

TVH OURANYA BAY OWNERS ASSOCIATION (TVH OBOA)

BYE-LAWS & MEMORANDUM OF ASSOCIATION

**TVH Ouranya Bay
Rajiv Gandhi Salai (OMR)
Kazhipattur 603103
INDIA**

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TVH OURANYA BAY OWNERS ASSOCIATION

MEMORANDUM OF ASSOCIATION

(Registered under the Tamil Nadu Societies Registration Act, 1975)

Registration No.

1. THE NAME OF THE SOCIETY:

The name of the Society is TVH Ouranya Bay Owners Association (TVH OBOA).

2. OBJECTIVES OF THE SOCIETY

The objectives for which the Association is formed are as follows:

- a) 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 of ownership of the vacant land appurtenant to the building named TVH Ouranya Bay, Rajiv Gandhi Salai (OMR), Kazhipattur 603103.
- b) To look after general welfare and needs of the owners of the various apartments comprised in the complex, their authorized representatives and residents living in the complex.
- c) To provide necessary security arrangements in the complex, maintenance, repairs and replacements of all or any of the machinery, equipments and other articles attached with and in the common areas of the complex.
- d) To ensure provision of other facilities for peaceful and convenient living in the complex by the residents.
- e) To promote harmony and welfare of the members.
- f) To provide means of social interaction among the members and to hold and arrange conventions and meetings for discussion on matters of common interest of the members of the Association and others referred to above.
- g) 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.
- h) To assist in getting technical and other services relating to matters common in nature concerning the apartments in the complex.
- i) 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, Courts of law, Judicial, Quasi-judicial and other statutory bodies or tribunals or various matters concerning or affecting the interest of the Association / its members including safeguarding properties in the complex and other properties that may be acquired in future and to take such steps as are found necessary and feasible in this regard.

- j) To organize and conduct either on its own or jointly in collaboration with individuals or association, activities of social, cultural, educational, sports and games, physical cultures, musical concerts, discourses on religious matters, for the benefit of the members and others living in the complex.
- k) To raise funds by ways of subscription, contributions and donations from members and others so as to facilitate the conduct, of the above objects.
- l) To do all acts and things as are incidental, consequential and conducive to the attainment of the above mentioned objects and other matters of common interest, which may arise from time to time, not specifically provided for or mentioned in these presents and relating to the needs and welfare of the members of the Association and others living in the complex.

Subject to the provisions of the Tamil Nadu Societies Registration Act and other applicable laws, the Association shall have the power to amend or alter, add or vary or delete any of the clauses in the Memorandum of Association and/ or byelaws forming part of the Memorandum of Association with the approval of 75% of the members present and voting at a duly convened General Body meeting of the members of the Association by passing a special resolution.

3. Names and Addresses and Occupation of the members of the Committee, to whom the Management and conduct of the affairs of the Association are entrusted, are as follows:

Pursuance of the Memorandum of Association and have fixed our signature hereunder:

SUBJECT MATTER OF THE BYELAWS

1. THE NAME OF THE ASSOCIATION

The name of the Association is called "TVH OURANYA BAY OWNERS ASSOCIATION (TVH OBOA)".

2. ADDRESS OF THE REGISTERED OFFICE OF THE ASSOCIATION:

"TVH Ouranya Bay Owners Association" Rajiv Gandhi Salai (OMR), Kazhipattur – 603 103

(2a) The date of formation of the society : 26-April-2015

3. REGISTRAR OF THE DISTRICT WITHIN WHOSE JURISDICTION THE ASSOCIATION IS SITUATED

District Registrar within the registration district of Chengalpattu.

4. BUSINESS HOURS OF THE ASSOCIATION

10:00 AM to 01.00 PM and 03.00 PM to 05.00 PM or as may be decided from time to time except the weekly holiday on Tuesdays. The office will also remain closed on any other day notified by the Association in this behalf from time to time.

5. DEFINITIONS

In these byelaws, rules and regulations, unless the context otherwise requires:

- a) "COMPLEX" means the building known as "TVH Ouranya Bay, Rajiv Gandhi Salai (OMR), Kazhipatur 603103", all the structures and buildings constructed and to be constructed, civil, mechanical, electrical and other constructions 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.
- b) "Association" means the Association constituted by all the members, who are apartment owners, for the purpose of the building.
- c) "Owner" means a person who owns an apartment in the complex, TVH Ouranya Bay.

