

CASAGRANT MIRO OWNERS WELFARE ASSOCIATION

(CGMOWA).

BY-LAWS OF THE ASSOCIATION

(Registered under the Tamil Nadu Apartment Ownership Act, 1994)

Registration No. - -----

1. PRELIMINARY:

These By-Laws, Rules & Regulations shall form part of the Memorandum of the Association & shall apply to all the members of the Association, Residents & Occupants of the Flat premises and other structures in manner situated in the building premises known as CASAGRANT MIRO Apartments at Casagrnt Miro, Vandalur-Wallajabad Road, Urapakkam Link Road, Varadharajapuram Village, Mannivakkam, Kancheepuram Dist, Tamil Nadu, Pin code 600-048 hereinafter called the “Complex”. All the present and future owners of the flats in the complex, their authorized agents, occupants thereof, the present and future tenants in occupation of the flats in the complex, the employees, servants of the residence of the flats in the complex and all other persons who might visit as guests, use or repair the facilities in the complex, in any manner whatsoever, are subject to this by – laws, rules and regulations set forth herein and to the future amendments and modifications there to, made from time to time, and shall be strictly adhered to by them. Notwithstanding the fact whether a person is a member of the Association or not, these By-Laws, rules and regulations shall apply to all the residents in occupation of the flats and premises in the complex, without any exception and all are bound by them. Mere acquisition of ownership or rental or taking possession of any of the apartments in the complex or portion thereof or mere act of occupation of any of the said apartments in any manner will signify that these By-Laws, rules and regulations are agreed to and binding on them and will be complied with, by the concerned persons. As a matter of necessity and uniformity amongst the occupiers of the flat premises and as per custom and usage prevalent in building complex consisting of multi storied flats, everyone in occupation in the complex shall be subject to these By-Laws, rules, regulations and guidelines framed by the Association and nobody can disassociate from adherence to them or claim exemption to any or all the provisions contained herein.

2. SUBJECT MATTER OF THE BY-LAWS:

2.1. The Name of the Association:

CASAGRANT MIRO OWNERS WELFARE ASSOCIATION Abbreviated as CGMOWA

2.2. Address of the Registered Office of the Association:

CASAGRANT MIRO, Vandalur-Wallajabad Road, Urupakkam Link Road, Varadharajapuram Village, Mannivakkam, Kancheepuram Dist, Tamil Nadu Pin code- 600 048.

2.3. Registrar Of the District Within Whose Jurisdiction the Association is Situated:

District Registrar within the Registration District of South Chennai.

2.4. Business Hours of the Association Office:

The Association Office would work for predefined hours as set by the Core Committee.

3. DEFINITIONS:

In these By-laws, rules and regulations, unless context otherwise requires

3.1. **“Complex”** means the building known as Casagrand MIRO, Vandalur Wallajabad Road, Urupakkam Link Road, Varadharajapuram Village, Mannivakkam, Kancheepuram Dist, Tamil Nadu, Pincode 600 048. 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 and erected in the above premises including the open space in and around the buildings in the premises.

3.2. **“Association”** means the association constituted by all the members who are apartment Owners for the purpose of management and maintenance of Flats/apartments, buildings, installations, premises and protect the interest of its Members which shall be collectively called as “CASAGRANT MIRO OWNERSWELFARE ASSOCIATION” abbreviated as CGMOWA.

3.3. **“Owner”** means any person who legally owns a Flat/apartment in the complex CASAGRANT MIRO as evidenced through a registered deed of Titles.

3.4. **“Member”** means a member of the association who is an Owner of a Flat/apartment in the Complex and whose name has been included in the Register of members as

maintained by the Association. If the apartment has been purchased jointly by two or more persons, they shall be Joint Owners and by default the First person appearing in the Registered Title deeds shall act as a member or the next person as appearing in the said deed duly authorised and intimated in writing to the Association by the First joint owner shall act as member for the purpose of the affairs of the Association and for the entitlement to Vote.

- 3.5. **“Nominal Member”** means any person other than the “Member” who rightfully is in possession of the Flat/apartment wherein the member of the Flat/Apartment do not reside ordinarily in the Complex but does not hold the title of flat/apartment individually or jointly and admitted to Membership as such after registration with Association. Nominal members include Tenants, Sublette’s, Lessee, licensed/authorised caretakers (such as Power of attorney holders, agents of any form & nature) etc. A nominal member only has the right to occupy the Flat/apartment and reside in the complex by following the by-laws of the association, but they do not have any rights/privileges attached to a member for the purpose of affairs of the association (Right to Vote, right to nominate/second for election, right to enrol/participate in Association elections, right to attend GB Meeting etc.).
- 3.6. **“Tenant”** means a person by whom or on whose account or behalf the rent of any premises is, for a contract express or implied, would be payable for any premises and includes any person occupying the premises as a sub-tenant and also, any person continuing in possession after the termination of his tenancy but shall not include any person against whom any order or decree for eviction has been made.
- 3.7. **“Resident”** means any person who ordinarily lives in a flat/ apartment in the complex CASAGRAND MIRO either short-term or on a long-term basis.
- 3.8. **“Simple Majority/Majority”** means members present in the meeting and voting having 51% of the votes.
- 3.9. **“General Body” or “GB”** means the assembly of all members on the Register of the Association.
- 3.10. **“Management Committee”(MC)** means, a committee of members elected for governing the complex on behalf of the Association and designated as President, Vice-President, Secretary, Treasurer, Joint Secretary (ies).

- 3.11. **“Executive Committee”(EC)** means a committee of members elected or nominated to represent each of the ten Blocks for governing the Complex on behalf of the association.
- 3.12. **“Core Committee” (CC)** means all the members from Management committee and Executive Committee.
- 3.13. **“President”** means a member duly elected as such by general body in accordance with Byelaws.
- 3.14. **“Vice President”** means a member duly elected as such by the general body in accordance with Byelaws.
- 3.15. **“Secretary”** means a member duly elected as such by the general body in accordance with Byelaws.
- 3.16. **“Joint Secretary”** means a member duly elected as such by the general body in accordance with Byelaws.
- 3.17. **“Treasurer”** means a member duly elected as such by the general body in accordance with Byelaws.
- 3.18. **“Advisory Committee(es)”** means a committee formed by CC to support the Core Committee or Management Committee in respect of specific objectives set and would include subject matter experts appointed by the Core Committee.
- 3.19. **“Financial year”** means the accounting year of the Association, which shall be from 01st April of a particular year to 31st March of the year following that.
- 3.20. **“Reserve Fund”** shall mean the fund accumulated from the surplus of the association, which is indivisible and not creditable to members and maintained for the purpose of unforeseen event/loss to the association.
- 3.21. **“Act and Rules”** wherever they occur shall respectively mean “The Tamil Nadu Apartment Ownership act 1994, “The Tamil Nadu Societies Registration Act, 1975”, and rules formulate under the afore said acts as amended from time to time.
- 3.22. **“Maintenance Charges”** means an amount liable to be paid by each member on periodical basis towards the maintenance of the common area and facilities of the complex including parking areas, which is, approved through in the General body on the recommendation by the Core Committee.

- 3.23. **“NOC”** means the “No objection Certificate” which the members and nominal members may have to obtain from the Association.
- 3.24. **“Notice Board”** means a board which shall be fixed outside the wall of the Association’s office premises and at appropriate places in the stilt/basements of each block and in websites owned and operated by the Association exclusively for the bona fide members of CGMOWA, for the members to have a notice of any information displayed.
- 3.25. **“Pet”** means any domestic animal /birds/creature, like cats, dogs, Parrots, Love birds, doves, pigeon, horse, cow, buffalo, goat, sheep etc., which the member likes to possess and maintain under his supervision within his/her flat.
- 3.26. **“Place”** means place or venue of the meeting which shall be decided by the members of the Committee.
- 3.27. **“Builder/Developer”** shall refer to M/s. CASAGRAND Builder Private Ltd.
- 3.28. **“Corpus fund”**: Corpus Fund is defined as a non-refundable capital fund that is collected from the registered owners of the apartments in the complex and maintained by the Association.
- 3.29. **“Parking Area”** means the space either open or covered within the complex earmarked by it for parking of vehicles including two wheelers and includes a covered/open/tandem car parking area owned by a member.
- 3.30. **“Blocks”** means the 10 Apartment Blocks , namely, A, B, C, D, E, F, G, H, J, K and the Club house block
- 3.31. **“Common Area and facilities”** mean and shall includes
- 3.31.1. The land on which the Complex is situated and all easements, rights and land appurtenance to the building.
- 3.31.2. The Foundation, columns, girders, beams support, main walls, roofs, terrace, halls, corridors, lobbies, stairs, stairways, fire escapes, pools, gyms, drive ways, Bore-wells, sumps, drains, entrances and exits of the building.
- 3.31.3. The basements, compound walls, Gangways, Parking access aisles, cellars, yards, gardens, parking areas (excluding those parking areas paid for by owners for their exclusive use) and storage spaces.

