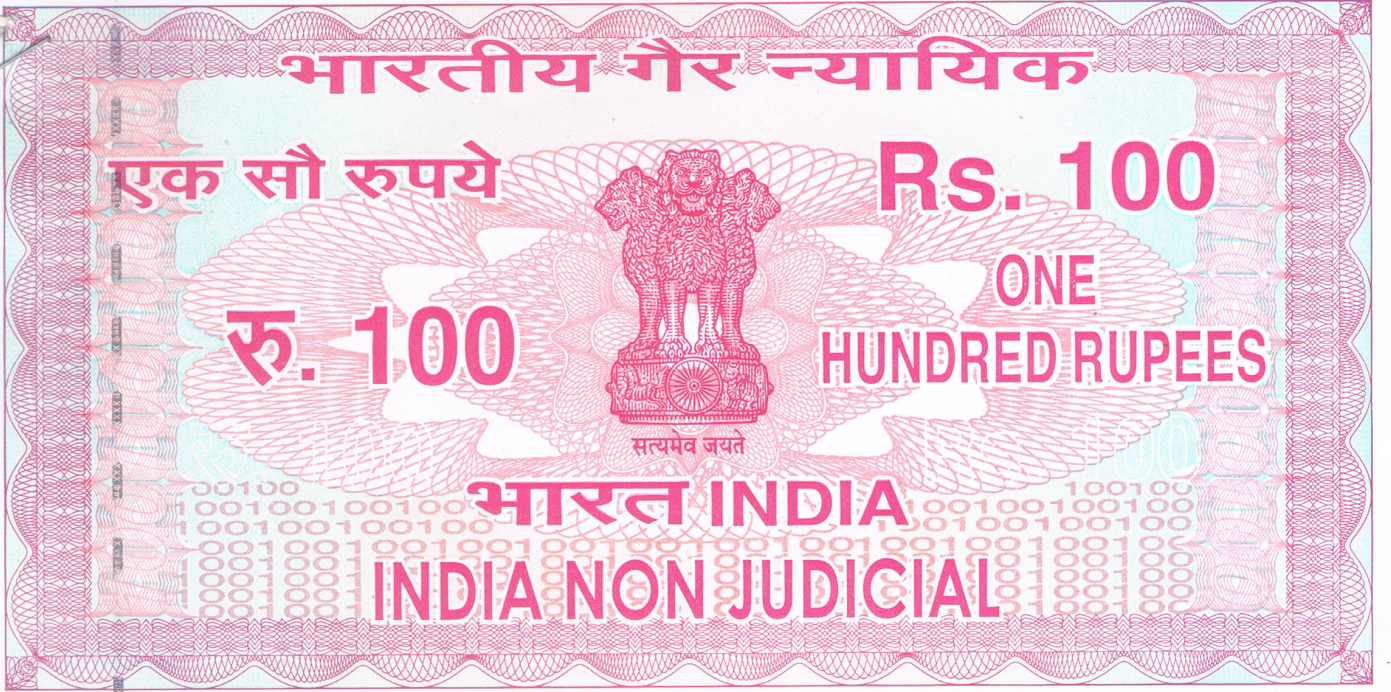




8023, Casagrand Irene

18/11/19 Owners welfare Association
Chennai

BV 620899

M. KURSHITH BEGUM
STAMP VENDOR
58, (NEW No: 18) FANPET 2nd STREET,
NANDANAM, CHENNAI - 600 035.
L.No: 12342/B1/83
PH: 24325954

சங்கப் பதிய எண்: 524/19 நகல்

FORM NO I

(See Rule 7 of the Tamil Nadu Societies Registration Rules, 1978)
APPLICATION FOR THE ISSUE OF CERTIFICATE OF REGISTRATION UNDER
SECTION 10 OF THE TAMIL NADU SOCIETIES REGISTRATION ACT, 1975
(TAMIL NADU ACT 27 OF 1975)

From

The President / Secretary

CASAGRAND IRENE OWNERS WELFARE
ASSOCIATION

THE CLUB HOUSE, CG IRENE, MG
ROAD, MANAPPAKKAM, Alandur Taluk,
Chennai District, Tamil Nadu, Pincode -
600125, India

To

The Registrar of Societies,
Chennai South

Sir,

- 1) A society by name CASAGRAND IRENE OWNERS WELFARE ASSOCIATION has been formed on 13/10/2019.
- 2) I enclose herewith the Memorandum and Bye-laws of the said society.
- 3) I remit herewith a sum of Rs.5100/- being the fee for the registration of the Society.
- 4) I am a member of the Committee of the Society.
- 5) I have been duly authorized in this behalf by the Committee of the Society.
- 6) The society may be registered and the Certificate of Registration be issued.

Place : Chennai

Date : 09.11.2019



Signature of Applicant

List of Executive Committee Members

CASAGRAND IRENE OWNERS WELFARE ASSOCIATION - THE CLUB HOUSE, CG
IRENE, MG ROAD

Sr No.	Name	Designation	Occupation	Address
1.	PRAKASH	President	<i>Retired</i>	D104, CG IRENE, MG ROAD MANAPPAKKAM, Alandur Taluk, Chennai District, Tamil Nadu, Pincode - 600125, India
2.	RANJITH KUMAR	JOINT SECRETARY	<i>Employee</i>	M204, CG IRENE, MG ROAD, MANAPPAKKAM, Alandur Taluk, Chennai District, Tamil Nadu, Pincode - 600125, India
3.	VAIDHYANATHAN	Treasure	<i>Employee</i>	E402, CG IRENE, MG ROAD, MANAPPAKKAM, Alandur Taluk, Chennai District, Tamil Nadu, Pincode - 600125, India
4.	KATHIRVELU THIRUMARAN	Vice President	Business	VILLA 12, CG IRENE, MG ROAD, MANAPPAKKAM, Alandur Taluk, Chennai District, Tamil Nadu, Pincode - 600125, India
5	LEBBAEUS DENIS	Secratory	<i>Business</i>	A101, CG IRENE, MG ROAD, MANAPPAKKAM, Alandur Taluk, Chennai District, Tamil Nadu, Pincode - 600125, India

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Memorandum

1. Name of the Society

CASAGRAND IRENE OWNERS
WELFARE ASSOCIATION

2. Address of the society

THE CLUB HOUSE, CG IRENE,
MG ROAD, MANAPPAKKAM,
Alandur Taluk, Chennai District,
Tamil Nadu, Pincode - 600125,
India

3. Main objective

To take possession of all
common areas including club
house, common facilities, roads,
landscaping and amenities and
equipment in the premises of
"CG IRENE".

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FORM NO. V

(See Rule 15 of the Tamil Nadu Societies Registration Rules, 1978)

NOTICE OF SITUATION/CHANGE OF SITUATION OF THE REGISTERED OFFICE
OF THE SOCIETY UNDER SUB-SECTION (1) OF SECTION 13 OF THE TAMIL
NADU SOCIETIES REGISTRATION ACT, 1975
(TAMIL NADU ACT 27 OF 1975).

1. Name of the Society

CASAGRANDE IRENE OWNERS
WELFARE ASSOCIATION

2. Date of Registration

3. The Registration No and year
of registration

4. Presented By

To

The Registrar of Societies,

South Chennai,

Chennai South

Sir,

CASAGRANDE IRENE OWNERS WELFARE ASSOCIATION hereby gives you notice under sub-section(1) of Section 13 of the Tamil Nadu Societies Registration Act, 1975 (Tamil Nadu Act 27 of 1975), that the registered office of the society situated at THE CLUB HOUSE, CG IRENE, MG ROAD, MANAPPAKKAM, Alandur Taluk, Chennai District, Tamil Nadu, Pincode - 600125, India was changed from THE CLUB HOUSE, CG IRENE, MG ROAD, MANAPPAKKAM, Alandur Taluk, Chennai District, Tamil Nadu, Pincode - 600125, India toon the..... day of.....



Signature

Designation of position in

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Relation to the society

Dated the..... day of..... ,.....

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FORM NO. VI

(See Rule 16 of the Tamil Nadu Societies Registration Rules, 1978)
REGISTER OF MEMBERS TO BE MAINTAINED UNDER SUB-SECTION (1) OF
SECTION 14 OF THE TAMIL NADU SOCIETIES REGISTRATION ACT, 1975
(TAMIL NADU ACT 27 OF 1975).

REGISTER OF MEMBERS

1. Name and Address of the
Society

CASAGRANDE IRENE OWNERS
WELFARE ASSOCIATION, THE
CLUB HOUSE, CG IRENE, MG
ROAD, MANAPPAKKAM, Alandur
Taluk, Chennai District, Tamil
Nadu, Pincode - 600125, India

2. Date Of Registration

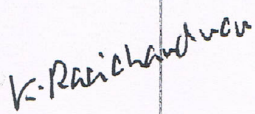
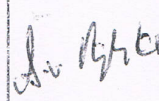
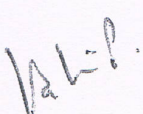
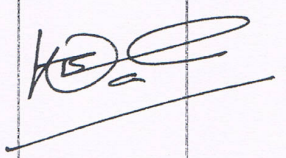
3. The Registration number and
Year of registration

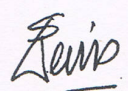
Sr No.	Name of the member	Full Address of the member	Occupatio n	Date of Enrolment	Date of Resigna tion or Remova l	Remark s
1.	SUGANTHI SHANKAR	B404, CG IRENE, MG ROAD, MANAPPAKKAM, Alandur Taluk, Chennai District, Tamil Nadu. Pincode - 600125, India	Employee	13/10/201 9	-	-
2.	PRAKASH	D104, CG IRENE, MG ROAD, MANAPPAKKAM, Alandur Taluk, Chennai District, Tamil Nadu, Pincode - 600125, India	Retired	13/10/201 9	-	-

3.	Y KRISHNASWAM RAVICHANDRAN	O403, CG IRENE, MG ROAD, MANAPPAKKAM, Alandur Taluk, Chennai District, Tamil Nadu, Pincode - 600125, India	Employee	13/10/201 9	-	-
4.	RANJITH KUMAR	M204, CG IRENE, MG ROAD, MANAPPAKKAM, Alandur Taluk, Chennai District, Tamil Nadu, Pincode - 600125, India	Employee	13/10/201 9	-	-
5.	VAIDHYANATHA N	E402, CG IRENE, MG ROAD, MANAPPAKKAM, Alandur Taluk, Chennai District, Tamil Nadu, Pincode - 600125, India	Employee	13/10/201 9	-	-
6.	KATHIRVELU THIRUMARAN	VILLA 12, CG IRENE, MG ROAD, MANAPPAKKAM, Alandur Taluk, Chennai District, Tamil Nadu, Pincode - 600125, India	Business	13/10/201 9	-	-
7.	LEBBAEUS DENIS	A101, CG IRENE, MG ROAD, MANAPPAKKAM, Alandur Taluk, Chennai District, Tamil Nadu, Pincode - 600125, India	Business	13/10/201 9	-	-

BYE-LAWS

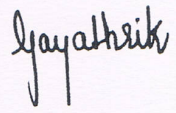
Signatures to the Memorandum hereby certify that the Byelaws is the correct copy.

