

MEMORANDUM OF THE ASSOCIATION

AMAZE BY URBAN TREE APARTMENT OWNERS' ASSOCIATION, **PORUR**

1. Name:

The name of the Association shall be "AMAZE BY URBAN TREE APARTMENT OWNERS' ASSOCIATION, **PORUR**".

2. Registered Office:

The registered office of the Association shall be situated at AMAZE BY URBAN TREE APARTMENT, KAAVIYA GARDEN, BHARTHIAR STREET, RAMAKRISHNA NAGAR, 4TH MAIN ROAD, PORUR, CHENNAI - 600116, TAMILNADU.

3. Date of formation:

The Association was formed on _____

4. Date of Registration:

The Association was registered on _____

5. Office of Registration:

At Office of the Registrar of Societies, **Chennai South**, Tamil Nadu under the provisions of the Tamil Nadu Apartment ownership Act, 2022.

6. Business Hours:

The business hours of the Association shall be between 9am to 6pm with a one-hour lunch break between 1pm to 2pm.

7. Holidays:

All Sundays, Government holidays and Festival holidays as declared by the Government of Tamil Nadu.

The Association "AMAZE BY URBAN TREE APARTMENT OWNERS' ASSOCIATION **PORUR**" is formed and shall function in compliance to the mandatory norms governed by Tamil Nadu Apartment ownership Rules, 2024 and in exercise of the powers conferred by The Tamil Nadu Apartment ownership Act, 2022.

1 PRELIMINARY

- 1.1 The name of the Association shall be "AMAZE BY URBAN TREE APARTMENT OWNERS ASSOCIATION, **PORUR**", hereinafter referred to as "AMAZE". It is registered with the Registrar of Societies under the provisions of the Tamil Nadu Apartment Ownership Act, 2022.
- 1.2 The registered office of the Association shall be located at Amaze by Urban Tree Apartment, Kaaviya Garden, Bharthiar Street, Ramakrishna Nagar - 4th Main Road, Porur, Chennai - 600116, Tamil Nadu
- 1.3 The area of operation of the Association shall be confined to the residential apartment complex known as "AMAZE", comprising Blocks A to C. This includes the premises on which the blocks are constructed, along with the associated common areas and amenities. The Association shall deal with apartment owners, their GPA holders, tenants, licensees, and occupants, including but not limited to members and residents.

2 INTERPRETATIONS & DEFINITIONS:

Unless otherwise specifically provided in these Bylaws, the following words and terms shall have the meanings assigned to them herein.

- 2.1 **"Act and Rules"** refers to the Tamil Nadu Apartment Ownership Act, 2022 and the Tamil Nadu Apartment Ownership Rules, 2024
- 2.2 **"Association"** means the Amaze by Urban Tree Apartment Owners Association, **Porur**
- 2.3 **"Amaze by Urban Tree"** or **"AMAZE"** refers to the set of residential blocks (A to C) and the associated common areas and amenities located at Amaze by Urban Tree Apartment, Kaaviya Garden, Bharthiar Street, Ramakrishna Nagar - 4th Main Road, Porur, Chennai - 600116, Tamil Nadu.
- 2.4 **"Bylaws"** shall mean the registered By-laws of the Association namely "Amaze by Urban Tree Apartment Owners Association, **Porur**" and as amended from time to time.
- 2.5 **"Developer/Builder"** means M/s. URBAN TREE ZIVAH REALTY LLP, a subsidiary of Urban Tree Infrastructure Private Limited who developed and constructed Amaze by Urban Tree.

- 2.6** "Flat" or "Apartment" means a separate and self-contained residential unit located in any of the three blocks, namely Blocks A to C, forming part of the *Amaze by Urban Tree* Apartment Complex, situated at Kaaviya Garden, Bharathiar Street, Ramakrishna Nagar – 4th Main Road, Porur, Chennai – 600116, Tamil Nadu, and covered under a Registered Sale Deed through which the said unit has been purchased.
- 2.7** "Owner" means an individual, partnership firm, HUF, Company, or Association of Persons owning a Flat / an apartment in Amaze by Urban Tree Apartment acquired through a registered instrument from the Builder or any subsequent transferee(s) from the Owner. If the Flat / Apartment is not owned in the Individual name, the owner shall represent only through legally authorized person(s).
- 2.8** "Member" means all the apartment owners at the complex known as Amaze by Urban Tree Apartment, Kaaviya Garden, Bharthiar Street, Ramakrishna Nagar - 4th Main Road, Porur, Chennai - 600116, Tamil Nadu shall be an automatic member of the association, **promotor shall become the member for the** unsold house units.
- 2.9** "Co-Member" means the Joint owner, whose name appears in the second place in the ownership document of the apartment.
- 2.10** "Resident Member" means a member of the association who is residing in the apartment of Amaze by Urban Tree Apartment Owners Association.
- 2.11** "Resident Co-Member" means the co-member of the association who is residing in the apartment of Amaze by Urban Tree Apartment Owners Association.
- 2.12** "Common areas and Amenities" include, but are not limited to: the gym, multi-purpose hall, yoga hall, podium, indoor games room, kids' room, maintenance office, guest room, mini theatre, four-wheeler/two-wheeler parking areas, corridors on all floors in all blocks, lifts and lift lobbies, open terraces, open spaces, doorways, all open spaces within the compound, driveways including the entrance driveway, and the security room. These areas are intended for the shared use and enjoyment of all residents, their guests, visitors, and employees.
- Additionally, the common infrastructure and installations comprise all common lighting systems, electric wiring in common areas, fire escapes and safety systems, broadband and DTH infrastructure, management and administration areas, borewells with pumps, water tanks within the compound, plumbing and pumping networks, foundations of compound walls and pump houses, sewage and water supply systems, ducts, sumps, tanks, pumps, fans in common areas, sewage and water treatment plants (STP/WTP),

generators, and power backup systems. These components are essential for the operation and maintenance of the residential complex and are collectively maintained by the Association.

- 2.12.1** The land on which the “Apartment” is situated and all easements, rights and appurtenant belonging to the land and building;
- 2.12.2** The foundation, columns, girders, beams, supports, main walls, roofs, terrace, halls, corridors, lobbies, stairs, stairways, fire escapes, entrance and exits of the building;
- 2.12.3** The basement, cellars, yards, gardens, parking areas (excluding those in the covered parking area that have been paid for by the owners for their exclusive use) and storage spaces;
- 2.12.4** The premises and area are used by persons employed for management of the property.
- 2.12.5** The installation of central services such as generators, power, light, gas, and sewerage;
- 2.12.6** Elevations, tanks, pumps, motors, fans, compressors, ducts, sumps and in general all apparatus and installations existing for common use of all Owners;
- 2.12.7** All other parts of the Apartments that is necessary or convenient to its existence, maintenance, and safety or normally in common use.
- 2.13** “Premises” shall mean the land and building situated at Amaze by Urban Tree Apartment, Kaaviya Garden, Bharthiar Street, Ramakrishna Nagar, 4th Main Road, Porur, Chennai, Tamilnadu-600116 comprised in – **Survey no: 291/1A & 298/1 (Part) situated at Porur Village, Maduravoyal (Earlier Ambattur) Taluk, Tiruvallur District.**
- 2.14** “Tenant” means a person who is a tenant/occupant/caretaker or any licensee of a flat other than an Owner in Amaze.

- 2.15** "BOARD OF MANAGERS" means the Management Committee that may be constituted by the General Body for any Specific purposes, or other body directed to which the management of the affairs of the Association are to be entrusted.
- 2.16** "Financial Year" means twelve months ending on 31st March of each year for which the accounts of the association are required to be made.
- 2.17** "Ordinary Resolution" means a resolution passed with consent of not less than fifty one percent of the members present and voting.
- "Special Resolution" means a resolution passed with consent of not less than two-thirds of the members present and voting.
- "Extra-ordinary Resolution" means a resolution passes with the consent of not less than two-third of total members of association.

3 AIMS and OBJECTIVES of the ASSOCIATION (AMAZE):

- 3.1** The Amaze by Urban Tree Apartment Owners' Association, Porur (hereinafter referred to as "AMAZE") is a non-profit organization representing the collective interests of 132 apartment owners across 3 blocks:
- Block A: 35 apartments
 - Block B: 47 apartments
 - Block C: 50 apartments
- All owners who have submitted their Declarations under the Act shall be members of AMAZE. The Association shall safeguard the collective rights, privileges, and welfare of its members impartially.
- 3.2** All the Apartment owners/any one of the Joint owners duly authorized by the other owners in writing /General Power of Attorney (or) Authorized representative of the owner, shall act as the MEMBER representing the Apartment and such members shall provide any one of their identities to AMAZE for record purposes to AMAZE.
- 3.3** To build cordial relationship and common understanding among all the owners/residents of AMAZE maintaining Common areas, utilities and equipment already installed and that may be installed in future by regular & periodical maintenance/ Annual Maintenance Contracts, by AMAZE.