- 3.31.4. The premises and area used by the Association and the persons employed by the Association.
- 3.31.5. The areas of installation where generators, EB transformers, EB meter units, solar panels, lights, intercom, cables, hot and cold water, heating, air conditioning, sewage treatment plants, water treatment plant and any other equipment is installed or is to be installed in future for common use.
- 3.31.6. Elevators, Tanks, sumps, pumps, motors, fans, compressors, ducts, , rainwater harvesting pits, Sewage Treatment Plant (STP), Water Treatment Plant (WTP) and in general all apparatus and installations existing for common use.
- 3.31.7. The Club house, all Terrace, Common rest place for servants and all other amenities that are in its entirety with the equipment and other infrastructure.
- 3.31.8. Entrance, Swimming pool, Garden, podium, park and other open area within the complex.
- 3.31.9. All other parts of the properties necessary or convenient to its existence, maintenance and safety or normally in common use.
- 3.32. **“Earmarked Fund”** shall mean the fund accumulated/credited from the specific contributions/subscriptions made by members, which is to be applied only for the purpose/objectives for which it is earmarked. The purpose/objectives of the fund can be changed with special resolution at General Body meeting.
- 3.33. **“Stationery”** means and includes all the papers, forms, note books, books of accounts, registers, minute book, ledgers, printer toners, printer cartridges, USB pen drives, hard drives SSD drives, and their printings etc.,
- 3.34. **“Prescribed Form”** means the form prescribed by the Association and detail in the Annexure hereto.
- 3.35. Any other phrases or words containing in memorandum not specifically defined as described in the general clause of act or as defined by the Core Committee.

Note: - In these By-Laws, rules and regulations, the words used in masculine gender and in singular characters shall, wherever the context requires, mean the plural character and the other genders respectively (person includes an individual, an Undivided Hindu Family, affirm, a company or an association or a body of individuals whether incorporated or not.

4. OBJECTIVES OF THE ASSOCIATION:

The objectives of the Association are those mentioned in the **Memorandum of Association** and furtherance to the objectives of the Association the following:

- 4.1 To take charge of all open space, common and other utilities and facilities existing and to be made hereafter for and on behalf of the Owner Members of the Association, who have legal undivided share ownership of the vacant land appurtenant in the building named “CASAGRAND MIRO” located at Vandalur Wallajabad Road, Urapakkam Link Road, Varadharajapuram Village, Mannivakkam, Kancheepuram Dist, Tamil Nadu, Pin code 600 048.
- 4.2 To look after general welfare and needs of the owners of the various flat’s apartments comprised in the complex, their authorized representatives and residents living in the complex.
- 4.3 To provide necessary security arrangements in the complex, maintenance, repairs and replacements of all or any of the machinery, equipment and other articles attached within the common areas and facilities of the complex.
- 4.4 To ensure provision of other facilities for peaceful and convenient living in the complex by the residents.
- 4.5 To promote harmony and welfare of the members and residents.
- 4.6 To provide means of social interaction among the members, to hold and arrange conventions and meetings for discussion on matters of common interest of the members of the Association.
- 4.7 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 apartments in the complex.
- 4.8 To assist in getting technical and other services relating to matters common in nature concerning the apartments in the complex.

- 4.9 To take up such matters as are necessary and just and to appear or represent the Association / its members before the Government, the Corporation, the Electricity Board / TANGEDCO any other person/ organization before the Courts of law, Judicial, Quasi-judicial and other statutory bodies, tribunals on various matters concerning the interest of the Association / its members including safe guarding properties in the complex and other properties that may be acquired in future and take such steps as that are necessary in this regard.
- 4.10 To organize and conduct either on its own or in collaboration with other organizations in the activities of social, cultural, educational, sports, games, musical and any recreational activities for the benefit of the members and residents.
- 4.11 To raise funds by ways of subscription, contributions and donations from members and others towards the objectives of the Association.
- 4.12 To create additional common facilities as necessitated in future in accordance with byelaws.
- 4.13 Generally, no commercial activities shall be allowed in the complex. General body can approve activities that is incidental to attainment of objectives of the association that shall be implemented
- 4.14 The Association is not a political organisation and shall not be affiliated to any political party/parties.
- 4.15. To do all acts and things that are incidental, consequential and conducive to the attainment of the above-mentioned objects and all other matters of common interest, which may arise from time to time, not specifically provided for or mention in these presence and relative to the needs and welfare of the Members of the association and others living in the complex.

5. NAME OF THE PERSON OR OFFICER, IF ANY AUTHORISED TO SUE OR TO BE SUED ON BEHALF OF THE ASSOCIATION.

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. It is 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 bona fide actions taken by them towards the larger interest of CGMOWA as laid out in the Memorandum and the by-laws of the Association. All such representations shall have the consensus of Core Committee.

6. MEMBERSHIP & ENROLMENT

The Association shall have the following categories of members: -

(i) Members

(ii) Nominal members

6.1 ENROLMENT OF MEMBERS:

- 6.1.1 CASAGRAND MIRO OWNERS WELFARE ASSOCIATION (CGMOWA) –The Legal owner of every flat/apartment in CASAGRAND MIRO located at Vandalur Wallajabad Road, Urakkam Link Road, Varadharajapuram Village, Mannivakkam, Kancheepuram Dist, Tamil Nadu, Pin code 600 048, shall become the members of the CASAGRANDMIRO OWNERS WELFARE ASSOCIATION, located at Casagrand Miro, Vandalur Wallajabad Road, Urakkam Link Road, Varadharajapuram Village, Mannivakkam, Kancheepuram Dist, Tamil Nadu, Pin code 600 048.
- 6.1.2 The total number of Membership of CGMOWA shall not exceed the number corresponding to the total number of flats in CASAGRAND MIRO located at Vandalur Wallajabad Road, Urakkam Link Road, Varadharajapuram Village, Mannivakkam, Kancheepuram Dist, Tamil Nadu, Pin code 600 048.
- 6.1.3 Each member shall have ONE voting right only.
- 6.1.4 A member who is unable to personally cast his vote and who wishes to authorise his/her proxy to cast the vote on his/her behalf, can do so and the President/ Secretary will verify the authenticity of such proxy at every meeting.
- 6.1.5 All owners owning a flat in the complex shall register their membership by filing an application in the prescribed form to the Secretary with proof of ownership. Every member shall pay a one-time Non-refundable application cum membership fee of Rs.1000/- (Rupees one Thousand only) or any other registration fee recommended by the Core Committee and approved by General Body from time to time.

- 6.1.6 The applications for membership shall be approved by Management Committee in their meeting verifying the requirements and completeness of the applications and shall be communicated to members. Rejections, if any, to be brought to the notice of Core Committee in the meeting.
- 6.1.7 Upon any Owner selling his/her/their Apartment, or absolutely conveying the same by way of gift, or otherwise, the Purchaser, or recipient shall, become a Member of the Association with same right and privileges as the previous Owner provided the seller has paid the Transfer Fee of Rs. 100 (One Hundred Only) and all other dues and obtained a ‘No Dues Certificate’ from the Association. The “Corpus Fund” lying in the account of seller shall be transferred to the new member. Any short fall in the “Corpus Fund” that may arise because of transfers as confirmed by the Association has to be made up by the new Member.
- 6.1.8 On the death of an Owner, his/her/their Apartment shall be transferred to the person, or persons, to whom bequeathed, or to the legal successor in case no bequeathment has been made. The Legatee, or the Successor shall, on satisfactory completion of legal formalities, if any shall become a Member of the Association, with the same rights and privileges as the previous Owner following the due registration process of the Association. No Transfer Fee needs be paid, and the “Corpus Fund” paid by the deceased Member shall stand transferred to the Successor.
- 6.1.9 Non-Resident owners have to update their present address and contact details every year (To be updated in the month of April)
- 6.1.10 Any member intending to sell his apartment shall notify the Association in the prescribed form as per Annexure
- 6.1.11 Each member will be given a soft copy of the By-Laws on registration. Each Owner/Resident/Tenant shall also can get a hard copy of the same on payment Rs.100/- per copy.
- 6.1.12 Every member who intends to let out the flat shall inform the name of tenant to the association. It shall always be the responsibility of the owner concerned to keep the Association informed about the change of occupancy of his flat if it is not occupied by the owner himself. Valid Govt. ID Proof (Preferably AADHAR) of the tenants to be

submitted to the association. Any lease or rental agreement signed may also be provided.

6.2 **ENROLMENT OF NOMINAL MEMBERS**

6.2.1 Every nominal member who intends to occupy the flat shall file with the association disclosing the flat number; names of persons etc. as required in the application form.

6.2.2 It shall always be the responsibility of owner concerned to inform the Association about the change of occupancy of his/her flat if it is not occupied by the owner himself.

6.2.3 All Nominal Members in the complex shall register their membership by filing an application in the prescribed form to the Secretary. Every Nominal Member shall pay a one-time non-refundable application cum registration fee of **Rs.300/-** (Rupees Three Hundred only) or any other registration fee recommended by the Core Committee.

6.2.4 The applications for membership shall be approved by Management Committee in their meeting verifying the requirements and completeness of the applications and shall be communicated to the members. Rejections, if any, to be brought to the notice of Core Committee in the meeting.

6.2.5 Nominal Members will not be allowed to have any interest in the management of the Association including right to vote unless specifically authorised as a Proxy or contest in elections or participate in the general body meetings of the Association.

6.2.6 Each member will be given a soft copy of the by-laws on registration. Each Nominal member shall get a hard copy of the same on payment Rs.100/- per copy.

6.2.7 Every nominal member shall be bound by these by-laws, rules and regulations framed by the Association.

7. RIGHTS OF MEMBERS

7.1 **VOTING RIGHTS**

7.1.1 A Member shall be entitled to ONE VOTE, as per the number of flats owned by him (one vote per flat).

7.1.2 For removal of doubts, it is hereby clarified that while an Authorised proxy can vote, he is not entitled to speak or participate in any discussion in a General Body Meeting.

The Proxy can be a silent observer in the General Body meeting. The Convener of the AGM/EGM/SGM will verify the authenticity of such proxy.