S.No	Member's Name	Occupation	Address	Signature
1.	SUGANTHI SHANKAR	Employee	B404, CG IRENE, MG ROAD, MANAPPAKKAM, Alandur Taluk, Chennai District, Tamil Nadu, Pincode - 600125, India	
2.	PRAKASH	Retired	D104, CG IRENE, MG ROAD, MANAPPAKKAM, Alandur Taluk, Chennai District, Tamil Nadu, Pincode - 600125, India	
3.	KRISHNASWAMY RAVICHANDRAN	Employee	O403, CG IRENE, MG ROAD, MANAPPAKKAM, Alandur Taluk, Chennai District, Tamil Nadu, Pincode - 600125, India	
4.	RANJITH KUMAR	Employee	M204, CG IRENE, MG ROAD, MANAPPAKKAM, Alandur Taluk, Chennai District, Tamil Nadu, Pincode - 600125, India	
5.	VAIDHYANATHAN	Employee	E402, CG IRENE, MG ROAD, MANAPPAKKAM, Alandur Taluk, Chennai District, Tamil Nadu, Pincode - 600125, India	
6.	KATHIRVELU THIRUMARAN	Business	VILLA 12, CG IRENE, MG ROAD, MANAPPAKKAM, Alandur Taluk, Chennai District, Tamil Nadu, Pincode - 600125, India	
7.	LEBBAEUS DENIS	Business	A101, CG IRENE, MG ROAD, MANAPPAKKAM, Alandur Taluk, Chennai District, Tamil Nadu, Pincode - 600125, India	

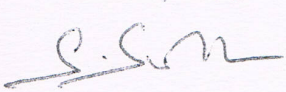


Signed in our presence this _____ day of _____, _____

Name : GAYATHRI DENIS
Father's Name : DENIS
Address : A101, CG IRENE, MG
ROAD, MANAPPAKKAM,
Alandur Taluk, Chennai
District, Tamil Nadu, Pincode
- 600125, India

Signature : 

Name : SUNITHA SRIDHARAN
Father's Name : VAIDHYANATHAN
Address : E402, CG IRENE, MG
ROAD, MANAPPAKKAM,
Alandur Taluk, Chennai
District, Tamil Nadu, Pincode
- 600125, India

Signature : 



BYELAWS

1. **Name of Society:** The name of the society is Casagrand Irene Owners Welfare Association
2. **Registered office of the society:** The registered office of the Association shall be at The Club House, CG IRENE, MG Road, Manapakkam, Chennai – 600 125.
3. **Date of Formation of Society:** The society was formed on 13/10/2019
4. **Jurisdiction of the registrar of society:** The society is situated within the jurisdiction of the Register of society, Register of Societies & Registrar of assurances
5. **Business Hours of the Society:** The business hours of the society may be between 18.30 – 20.30 hours except govt holidays and Mondays
6. **Objectives of the Society:** The aims and objectives of the Society shall be
 - a) To take possession of all common areas including club house, common facilities, roads, landscaping and amenities and equipment in the premises of "CG IRENE"
 - b) To manage, administer and maintain all existing common areas, facilities, amenities, and equipment (including the club house & Swimming Pool) and any additions made hereafter for and on behalf of the Owner Members of the Association, who have legal undivided share of ownership of the complex named "CG IRENE".
 - c) To look after the cleanliness, lighting and regular maintenance of the common areas, club house & swimming pool.
 - d) To take care of the aesthetics of the Flat/Villas including white washing, painting etc., of the exterior of the Flat/Villas and the interiors of the common areas.
 - e) The Association shall have control and maintenance of all the equipment which will be taken over from the Developer (Casagrand) or forming part of the project at the time of handing over and any future acquisition.
 - f) To endeavor to do all that is feasible for the safety, security and comfort of the members and residents.

- g) To do routine, minor and major maintenance works of all common areas, amenities, facilities and equipment including plumbing dealing with potable water, sewage, rain water, bore wells, landscaping, internal roads, etc. However, the Association will not be responsible for the repairs and maintenance of any facilities inside the flats / villas except that assistance will be provided for the routine and minor fixing of taps, and troubleshooting of electrical issues.
- h) To collect maintenance charges and such other charges as may be required to collect from the members of the association on a periodical basis and/or to raise funds from members and residents for achieving the aims and objectives of the Association.
- i) To promote peaceful and harmonious living conditions, environment and atmosphere for the ultimate benefit of all the Members of the Association.
- j) To promote, encourage and carryout sports, social, cultural and recreation activities, celebrate events of national importance for the benefit of all the members of the Association.
- k) To carry out such other objectives, as the members in the General Body may decide from time to time.
- l) To do all things that is necessary and convenient for the accomplishment and fulfilling of the aforesaid objectives of the Association.
- m) To ensure provision of other facilities for peaceful and convenient living in the Flat/Villa complex by the residents.
- n) To raise adequate funds by way of deposits, contributions, etc. duly approved in the General Body Meeting.
- o) To perform all legal and proper acts that is necessary for the welfare of the members of the Association.
- p) To settle differences, if any, amicably among the residents in all matters affecting their common welfare.
- q) To address the common and genuine grievances of the members of the Association and to redress the same through the Government, Judicial, Statutory and other bodies, including local bodies as may be necessary & applicable.
- r) To communicate information and notifications of the Government and other statutory bodies issued from time to time in respect of matters relating to common in nature and concerning the Flat/Villas in the complex
- s) To represent the members of the Association in all matters pertaining to their common properties and rights.

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- t) To negotiate/carry on litigation, settlement or compromise with third parties, in respect of any matter affecting their common rights and properties.

7. **Legal Suits:** The Association may sue or be sued in the name of the President as per provisions laid down under Tamilnadu Flat/Villa Ownership Act, 1994. The President or Secretary of the Association for the time being in office and where there is a vacancy in the office, any other office bearer of the Association nominated to perform the duties of the President or Secretary provided that the President or the Secretary or any other office bearer of the Association shall not be liable personally in their respective capacity as such, for all the bonafide actions taken by them towards the larger interest of CGIOWA.

8. **SHORT TITLE AND APPLICATION:**

These bye-laws, rules and regulations shall apply to all the members of the Association, residents, nominal members and occupants of the flat/villa premises and other structures in any manner situated in the building premises known as CG IRENE, Manapakkam, Chennai- 600125 hereinafter called the "Complex". These bye-laws may be called the bye-laws of the Casagrand Irene Owners Welfare Association (CGIOWA).

- a) All present and future owners, their legal successors, tenants and future tenants, nominal members, employees of the Association or any other persons, who may use the facilities of the CG IRENE Owners Welfare Association (CGIOWA) in any manner, shall be bound by the provisions as set forth under these bye-laws
- b) It is incumbent on the owners to ensure that their tenants / lessees are to be made aware of the provisions of the bye-laws of CG IRENE Owners Welfare Association (CGIOWA) while entering into an agreement for tenancy or lease only and the same has to be intimated prior to CGIOWA in this respect. A declaration form is to be filled up by the tenants / lessees duly countersigned by the respective owners and to be submitted to Association before taking possession of flat/villa for rent purpose. A soft copy of these bye-laws may be furnished to the said persons so as to help them to comply with these provisions, rules and regulations
- c) The rental or taking on lease of any kind of these flats/Villas or mere act of occupancy of any of the said flats/Villas will automatically signify that these bye-laws were read, understood, accepted and shall be complied with
- d) If anything contained in these bye-laws are directly or indirectly in contravention to the rules or bye-laws of the Tamilnadu Societies Registration Act, 1975 and its amendments or any prevailing rules or bye laws enacted by the State Government, whichever applicable, the Tamilnadu Societies Registration Act, 1975 shall prevail upon these bye-laws.

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9. DEFINITION & INTERPRETATIONS

Unless otherwise specifically provided in these bye-laws, the following words and terms shall have the meaning assigned to them herein.

- a) "Bye-laws" shall mean the registered bye-laws of the Association namely "CG IRENE Owners Welfare Association (CGIOWA)" and as amended from time to time
- b) "Management Committee" means the Management Committee (MC) to which the management of the affairs of the Association are entrusted
- c) "Core Committee" means a body of persons nominated or elected to represent each of the 15 Blocks (Starting from Block A to Block O) and 13 Villas for governing the Complex as part of the Association. Subsequent to election of Management Committee members from among and by the Core Committee, the remaining members of the Core Committee constitute the Executive Committee. In nutshell, "Core Committee" consists of all the persons from Management Committee and Executive Committee.
- d) "Executive Committee" means all the Core Committee members excluding the Management Committee members
- e) "President" means a member duly elected as President of the Association.
- f) "Vice President" means a member duly elected as Vice President of the Association.
- g) "Secretary" means a member duly elected as Secretary of the Association.
- h) "Joint Secretary" means a member duly elected as Joint Secretary of the Association.
- i) "Treasurer" means a member duly elected as Treasurer of the Association.
- j) "Developer / Builder" means Casagrand Builder Pvt. Ltd. who has developed and constructed "CG IRENE" Flat/Villa complex.
- k) "Flat / Villa" means a separate and self-contained set of premises used or intended to be used for residence of all the 15 Blocks (Starting from Block A to Block O) and 13 Villas and covered under Registered Sale Deed through which it is purchased in CG IRENE, situated in Manapakkam, Chennai – 600 125.
- l) "Owner" means an individual, partnership firm, HUF, Company or Association of Persons owning a Flat / a Villa in CG IRENE acquired through a registered instrument from the Builder or any subsequent transferee(s) from the Owner. If the Flat / Villa is not owned in the individual name, the owner shall represent only through legally authorized person. Owner is the "Member" of the Association.
- m) "Complex" means the building known as "CG IRENE" located at Manapakkam, Chennai - 600 125, all the structures and buildings constructed, to be constructed, civil, mechanical, electrical and other systems/facilities and provisions now existing or in future to be put up

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and erected in the above premises including the open space in and around the buildings in the premises.

- n) "Association" means the Association of CG IRENE Owners Welfare Association (CGIOWA) formed in accordance with the provisions of bye-laws, constituted by all the members for the purpose of maintenance of the building and protect the interest of its members.
- o) "Annual General Body Meeting" (AGM), "Extra-Ordinary General Body Meeting" (EGM) and "Special General Body Meeting" (SGM) mean General Body Meetings of the Association as are convened and held in accordance with bye- laws of the Association.
- p) "General Body" or "GB" means all the members of the Association.
- q) "Advisory Committee" means a committee formed to oversee and implement specific operations / projects/works and would include subject matter experts appointed by the Core Committee from time to time
- r) "Year" means the financial year from 1st April to 31st March.
- s) "Reserve/Emergency Fund" shall mean the fund collected from the owners, for the purpose of meeting the exigencies, which may arise from time to time.
- t) "Corpus Fund" shall mean the fund collected from the owners, for the purpose of meeting capital expenses, major works such as flooring, painting and other major expenses carried out from time to time.
- u) "Act and Rules" wherever they occur shall respectively mean "The Tamil Nadu Flat/Villa Ownership Act, 1994", "The Tamilnadu Societies Registration Act, 1975" and "The Tamilnadu Societies Registration Rules, 1978 " as amended time to time.
- v) "Maintenance charges" means an amount liable to be paid by each Member on periodical basis or any other amount as may be fixed by the Management Committee in consultation with Executive Committee.
- w) "Common Areas and Facilities", unless otherwise provided in the declaration, or lawful amendment thereto, means:
 - i. The land on which the building is located and all easements, rights and appurtenances belonging to the land and building;
 - ii. The Foundations, Columns, Girders, Beams, Supports, Main walls, Roofs, Corridors, Lobbies, Stairs, Stairways, Firefighting system, Fire alarm, Fire- escapes and Entrances and Exits of the building;
 - iii. The Basements, Cellars, Yards, Gardens, Visitor parking areas, Store rooms, Laundromat, Common Toilets, Roads, Pavements, Driveways, Common Lighting, Parks etc.;
 - iv. The premises and area used by persons employed for the facility management of the property.
 - v. The Elevators, Tanks, Sumps, Water treatment plants, Sewerage treatment plant, Generator Set, Pumps, Motors, Fans, Compressors, Pipes and Ducts and in general all apparatus and installations existing for common use;

