

SILPA BRINDAVAN HOUSE OWNERS WELFARE ASSOCIATION
KUKATPALLY, SHAMSHIGUDA, HYDERABAD

1. **Name of the Association :** The name of the Association shall be "Silpa Brindavan House Owners Welfare Association"

2. **Location of Office:** The office of the Association is currently located in the Clubhouse at the premises of Silpa Brindavan, Kukatpally, Shamshiguda, Hyderabad.

3. **Short Title, Commencement:**
 - i. These bye-laws may be called the Silpa Brindavan House Owners Welfare Association bye-laws.
 - ii. These bye-laws shall come into force on the date when the Association is formed. Any amendments to the bye-laws will come into force immediately after approval by the General Body.

4. **Provisions:** The provisions of these Bye-laws apply to the members of "Silpa Brindavan House Owners Welfare Association"

All present or future owners (those who own a plot, those plot owners who have started construction or those who own a residential building), tenants, or their employees or any other persons that might use the facilities of the colony in any manner, are subject to the regulations set forth in these bye-laws.

The mere acquisition or taking on rental of any of the houses in the colony or mere act of occupancy of any of the said houses, the purchase of a plot and those plot owners who have started the construction by obtaining permission will signify that these bye-laws are accepted, ratified and will be complied with.

5. Definitions:

- i) In these Bye-laws unless the context requires otherwise:
 - a) **'ACT'** means the Telangana Public Societies Registration Act 1350 Fasli.
 - b) **'ASSOCIATION'** means the association of all the current and future owners of Silpa Brindavan Colony. The owners include: a) those that have purchased a plot in the colony, b) those that have purchased a plot in the colony and have started construction and c) those who own residential building in the colony

c) **'BUILDINGS'** means the residential buildings located at Silpa Brindavan colony, Kukatpally, Shamshiguda, Hyderabad known as SILPA BRINDAVAN including the plots, land, the common areas and other facilities forming part thereof and the buildings located in the colony.

d) **'EXECUTIVE COMMITTEE'** means the executive body consisting of persons all of whom shall be the owners of either plots or buildings of SILPA BRINDAVAN excepting members from the tenants.

e) **'OWNERS'** means a) those owning a residential building, b) those owning plots (current and future) who haven't started construction yet, c) those owning plots who have obtained permissions for construction of houses and have started construction in Silpa Brindavan Colony.

f) **'MEMBER'** means the member of the Association who owns a plot/house in the layout (see Annexure A), assigned within the boundary as approved by GHMC (G1/9555/2011/110).

g) **'MAJORITY OF OWNERS'** mean those owners holding 51% of the votes among the existing owners in the colony.

h) **'SECTION'** means a section of the Act.

i) **'COMMON AREAS AND FACILITIES'** shall mean and include (unless otherwise provided herein after):

- i) The land in which the building is located.
- ii) Open yards, gardens, parking areas, storage spaces and recreation rooms, swimming pool, Gym centre, Clubhouse, Park areas and other common areas which are provided by the builder.
- iii) The premises for the lodging of the employees of the Association
- iv) Installations of Govt. services such as power, light, water and other services.
- v) Lights, Tanks, Bore wells, pumps, motors, ducts and in general all apparatus and installations existing for common use.
- vi) All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.

j) **'COMMON EXPENSES'** shall mean:

- a) All sums lawfully assessed and declared as payable by the owners /tenants of all buildings as decided by the executive committee.
- b) Expenses of Administration, maintenance, repairs, or replacement of the common areas and facilities which are to be provided to the members of the Association.
- c) Expenses agreed upon as common expenses by the association of residential houses in the said colony.
- d) Any other expenses declared common expenses by the Association

ii) Words and expressions used in these bye-laws but not defined shall have the meaning respectively assigned to them in the Act.