- d) "Member" means a member of the Association who is owner of an apartment in the building having Registered his/her share of UDS of land in the complex, and whose name has been included in the Registrar of Members maintained by the Association. If an apartment has been purchased jointly by two or more persons, they shall be joint owners and any one of the owners (as intimated in writing to the Association) shall be the member for the purpose of the affairs of the TVH OBOA and for the entitlement to vote.
- e) Nominee Member: The member can choose to nominate in writing any one of the following his / her spouse, father, mother, son, daughter to represent him / her as member including voting entitlement. They are categorized as "Nominated members". TVH OBOA to issue confirmation of nomination in writing within 15 days of date of receipt. The nomination shall be noted in the Register of Members. Any withdrawal / change in the nomination to be effective has to be made in writing and acknowledged by TVH OBOA.
- f) "General Body" means all the members of the Association.
- g) "Management Committee" means the governing body of the Association consisting of persons all of whom shall be members.
- h) "Management Committee" will have 18 members where 6 posts are Principal Office Bearers viz., "President", "Vice President", "Secretary", "Joint Secretary", "Treasurer" and "Joint Treasurer". Remaining 12 members consists of 2 representatives from each of the six Towers. All Management Committee members will be duly elected by the General Body.
- i) The Joint Secretary shall coordinate and share the work load with the Secretary in the day to day management of affairs. In the absence of Secretary, he will discharge the functions of the Secretary. The Joint treasurer shall coordinate and share the work load with the Treasurer in the day-to-day management. In the absence of Treasurer, he will discharge the functions of the Treasurer.
- j) To get elected as any of the Principal Office-bearers (President, Vice-President, Secretary, Joint Secretary, Treasurer, Joint Treasurer), the minimum qualification required is that they should own a apartment in their name either singly or jointly in Complex. Nominated members do not qualify for these positions. However, Nominated Members may be elected to the Managing Committee for positions other than the Principal Office bearers.
- k) "Year" means the financial year, April to March.
- l) "Common area and facilities" means:
 - (i) The land on which the "Community" is situated and all easements, rights and appurtenance belonging the land and building.

- (ii) The foundation, columns, girders, beams, supports, main walls, roofs, halls, corridor, lobbies, stairs, stairways, fire escapes, entrances and exits of the building, overhead tanks, water bodies, Sumps, Fire protection system, sky gardens, swimming pool, STP, Edeck, ETC,
- (iii) The basements, cellars, yards, gardens, parking areas (excluding those in the basement paid for by owners for their exclusive use) and storage spaces.
- (iv) The premises and area used by persons employed for the management of the property.
- (v) The installation of central services such as generators, power, light, gas, hot and cold water, water treatment, heating, refrigeration, air conditioning, incinerating, fire safety systems and sewerage.
- (vi) Elevators, tanks, pumps, motors, fans, compressors, ducts, smoke alarms and in general all apparatus and installations existing for common use.
- (vii) All other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use.
- m) "Act and Rules" wherever they occur shall respectively mean "The Tamil Nadu Societies Registration Act, 1975" and "The Tamil Nadu Societies Registration Rules, 1978".
- m) "Parking Space" means the space either open or covered within the complex earmarked for parking of vehicles including two wheelers and includes a covered / open car parking area owned by a member.
- n) "Prescribed form" means the form prescribed by the Association and detailed in the Annexure hereto.
- o) "Reserve Fund" shall mean the fund created under the byelaws.

Note: In these byelaws, 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 gender respectively.

6. OBJECTIVES OF THE ASSOCIATION

The objectives for which the Association is formed are as follows:

- a. To take charge of all open space, common areas 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 of ownership of the vacant land appurtenant to the building named TVH Ouranya Bay, Rajiv Gandhi Salai (OMR), Kazhipattur –Padur. 603 103.
- b. To look after general welfare and needs of the owners of the various apartments comprised in the complex, their authorized representatives and residents living in the complex.
- c. To provide necessary security arrangements in the complex, maintenance, repairs and replacements of all or any of the machinery, equipments and other articles attached with and in the common areas of the complex.
- d. To ensure provision of other facilities for peaceful and convenient living in the complex by the residents.

- e. To promote harmony and welfare of the members.
- f. To provide means of social interaction among the members and to hold and arrange conventions and meetings for discussion on matters of common interest of the members of the Association and others referred to above.
- g. 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.
- h. To assist in getting technical and other services relating to matters common in nature concerning the apartments in the complex.
- i. 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, TWAD, Panchayat, Courts of law, Judicial, Quasi-judicial and other statutory bodies or tribunals or any public or private institutions, on various matters concerning or affecting the interest of the Association / its members including safeguarding properties in the complex and other properties that may be acquired in future and to take such steps as are found necessary and feasible in this regard.
- j. To organize and conduct either on its own or jointly in collaboration with individuals or association, activities of social, cultural, educational, sports and games, physical cultures, musical concerts, discourses on religious matters, for the benefit of the members and others living in the complex.
- k. To raise funds by ways of subscription, contributions and donations from members and others so as to facilitate the conduct, of the above objects.
- l. To do all acts and things as are incidental, consequential and conducive to the attainment of the above mentioned objects and other matters of common interest, which may arise from time to time, not specifically provided for or mentioned in these presents and relating to the needs and welfare of the members of the Association and others living in the complex.