- vi. The Club House, Party Hall, Terrace, Common rest place for Servants, Gym and all other amenities that are in its entirety with the equipment and other infrastructure
- vii. Entrance, Swimming pool, Garden, Park, Rainwater harvesting systems and other open area within the complex.
- viii. All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use
- ix. "Parking Space" means the space either open or covered within the complex earmarked for parking of vehicles including two wheelers and includes a covered and open car parking area owned by a member. This includes visitor parking as well.
- x) "Prescribed Form" means the form prescribed by the Association for various purposes.
- y) Any other phrases or words containing in the memorandum not specifically defined as described in the general clause of act or as defined by the respective Advisory Committee and approved by the Core Committee

10. ENROLMENT OF MEMBERS

1. The Members of the Association shall consist of all flat /villa owners of CG IRENE, subject to the application in the prescribed form and submitting it to the Secretary to become a member
2. Every member shall pay a one-time membership registration fee of Rs. 10/- (non-refundable) or any other registration fee fixed by the CoreCommittee
3. Each Flat / Villa shall have only one Membership represented by its owner by virtue of registered sale deed. In the event of any flat / villa is jointly owned by more than one person, all the joint owners shall provide declaration / mutually agreeing to provide membership in the name of one of the Joint owners.
4. In the event of minor being the owner of any Flat/villa, his/her natural guardian i.e., either mother or father or any person being appointed as legal guardian shall get membership on behalf of minor by providing joint declaration.
5. In the event of unfortunate demise of any Member, his/her successor who succeeds to the flat / villa as per law is entitled to become the Member of the Association and in the event of there being more than one successor, they are obligated to provide joint declaration/ authorization mutually agreeing to provide Membership in the name of one of the successors.
6. In the event of any Flat/villa is owned by either husband or wife in a family, at the option of spouse owning the Flat/Villa authorizing his/her spouse to admit as member as per the Authorization Letter, such spouse though not the owner of Flat/villa will be admitted as a

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member in place of spouse owning the Flat/villa. The member so admitted will have such rights, responsibilities and liabilities as laid down in these bye-laws.

7. All tenants or licensees or caretakers residing in the flats/villas and all the vendors / contractors working for the association, including their employees working in the complex, shall be Nominal Members of the Association and all such Nominal Members shall abide by these bye-laws without any voting rights. Nominal Members are not eligible to be a member of the Core Committee. For each flat/villa only one person is entitled to become a nominal member.
8. The Member's age should be more than 18 years except in the case of minor legal heir of a deceased Member.
9. The persons purchasing the flats/villa on resale basis from existing members shall become eligible to be a Member of the Association subject to payment of membership fee and filing application in the prescribed form to the Secretary to become a member.
10. A purchaser of a re-sale flat/villa who is admitted as Member of the Association less than 2 days prior to the date of the Annual General Meeting shall not be eligible to vote in that Annual General Body Meeting; however he/she is eligible to vote in subsequent General Body Meetings.
11. Every Member/Nominal member shall be provided a photocopy of the byelaws of the Association on payment of Rs 500/- (Rupees Five Hundred only) or any other amount as may be fixed from time to time. However, soft copy will be shared free of cost.

11. ENROLMENT OF TENANTS

1. Every tenant who intends to occupy the flat/villa shall file with the association a copy of the lease/rental agreement disclosing the flat/villa number, name of tenant along with copy of ID/address proof of the tenant before the tenant occupies the flat/villa. The tenant shall submit a NOC as per prescribed form. A local police verification certificate covering the tenant and all the family members who are going to stay in the flat/villa may also be required.
2. It shall always be the responsibility of the owner concerned to keep the association informed in writing about the change of occupancy of his/her flat/villa if it is not occupied by the owner himself.
3. Every new occupant or tenant shall be bound by these bye-laws, rules and regulations of the Association.
4. Every tenant, irrespective of the tenure, shall pay a one-time registration fee of Rs. 500/- (non-refundable). The registration fee may undergo change from time to time as decided by CGIOWA.

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12. RIGHTS, OBLIGATIONS AND RESPONSIBILITIES OF MEMBERS

1. All the members are legally bound by the bye-laws of the Association and / or any rules that may be included in the bye-laws from time to time.
2. All the Members are entitled to attend and vote at the General Body Meetings. They are also entitled to appoint a proxy to attend and vote instead of themselves. Proxies in order to be effective must be received and acknowledged by the Association (represented by the Management Committee) not less than 48 hours before the scheduled time of the meeting. Corporate Entities either being Member or being proxy of other Member intending to send their respective authorized representatives are required to send a duly certified copy of the Board / Governing body resolution authorizing such representatives to attend and vote at the General Body meetings.
3. At the General Body Meetings, every Member shall have one vote for each flat/villa owned by him/her. In the event of his/her absence, a proxy of the Member (holding an authorization as per prescribed form duly signed by the Member) is entitled to cast vote. A single Member can represent as a proxy for only one member. However, such proxy/member will be allowed into the meeting hall after duly verifying the identity through submission of one of the following proofs with photo identity: (a) Passport (b) Driving License issued by the competent authority (c) Voter identification card (d) Ration card (e) PAN card (f) Aadhar card (g) Any other photo identity proof issued by the Government authorities.
4. Every Member shall be entitled to receive a copy of the audited statement of account and such other documents relating to the management and affairs of the Association as may be required upon payment of copying charges at the rate fixed by the Management Committee.
5. Every Member shall be entitled to submit his/her grievance in respect of any of the amenities and / or facilities in the building complex for redressal within reasonable time.
6. Every Member shall be entitled to know as to how surplus funds of the Association are deployed. However, this right shall be exercised only during the annual general body meeting or when not less than 1/3rd of the Members issue a notice to the Management Committee in writing.
7. Every Member shall be entitled to contest in the election unless disqualified in accordance with these bye-laws.
8. All the Members/Nominal Members shall regularly pay maintenance charges as stipulated by the Association from time to time and also other amounts as per these bye-laws.
9. Every Member / Nominal Member shall keep his/her flat/villa as well as the common areas clean.
10. No Member / Nominal Member shall stock or store any kind of goods or materials which are combustible, obnoxious or other goods which are not permitted to be stored without the

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sanction of the Competent Authority under any Government laws relating thereto.

11. No Member/Nominal Member shall do or suffer anything to be done in his/her flat/villa, which may cause nuisance, annoyance or inconvenience to other Members/Nominal Members of the Association or carry on practices, which may be repugnant to the general decency or morals of the Members/Nominal Members of the Association. The Management Committee is empowered to either suo-moto or on receipt of a written complaint from any resident/occupant to take steps including legal action to stop all such practices mentioned above.
12. Every Member/Nominal Member shall use the common areas and facilities for the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other residents/occupants.
13. No Member/Nominal Member shall make any structural modifications or alterations in his/her flat/villa without prior written permission from the Association in writing.
14. All the Flats / Villas in the complex shall be strictly used for residential accommodation and for the purpose of guest houses (own usage) providing residential accommodation only. Guest Houses providing accommodation on commercial basis such as service Flat/Villas / the accommodation sold to the patrons on rental basis are normally prohibited.
15. Every Member/Nominal Member shall comply with the covenants, rules, conditions and restrictions placed by the Management Committee/General Body from time to time for the accomplishment of the aims and objects of the Association. Failure to comply with any of these stipulations shall be a ground for action by the Management Committee to seek relief or recover damages from the defaulting Member/Nominal Member and also to initiate appropriate legal proceedings as deemed fit.
16. No Member/Nominal Member /occupant of the unit/Flat/villa shall undertake any Commercial/Professional activity and have offices in his/her unit/Flat/villa.
17. Every Member/Nominal Member shall intimate the contact details and other particulars to the Management Committee in the prescribed format and update the changes, if any, from time to time.
18. Commencement of tenancy, lease or caretaker status, the concerned Owner shall notify to the Secretary of the Association his intention to do so along with the details of the tenant / lessee or caretaker status in the prescribed form.
19. Prior to the termination of the tenancy, lease or caretaker status of a Nominal Member, the concerned Owner shall intimate to the Secretary of the Association, his intention to do so in the form as prescribed form.
20. Every Member/owner is expected to carry out promptly all maintenance and such repair works within his/her own flat/villa which if omitted would affect the Flat/Villas belonging to other owners in their entirety or in part, and shall expressly be liable for any damage that may be caused to the Flat/Villas belonging to other owners or to the common amenities because of

his/her failure to do so

21. All the repairs and installations for supply of water, power, disposal of sewerage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the Flat/Villa shall be at the expense of the Flat/Villa owner concerned and such repairs and installations shall be properly done
22. Owners shall be liable for the payment of all taxes including property taxes / water & sewerage taxes or any other taxes to be levied from time to time by the state/central government or local bodies from time to time in respect of the Residential Flat/villa.
23. Even if the Flat/villa of any Member is vacant for any period, the maintenance charges to be levied by the Association shall be paid irrespective of the non-occupation of the Flat/Villa.
24. The owners / residents shall not at any time divide or cause to be demolished the premises or any part thereof nor shall at any time make or cause to be made any additions or alterations of whatsoever nature to the premises or any part thereof, nor any alteration in the elevation and outside color scheme of the said premises and Flat/Villas. The Members/tenants shall keep the outside of walls, sewer drains and pipes in the said premises and Flat/Villa in good condition so as to support and protect the other parts of the building and shall not chisel or in any other manner damage the columns, beams, walls, slabs, stair-cases or other structural Members in the said premises without the prior written permission of the Management Committee.
25. Any modifications in the common areas, staircases, circulating areas require the approval in writing on receipt of the written request of the owner from the Association duly approved by more than 50% of Core committee as a policy and no individual shall execute any modification without prior written approval of the Committee.
26. The owners shall reimburse the Association for any expenditure incurred for repairing or replacing any facility damaged within the common area through any fault of his/her part and or for damages caused by his/her tenant and the same will be recovered as if the same is a debt recoverable by the association. The quantum of amount decided by the management committee of the association shall be final and conclusive.
27. An owner shall grant the right of entry to Management Committee or any Member nominated by the Management Committee in case of any emergency whether the owner is present or not at that time in case of any major defects affecting the common area facilities is apprehended.
28. The bye-laws and relevant rules as stated in these bye-laws and any standing orders issued by Management Committee from time to time with respect to the proper use of premises shall be binding not only on Members, their family Members and/or on Nominal Members and their families residing in the building but also on their employees, guests and visitors.
29. The Management Committee and the Association shall not be responsible for any loss or damage to the person or property of anyone using the buildings, amenities and its premises and no suit, prosecution or other legal proceeding shall lie against the Association or any Office bearer or any employee of the Association in respect thereof.

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30. The Association shall defend Members of the Management Committee and its Employees in the event of any cases instituted against them. The Members and Association shall indemnify and reimburse the Members of the Management Committee and Employees of the Association in the event of their suffering any liability or loss on account of claims made by third parties and Members towards damage suffered in normal and legitimate discharge of their duties as per these bye-laws.
31. The Association is entitled to collect the reserve fund/emergency fund and corpus fund from the flat/villa owners for the Maintenance of the complex as may be decided by Management Committee from time to time.
32. The Association is entitled to introduce a Building Maintenance System for providing the services to the flat/villa owners and for collection of dues from the flat/villa owners as may be decided by the Management Committee from time to time.

