**ANMOL ABHINANDAN APARTMENT OWNERS' WELFARE ASSOCIATION (AAAOWA)**

 **BYE-LAWS**

1. **GENERAL:**

This document is the Bye-laws of "**ANMOL ABHINANDAN** **APARTMENT OWNERS’ WELFARE ASSOCIATION” (AAAOWA) in** detail.

1. **NAME AND DETAILS OF THE ASSOCIATION:**
	1. **NAME OF THE ASSOCIATION**:

The Name of the Association shall be **"**ANMOL ABHINANDAN APARTMENT OWNERS' WELFARE ASSOCIATION"(AAAOWA)

* 1. **ADDRESS OF THE ASSOCIATION:**

AAAOWA, SESHADRIPURAM FIRST MAIN ROAD, BABY NAGAR, VELACHERY, CHENNAI 600042.

1. **SHORT TITLE AND APPLICATION:**

This regulation will be called the Bye-laws of ANMOL ABHINANDAN APARTMENT OWNERS' WELFARE ASSOCIATION (AAAOWA).The provisions of these Bye-laws apply to the owners of each and every flat in the building and also the Tenants wherever the flats are let out on rental basis or otherwise by the Owners in the building of "ANMOL ABHINANDAN" situated at the above address as also to the other auxiliary structures, facilities , convenience, rights, privileges and duties of each and every OWNER towards each other that exist as on the date of formation of the association U/s.10 of the Tamil Nadu Societies Registration Act 1975 and all such or other laws as applicable and amended from time to time. All present and future owners and present and future tenants, or their employees, Representative/s or any other person who might use the facilities that are existing as well as those facilities that may be set up in future in the complex in any manner, are subject to the regulations set forth in these Bye-laws, as such or amended from time to time.

4.0. **DEFINITIONS**:

 In these Bye-laws, unless excluded to or repugnant to the subject or context;

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| --- | --- |
| Sl.No. | Subject |
| 4.1 | "**Act"** means the Tamil Nadu societies Registration Act, 1975 or such other Act and Rules as is applicable from time to time including Amendment thereof from time to time as is in force in the state of Tamil Nadu.  |
| 4.2 | **"Association**" shall mean "ANMOL ABHINANDAN **APARTMENT OWNERS' WELFARE ASSOCIATION(AAAOWA).** The registered Office of the Association shall be Seshadripuram First main Road, Babynagar,Velachery, Chennai - 600042**.** |
| 4.3 | **“MANAGEMENT”** shall mean The President, Vice president Secretary and Treasurer. Committee members shall mean members nominated from four blocks, total 6 in numbers , two each from East and west blocks and one each from North and South blocks to carry out various activities of the association as is allocated to the Committee from time to time.. |
| 4.4 | **"Common Areas and Facilities**" shall mean all areas and structures of the entire property situated at "ANMOL APARTMENTS, Seshadripuram First main road, Baby Nagar, Velachery, Chennai 600042" which are meant for common use by all members and residents of the association including the open space around building complex, garden, lobbies, Generator Set, common passages, bore wells, stair cases, terrace, lightings, motor and pump sets, common tap connections, underground sumps, rain water harvesting pits, water/electrical installations, drainage connections, all fixtures and fittings in the common areas, lifts, sewage collection and drainage system, atriums, yards, water cascade, common rooms, out-door children's play area, meeting cum reading room and recreational facilities (as and when set up),roads, drive ways, pathways ,lifts, servants' toilet, other open areas, equipments and installations like water treatment plant, gym-existing or to be made- for common use by the residents, installations of general services, external lightings, Common electrical and Telephone wirings, pipes for water connections Common waste disposal facilities, compound walls, external walls of all blocks, gates and other structures for the security purposes, BSNL telephone system and Direct to Home dish antennas and connected wiring networks installed in the common area and all other amenities provided /to be provided by the builder as well as the association in future for the common benefit of the members of the association and Residents.  |
| 4.5 | **"Owner"** means person/s owning an apartment in "Anmol Abhinandan in whose name the Flat has been registered as owner. |
| 4.6 |  **“MEMBER”** shall mean the owner of Individual flat and their legal heirs as the case be in the building known as "Anmol Ahinandan or the Purchaser of the said flat and their heirs as evidenced by the registered sale deed or other registered deeds of conveyance. |
| 4.7 | **“Service-Apartment**” means the flat /apartment equipped with facilities to cater to the service needs of occupant(s) wherein the stay are of short-duration in nature.  |
| 4.8 | **“Guest House”** means the flat /apartment equipped with facilities and amenities to cater to the needs of occupant(s), who has/have come as tourist(s)/guest(s) of an owner/any other person, the stay which is of short-duration in nature.  |
| 4.9 | **“Mess”** means the conversion of the residential premises of the flat/apartment into a place for cooking the food and/or dining place for many persons |
| 4.10 | "**Month"** means English calendar month. |
| 4.11 | “**Competent authority**” means the Registrar of Societies having jurisdiction over “Anmol AbhinandanVelachery ,Chennai-42 |
| 4.12 | "**Special Resolution**" means a resolution required for such special and extra-ordinary situations like removal of an office-bearer and amendment of bye-laws etc., and such a resolution passed by a majority of at least 2/3rd of such Members of the Association entitled to vote and are present in person or by proxy at a General Meeting convened with a notice of not less than 21 days period, specifying the intention to propose the resolution as a special resolution.  |
| 4.13 | **Simple Resolution**" means a resolution required for such ordinary situations like revision of maintenance charges, budget and other issues by a resolution passed by a majority of at least 51% of such Members of the Association entitled to vote and are present and voting either in person or by proxy at a General Meeting convened with a notice of not less than 15 days period, specifying the intention to propose the resolution as a simple resolution.  |
| 4.14 | "**Year"** means financial year of the Association commencing from 1st April to 31st March. |
| 4.15 | "**Premises**" means Anmol Abhinandan Apartments at First Main Road, Seshadripuram, Baby Nagar, Velachery, Chennai-600042 which term includes the buildings and all common properties thereof. |
| 4.16 | Words and expressions used in these Bye-laws but not defined herein shall have the meaning respectively assigned to them in the Act. |