- 3.4** To promote peaceful, harmonious, and cooperative living among all residents.
- 3.5** To foster unity and a sense of community among the members.
- 3.6** To provide for and do all or any of the matter as stated in Bylaws.
- 3.7** To represent before the Government and other authorities for any common purpose, which may impact on the members monetarily or otherwise and take all such steps as may be deemed fit in this regard.
- 3.8** To represent all matters pertaining to the common property of AMAZE and to negotiate, litigate, settle, or compromise with any third parties on any issue affecting the common rights and properties, as deemed appropriate by AMAZE
- 3.9** To protect against unlawful encroachments in common areas both within the premises by residents or from outside the premises by third parties, and to ensure entity of all provisions of law relating to the enjoyment of the property as flat owners.
- 3.10** To impose such restrictions in the use and maintenance of the apartments and common areas and facilities.
- 3.11** To ensure that the undivided share of the right/title/interest of each flat owner shall be enjoyed in concord with all other owners/Residents of the other flats in the building complex of Amaze by Urban Tree.
- 3.12** To ensure that all statutory levies, including any amendments related to infrastructure charges or levies assessed by the Corporation, Metro Water, Electricity Board, or any other relevant public authorities concerning the entire or part of the building complex, shall be shared by all apartment owners in proportion to their respective Undivided Share (UDS) or Total Super Built-up Area, as specified in the Sale Deed or Maintenance Agreement entered into with the promoter, M/s. Urban Tree Zivah Realty LLP, by each MEMBER of Amaze UT Apartments, located at Porur, Chennai - 600116, Tamil Nadu
- 3.13** To deploy adequate security services are deployed to ensure safety from theft, burglary, trespassing, and unauthorized parking vehicles of third party within the compound of AMAZE. The Association shall regulate hawkers and peddlers as needed.
- 3.14** To maintain a clean, neat, and hygienic environment across all common areas as defined in the bylaws are strictly adopted without any deviation until and unless unforeseen circumstances arise.

- 3.15** To promote and maintain a green environment within and around the complex, including the podium.
- 3.16** To invest the Association's corpus funds in a safe and transparent manner with prior information and approval from the General Body.
- 3.17** To promote and support social, cultural, sports, and recreational activities for the benefit of the members and their families.
- 3.18** To organize events involving all residents, celebrate festivals, birthday/wedding anniversary day parties and encourage and motivate children in academics/sports/social activities, conduct health camps etc., to boost morale and create a joyful environment and cultivate the culture of togetherness and foster community bonding.
- 3.19** To raise adequate funds by way of Subscription, Donations with the consent of Members, to meet the aforesaid objects of AMAZE and such other objects as amended, altered, or added to from time to time.
- 3.20** To ensure that no apartment or any part thereof shall be used/rented or leased for Commercial purposes or trade of any kind by the Members and that all apartments shall be utilized exclusively for residential purposes.
- 3.21** To represent the collective interest of all the Residents of the Amaze by Urban Tree building complex in the matter of their common civic, civil and property rights and, if found necessary, institute or defend legal proceedings through the President/Secretary or any member authorized in this behalf by the Executive Committee.
- 3.22** To intervene and resolve amicably any litigation among residents or group of residents and the decision of the Association deems final and binding on the residents. In case of any disputes unresolved may be referred to third party Arbitration duly agreed by both the parties (or) approach competent authority.
- 3.23** To take possession of, manage, and maintain all common areas and amenities, including the gym, multi-purpose hall, yoga hall, podium, indoor games room, kids' room, maintenance office, guest room, mini theatre, four wheeler/two wheeler parking, corridors on all floors in all blocks, lifts, open terrace, open spaces, driveways, and any other areas earmarked for common use and facilities intended for the use of residents, their guests, visitors, and employees. This also includes common installations such as generators, lighting systems, sewage and water supply systems, ducts, sumps, tanks, pumps, fans, sewage and water treatment plants, broadband and DTH infrastructure,

management areas, building foundations, fire escapes, and other structural components and infrastructure.

- 3.24** To ensure cleanliness, maintenance, lighting, and safety of all common areas.
- 3.25** To take care of external appearance, including whitewashing and painting of the building exteriors and interiors of the common areas.
- 3.26** To carry out urgently needed repairs inside any of the apartment, which would otherwise affect the building in common, if the apartment owner or the tenant fails to carry out within the time prescribed by the AMAZE based on the gravity of the damage, AMAZE reserves the rights to carry out such repairs and charge the owner/occupant of the respective apartment along with penalty as deemed fit by AMAZE and in common interest of the entire building.
- 3.27** The Association is empowered to do all acts necessary or conducive to achieving its objectives, including but not limited to: Appointing Chartered Accountants, Advocates, or Arbitrators (from among owners or external professionals) as deemed appropriate by AMAZE for initiating or defending legal or financial matters.
- 3.28** To representing members in all matters concerning common property and shared interests.
- 3.29** To negotiate, initiate legal action, negotiations, dispute resolution, or settlements with third parties on issues impacting the Association.
- 3.30** To undertake any action required by the General Body for ensuring safety, legal compliance, or the welfare of residents.
- 3.31** The Association may engage third-party professionals or service providers such as Contractors, Architects, Structural engineers, Electricians, Plumbers, Carpenters, Civic employees, any other specialists required on a need basis.
- 3.32** AMAZE shall not act beyond the scope of its stated objectives without duly amending the provisions of the Bylaws for such purposes. All such amendments shall be communicated to all owners through a commonly dedicated platform.
- 3.33** AMAZE shall not be held responsible for any loss or damage suffered by members due to natural calamities such as earthquakes, floods, heavy rains, fire, theft, burglary, or any willful act committed personally by a member.

- 3.34** However, in the event of such incidents, the President and/or Secretary of AMAZE may take necessary decisions, even if such actions fall outside the scope of the Bylaws. These actions must be ratified by the Executive Committee within three (3) days of the occurrence.
- 3.35** The Rules and Bylaws of the Association may be amended, modified, or repealed as and when deemed necessary, in accordance with the prevailing laws and regulations at the time of such amendment. Any such change shall be made through a resolution passed by the General Body and shall be separately intimated to all the members accordingly
- 3.36** The Association may impose recurring payments (such as monthly maintenance charges, service fees, or other periodic contributions) and one-time payments (such as special assessments, corpus fund contributions, or charges for specific projects).
- 3.37** For any additional expenses other than regular monthly maintenance expenses exceeding Rs.25,000/- will be approved by the Executive Committee and incurred with an intimation to all the members and the same shall be placed for ratification in the forthcoming General Body or Annual General Meeting (AGM) or Extraordinary General Meeting (EGM)

4 ADMINISTRATION OF THE ASSOCIATION

For its administration and for carrying out its day-to-day activities and to represent the members of this association in various forums, the association shall have the following office bearers:

Sl. No	Position	No. of Members
1	President	1
2	Vice-President	1
3	Secretary	1
4	Joint Secretary	1
5	Treasurer	1
6	EC Members	16 (sixteen)

To ensure equality among all members of AMAZE, the members of the Executive Committee shall not have any rights or privileges to enjoy special facilities of any nature in the common areas, unless such privileges are approved by the Executive Committee and duly placed before the General Body for approval.

- 4.1** The committee comprising the above office bearers shall be known as the Executive committee of the association.
- 4.2** The above office bearers shall be elected from among the members of the association, in the described in Election process.
- 4.3** The term of the office bearers & EC Members is for two years.
- Election for the succeeding term will be conducted three months before the expiry of the term of the existing office bearers & EC Members which would enable a smooth transition of handing over & taking over process.
- The outgoing members of Office bearers & EC Members can contest for the next election.
- 4.4** More than one representative from each block may be included if additional volunteers come forward.
- 4.5** There may be two Joint Secretaries and one Joint Treasurer to assist the Secretary and Treasurer respectively

5 TERM OF EXECUTIVE COMMITTEE:

- 5.1** The Term of the Executive Committee: Two years from the date of formation
- 5.2** Financial Year will be the year commencing from 1st April to 31st March of the consecutive year.