13. CESSATION OF MEMBERSHIP

- a) A Member shall cease to be a Member when he ceases to be an Owner of the Flat / Villa. He should however, pay all the outstanding amounts due to the Association. In case of non-payment of the same, the liability shall automatically be transferred to the new owner.
- b) In case of transfer of the ownership of the flat/villa, prior to handing over the possession, the Member shall intimate to the Association his intention to do so in the prescribed form appended on payment of arrears / dues to enable the Association to issue No due certificate/gate pass.
- c) A Nominal Member shall automatically cease to be a Nominal Member simultaneously on the termination of his tenancy, or status of licensee or caretaker. He should however, pay all outstanding amounts due to the Association prior to vacating the premises, if any. In case of non-payment of such dues, the liability for payment shall automatically be transferred to the owner whose premises have been vacated.
- d) A Member shall cease to be a Member in case of death or on expulsion under these bye laws.

14. CORE COMMITTEE & ITS ELECTION

The composition of Core Committee shall be in the proportion of minimum 1 and maximum 2 Core Committee Members (except for block J where it is capped at 4 members). In the event it is not possible to achieve the aforesaid proportion due to non-availability of members from any particular block, the Core Committee members shall be elected from other block to the extent of such non-availability. Only eligible Members shall be entitled to cast their vote in favor of a candidate of his choice for election of the Core Committee.

The Core Committee Members shall be elected from each block by demonstrating simple majority from their respective blocks by obtaining consent for their nominations either through electronic form or by

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getting their signature in the hard copy election form. Subsequently the election officer appointed will verify and declare them as elected Core Committee members after obtaining their signature on the declaration form. The new Core Committee so elected will be notified during General Body Meetings. The Core Committee members vacating office are eligible for re-election. The term of office of each Core Committee (including the office bearers) shall be one year from the date of assuming office.

The newly elected Core Committee shall meet and elect a President, Secretary and Treasurer. In addition, it may also elect a Vice President and a maximum of 3 Joint Secretaries as may be required from amongst its members. The President, Vice President, Secretary (ies), Joint Secretary and Treasurer shall be the office bearers of the Association. In the event of temporary non-availability of an office-bearer for any period of time, his powers /obligations may be assigned by the Managing Committee to any of the Core Committee members for such period. The office bearers shall be eligible for re-election.

In the event any office bearer ceases to be the Core Committee member, he shall cease to be the office bearer too simultaneously. A Core Committee member shall be disqualified from continuing in the said position if:

- (i) If he/she is found to be of an unsound mind by a court of competent jurisdiction;
- (ii) If he/she applies for being adjudicated as insolvent or is adjudged as insolvent;

On completion of the tenure, the Outgoing Management Committee shall handover the charge and administration of the Association to the newly elected body within Seven (7) days from the date of declaration of elected body. The salient features of the election process are given below:

- i. Election for all the members of the Core Committee shall be held once in a year.
- ii. The Core Committee shall appoint an election officer who may be a Member of the association or may be an outsider who is considered competent and experienced for conducting the Elections. The outgoing Management Committee shall assist the election officer to conduct the elections.
- iii. The elected Core Committee shall meet and elect a President, Secretary and Treasurer. In addition, it may also elect a Vice President and a maximum of 3 Joint Secretaries as may be required from amongst its members. The President, Vice President, Secretary, Joint Secretary (ies), and Treasurer shall be the office bearers of the Association. The voting in election shall be by way of secret ballot or show of hands.
- iv. In the event of more than one contestant securing same number of votes for the same post only one among them will be declared elected by conducting drawl of lots by election officer in the presence of the said contestants.
- v. The offices of President, Vice-President, Secretary, Joint-Secretary (ies) and Treasurer cannot

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be held by the same persons/positions consecutively for more than two terms.

In the event of dissolution of Management Committee before the expiry of its tenure, the election shall be held within 30 days thereof. No Member shall be entitled to vote or eligible to be elected or remain as a Member of the Management Committee or co-opted on it if, he/she is disqualified. The reasons for disqualification shall be as follows:

- i. He/she has been convicted of any offence, involving moral turpitude involving imprisonment.
- ii. He/she is in arrears of any sum due from him/her to the Association in respect of his/her Maintenance Charges/ any charges as on the date of nomination/ casting vote and continuing in Management Committee.
- iii. He/she doesn't have minimum attendance of 75% in the MC meetings or abstains consecutively for 3 meetings of the Management Committee without any intimation to the Secretary / Management Committee.

15. THE MANAGEMENT COMMITTEE (MC) & ITS ELECTION

A board of members nominated/elected by and from the Core Committee (CC) that represents the association before all official or non-official bodies including Government agencies/body in all matters. The work of this Management Committee is reviewed by the General Body comprising of all owners at the annual general body meeting or any other meeting called for. The Final Authority of the Association shall vest in its General Body, which shall be summoned to meet in a manner as specified in these bye-laws.

The management of the day-to-day administration of the Association shall vest with the Management Committee duly constituted in accordance with these bye-laws.

Subject to these bye-laws, the Management Committee shall exercise all powers explicitly conferred on it and discharge all functions entrusted to it under these bye-laws. The elected Management Committee Members will not have or own any sort of commercial or business establishment within Community. He/She will not use or allow to use his/her position as Management Committee member to derive any business advantage by having direct /indirect business within CG IRENE premises. Even after getting elected to the post, they must not carry out any kind of businesses within the premises during their tenure. The Management Committee shall on or before 31st August of each calendar year circulate / display in the notice board audited / approved financial statement in respect of common areas and facilities indicating (for the period / year ending 31st March every year)

1. All receipts and expenditure.
2. A summary of assets and liabilities of the Association.

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3. A report on the activities of the Association.
4. Budget for next financial year

The elected Management Committee shall have the following office bearers, who shall be elected by the Members of the Core Committee:

1. President
2. Vice President
3. Secretary
4. Joint Secretary (ies)
5. Treasurer

The Office bearers shall hold office for the full term of one year unless "No Confidence Motion" has been passed against one or more and new office bearer/bearers has/have been elected for the remaining period. A "No confidence motion" shall be deemed to have been passed only when more than 2/3rd of the Core Committee members present and voting in favor of "No Confidence".

Any decisions and resolutions to be passed by the Management Committee shall be by way of 80% majority. Every Member of the Management Committee shall have only one vote.

The meeting of Management Committee shall take place at least once in a month preferably on Sundays/Public Holidays. The meeting can be requisitioned either by Secretary or at least Four (4) Members of the Management Committee. There must be a minimum of 5 days prior notice for meeting except in case of emergency.

A Member of the Management Committee including any of the office bearers may resign from the Management Committee by addressing a letter to the Management Committee. The resignation will be effective on acceptance by Management Committee or on expiry of 30 days from the date of resignation whichever is earlier.

Any vacancy in the Management Committee caused by resignation or disqualification or otherwise, may be filled-in by the Core Committee by passing a resolution by simple majority by way of co-option of any other eligible Core Committee members. The period of office of the co-opted Member shall be co-terminus with the residue tenure of office of the Management Committee. If at any point of time, the total strength of Management Committee is reduced to 50% of the total strength, the Management Committee automatically gets dissolved and fresh elections shall be conducted and until new Management Committee is getting elected such Management Committee shall continue to act as a caretaker Management Committee.

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The tenure of first Management Committee shall be for the duration from November 2019 to till the AGM in September 2020 or till the duly elected Management Committee by the Members taking over the management whichever is earlier. The names of the first Management Committee Members is listed below:

Sl. No.	Name of the office bearer	Designations of their standing in the association	Flat/Villa No.	Signature
1	Mr. J. Prakash	President	D104	
2	Mr. K. Thirumaran	Vice-President	V12	
3	Mr. Lebbaeus Denis	Secretary	A101	
4	Mr. Ranjith Kumar.A	Joint Secretary	M201	
5	Mr. Vaidhyanathan. P	Treasurer	E402	

The first Management Committee shall have all the powers as per bye-laws.

16. DUTIES OF THE MANAGEMENT COMMITTEE (MC)

1. Organize social / cultural events and administer & maintain recreational facilities / amenities for the resident of the complex.
2. Assign the responsibilities for carrying out day to day administration of building and affairs of association to the employees appointed for such purpose
3. Represent the members of the Association, in the matter relating to the building or arising in relation to it, with the aim of protecting their rights and interest
4. Encourage and promote religious, cultural, fitness and educational activities and promote charitable feelings among members.
5. Join hand with any other association for common and mutual benefits.
6. Open and maintain one or more bank Accounts of the association in the name of the association with any scheduled bank as decided by the committee.
7. Ensure that the income monies received by the association are applied in promoting the objectives of the association and are not available for distribution on any account among the members.
8. Keep in custody of all original documents connected to the land and building, licenses issued by

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any authorities in relation of the said building or land

9. Ensure to carry out all possible actions and putting their best efforts to implement all the action points agreed with the Executive Committee.
10. Ensuring that all major decisions are taken after consultation with Executive Committee (EC). EC members have to be informed in the next meeting (scheduled within two weeks' time) in case of any emergency/urgent decisions taken by MC.

17. POWERS OF MANAGEMENT COMMITTEE

The Management Committee shall exercise the powers and discharge the functions and duties as per these bye-laws including as under.

1. To determine the quantum of amount payable by Members towards maintenance charges and other charges from time to time.
2. To determine the rates of interest to be charged from Members defaulting in payment of contribution.
3. To consider and decide on matters towards expenditure on repairs and maintenance.
4. To consider and decide upon matters brought up by a Member/Nominal Member pertaining to the affairs of Association.
5. To review the position of recovery of dues to the Association and to decide and initiate action against the defaulting Member.
6. To ensure holding of annual meeting of the General Body within the prescribed period.
7. To call a special meeting of the General Body as and when required.
8. To review the audit report and place the audited accounts before the General Body.
9. To take steps to maintain the common premises and facilities in clean and good condition of repair.
10. To lay down rules and norms, of conduct for the users of the building Complex & premises, with a view to maintain cleanliness, safety, security, privacy and comfort of the residents/occupants.
11. To appoint, suspend, remove or discharge any employees of the Association and fix their duties, remuneration etc.

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12. To award and enter into contracts/purchase orders with various contractors/vendors to whom the Core Committee decides to outsource any of the works pertaining to maintenance including the power to cancel, renew, amend such contracts/purchase orders. The contracts/purchase orders shall be finalized/awarded through single tender/limited tender/quotation route and adequate care shall be taken to ensure these are awarded on fair and equitable basis.
13. To discuss/decide/call for explanation/issue notices to a Member/Nominal Member Suo-Moto or on receipt of a written complaint that the actions of the Member/Nominal Member are in violation of bye-laws.
14. To perform such other functions as are assigned from time to time by the General Body and to exercise such other powers as are necessary to carry out those functions.
15. To do all such acts or things which the Management Committee may consider necessary for the accomplishment of the objectives of the Association.
16. To delegate any of the powers listed above to a Sub Committee nominated from among Members of the Association who shall conform to the instructions and guidelines given to them by the Management Committee. The Sub Committee's action/decision shall invariably be reported to the Management Committee in its next meeting.
17. To maintain proper books of accounts and get the same audited on a yearly basis.
18. To appoint any Legal Adviser / Advocate or any other consultant for rendering services.
19. To represent before any Authorities, Statutory Authorities, Honorable courts, forums, Government etc., in respect of affairs of the Association.
20. To take action against defaulters of maintenance charges to protect the property and amenities of the complex.
21. To deal with the funds of the Association and Corpus Fund as provided in the Bye-laws.
22. To deal with the banks, to open Bank Account, to Operate and close the same.
23. To deposit the corpus fund with any scheduled Bank which best suites the needs of the association.
24. To keep an updated register of Members of the Association.
25. To keep true account of assets and liabilities of the Association.
26. To prepare and lay before the General Body meeting, the annual Income and Expenditure account and audited balance-sheet.