**5.0. APARTMENT OWNERSHIP:**

The Apartments located at Anmol Abhinandan in the given address are subject to the provisions of The Tamil Nadu Societies act and such other acts as may be applicable from time to time. The signatories hereby declare that they wish that in the event of any dispute arising out of the interpretations, liabilities, obligations, etc., under these Bye-laws, the Court of the competent Jurisdiction at Chennai may determine the issues in the spirit and context of the Act and the Bye Laws..

**6.0. OBJECTIVES OF THE ASSOCIATION:**

**6.1** The objectives of the Association shall be to bring about and maintain harmony, friendship good neighborhood and peaceful and pleasant living of the owners and the Tenants with perfect understanding and to avoid any hardship or nuisance of whatsoever nature to one and all residents within the building, be it the Owner or Tenant.

**6.2** To maintain all common properties as defined above within the area of operation of the Association. Not to construct or to be constructed any structure in the building or any other works of common utility including additions or alterations or encroach without the express approval of the Executive committee and subject strictly to adhering to the rules of CMDA in force.

6.3 To function as Trustee and in charge as well as guardian of all the common amenities of the building in the above address on for self and on Other owners/ members and promote and provide adequate safe guards to all the amenities that are existing as well as those are to be set up in future.

6.4 To insure the common area facilities/properties/building structures against theft, all damages, fire, flood, cyclone and such other hazards

6.5 To open Bank A/C in the name of the association with a Nationalized bank/s as may be necessary and make deposits and investments in the name of the association and to transact monies in this /these accounts from time to time, ensuring collection of Corpus funds from the builders and Maintenance Fund along with interest on formation of the Association and maintaining separate deposit accounts of such Corpus fund and Maintenance Expenses.

6.6 To do such other things as may be considered incidental or conducive to the attainment of these objectives specified in these Bye-laws.

7.0. **MEMBERSHIP:**

**7.1.**  Membership shall be restricted to the owners of the Apartments only and every owner who had purchased the flat from either Anmol or CICC will automatically become a member of the association. However, in case the registered owner is not in a position to devote his/her time to participate in the conduct of business of the Association for any reason, he/she may nominate in writing, one person (i.e.) his/her wife or husband, father/mother, son/daughter who may be or may not be a resident in "Anmol Abhinandan" apartments and shall be permitted to be a representative of the owner as Proxy for participation in the meeting and to vote on behalf of the owner.

**7.2.** In case of joint owners, they shall decide amongst themselves and intimate as to whose name would be taken to be the member of the Association. However, this will not exclude the rights of the other owner's participation as a Proxy in the proceedings of election/meetings of the Association as and when they take place during the absence of the Member.

**7.**3. In case of the Member being a minor/lunatic, he/she can be represented by natural / legal guardian.

**7.**4. In case of HUF, the Karta shall intimate as to who would be the member of the ASSOCIATION..

**7.**5. In case of the owner being a Company, any officer duly authorized by a Board resolution, can be authorized to represent the member as Proxy.

**7.6** In case of the owner being a Partnership Firm, any partner authorized by other partners, can be authorized to represent the member as Proxy

**7.**7. In case of the owner being a Trust, Society or an association, any person duly authorized by the office bearers (in accordance with the Deed or Bye-laws governing the said Trust, Society or Association),can be authorized in writing to represent the member as Proxy . .

**7.**8. Where a person owns more than one Apartment in the same name, his/her Membership shall be construed only as a Single member for all the apartments owned by him/her for all purposes .

**7.9**. The Appointment of Proxy as required in the previous clauses shall be filed (with the supporting documents as the case may be) with the association Secretary in writing.

**8.0. VOTING RIGHTS:**

8.1. Only Owner / Proxy shall have the right to attend the Annual General Body Meeting, Extraordinary General Body Meeting and have the right to elect Office Bearers and vote on resolution before the meeting.

 8.2. Each Member shall have only one vote for all apartments owned a by a Member and he/she may nominate a proxy to attend and vote on his/her behalf, and in all such cases, the proxy shall have only right to vote, but no right to voice any opinion unless the proxy is in occupation of the building as a tenant or as a permissive occupant.

8.3. The instrument of proxy should be in writing and be deposited with the Association office at least 24 hours prior to the meeting.

8.4. A member in default of maintenance charges for a period of TWO months shall have right to attend, but no right to voice or vote in a meeting.

8.5. A Member in default of maintenance charges or any dues to the Association shall NOT have the right to contest or be elected as Office-bearers of the association

8.6. If the apartment is sold or transferred by means of legal document, the purchaser/transferee on Intimation shall be entitled to become a Member in place of the earlier owner, on making an application to this effect, annexing the duly registered deed of sale/ transfer.

8.7. On the death of a Member, his/her legal heir shall become a Member on an application made by the legal heir with supporting documents of legal succession. In case of more than one legal heir, a No Objection Letter from the other legal heirs has to be submitted.

**9.0. FUNDS MANAGEMENT AND ACCOUNTS OF THE ASSOCIATION:**

**9.1. SOURCES OF FUNDS:**

The funds of the Association shall be raised by:

9.1.1. Maintenance Charges from Members being monthly based at the rate on General body approval.

9.1.2. Any contingency fund to meet any exigency based on General body meeting with proper budgeting by the Association.

9.1.3. Subscription towards Corpus Fund.

9.1.4.. Receipts from common properties.