6 POWERS AND DUTIES OF THE EXECUTIVE COMMITTEE:

- 6.1** To manage the administrative and operational responsibilities of AMAZE.
- 6.2** To raise funds in the form of Corpus Fund, Membership Fee, Transfer Fee, Move-in / Move-out Charges, Donations and Contributions, Deposits and Loans, for contingency/emergency funds (as approved by the General Body with a minimum two-thirds majority).
- 6.3** To cover all expenses related to administration, maintenance, repair, AMC for assets, replacement of common areas and shared facilities.
- 6.4** To incur and recover legal expenses required for enforcing the Association's lawful rights and claims.

- 6.5** To frame regulations for the conduct of the business of the AMAZE consistent with the rules framed thereunder,
- 6.6** To determine the best use of common property and amenities for the benefit of all members.
- 6.7** To prepare annual expense budget towards maintenance and shall be duly approved by Executive Committee under the guidance of the Auditor duly fixed by AMAZE.
- 6.8** To proportionate the annual budget and collect it from every individual Member as referred in Bylaws to effectively implement their responsibilities.
- 6.9** To maintain books of accounts and financial records as required.
- 6.10** To look after and be responsible for safeguarding, promoting, and protecting rights and well-being of members and enforcing their respective obligation to each other.
- 6.11** To undertake any activities necessary, incidental, or conducive to fulfilling the objectives of the Association.
- 6.12** To carry out additional objectives as may be approved by the General Body from time to time.
- 6.13** To facilitate redevelopment of the premises in due compliance of the provisions of the Act and Rules, whenever considered necessary by the members of the association.
- 6.14** The General Body of members, including office bearers, is the supreme authority in all matters. Its decisions are final and binding on all members and residents of AMAZE.
- 6.15** The services of Executive Committee members are voluntary and non-remunerative. However, actual expenses incurred on travel or other expenditure will be duly approved by the President and reimbursed.
- 6.16** To recruit staff/ service providers and terminate the services as deemed fit by the Executive Committee.
- 6.17** To deprive common facilities of any nature to the residents/owners who have not paid their dues, such as maintenance deposits, monthly maintenance charges and any other charges as prescribed by the association.
- 6.18** The Executive Committee shall implement and oversee all duties necessary to maintain and manage AMAZE facilities, including daily housekeeping of common areas (grounds,

terraces, pathways, stairs, guest rooms, community halls, gym, mini-theatre, driver's quarters, common toilets, etc.).

- 6.19** Periodic maintenance of machinery and equipment (gym, mini-theatre, indoor games, EV charging units, water treatment and sewerage plants, generators, DTH, water supply, rainwater drains, solar panels, and lighting) shall be conducted as scheduled and may be updated by the Executive Committee.
- 6.20** Regular monitoring of security cameras, solar panel functionality, common area lighting, and air conditioning units shall be conducted by the Executive Committee.
- 6.21** The Executive Committee may establish and circulate Standard Operating Procedures (SOPs) for maintenance activities on a daily, weekly, monthly, quarterly, half-yearly, or annual basis.

7 THE PRESIDENT:

The President shall be the Chief Executive of the Association and preside over all the meetings of the Executive Committee and General Body Meetings and lead all deputations. By default, the President shall have one vote. In case of a tie, they shall exercise a casting vote

- 7.1** The President shall hold overall responsibility for all functional and implementation aspects of the Association and shall be the approving authority for all actions and decisions of AMAZE
- 7.2** In consultation with the Committee, the President shall have the authority to amend, continue, or discontinue any program, or approve new programs aligned with the objectives of the Association.
- 7.3** The President may constitute sub-committees to execute specific functional responsibilities or projects for the effective functioning of the Association.

8 THE VICE PRESIDENT:

- 8.1** The Vice President shall assist the President in all Association-related duties.
- 8.2** The Vice President shall preside over meetings and discharge the duties of the President in the President's absence.

9 THE SECRETARY:

- 9.1** Shall oversee all records and properties of the AMAZE.

- 9.2** Shall be empowered by the President to transact all business of AMAZE in conformity with the objectives of the Association.
- 9.3** Shall present an Annual Report and Audited Accounts for each past financial year, along with a broad program and budget for the ensuing year, with the due consent of the Executive Committee.
- 9.4** Shall convene monthly meetings of the Executive Committee and/or sub-committees, and emergency meetings whenever necessary, or as requested by any Executive Committee member, with a notice period of at least four (4) days.
- 9.5** Shall conduct General Body Meetings, including the AGM and EGM, as required by statutory provisions.
- 9.6** Shall maintain all minutes of the Association's meetings, which shall be confirmed at the subsequent meeting.
- 9.7** Shall exercise full control over the staff of the AMAZE.
- 9.8** Shall carry out all correspondence in the name and on behalf of AMAZE.
- 9.9** Both the President and Secretary shall jointly sign all documents, agreements, and contracts on behalf of AMAZE to ensure their validity.
- 9.10** Shall file all necessary documents or records required by the Registrar of Societies and other statutory authorities.
- 9.11** Shall ensure timely renewal of registrations and contracts.
- 9.12** Shall be authorized through a Power of Attorney by the Executive Committee to initiate and conduct civil and criminal proceedings, if required, on behalf of AMAZE.

10 THE JOINT SECRETARY:

- 10.1** The Joint Secretary shall assist the Secretary in all administrative activities and shall carry out any duties assigned by the Secretary or President.
- 10.2** In the Secretary's absence, the Joint Secretary shall perform the duties of the Secretary for administrative functions and convene necessary meetings.

11 THE TREASURER:

- 11.1** Shall be overall in charge of managing all financial activities of AMAZE, including the preparation of financial budgets, monitoring cash flows, tracking the collection of maintenance charges, donations, corpus funds, and other revenues, and making payments duly approved by the President and the Secretary, and verified by the designated Auditor. Shall also maintain all relevant records of receipts and payments as deemed appropriate
- 11.2** Shall prepare the balance sheet for the previous financial year to be presented at the Annual General Body Meeting, duly signed by the President, the Secretary, the Treasurer, and certified by the Auditor.
- 11.3** Shall ensure that all payments and receipts are transacted through the bank. Cash transactions shall not be entertained unless the nature of the transaction specifically requires payment in cash, in which case prior approval from the President or the Secretary.
- 11.4** In case of any expenditure requiring short-term or permanent funding, approval must be obtained from the General Body with a two-thirds majority.
- 11.5** Shall submit to the Executive Committee, at its internal meetings, a detailed account of receipts and payments, including projections of upcoming income and expenses, to enable the Committee to make appropriate financial arrangements.

12 EXECUTIVE COMMITTEE MEMBERS:

- 12.1** Shall assist the Office Bearers in carrying out the day-to-day activities of the Association (AMAZE), as well as take on responsibilities mutually assigned to them.
- 12.2** Shall take responsibility for addressing issues related to their respective blocks, in coordination with the Office Bearers.

13 MEETINGS:

- 13.1** The Executive Committee shall mandatorily conduct regular monthly meetings on dates suitable to ensure the presence of at least two-thirds of the Office Bearers and Executive Committee members, for the purpose of reviewing updates, discussing new proposals, and making decisions.
- 13.2** The Secretary shall ensure that the minutes of each meeting are properly recorded and duly signed by all participants for record-keeping and future reference.

13.3 Quorum for General Body Meeting: One-third (1/3) of the total members.

14 VACANCY:

14.1 If any vacancy arises among the Office Bearers or Executive Committee members due to resignation, it may be filled by co-opting a non-elected member, with the concurrence of the other members of the Association, for the remaining term of the current Executive Committee.

15 ENROLMENT OF MEMBERS:

Qualification:

15.1 All flat owners of AMAZE are eligible for admission as members of the Association and are expected to work towards the promotion, betterment, and welfare of the Society. In the case of joint ownership/POA, the primary member may nominate a co-owner or POA for membership in specific cases.

15.2 A member must be at least 18 years of age. If a flat is owned by a minor, the natural guardian (mother, father, or legal guardian) may represent the minor as a member, upon submission of a joint declaration.

15.3 All flat owners are required to become a member of the Association and shall remit a one-time membership fee of **Rs.1,000/- (This is the current rate, and are subject to change upon approval)** along with the duly filled application form during the Association's office hours.

15.4 In the case of joint ownership/POA, the primary applicant shall by default be considered the member representing the flat in the Association. However, if the joint owners wish to authorize anyone among them to act as the member, they must submit a mutual declaration duly signed by all co-owners specifying the authorized representative.