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27. To examine the accounts, sanction contingent and other expenditure and supervise the maintenance of the prescribed registers;
28. To admit new Members
29. To contract loans subject to any restrictions imposed under the bye-laws.
30. To conduct, defend, compromise, refer to arbitration or abandon legal proceedings by or against the association or Management Committee or the officers or employees concerning the affairs of the association through any member or the officer or employee of the Association or any other persons specially authorized in this regard
31. To invest the surplus funds of the Association in accordance with the terms of the bye-laws.
32. To fix and levy the user charges or other charges payable by the members/nominal members for availing any of the facilities/services offered in the club house and in respect of common facilities and also to fix and collect rent / charges from the facility / service providers in the complex including club house
33. To obtain fire / general insurance for the assets of the Association including cash in hand/cash in transit.
34. No Member of the Management Committee shall receive any remuneration for his/her work as its Member;
35. The Management Committee may appoint any persons from the Core Committee or from among the Members of the Association to constitute Sub- Committees such as audit committee, Works Committee club house committee, security and housekeeping committee, landscaping committee, sports committee, cultural activities committee etc. and may delegate to it or any officer of the Association such of its own powers as it may consider desirable and necessary for the better conduct of the affairs of the Association. The Sub-Committees or officers shall in discharge of the functions entrusted to them conform in all respects to these bye- laws and to the instructions given by the Management Committee.
36. All matters discussed or decided at a meeting of the Management Committee are recorded in a proceedings book which shall be signed by the President / Chairman of the meeting and all the Members of Management Committee present.

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18. DUTIES OF THE MANAGEMENT COMMITTEE MEMBERS

Subject to such resolutions as the Management Committee or the General Body may, from time to time pass in this behalf, on taking over of the charge of administration of the CG IRENE residential complex, the office bearers of the Management Committee shall have the following powers:

A. THE PRESIDENT

- The president presides over all the committee meetings and has general control over all the affairs of the association. He/she is the person who can sue with the consent of the general body or defend any legal action against the association on behalf of the association, after taking appropriate legal advice.
- All legal proceedings are instituted and continued or defended by the president. He/she signs all documents and papers relating thereto in the name and on behalf of the association.
- In the absence of the president, for any reason whatsoever, the committee may authorize the Vice President, Secretary or the treasurer to sign all such documents, papers etc for and on behalf of the association.

B. THE VICE PRESIDENT

- The vice President shall take the place of the President and perform his duties whenever the President is absent or unable to act. The Vice President shall assist the President in all acts, deeds and things as may be required for administration of the affairs.

C. THE SECRETARY

- The Secretary shall be responsible for overseeing the day-to-day over all administration of the affairs of the Association
- The Secretary enters into contracts approved or delegated by the core committee
- He/she shall summon / attend all meetings of the Core Committee and the General Body as stipulated in these bye-laws.
- He/She shall instruct, supervise help and guide the Managers / entire staff of the Association /Contractors engaged to implement the decisions of the Management Committee and the General Body.

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- He/She shall prepare the minutes of all the meetings. He shall have charge of such books and papers as the Management Committee/President may direct. He shall be responsible for the implementation of any decision taken by the Management Committee and for the execution of any task that the Management Committee decides.
- He/She shall operate the Association's Bank account jointly with the Treasurer as stipulated under these bye-laws.
- He/She shall act and do all things necessary as directed by the Management Committee from time to time.
- He/She shall sign all purchase orders/contracts and other documents after obtaining due approval of the Core Committee.
- He/She shall maintain correspondence of the Association entrusted to him/her by the Management Committee.
- He/She shall place before the General Body the annual budget, proposals and amendments etc. for consideration.
- He/She shall generally assist the President in discharge of his functions as such.
- He/she shall maintain the membership register of the flat/villa owners. All files relating to the Association and club house, lease agreements of common areas if any, documents connected with the award of contracts shall be in his/her custody.
- He/She shall be the custodian of all the documents, records of the association except the documents/ records under the custody of the treasurer.

D. JOINT SECRETARY

- The Joint Secretary shall take the place of the Secretary and perform his duties whenever the Secretary is absent or unable to act. The joint Secretary shall assist the Secretary in all acts, deeds and things as may be required for administration of the affairs.
- During the absence of Secretary, with the permission of President, The Joint Secretary shall discharge all the functions of Secretary.
- He shall help Secretary to prepare the minutes of all the meetings and in discharging all the functions of Association.

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E. THE TREASURER

- The Treasurer shall be responsible for association funds and securities, and shall maintain books of accounts by keeping full and accurate accounts of all receipts and disbursements of the Association. He/She should make sure that the accounts are to be maintained Properly, supervise monetary, deposits and valuables.
- Issue receipts for the contributions received from the Members / Nominal Members either himself or by Staff as authorized by the Management Committee.
- Do all such things as are required of him/her by the Management Committee or General Body towards the accomplishment of the objects of the Association
- He/She shall operate the Association's Bank account jointly with Secretary as stipulated under the bye-laws.
- He/She shall be authorized to pay all outgoings from the association by way of cheques and where it is not possible to pay by way of cheques, he is empowered to pay the outgoings by way of cash not exceeding Rs. 10,000 (Rupees Ten thousand only) in each transaction and also to maintain sufficient amount in cash. This limit of Rs. 10,000 can be increased by the Management Committee in consultation with the Executive Committee) up to Rs.20,000/= or up to the single transaction limit as prescribed by the government authorities from time to time.
- He/She shall be responsible for depositing all money, other valuable effects in the name and to the credit of the Association in such depositaries as decided by the General Body or Management Committee as the case may be.
- Follow up collections of all dues and maintain correspondence thereof.
- Preparation of budget/ forecasts, managing cash flows, cost estimation etc.
- Maintain all audited reports and submit necessary records, preparation of assets and liabilities

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19. POWERS & DUTIES OF THE CORE COMMITTEE

1. The Core Committee shall have the power to do all such things that are necessary or desirable for the day to day management and administration of the affairs of the Association and the facilities/amenities/common areas within CG IRENE and for furtherance of the objectives of the Association and to take all steps incidental or ancillary thereto.
2. The Core Committee shall lay down the procedure/guidelines for issuance of vehicle passes and take steps to ensure that only those vehicles which are owned/used by residents and which bear the said passes are allowed inside CG IRENE. The Core Committee shall also lay down the procedure/guidelines for entry of visitors and outside vehicles inside CG IRENE.
3. The Core Committee shall lay down the procedure/guidelines for issuance of identity cards to persons employed/engaged by the residents and take steps to ensure that only such persons who carry the said identity cards are allowed inside CG IRENE. The Core Committee may also publish from time to time, the recommended salaries to be paid to maidservants and/or other employees
4. The Management Committee in consultation with Executive Committee shall have the power to levy penalties on members who violate the provisions of these bye-laws despite being notified of the same, at such rates/amounts as may be decided by the Core Committee from time to time
5. The Core Committee shall lay down the procedures/guidelines from time to time for usage of various amenities such as swimming pool, club house, gymnasium, AV room, use of terraces, switching off the lights, AC in the common areas, etc.
6. The Core Committee shall function under the direction of the President. The President shall have the first right to convene and chair meetings of the Core Committee and meetings of Members. The Association shall sue and be sued in the name of the President.
7. The Secretary shall function as the chief executive of the Association, subject to direction and control of the Core Committee. Subject to generality of the aforesaid, the Secretary shall:
 - (i) Exercise supervision and control over employees of the Association;
 - (ii) Sign and file all returns, forms and documents with the Registrar of Societies or any other statutory authority as may be required from time to time in relation to the formation, administration or management of the Association;
 - (iii) Maintain fair and accurate minutes of proceedings of meetings of Management Committee, Core Committee and the members;
 - (iv) Issue notices, circulars and general communication to the Members;
 - (v) Maintain and hold in safe custody the certificate of registration and other statutory records, books and registers with respect to the Association (except the books of account which shall be maintained by the Treasurer);

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- (vi) Convene meetings of the Core Committee Members.

20. MANAGEMENT COMMITTEE & CORE COMMITTEE MEETINGS

The Core Committee shall meet at least once in a calendar month and during such times as may be necessary. The meetings shall be convened by the Secretary (or, in his absence, by the President) by giving at least five days prior notice. In case of urgency, meetings can be convened at shorter notice, provided the same is ratified by simple majority of members present during the said meeting. The personal presence of at least 50% of Members shall be necessary to form a quorum for the meetings. Proxies would not be allowed for meetings of the Core Committee. If the quorum aforesaid is not present within thirty minutes from the time fixed for the meeting, the meeting shall stand adjourned to the same time and venue on the same day of the succeeding week. Such adjourned meeting shall require no quorum and members present therein shall be deemed to form the quorum.

The meetings shall be chaired by the President. In his absence, any Core Committee member elected by those present in the meeting shall officiate as chairman of the said meeting. The chairman shall have casting vote. All decisions of the Core Committee shall be taken by a simple majority of votes of those present and voting at the meeting. The minutes of each Core Committee meeting shall be drawn up to provide a fair and accurate summary of the proceedings thereof and shall be authenticated by the chairman and circulated within seven days of the meeting. The Secretary shall have the right to call any Member(s) to be the special invitee of any meeting of the Core Committee. However, such special invitees can only take part in discussions and would not have the right to vote.

The following table depicts the quorum and majority as required for commencement of the management and core committee meetings and majority required for passing the resolutions & taking decisions.

Item	Management Committee Meeting	Core Committee Meeting/Sub-Committee Meeting
Frequency of meeting	As and when required	Minimum once in a month
Notice Period	3 days	5 days
Quorum	Minimum 80% of the total members of the Management Committee	Minimum 50% of the total members of the Core Committee/Sub-committee
Pass Resolutions/ Decisions	80% majority of members present & voting	Simple majority of members present & voting

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21. RULES OF THE ASSOCIATION

All the members/Nominal members and successors in interest shall be bound by the following rules of the association.

1. All the Members/Nominal Members shall regularly pay all dues including maintenance charges to the Association from time to time on or before due dates and in the event of default of the same, the Association shall initiate all actions as per these bye-laws including disconnection of essential services. Further the Association shall take all legal measures as if it is a debt recoverable from the defaulters.
2. No refuse should be thrown directly into the open areas. The garbage should be properly segregated as "Compostable waste" and "non-compostable waste" at source and deposited in the dedicated dustbins provided so as to enable the collector of Garbage, to dispose-off the same in Corporation dust-bin. No Garbage/dust-bin shall be left outside the flat/villa or in the corridor.
3. All the Members/Nominal Members shall follow the guidelines/procedures as laid down from time to time for various amenities such as swimming pool, club house, gymnasium, AV room, use of terraces, switching off the lights, AC, etc., in the common areas.
4. No burning articles like matches, cigarette butts, etc., should be thrown directly in the open areas, in Elevators or into any of the open areas from the balconies/ corridors/ Terrace.
5. No Advertisements or Posters of any kind shall be pasted in the Elevators or in notice boards or on the Flat/Villas except as authorized by the Management Committee.
6. While washing the flats and watering the plants etc., care should be taken to see that water does not flow out from the balconies affecting the residents on the lower floors, passers-by on the road below, the cars parked and the exterior surface of the building.
7. Hawkers, vegetable vendors, suppliers and such others, except those authorized by the Management Committee, shall not be allowed inside the Flat/Villas Complex.
8. No person shall be allowed for door-to-door sales / demonstration of any kind of solicitation without the written permission of the Management Committee.
9. Product display/demonstrations/exhibitions/sales shall be permitted by the Management Committee at a specified venue and date, on written request from the manufacturer/ sales representatives.
10. Drying or hanging of clothes etc., in the common area including lawns, from the windows, on railings of the balconies or the corridors, is prohibited.
11. No person shall be allowed to stay / sleep in the common areas or in the vehicles during night times

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except under special circumstances for which Management Committee's permission will be necessary.