6. Functions:

The Functions of the Association are:

- a) To be and act as the Association of Owners called as 'Silpa Brindavan House Owners Welfare Association', Kukatpally, Shamshiguda, Hyderabad who has filed their respective declarations submitting their houses/residential complex to the provisions of the Act.
- b) To secure possession, to promote and maintain all the properties of the colony like bore wells, pumps, water tanks, transformers, roads, parks, swimming pool, electrical lines, clubhouse and other common areas which are provided by the builder.
- c) To arrange the general upkeep and lighting of the premises.
- d) To arrange general upkeep for essential services like electricity, water, drainage, and such other services as may be required for the common use and welfare of the members.
- e) To provide, establish and maintain social, recreational, educational and public health services for the benefit of the members
- f) To take care of the white washing of the common walls, paintings of the arches and others exteriors of the complex and arrange periodical washing, painting to the complex.
- g) To repair, alter or otherwise deal with the colony, or any other external common usages.
- h) To insure the buildings if necessary against fire, earth quakes, accidents, or other natural calamities etc.
- i) To do all things considered necessary and expedient for the accomplishment of the said objectives and for the comfort, convenience, welfare and security of the members
- j) To invest or deposit money or which is supposed to be collected by way of a corpus fund.
- k) To provide for and do all and any of the matter provided in sub-section (2) of the Act.
- l) Keeping the colony clean by protecting the trees and plants in common areas.

7. Membership:

- i. All persons who are the existing owners of the houses in the colony, those who own plots, those who own plots and have started the construction of their respective houses in the Silpa Brindavan colony shall automatically be members of the Association. A member can be represented by anyone (provided his/her age is not less than 18 years) or a GPA holder. However, such an arrangement is to be communicated to the association and shall be valid until the said arrangement is terminated in writing by the owner and communicated to the Association. A member can be represented by a tenant for the purpose of voting if an authorization letter is provided by the owner.
- ii. Upon any Plot/House Owner selling his/her plot/house or absolutely conveying the same by way of gift under his will or otherwise, the purchaser shall automatically have right to become a member of the Association, by production of such evidence or document to the Association
- iii. On the death of the plot/house owner, upon subsequent transfer to the person or persons to whom he bequeaths the same by his will or to the legal representatives of his estate, such person(s) shall have the right to become the members
- iv. No tenant shall be an office bearer; however, he/she can be a tenant member of the Executive committee.

8. Membership Fee and Maintenance Charges:

- i. **Membership Fee:** A onetime membership fee for each owner member is fixed for an amount of Rs. 500 or as fixed by the Executive committee of the Association and which will not be refunded under any circumstances (Sale/ Transfer/ Lease/ Death). Every member should fill out the membership form obtained from the association and submit a copy of the sale deed (the page that contains the names of the owners should suffice). This helps to update the member database and also establish who is eligible to contest for elections and vote.
- ii. **Maintenance Charges:** Maintenance charges shall be paid by the members on or before the 10th day of every month to the extent as decided by the executive committee from time to time. A late fee of 5% of outstanding dues will be charged if the payment is not made by the 15th day of the month. The charges are to be paid in advance for every month to meet the expenditure on common services like water supply, electricity and upkeep of premises, watch and ward services, electrician, plumber, supervisor, worker's salaries, cleaning charges, and for any other charges etc., In case the maintenance charges are not paid for two consecutive months at a stretch the services to the defaulters will be liable to be stopped and the Executive Committee shall have full powers to curtail/disconnect the services to the defaulters. Maintenance charges shall be payable even if the house remains vacant for about a period of two months. Please refer to Annexure B for the maintenance charges. This is subject to change and in which case only Annexure B will be updated.

9. Administration of the colony:

The Administration of the colony shall be the responsibility of the Executive Committee elected by the General Body.

10. General Body:

- i. The members of the association shall constitute the 'General Body' of the association.
- ii. The General body shall have the powers to elect, dissolve, or constitute the Executive committee from time to time and the term for the committee has been fixed for two years.
- iii. The General body shall have the right to amend or alter the Bye-laws of these association by 2/3rd majority vote of the members present out of the quorum at a special meeting convened for the purpose of the association.
- iv. Any vote is valid only if it is cast in person at the meeting.

11. General Body Meeting:

- i. The General body shall meet once in a year to pass the budget for the ensuing year, and to approve the expenditure statement of the previous year, to approve the report of the activities and the appointment of an Auditor to audit the accounts.
- ii. The executive committee may, for a special reasons under the advice of the President or at the request of the majority of members of Executive Committee may call for a special General Body meeting over and above the scheduled meeting, by giving an urgent notice to all the members of the association.
- iii. An extraordinary General Body Meeting shall be called on requisition by 50% of the members by giving written requisition to the Secretary indicating the purpose and upon such request the General Body meeting shall be convened within 15 days of the receipt of such notice.
- iv. The quorum for transacting business in any meeting of the General Body shall be 50% of the members. However, if less than the quorum members are present in a particular meeting the President may adjourn the meeting for 30 minutes and thereafter proceed with the business of the meeting and the decision of the majority members at the meeting shall be binding.
- v. **Place of the Meeting:** Meetings of the General Body shall be held at the office of "Silpa Brindavan House Owners Welfare Association".

