-G04	SWASTIMOYEE DAS			9339851821
21	2A-101	JAYANTA KUMAR DEY			9831196074
22	2A-102	NAZIR HOSSAIN MONDAL / FATEMA PARVIN			9830204029
23	2A-103	MIRA MUKHERJEE	pkmitra_dstps@yahoo.com		9474376739
24	2A-104	MAHESH VADDI			9330221219
25	2A-201	SUNIL KUMAR SINGH			9830294685
26	2A-202	DEBANJANA CHATTERJEE			9836490110
27	2A-203	TANUJ KUMAR BISWAS			
28	2A-204	SARFARAZ AHMED KHAN			9051660925
29	2A-301	RAVINDRA SHAH			9903899553
30	2A-302	LAKSHMI KANT GHOSH			9748238236
31	2A-303	ANADI NATH BHATTACHARJEE			03453 256844
32	2A-304	SUNIL KUMAR PATHAK	sunilpathak01@gmail.com		9674167478
33	3A-G01	PARTHA SARATHI BASU		25266915	9433671564
34	3A-G02	CHANCHAL PYNE	pyen@srei.com		9830221521
35	3A-G03	BADAL MANDAL			2585 8973

36	3A-G04	SHEKHAR CHAKRABORTY			9434376775
37	3A-101	RAJESH CHAKRABORTY	rajesh_iiswbm@yahoo.co.in		9830126973
38	3A-102	ABHIJIT GHOSAL			9431337477
39	3A-103	SYED MOHD. ZAFAR	tabassumzafar@rediffmail.com		9681710056
40	3A-104	RAMA SHANKARLAL SRIVASTAVA			9831015253
41	3A-201	ANITA GUPTA			9830155407
42	3A-202	UNREGISTERED FLAT			
43	3A-203	SUDEEP KUMAR MANDI			0322 264066
44	3A-204	BISWANATH SAHA			9830604312
45	3A-301	RABINDRA NATH RUDRA			9874802663
46	3A-302	KRISHNA GOPAL MANDAL			30933400
47	3A-303	BINA KHETAN			9331017111
48	3A-304	PRABIR PAUL	biswasgr@vsnl.com		9331017111
49	1B-101	LALITA KHAITAN			9332612176
50	1B-102	TAPAN KUMAR GHOSH / TAMA GHOSH	tk.29ghosh@gmail.com		9433672933
51	1B-103	MADHUSUDAN MUKHERJEE / APARNA MUKHERJEE	m_mukherjee_pkp@yahoo.com		9433173293
52	1B-104	SAURABH LAHIRI	saurabh_669@yahoo.co.in		9433001224
53	1B-105	ARUN SANKAR CHATTERJEE / KALPANA CHATTERJEE			9432173376
54	1B-106	SUBRATA ROY			+95321726527 7
55	1B-107	SANTOSH MISHRA / RAJIV MISHRA			9331029220
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67	1B-303	SUDIPTA GHOSH / MANJUSHREE GHOSH	dgpsudipta@yahoo.com		9433231401

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70	1B-306	PURNIMA DAS			03523 243271
71	1B-307	DEBASHIS HAZRA			0342 2566892
72	1B-308	PARTHA CHOUDHURY / SOMA CHOUDHURY		25266022	9433545570
73	1B-401	ANAMITRA GHOSH / TUSHAR KANTI GHOSH			2337 7956
74	1B-402	PRONATI ROY / LAKSHMI NARAYAN ROY			9830515170
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297	1D-803	RAJA MUKHERJEE	rmukherjee555@hotmail.com		9330897497
298	1D-901	PARVEEN AGARWAL / VIBHA AGARWAL	agarwalparve@gmail.com		9823435152
299	1D-902	DEIPA NARAYAN JHA / UDIT NARAYAN JHA			022 26367045
300	1D-903	SAURAV KUMAR / NIBEDITA SARDAR	sauravk@rediffmail.com		9999342796
301	2D-101	SARIT KUMAR DAS / SHELLEY DAS	skdas@ee.iitkgp.ernet.in	40620486	03222 283045
302	2D-102	RAMKUMAR GUNIACHANDRASEKARA N / SANTA GHOSH	gcrankumar@yahoo.com		+41622960120
303	2D-103	DEBASHISH BISWAS / PRADIPTA BISWAS			23217518
304	2D-201	ARINDAM BASAK / KALPANA BASAK	ramkanaibasak@yahoo.co.in		9831362484
305	2D-202	SUBRATA DASGUPTA / SUSMITA DASGUPTA	subrata.dasgupta@ardara_me.com		96824505660
306	2D-203	MANOJIT DAM	dam_1947@yahoo.in		9836830039
307	2D-301	SANDIP DATTA / PARAMITA DATTA	sandip0807@yahoo.com		254-20826104
308	2D-302	BISWADEB BANDYOPADHYAY	biswadeb_bandyopadhyay@yahoo.co.in		9903052768
309	2D-303	VIJAY KRISHNA OJHA / SHEILA OJHA	vijoy_3k_2000@yahoo.co.in	25266909	8017031724
310	2D-401	KAUSHIK ROY / DEBAMITRA ROY			2436 3181
311	2D-402	SASHANKA SHEKHAR BANERJEE / MALABIKA BANERJEE	ssb30101953@yahoo.com		0129 5081124
312	2D-403	MANOJ KUMAR PATHAK / ARCHANA PATHAK	manoj_pathak4@yahoo.com	40620244	9830192148
313	2D-501	AVIJIT DUTTA ROY	avijit_dr@yahoo.com	25266906	25731400
314	2D-502	SURYASISH GUPTA	suryagupta@hotmail.com		9830203783
315	2D-503	PARTHA GHOSH / PAROMITA GHOSH	partha1971@gmail.com		2146045303
316	2D-601	RITA DAS	biplab_das33@yahoo.com		9434025751