9.1.5. Receiving Donations from Members.

9.1.6. Deposits from members.

9.1.7. Other Miscellaneous source of funds as Entry/exit charges, empanelment charges for vendors/ service providers, interest for delayed payments, penalties, fines etc.

10.0. **CORPUS FUND AND ITS INVESTMENTS**:

10.1. Corpus Fund collected by the Builder (with interest), namely CICC shall be transferred to the Anmol Abhinandan Apartments Owner’s Welfare association as soon as the registration of the AAAOWA and formation of the Management Committee.

 10.2 The entire amount in the Corpus Fund shall be kept separately in Fixed deposits. All other receipts /income from including monthly maintenance shall be kept in separate running account in a Nationalized Bank for maximum return as decided by the executive committee..

10.3 No overdraft/loan against Corpus Fund or otherwise can be made / drawn without the express approval of GBM.

**11.0. MAINTENANCE CHARGES AND RECURRING REVENUE EXPENSES:**

**11.1. M**embers are required to contribute and pay the Association towards Maintenance Charges such amount at Equal rate for all members every month in Advance that shall be fixed by the General Body by simple majority of vote by members present and voting. The basis for the same is average expenses incurred during the previous half year for routine maintenance and sustenance activities and if approved by the GB meeting along with such amount on pro rata basis for carrying out any day to day task during the year. The maintence charge will have no bearing on the size of the house owned by a member since it is towards common services.

11.2. The payment shall be made by Members without expecting any reminders from the Secretary/Treasurer/Association. The payment should be made before the 10th day of every month for better fund flow to manage the expenses and to identify the Defaulters, if any.

11.3 For the purpose of clarity, it is to be noted that maintenance charges shall cover all the expenses incurred to maintain all the common facilities provided as on date /to be provided by the builder CICC and also those facilities that will be developed by the association, if any, from time to time to keep all facilities in good working condition for the general benefit of the members and their families. This is irrespective of any members make use of all these facilities either partly or fully and not. In future, if the Association develops any facilities on specific requirements by a section of the members and spend on AMC etc for maintenance of the same, it may be decided when such a facility is created to recover the maintenance charges for the same only from those members who make use of the same.

11.4 In case of special circumstances like outsourcing water or any additional revenue expenditure to be incurred to get over any unforeseen and sudden crisis, the Management Committee has full and complete authority to collect the additional amount equally from each Member to cover the total expenses. Such total expenses shall be met by the equal contribution from all the members. Such levy will be over and above the regular monthly Maintenance Charges.

11.5 All amounts towards the maintenance shall be paid by Cheque/bank transfer in favor of the Association’s Bank A/c.

11.6 For the purpose of carrying out the functions detailed in bye-law 29, every member shall pay a monthly maintenance charges and other charges, if any, as determined from time to time by the General Body in Advance on or before 10th of the month, failing which penal interest shall be levied on the amount overdue at the rate of 18% per annum for every month during which such default continues.

11.7 Where such default continues for a period exceeding 60 days, the Association, through the Executive Committee, shall have the power and authority to take such other action against the Member as are required to collect the Maintenance charges.

11.8 Further to the above, the Executive Committee shall be entitled to take decision to deny or Disconnect with Due Notice common amenities such as water supply and other amenities (use of lifts, generator back-up supply provided to the Member by the Association) until such time the arrears are paid by the Member with interest.

11.9 In addition to the above concerted action to recover the maintenance charges under cl.11.7, the Association is also entitled to initiate appropriate LEGAL action against the defaulting member to recover the dues under APPROPRITATE LAWS. . This will not exclude the right of the Association to recover such costs, EXPENSES and damages caused arising out of such action to the Association from the concerned defaulting member. Such action shall be taken only after issuing show-cause notice to the concerned member.

11.10 In case of any emergency, depending on the circumstances warranted, the President// Secretary/Treasurer are jointly authorized to incur the revenue expenditure subject to the limit of Rs.10000/- with the telephonic concurrence from any one of the other three other EC members and get it ratified in the next immediate EC meeting.

11.11. Any money lying in excess of Rs 1,00,000 /- and not required for any immediate needs shall be converted as Fixed Deposit to earn interest..

**12.0. BANK ACCOUNT**

The funds of the association shall be deposited in a Nationalized bank as may be decided upon by the committee of Management from time to time.

**13 OPERATION OF BANK ACCOUNT:**

**13.1.** The operation of the bank account or any transaction of Association with the bank will be done under ANY TWO, signatures of either Treasurer/Secretary/Vice-president/President as may be available..

**13.**2. All payment shall be made by crossed Cheques only except the recurring/petty/contingent nature of expenses, not exceeding Rs5000/ (RS.FIVE THOUSAND ONLY) by Voucher.

**13.**3. All bank transactions/financial transactions of the preceding committee meeting shall be placed before the committee as and when the same is called.

**13.4**. **ISSUE OF RECEIPTS:** The treasurer shall issue receipts for all monies paid/Received to the association. In the absence of the Treasurer, such receipts shall be issued by Secretary, Vice President or President.

14.0 **THE YEAR :**

 The accounting year shall be from the First day of April to the 31st day of March of the following year.

**15.0. AUDIT OF ACCOUNTS:**

**15.1.** The secretary and Treasurer shall submit the books of accounts to be audited by an auditor by a chartered accountant appointed in the Annual General meeting.

15.2. The auditor, shall be a person other than an Executive committee Member/apartment owner or Member/Apartment owner's attorney or occupier of an Apartment and shall be appointed at the annual General Meeting for auditing the books of accounts of the Association.(i.e.) an . Independent Person

16.0. **OBLIGATIONS OF MEMBERS**:

 The Members shall:

16.1. Be deemed to have full knowledge of the Bye-Laws and its implications and abide by the same.

16.2. Contribute promptly towards the monthly Maintenance Charges or any other charge of the Association such amounts as may be decided by the association from time to time at the Annual General and or Extra Ordinary General Meetings and pay the said contribution before the due date. Non-payment of contribution to maintenance shall be treated as a breach of obligations and shall invite consequential and penal action as laid down in these Bye-laws.