- 7.1.3 Voting shall be through either Secret Ballot and/or e Voting and/or show of hands.

7.2 **OTHER RIGHTS OF MEMBERS**

- 7.2.1. Right to receive notice of general body meetings as per by-laws of the Association.

- 7.2.2. Right to attend and take active part in the proceedings of the General Body Meetings.

- 7.2.3. Take part in elections and contest for any post as per provision of the By-laws and Rules of the Association.

- 7.2.4. Right to know the particulars of the registered members during the office hours from the Association.

- 7.2.5. Right to receive a copy of Memorandum of Association, By-Laws, Rules and Regulations, guidelines prescribed by the association upon of registration of the membership. Any additional copies shall be obtained after a paying fee as fixed by Governing Council.

- 7.2.6. Right to appoint a Proxy for participation in the AGM/EGM/SGM.

- 7.2.7. Right to get a copy of financial statements of the Association for a financial year.

8. CESSATION, DISQUALIFICATION AND RESTRICTIONS IMPOSED ON MEMBERS:

8.1 **CESSATION OF MEMBERSHIP**

The membership of the Member shall cease:

- 8.1.1 On a Member selling, gifting, exchanging or otherwise disposing off the Apartment on account of which the title of the apartment is transferred.

- 8.1.2 On the Death of an Owner. If before demise, title to the Apartment had legally been bequeathed/transferred, the Legatee(s) shall automatically continue as Member in the case of Joint Owners, the surviving Owner shall continue as member.

8.1.3 On a HUF, Trust, or Registered Company, winding up its affairs/dissolution/insolvency etc.

8.2 DISQUALIFICATION AND REINSTATEMENT OF MEMBER

8.2.1 Any Member who has not continuously paid the maintenance charges of three consecutive months, if it is monthly charge or for a period of more than 60 days, if it is quarterly/annually is disqualified from the Membership of the Association.

8.2.2 A disqualified member shall not be entitled to participate and/or vote in the meetings of the Association like AGMs/EGMs/SGMs,

8.2.3 A Disqualified member shall not contest, propose or second any candidature in any elections of the associations and shall not vote in any elections of the Association.

8.2.4 A Disqualified member on account member can be re-instated into membership of association upon clearing all the Dues including interests and an application is made for reinstatement to the Association by paying a Reinstatement Fees as fixed by the Core Committee.

8.2.5 Further to the above, the all the posts and positions of the disqualified member held in the MC/EC and other committees shall automatically stand vacated and can't act as a MC/EC or other committee members.

8.2.6 The Member has been convicted of any offence, involving moral turpitude with imprisonment and repeated instances of creation any nuisance to resident or endangering the residents or unwanted actions of criminal in nature, after a giving a reasonable opportunity of being heard, the Core Committee shall have decided to disqualify/expel the membership with a special majority of 75% of Core Committee members vote in favour.

8.3 CESSATION OF NOMINAL MEMERSHIP

A Nominal Member shall automatically cease to be a Nominal Member upon expiry or cancellation or termination of his tenancy, licensee or caretaker and revocation or cancellation of Power of attorney etc... In case of non-payment of dues and arrears to

the Association, the liability for payment shall automatically be transferred to the members who are owners of the apartment.

9. MAINTENANCE CHARGES AND OTHER DUES:

- 9.1 The maintenance charges will be collected in advance from the Members and nominal members either on monthly or quarterly or annual basis as recommended by the Core Committee and approved/Ratified by General Body
- 9.2 Each member & nominal member as resolved shall pay a monthly Maintenance charge of Rs. 2900 (Average/unit) towards maintenance of common areas and facilities including parking area which shall include but not limited to, common Electricity charges, Security, housekeeping charges, DG/WTP/STP, Lifts related expenditures, salaries of the association staff, consumables and stationeries for carrying out the aforesaid activities, services of the professionals etc..
- 9.3 The basis of maintenance charges will be approved in the GB / EGM / SGM and will be based on any of the following or as combinations/s
 - 9.3.1 per square feet basis
 - 9.3.2 per flat basis
 - 9.3.3 Hybrid model.
- 9.4 The charges shall be recommended by the Core Committee and shall be subjected to periodic review and revision, as deemed necessary, depending on the expenditure towards maintenance of common areas and facilities and approved by the General Body.
- 9.5 The monthly or quarterly maintenance charges shall be paid not later than 10th day of the relevant month or quarter. For any delay in payment, a late fee, as fixed by Core Committee shall be payable. The late fee shall be subjected to periodic review and revision, as deemed necessary.

- 9.6 Other Dues / Charges: In case of any other dues/charges levied by association towards the maintenance of complex, common areas and facilities including but not limited to the following other expenditure – i.e. painting of the common areas/exteriors, expenditures towards maintenance (including any expenditure arising out of natural calamities or any act of God not compensated by the insurer), replacement or improvements to Common area facilities including generators, lifts, tanks, pumps, motors, electrical appliances, swimming pool etc., Security deposits to Electricity board/Panchayat office/ Water & Drainage board etc., will be payable as per the decision taken by the appropriate authorities.
- 9.7 The other dues / charges shall be paid by owners as per the dates announced by the association. Any delays in other charges payment is attracted with a late fee as determined by Core Committee.
- 9.8 Additional expenses for procuring water for the complex, if any as necessitated by unforeseen situations, sewage and garbage disposal will be shared equally and paid by members.
- 9.9 The responsibility for payment of maintenance charges and other dues shall solely be that of the owner notwithstanding any arrangement he may have entered into with his tenant or other occupant. The responsibility for payment of maintenance charges and other dues shall solely be that of owner even in case of a dispute between the owner & Tenant
- 9.10 It is the owner's liability that, maintenance and or other dues, reckoned from the due date, (regardless of the amount) remain unpaid for two or more months the Core Committee is empowered to restrain such members from accessing the common amenities, after serving due notice to the Members/Nominal members like Tenants etc.
- 9.11 The Association is also empowered to Disconnect/restrict/ ration the water supplied from the CGMOWA's resources, electricity supplied from CGMOWA's captive Generator, and other maintenance and services provided by CGMOWA.
- 9.12 The Association is also empowered to suspend other services as may be permitted by the law of the land enacted or to be enacted in the future.

- 9.13 If payment of maintenance or any other charges is being made by members and nominal members like tenants etc., on behalf of the owner, and there have been delays / defaults in payment of such charges beyond a period of 30 days, Core Committee shall, besides imposing late fees as indicated above, require the owner to clear the dues immediately.
- 9.14 In case of repeated instances, (Repeated instances are defined as more than once at a given point of time) owner will be requested to terminate the tenancy of the tenant or assume the responsibility of paying the charges directly to Association. This is in the interest of the congenial atmosphere and proper maintenance of the common areas and facilities
- Note: Members /Nominal members like Tenants etc. is liable to pay disconnection & Reconnection charges. When water through the association fund is resumed to the apartment by the Association on payment of dues for the non-payment of which water supply was stopped. The Core Committee will decide the quantum of disconnection and reconnection charges from time to time.
- 9.15 Every apartment owner shall pay dues by way of property / water / sewage tax and water charges to the concerned authorities promptly since any default in this regard might involve disconnection of water supply to the entire Complex. Any such default would also attract action by the Association as contemplated in clauses 9.8 to 9.14 above. This will come in to force when water / sewage connection is given by the local authorities.
- 9.16 Every apartment owner shall also pay the statutory dues promptly within the due dates to the Government or any other statutory body. Failing which would have a bearing on the provision of services and facilities to its members by the Association. In the event of the Association paying up any statutory dues on behalf of a member to avoid stoppage of common services and facilities to its members, such payment should be Promptly reimbursed to the Association by the Member concerned together with the Late fee, payable if any. Failure in this regard would attract action under subsection clauses 9.8 to 9.14 above.
- 9.17 Every apartment owner shall, notwithstanding his decision to waive of the use or enjoyment of any of the common areas and facilities including parking area, shall still be liable to be charged for the common expenses.

- 9.18 Any Dues & arrears shall be treated as “Debts” to the Association irrespective of the availability of Corpus fund with association and shall be recovered as debts owed to the Association as permissible in the existing debt recovery laws of the land.
- 9.19 Association shall take measures to promote and implement e-Collections of the Maintenance Charges and other Dues and minimise the cash handling by the Association.

10. DUTIES & RESPONSIBILITIES OF MEMBERS:

- 10.1 Members shall pay Maintenance charges / Fees on or before the due date as fixed by the CGMOWA. They shall also pay any such fees/charges as decided by CGMOWA which is necessitated due to any situation warranted.
- 10.2 A Member must perform all maintenance and repair work within his own apartment at his own cost.
- 10.3 A Member shall apply for membership and submit to the Association such documents as are required to support his ownership of the flat as required by the Association.
- 10.4 A Member shall ensure that his/her flat is occupied by the member only for residential purposes and not used for any commercial activities like service apartment/Lodging house. He/ She shall also not let out his/her apartment for commercial activities and for illegal purposes.
- 10.5 A Member shall maintain the interior of his/her flat by keeping it duly repaired in such a manner that, if not done, will affect and cause damage or inconvenience or danger to the safety and security of the other apartments including common facilities concerned or the enjoyment of the rights and facilities by other members concerned. Association may, after giving a notice of at least 7 days, shall carryout the rectification work and the cost incurred will have to be reimbursed by the respective owner to the Association.
- 10.6 A Member who is not an individual (Firm, corporate, HUF etc.) shall inform in writing the name of the authorised person to the Association.
- 10.7 All repairs of internal installations of the apartments such as water, light, gas, power, sewage, telephone, air-conditioners, sanitary installations, doors, windows, lamps, etc shall be at the expense of the apartment owner concerned.