- vi. **Notice of the Meetings:** It shall be the duty of the Secretary to send a notice of each annual or special meeting stating the purpose, time and place for such meeting. Such notice shall be given at least one week in advance but not more than 15 days notice is necessary, except in the case an urgent meeting is called for.
- vii. **Voting:** Every member (plot/house owner) has only **one** vote. To clarify further, every unit (house or plot) has one vote – two members attending from the same unit cannot cast a vote each. A simple majority of the members present will decide any issue. No member shall be entitled to vote on the election of members of EC or office bearers or be entitled to stand for election to such office if he is in arrears of any sum due from him in respect of his contribution for maintenance charges or any other charges imposed on him by EC for more than sixty days preceding the time of the vote. **Joint Owners:** Where a plot/house which has been purchased in shared manner of 2 or more persons jointly, only one of the joint owners has the right to vote. In case of dispute between the joint owners, the primary owner has the right to vote.
- viii. **Proxy:** A Proxy can attend a meeting with specific authorization from the concerned owner to attend and to vote and such authorization letter shall be produced at least one day in advance of such meeting. Each eligible proxy shall vote only once.

12. Executive Committee:

- i. The association shall have an Executive committee elected by the General Body by a secret ballot or by any other method approved by the General Body. The tenure of the Executive Committee is set for 2 years. Before the date fixed for the General Body meeting the Secretary shall notify the election programme and call for the nominations. The Secretary will prepare the list of voters who are regular payment of maintenance charges. Defaulters are not eligible to vote in elections. The candidate proposed for a position shall express his willingness by putting his signature on the nomination paper. These valid nominations shall be eligible of election. Where the candidates nominated are equal to the positions, there will be no election and the candidates will be declared elected unanimously. The Executive Committee shall consist of the following.

Office bearers:

- a) President (One)
- b) Vice President (One)
- c) General Secretary (One)
- d) Joint Secretary (One)
- e) Treasurer (One)

Executive Committee Members:

- a) One member representing tenants.
- b) One member from the senior citizens.

- c) One woman member.
- d) One (or more) members from owners as deemed necessary.

ii. **Eligibility:**

- a) No person shall be eligible for being chosen as an Office bearer or a member of the Executive Committee, if he/she is in default to the Association for a period of 60 days or more in respect of the monthly maintenance charges or any other amount that is payable to the association at the time of the elections, or if he has pending legal cases filed against the association.
 - b) **Office Bearers:** *Only owners* (either plot or house) and *whose name appears* on the title deed are eligible to be the Office bearers. A spouse whose name doesn't appear on the title deed or a GPA holder is not eligible to be the Office Bearer.
 - c) **Executive Member:** Any owner (plot or house) including the non-primary owner in the case of Joint Owners is eligible to be an Executive Member. A spouse who is not on the title deed is also eligible to be an Executive member. **Senior Citizen:** Any owner (plot or house) who is a senior citizen OR any of the parents of non-senior citizen owner is eligible to serve as a Senior Citizen Executive member.
- iii. The vacancies of the President and Secretary arising due to any reason in the middle of the year will be filled up automatically by the other members of the Executive Committee.
- iv. The Executive Committee may fill up the other vacancies occurring during the year by co-opting deserving active members.
- v. At the discretion of the Executive Committee the post of office bearers may be rotated among the members of Executive committee, if not otherwise disqualified.
- vi. If a member of an Executive Committee is absent for three consecutive meetings without any valid reason, the member will automatically cease to be the member of Executive Committee. The Executive Committee's decision in all such matters is final. The Executive Committee shall have the powers to co-opt a deserving member into the Executive Committee in case of such vacancies.