7. NAME OF THE PERSON OR OFFICER, IF ANY, AUTHORIZED TO SUE OR TO BE SUED ON BEHALF OF THE SOCIETY.

The Secretary of the Association for the time being in office and where there is a vacancy in the office, the Joint Secretary, any other office bearer of the Association nominated to perform the duties of the secretary.

8. MEMBERS

a. Enrolment of Members

- I. An apartment Owner in TVH Ouranya Bay, who has submitted his / her proof of ownership and paid the Membership fee as fixed by the General Body shall apply to the secretary to become a Member of the Association and his name will be entered in the Register of Members after scrutiny.

- II. Every member, shall be required to deposit a sum of Rs. 2,000/- or later higher as may be decided by the General Body, with the Association to serve as Reserve Fund for such use as may be decided by the General Body at its Annual General Meeting.
- III. Any member intending to sell his apartment shall notify the association in the prescribed form.
- IV. Each member will be given a copy of the Byelaws. Each tenant can get a copy of the same on payment of Rs. 50/-.
- V. Every member who lets out the apartment shall file with the association a copy of the lease agreement disclosing the apartment number, name of tenant, period of lease / tenancy agreement.
- VI. It shall always be the responsibility of the owner concerned to keep the Association informed in writing about the change of occupancy of his apartment if it is not occupied by the owner himself.
- VII. Every new occupant or tenant shall be bound by these byelaws, rules and regulations.

Creation of corpus fund: To meet the futuristic expenses relating to building like the painting the exteriors, Repairs and Renewals of capital assets like Lift, STP etc, a corpus fund shall be created with a contribution as decided in the General Body. The funds from this shall be maintained in a separate FD account with a commercial Bank and shall be used for above purposes only. Withdrawal and Replenishment of Corpus fund shall be discussed and approved in the General Body as and when necessary.

b. Maintenance Charges and other dues

- i) The recurring monthly maintenance charges are to be paid by each owner not later than the 10th of the month for the month. In case of delay in payment, a late fee of Rs. 5/- per day shall be payable.
- ii) The charges thus levied would be calculated on the super-built-up area of the apartment (as mentioned in the construction agreement). The charges are subject to periodic review depending on the actual expenditure towards maintenance of common areas and facilities and would be fixed by the General Body.
- iii) All other expenditure i.e., increase in maintenance charges, painting of the common areas / exteriors, capital expenditure towards replacement or substantive repairs to generators, lifts, tanks, pumps, motors etc., will be on a pro-rata basis as is currently adopted for Maintenance charges.
- iv) The responsibility for payment of maintenance charge and other dues shall solely be that of the owner notwithstanding any arrangement he may have entered into with his tenant/occupant.
- v) If an owner's maintenance and or other dues, reckoned from the due date, (regardless of the amount) remain unpaid for two or more months, the Management Committee is empowered, after serving due notice to the owner / tenant to suspend services that are provided by the Association commonly to all owners, as permitted by the laws of the land. The Management committee is also empowered to suspend other services as may be permitted by the laws of the land enacted in the future. If payment is

made for such dues by the tenant ,on behalf of the owner, and there have been frequent delays /defaults in payment of such dues, Management Committee may , besides imposing late fees as indicated above, require the owner to terminate the tenancy of the tenant, after giving such notice as may be required under the tenancy agreement/ arrangement, in the interest of the congenial atmosphere and proper maintenance of the common areas and facilities.

vi) Owner / tenant is liable to pay a sum of Rs. 500/- towards restoration of suspended services.

Every apartment owner shall pay dues by way of water /sewage tax/charges to the concerned authorities promptly, since a default in this regard might involve disconnection of supply/disposal for the entire building. Such default would attract action by the Association as contemplated in V above. This will come into force when water/ sewage connection is given by the local body.

Every apartment owner shall also pay promptly and within the due date, dues to the State Government or any other statutory body which would have a bearing on the provision, by the Association of common services and facilities to its members. In the event of the Association paying up the water tax / charges and other dues on behalf of the member, in the interest of the Members, such payment should be promptly reimbursed to the Association by the Member concerned, together with late fees payable if any. Failure in this regard will attract action under subsection V above.