- 10.8 A Member/Nominal Member/Residents, their family members, guests shall reimburse the Association the expenditure incurred in repairing or replacing any common area / facility damaged by the afore said persons.
- 10.9 A Member/Nominal members/Resident shall not carry out any structural modification in his/her apartment, which affects the safety and serviceability of basic structure of the building, water, sewage lines, power lines or disturbing / dislocating the common facility. If any modifications are required, prior approval from CGMOWA shall be taken. In case of any modifications done by the owner without prior approval, the owner would be required to restore the status quo ante. If this not done by the owner within the indicated timeline, CGMOWA shall restore the status quo ante after giving a notice period of 7 days. If the modifications is an emergency, then CGMOWA shall have right to fix it immediately. The charges incurred would have to be reimbursed by the owner to CGMOWA.
- 10.10 A Member/Nominal members/Resident shall not place or cause to place any objects in the lobbies, vestibules, stairways, elevators and other areas of a similar nature both common and restricted, any furniture, packages or objects of any kind, which are meant for normal transit through them.
- 10.11 Terrace shall not be used by the Members/Nominal members/Residents for private parties, consumption of liquor, smoking or any other activities prohibited by the Association which shall cause inconvenience /disturbance to other residents of the Society or damage to the common facilities.
- 10.12 In case of any untoward accidents or emergencies like fire within an apartment, an owner, resident, or tenant shall grant the right to enter the apartment of any person authorized by the Association in any manner as situation warrants.
- 10.13 A Member/Nominal members/Residents shall not display any sign board or advertisement or any notices in or on the building and in the notice boards.
- 10.14 A Members/Nominal members/Residents shall not cause any nuisance in the form of excessive noise through the usage of any devices including but not restricted to loud speakers, musical instrument etc., as to disturb the peace and harmony of the Residents.

- 10.15 It shall be the responsibility of the Members/Nominal members/Residents concerned to obtain licence for their pets and ensure proper immunization /vaccination and other preventive 29 health care of the pet animal as per the rules laid down for Possession of Pets. The Pet owners shall ensure that Pets do not cause health related issues and nuisance to Residents. Pets should be under the supervision of the pet owners and should not be cut loose.
- 10.16 A Member/Nominal members/Residents shall abide by the regulations, procedures and rules framed by the Association in regard to use of apartments, common areas, amenities and services.
- 10.17 Members/Nominal members/Residents shall not perform any health hazard activities such as smoking / spitting / littering / consumption of alcohol and any other banned items and nonsocial activities in any part of common area. Consumption of alcohol and any other banned items and non-social activities during social parties and functions in Community/Party Hall is totally prohibited.
- 10.18 Members who legal owners of the Apartment are fully liable for any acts of his Resident/Tenant/nominal members of any type. Any consequential expenses or charges to face any law enforcement agencies and judiciary will be borne by the owner. Members shall indemnify the CGMOWA and CGMOWA shall not be held liable, both financially and legally, under any aspect.
- 10.19 The Members and nominal members shall be responsible for proper conduct, behaviour and adherence to the By-laws and Rules of the Association and also by their family members, residents, guests, visitors, representatives, agents, servants, drivers, other personal staff etc.
- 10.20 The Members/Nominal members/Residents are responsible for the safety, security, and environment and saving of energy and water inside and common areas of their buildings.
- 10.21 No Member/Nominal member/Residents shall modify the external structure of the building, which shall affect the elevation and its related safety of the building.
- 10.22 The Owner shall obtain prior approval in writing from the Association, for making any alterations or internal changes to the structure in their flat/apartment/building by

adding /removing any portion of construction by the Builder. The owners shall ensure the safety and the structural stability of the building which may be verified by the Association.

- 10.23 It is the sole responsibility of the Members who are owners to introduce the Nominal Members to the Association, ensure registration of the nominal members through appropriate forms and adherence to the By-Laws and Rules of the association.
- 10.24 All grievances of the members shall be through a written letter or email or any Management approved digital media like WhatsApp, Telegram, Facility management applications. Management committee shall respond in writing or through e-mail or through any approved digital media to any feedback, grievance, suggestion received from a member.
- 10.25 No Member/Nominal member/Residents shall carry out commercial activities which are in the nature of any trade, business or vocation or activities commercial in nature.
- 10.26 The usage of the common areas by Member/Nominal member/Residents in the complex shall be subject to the guidelines / procedures framed in this regard by the Association from time to time.
- 10.27 Where an apartment is proposed to be sold intimation should be given by the owner to the Association within 72 hours from the date of registration. Proof of new ownership shall be submitted to CGMOWA by producing a copy of registered sales agreement. He shall apprise the purchaser about the functioning of the Association and its By-Laws and the need for a separate membership registration by the purchaser. The owner is obliged to obtain a No Objection certificate and No Due certificate from the Association well before the completion of the registration.
- 10.28 The purchaser shall be jointly and severally liable with the vendor for all unpaid amounts due to the Association up to the time of sale or transfer without prejudice to the right of the purchaser to recover from the transferor the amounts paid by him to the Association.

11. EXECUTIVES OF THE ASSOCIATION, ELECTION AND TENURE OF EXECUTIVES:

11.1 EXECUTIVES OF THE ASSOCIATION.

11.1.1 The Execution of the affairs of the Association shall rest with the Core Committee consisting of Management Committee designated as the President, Vice President, Secretary, Joint Secretary, Treasurer and Executive Committee Members nominated or elected from each of the ten blocks.

11.1.2 The number of Core Committee members shall not be more than 31 numbers overall.

a. Management Committee:

Present, Vice-President, Secretary, **Joint Secretary-3 Pax**, Treasurer

b. Executive Committee:

Executive committee members are representatives of each of 10 blocks. Proportional representation on the basis of the number of flats in each of the Blocks shall be ensured in the Executive Committee. Number of Executive members shall be the remaining number of Core Committee members as reduced by the number of management committee members. In the event of shortfall in the number of nominations from a Block, the shortfall can be made good by a nomination in other blocks. The shortfall can be filled by one member per block in the descending order of number of flats in each block.

11.2 ELECTION AND FORMATION OF COMMITTEES

11.2.1 Members of the Core Committee shall be elected by the General Body at its annual meeting and their services shall be on honorary basis.

Management Committee

MC to be directly voted and elected by all the Members of the Association.

Executive Committee

EC to be directly nominated or voted and elected by Members of the respective blocks

11.2.2 The core committee comprising of MC&EC members shall be elected through conducting elections before AGM or elected and appointed in the AGM.

11.3 TENURE OF COMMITTEE MEMBERS

11.3.1 The term of office of the members of the Management Committee and Executive Committee shall be for a period of two years. From the date of election or till the immediate next Annual General Meeting whichever is earlier.

11.3.2 Members shall be elected to the Management Committee/Executive Committee for a maximum of two terms consecutively. They shall be eligible for election after a lapse of One year and shall be eligible for next two more terms consecutively.

- 11.3.3 It is further resolved that, if there are no nominations to post of Management Committee the existing member of the Management Committee, whose term has just expired may opt to continue in the Management committee and express his/her wish in the AGM, he/she shall be eligible to be re-elected to the post in Management Committee. The re-elected committee member shall hold the office for a period of 2 years from the date of appointment. It is further clarified that the said re-elected member can contest in the upcoming election only after a lapse of One year.
- 11.3.4 The limit of consecutive two terms shall not be applicable to members of the First Committee, which is formed for initial period of 1 year. In other words, the members of First committee are eligible for elections for 2 terms after the period of initial 1 year.
- 11.3.5 Members of the First Core Committee consisting of 31 Members including the First management Committee of 7 members (President, Vice-President, Secretary, 3 Joint Secretaries, and Treasurers) shall be elected through a process accepted by majority of the resident members at the time of elections before handing over by the Builder/Developer.
- 11.3.6 The methodology of election process and election process shall be ratified in the First AGM of the Association.
- 11.3.7 The tenure of the First Committee shall be for a period of 1 year.
- 11.3.8 Vacancies during the initial period of 1 year shall be filled by Core Committee as per the principles laid down in the By-laws with respect to vacancy.
- 11.3.9 The Core Committee may allot portfolios and responsibilities to other members by forming Committee for various activities and such Committee shall report to the Core Committee. The responsibility and decision on all matters shall be on and taken only by the Core Committee.
- 11.3.10 Any Members of the Management Committee can be removed from their post, even before their term is completed, based on a complaint made in writing, to the Management Committee by 51% of Members and voted in favour by 2/3rd of the members present and voting in the AGM.

- 11.3.11 Any vacancy in the post of a member of the management committee, by resignation or otherwise, may be filled up by the President by selecting the respective post within the EC members with the consent of the core committee till next AGM.
- selecting the respective post within the EC members with the consent of the core committee till next AGM

12. POWER AND FUNCTIONS OF THE MANAGEMENT COMMITTEE:

12.1 PRESIDENT

The president shall preside over the head of the Association in all meetings of the Management Committee, Annual General Meeting and Extraordinary / Special General Meeting and have general control of the Executives of the Association, its property and finances. He shall be the Chairman of all the Committees.

If any matter directly affecting the President is on the agenda of the meeting of the Management Committee or the General Body, Vice President or any other member of the Management Committee shall preside over such meeting.

Any temporary vacancy in the Management Committee shall be filled up by the President as described in 11.3.11

12.2 VICE PRESIDENT

The Vice President apart from assisting the President in his functioning, in the absence of the President, shall preside over all the meetings and discharge all the functions of the President.