16.3. It shall be the exclusiveresponsibility of the members to maintain in good condition their own apartments. All cost pertaining to such maintenance and /or repair within such apartments shall be borne in full by the members themselves only.

16.4. Perform all maintenance and repair work within his/her unit, which if omitted would affect the other apartments or in any part belonging to other members and the said Member shall be solely responsible for the damages and liabilities that his/her failure to do so may cause nuisance/mental agony or endanger other Owner/member. However, if as a result of some defect or defects in any one or more in the same block and if the other members are affected, the affected Members may bring it to the notice of the association. The Association shall at once investigate the cause with the assistance of qualified professionals workmen and the Association will also have the right to issue notice demanding such correction or repair as it may deem fit. The decision of the Committee of Management in the matter of sharing /bearing the cost of rectifying such defects shall be final.

16.5. When repairs, as considered necessary by the Committee of the management are suggested to be carried out in the inside of the individual apartments for the proper maintenance of the common service lines, it shall be incumbent on the individual members to implement such suggestions. Failure to comply such suggestions/directions of the Committee of management by the concerned member/members, the committee of management shall have the right to proceed with carrying out such work to rectify the defects and proceed against such member(s) to recover the cost and expenses from disobeying Owner/Member.

16.6. When a liability is common in respect of common properties, rights, interests, benefits and privileges of the members, it shall be shared equally by all the members.

16.7. Carry out all the repairs of internal installations of the flat such as damage- more particularly the damage caused in bathrooms,kitchens and other rooms and consequential seepage of water from the flat above to the flat below, water, light, gas, power, sewage, telephones, air-conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the flat when pointed out by the owner to the Committee at the sole expense of the concerned flat owner/tenant concerned at their cost without loss of time. Such work should not in any way cause damage to other owner such infrastructure, common utilities resulting in any break-down as also the property of the other owner/s.

16.8. Bear the cost of repair in the event of any flooring, plumbing, drainage, other water supply or electricity problem arising in any one of the apartments, due to defect/repair in any apartment within the same building, by the Owner /Tenet responsible for the problem.

16.9. Not draw out or fix additional pipelines from the common water tank into their apartments.

16.10. Pay all electricity charges pertaining to his/her Apartment. If default occurs and the authorities cut off the electricity of the defaulter, the Association shall not be responsible for taking up the matter with the authorities, nor provide any alternative solutions or connections.

16.11. The liability of the Maintenance charges/fees or any other charges/fees fixed by the General Body meeting shall, at all times, be the liabilities of the Owner/Members irrespective of any provisions in any agreement if any between the Member and Tenant. Whenever the Tenant vacates his/her flat, he/she has to ensure that all dues to the association are paid in full and No Dues Certificate is obtained. It is also no excuse that the flat is lying vacant and the Maintenance charges are not liable to be paid. **The maintenance charges are liable to be paid irrespective of the flat being occupied or VACANT.**

16.12. Individual Members shall reimburse the association any expenditure incurred in repairing or replacing any common area, damaged by his/her act,fault or through other persons residing or entering the apartment complex through him.

16.13. A member or any other persons through him/her shall not make any structural, internal or external modifications in his/her unit or any installations including windows and other openings located therein without the written permission from the Association.

16.14. The elevators are primarily denoted for the transportation of the owners/Members and their guests. The members and other persons through them are expressly required to take utmost care while transporting objects in the said elevators so that the other inmates are not disturbed while doing so. Extreme care should be taken not to damage the elevators and any electrical fittings in the stair case. Any damage caused to the elevators or stairways or electrical fittings as a result of such transport shall be charged solely to the Member who is responsible for the same.

16.15. All Members shall notify the Association about the occupation of his /her flat on rental basis by any Indian national with proper due diligence (nativity, occupation, bonafide certificate etc.,) and foreign national ONLY WITH FAMILY with copies of passport and visa details. In case of foreign nationals, the Members shall also notify the nearest police Station about the foreign National and submit acknowledgement of the letter submitted to the Police to the association. Members must ensure that they let out their apartment, MOST PREFERABLY to families. If otherwise, Members must ensure that if his/her apartment is rented / leased out to bachelor/spinster occupants, the Member MUST ensure that the total number of bachelor/spinster occupants SHOULD NOT exceed 4 (four) in a flat since it will impact all facilities to other flat owners. The Member must submit to the Association profile details of such bachelor/spinster occupants (like name, contact number, date of birth, occupation, name of company employed in etc) along with the Identity Card. Change in bachelor occupants due to any reason should be notified to the Association immediately.

 16.16 Further no owner shall carry out any commercial or business activity on his own nor let out the flat to a tenant who does such commercial or business activity inside the apartment.

16.17. No owner shall allow a tenant to sublet the premises under one form or the other for nefarious activities. It shall be the duty and responsibility of the owner to ensure that such subletting is consequential activities in the flat is avoided. If any problem arises inside the flat, or in the building, the concerned Owner alone shall be fully responsible for all acts and deed of the tenant.

16.18 Any member, before selling or letting out his/her flat on rent or lease, should intimate the Association about the buyer or tenant details, period of tenancy etc. Any dues unpaid by the owner/tenant shall be paid by the owner of the flat to the Association on receipt of demand notice from the Association or prior to the completion of such transaction and obtain a NO DUES CERTIFICATE FROM THE ASSOCIATION. The Association will have the right to PREVENT ingress or egress of material or goods into/out of the flats only on complete settlement of the dues. The Association will have the right to detain the goods and movable properties of the Member till such time the arrears are cleared. The Member/tenant will have the right to remove the properties only after getting the No dues Certificate from the Association. The new incumbent shall be bound by the rules of the Association as well as various regulations framed from time to time.