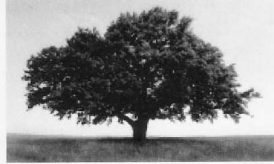
317	2D-602	JAHARLAL BANERJEE / SAMPA BANERJEE	jaharlal.banerjee@rediffmail.com		2455 4026
318	2D-603	AVIJIT MUKHERJEE / PURNIMA MUKHERJEE	gm.iitkgp@gmail.com	40620757 25266020	9434017385
319	2D-701	ASHOK MANNA / TAPASI MANNA	ashokmanna@hotmail.com		9884040458
320	2D-702	ANINDYA KUMAR BASU / SRABONI BASU	santool123@yahoo.com		+13034006820
321	2D-703	PRABIR KUMAR SANDELL / SUNANDA SANDELL	prabirsandell@gmail.com		9810078806
322	2D-801	KAUSIK BAGCHI / URMI BAGCHI	kausikbagchi@hotmail.com		040 23544724
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326	2D-902	SANTANU GHOSH / URMI ROY CHAUDHURY	santanurmi@yahoo.com		9830512356
327	2D-903	IFTEKAR ALI BISWAS / SUKANYA PANDA	iabiswas@yahoo.com	40618169	9954049109
328	3D-101	SWAPAN KUMAR PANDA	skpanda@essar.com		9879102865
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330	3D-103	AMIT KUMAR GHOSH / SUNITA GHOSH			0343 2534659
331	3D-201	SWAPAN KUMAR PRADHAN	swapankumarpradhan@yahoo.co.in	40620174	9903705205
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338	3D-402	PALLAB DASGUPTA / SAGARIKA DASGUPTA	pallab@cse.iitkgp.in		9434016141
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353	3D-902	DEBASISH CHATTOPADHYAY / SUCHITA (NANDI)CHATTOPADHYAY	debasishch64@rediffmail.com	25266018	9434031436
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364	1E-502	BISWAJEET SEN GUPTA / MITUL MUKHERJEE			24655763
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368	1E-702	PRATYUSH DASGUPTA / OINDRILA DASGUPTA	pratyush.dasgupta@flextronics software.com		011 26178954
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371	2E-101	ARJOO BANDOPADHAY / DOLLY BANDOPADHAY	arjoo.bandopadhay@reynoldspk g.com		+4122607435
372	2E-102	LALITA BARNWAL			9334911991
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378	2E-402	AYON MANDAL / TITHIPARNA SENGUPTA	ayon.mandal@gmail.com		9831448826
379	2E-501	SHILPI MUKHOPADHYAY / BIKRAMADITYA MUKHOPADHYAY	shilpi_mukhopadhyay@yahoo.c om.hk		9831368767
380	2E-502	MOUSUMI ROY / BASAB ROY	roybasab@hotmail.com	25266913	2551 6955
381	2E-601	SWAPAN KUMAR BHUIN	swapan.bhuin@wipro.com		03243 265355
382	2E-602	VED PRAKASH CHHAPARIA / AMITAVH PHUKAN & MR. PRAVEEN GOENKA	praveen@goenka.co.in		40045230
383	2E-701	KAUSHIK KUNDU / ARUNA KUNDU	kkundu@yahoo.com		23374195
384	2E-702	SUBHADIP CHATTERJEE / SASWATI CHATTERJEE	subhdipsas@yahoo.com	40620262	9830325119
385	2E-801	RITA PAL / GAUTAM PAL	gautampal18@hotmail.com		9903011356
386	2E-802	SWAPNA CHHETRI	swapan_chhetri@yahoo.co.in	40620684	9831194337
387	1F-901	RAKESH BATRA / NANDINI SINHA BATRA	rbatra81@hotmail.com		9845466040
388	1F-902	SANDIP KAR / REKHA KAR			9830029870
389	2F-901	BIPUL RANJAN SARKAR	bipulranjans@yahoo.co.in		9433330881
390	2F-902	GENERAL FINANCE &INVESTMENT COMPANY LTD	ranjan.ghosh@peerless.co.in		9830177580

17. Awards

"ADOPT A TREE"



A Tree Plantation Campaign

Organised by

SONATA FOUNDATION, CALCUTTA

(Regd.No. S/80630 of 1995-96 under Societies Act XXIV of 1961)
Plant/AA-1/3A, Block – BB, Action Area – IB, New Town, Rajarhat, Kolkata - 700 156
Ph:2481-6007,9831064535

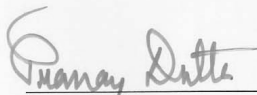
CERTIFICATE OF APPRECIATION

Awarded to

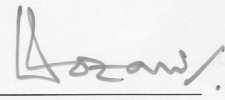
ALAKTIKA SOMANNAY PUJA COMMITTEE

*for active participation and worthy contribution to the success of Tree
Plantation Project in Rajarhat.*

Given on this 14th day of OCTOBER, 2010.



Pranay Dutta
Hony.Secretary
Sonata Foundation, Calcutta



A. Dilip Rozario
Founder Member
Sonata Foundation, Calcutta

18. Important Telephone Numbers

Association

Office	- 40620274 / 25266969
Security Gate	- 40620094
Facility Manager	- 40620092
Water / Electricity	- 40620093

Airtel Intercom

4274
4094
4092
4093

Hospitals

Charnock	- 40500500
Zoom	- 25708440
Apollo	- 23203040, 1066
AMRI Salt Lake	- 64500000
Columbia Asia	- 39898969

Ambulance

- 23671213

Police

New Town Police Station - 23241266

Fire

- 23575393