12.3 SECRETARY

The Secretary shall be the Executive officer and shall be responsible for the convening of the meetings of the Management Committee. He shall issue notice of meeting and keep proper minutes of all the meetings. He shall carry out and do all necessary acts to implement the decisions of the Core Committee, Management Committee and the General Body and shall conduct all correspondence on behalf of the Association with statutory and other internal / external stakeholders.

12.4 JOINT SECRETARY

The Joint Secretary apart from assisting the Secretary in his functioning, in the absence of the Secretary, shall preside over all the meetings and discharge all the functions of

the Secretary in consultation with President, do the duties of the Secretary temporarily with the permission of the Management Committee.

12.5 **TREASURER**

The treasurer shall be the Custodian and In-charge of the finances and Accounts of the Association. He/ She is entrusted with the timely collection of maintenance charges, all subscription, donations, fines and other dues and to the remit in the Association account timely. The Treasurer shall operate bank accounts along with President, maintain petty cash for petty expenditures of Association and issues Cash receipts for the money received. He/she shall maintain proper accounts of the association as required by various Acts applicable, prepare budgets and financial statements of the association. The statement of Receipts and Payments, Income and Expenditures etc. is prepared periodically for review by committees. He/she shall ensure that auditing of the books of accounts of the Associations and comply with auditing requirements. He/she shall ensure that statutory dues/statutory returns are paid/filed on time. He/she shall ensure that expenditures and payments are incurred and paid as per the By-Laws and approvals by competent authority. He/she shall take active part in the activities wherever there is a financial implication to the association and shall assist and guide the committees on procurements and investments decisions.

12.6 **FUNCTIONS OF MANAGEMENT COMMITTEE:**

In General, but not limited to, the following are duties and functions of Management Committee,

- 12.6.1 Taking over complete charge, from the Developers of the CASAGRAN MIRO of all the common facilities and amenities in the Complex, and receiving the accounts and the amounts of reserve fund, fees, charges, penalties, levies and any other payment collected by the Developer from the flat owners towards provision and or maintenance and upkeep of the such common facilities and amenities; Receiving all the original title deeds, approved plans, NOCs of competent authorities, sketch/drawings of all utilities such as electricity, gas, water, sewage, drainage pipelines. This should also include STP lines, telecom lines, and various equipment in common facilities including the club house, gym etc. The committee should obtain the Warrant cards / AMC documents for the equipment installed for common use from the promoter at the time of takeover.

- 12.6.2 Obtaining from the developers the No Dues Certificates issued by the various Government Departments, statutory or mandatory bodies or service providers for various taxes, charges, cess, fees, penalties, duties or any other payments due to them in respect of the properties, facilities, amenities, utilities and conveniences of the complex and in respect of any statutory compliance required for the complex;
- 12.6.3 Conducting elections for appointment of subsequent Core Committee Members.
- 12.6.4 Convene the AGM and its related activities.
- 12.6.5 To enter into or represent any legal disputes and initiate legal proceedings for the welfare and benefits of the members and Association with the approval of Core Committee.
- 12.6.6 The Management Committee shall have all the powers, and duties necessary for the administration of the affairs of the Association and may do all such acts and things as directly and explicitly vested on the management committee as per these By-Laws and as per the directions/ decision/ resolutions passed by the Core Committee and General Body.
- 12.6.7 The maintenance, care, upkeep and surveillance of the Complex, including the Common Areas and Facilities
- 12.6.8 Initiations/Recommendations/appraisals etc. to Core Committee on all the subject matters referred to in the Functions and responsibilities of the Core Committees.
- 12.6.9 To admit members as per Byelaws.
- 12.6.10 To maintain Register of Members and keep all the documents attached in safe custody, MOM of Meetings of committees and AGMs, Resolutions of Committees and AGM and all statutory records applicable for the Association.
- 12.6.11 To appoints, suspend or remove the employees of the Association as per the rules laid down by the Core Committee
- 12.6.12 To place the annual report, annual financial statements, annual plan and budget for the approval of the Core Committee to place before AGM.

- 12.6.13 To place audit and various compliance reports before the Core Committee.
- 12.6.14 Proper Maintenance of the Books of Accounts, Cash Registers, Day Books, Bank Passbooks etc...
- 12.6.15 To Recommend to Maintenance Charges, Fees and Fines to Core Committee and ensure collection of Dues.
- 12.6.16 To Raise Funds with the prior approval of GB and Core Committee for any approved specific purposes.
- 12.6.17 To fill any vacancy/vacancies in the Board through Resolution and its subsequent ratifications in GB.
- 12.6.18 To authorise convening of Meetings of the Core Committee
- 12.6.19 To Execute/Cancel Contracts for maintenance and other works as per the recommendations of the Core Committee
- 12.6.20 To approve the panel of auditors for placing before Core Committee/in the General Body.
- 12.6.21 To take such other measures or to do such other acts as may be prescribed or required under these byelaws or as may be delegated or directed or approved by Governing Council and also by the general body
- 12.6.22 **Power to Incur on Safety related emergency expenditures.**
The Management Committee shall have the power to incur an expenditure when the safety of Resident and Complex is at risk, whether capital or revenue, for a sum up to Rs. 1 Lac once in a year. While this exception in incurring Safety related expenditure is authorised provided, it is an emergency and not incurring such expenditure will put the Complex and residents into safety hazards. The same shall be subsequently tabled in the next Core Committee for formal approval.
- 12.6.23 To Recommend and periodic review of the Maintenance charges, Fees and Fines to Core Committee.

- 12.6.24 To recommend on Sourcing and application of Funds to Core Committee.
- 12.6.25 To maintain repository of Vendors/Service Providers relevant to activities at MIRO.
- 12.6.26 To hear, and deal with complaints.
- 12.6.27 To make all payments to Government, semi-Government and other such bodies, as due by the Association.
- 12.6.28 Functions and responsibilities of the First Management committee:
The main functions and responsibilities of the First Management committee is described in 12.6.1 and 12.6.2 in the 1st year and handing over to the next MC with open points and appropriate evidences of the closure points within the scope of these by-laws.

13. VACANCY:

Any vacancy in the office of the President, Vice-President , Secretary, Joint Secretary and Treasurer, by resignation or otherwise, shall be filled up by the Management Committee authorizing any one of the Management Committee members through a resolution to discharge the duty of the office and ratified in the next AGM. General Body, subsequently, shall fill the casual vacancy, in the next AGM.

Any Vacancy in the Executive Committee shall be filled by Core Committee passing resolution to the effect and ratified in the next AGM. The members who contested in the immediate preceding elections shall be co-opted.

14. POWERS, FUNCTIONS AND RESPONSIBILITIES OF THE CORE COMMITTEE:

Core Committee shall ensure implementation of Byelaws, Rules/Procedures and regulations laid down by the General Body. It shall, take up the matters as referred to it by Management Committee, which shall include the following in addition to other matters.

- 14.1 The Core Committee shall have all the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as directly and explicitly vested on the Core Committee as per the Byelaws and such other matters as per the directions /decision/resolutions passed by the General Body.

- 14.2 Periodic review of the maintenance, care, upkeep and surveillance of the Complex, including the Common Areas and Facilities and Review of works of the Contractors, service providers, employees of the associations etc.
- 14.3 The assessment of all common expenditures and charges towards maintenance of common facilities and amenities as furnished and recommended by management committee. To recommend the maintenance charges to General body after review.
- 14.4 Review, periodically, the Receipts and Payments of Association, books of accounts and pendency of collections including maintenance charges and issue necessary guidance and if required, frame Rules that would aid collection of Dues.
- 14.5 Frame Rules with regard to award of contracts by the association, renew, extend, suspend or terminate the contracts and the terms thereof;
- 14.6 Frame Rules for appointment of association employees, their remunerations or salary including bonus, removal or termination of the employment contracts etc..
- 14.7 Frame Rules for appointment of Retainers/professionals to engage for regular professional services that may be required for Associations.
- 14.8 Shall consider and review each of legal disputes/initiate legal proceedings for the Association and authorise/approve the legal proceedings to be pursued by Management Committee.
- 14.9 Shall consider and review the rejections of membership of the Associations brought out by the management committee and issue directions, if required, on the subject matter.
- 14.10 Shall consider and recommend reports, statements of audited accounts and Budget Estimates of the Association for adoption and approval of the General Body.
- 14.11 Shall decide about the additional subscription or fees that may be required to be collected from members of the Association for any special activities viz. Organizing lectures, cultural events, tours etc.
- 14.12 Authorise issue of notice of meetings of the General Body.

- 14.13 Shall consider the Audited Financial Statements, annual Budgets etc.. and adopt before placement to General Body.
- 14.14 Shall review and consider the changes/amendment to by-laws to smooth functioning of the Associations and recommend to General Body for amendments.
- 14.15 Review the grievances that remain unattended, of members/Nominal members and Residents for a period of more than 30 days. Through a panel of delegates from Core Committee, arbitrate in relation to complaint, relating to usage of common facilities and building related issues, by one resident against another or by residents and management committee. After hearing both the parties, directions/suggestions shall be issued to both the parties for closure of the issue.
- 14.16 Laying down regulations in the use of common areas and facilities in the interest of the generality of the members.
- 14.17 The Core Committee shall have the power to authorise an expenditure when the safety of Resident and Complex is at risk, whether capital or revenue, for a sum up to Rs. 2 Lac once in a year and this subsumes the limit adhoc limit given to MC. While this exception in incurring emergency expenditure is authorised provided, it is an emergency and not incurring such expenditure will put the Complex and residents into any environmental, health, safety & operational hazards. The same shall be subsequently tabled in the next General Body for formal approval.
- 14.18 To assist the Core Committee in to discharge the duties, Advisory Committees from the community (Owners/Co-Owners/Residents/tenants) as deemed necessary for various functions shall be appointed by the Core Committee. However, these Advisory Committees shall not have any decision making Powers. Advisory Committee, if any, to Management Committee shall consist only of Members.
- 14.19 Approval for withdrawal from Corpus Fund for which sanction of General Body has already been given to ensure the withdrawal is for the stated objective and adherence to the conditions laid out for such withdrawals.
- 14.20 Functions and responsibilities of the First core committee:
In addition to the clauses mentioned in this clause 14.1 to 14.19, the functions & responsibilities of the First core committee as mentioned elsewhere in the by-law for

First Core Committee is reiterated and shall act in conjunction with Management Committee within the scope of these by-laws.