12. Vehicles shall not be parked by the Members other than in the allotted parking slots and should be parked in a manner without encroaching upon parking slots belonging to other Members and common areas. Outside Vehicles shall be parked only in the places earmarked for visitors parking. A fine of Rs 500/- will be collected from the respective vehicle owner or from the flat/villa Owner/Tenant/Visitor if the vehicle is found to be parked in others parking space, no parking zones such as drive ways, etc.
13. Parking places shall be used only for parking and no articles shall be stored in the parking areas and no washing of vehicles is allowed in parking areas. Parking space should not be used for conducting religious functions, funeral ceremonies, memorial services, distribution of food, etc.
14. Car parking places let out for rent to others residents has to informed to the association in a prescribed form in order to keep track of the vehicles parked within our premises.
15. Firing of crackers or any other articles of fireworks inside the flats/villas, in common corridors, staircases, Elevators etc., is strictly prohibited. Special arrangements to fire crackers during Deepavali / special occasion will be made and all residents and their wards are requested to follow strictly the instructions issued by the Management Committee, every year in this regard.
16. The maximum speed limit for vehicles inside the premises shall be 10 kilometers per hour. Speeding and overtaking of vehicles is strictly prohibited. No horns shall be blown inside the premises. Management may impose the penalties for such violations.
17. Smoking, Consumption and Spitting of Pan, Liquor Consumption in the Corridors / Common Areas, Terrace, Club House, Party Hall, Elevators, Swimming pool, etc., are strictly prohibited.
18. Elevators should not be overloaded. Heavy and oversize articles including household articles such as Washing Machine, Fridge, Furniture, etc., should not be carried in the Elevators and further the Elevators shall be used only for designated purposes. A fine of Rs. 2,000 along with other damages if any will be collected from the respective flat owner/tenant if they violate the aforesaid rules regarding Elevator. The Association also reserves the right to cancel the gate pass provided to such owner/tenant.
19. Drying up clothes/articles in OSRs, lawns, common areas, etc., is strictly prohibited.
20. **Rules regarding Pets:**
 - a) It is mandatory for all pet(s) owners to declare and register the pets with the association
 - b) The owners of the pets shall abide by the Government sanitary bye-laws/regulations.
 - c) Arrangement should be made by the residents to immunize the pets at regular time intervals and

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medical/vaccination certificate from the veterinary doctor has to be submitted to the Association

- d) Pets shall not be left in common areas and always be accompanied by their owners.
 - e) Pets are not allowed to be walked on the lawns and defecate in the common areas. Pets are to be taken to the open space outside the compound for defecation and are not to do the same on the roads/parking spaces / lawns / driveways/common areas of premises. In the event of unavoidable defecation, the same shall be cleaned thoroughly and that patch of area shall be sanitized by the owner.
 - f) Necessary arrangement to keep the pets in crèches/ pet care center in the event of the members and their families are locking the flat for more than 24 hours and no caretakers for the pets are available.
 - g) A fine of Rs. 500 will be collected from the respective pet owner if any of the action(s) is found to be in violation of the aforesaid bye-laws of the community regarding pets. Second time violation will lead to the fine collection (or) cancellation of the association membership of the respective pet (or) both as decided by the association.
- 21. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, TVs, Music Systems and amplifiers that may disturb Neighbors.
 - 22. Every owner shall attend promptly to all the maintenance and repair works within his/her own Unit/Flat/villa. This is purely outside the purview of the association.
 - 23. All the repairs to internal installations of the dwelling shall be at the expense of the Flat/villa Owner concerned.
 - 24. In the event of seepage occurring in one unit/Flat and affecting a flat / unit below or block, the affected party should put in notice to the other owner. Cost of repair and restoration will be borne by the owner of the unit/Flat from which the seepage originates, and such repairs will be completed at the earliest and shall not exceed 30 days. Seepage originating in common areas and is not originating from any flat will be the responsibility of the Association. Seepage in stilt level is to be taken care of by first floor owner.
 - 25. An owner shall reimburse the Association any expenditure incurred in repair or replacement of any common area facility or fittings damaged through his/her fault
 - 26. A Member may rent or lease his/her flat/villa for residential purposes preferably to families only. The tenant and his dependents are required to abide by the bye-laws and rules of the Association. In the interest of security, it will be the responsibility of the owners to ensure that the tenants are carefully

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vetted and to submit prescribed form as per Annexure to these bye-laws duly filled in to the Association.

27. All residents, who want to shift out of the complex are required to obtain "No Due Certificate" and shall obtain an out pass in advance. Such vehicles will not be allowed to enter / exit without in / out pass issued by the Association and vehicles shifting articles shall not be allowed between 6.00 PM and 6.00 AM or during any other time to be notified by the Management Committee. Heavy and oversize articles including household articles such as Washing Machine, Fridge, Furniture, etc., should not be carried in the Elevators.
28. Structural changes within a flat/villa that involves tampering with load bearing walls, removal of load bearing columns, ceiling and beams are strictly prohibited. All wires entering dwelling units will be through designated conduits only
29. Repairs / maintenance works / inside of flats/villa will have to be undertaken between 9.00 AM to 6.00 PM Monday to Saturdays. Sundays & National Holidays are to be observed as work holidays and no such work to be carried during such days.
30. The Association will provide vehicle stickers and ID cards for the residents. Entry of vehicles into the "CG IRENE" complex without stickers will not be permitted. Residents are required to furnish make and model of both two and four wheelers vehicles along with their registration numbers
31. Domestic help / Drivers and other employees should furnish personal details and two passport size photographs to the Secretary for issuing passes at owners' request and the Member/Nominal Member should inform the office of the Association immediately, if such employee ceases to work with the Member/Nominal Member.
32. Residents should check whether their domestic help possesses a valid pass. It is recommended that domestic help should also furnish a no objection letter/feedback from a previous employer if shifting from one flat/villa to another within the complex.
33. No outdoor sports/ games and activities that can damage parked vehicles or Flat/Villa are permitted
34. Residents shall not carry out wood works in front of their Flat/Villa entrance, clutter / deface stairways, Elevators, corridors, balconies, stilt parking and other common areas.
35. No structure temporary or permanent such as wall, iron fencing or barricade of any type shall be erected in the common areas by any Member / resident.
36. Owners having open space area in the flat and planning to erect suns shade/awning are advised to follow guidelines regarding uniformity & color schemes to maintain the elevation and the same shall be done only after the consent of management committee.

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37. No Member/Nominal Member shall rent or lease parking space allotted to him/her in CG IRENE complex to a person not residing in the complex.
38. **Parking:** Vehicles shall be parked by the owners in their designated parking slots only. It has to be ensured by the owners that while parking in their designated parking area, it does not obstruct the movement of vehicle in the driveway for entry & exit unless Tandem Parking allotted to the owner. All efforts should be made to park their vehicles within the boundary of parking slot allotted to them. This is applicable to visitors too. The Management Committee is authorized to clamp the vehicles and collect a fine of Rs. 500/= (Rupees five hundred only) or any other fee as decided by the Management Committee if it is found that vehicles are parked in the slots not allotted or in the no parking areas.
39. A resident shall grant right of entry to his/her dwelling unit to the Facilities Manager or Supervisor or Manager or to any other person authorized by the Management Committee in case of any Emergency. The Management Committee is to ensure safety of premises till it is handed back to the occupant.
40. The access to terrace/ rooftop of all blocks will normally be provided between 6 AM to 9 AM and from 4 PM to 10 PM or as decided by the association from time to time. The access is out of bounds for unassisted children and pets. Terraces shall not be used for storing articles, conducting religious functions, funeral ceremonies, memorial services, distribution of food, etc. No temporary or permanent structures shall be erected/installed in terraces, common areas, etc.
41. Garments, rugs, linen, etc., hung out to dry in the balconies are not to protrude outside the building or on the railings of balcony. Flowerpots and other objects are not to be hung from balcony roof or placed on the parapet walls or Grills or common areas including corridors.
42. All residents are requested to conserve water when using for domestic purposes as well as for car washing. Cars are not allowed to be washed in the car parking areas. Penalty for water wastage shall be Rs. 1000/= if found and ascertained by the management committee.
43. No painting of walls in the Common area and corridors is allowed to protect the aesthetics like color scheme and elevation and overall appearance of the complex
44. No Member / Nominal Member or their representative shall directly interfere, suggest, use the Members of maintenance staff, contractors including security personnel for their personal use
45. Members can avail the services of Plumbing, electrical and other maintenance issues at common places by intimating to the maintenance office.
46. When the Elevators are operated without an attendant and power failures are not un-common, parents and guardians residing in or visiting the building are strongly advised not to allow their minor children below the age of 10 years to use the Elevators without an adult escort.

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47. Every owner or tenant or occupant of a flat/villa is advised to take necessary fire prevention measures and provide fire-fighting devices in the premises occupied by him/her.
48. Every Member/Nominal Member is advised to insure his premises and house-hold goods and valuables against theft, flood, earthquake, fire, etc.,
49. The Association will govern the use the lawns, parks, swimming Pool, children playing area and other common amenities. The Members/Nominal Members will have the priority over their friends and relatives of the Members/Nominal Members in using the above amenities. All Members/Nominal Members and their representatives abide by the rules when using the above amenities.
50. Please refer "Owner's Manual" provided by the builder for the Do's and Don'ts for the various facilities & Installations at CG IRENE and it should be strictly followed by all residents.

22. REGULATIONS ON LETTING-OUT PROPERTY

- a) If a flat/villa owner intends to let out his / her flat/villa to a person on rent or wishes to give it for use to a relative for social obligation, then the flat/villa owner shall intimate in writing to the Association in prescribed format along with identity proof of the said relatives /Tenants duly counter signed by them. In that case, the maintenance charges will be paid by the owner /tenants. However, the ultimate responsibility and liabilities of the tenant or his/her relatives shall rest with the flat/villa owner only.
- b) If a tenant wishes to occupy or vacate the flat/villa, he/she shall give prior intimation to the Association duly counter signed by the owner of the said flat/villa and obtain "No Dues Certificate" and "Gate Pass" from the CGIOWA for the entry / exit of truck/lorry/van engaged by him/her to enter into / leave the main gate of the complex.

23. REGULATIONS ON ENTRY OF VISITORS

In order to ensure security and safety of the residents the following guidelines will be followed:

- a. No stranger with unknown identity will be allowed to enter into the campus.
- b. No salesperson, Couriers and canvasser will be allowed to enter inside the campus without identity. Their belongings may also be searched, if necessary.
- c. Visitors will be allowed to enter the campus with proper identification and confirmation from the residents.
- d. If the resident, whom the Visitor wants to visit, is not available during the time of visit, the Visitor must wait at the Security Office till the confirmation is received from the concerned residents.
- e. Any outside vehicles will be subjected to Security Check at the Main Gate at the time of

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entry and exit.