9. RESPONSIBILITIES OF MEMBERS

- i. An owner must perform all maintenance and repair work within his own apartment.
- ii. An owner shall submit to the Association such documents as are required to support his ownership of the apartment as required by the Association.
- iii. An owner shall ensure that his apartment is occupied only for RESIDENTIAL PURPOSE. He shall not also let out his apartment premises other than for RESIDENTIAL PURPOSE and he shall further ensure that the apartment is not used for any unlawful activities.
- iv. An owner shall maintain the interior of his apartment 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 concerned or the enjoyment of the rights and facilities by other members concerned. Should any common area(s) including basement be affected by leaks / defective flooring inside any apartment, as determined by an outside engineer, such leaks / defects should be rectified by the apartment owner at his cost. In case of no response, the Management Committee could, after giving notice of at least seven days, carry out the rectification work and the cost will have to be reimbursed by the apartment owner on demand.
- v. An owner who is not an individual shall inform in writing the name of the juridical person to the Association.

- vi. All repairs of internal installations of the apartments such as water, light, gas, power, sewage, telephone, air-conditioners, sanitary installations, doors, windows, lamps and all other accessories shall be at the expense of the apartment owner concerned.
- vii. An owner shall reimburse the Association expenditure incurred in repairing or replacing any common area / facility damaged due to his or his tenant or occupier's fault.
- viii. An owner (or his tenant) shall not carry out any structural modification or alteration or installation located in his apartment without the owner seeking the permission of the Association in writing. If any such structural modification etc. has been carried out without the permission of the Association and the permission cannot also be granted, the owner would be required to restore the status quo ante. If this is not done by the owner within the time indicated by the Management Committee, the latter could restore the status quo ante after giving notice of seven days and charge the owner with the expenditure incurred and he would have to reimburse the Association such expenditure within a week from the date of the claim.
- ix. An owner (or his tenant) shall not place or cause to be placed in the lobbies, vestibules, corridors, stairways, elevators and other areas of a similar nature both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used only for normal transit through them. An owner(or his tenant) shall refrain from smoking/spitting and any act of nuisance in the common areas .
- x. An owner (or his tenant) shall grant right of entry to the apartment to any other person authorized by the Management Committee in case of emergency whether the owner or tenant is present in the apartment at that time or not.
- xi. An owner (or his tenant) shall not display any sign board or advertisement in or on the building except as permitted under the regulations framed by the Association;
- xii. An owner (or his tenant) shall take care not to cause any excessive noise through the use of musical instrument, radio, television etc as to disturb the peace of co-owners / residents.
- xiii. An owner (or his tenant) keeping a domestic animal shall abide by such regulations as may be framed by the Association.
- xiv. An owner (or his tenant) shall abide by the regulations framed by the Association in regard to the use of the apartment ,common areas, facilities and services.
- xv. At the event of the occupants need to be away for longer periods resulting in keeping the apartment closed, the

member concerned will inform the Association in advance for safety and security purposes.

- xvi. Owner/tenant shall not install any water storage tank inside the apartment for any reason. Owner/tenant shall keep all the taps /water outlets closed when not in use and report any leakages . Owner/tenant shall keep the garbage chute door and the garbage room door closed.
- xvii. No member shall let out his / her apartment for stay of students without their parents staying along with them. If a apartment is rented out to un-married / non-family occupants, the number of occupants will not exceed two per bed room. Prior concurrence of TVH OBOA to be obtained in such cases, prior to firming up the renting arrangement.

10. RIGHTS OF MEMBERS

- I. **VOTING RIGHTS:** A member shall be entitled to one vote for each apartment owned by him. For removal of doubt, it is hereby clarified that while a proxy can vote, he cannot speak or participate in any discussion in a General Body Meeting. Participation in discussion can only be done by members.
- II. **OTHER RIGHTS:** Every member has a right to receive a copy of the memorandum, byelaws, rules and regulations and guidelines prescribed by the Association at the time of his enrolment. Any subsequent requirement and supply will be on payment of fee of Rs. 50/- per copy. Every member, subject to what is contained in above, shall have a right to participate in the discussions and exercise his vote and also to appoint a proxy in writing, in the prescribed form, to vote on his behalf.

11. CODE OF CONDUCT

- a. TVH Ouranya Bay is a residential complex. No owner or tenant or occupier shall carry out at any time or suffer to be carried on in the apartment or any part thereof occupied by him, any trade, business or vocation or activity commercial in nature or any noisy, offensive or dangerous, trade or pursuit or unlawful and immoral activities, causing nuisance, hindrance, annoyance or danger to any neighbours or depreciate the value of the said apartments or any part thereof as residential property in any manner whatsoever.
- b. The rights of any owner / tenant / occupier over the common areas in the complex shall be subject to the guidelines framed in this regard by the Association from time to time.
- c. Every occupant (Owner or tenant) of a apartment shall intimate in writing to the Association whenever he wants to vacate a apartment

at least 72 hours in advance. Similarly, every new occupant (owner or tenant) of a apartment shall follow the same procedure before occupation. This is required for security reasons which will be strictly enforced. The Association will issue necessary instructions to the Security for the movement of household articles from and to the complex.