16.19. No Owner Member residing in India or outside India shall can take a plea of unawareness of what is going on inside their flat be it regards payment of monthly maintenance charges or other payments payable by all other members, damages as may be decided by the General Body from time to time or for any other nefarious activities being carried on inside their flat under some pretext or the other. They shall be fully liable for all acts of payments/nonpayment, Nuisance and damages caused by themselves or through their Tenants under Civil/Criminal Laws of India.

17.0 **OTHER OBLIGATIONS OF MEMBERS/RESIDENTS**:

17.1. The Owner Members/or the tenant if so agreed between themselves shall be personally responsible for payment of all taxes relating to their apartment/flat such as property tax, sewerage tax and water charges, Electricity bills etc. In the event of any recovery notices issued on the members, the same shall be promptly brought to the notice of the Association. The individual member alone shall be responsible for taking necessary action to avoid unnecessary problem for the other Owners or residents in the building..

17.2. If any Member defaults in payment of any such taxes or charges and consequently the authorities cut off any service connection, etc. to the premises, which are in common for all apartment owners, the defaulting member shall, forthwith, pay off the arrears of such taxes or charges and penalty under intimation to the secretary and also indemnify the other owners and the Association against any action instituted by the authorities for the default or any monetary or other levies made by the authorities on the Association or other owners due to such default WITHIN 15 DAYS, FAILING WHICH, THE SERVICE OF ALL NATURE TO THE DEFAULTING OWNER/TENANT WILL BE DISCONNECTED BY THE ASSOCIATION ITSELF.

17.3. The Association reserves the right to take legal steps to evict any of the inmates of the apartments if it is found that any commercial, illegal or unlawful activity is being carried on inside any flat or the premises.

**18.0**. **RULES OF CONDUCT**

**18.1.** No Apartment owner/tenant shall carry out at any time, or suffer to be carried on, in the Apartment or any part thereof, any trade, business of a commercial nature or any noisy, offensive or dangerous trade or pursuit OR activities or any trade or pursuit of which may become in any way a nuisance, hindrance, annoyance or danger to owner/ other owners/ occupiers of any neighboring flats/ property or which may tend to depreciate the value of the said Apartment or any part thereof as residential property. Also any display of name board/advertisement of commercial nature is prohibited.

**18.**2. No apartment owner/tenant shall alter or permit or permit to suffer alteration of any part of his apartment (which would affect the main building structure and facilities) without the consent of the management committee.

**18.3.** In case of any Apartment being sold (seller called first owner and the buyer the second owner), or transferred to any one (the transferor is the first owner and the transferee is the second owner) by law, it is the responsibility of the first owner to inform the association in writing about such transaction with the details of the second owner. It shall also be the responsibility of the first owner to clear the dues of corpus fund or Monthly maintenance charges or other dues to the Association. In such case of transfer of ownership, the second owner will replace the first owner as the member of the Association.

**18.**4. In case the ownership of any flat is transferred to anyone by law of succession from the owner, it shall be the responsibility of the successor to inform the association in writing about such succession with the details of the successor. In that eventuality, it shall be the responsibility of the successor- owner to clear the dues of corpus fund or other dues to the Association, if any pending as on the date of such succession. In such event, the successor owner will be recorded as member of the Association.

18.5. Members/ residents are not allowed to retain pets of whatsoever nature, be it Animal, Bird or other species within the premises

 18.6 Owner/tenants of the Apartments shall ensure that no explosive materials or such other items which shall endanger the life and safety of the property and persons shall be stored either in their apartment or in the common rooms/areas. They shall also ensure that no illegal activity of any kind is carried on in the common area/rooms or in their apartment.

**18**.7. Running of hostel(s),guest house(s),service-apartment, mess(s) are completely prohibited on the ground that these have the potential to disturb the peaceful harmonious family living as well as to pollute the societal living in the apartment. The Apartment owner shall ensure that his apartment is not let out/used for the above purposes.

**18**.8 While letting out to bachelors/spinsters, care should be taken that not more than 4 (four) people per flat are allowed to stay to ensure minimal use of facilities and water resources that may be available available to the other owners and the apartment as a whole.

**18.9** Members shall exercise extreme care about equipments like musical instruments, radios, televisions, amplifiers etc. that may disturb co-residents.

**18.**10 Any member, while carrying out interior work, shall take extreme care to instruct the worker, not to leave any water taps open after the day's work. If by any chance, it is found that the taps are left open, the Association has the right to cut the water supply to the flat and restoration will be made only after the costs thereof are paid at the prevailing costs of buying water and bailing out sewage water. Such members, who would like to carry out interior work, may notify the contact details of workers to the Association before commencement of work, so that they can be contacted in an emergency.

**18.**11 In the event of receiving more than three written complaints of misconduct/misdemeanor by such tenants mentioned above, the Association shall reserve the right to issue notice to the owner to have them evicted for up keeping the tranquility and peace of the APARMENT-- residents.

**18.**12 Members should ensure that no commercial activity of any sort is conducted in any of the flats, basement, terrace and other common areas or in car parking lots.

**18.13** Members should allow access to workmen, technicians ,electrician, plumber or other persons, duly authorized by the association at all reasonable hours into the premises to repair/maintain the common facilities, in case such access is found necessary for the work of the association. At odd hours, in case of emergency including wastage of water in the concerned flat, the above people may be allowed to enter the premises, accompanied by one office bearer and/or security guards.