- f. Each Visitor has to enter the details [Name, Address, Telephone/Mobile No./ E-Mail ID (if available), Purpose of visit, Times of Entry and Exit] along with signature in the Security Register
- g. Visitor vehicles shall be parked only in the places earmarked for visitors parking and the parking pass for this purpose will be issued at the security office at the entrance with a validity of 48 hours, post that the pass has to be renewed at the security office. Visitor vehicle pass will be issued on First come first serve basis as we have limited vehicle parking space(s) within our compound

24. ANNUAL GENERAL BODY MEETING (AGM)

All eligible Members of the Association may participate in an Annual General Body Meeting. Only eligible Members shall be entitled to cast their vote in favor or against or any resolution touching upon the affairs of the Association

Final Authority in all matters relating to the administration of the Association shall vest in the General Body. However, it shall not in the normal course interfere with the powers & responsibilities delegated to the Management Committee. The AGM shall be convened within six months from the end of each financial year. The first AGM shall be convened within six months from the end of the financial year in which the Association is registered. The General Body shall deal the following matters:

1. To review the actions taken to implement the decisions of the last Annual General Body meeting or the last Special General Body Meeting held, if any.
2. To consider and approve the annual report of the Management Committee along with the audited statement of accounts and review the working of the Management Committee.
3. To appoint Auditor and fix their remuneration.
4. To consider the auditor's report and decide on remedial measures, if any.
5. To elect and declare the result of election to the Core Committee, if the election of Members of the Core Committee is due in that year.
6. Any resolution/decision to be taken in the AGM will be by simple majority.
7. To amend the existing bye-laws as and when necessary. Any amendment to these bye-laws shall be considered in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by 2/3rd majority of the members attending the meeting or more than 33% of the

total Members of the association attended for such meeting.

8. To consider any important issue(s) the Management Committee for the decision of the General Body may table that.
9. To approve withdrawal of Corpus Fund in excess of one month maintenance charges and mode of utilization thereof and for such purpose, 2/3rd of the Members present in the General Body Meetings shall vote in favor of such withdrawal and mode of utilization.
10. To prescribe penalties for any breach/breaches of the bye-law or rules made there under committed by any Member/Nominal Member or person connected with him/her.
11. To consider any other matter, excepting that requiring proper notice, with the permission of the chair, after the regular agenda is over.

The Annual General Body meeting of the Association shall be held on or before 15th day of September of each year at CG IRENE and first such meeting shall be held after handing over of the maintenance to the association.

The Management Committee shall decide the date, time and place for all General Body meetings with 21 clear days' notice for AGM, 14 days clear notice for EGM and 7 days clear notice for SGM to all the Members. However, in the case of natural disaster such as flood, etc., the CORE committee is authorized to undertake remedial measures and the same shall be ratified in the forthcoming SGM.

25. EXTRA-ORDINARY GENERAL BODY MEETING (EGM)

All eligible Members of the Association may participate in an Extra-ordinary General Body Meeting. Only eligible Members shall be entitled to cast their vote in favor or against or any resolution touching upon the affairs of the Association.

The Core Committee may at any time, call an Extra-ordinary General Body Meeting (EGM) of the Association under the following conditions with 14 days advance notice (except in cases where special resolution is passed):

- a) When the Core Committee will receive a requisition / complaint in writing through registered e-mail, Registered / Speed Post from the members of the Association, not less than 1/3rd of the total members of the Association.
- b) The EGM can be called only to discuss and to pass resolution on the particular matter of business and no other matter will be taken up for discussion in the same meeting. The resolution must be passed in the Extra-ordinary General Body meeting only after fulfilling the quorum of the General Body Meeting.

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- c) Any resolution/decision to be taken in the EGM will be by simple majority.

26. SPECIAL GENERAL BODY MEETING (SGM)

All eligible Members of the Association may participate in a Special General Body Meeting. Only eligible Members shall be entitled to cast their vote in favor or against or any resolution touching upon the affairs of the Association.

A Special General Body Meeting of the Association may be called at any time at the instance of the Management Committee for any specific and emergency purposes and the meeting so convened shall not transact any business other than that mentioned in the notice of the meeting.

A Special General Body Meeting of the Association may also be called at any time on receipt of a requisition signed by at least 75% of the Members of the Core Committee and sent to the Secretary stating in writing the matter on which deliberations are to be made. The Management Committee shall call for such Special General Body meeting with 7 days' notice from the date of the CORE Committee meeting and is preferably held on public holidays or Sundays. Any resolution/decision to be taken in the SGM will be by simple majority.

27. SPECIAL RESOLUTION

- a) Special resolution means a resolution passed in the Annual/Extra-ordinary/Special General Body meeting with 2/3rd majority of the members who will be present in person or by authorization in the same meeting and voting.
- b) Special resolution is required for the following:
- I. To amend any provision of the bye-laws / Rules and Regulations
 - II. For changing the name of the Association.
 - III. For bringing no confidence motion against the Management Committee or any of its member.
 - IV. For dissolution of the Association.
- c) Notice for the Annual/Extra-ordinary/Special General Body Meeting where it is intended to propose the special resolution, shall be given at least 21 days in advance to all members of the Association through display on notice board or through their respective registered e-mail IDs or information on website as and when launched, before conducting such a meeting, specifying the day, hour, place and objective of the meeting. The notice shall contain a copy of the special resolution proposed to be passed in the meeting.
- d) Any special resolution passed shall be filed with the Registrar of Societies and any other Competent Authority of Tamilnadu Flat/Villa Ownership Act within 30 days for necessary action.

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28. QUORUM FOR THE GENERAL BODY MEETINGS & VOTING

The following table depicts the quorum and majority as required for commencement of the meeting and for passing the resolutions/decisions in the AGM, EGM and SGM.

Description	Annual General Body Meeting (AGM)	Extra-ordinary General Body Meeting (EGM)	Special General Body Meeting (SGM)
Frequency/ Necessity/ Reason	Annual Routine	When the Core Committee receives a requisition/ complaint from at least 1/3 rd of the total members of the Association	Called by the Management Committee for a) specific/emergency purposes or b) when 75% of the core committee members request for SGM
Notice Period	21 Days	14 days	7 days
Quorum	1/3 rd of the total members of the association	1/3 rd of the total members of the association	1/3 rd of the total members of the association
Pass Routine Resolutions/ Decisions	Simple majority (51%)	Simple majority (51%)	Simple majority (51%)
Approve Withdrawal of corpus fund in excess of one month maintenance charges	2/3 rd majority of the members present and voting	2/3 rd majority of the members present and voting	2/3 rd majority of the members present and voting
Pass Special Resolutions	2/3 rd majority of the members present and voting	2/3 rd majority of the members present and voting	2/3 rd majority of the members present and voting

If there is no quorum at the notified time, the meeting will be adjourned by a maximum of two hours and

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then reconvened. When the meeting is re- convened, if the quorum is not achieved, the meeting shall be continued as if the quorum is achieved.

29. AGENDA AND MINUTES OF MEETINGS

The Secretary, in consultation with the President shall draw agenda of all meetings of the Management Committee, Core Committee and General Body. The Secretary, in consultation with the President, shall be responsible to prepare and present the minutes of the meetings of Management Committee & Core Committee before the next Core Committee meeting for confirmation. In case of urgency, the minutes may be confirmed by circulation among Core Committee members. The Management Committee shall finalize and record the minutes of the General Body Meetings within 7 days from the date of the meeting and the Secretary thereof will display a copy in the notice boards of community. Such minutes of all proceeding of the General Body Meetings as well as of Management Committee/Core Committee meetings shall be entered/recorded in the books/files kept for that purpose by secretary.

30. REGISTERS AND RECORDS

The following registers and papers shall be maintained and shall be open to the inspection by any Member only during the office hours after obtaining the permission of the Management Committee:

- a) Registration Certificate of the Association/Complex
- b) Membership Register - A register of Members, showing the name, address and occupation of every Member, the date of admission as Member, date of termination of Membership and signatures.
- c) Books of Accounts maintained by the Association such as Cash Books, Ledgers, and Receipt Books
- d) Contractors / Vendors agreements and other contracts including register of renewals of different contract agreements, Quotation / tender register(s)
- e) A Minutes book/file.
- f) All the records including Books of Accounts, Minutes Book, Agreement, approvals, licenses, permissions etc. will always be secured in the registered office of the Association.
- g) Any other records as may be considered essential / necessary by the Association
- h) The weeding of the audited records is to be done after every five years except the Cash Books and Receipt Books which are to be kept for ten years subject to exceptions as the law of land warrants. The documents that are needed for longer period due to court case(s) will be preserved carefully.
- i) Attempts, however, will be made to preserve the scanned images of all important documents in proper storage media (DVDs, portable Hard Disk etc.).

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The Secretary and the Management Committee will be responsible for preparation and filing of any statement s/ returns as specified in the Act and Rules

31. ASSOCIATION FINANCE

The accounting year of the Association shall commence from 1st April and end on the 31st March. However, the first accounting year will end on 31st March of the Financial Year in which the developer hands over the maintenance to the First / Management Committee. The accounts of the Association shall be drawn up at the end of each financial year and shall be audited by the Association's auditor.

The audited accounts shall be submitted for approval of Members in the AGM, within 6 months from the end of each financial year. The Secretary and Treasurer shall jointly provide to Members at the AGM, explanations on any qualifications provided in the audit report. The following documents shall be submitted for Members' approval in AGM:

- i. Income and Expenditure Account as compared to the previous financial years (as applicable);
- ii. Summary of properties together with assets & liabilities;
- iii. Provisional budget statement for the next financial year; and
- iv. List of Members, with details of outstanding dues and names & addresses of defaulters.

Each Member shall be entitled to receive a soft copy of the audited accounts free of cost. The Members thereof shall also keep a copy at the office of the Association for inspection during business hours of the Association.

A copy of the audited accounts shall be filed with the concerned authority as required under the Act and the Rules. Each audited accounts shall be accompanied by a complete list of Members of the Association. Details of amounts outstanding from Members as at the end of the said financial year along with the names and addresses of the defaulting Members shall be attached to the accounts.

32. SOURCES OF FUNDS

Capital, Funds & Income of the Association shall be comprised of:

- A. **Corpus Fund:** All the Purchasers / Members shall pay such sum as CORPUS fund as fixed by the association. The Management Committee shall be authorized to take over the said Corpus Fund amount from the Builder if any and also collect corpus funds from members. The same shall be kept in fixed Deposit / Secured Bonds earning maximum interest with any scheduled Bank and the same shall be treated as a Corpus fund of the Association. Reserve fund/Emergency fund shall be collected from the Members as and when required.
- B. **Raising of Funds:** The funds of the Association shall be raised in the following ways:

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- i. By contribution from Members/Nominal Members towards management and maintenance of the common premises and facilities at the rates decided upon by the Management Committee from time to time.
- ii. Donations and grants for specific purposes contributed by Members
- iii. Contributions towards the maintenance of roads, drains water sources, parks and other common amenities
- iv. Income from lease-hold rights of common facilities and amenities.
- v. Interest on fixed deposit / Bonds of corpus fund or any other surplus.
- vi. Amounts collected towards transfer fee on resale of flat/ Villa.
- vii. By any other mode as may be decided from time to time by the Management Committee/General Body for implementation of aims and objects.
- viii. Revenue from any commercial activity organized by the association
- ix. Other charges collected from Members.