- d. Every member or his tenant shall be bound by these byelaws and resolutions passed by the General Body from time to time and no member has any right to question the enforcement of byelaws or the general body resolutions by the Management Committee or by any person or persons authorized by the said committee.
- e. Intimation should be given to the Association, within 72 hours from the date of execution of the Lease deed / finalization of tenancy agreement, by the owner while letting out his apartment for rent to enable the Association to maintain an up-to-date record of residents for providing common services, to bring to the notice of the owner dues, if any, to the Association, from the apartment and to provide a copy of the Byelaws of the Association to the tenant (on payment of Rs. 50/-) whose compliance shall be binding on him. The letting out of the apartment shall be strictly for residential use. As compliance with the Byelaws is mandatory for all residents, the owner shall be well advised to incorporate in the lease agreement entered into with the tenant a clause to this effect so that he may proceed, if need arises, either on his own accord or at the instance of the Association, against the tenant for breach of any of the byelaws.
- f. 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 execution of the sale deed. It shall also be obligatory on his part to apprise the purchaser about the existence of the Association and its byelaws and obtain a letter from the purchaser that the latter would agree to abide by these Byelaws as amended from time to time. 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. After receipt of dues from the apartment, if any, to the Association and application in the form prescribed in Annexure II, the Association shall issue an intimation to the Transferor / Transferee that the proposed transfer of ownership of the apartment has been taken on record and the purchaser would be entitled to become a member of the Association, with all the attendant benefits by way of common services and facilities provided by the Association, after the transfer of ownership is completed.
- g. Members should refrain from using any staff of the Association, staff of any service providing companies like Security, Housekeeping etc., for any personal work during their working hours.
- h. Members' Services are generally honorary in nature and no member should generally be considered for employment on remuneration / salaried basis.

- i. In the rare case of full time service, and member(s) ready to take up the service only on a paid compensation basis, the member(s) shall be interviewed by a committee consisting of not less than 4 persons out of which 2 will be from the Management Committee, 1 non MC member preferably a professional and an independent outside Professional.

12. RESTRICTIONS IMPOSED ON MEMBERS

The right to attend and participate in the meetings of the Association and vote therein at shall stand suspended in the case of a member of the Association who:

- i) has misused his apartment for illegal / immoral purposes.
- ii) has been in the habit of committing breaches of any of the provisions of the byelaws and / or guidelines of the Association, which, in the opinion of the Management Committee, are of serious nature.
- iii) The car parking slots allotted to members shall not be used for purposes other than parking their own or tenants' car .
- iv) Residents Vehicles (4 wheeler and 2 wheelers and cycles) should be parked in the slots /areas allotted to them. For security reasons and easy verification by the security guards stickers issued by TVH OBOA should be prominently displayed in the vehicle.
- v) In case of any unauthorized parking, TVH OBOA is empowered to carry out wheel locking on the cars and other vehicles against written complaint from the slot owner concerned. In the case of un-authorized parking in common areas including drive-ways, wheel locking shall be done by the Security personnel. Unlocking shall be done against payment of fines / penalties as may be advised by from time to time.
- vi) Notwithstanding the above ,the Management committee shall have the discretionary powers to take such other action as is considered fit and necessary.

13. MANAGEMENT OF THE AFFAIRS OF THE ASSOCIATION:

- i) The management of the affairs of the Association shall rest with a Management Committee consisting of the President, Vice President, Secretary, Joint Secretary, Treasurer and Joint Treasurer and other committee members (tower representatives). The posts of President, Vice President, Secretary, Joint Secretary, Treasurer, Joint Treasurer shall be elected by the General Body. They form the Principal office bearers. Other committee members to represent the individual towers can be nominated in the General body.
- ii) Vacancies by resignation or otherwise in the posts of President, Vice president, Secretary, Joint secretary, Treasurer, Joint treasurer may be filled up temporarily by the Management Committee authorizing any one of the committee members to discharge the duty of the office. Within a period of

maximum 3 months, the said vacancy should be filled up by conducting a proper election.

iii) Once elected, the term of office of the Members of the Committee shall be for two years from the date of their election. They shall continue till the next AGM even if a period of two year is completed.

iv) Member of the Management Committee may continue if he/she opts to, and expresses his/her wish in the AGM , in case the General Body has not been able to elect them for want of nominations to these posts.

v) The Management Committee may allot portfolios and responsibilities to members of the Committee for studying issues in depth and reporting to the Committee. The decision on all matters shall be taken only by the Management Committee or a subcommittee of the Management Committee, consisting of not less than 6 members, constituted by the Management Committee.

vi) Vacancies arising in the posts of ordinary Committee Members by resignation or otherwise may be filled up by the Principal office bearers, by co-option.