**18**.14 The Generator back-supply provided to the flat is for the illuminating the lights and for running of fans to give succor to the residents in case of power-cuts. The same emergency supply should not be misused to run the heavy load consuming equipments like air-conditioners and geysers. In the event of any complaint received, the Association has the right to inspect the flat and if any such misuse is found, the penalty @ the rate of about Rs.1000/- PER DAY will be levied on the member/resident apart from disconnecting the emergency supply to the flat. Such emergency supply will be restored only after the deposit of the penalty as well as tendering an un-conditional apology by the resident. If the tenant is found misusing the emergency supply, the notice will be served on the Owner-land-lord to evict the tenant, apart from levying such penalty.

**18**.15 All persons should reimburse to the Association/the apartment owner, the cost of any damage to the building, amenities, recreational facilities, as the case may be, by negligence or by any deliberate act on their part or any part of their family members, guests, children or their servants. In the event of non-compliance by the person, the same costs will be recovered from the concerned - member (to whom the visitor has entered the premises as guest) applying the principle of agency.

**18**.16 No additions or alteration to the structure of the apartment should be made without the prior permission of the Managing Committee, addressed to the secretary, in writing, stating all the required particulars.

**18**.17 If any member would like to use the common area like Open terrace , car park area for the purpose of conducting their household function permissions shall be sought from the Committee and they shall be responsible for proper housekeeping like cleaning the place subsequent to the conduct of the function. Association will charge Rs.1000/- for function for use of space not exceeding 8 hours between 6.00 am to 2.00 pm or 2.00 pm to 8.00 pm and in addition Rs.1000/- towards Cost of water of water, Power lighting etc subject to revision from time to time by AGM.

**18**.18 No owner shall permit or be permitted to bring inside the compound visitors car, vans or buses or other commercial vehicles to drop their visitors at their door steps. All visitors will alight from the vehicle in front of the gate and such vehicles shall be instructed by the members and residents to park them nearby open space outside the building compound at their risk.

18.19 Resident/ member shall not park his /her vehicle in parking lot earmarked to another individual owner , either covered or open .

18.20 The member/resident shall ensure that personal servants like drivers, domestic servants, cooks and other such service providers brought inside the apartment shall behave well mannered way to one and all and they do should not sit, squat or sleep in the common areas like stairs, landing, passage, terrace corridors lift rooms in car parks or open terrace. All these persons shall leave the premises once their duty is over and that they should not stay back for whatever reason. The owner shall ensure that these servants leave the building once their duty is over.

**18.21** No member/ resident shall keep or stock any material of whatever nature in the common area as described above which would cause hindrance , leading objection by other residents as stated above. No member/ resident shall keep any flower pots or other materials on the sill of the window or opening provided in the courtyard or any common area that would endanger or cause damage or injury to other and their properties or vehicles.

**18.22** No owner having covered or open car parking will sell or sublet or use it for any other purpose except for parking their own vehicle. Similarly no vehicle owner be it a car or two wheeler nor their visitors shall park their vehicle in space earmarked to another owner be it open or covered

**18.23** In the visitor’s car park area, parking of visitors of members would be regulated by the committee members with the help of security personnel. As there are only limited visitor’s car parking, member/ resident shall ensure that visitor’s do not park their vehicle for very long, not more than 6 hrs.

19.0. **POWERS OF THE GENERAL BODY**:

19.1. The ultimate authority in all the matters relating to the administration of the association shall vest in the general body and its members.

19.2. Among other matters, the following shall be dealt with only by the general body.

19.2.1. Approval of the annual budget of income and expenditure with reference to the program of activities of Association prepared by the Committee of management for the ensuing year.

19.2.2. Election and removal of members of the Committee of management.

19.2.3 Appoint qualified auditor and fix their remuneration

19.2.4 Consideration of the annual report and annual accounts of the Association.

19.2.5 Consideration of the audit report.

19.2.6 Amendment or repeal of any existing bye-law or the enactment of a new bye-law.

19.2.7 Disposal of excess collection over expenditure (decide the nature of investment of the corpus fund).

19.2.8 Consideration of any complaint that any individual may prefer against the committee of management.

19.2.9 Irreversible changes to the existing structure and any other major change in landscapes, allocation/reallocation of common area shall be done only with approval of the general body.

19.2.10 Revision of the monthly Maintenance charges and other charges payable by members, including the introduction of any new charges, on the recommendations of the committee of management and duly approved by the AGM/EGM.

20. **GENERAL BODY MEETING:**

20.1. The Committee of management shall convene the annual general body meeting of the association once in a year within sixty days after the Audit is completed In case of delay in audit or unforeseen circumstances the AGM can be held on extended period of time.

20.2. The committee of management may, at any time, convene an EXTRODINARY general body meeting to consider any specific subject of urgency and importance.

20.3. The committee of management shall convene a special meeting of the general body within one month from the written requisition of such a from not less than ten members of the Association for which an agenda will be sent to all the members concerned. The written requisition should contain the reason and purpose for which the meeting is to be convened.

20.4. It shall be the duty of every member who had requisitioned such Extraordinary Meeting to attend such meeting and participation in its proceedings, as the decision taken at such meeting by a majority vote by those present shall be binding on all members.

20.5. The general body meeting of the association shall be held at the Apartment’s premises above where its office is located or at any other public place depending on the need and necessity to which all the members thereof shall have access.

21. **NOTICE OF GENERAL BODY**:

21.1. Not less than 21 days notice shall be given to the members of the association by the committee of management for convening a general body meeting.

21.2. Notice of general body meeting shall be given to members by circulation of notice and by exhibition on the notice board or through e-mail.

 21.3. The proceedings of the general body meeting shall not be invalid merely by reasons of irregularity in the service of the notice.