33. UTILIZATION OF FUNDS

The funds raised by the Association shall be utilized towards all the expenses incurred by the association towards maintenance of common areas, amenities and facilities. This shall also include payment of salaries to the staff employed for the performance of various functions on a regular/ casual / contract basis for administration of maintenance, salaries/charges for providing watch and ward staff and payments to all the contractors to whom the various activities are outsourced by the Association, expenses towards printing, stationery, postage, audit fee, legal fee, water charges, electricity charges and pest control services for common areas and any other charges as approved by the Core Committee/General Body from time to time. The funds of the Association shall be spent only towards the accomplishment of the aims and objects of the Association and no portion thereof, other than eligible refunds, shall be paid or transferred directly or indirectly to any of its Members/Nominal Members through any means.

The Corpus fund lying with association shall always remain in Fixed deposit/any other long term deposit / Bonds in any of the scheduled Banks and the interest earned / generated on the same from time to time shall be deposited in recurring deposit/ any other deposit. All such interest shall be utilized only for the purpose of meeting long term expenditure / for replacement of Capital Items such as generators, Elevators, Motors, water pumps, common lawns and landscaping, plants, gates, laying of roads, flooring, storm water drain, rain water harvesting, pipelines, sewerage lines, coloring, painting of exterior of the building, corridors and common areas etc. If at any point of time such interest generated / earned on the Corpus Fund is not sufficient to meet such expenditure, the residue/deficit required shall be contributed by all the owner/occupants in the Complex in the same proportion in which they contribute the maintenance

charges or as may be fixed from time to time.

Withdrawal from Corpus Fund up to a maximum of one month's maintenance charges is permitted with the approval of the Core Committee for meeting any unforeseen exigencies and to meet any shortage in the monthly maintenance amount (for the whole complex). The same has to be repaid to the Corpus account within one month from the date of such withdrawal.

The funds of the Association when not utilized for the purpose mentioned under these bye-laws may be deposited as fixed deposit/any other deposit with any scheduled bank/s for appropriate period to be decided by the Management Committee. Such deposits together with the interest accrued, shall be utilized only for the betterment and maintenance of the Flat/Villas, common areas etc. The Association is not entitled to put the corpus fund or any other surplus / funds in any instruments of speculation in nature.

34. QUANTUM OF CONTRIBUTION (MAINTANENCE CHARGES)

The rate at which each Member/Nominal Member is required to contribute towards management and maintenance of the common premises and facilities i.e. maintenance charges shall be decided by the Management Committee based on a hybrid model (*Flat fixed rate for each unit based on the size & the remaining cost be allocated on sq foot basis*) after consultation with the Executive Committee from time to time. The maintenance charges will be collected in advance for a period/term as decided by the Management Committee and approved in the AGM. If maintenance charges are paid on annual basis, an incentive of 2% deduction from the total amount will be provided. However, this deduction/rebate percentage may be revised from time to time at the discretion of the Management Committee.

The contributions as notified by the association in the Notice Boards of the complex shall be paid in advance on or before the 10th day of the month in which the payment is due. For any delayed payment, interest at prevailing average bank rate per month or at any such rates as may be decided by the Managing Committee from time to time shall be charged extra.

It is the joint and several responsibilities of the owners of the Flats/Villas as well as Nominal Members who are in actual occupancy of the flats/villas to pay the maintenance charges within the due dates

In case of default in payment of the contribution and other dues, continuously for a period of 2 terms (as fixed earlier by MC) together with interest, the Management Committee shall, after due notice of not less than seven days, for just and sufficient cause, cut off, withhold or in any manner curtail or reduce any supplies or essential services like supply of Electricity, water, conservancy of sanitary service etc., enjoyed by flat/villa owner / Member / Nominal Member and the said arrears shall be recoverable as if the same is a debt recoverable in law from the Members / Nominal Members. Further such defaulted Member shall not be entitled to use any common facilities.

The Association shall have a right on the flats/villas in the complex as a security for recovery of any arrears from any Members towards payment of maintenance charges or other payments due to the Association

The Management Committee may keep the list of defaulters along with amount due in the notice board and / or circulate the same to the Members.

All amounts payable to the association shall be paid ~~only~~ by way of Cheques, Pay Orders, Demand Drafts,

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Credit / Debit cards, Electronic payment and Standing Instructions like ECS drawn in favor of "CG IRENE Owners Welfare Association" or through any other mode as may be decided by the Management Committee from time to time.

35. AUDIT OF ACCOUNTS

The Management Committee shall get the accounts audited by a Chartered Accountant within 5 months of the end of the financial year i.e. by August of each year, so that the same could be presented to the Association Annual General Body meeting

A Chartered Accountant shall be appointed as an "Auditor" at the General Body Meeting to audit the accounts of the Association, at a remuneration to be fixed by the Core Committee and ratified by the General Body of the Association.

The Auditor shall be entitled to call for, and examine any papers or documents belonging to the Association and shall make a special report to the Association upon any matter connected with the accounts which appears to him /her to serve notice.

36. OPERATION OF BANK ACCOUNTS(S) OF THE ASSOCIATION

- a) The President or Secretary Jointly with Treasurer shall be authorized and empowered to open the Bank accounts of the Association as per the decision taken by the Management Committee.
- b) The President or Secretary Jointly with Treasurer shall be authorized and empowered to operate the Bank accounts of the Association including Power to withdraw cash or issue Cheques, Obtain Pay Orders.
- c) Withdrawal of cash from the bank accounts per day shall not exceed an amount of Rs.10,000/- (Rupees Ten Thousand only). At any point of time cash in hand should not exceed Rs.10,000/- (Rupees Ten Thousand only) unless there are any payments which requires to be made only cash. This limit of Rs.10,000 can be increased by the Management Committee in consultation with the Executive Committee) up to Rs.20,000/= or up to the single transaction limit prescribed by the government authorities from time to time.
- d) All cash receipts, if any, shall be deposited in the bank latest by the next day of collection.
- e) In the event of any defaults committed by the Members of the Management Committee including any misappropriation, they are subject to disciplinary proceedings and legal actions as per the laws of the land.

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37. AMENDMENT TO BYE-LAWS

The Association in a duly constituted meeting of the General Body may amend the bye-laws. No amendment shall take effect unless approved by 2/3rd of the members present and voting in the meeting. It shall also be notified to the Registrar of Societies immediately

38. DISSOLUTION OF ASSOCIATION

The Association may by special resolution, determine that it shall be dissolved and thereupon it shall stand dissolved forthwith. The Association shall stand dissolved as per the procedures laid down in Sections 41 and 42 of the Tamilnadu Societies Registration Act 27 of 1975, as amended from time to time and the Tamilnadu Flat/Villa Ownership Act of 1994. If upon dissolution and after satisfaction of all the debts and liabilities of the Association, assets, if any, remaining in its name shall not be distributed to the members but shall be passed on to another registered body, having the same or similar objectives, as may be determined by the Association. Any other matter, not specifically stated herein, the provisions of the various sections of the Tamil Nadu Societies Registration Act, 1975 and the Rules framed there under should apply.

39. SEAL OF THE ASSOCIATION

The Association shall have a common seal and common letter pad in its name and style, which shall remain in the custody of the Secretary. The Seal shall be affixed only under the authority of a specific resolution of the Core committee in a Deed or any legal documents by the president / secretary however any other documents such as NOC, attestation correspondences regarding CGIOWA etc. requiring such seal shall be used under the signature of the management committee

40. COMMUNICATION VIA SOCIAL MEDIA

CGIOWA shall have authorized groups in Social Media apps viz., Telegram, Whatsapp, or any other apps for exchanging information on CGIOWA matters in social media which include the social media apps or other message exchanging utilities available for use in future also. These mediums of exchanges cannot be used for propaganda of false information and personally accusing anybody. Using abusive language or discussing anti-religious or expressing opinion on religious matters or using the media for hurting and intruding in privacy of individuals are completely prohibited. CGIOWA has the right and power to take action against any person under relevant provisions of information Technology Act or any other applicable law of the land, if any person uses the Social media for acting against the objectives of the CGIOWA. CGIOWA cannot be held responsible for any matters expressed violating laws and the person posting such matters alone can be held responsible for such acts

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41. INSURANCE

Without prejudice to the right of each flat/villa owner to insure his Flat/Villa for his benefit, the Association shall insure the common areas and facilities against fire, flood, cyclone and other acts of God under such terms as may be decided by the Management Committee. The policy of insurance shall be written in the name of the Association as trustee for each of the flat/villa owner in the percentage of undivided interest in the land as specified in the Sale Deed. The premium payable under such policy of insurance shall be charged to the common expenses

42. JOINT CELEBRATIONS OF FESTIVALS IN THE COMPLEX

Bye-laws provide and encourage for all joint celebrations and festivals without religion bias to bring about communal harmony and peaceful co-existence for residents. Association may support and form sub committees for these celebrations and the necessary funds may be contributed by all residents and all expenses will be transparently accounted by the Task Committee and publish the same for resident's perusal. If for such festivities the common areas are required to be used the same shall require approval of CGIOWA. The strengthening of camaraderie in CGIOWA will be the basis of such joint Celebrations and festivities

43. ADVISORY COMMITTEE

Maximum five eminent persons (Central Government Officers / Doctors / Engineers / Scientists / Technicians / Lawyer / past president/ Secretary/ any other competent persons etc.) from the members of the Association of CG IRENE may be nominated by the Core Committee members as the advisors to the CGIOWA to render advisory/ consultancy services voluntarily at free of cost as and when required by the Core Committee. They will assume their charges for at least for a period of one year. Members of this committee will not hold voting rights in the Core Committee meetings/proceedings.

44. INCONSISTENCY CLAUSE

In the event of any discrepancies and inconsistencies amongst the various clauses of this bye-laws document, the decision/interpretation of the Management Committee as regards to the correct one shall be final and shall prevail.

45. COMPLIANCE OF THE BYELAWS

These bye-laws are set forth to comply with the requirements of the Tamilnadu Flat/Villa Ownership Act, 1994 & Tamilnadu Societies Registration Act of 1975. In case of any inconsistency between these bye-laws and the provisions of the said Acts, the provisions of the Tamilnadu Flat/Villa Ownership Act will prevail

---END OF BYE-LAWS---

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FORM NO.II

(See Rule 8 of the Tamil Nadu Societies Registration Rules, 1978)

CERTIFICATE OF REGISTRATION UNDER SECTION 10

OF THE TAMIL NADU SOCIETIES REGISTRATION

ACT,1975 (TAMIL NADU ACT 27 OF 1975)

CERTIFICATE OF REGISTRATION OF SOCIETIES

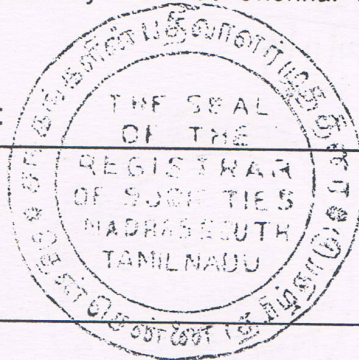
Sl. No. SRG/Chennai South/524/2019

I hereby certify that **CASAGRAND IRENE OWNERS WELFARE ASSOCIATION** has this day been registered under the Tamil Nadu Societies Registration Act,1975 (Tamil Nadu Act 27 of 1975).

Given under my hand at Chennai South this 14th day of November, 2019

Seal :

Station :



Signature of the Registrar

சங்கரவரணன் பதிவாளர்
14/11/19 தென்சென்னை

User name - ChennaiSouth_SR_5242019

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Page Correction : NIL



1st Page Correction : NIL

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Total Page Correction : NIL

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REGISTRAR OF SOCIETY
CHENNAI SOUTH

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