15. MEETINGS OF THE EXECUTIVES:

15.1 MEETINGS OF THE MANAGEMENT COMMITTEE:

- 15.1.1 The quorum for the meeting of the Management Committee shall be as follows: **51% of the members shall be available.** Minimum One member out of President and Vice-President, Minimum one member out of Secretary, joint Secretary and treasurer shall be present.
- 15.1.2 In respect of meetings of the Management Committee, a notice period of 7 days or any number of days as deemed necessary shall be given to the members.
- 15.1.3 Secretary shall draw up the agenda for the meeting in consultation with the President or in his absence, with the Vice President.
- 15.1.4 President or the Vice President in the former's absence shall preside over meetings of the Management Committee:
- 15.1.5 Meetings of the Management Committee shall be held once in two months or as deemed necessary by the Secretary or President

15.2 MEETINGS OF CORE COMMITTEE

- 15.2.1 The President shall preside over all the meeting of the Association and in the absence of the President; the Vice-President shall preside over the meetings.
- 15.2.2 Minutes of the meeting shall be prepared by Secretary of the Association. Either Secretary or Treasurer shall be present compulsorily in every meeting.
- 15.2.3 The quorum for the meeting of the Core Committee shall be as follows: minimum **17 Committee members considering both Management Committee and Executive Committee out of 31 members shall be present for any meeting to conduct the business.** In case of No quorum, meeting may be postponed by an hour on the same day and reconvene the meeting with quorum.
- 15.2.4 In respect of meetings of the Core Committee, a notice period of 7 days shall be given.

- 15.2.5 Secretary shall draw up the agenda for the meeting in consultation with the President or in his absence, with the Vice President.
- 15.2.6 Mandatory Meetings of the Core Committee shall be held once in 3 months and/or as deemed necessary by the Secretary or President.
- 15.2.7 Any Decision/Resolutions/Recommendations shall be made unanimously. If a unanimity/consensus could not be arrived at a subject matter, the decisions/resolutions/recommendations etc. shall be made by way of voting of 3/4th of the members present and voting in the meeting. If the votes for and against the resolution are equal, the presiding officer shall opt for casting vote to arrive at a conclusion/decision on the subject matter.
- 15.2.8 Disqualification of Executive Committee/Management Committee members:
Members of Executive who remain absent continuously for more than 3 meetings duly called for, as per the guidelines laid down in the By-Laws, shall cease to be a member and resolution to the effect shall be passed with the consensus of all the Core Committee members. In this regard, Core Committee shall lay down a proper procedure on calling for meetings, grant/acceptance of leave of absence, issue notice/intimation of long absenteeism etc...

16. ANNUAL GENERAL MEETING (AGM):

- 16.1 The annual general body meeting shall be held on or before September of current period from the closure of the accounts of the previous financial year, at a common place as decided by the Association.
- 16.2 Notice for the AGM shall be issued with 21 clear calendar days before the date of the meeting. The Notice shall specify the venue, date, time and the agenda of the meeting.
- 16.3 Quorum of the meeting shall be minimum 1/3rd of the Total members of the Association who is entitled to vote. In case of No quorum, meeting may be postponed by an hour on the same day and reconvene the meeting with quorum.

- 16.4 The Special business/resolution including No Confidence motion to be moved by Member/s at the AGM shall require notice of 15 clear calendar days in to the Secretary. The Secretary shall arrange to circulate all the special business moved by Members to all Members with clear 7 days before the date of AGM. Wherever necessary, the resolution to be moved should be supported by an explanatory note.
- 16.5 The agenda for the AGM shall be the following, which shall be ordinary business:
- 16.5.1 To elect and/or appoint the elected members of the Management Committee and Executive Committee members, if elections fall due that year.
- 16.5.2 To consider and adopt the Audited Financial Statements and Annual report of CGMOWA during the preceding year along with auditors' report.
- 16.5.3 To consider and Approval of Annual budget of the Association for the year.
- 16.5.4 Appointment of auditors and his / her remuneration.
- 16.5.5 Consider and approve the Minutes of the preceding Annual General Meeting and Special Meeting/s, if any and to note the actions taken thereon.
- 16.5.6 Consideration of such other business of the Association as may properly come before the General Body
- 16.5.7 Any other matter with the permission of the Chair.

Special Business shall also include:

- 16.5.8 To consider and Resolve the amendments to the by-laws through special resolution
- 16.5.9 Withdrawal from Corpus fund
- 16.5.10 Development of new infrastructures and facilities.
- 16.5.11 Change in the layout of the Complex
- 16.5.12 Change in the use of the existing common facilities.
- 16.5.13 Removal of Management Committee members.
- 16.5.14 Investment of Funds in Instruments other than Deposits with banks
- 16.5.15 Commercial Activities by Association in the MIRO Complex.
- 16.6 All Ordinary Resolutions shall be passed with simple majority of 51% of the members present and voting. All special Resolutions shall be passed with 2/3rd of the members present and voting except otherwise specifically provided for in the By-Laws
- 16.7 Members who would like to ask questions during the AGM with regard to Annual Report, Financial Statements or any other matter to be placed at the AGM, need to register themselves as a speaker by sending their request to Secretary at least 72 Hours before commencement of the AGM.

- 16.8 No Confidence motion against the members of management committee shall be made by any member other than Core Committee members shall be signed by not less than the 1/3rd of the Total members of the Association entitled to Vote. In case of No-Confidence motion by Core Committee members against the management committee, the petition shall be signed and delivered to the Secretary by at least 2/3rd of the Core committee members 14 days before commencement of the AGM.

17. EXTRAORDINARY / SPECIAL GENERAL MEETING (EGM/SGM):

- 17.1 All General Body Meetings other than Annual General Body meeting shall be called Extra-Ordinary General Body Meeting or Special General Meeting.
- 17.2 Extraordinary/Special General Meeting shall be called by the President either by the direction of the Core Committee or requisitioned by 1/3rd of the members of the Association entitled to Vote and shall be in writing or by e-mail from the respective registered e-mail id to the Association.
- 17.3 21 days of notice shall be given to members. The notice shall specify the venue, date, time and the agenda of the meeting.
- 17.4 Quorum of the meeting shall be minimum 1/3rd of the Total ordinary members of the Association who is entitled to vote. In case of No quorum, meeting may be postponed by an hour on the same day and reconvene the meeting with quorum
- 17.5 The notice shall be sent to the members by one or more of the following model viz. With email as a mandatory tool to be used for information dissemination and by local delivery or by post or by circulation by the members by publication through press or on notice board of the Association office (members with arrears of dues cannot place requisition for such meeting).
- 17.6 On receipt of such a requisition, the President shall convene the EGM/SGM. The agenda for the meeting shall be restricted to the purpose/s for which the member/s has requisitioned the meeting.
- 17.7 The Decisions/Resolution shall be made with 3/4th of the members present and voting in favour of the decision/resolutions

18. RULES RELATING TO CONDUCT OF THE ANNUAL GENERAL / EXTRA ORDINARY / SPECIAL GENERAL MEETING:

- 18.1 The attendance at the meeting shall be restricted to the members. The quorum for the meeting shall be 1/3rd presence of owners and representatives combined. In the event of the requisite quorum not being available even after postponing the time by 1 hour, the meeting shall be adjourned by the President and convened by him on another time within 30 days and the reconvened meeting shall be competent to carry on the business of the earlier adjourned meeting with or without the minimum required quorum for the meeting.
- 18.2 If amendment to the By-Laws is part of the business, it can be carried out with the approval of 2/3rd of the members present in the AGM/EGM/SGM.
- 18.3 A Member shall be entitled to one vote, as per the number of flats owned by him/her (one vote per flat).
- 18.4 Vote shall be cast in person or through a proxy. A member can nominate co-owner/tenant or owner of another apartment in the building to vote on his behalf. The nomination has to be in the format prescribed by the Association and has to be signed by the member or as intimated to the Association by Email.
- 18.5 Voting shall ordinarily be by show of hands or in special cases where the General Body desires a secret ballot.
- 18.6 All Ordinary Resolutions shall be passed with simple majority of 51% of the members present and voting. All special Resolutions shall be passed with 2/3rd majority of members present and voting except otherwise specifically provided for in the Byelaws

19. COMMUNICATION AND SERVICE OF NOTICE

- 19.1 All notices for the Annual and Extra-ordinary General Body Meetings shall be sent to the members by giving a clear notice of 21 days.
- 19.2 It shall be treated as duly served if the notice is circulated to all the flats/apartments by Email / WhatsApp/ Telegram channel which will contain the clearly identifiable reference to the particular notice.