13. Functions and Powers of the Executive Committee are:

- i. The Executive Committee shall ordinarily meet once every calendar month or as frequently as necessary for transacting business.
- ii. The Executive Committee shall be responsible to approve the expenditure and activities of the association from time to time
- iii. The Executive Committee shall take decisions from time to time within the scope of the directives given by the General Body.

- iv. The Executive Committee shall have the power to administrate the association for the attainment of objectives set out in the bye-laws.
- v. The Executive Committee shall have the powers to initiate action, including legal action against any member or his representative for violation of the bye-laws or any other person or persons in the larger interest or the residents of the colony.
- vi. The Executive Committee shall be responsible for care, upkeep, supervision of the colony and other common areas and facilities and the restricted common areas and facilities.
- vii. The Executive Committee shall have the authority to collect monthly maintenance charges or other funds from the members of the association as fixed by the Executive Committee.
- viii. The Executive Committee shall have the exclusive authority for designation employment, remuneration and dismiss the personnel necessary for the maintenance /operation of the 'Silpa Brindavan house Owners Welfare Association colony' common areas and facilities and the restricted common areas.
- ix. The Executive Committee shall provide for the manner in which the audit is to be carried out and accounts of the association shall be maintained.
- x. The Executive Committee shall inspect the accounts kept by the Secretary and or the Treasurer and examine the registers and account books and to take steps for recovery of all sums due to the Association.
- xi. The Executive Committee shall sanction working expenses, count cash balance and deal with other miscellaneous business.
- xii. The Executive Committee shall see that the cash book and other books are written promptly and signed daily by one of the members of the Executive committee authorised in this behalf.
- xiii. The Executive Committee shall hear and deal with complaints from members / occupants.
- xiv. The Executive Committee shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such things as covered under these bye-laws.
- xv. The Executive Committee shall have the powers to prevent unauthorised structures, and which are proposed to be constructed not as otherwise shown in the brochure provided by the builder, and the other modifications, extensions and subletting the houses. Apartments also cannot be constructed in the layout and the Executive Committee has the powers to take appropriate action including legal against any member who violates this provision.

- xvi. The Executive Committee shall have the power to negotiate and arrange for common facilities such as dish antenna system, security system, plumber, electrician, laundry, and decoration of streets and other common facilities which are provided to the members of the association within the colony.
- xvii. The Executive Committee has the powers to spend up to Rs. 50,000/- per transaction for repairs or any other expenditure as deemed necessary. In case of emergencies that require spending more than Rs.50,000, the Executive Committee can go ahead with the expenditure and get it ratified later by getting approval in the General Body. In addition, if money from an existing Fixed Deposit needs to be used, it will require approval by the General Body.
- xviii. The Executive Committee is empowered to impose fine up to Rs. 1500/- for cutting any trees, cause disturbance to peace, throwing garbage in common areas, nuisance by pets, causing damage to Association's property.
- xix. The Executive Committee has the powers to take appropriate action (stop the construction workers from entering the layout, stop water connection, stop the construction work etc) including legal against those plot owners who have outstanding maintenance dues.
- xx. **Quorum for the Executive Committee:** The quorum requirement for any decisions to be taken by the Executive Committee shall be more than half of the members of the committee. And, all the decisions shall be on the basis of majority vote.

14. Functions of the Office Bearers:

President

The President is the head of the Association and shall preside over the meetings of the Executive Committee and the General Body. He shall direct and control the activities of the Association, through the Executive committee.

Vice President

In the absence of the President the Vice President shall take over the functions of the President

General Secretary

The Secretary shall be responsible for the General Administration of the Association subject to the control of the President and the Executive Committee.

The General Secretary shall:

- a) Have custody of all account books and registers of the association.
- b) Have an authority to sue or be sued on behalf of the Association. All the bonds, fixed deposits, receipts in favour of the Association shall be in the name of his office.
- c) Arrange for the holding of the meetings of the Executive Committee and the General Body.
- d) Implement the decisions of the Executive Committee and the General Body.

Joint Secretary

In the absence of the Secretary the Joint Secretary shall discharge the duties of the secretary and assist the Secretary in his work.

Treasurer

The Treasurer shall collect the monthly maintenance charges/or any other charges from the members as fixed by the Executive Committee and shall maintain true accounts for the same and place before the Executive committee a statement of accounts for scrutiny at Executive Committee.