However it should be ensured that at no point of time the total number of Managing committee members be reduced to less than the minimum specified .

vii) The co-opted Committee members shall retire at the AGM / EGM held after their co-option unless their co-option is ratified in the General Body.

viii) Members of the Management Committee may be removed from their post, even before their term is completed, on the basis of a complaint made, in writing, to the Management Committee by 20% of members and by a simple majority of members present and voting in a General Body Meeting on its being convened for the above purpose.

ix) An MC member automatically ceases to be a member of the Committee if he / she absents (without leave of absence being granted by the MC on the request made by the MC member) for 3 MC meetings consecutively and a member of the committee who is not able to attend any meeting for 3 months for whatsoever reasons shall also cease to be a member of the MC after the expiry of 3 months.

x) Principal office bearers of the association

a. **President:** The President shall preside over all meetings of the Management Committee, Annual General Meeting, and Extraordinary / Special General Meeting and have general control of the management of the Association, its property and finances. 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 that meeting. Any temporary vacancy in the Management Committee shall be filled up by the President till the election of a new committee at the Annual General meeting.

b. **Vice President:** In the absence of the President the Vice President shall preside over all the meetings and discharge all the functions of the President.

c. **Secretary:** The Secretary shall be the Executive officer and shall be responsible for the convening of the meetings of the Management Committee. He shall keep proper minutes of all the meetings, shall carry out the decisions of the Management Committee and the General Body and shall conduct all correspondence on behalf of the Association with statutory and other outside bodies.

d. **Joint secretary** :The Joint Secretary shall coordinate and share the work load with the secretary in the day to day management of the Association. In the absence of the secretary, he will discharge the functions of the secretary.

e. **Treasurer**: The treasurer shall be in charge of the finances of the Association, shall have proper accounts maintained and shall operate the bank accounts of the Association along with either the Secretary or the President.

f. **Joint Treasurer**: The Joint treasurer will coordinate and share the work load with the Treasurer in the day to day management of the Association. In the absence of the Treasurer, he will discharge the functions of the Treasurer.

xii) Powers and responsibilities of the Management Committee

a. Taking over complete charge from the Developers of the TVH Ouranya Bay of all the common facilities and amenities in the Complex and receiving the accounts and the amounts of the funds, fees, charges, penalties, levies and any other payment collected by the Developer from the apartment owners towards provision and or maintenance and upkeep of the such common facilities and amenities.

b. Receiving all the original title deeds, approved plans, sketch of all various utilities such as electricity, gas, water, sewage, drainage pipelines. This should also include STP lines, telecom lines, various equipments, etc.

c. Obtaining from the Developers/Builders 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.

d. Receiving the NO dues /No objection certificates from the Bankers/institutions .

e. Conduct of the meetings of the General Body and maintenance of accounts of the Association and matters incidental thereto.

e. Appointment and renewal of Facility Management Company (i.e. an organization which shall have responsibilities for managing the infrastructure and facilities of the Complex including accounting and Reality Services functions (receiving cheques, giving receipts to members, depositing cheques in the bank, sending out reminders to members who have dues, agency services for sale and renting out of apartments in the complex) and the terms thereof with the approval of the General Body. Managing the commercial facilities in the complex.

f. Maintenance, repair and replacement of the common areas and facilities and for the purpose enter into Annual Contracts with various vendors. Collection of maintenance and other dues from members and taking such measures as may be necessary for the purpose. Review of work of the Facility Manager and other

vendors employed for maintenance of the complex and provide reports on their performance to the General Body periodically. Maintenance of the accounts of the Association and matters incidental thereto.

- g. Laying down regulations in the use of common areas and facilities in the interest of the members. To give due publicity to the draft regulations frame by exhibiting them in the notice boards, invite suggestions from members and finalise regulations.
- h. The Management committee shall have the power for incurring of any emergency capital expenditure or replacement of one single item not exceeding Rs.1,50,000/- and to incur expenditure up to Rs.50,000/- in emergency and essential cases subject to ratification by the AGM.
- i. Respond in writing to any feedback, grievance, suggestion received from a member in incurring of revenue expenditure relating to routine and normal maintenance and incurring of capital expenditure which has been already approved by the General Body.
- j. Arbitrate in relation to complaint ,relating to maintenance and building related issues by one resident against the another. Management committee shall after hearing both parties give a decision which shall be binding on the parties.