15.5 Upon demise of a member, the legal heir(s) may be admitted as member(s) of the Association in accordance with applicable laws. In the event of multiple legal heirs, a joint declaration duly signed by all heirs shall be required, authorizing one among them to represent the apartment as the member. It is advisable that a legal heir or nominee be declared at the time of taking membership, and such nominee shall be given preference for admission as the member of the Association in the event of the original member's demise

- 15.6** The Executive Committee reserves the right to revise the membership fee from time to time as deemed appropriate
- 15.7** The decision of the Executive Committee shall be final in all matters related to membership.

16 RIGHTS / PRIVILEGES AND OBLIGATIONS OF MEMBERS:

16.1 Rights and Privileges of Members:

- 16.1.1** Members shall have the right to attend all General Body Meetings and Extraordinary General Body Meetings when convened, to vote at such meetings, and to be eligible for election to the Committee.
- 16.1.2** The total number of members shall not exceed the number of individual apartments.
- 16.1.3** All members have the right to offer suggestions in the best interest of community development, welfare, and safety. AMAZE shall consider and, if deemed appropriate, implement such suggestions in consultation with other members.
- 16.1.4** Members may identify and report defects, if any, to the Association and suggest remedies. AMAZE shall take appropriate action as deemed fit.

16.2 Obligations of Members:

- 16.2.1** All members shall strictly ensure that their apartment, or any part thereof, is not used for commercial purposes or for trade of any kind, including the storage of commercial goods/explosives/drugs and or any items banned by the Govt. of India.
- 16.2.2** Members shall ensure that the apartment is not sub-let to multiple parties simultaneously, such as for the operation of guest houses, in the interest of other residents, and to avoid complications related to maintenance, damages, and safety.

- 16.2.3** Members and tenants shall not carry out or permit any structural alterations to their individual apartment that could affect the structural integrity or strength of other apartments or the common areas of the building.
- 16.2.4** Members/residents shall maintain their apartment in good condition to ensure that neighboring flats whether on the same floor or above/below are not inconvenienced.
- 16.2.5** If any defect in an apartment adversely affects other occupants, the affected residents shall immediately notify AMAZE. AMAZE shall promptly investigate the issue with the help of a qualified consultant and advise on rectification, including cost-sharing. The Association's advice in this matter shall be final and binding.
- 16.2.6** If urgent repairs are required within any apartment that, if neglected, may affect the building or common areas and if the member or tenant fails to act within the prescribed time AMAZE shall carry out the repair in the common interest and recover the cost, along with an applicable penalty, from the respective member.
- 16.2.7** Upon the sale of an apartment, the purchaser shall replace the seller and become a member of AMAZE. Both the buyer and seller must inform AMAZE in writing about the change of ownership by submitting a notice to the Secretary.
- 16.2.8** The selling/transferring member shall obtain a No-Dues Certificate from AMAZE after clearing all pending dues. Membership of the seller shall cease upon the sale or transfer of the apartment.
- 16.2.9** The new member shall produce the No-Dues Certificate issued to the seller. In its absence, the new member shall be required to pay all outstanding dues and arrears of the

previous owner, including any interest or penalties, as per the norms of AMAZE.

- 16.2.10** The new member shall pay to the Association a transfer fee of Rs. 5,000/- (This is the current rate, and are subject to change upon approval) on a case-by-case basis. Such fees shall be paid prior to the shifting.
- 16.2.11** The new member shall thereafter be liable to pay the monthly maintenance charges, as applicable, in accordance with the Bylaws.
- 16.2.12** For any shifting in or shifting out of the apartment, a moving-in charge of Rs.2500/- (This is the current rate, and are subject to change upon approval) and a moving-out charge of Rs.2500/- (This is the current rate, and are subject to change upon approval) shall apply.
- 16.2.13** In the event that an owner or tenant intends to vacate the premises, they shall be required to obtain a No-Dues Certificate (NDC) from the Association after settling all outstanding dues. In the absence of a valid NDC, the Association reserves the right to restrict entry to or exit from the premises, including through its appointed security personnel
- 16.2.14** If a new resident is occupying the apartment, the owner must notify AMAZE in writing in advance and pay the applicable moving-in charges. On receipt of the same, AMAZE shall provide a written clearance for moving in.
- 16.2.15** The Independent owner shall be solely responsible for clearing all dues to AMAZE before initiating any process of vacating or occupying the premises, to ensure a smooth transition.
- 16.2.16** The right of admission to membership shall rest with the Executive Committee of AMAZE.
- 16.2.17** All members and residents shall strictly abide by the rules and regulations of AMAZE as laid out in this

Memorandum and shall actively contribute to the development and welfare of the community.

16.2.18

All members shall have access to the soft copy of the Bylaws, Income and Expenditure Statements, Balance Sheets, and all circulars (duly numbered). Hard copies shall be made available on payment of a fee of Rs.100/-. Any revision of this fee shall be fixed by the Executive Committee from time to time.

17 REMOVAL, DISQUALIFICATION, AND TERMINATION OF MEMBERSHIP:

- 17.1** Any member who fails to pay the prescribed maintenance charges or other dues to the Association for a continuous period of three (3) months, despite notice, may be removed from the membership of the Association on recommendation of the Executive Committee. Membership may be reinstated upon full payment of all outstanding dues, including any applicable penal charges, as determined by the Executive Committee
- 17.2** A member may be removed from the Association on grounds of misconduct or acts prejudicial to the interests, reputation, or dignity of the Association.
- 17.3** A member shall cease to be a member of AMAZE upon the transfer of ownership of their apartment. Membership may then be granted to the new owner subject to compliance with admission formalities and eligibility under these Bylaws.
- 17.4** Membership shall automatically terminate upon the death of a member. The legal heir(s) or nominee may apply for membership in accordance with the provisions of these Bylaws. In the case of multiple legal heirs, a joint declaration authorizing one of them as the representative member shall be required.
- 17.5** A member shall not be permitted to voluntarily withdraw from the membership of the Association unless they have ceased to be the owner of the apartment.
- 17.6** A member may be removed for:
- Encroaching upon or illegally using common areas, amenities, or Association-managed facilities
 - Undertaking unauthorized construction, structural modifications, or alterations in violation of applicable building laws or Association regulations

17.7 A member may be removed from the Association, with the approval of the Executive Committee, on the grounds of consistent or willful violation of the Bylaws, house rules, or resolutions passed by the General Body, provided that the member has been given due notice and a reasonable opportunity to be heard.

17.8 Any member found to have engaged in any of the following acts shall be liable for prosecution under applicable laws:

- Theft, embezzlement, or misappropriation of Association funds or property
- Wilful damage to or destruction of Association assets
- Forgery of documents, instruments, or securities in the name of the Association

In the event such misconduct is alleged against a member, the Executive Committee may, based on a preliminary review, suspend the member from all rights and privileges of membership pending the outcome of legal proceedings. Upon conviction by a court of law, the member shall be permanently removed from the Association and treated as a non-member for all legal and disciplinary purposes.

17.9 Any member of the Association may propose the removal of an Office Bearer or Executive Committee member by submitting a written resolution supported by a statement of reasons. The concerned individual shall be given an opportunity to be heard. The matter may be referred to a Special Committee constituted for this purpose, and the removal shall require a majority vote of the Office Bearers and EC members. The removed individual shall be disqualified from contesting Executive Committee election for a period of two years from the date of removal or until the next scheduled election whichever is earlier.

17.10 Notwithstanding the above, any member or group of members may be removed from the Association, with or without cause, by a two-thirds (2/3rd) majority of the members present and voting at a duly convened General Body Meeting. Successors may be elected in the same meeting to ensure continuity in the Association's administration. All such decisions of the Association shall be final and binding and shall be subject to ratification at the next AGM or EGM, if deemed necessary.

18 SOURCES OF FUNDS:

18.1 Maintenance Charges

18.1 Every member, or their authorized representative, shall pay monthly maintenance charges in respect of each flat. The proposed maintenance

charge is **Rs. 4 per sq. ft.** on Super Built-up Area. **(This is the current rate, and are subject to change upon approval)** Maintenance charges must be paid in advance annually by all members.

- 18.2** The Executive Committee shall fix the monthly maintenance charges, as well as any special common expenditures payable by members of the Association, taking into consideration the total expenses likely to be incurred for various maintenance activities, in accordance with the directions given by the General Body. Such maintenance and special charges shall be payable as per the directives of the Executive Committee.
- 18.3** These maintenance charges shall be reviewed periodically by the Executive Committee and may be revised upward or downward, based on the financial requirements to meet the day-to-day operational costs of the building.
- 18.4** All corporation taxes and electricity deposits relating to individual apartments shall be payable directly by the respective owners to the concerned authorities. Similarly, all water and sewage taxes and charges for each flat shall be the sole responsibility of the respective flat owners.
- 18.5** No member may exempt themselves from liability for contributing towards common expenses by waiving the use or enjoyment of the general and restricted common areas and facilities, or by abandoning their apartment.
- 18.6** The Association shall not be held responsible for the payment of any such statutory dues or utility bills relating to individual apartments.