15. Removal of Office Bearers/Executive Members:

At any regular or special meeting called, any one or more of the office bearers and members of the Executive Committee may be removed with or without a cause by a majority of owners and a successor may then and there be elected to fill the vacancy. Any office bearer or member of Executive committee whose removal has been proposed by the owners shall be given an opportunity to be heard at the meeting.

16. Bank Accounts:

A Bank Account shall be opened in the name of the Association in any Nationalised Bank. The funds collected and belonging to the Association shall be deposited in the Bank account which will be operated jointly by any two of the following - President, Secretary, Treasurer.

17. Audit of accounts:

Audit of accounts and appointment of Auditor: The accounts of the association shall be audited once in every year by an Auditor appointed by the General Body. The auditor shall not be a member of the association. The accounts shall be laid for inspection by members on the dates of the meeting of the General Body.

18. No Dues Certificate:

Any plot owner who wishes to start construction has to first obtain a "No Dues Certificate" from the association (provided by the Executive Committee) before starting the work. Any past dues related to maintenance charges or such should be cleared before a certificate can be issued. The Executive Committee has the power to prevent construction of the house in the event there are outstanding dues to be paid by the plot owner.

19. General Rules:

- i. Every house owner (member/tenant) occupying the unit/house, plot owner who has not started construction, plot owner who has started construction, shall pay to the association the monthly maintenance charges as decided by the Executive Committee. The owner shall notify the Secretary the name of the tenant of his house from whom the monthly maintenance charges can be collected however the owner of the house shall be responsible for payment of the maintenance for the house.
- ii. Monthly charges or the charges fixed by the Executive committee are payable whether or not a house has been occupied. They should be paid to the Secretary/Treasurer by the 10th of the every month to which they relate.
- iii. House Owners/Tenants and Plot Owners who have started construction: In case of failure to pay the said maintenance charges for two consecutive months and one week 's notice thereafter the Executive Committee has the power to take appropriate action including disconnecting the supply of water and electricity. Restoration shall be done after all arrears up to the current month have been cleared and penal fee as may be decided.