xiii) Meetings of the Management Committee

- a. President, or the Vice President in the former's absence, shall preside over meetings of the Management Committee. Meetings of the Management Committee shall be held once a month.
- b. The quorum for the meeting of the Management Committee shall be seven personally present. In respect of meetings of the Management Committee, three days' notice shall be given to the members.
- c. Secretary shall draw up the agenda for the meeting in consultation with the President. Brief on the individual items to be discussed shall be circulated to all MC members along with the Meeting Notice to enable members attend well prepared and actively participate in the meeting.
- d.** Recorded Minutes of discussion of earlier meeting shall be read out by the Secretary and ratified by MC members, before commencing the proceedings. The ratified minutes shall be circulated on our website as well as Notice boards for information of members.

xiv) Annual General Meeting (AGM)

- a. The annual general meeting shall be held once a year on a date within six months from the closure of the accounts of the previous financial year and at a suitable place within the premises convenient to the members as may be decided by the Association.
- b. Notice for the AGM along with copy of the audited accounts & report of the auditors to be placed in the meeting shall be issued with 21 clear calendar days before the date of the meeting. The notice shall specify the venue, date, time and agenda of the meeting. Any Resolutions to be (discussed) moved in the AGM

should be circulated to all members at least 10 calendar days prior to meeting date along with suitable explanatory statement / purpose.

- c. The resolution to be moved at the AGM shall require notice of 15 clear calendar days in writing to the Secretary. Wherever necessary, the resolution to be moved should be supported by an explanatory note.
- d. The agenda for the AGM shall be the following:

- Annual report and accounts of the Association during the preceding year;
- Auditor's report for the previous year and passing of the accounts;
- Review of the performance of the Facility Manager;
- Status in regard to the dues of members to the Association and measures taken for their prompt collection;
- Performance vis-a-vis the budgeted amount for the previous year (with explanation for wide variations, if any) and Annual Expenditure Budget for the current year;
- Election of the Principal office bearers of the Management Committee;
- Any other matter with the permission of the Chair.

xv) Extraordinary / Special General Meeting (EGM/SGM)

Extra-ordinary / Special General Meeting can be called for by the Management Committee or requisitioned by a member. Ordinarily, 21 calendar days clear notice shall be given for the meeting. Depending on the exigencies of the situation, the Managing Committee shall decide a shorter notice period but it shall not be less than 10 days. The notice shall specify the venue, date, time and agenda of the meeting. If the meeting is requisitioned by a member (members with arrears of dues cannot requisition a meeting), the requisition shall be in writing, supported by suitable explanatory notes, and shall be signed by at-least 10% of Registered members. On receipt of such a requisition, the Managing Committee shall convene the EGM / SGM. Minimum seven days' notice shall be given for convening of the meeting. Brief / explanatory statement on the items to be discussed should be circulated along with the meeting notice. The agenda for the meeting shall be restricted to the purpose/s for which the meeting has been requisitioned by a member.

xvi) Rules relating to conduct of the Annual General and Extra ordinary / Special General Meeting.

- a. The attendance at the meeting shall be restricted to the members. The quorum for the meeting shall be a minimum 30 Registered members.
- b. Every member shall be entitled to a single vote.
- c. Vote shall be cast in person or through a proxy. A member can nominate one owner or a tenant 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.
- d. Proxy to be valid shall be lodged with the Election Authority at least 72 hours before the meeting. Received proxies shall be verified and entered in the Proxy register and the same will be available for inspection by members on the date before and during the meeting.

- e. Voting shall ordinarily be by show of hands except in special cases where the General Body decides a secret ballot.
- f. The decision of the General Body shall be by a simple majority of members present and voting in the meeting.
- g. In the case of amendment to bye-laws / MOA / change in Service Provider / adoption of accounts, same gets approved only when two third of the member's present vote in favour. Every vote to have equal weightage irrespective of the area represented by the members.

14. BANK ACCOUNT

One or more bank accounts shall be maintained, in the name of the Association for depositing the funds of the Association or for investing them. Accounts shall be opened only with a scheduled commercial bank and shall be operated jointly by the Treasurer and in his absence by the Joint Treasurer, and the Secretary or President. The decision to open, maintain and close any bank account and investment of funds, during the financial year, (with explanatory notes) shall be reported by the President in his report to the General Body at the Annual General Meeting.

Accounts-Periodical Information: The Treasurer shall present the latest financials (Income and Expenditure statement) to the Management Committee every quarter for approval, and publish the same on our website as well as Notice boards for information of members.

15. FILING WITH THE REGISTRAR:

The preparation and filing of such records, annual or other statements which are specified in the Act and Rules, is the responsibility of Management Committee members of the Association. The Secretary shall ensure this requirement is complied with and confirm compliance to the Management Committee members at the end of each quarter by email and to the members in the General Body.