21.4. In the case of any general body meeting convened to consider amendments to the bye-laws, a notice of not less than twenty one days will be given to all members either by Notice circulated or by display /Affixation on the notice period or by circulating by e-mail. Such notices shall include a copy of the proposed amendments and the reason there for. The same shall also be exhibited the Notice Board.

21.5 The minutes of General Body meeting adopted shall be displayed at the Notice board within a week of conducting the meeting

22.0. **CONDUCT OF GENERAL BODY MEETING**:

22.1. The President or in his/her absence the Vice president shall preside over a general body meeting.

22.2. The quorum for a general body meeting shall be Minimum of 20 Members/Proxy present.

22.3. If within half an hour from the time appointed for the holding of the Extraordinary General body meeting the embers who have requisition the EGH are not present and required quorum is not present, the meeting, , shall stand adjourned.

22.4. Such adjourned meeting shall be posted to such other day and at such other time and place as the committee/the members present may determine.

22.5. Every question shall be decided by a majority vote of the members present and voting and except for the removal of any office-bearer which shall be two-thirds of the members present and voting. However for removal of any office-bearer, the minimum quorum must be two-third of the member /proxy present as Clause22.2.In case of equality of vote, the president shall exercise the casting vote.

22.7 A member shall not be eligible to participate and vote at a meeting nor be eligible to stand for any election as office bearer, if on the date of 60 days prior to the date of the meeting, he/she is in default to the Association in respect of maintenance charges or other demands due from him/her for a period of TWO months or is a person against whom any decree, decision, award or order has been obtained by the Association, from a competent Authority.

23.0. **COMMITTEE OF MANAGEMENT**

23.1. Subject to these bye-laws and such resolutions as the general body may pass from time to time, the management of the affairs of the Association shall be in the hands of a committee of management of nine members.

23.2. The committee of management shall be elected by the General Body. The five members of the Committee of Management will be as follows:

 1. President

 2. Vice-President

 3. Secretary

 4 Treasurer.

 5. Committee Members (5 in No)

23.3. Any casual vacancy in the office of the elected members of the committee shall be filled by the Committee of Management by Co-Opting a member of the Association.

24.0. **TERM OF OFFICE OF THE MEMBERS OF THE COMMITTEE OF MANAGEMENT**

24.1. The term of office of the MANAGEMENT AND COMMITTEE MEMBERS shall be FOR ONE YEAR from FIRST annual general body meeting to the next annual general body meeting. All Office bearers shall automatically retire at the General body meeting. However these members shall be eligible for re-election duly proposed, seconded and voted thereon.

24.2. Any elected member may, at any time be removed upon a resolution of the general body passed at a special meeting convened for the purpose by the votes of not less than two thirds of the total number of members present and voting at the meeting. No member shall be removed until and unless such a person has been given an opportunity to make his/her reply/rejoinder and such meeting shall be convened and the voting shall be held only after such reply. For such meeting, the notice along with the agenda shall be signed by not less than two-thirds of the total member of the Association and the meeting held after serving a notice of not less than 21 days to the concerned elected member of the managing committee.

24.3. Any vacancy arising on account of the removal of any elected member shall be filled only by the election in the same meeting.

24.4. Any elected member of the committee of management may at any time resign from his office by sending a letter of resignation addressed to the president or secretary as the case be. The same shall be placed before the committee and suitable decision shall be taken in the meeting.

. 24.5. Should an elected member of the committee of management absent himself for four consecutive meetings of the committee without prior notice and proper reasons, he/she may be removed at the discretion of the committee.

24.6. The proceedings of the committee of the management shall not be invalidated on account of any vacancy or vacancies in the committee if remained un-filled. However in that eventuality, President shall call the general body meeting within 21 days and fill the vacancies by election.

24.7. The services of the members of the committee shall be honorary.

24.8. In case of resignation, prolonged illness or demise of the President, or the vice president, one member present can be elected by the other members present in the meeting to act as president of that meeting and conduct the proceedings. Similarly in the absence of any members of the management any other management office bearer can discharge the function until the vacancy is filled by fresh appointment who shall hold office till the end of the next AGM

**25.0. POWERS AND DUTIES OF THE COMMITTEE OF MANAGEMENT**

The power and duties of management shall be as follows:

25.1 To prepare annual budget and program of work.

25.2 To raise fund on such terms and conditions as may be approved by the General body for the purpose of carrying out the function of the Association.

25.3 To prescribe from time to time the monthly service/maintenance charges and other charges if any, payable by members, subject to the approval of the general body.

25.4 To appoint any committee or committees for carrying out any specific functions relating to the business of the Association.

25.5 To incur such expenditure as may be necessary for the management of association, within the budget allotments, sanctioned by the general body for each year.

25.6 To frame regulations (which will be entered in the minutes book of the association) for the conduct of the business of Association in line with the Bye-laws.

25.7. To decide on the use/maintenance of the common area, utilities, services of all nature relating to the welfare of Apartment Owners

25.8. To transact such other business consistent with the objects of the Association and as may be incidental to the administration of the Association.

25.9. To select agencies/organizations for the upkeep of the apartment and fix their wages/contracts/terms and conditions of appointment. The committee shall also retain the power to change /alter or dispense with the services of the above mentioned agencies if the same is found to be unsatisfactory.

 25..10 To co ordinate with such external agencies like Police, EB, suppliers of equipments for ensuring safety, security and proper upkeep of such systems for the benefit of the owner members as may warranted from time to time.

26.0. **DUTIES**

26.1. To maintain such accounts and registers as are prescribed by the general body and required under provisions of various of law as may be applicable to this Society and required for recording the transaction and activities of the Association.

26.2. To prepare the annual report/statement of accounts duly audited for the preceding year, and to place them before the general body for its approval.