18.2

Corpus Fund/ Maintenance/ Contingency Fund

- 18.2.1** The Corpus Fund cheques submitted by all owners to Developer/Builder shall be collected by the Association and deposited in a Nationalized Bank.
- 18.2.2** All members shall, as and when required and decided by the General Body, contribute an amount towards a Contingency/Emergency fund. This fund shall be utilized for planned major maintenance works of the building. Contributions to this fund shall be collected as and when required, based on the needs assessed by the Executive Committee.
- 18.2.3** The interest accrued or received from the Maintenance Fund, Corpus Fund, Contingency, Emergency fund, etc., may be utilized for the day-to-day

operational expenses of the Association and for current repair works, as deemed appropriate.

18.3

Other Sources of Funds

- 18.3.1** Membership Fee All owners shall become members of the Association by submitting the prescribed membership form along with the applicable fees. A one-time membership fee of **Rs.1,000/- (This is the current rate, and are subject to change upon approval)** is payable by all existing members of the Association.
- For any new member, a membership fee of **Rs.1,500/- (This is the current rate, and are subject to change upon approval)** shall be payable prior to the transfer of ownership being recorded.
- 18.3.2** Guest House **Rs.800/- (This is the current rate, and are subject to change upon approval)** per day per guest house. Usage is limited to a maximum period of 7 consecutive days per booking.
- 18.3.3** Yoga Hall Rental For members own functional events: **Rs.1000/- (This is the current rate, and are subject to change upon approval)** for Fore Noon (6 am – 1 pm) & **Rs.1000/- (This is the current rate, and are subject to change upon approval)** for After Noon (3 pm – 10 pm)
Full day – **Rs.2000/- (This is the current rate, and are subject to change upon approval)**
- Number of events may be restricted to 2 per day.
- For members commercial usage: At Indoor halls: **Rs.500/- (This is the current rate,**

			and are subject to change upon approval) per stall
18.3.4	Party Hall Rental	For members own functional events:	Rs.1750/- (This is the current rate, and are subject to change upon approval) for Fore Noon (6 am – 1 pm) & Rs. 1750/- (This is the current rate, and are subject to change upon approval) for After Noon (3 pm – 10 pm) Full day – Rs.3500/-(This is the current rate, and are subject to change upon approval) Number of events may be restricted to 2 per day.
		For members commercial usage:	At Indoor halls: Rs.1250/- (This is the current rate, and are subject to change upon approval) per stall
18.3.5	Mini Theatre	Each apartment is entitled to one free usage of the Mini Theatre per month. Subsequent usage within the same month shall be charged at Rs. 500/-(This is the current rate, and are subject to change upon approval) for every 4-hour block. Unused free usage cannot be carried forward to the following month.	
18.3.6	Penalty for Non-payment of Maintenance charges	A penalty Rs.10/-(This is the current rate, and are subject to change upon approval) per day shall be levied for each day of delay in payment of monthly maintenance charges, until the full amount is received by the Association.	

The penalty shall be automatically applicable from the due date without notice and shall be enforced strictly to ensure financial discipline.

Continued non-payment may lead to further legal action or restriction of access to non-essential common amenities, as permitted under the applicable laws and the Association's byelaws

18.3.7	Transfer Fees	A one-time fee of Rs. 5,000/- (This is the current rate, and are subject to change upon approval) , on a case-by-case basis, shall be payable to Association by the new purchaser towards the transfer of ownership title, whether by sale, gift, or other legal transfer.
18.3.8	Move In / Move Out Fees	A fee of Rs. 2,500/- (This is the current rate, and are subject to change upon approval) per transaction shall be payable to AMAZE by the member for each move-in and move-out when vacating or occupying the premises.
18.3.9	Society Activation - shops/kiosk	Rs.1500/-(This is the current rate, and are subject to change upon approval) per hour
18.3.10	Community Function - New Year, Independence Day, Republic Day, etc	No fixed amount. As this is a voluntary contribution of residence
18.3.11	Rental for Service providers like Airtel/Jio, etc Power / Hub usage charges	Will be decided on case-to-case basis as and when applicable by the Executive Committee

18.3.12	Advertisements in premises	Will be decided on case-to-case basis as and when applicable by the Executive Committee
18.3.13	Podium	<p>For members commercial usage: Rs.300/- (This is the current rate, and are subject to change upon approval) for Fore Noon (6 am – 1 pm) & Rs.300/-(This is the current rate, and are subject to change upon approval) for After Noon (3 pm – 9 pm)</p> <p>For Non-members Executive committee will decide on case-to-case basis as deemed fit</p>

18.4 **Sale Of Apartment and Transfer of Ownership**

Upon the sale of a flat, the purchaser shall automatically become a Member of the Association and must obtain a No Dues Certificate from the Executive Committee. If any dues are outstanding as of the date of sale, the same shall be paid by the purchaser. The purchaser shall also be liable to pay the monthly maintenance charges as applicable to a Member under these Bylaws. Membership of the seller shall cease upon the sale or transfer of the flat.

18.5 **Date of the payment:**

- 1) The maintenance charges shall be paid Annually in advance before the due date. (On case-to-case basis, upon request from member, Association may consider Half yearly as an option)
- 2) Payment is to be made in one lump sum.
- 3) If any Member pays the maintenance charges after the due date, he shall be liable to pay a fine of Rs.10/- per day (This is the current rate, and are subject to change upon approval) of default until the dues are cleared.

18.6 **Mode of payment:**

All payments shall be made by any of crossed account payee cheques, Demand drafts, NEFT / RTGS / UPI / Online bank transfer payable to: "AMAZE BY URBAN TREE APARTMENT OWNERS' ASSOCIATION, PORUR"

19 **DEFAULT IN PAYMENT OF DUES:**

- 19.1** Where any member of the Association, whether as an owner or a duly authorized representative of the owner, defaults in the payment of the maintenance charges or any other dues, the defaulting member shall be liable to pay a penalty of Rs.10/- per day (This is the current rate, and are subject to change upon approval) for each flat in respect of which the default occurs, until the dues are cleared.
- 19.2** If the default continues for a period exceeding three months, the defaulting member shall be deemed to have forfeited their right to access any amenities provided by virtue of their membership in the Association.
- 19.3** Such members shall not be entitled to any rights, services, or privileges enjoyed by other members and shall also be disqualified/debarred from attending meetings, voting, contesting elections, and similar activities.
- 19.4** Even if the apartment is vacant or unoccupied, the member is still liable to pay the full monthly maintenance charges to the Association.
- 19.5** If a member defaults in paying the monthly maintenance charges for a period exceeding three months, the Association shall have the right to suspend amenities to the flat without prejudice to its right to initiate legal proceedings to recover the dues.

20 UTILISATION OF FUNDS:

All such expenses shall be duly recorded, supported by appropriate documentation, and subject to audit as per the provisions of these Bylaws.

- 20.1** The maintenance charges collected by the Association shall be utilized exclusively for the operational and administrative needs of the Association. These shall include, but are not limited to:
- 20.1.1** Salaries and wages payable to personnel employed by the Amaze by Urban Tree Apartment Owners' Association, Porur. Payments to third-party service providers for services rendered to the Association. Expenses incurred for waste management, cleaning, and other day-to-day maintenance activities within the premises
 - 20.1.2** Payment of electricity charges related to common utilities, including lighting, water pumps, elevators, and other shared electrical infrastructure
 - 20.1.3** Gardening and landscaping services, including the cost of maintenance, replantation, and periodic upkeep of green areas within the premises.