16. THE AUDIT OF ACCOUNTS

- a. The audit of accounts and preparation of balance sheet for each financial year with reference to Section 16 of the Act and the person or persons appointed to do such audit.
- b. A chartered accountant 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, statutory compliances required and tax, if any, payable.
- c. 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.
- d. The income and expenditure of the association & balance sheet will be placed at the time of Annual General Body meeting of the Association and every member can inspect the same on prior intimation to the office and the member

will be permitted to do so only at the premises of the Association office /Association office Notice Board.

e. A copy of the Income and Expenditure statement will be exhibited in the Association Office Notice Board, Block Notice boards and the Notice board of the Web portal.

f. Internal Audit Committee: An independent Internal Audit committee comprising 2 members conversant with the auditing and accounting function, and not holding any position in Managing Committee, shall be formed as approved in the General Body for a period of 2 years. The Committee's responsibilities include expenditure audit, checking compliance to the regulatory requirements like submission of periodical statements / details to the Registrar of Societies and other related authorities, compliance to tax regulations. Audit frequency shall be half-yearly. Audit report shall be submitted to the Managing Committee, and thereafter to the General Body for information and necessary action.

17. Portal Censoring Authority:

The General Body shall appoint three members, who are not part of the Management Committee, to constitute the Censoring Authority for screening the messages, identifying offensive content like abusive language, personal attacks, maligning, etc., and deleting them from the official web portal of TVH OBOA by a majority decision. Other than the above Censoring body, no other member has any authority to delete the posting on the portal. Decision of the Censoring body, taken by majority, is final and binding on members.

18: Election Authority:

The General Body shall appoint a three member body as Election Authority to conduct the electoral process including a) checking quorum availability, b) identifying member's eligibility to contest elections for the posts of Principal Office bearers and Management Committee members, c) Receiving and scrutinising the Proxies and causing it to be entered in the proxy register. d) confirming eligibility to vote in the meetings(AGM / EGM / SGM), issuing Voting Slips, monitoring the voting process, declaration of voting results on each issue etc. Decision of this authority, taken by majority, shall be binding on all members.

19. INDEMNITY:

The Principal Office bearers and other members in the Management Committee will be indemnified in respect of any bonafide action taken by them in connection with the affairs of TVH OBOA and in good faith.

20. DISQUALIFICATION:

No apartment owner is entitled to vote on the election of members of the Management Committee or participate in the proceedings of any meeting of the

General Body if he is in arrears of maintenance fees or other dues to the Association as on the date previous to the date of meeting of the General Body, as certified by the Treasurer. No apartment owner would be entitled to stand for election to any office of the Management Committee if he has any dues to the Association, as certified by the Treasurer, as on the closing day of nomination for election to the post.

21. 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.

22. AMENDMENT TO BYELAWS:

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 two third of the members present and voting in the meeting. It shall also be notified to the Registrar of societies immediately.

23. DISSOLUTION:

The Association may, by special resolution, determine that it shall be dissolved and thereupon it shall stand dissolved forthwith. The Association shall stand dissolved as per the procedures laid down in sections 41 and 42 of the 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 its name shall not be distributed to the members but shall be passed on to another registered body, having the same or similar objectives, as may be determined by the Association.

Any other matter, not specifically stated herein, the provisions of the various sections of the Tamil Nadu Societies Registration Act, 1975 and the Rules framed there under shall apply.

FORM NO.V

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

Under sub section (1) of section 13 of the Tamil Nadu Societies

Registration Act, 1975 (Tamil Nadu Act 27 of 1975)

1. Name of the society: TVH OURANYA BAY OWNERS ASSOCIATION

2. Date of registration:

3. The registration:

4. Presented by:

To

The Registrar of Societies,
Chengleput Taluk,
Kanchipuram District,
Tamil Nadu

Dear Sir,

TVH OURANYA BAY OWNERS ASSOCIATION hereby gives you notice under sub section (1) of section 13 of the Tamil Nadu Societies Registration Act, 1975 (Tamil Nadu Act 27 of 1975) that the registered office of the Society situated at Rajiv Gandhi Salai (OMR), Kazhipattur 603103.

Dated Signature

FORM NO.VI

(See Rule 16 of the Tamil Nadu Societies Registration Rules, 1978)

Register of Members under sub section (1) of section 14 of the Tamil Nadu Societies Registration Act, 1975 (Tamil Nadu Act 27 of 1975)

1. Name and address of the Society:

TVH OURANYA BAY OWNERS ASSOCIATION

Rajiv Gandhi Salai (OMR), Kazhipattur 603 103

2. Date of Registration :

3. The registration number and year of registration:

4. Details of Members :

S. No.	Name of Member	Address	Occupation	Date of Enrolment	Date of Removal	Remarks