- 19.3 For those cases, where the members are not ordinarily residing in the Complex, the notice could be sent by e-mail to those whose email Ids are registered with the Association and the notice shall be deemed to have been served and complied with.
- 19.4 The notice shall be signed by the Secretary or in his absence by any other person duly authorised to sign by the Executive committee and sent to every member and their signatures are obtained in the Notice Service Register. A copy of the notice will be displayed on the Notice Board.
- 19.5 The stationeries shall be printed from time to time as and when the office bearers change and shall have the prescribed forms for applications, intimations, circulars, Notices, payment vouchers, receipts etc., for smooth functioning of the Association.
- 19.6 Every notice shall specify the day, hour and place and the object of the meeting.
- 19.7 In Particular, Notice to Members for Annual General Body meeting shall be enclosed with:
- (a) Annual Report of Association.
 - (b) Audited Balance sheet
 - (b) Annual Budget proposal
 - (c) Auditor's Report

20. FILING WITH REGISTRAR:

The Secretary and the Management Committee will be responsible for preparation and filing of any statement / returns as specified in the Act and Rules. The statement shall also include any documents to be filed with State / Central Govt. under any act.

21. SOURCE AND APPLICATION OF FUNDS:

21.1 Source of Funds of the Association:

Corpus Fund

Interest earned on Investment of Corpus funds and other funds

Maintenance Charges

Application/membership Registration Fees,

Other Fees and Fines

Contribution from Members

Donations and Grants

Other Revenues generated by Association which incidental to the objectives of the Association.

21.2 Application of Funds by the Association

- Corpus Funds shall be deposited with Scheduled Public Sector Bank as Time/Demand Deposits (like FD/RD). Any other mode of investments shall have prior approval of General Body.
- Interest shall re-invested/deposited in the same manner as that of Corpus
- Fund shall not be generally utilised. The interest on Corpus Fund shall be transferred to earmarked funds for long term capital expenditure purposes like replacement of capital goods, Revamp of common facilities & development of infrastructure
- Maintenance Charges and other collections shall be spent by the association towards maintenance of common areas, amenities and facilities including Parking Areas, Safety, operational expenditures etc.
- Donations & Grants shall be earmarked and be used only for the purpose stated by Donor.
- Contributions shall be used for the purpose for which the contributions called for.

21.3 Withdrawal from Corpus Fund:

In the Initial 1st year of operation after the transfer of corpus fund to association by the builder, the Association may withdraw amount equal to 1 month's maintenance charges with the prior approval of Core Committee towards unforeseen exigencies/shortfall in the collections during the initial 1st year of operation. Approval for the same shall be with 80% of the Core Committee in favour of the withdrawal. Management Committee before Core Committee shall put up detailed justification and explanatory notes for such withdrawal. Such withdrawal is conditional and the amount shall be re-credited to Corpus Fund along with interest that is earned on the Corpus investments at the time of re-crediting and shall re-credited within neither a period of nor more than 3 months from the date of withdrawal.

22. BANK ACCOUNT AND PETTY CASH:

- 22.1 One or more bank accounts shall be maintained, in the name of the Association, handling the Finances (collections and payments) of the Associations. It shall be noted that not more than one Current Account should be active at any point of time.
- 22.2 Bank Accounts shall be opened only with a **Scheduled Public Sector Bank** and shall be operated jointly by the Treasurer and the President.
- 22.3 The decision to open, maintain and close any bank account shall be taken by the Management Committee and such actions with justification for closure shall be tabled before Core Committee for information.
- 22.4 Any Investments in banks shall be jointly signed by the President and The Treasurer within the scope of the By-Laws.
- 22.5 Financial Limits for issuing cheques and counter-signature.
- In General, All Expenditures above Rs.5000 shall be paid only **through crossed cheques/ NEFT/ RTGS / Online Transfer**
 - **All Expenditures above Rs. 5000 shall be paid only thru Crossed Cheques/ NEFT/ RTGS / Online Transfer and such cheques are to be signed by Treasurer and to be counter-signed by the President. In case of online transfers, the same shall be dual authenticated by the Treasurer & President**
 - It shall be noted that Approval for incurring such expenditures should be ensured as per the Bye-Laws and Rules framed there under like the cases of annual/period contracts, spot procurements, Capital Assets etc.
- 22.6 Cash withdrawal directly from the Bank is not permitted except Cash withdrawal to the extent of Petty Cash amount.
- 22.7 **PETTY CASH:**
The Management Committee is authorised to have Petty Cash of Rs. 10,000 maintained at the Association Office and shall be under the control and supervision of the Treasurer. The Petty cash shall be used for paying petty expenditures of the Association. In no case, the single cash disbursement should not be more than Rs. 5000. Petty Cash shall be replenished either by withdrawal from the association Bank account or out of the cash collections of the Charges and dues. The Petty Cash limit may be enhanced or reduced with the approval of the Core Committee.
- 22.8 Cash Collections by the Association shall be deposited into the Association Bank account within 3 working days of the collections.

- 22.9 Cheques issued to Association shall be deposited in the Associated Bank Account within 2 working days from the date of receipt of the cheques.

23. THE AUDIT OF ACCOUNTS:

- 23.1 Association shall ensure that the Audit of the Books of Accounts of the Association and preparation of Balance Sheet, Receipts & Payments and Income and Expenditure including the notes forming part of the financial statements aforesaid etc.. For each financial year as specified in the Acts applicable to the Association. Association shall appoint the person or persons to do such audit in the AGMs.
- 23.2 A practicing Chartered accountant or Firm/LLP of Chartered Accountants shall be appointed at the AGM to audit the annual accounts. He shall sign the accounts for having audited the accounts. He shall also prepare a report indicating, among other things, compliance to statutory laws applicable to the Association, compliance to Bye-Laws and shall advise tax, if any, payable.
- 23.3 The accounting year of the Association will be according to the financial year i.e. from 1st April of every year to the 31st March of the succeeding year.
- 23.4 The Financial Statements like Balance Sheet, Income and Expenditure, Receipts and Payments of the association will be placed in the Annual General Body meeting of the Association and every member will be served a copy of the financial statements along with Auditors report every year.

24. POWERS OF AUDITOR:

- 24.1 The auditor shall be entitled to call for and examine any paper or document and accounts and the registers belonging to the Association including those related to common areas and facilities.
- 24.2 The auditor shall ascertain the trends of receipts and expenses and prepare a special report on the lapse in Internal Controls, deviations to the Bye-Laws, Deviations to the statutory laws, Discrepancies in the Accounting and any other points related to the financial health and accounts of CGMOWA , that might require the attention of the General Body and Core Committee, and bring to the notice of the Association.

25. AUTHORITY TO MAKE RULES AND GUIDELINES FOR CG MIRO OWNERS AND RESIDENTS:

The authority to frame Rules and Regulations and Code of Conduct inside the Complex which shall be binding on the members/nominal members/Residents/association employees/workers etc. with respect to the following Areas but not limited to General Terms & Conditions, method and mode of payments of any dues to Association, grievance mechanism, Use of common amenities like Lifts, Association office, Club house, Receptions, Swimming Pool, Terrace, Lobby/Veranda, Car Parking, OTS, Private Cables/Pipes/External workings, issue of Identity cards/Visitors pass for entry into premises, Park/Children Play area, Basket Ball and Badminton courts, guidelines for having Pets and Pet Owners, Smoking and alcohol, Guidelines to be followed by Owners and Tenants, Guidelines to be followed at the time of loading and unloading while shifting the houses, guidelines to be followed at the time of sale/transfer of flats, change of houses by tenants within the Complex, Guests & Visitors car Parking, booking of common amenities like Party Hall/AV Room, Usage of Water, Rules on advertisements and usage of notice boards, waste management systems, timing of R&M inside the Flats, guidelines on domestic servants etc...

The Rules and guidelines shall be framed with the consensus of the Core Committee. If no consensus could be arrived, the same shall be decided by voting. Minimum 3/4th of the Core Committee members in Total (Not Quorum) subject to 3/4th of Executive members voting in favour of the Rules and Regulations.

26. GUIDANCE ON PROCUREMENT & AWARD OF CONTRACTS:

- 26.1 Procurement of materials, supplies and services of the right quality/specifications at the appropriate time and at the most economic price with consistency in the procurement practices shall be the responsibility of the Association.
- 26.2 General Terms & conditions for recurring Contracts shall be developed and approved by Core Committee for all the Annual and period contracts. The General Terms and conditions may include requirements and criteria on Technical Qualifications, Financial capability, Past Contracts of similar nature, number of years of existence, Tender period with opening and closing dates, minimum number of days during which the tender shall be open for quoting etc.
- 26.3 During the Initial Year of association, in the absence of General Terms & Conditions, the Management Committee shall place the Terms & conditions of the each Annual

and period Contracts before Core Committee and obtain approval. Basis the approved terms and Conditions, Tenders shall be floated and awarded.