- 20.1.4** Insurance premiums for the buildings and common property, as well as annual maintenance contracts (AMCs) for lifts, generators, pumps, fire safety equipment, and other shared installations.
- 20.1.5** Administrative expenses, including the cost of stationery, printing, postage, courier services, and other office-related requirements.
- 20.1.6** Routine and preventive maintenance of the flats and common infrastructure, where such maintenance is the responsibility of the Association under applicable rules or agreements.
- 20.1.7** Engagement of third-party contractors for security and housekeeping services, including wages, uniforms, and any associated service charges.
- 20.1.8** Maintenance of all common areas and infrastructure and any other spaces designated for common use.
- 20.1.9** Procurement of tools, cleaning supplies, maintenance equipment, and other consumables necessary for day-to-day upkeep.
- 20.1.10** Miscellaneous expenditures incurred for the functioning of the Association, provided such expenses are expressly sanctioned by the Executive Committee
- 20.1.11** Cash transactions for urgent or minor expenses shall be permitted up to **Rs.10,000/- (Rupees Ten Thousand only)** per transaction , subject to approval by any two Office Bearers. The aggregate monthly cash expenditure shall not exceed **Rs.25,000/- (Rupees Twenty-Five Thousand only)** unless expressly approved by the Executive Committee
- 20.1.12** Both recurring and one-time payments must be included in the Association's approved annual budget or sanctioned by the Executive Committee where applicable.

20.2 The amounts credited to the Corpus Fund account of the Association shall be earmarked exclusively for capital or major maintenance works that are non-recurring in nature and are essential for the long-term upkeep, structural safety, and functional sustainability of the premises and to be used in only extreme emergency when no other funds are available. These may include, but are not limited to, the following:

- 20.2.1** Painting of all common areas, including corridors, staircases, external building surfaces, and compound or fencing walls
- 20.2.2** Replacement or major repair of critical infrastructure, including but not limited to: Water pumps and motors, Plumbing lines and drainage pipelines, Electrical wiring, fixtures, and connections, Sewage Treatment Plant (STP) and Water Treatment Plant (WTP) components, Solar panels and related installations, Air conditioning units in common areas, Gym equipment, indoor games equipment, and other shared fitness amenities, Children's play area equipment, CCTV surveillance systems and associated hardware, Borewells and related sub-systems
- 20.2.3** Major landscaping redesign or structural repairs to landscaped areas.
- 20.2.4** Repairs or replacement of safety covers for open shafts or other exposed utility ducts.
- 20.2.5** Repairs or replacement of drainage shaft covers, grates, or similar protective installations.
- 20.2.6** Resurfacing, repair, or reconstruction of driveways and internal pathways.
- 20.2.7** Any other capital expenditure may be deemed necessary and appropriate for major maintenance or infrastructure enhancement, subject to the approval of the Executive Committee.

20.3

Finalizing of Service Providers:

- 20.3.1** The Executive Committee of AMAZE, in order to provide essential facilities, shall appoint Service Providers either individuals or agencies offering consolidated services as deemed fit. These services may include Housekeeping, Security, Gardening, Electrical and Plumbing work, Carpentry, Civil Works, Painting, and other requirements as and when they arise.
- 20.3.2** The method of appointing Consolidated Service Providers shall involve identifying a minimum of three equivalent providers with proven track records and evaluating their technical and commercial proposals on a case-by-case basis.
- 20.3.3** Service Providers may be appointed on the basis of Annual Maintenance Contracts (AMCs), monthly contracts, or on-demand service arrangements,

as deemed appropriate by the Executive Committee to ensure cost-effectiveness.

20.3.4 The Executive Committee shall ensure that formal agreements are executed in writing with all Service Providers, duly signed by the authorized representatives of both parties. In the case of AMAZE, such agreements shall be signed by the President and/or the Secretary.

20.3.5 Disbursal of payments to Service Providers shall be made through bank transactions. Cash payments shall be avoided and restricted only to exceptional or critical circumstances, with prior approval from the President and/or the Secretary.

21 INVESTMENT OF FUNDS:

21.1 Corpus funds collected by the Association shall be maintained in the form of fixed deposits with a nationalized bank, in the name of the Association.

22 BANK ACCOUNT:

22.1 1) A bank account in the name of 'AMAZE BY URBAN TREE APARTMENT OWNERS' ASSOCIATION, **PORUR** shall be opened with any nationalized or scheduled bank as decided by the Executive Committee.

2) All bank accounts of the Association shall be operated jointly/severally by President, Secretary and Treasurer.

23 ACCOUNTS AND AUDIT:

23.1 The Executive Committee shall keep proper books of account with respect to:

- 1) All income and expenditure of the Association.
- 2) The assets and liabilities of the Association.

23.2 The books of account shall be kept at the office of the Association or at such other place as the Executive Committee may decide. They shall be open for inspection during the business hours of the Association. All books and records shall be maintained at the Association office and made available for inspection by members upon prior notice, in accordance with the provisions of these Bylaws, during the working hours of the Association, with at least one week's prior intimation to the Secretary/Treasurer.

23.3 At the conclusion of each financial year, the Association shall prepare an Income and Expenditure Account and a Balance Sheet, which shall be audited **within 30th June** by a qualified Chartered Accountant **appointed by the Association every year**. Upon completion of the audit, the audited financial statements **shall be placed before the members in the general body for approval**.

24 OBLIGATIONS OF APARTMENT MEMBERS:

24.1 Each flat owner shall be individually responsible for the timely payment of all dues and charges payable to the Association.

24.2 Any member leasing or renting out their flat shall do so strictly for residential purposes only and shall not lease or rent the flat for commercial use.

24.3 No commercial activities shall be permitted within any of the flats in the Association's premises.

24.4 All owners should furnish the tenant details with ID proof prior to the tenant taking possession of the flats

24.5 Any member intending to sell their flat shall obtain a No Objection Certificate (NOC) confirming clearance of all dues from the Executive Committee of the Association prior to the sale.

24.6 A member shall use their flat solely for residential purposes and shall not use it in any manner which, in the opinion of the Executive Committee, infringes upon the privacy of other residents or violates the sanctity of the flats.

24.7 The member shall promptly undertake all necessary maintenance, and repair works within their apartment to prevent any adverse impact on the structural integrity of adjoining flats or common property.

24.8 If a member fails to fulfill any of their obligations, and such failure results in damage to or affects the common area/facilities, the Association shall be entitled to carry out the necessary repairs. The member shall be liable to reimburse the Association for all costs incurred in relation to such repairs.

24.9 An occupant of an apartment shall grant access to the flat to members of the Executive Committee or any person authorized by the Executive Committee in the event of an emergency originating in or threatening the unit, regardless of whether the owner/member is present at the time.

24.10 No owner of a Flat or a member of the association shall carry out any repair, alterations, or modification of the structure of apartment to his/her Flat of any nature, without the prior permission of the executive committee.

24.11 All members and occupants shall ensure the maintenance of cleanliness, hygiene, and safety within the campus of AMAZE and shall strictly adhere to the rules and regulations established by the Executive Committee for all common areas.

24.12 To aim to implement Plastic-Free Zone within common areas of the premises.

24.13 **Parking Regulations**

24.13.1 All residents must furnish details of their vehicles, including the make, model, and registration number of both two-wheelers and four-wheelers, to the Association.

24.13.2 All owners to ensure proper parking of their vehicles in their duly allotted parking slot only. No member shall park in any area other than their designated spot

24.13.3 The Executive Committee shall issue official identification stickers for each registered vehicle (both two-wheelers and four-wheelers) corresponding to the allotted parking spaces. These stickers must be prominently displayed on the vehicle at all times.

24.13.4 Entry of any vehicle into the designated parking areas without a valid sticker issued by the Executive Committee is prohibited.

24.13.5 Vehicles bearing valid stickers shall not be parked in the designated visitor parking area

24.13.6 Visitor parking shall be restricted exclusively to the areas earmarked for visitor parking and shall be used only in compliance with instructions provided by the Security-in-charge.

24.13.7 Visitor parking shall be available on a first-come, first-served basis. Reservation of visitor parking slots or blocking of access to such spaces is strictly prohibited under all circumstances. Any such act shall be considered a violation of the Association's rules.

24.13.8 In the event that a member permits another resident to use their allotted parking space, the arrangement must be formally communicated in writing to

the Executive Committee for record and approval. This provision applies only to covered parking spaces allotted to owners.

- 24.13.10** All members shall use the parking areas in a manner that does not obstruct or inconvenience other users when entering or exiting their respective spaces.
- 24.13.11** Parking spaces allotted to members are for their exclusive use and shall not be sold, sub-let, or rented to any outsider or non-resident under any circumstance.
- 24.13.12** Visitors' vehicles shall not be parked in the individual parking spaces allotted to residents
- 24.13.13** Any visitors parking that needs to be used for more than 2 days must obtain prior permission from the association. Usage beyond 2 days will be charged at Rs.500/- per day (This is the current rate, and are subject to change upon approval) with an overall maximum period of 7 (2+5 days) days. Register shall be kept at the Main gate security for tracking visitor entry/exit.
- 24.13.14** Unauthorized parking shall be treated as a violation by the Association, and offenders shall be liable to a penalty of Rs. 500/- per hour (This is the current rate, and are subject to change upon approval) .
- 24.13.15** Owners shall not sell their allotted four-wheeler / two-wheeler parking to any outsider other than owner / member of AMAZE. However, the four-wheeler / two-wheeler parking can be rented out for owner/member only.