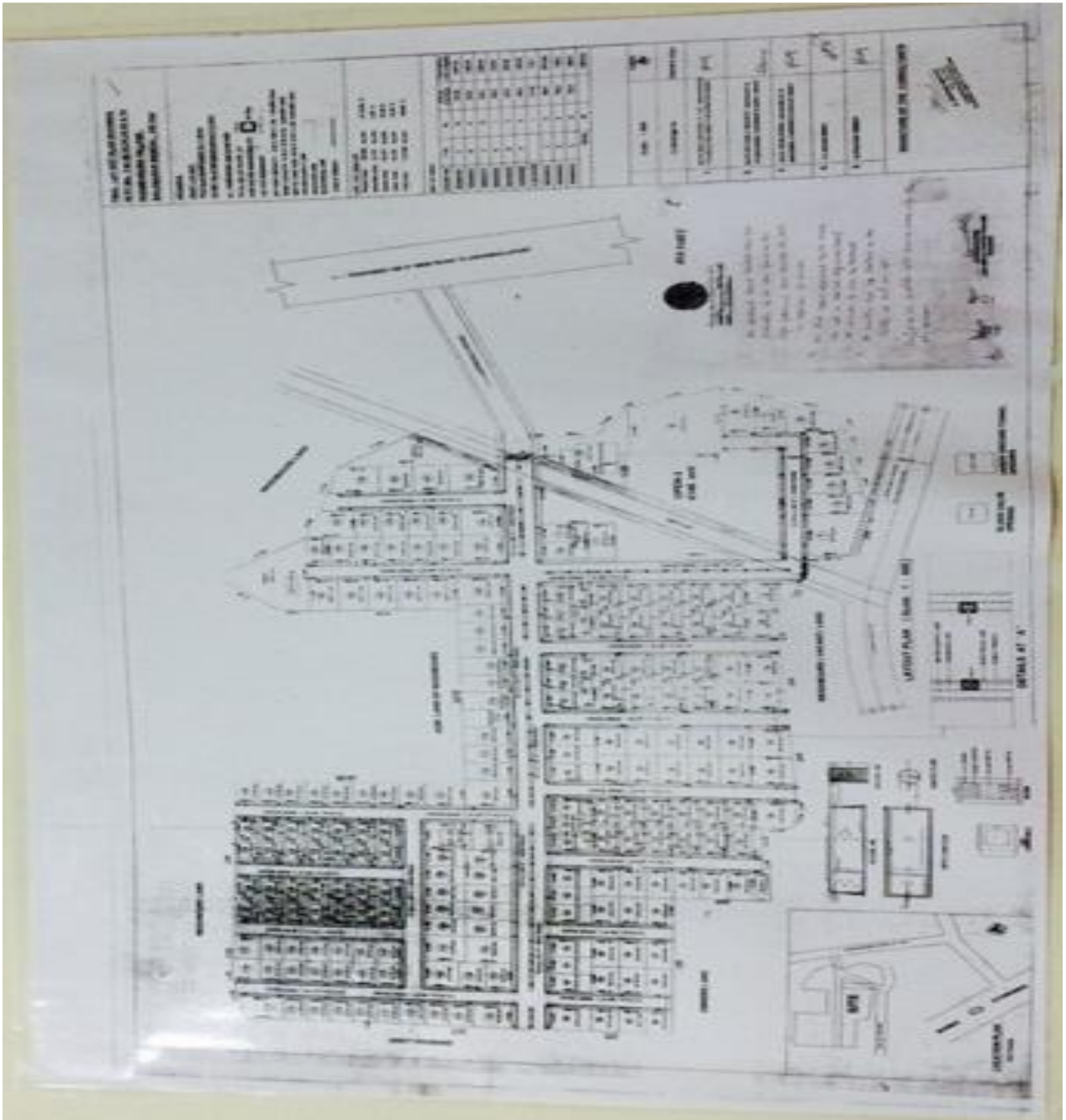
Plot Owners (who have not started construction of the house): In case of failure to pay, the owner will not be allowed to start construction of the house until the outstanding dues are cleared. The Executive Committee has the power to take appropriate steps to prevent the construction of the said house including preventing vehicles that carry construction material from entering the colony.
- iv. All repairs of Electrical, Water lines, Doors, windows within the houses of the colony shall be attended to by the member himself at his own expense.
- v. Every member shall notify the association whenever the house owned by him is let out. At the time of vacating the said house by a tenant it is obligatory on the part of the member to obtain a "No Dues Certificate" from the association.
- vi. The members shall ensure that the common area such as roads, club house, parks, Gym, etc., shall be maintained in clean and hygienic condition. Broken furniture or other discarded items shall not be thrown around in the open areas.
- vii. No member shall undertake or cause to undertake any new constructions / modification / extensions / demolition / alterations within their prescribed extent as per their own plan other than the common elevation shown by the builder in the brochure, and the said construction activities or any other repairing activities shall not be entertained after 10 p.m.
- viii. A plot owner who intends to build a house should submit the proposed building layout plan to the Executive Committee. The Executive Committee will review the layout plan and has the authority to stop construction if the plan doesn't adhere to the common elevation as shown by the builder in the brochure or for any other reason as deemed by the Executive Committee.

- ix. Only duplex houses as per the elevation shown in the brochure (maintained by the association) can be built in the layout. Apartment buildings and other multi-storied houses (not in accordance to the elevation shown in the brochure) cannot be built in the layout. The Executive Committee can take appropriate action including legal to prevent such construction.
- x. Blaring music shall not be played nor any noise created which may inconvenience the other occupants.
- xi. Garbage shall be deposited in bins and disposed off by dumping in the provided bins, or in the places specified by the association but shall not be thrown out of the windows of their houses or thrown in common areas.
- xii. As Silpa Brindavan is a residential colony no member shall let out or use their houses for commercial purposes / as offices / guest houses etc.,
- xiii. The owner / tenants when proceedings on short or long absence must ensure that the taps/ electrical meters in their respective houses shall have been shut off before leaving the premises.
- xiv. The parking space provided to their individual shall only used but to occupy the roads, or keeping on the roads causing inconvenience to the neighbouring house owners or to blocking the roads shall not be entertained and shall not permit by the members of the association to allow to parking the vehicles days together in the colony without the reasons cannot be entertained.
- xv. Newly registered plot owners should pay an amount of Rs.50,000 towards the association. The builder has agreed to add this provision when selling any open plot to prospective buyers.
- xvi. Damages caused to any of the parts of the common use by any member either deliberately or through negligence shall be made-good at the members expenses.
- xvii. Any member shall reimburse the association for any expenditure incurred in repairing or replacing any common areas and facilities damaged through his fault.
- xviii. Live-in servants employed by members / occupants shall be confined to their respective houses and shall not use common areas for washing, sleeping or any other activity.
- xix. Member/Residents shall not entertain, vendors, at their houses without the permission of the security provided by the association.
- xx. No house owners should build a water sump or install bore wells anywhere in the premises. In case a water sump already exists, the water supply should always be to the overhead tank.