- 26.4 Annual/Period Contracts are contracts, which are awarded by Association for a period more than 3 months. Others shall be treated as spot procurements and such procurement shall not include availing the services of Technical, consultancy, Legal, Accounting, other professional services, procurement of Tangible and intangible assets of more than Rs. 5000 and spares and services from OEM.
- 26.5 Contracts can be extended by up to 6 months after expiry of 2 years with the same terms and conditions and Rates with justification as approved by Core Committee with simple Majority.
- 26.6 Any Cancellation/Cessation of Annual/period Contracts before the expiry of the contract period shall have the approval of Core Committee with at least 3/4th of the total members of the Core Committee.
- 26.7 Annual/Period Contracts shall be a Limited Tender Inviting Bids from not less than 6 Vendors with 2 Bid systems viz. Technical Bids and Financial Bids. Any Technical rejections shall have the approval of President. Financial Bids of technical qualified vendors shall be opened for award of contracts on Least Cost basis.
- 26.8 Spot Procurements can be made up to Rs. 25,000 by Management Committee. Expenditure should not be split to accommodate the limits of Rs. 25,000. Any spot procurement above Rs. 25,000 and up to Rs. 100,000 shall have prior approval of Core Committee and management committee shall establish reasonability of the rates before procurement. Any spot procurement above Rs. 100,000, shall call for a short-notice limited tender.
- “Short-Notice Limited Tender”** shall be tender inviting bids from MINIMUM of 3 Vendors/Service Providers with a shorter notice than generally given for the Limited Tender.
- 26.9 Appointment of Retainers on Technical/Professional or casual engagement of technical and professional be as per the Rules framed by Core Committee or with the prior approval of Core Committee on a case to case basis with 3/4 of the Total Members voting in favour.

- 26.10 Tangible Assets of any nature like Capital Goods, Office Equipment (like ACs, Computers, Hard Drives etc.), maintenance Equipment etc.. and Intangible Assets like Software's, Web applications and mobile Apps etc. shall be procured as below:

More than Rs. 5000 and upto 10,000	directly by MC establishing the Reasonability of the Rates
More than Rs. 10,000 and up to Rs. 1,00,000	Short Notice- Limited Tender
More than Rs. 1,00,000	Limited Tender

Specialised Equipment or Assets or Intangibles assets like software etc. which is to be procured from only the nominated/designated vendor/Service Provider and/or there are no other vendors offering the products, the procurement shall have the prior approval from Core Committee

- 26.11 Spares and services from OEM which are in the nature of Repairs and Maintenance other than the Annual/Period Contracts shall be procured by Management Committee after negotiations of the rates with OEM to get the least negotiated rate.
- 26.12 President shall approve the cancellation of any tender without awarding a contract for the reasons recorded therein on recommendation by Secretary with the concurrence of Treasurer and such tender cancellation shall have the Ratification of the Core Committee with the detailed note on the cancellation of the tender floated by Association.

GENERAL NOTES

- All the Contracts shall be awarded only to L1 Bidder (Lowest Bidder) based on the least Cost to Association. The Financial Limits given in the Chapter is Net of Tax Credits available to the Association.
- If L1 Vendor backs out, L1 shall be blacklisted and there should be retendering for award of the contract.

27.INSURANCE:

Without prejudice to the right of each apartment owner to insure his apartment 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 apartment 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.

28. GUIDANCE ON ELECTION PROCESS:

Method of Election of Core Committee Members:

- 28.1 The presiding Core Committee Members should prepare and verify Voter's List before Two months of the election and it should be placed in the Societies Notice Board and it is to be placed in front of the Building. Missing names of the General Members from the Voter's List shall be included in the Voter's list within 15 days from the date of application.
- 28.2 The notice to election should be sent by email/ post by the Secretary on duty before 2 month of expiry of the term.
- 28.3 The Election Officer and Assistant Election Officer are to be appointed by the Management Committee for conducting General Body Meeting 2 months before expiry of the term of Management Committee. The Election officers can also be external for unbiased elections
- 28.4 After the declaration of Election the Election Officer and Assistant Election Officer should notify the date of scrutinizing and election date. The notification should be placed in the notice board.
- 28.5 The Core Committee and General Body Meeting members have to conduct elections. In the absence of the Election Officer, it is the duty of the President, and the Assistant Election Officer to perform this duty.
- 28.6 Those who want to contest in the election should obtain their nomination form from the Association during the working hours of the Association. One member can submit their nomination form for one post is allowed.
- 28.7 The Nomination forms shall be issued for three days continuously before thirty days of election.

- 28.8 The nomination must be filled and one member must propose it and another member must second it and it should be submitted to the Election Officer before the last date for filling of nomination.
- 28.9 The Candidate who submitted the nomination form but does not want to contest in the election later can withdraw his nomination paper by 5pm on the third day from the last date.
- 28.10 ELIGIBILITY CRITERIA
- 28.10.1 The candidate, to be selected in Management Committee (MC) should be a resident member/ authorised resident Co-owner of the flat in case of Joint-owners, in CGMOWA.
- 28.10.2 The candidate, to be selected in Executive Committee (EC) should be a resident member/ authorised resident co-owner of the flat in case of joint-owners, in CGMOWA.
- 28.10.3 Proposer/ seconder should also be the member of the CGMOWA, subject to proposing seconding one candidate only
- 28.10.4 A member can contest for only one post subject to the conditions mentioned above. In case of joint owners only one of the resident owners can contest if authorised by the other owner
- 28.10.5 The Management Committee and the Executive committee members shall be honorary and no remuneration shall be paid, no monetary benefits for any of the committee members shall accrue.
- 28.10.6 The returning officer and election officer including their family members are not eligible to contest.
- 28.10.7 The Elected Core Committee members will not have or own any sort of commercial/ political/business establishments within CASA GRAND MIRO OWNERSWELFARE ASSOCIATION (CGMOWA)/ the Complex. He/She will not use or allow to use his his/ her position as Executive member to derive any business advantage by having direct/indirect business with/ within CGMOWA/ the Complex. Even after getting elected to the post they must not carry out any kind of business with/ within CGMOWA/ the Complex during their tenure.
- 28.10.8 All elected Core Committee members have to be legally and morally responsible for his clause and any selected member who has hidden the facts are punishable byelaw and immediately expelled from the Core Committee, all Advisory Committees & any other positions. Any decisions/ acts during such tenure are deemed illegal. Any losses/

damages/fraud caused or raised can be collected back from that particular person by mutual agreements/legal proceedings.

- 28.10.9 The contesting candidate should have not been convicted of an offence involving moral turpitude involving imprisonment.
- 28.10.10 Non-disclosure clause Elected Core Committee members should ensure that any information pertaining to the residence of the Complex is never disclosed
- 28.10.11 The intimation of election date, place, time, the name of the candidate, posts contested for shall be sent to The General Body Members by post/e-mail/both.
- 28.10.12 In the Society, the election shall be held between 10am-5pm; afternoons 1:00-2:00pm is interval time.
- 28.10.13 Election shall be conducted under the supervision of the Election Officer(s). If necessary the Election Officer has the right to appoint a person(s) to assist in his work.
- 28.10.14 Election shall be conducted through secret ballot system / e-voting combination of the above methods.
- 28.10.15 After the election is over, the result to be declared by the election officer.

29. ASSOCIATION NAME BOARD:

Sign Board of the Association with address and name should be placed in Tamil & English.

30. LETTER HEADS AND COMMON SEAL OF THE ASSOCIATION:

The Association shall have its Letter heads and Common Seal which shall be in the safe custody of the Honorary Secretary and shall be used under the authority of a resolution passed by the Managing Committee. Every Deed of Instrument to which seal is affixed shall be attested for or on behalf of the Association by two Management Committee members one of whom shall be president and Honorary Secretary or any other person authorized by the Association.

31. AFFILIATION:

The Association after approval by General Body can become a Member of any Federation of Apartment/Flat owners and Associations and pay the subscription and other applicable fees towards that from CGMOWA.

32. ETIQUETTE IN SOCIAL MEDIA AND IN GENERAL IN CC:

CGMOWA shall have authorized groups in social media apps via WhatsApp /any other apps for exchanging information on CGMOWA matters in social media which include

the social media apps/ other message exchanging utilities available for using future also. These medium of exchanges cannot be used for propaganda of false info. And personally accusing anybody using abusive language/ discussing anti-religious/expressing opinion on religious matters/ using the media for hurting and intruding in privacy of individuals are completely prohibited. CGMOWA has the right and power to take action against any person under relevant provisions of Information Technology Act/ any other applicable law of the land, if any person uses the social media for acting against the objectives of the CGMOWA. CGMOWA cannot be held responsible for any matters expressed violating laws and the person posting such matters alone can be held responsible for such acts.

33. JOINT CELEBRATIONS OF FESTIVALS IN THE COMPLEX:

By-Laws provide and encourage for all CC joint celebrations and festivals without religion bias to bring about communal harmony and peaceful co-existence for residents. Association may support and form task 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 residence perusal. If for such festivities the common areas are required to be used the same shall require approval of CGMOWA. The strengthening of camaraderie in CGMOWA will be the basis of such joint celebrations and festivities.

34. PARTICULARS OF THE MORTGAGE OR CHARGE TO BE FILLED WITH THE REGISTRAR:

The Particulars of the mortgage or charge required to be filled with the Registrar for registration under sub-section (1) of section 32 shall be in Form No. VIII and under sub-section (2) of section 32 shall be in Form No. IX as per the Property and Mortgage Registration Act of 1882.

35. AMENDMENT TO BY-LAWS:

The byelaws may be amended by the Association in a duly constituted meeting of the General Body, 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.

36. DISSOLUTION:

- 36.1 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 Section 41 and 42 of the Tamil Nadu Societies Registration Act 27 of 1975, as amended from time to time and the Tamil Nadu Apartment Ownership Act of 1994. If upon dissolution and after satisfaction of all the debts and liabilities of the Association, assets, if any, remaining in this 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.
- 36.2 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 shall apply.

37. COMPLIANCE:

The By-laws are set forth to comply with the requirement of the Tamil Nadu Society Registration Act, 1975 (Act XXVII of 1975) and Tamil Nadu Apartment Ownership Act, 1994.

In case if any of these by laws conflict with the provisions of the said Act, it is agreed and accepted that the provisions of the Act shall apply.