27.0. **MEETING OF THE COMMITTEE OF MANAGEMENT**

27.1. The committee of management shall meet once EVERY MONTHs or as often as may be necessary to conduct the affairs of the Association. Such meetings shall normally be held at the office of the Association. However, they may also be held at such other convenient place as may be decided by the committee of management.

27.2. The quorum for a meeting of the committee of management shall be five.

27.3. Every question before the committee of management shall be decided by majority of votes. In every case of equality of votes, the question shall be deemed not to have been decided. In that eventuality, the same shall be placed before the next meeting and if the same is approved if passed with majority, otherwise, the same issue shall be referred to General body for voting. The president will be neutral to all issues/election in the general body. However, in case of an equality of votes in an election or for an agenda, the President shall have the casting vote.

27.4. In case of urgency, when there may not be sufficient time to convene a meeting of the committee of management, any three of the committee members will take a decision which will be ratified in the next committee meeting.

28.0. **POWERS OF THE OFFICERS OF THE ASSOCIATION**

 Subject to such resolution as the committee of management may from time to time pass, the officers of the Association shall have the powers mentioned below:

28.1. The president shall have general control over all the affairs of the association.

28.2. The Secretary shall be responsible for the executive administration of the association subject to control of the President. He/She shall in consultation with the president call a meeting of the Management.

28.3. The Secretary shall be the officer to sue or be sued on behalf of the Association and all documents (legal and statutory) in favor of the Association shall be in the name of the "Secretary".

28.4. Secretary shall be the officer to maintain the minutes of the meeting of the committee of Management and the General Body.

28.5. The Treasurer shall have the custody of all immovable properties of the Association/ bank accounts receipts and payments and all books of account, chequebooks, bank statements, transaction details of the association. The committee shall frame regulations, ensuring the safety of the properties in the custody of the Treasurer.

28.6. The Treasurer will be responsible for maintaining the account of the Association and he/she shall be competent to hold a Cash On hand of Rs.10.000/- at any time and can incur petty/contingent expenditure subject to a maximum of Rs.5000/- at any one time with the authorization of the Managing Committee/or ratification in case of emergency.

29. **MAINTENANCE OF THE BLOCKS OF BUILDING**

29.1. It shall be the duty of the association to maintain in good repaired condition subject to normal wear and tear, the exterior of all blocks of building within the jurisdiction defined in bye-law 3.0, the maintenance of the exteriors shall include:

29.2. White-washing/color washing/distempering of all external surfaces of wall and rain water pipes gates and grills fixed externally.

29.3. Painting of doors, handrails, wastewater drainage and all pipelines fixed on the external surfaces of walls of blocks of buildings so as to preserve uniformity and to be in harmony with the general color scheme.

29.4 Maintenance of all common rain and wastewater drainage lines in proper condition including carrying out necessary repairs and replacements inside the building as and when required.

29.5 Maintenance of all common bore wells, pumps, motors, pump sets, pump houses, water tank, sumps, elevators, generator, gardens and water treatment plant.

* 1. Cleaning and sweeping of Staircases, terraces, car parks, common toilets provided near the gate for use of security personnel, No outsider shall be permitted to use these facilities Open spaces around the blocks, garden, security courtyard,. Maintenance of all common electric lengths including repairs and replacement of fused bulbs as required.

29.7 Payment of electrical energy consumption, fuel, water charges in respect of common services.

29.8 In addition to the provisions made in clause regarding maintenance, it shall also be the duty of the Association to carry out the white-washing/color-washing/distempering/painting and repairing of both the exterior and interior surfaces of the following:

29.9 Additional structure such as Association's office, compound walls of all blocks of buildings, gates, grills, etc. servant room etc., which may be constructed in the future.It shall be the responsibility of the Association to ensure proper security to the blocks of buildings, and other property within the operational area by providing the necessary watch and ward including guarding of the entire water supply and electrical installation.

29.10 Maintenance of roof of the building in case of seepage of rain water, accumulation rain water etc

29.11 To organize common celebrations like of National importance like Independence day or any other festival which majority members would like to have in common. Expenses for such common celebration shall be subject to contribution by the member on equal basis collected specifically for this purpose. Any amount collected and expended will be accounted for separately. Any excess amount left will be credited to the overall Maintenance Charges Account.

**30 DISPUTES**

30.1 If any dispute(s) concerning the constitution of the Committee or the business of the association (other than a dispute regarding the disciplinary action by the Committee against a paid servant of the association) arises, such disputes shall be referred to the general body who shall dispose of the disputes by a majority vote of the member present and voting and the same shall be final binding on the members. It shall be the endeavor of all to resolve the disputes amicably through discussion in the open forum of general body in a most co-operative manner of give and take.

30.2 If any dispute with the external agency, the decision will be taken in the general body after thorough deliberation in the committee meeting. In case of any litigation, all disputes shall be subject to jurisdiction of court in Chennai.

31. **RIGHTS OF THE MEMBERS TO INSPECT THE ACCOUNTS**

 The books of accounts of the Association are open for inspection by the members. The member may at any mutually convenient time inspect the accounts of the Association with prior notice to the secretary / treasurer.

32. **MINUTES OF COMMITTEE AND GENERAL BODY MEETINGS**

 The proceeding of every committee and General body meeting shall be recorded in a SEPARATE minutes' book TO BE kept for this purpose. Further after the meeting the draft of the same shall be circulated to the members present and on obtaining signature , it shall be recorded in the respective Minutes book before the subsequent meeting and ratified.

**33 THE FIRST SET OF OFFICE BEARERS OF THE ASSOCIATION WILL BE:**

1) PRESIDENT

2)-VICE PRESIDENT

3)SECRETARY

4) TREASURER

5)COMMITTEE MEMBER

6) –DO-

7)-DO-

8) –DO\_

)9-DO-