- xxi. **Use of common areas:** Common areas and facilities and restricted common areas and facilities shall be used only for the purpose they are intended. However, in case of special occasion, the Executive Committee may, at its discretion allow the members to use them for a specific period on a temporary basis with or without fees. The fees so collected shall form association fund to be utilised for common welfare of the members.
- xxii. Any member who either lets out or uses his/her house for commercial purposes / office/ guest house or any other such purposes is violating the provisions of these bye-laws and notice to that effect is served on the member for such violations. The Executive committee have the final authority to take all actions necessary to prevent such misuses and ensure that the houses are used only for residential purposes.
- xxiii. **Construction/Repairs:** Owners who construct new houses or repairs to existing houses shall not block the roads and cause any hindrance to either the neighbours or any of the colony members. In case a road needs to be blocked for a temporary period, prior approval should be taken from the Executive Committee. A caution deposit of Rs. 25000 will be collected from owners who have started construction towards any cleaning/repairs incurred during the construction. The amount will be returned (after deducting any amount that was spent towards cleaning/repairs by the association) once the construction is completed and the roads are cleaned and any required repairs are completed
- xxiv. **Functions/Events:** Any member who intends to conduct a function or event outside the premises of the house should get prior approval from the Executive Committee.
- xxv. **Funds:** The funds shall be spent only to the attainment of the objects of society etc., and no portion thereof shall be paid or transferred directly or indirectly to any of the members through any means.
- xxvi. **Trespassers:** Any persons other than a member of the association who enters the colony and using of the common areas and causing inconvenience to any member of the association shall be treated as a trespasser and will be liable for action as per law.
- xxvii. **Offences & Penalties:** If any member of the Association fails to comply with the bye laws of the association he will be liable for penalty that may be imposed by the committee which may extend up to 1500/- for each offence. The penalty so imposed will be collected as additional monthly maintenance charges and failure to pay shall invites action as per Executive committee's decision.
- xxviii. **Winding up:** In case the association has to be wound up the property and funds of the association that remain after full clearance of the liabilities of the association shall be transferred or paid to some other institution with similar aims and objects.

Annexure A

Layout of Silpa Brindavan Colony (approved by GHMC - G1/9555/2011/110)



Annexure B

Maintenance charges as on Jan 1, 2018

Fully Constructed House	Rs. 1.75/sq ft of built area + Water Charges as per meter reading (Rs. 20 per unit).
Plot Owners who have started construction	Rs. 1.25/sqft of standard built area. Maintenance charges will be collected as soon as water connection is taken. Standard built area corresponds to Rs. 3150 (200-249 sq yards), Rs. 3750 (250-299 sq yards), Rs. 4250 (300-349 sq yards) and Rs. 4500 (350-400 sq yards).
Plot Owners who have not started construction.	Rs. 2/sq yard of purchased land.
Builder	Rs. 1.50/sq yard of plot area.

*NOTE: The above charges are subject to change. In the event it changes, *only* Annexure B will be updated and the rest of the bye-laws will remain the same.*

Amendments

In the General Body Meeting held on Oct 29, 2017, the following amendments were approved.

Section	Existing	Revised
Section 13 (xv)	The Executive Committee shall have the powers to prevent unauthorised structures, and which are proposed to be constructed not as otherwise shown in the brochure provided by the builder, and the other modifications, extensions and subletting the houses.	The Executive Committee shall have the powers to prevent unauthorised structures, and which are proposed to be constructed not as otherwise shown in the brochure provided by the builder, and the other modifications, extensions and subletting the houses. Apartments cannot be constructed in the layout and the Executive Committee has the powers to take appropriate action including legal against any member who violates this provision.