24.14 To maintain a maximum speed limit of 10 kilometers per hour (KMPH) within the premises.

24.15 All garbage shall be securely packed to prevent spillages and disposed of only in the designated bins provided for this purpose, currently located near the main gate on the southern side.

24.16 No apartment shall be used, nor permitted to be used, for any purpose that infringes upon the privacy, causes inconvenience, disturbs the peace, or violates the sanctity of other residents within AMAZE. In the event of any such occurrence, upon notification to the Executive Committee, the decision of the Executive Committee shall be final.

However, nothing herein shall be construed to infringe upon the individual rights to privacy, independence, and liberty of the members.

24.17 The open spaces on the terrace and podium shall not be used by members for private functions, unless prior permission has been obtained from the Association. In such cases, the host must ensure that all garbage is properly disposed of and that the area is cleaned and restored to its original condition. Furthermore, the person organizing the event shall ensure that no disturbance is caused to other residents and must refrain from erecting any temporary structures that may cause damage to the building or inconvenience to its residents. In case of any complaints, the Association reserves the right to take up the matter with the concerned apartment owner.

24.18 No member shall store any objects, fixtures, furniture, or similar items in the common areas, except for shoe stands.

24.19 Members of the Association shall not form any sub-Association.

Amendment of Bylaws: Any amendment of inclusion/deletion of any clause by Executive Committee shall be done with due approval of two third majority of members.

25 BYLAW / RULES OF CONDUCT

25.1 All residents shall cooperate in ensuring the security and safety of the premises and shall strictly adhere to the rules, regulations, and Bylaws as framed and amended by the Association from time to time

25.2 Children below the age specified by the Association shall not be permitted to use the gymnasium facilities. It shall be the sole responsibility of the parents and/or guardians to ensure strict compliance with this restriction. Residents shall also ensure that their children engage in recreational activities only within the designated play areas, and that younger children are at all times supervised by a responsible adult

25.3 The use of the common electrical board for any personal purposes is strictly prohibited unless prior written approval has been obtained from the Association, pursuant to a formal written request and subject to approval by the Office Bearers

25.4 Common power plug can be used for charging Electrical Vehicles till EV charging points in the Apartments are activated

25.5 All complaints or grievances pertaining to Association employees or maintenance service providers shall be submitted in writing to the President or Secretary of the Association.

Residents are strictly advised to refrain from engaging in direct confrontation or disciplinary action with any staff member

- 25.6** Consumption of food in the common areas is strictly prohibited, except during festivals or special occasions, and only with the prior written permission of the Association. Littering or dumping of waste in any area other than the specified disposal points is strictly prohibited
- 25.7** All garbage and waste materials shall be disposed of exclusively in the designated bins or disposal areas as specified by the Association
- 25.8** Learning to drive or practicing driving within the premises is strictly prohibited under all circumstances, in the interest of ensuring safety and preventing inconvenience or obstruction to other residents and users of the common areas.
- 25.9** All Members and tenants shall strictly comply with the rules, regulations, and restrictions prescribed by the Association. Any violation thereof may result in recovery actions, penalties, and/or initiation of appropriate legal proceedings as deemed necessary by the Association
- 25.10** Members shall park their vehicles only in the parking spaces allotted to them by the Builder. The Association shall have the power to reallocate car parking spaces if required after proper investigation as it deemed fit.
- 25.11** Members shall be liable to compensate other owners for any damages caused to their property due to their actions, negligence, or those of their family members, guests, or tenants, under similar or comparable circumstances
- 25.12** Members shall at all times conduct themselves in a courteous and respectful manner that promotes good neighborly relations and upholds the spirit of community harmony within the premises
- 25.13** Playing of music or use of sound systems in the common areas is permitted only during festivals or special occasions, and strictly subject to prior written permission from the Executive Committee of the Association
- 25.14** No advertisements, posters, banners, or similar materials shall be displayed in or on any part of the building or common areas without the prior written authorization of the Association

- 25.15** No person shall be permitted to stay, loiter, or sleep in any of the common areas or inside parked vehicles within the premises under any circumstances
- 25.16** Parking areas shall be used strictly for the parking of vehicles. The storage of any articles, goods, or materials in parking spaces is strictly prohibited
- 25.17** The Association reserves the right to remove or relocate any unattended or improperly parked vehicle at the risk and expense of the owner.
- 25.18** Washing of cars and two-wheelers shall be carried out only at the designated washing area as identified by the Association. Water washing within individual four-wheeler or two-wheeler parking slots is strictly prohibited.
- 25.19** The keeping of pets that are prohibited or banned by the Department of Animal Husbandry and Dairying, Government of India, is strictly forbidden within the premises. Compliance with all applicable laws and regulations concerning pet ownership shall be the sole responsibility of the pet owner
- 25.20** Residents who keep pets shall strictly adhere to all applicable municipal and sanitary laws. Pets must not be allowed to stray unattended outside the respective flats. Walking of pets on lawns is strictly prohibited, and pet defecation in common areas is not permitted under any circumstances. Pet owners shall be fully responsible for maintaining cleanliness and hygiene in all shared spaces
- 25.21** Engaging in games or recreational activities that pose a risk of damage to property including but not limited to windows, vehicles, or fixtures is strictly prohibited outside the designated play areas. All such activities shall be confined to areas specifically allocated for the same.
- 25.22** No product displays, demonstrations, exhibitions, or sales activities shall be conducted within the premises without the prior written permission of the Management Committee. If granted, such activities shall be held only in the designated areas approved by the Committee
- 25.23** Residents shall be fully responsible for the conduct, discipline, and behaviour of their domestic staff.
- 25.24** Hanging of clothes or laundry in common areas is strictly prohibited
- 25.25** Residents shall ensure that no leakage or seepage from internal plumbing, air conditioning units, or any other installations within their premises causes damage to the

building structure or adversely affects neighboring flats. In the event of such occurrence, the cost of repairs and any associated damages shall be borne solely by the responsible Member

- 25.26** Residents are encouraged to conserve water and exercise care to prevent wastage.
- 25.27** Smoking, consumption of alcohol, and the use or possession of illegal substances are strictly prohibited in all common areas of the premises
- 25.28** Spitting of sputum, betel leaves, pan, or any such substances is strictly prohibited in all common areas, including but not limited to lifts, staircases, terraces, and block premises
- 25.29** Any structural modifications involving load-bearing elements shall require prior written approval from the Association. Unauthorized structural alterations shall be subject to removal by the Association after issuance of a one-week written notice to the concerned Member, and all associated costs shall be borne by the Member.
- 25.30** The children's play area is exclusively reserved for the use of children. Adults are strictly prohibited from using the play equipment or occupying the play area except when supervising children
- 25.31** Unauthorized entry of hawkers, vendors, and solicitors into the premises is strictly prohibited. Door-to-door sales or promotional activities shall not be permitted without the prior written approval of the Management Committee
- 25.32** Use of the community hall shall be subject to prior written permission from the Association and is permitted only for functions organized by Members for themselves or their immediate family. Gatherings shall be limited to a maximum of 100 persons; any gathering exceeding this limit shall require specific prior written approval from the Association. The use of the hall for functions organized on behalf of non-members or extended relatives is strictly prohibited. All cleaning charges and related expenses associated with the use of the hall shall be borne by the Member concerned
- 25.33** Vehicles shall not be parked in any manner that obstructs entry or exit points, access to designated pathways, or common areas, including but not limited to spaces under staircases, pedestrian walkways, or electric vehicle (EV) charging stations. Any such obstruction shall be subject to penalties and/or removal at the owner's risk and expense
- 25.34** Water usage for purposes such as washing or watering shall be carried out with due care to ensure that it does not result in overflow or spillage that may affect lower floors,

pedestrians, parked vehicles, or the exterior façade of the building. Residents shall be held responsible for any inconvenience or damage caused due to such negligence

- 25.35** The bursting of crackers or fireworks within the society premises is strictly prohibited under all circumstances, in the interest of safety, noise control, and community well-being
- 25.36** Members shall reimburse to AMAZE and or the affected owner towards the damages incurred to common property or owners property caused by negligence or deliberate acts by themselves, family, guests, or servants.
- 25.37** In order to safeguard the privacy and convenience of all residents, any form of photography or videography in the podium or other common areas shall be strictly subject to prior written permission from the Association
- 25.38** The amenities and facilities provided by the Association are exclusively for the use of members/residents/owners. The air conditioners installed in the kid's playroom, gym & mini theatre are meant strictly for use during designated activities and not for personal relaxation. Any violation will result in penalty.
- 25.39** The apartments shall be used exclusively for residential purposes. No member/owner shall let out or permit the use of their flat, parking area, or any portion of the premises for any non-residential, commercial, or trading activity, including but not limited to offices, shops, showrooms, storage, or godowns. The parking area and other designated residential spaces shall not be repurposed for commercial use or activities of any kind. While the Association does not have the authority to restrict a member from renting out their flat to any person, the use of the premises must remain residential in nature. If any member or their tenant is found to be misusing common amenities or using any part of the premises, including parking area, for commercial purposes, the Executive Committee shall have the full authority to immediately cease such unauthorized use. In such instances, the Executive Committee may levy charges or demand compensation equivalent to the additional tariffs, penalties, or levies that any statutory or regulatory authority may impose due to such misuse.
- 25.40** All Members/Tenants shall pay all dues, including monthly maintenance charges, to the Association on or before the due dates, as specified from time to time. In the event of non-payment or default, the Association shall initiate appropriate action in accordance with these Bylaws, including imposition of penalties. The Association reserves the right to

initiate legal proceedings for recovery, and such unpaid dues shall be treated as a recoverable debt enforceable under applicable laws and Association bylaws.

- 25.41** Regular service providers such as milk vendors, newspaper distributors, and domestic staff (e.g., maids, cooks, drivers) shall be treated as daily visitors. They shall be issued a separate visitor pass by the Association after obtaining necessary documents for ID/Address proof as part of KYC and must present the same to the security personnel for entry into the premises.
- 25.42** Elevators shall not be overloaded with heavy items exceeding the rated capacity (maximum 506 kg) of the elevator. Any damage caused to the elevator must be borne by the person responsible.
- 25.43** Live cooking counters are strictly prohibited in the Yoga Hall and Indoor Air-Conditioned Halls due to fire and safety regulations. While using at other places in common areas, safety protocols to be followed as and when framed by the association.
- 25.44** Drilling, structural alterations, and interior modification work shall be permitted except Sundays and between 9:00 AM and 6:00 PM. No such activities shall be carried out beyond these hours to prevent disturbance or inconvenience to other residents
- 25.45** Personnel drivers/maids should not be allowed to stay in the premises during the night hours without the prior permission of the association
- 25.46** Access to CCTV footage shall be restricted to the Office Bearers only. However, any owner, member, or tenant seeking access to the footage for genuine reasons may be permitted upon submission of a written request and prior approval from the Office Bearers
- 25.47** Any harassment in any form to women and children are strictly prohibited
- 25.48** Each apartment owner shall be solely and entirely responsible for the lease or license of their premises to any individual, including bachelors. Prior to the execution of any rental or lease agreement, the owner must ensure proper due diligence is conducted. The respective owner shall be held liable for ensuring compliance with the society's by-laws, applicable local municipal regulations, and state laws. Should any dispute or grievance arise between the Association and the tenant(s), the Executive Committee reserves the right to ask the concerned apartment owner to take appropriate corrective measures.
- 25.49** Delivery personnel from online platforms shall not be allowed to enter individual apartment units between 11:00 PM and 5:00 AM. During this time, deliveries can be collected by residents from the designated security area.

26 DISPUTES:

- 26.1** In case of any disputes between the Association and the members/ apartment owners in relation to their respective rights and obligations, such disputes should be submitted for arbitration to a retired District Judge or the High court Judge or the High Court judge selected from out of the names agreed by the Association and the Members/ Apartment owners and decision of such arbitrators shall be final and binding on the parties and the expenses for the arbitration shall be borne equally by the parties, unless awarded otherwise.
- 26.2** In case of any dispute between the Association and tenants in relation to their respective rights and obligations, the Executive Committee will call upon the member/apartment owner to redress/ rectify the situation created by his tenant. If the same is not redressed / rectified within a reasonable time, the Association will call upon the member/ Apartment Owner to change the tenant, and the Member/ Apartment Owner is obliged to do so. However, the association does not have rights to restrict the renting of the flat to any person.

27 ANNUAL GENERAL BODY MEETING:

- 27.1** The annual general body meeting of the Association shall be held before September of each year to:
- 27.1.1** Receive and adopt the annual report of the Executive Committee and the audited statement of accounts.
 - 27.1.2** Elect the Office Bearers for the current year.
 - 27.1.3** Appoint an Auditor and fix the remuneration for the audit for the current year.
 - 27.1.4** Consider any other matters with the permission of the Chairperson.
- 27.2** A clear notice of twenty-one (21) days shall be given for all Annual General Meetings. One-third (1/3rd) of the members present shall constitute a quorum. If the quorum is not present within thirty minutes of the scheduled time, the meeting shall be adjourned to the same day, time, and place on the following day. At such adjourned meeting, no quorum shall be required, and the members present shall constitute the quorum.

28 EXTRAORDINARY GENERAL BODY MEETING:

28.1 Extra ordinary General Body Meetings of the members shall be convened by the Executive Committee:

28.1.1 Whenever the Executive Committee deems it necessary.

28.1.2 On a requisition signed by not less than half of the members of the Association, specifying the subjects to be considered.

28.1.3 A clear notice of twenty-one (21) days shall be given for such Extra-ordinary General Body Meetings. The members present within thirty minutes of the time fixed for the meeting shall form the quorum; if no quorum is present by then, the meeting shall stand dissolved.

28.1.4 If the Executive Committee does not convene the Extra-ordinary General Body Meeting within one month from the date of receipt of the requisition as mentioned above, the requisitioning members themselves may convene such a meeting.

29 CHAIRPERSON OF GENERAL BODY MEETING AND VOTING

29.1 The President of the Association shall be the chairperson of every General Body Meeting, whether Annual or Extra-ordinary. In the absence of the President, or if the Secretary is unwilling to take the chair, the Members of the Executive Committee present shall elect one of their members to act as chairperson.

29.2 Every question submitted to a General Body Meeting shall initially be decided by a show of hands. In the event of a tie, the chairperson shall have a casting vote in addition to their original vote as a Member of the Association.

29.3 A declaration by the chairperson that a resolution has been carried unanimously, by a particular majority, or lost, and an entry to that effect in the minutes book of the Association duly signed by the chairperson, shall be conclusive evidence of that fact, without the need to prove the number or proportion of votes recorded for or against that resolution.

30 VOTES OF MEMBERS

30.1 At a General Body Meeting, every member present in person shall have one vote, decided by a show of hands.

30.2 Votes may be cast either personally by the member or by a proxy who must also be a member. The instrument appointing a proxy shall be in writing, signed by the appointer, and must be specific to each meeting.

30.3 However, if there is a default in payment of monthly charges or any other amount due to the Association related to that apartment or if the member is removed, disqualified or termination of membership, the member representing that apartment shall have no right to vote in any meetings for as long as the default continues.

31 ELECTION PROCESS:

Office Bearers & Executive Committee Members Method of Election:

31.1 Office Bearers & Executive Committee Members should prepare voter's list before One month of the election and verify of and it should be placed in the Society's Notice Board, and it is to be placed in common places like near lift in ground floor area of each block. Missing names of the General members from the voters list shall be included in the voters list 15 days from the date of application.

31.2 The notice should be sent in person or by post or email to the Secretary on duty before One month of expiry of the term. Election for Executive Officer is to be conducted.

31.3 The Election officer and Assistant Election officer are to be elected by conducting General Body Meeting 40 days before the expiry of the term of Executive committee.

31.4 After the declaration of the Election, the Election officer and Assistant Election officer should notify the date of filing nomination, the last date for nomination, the date of withdrawals, date of scrutinizing and election date. This notification should be placed in the noticeboard.

31.5 The Executive Committee Members and Office Bearers of the Association and General Body Meeting members, have to conduct the elections by following the rules and regulations of the Tamil Nadu Public Elections, it is the duty of the President and Secretary. In the absence of Election officer, the Assistant Election officer shall perform this duty.

31.6 Those who want to contest in the election should obtain their nomination form from the Association during the working hours of the Association. Nomination form shall be issued 3 days continuously before 30 days of election.

- 31.7** The Nomination form should be filled, and one member must propose it and another second it and it should be submitted to the Election officer before the last date for filing of nomination.
- 31.8** The candidate, who submitted the nomination form but does not want to contest in the election later, can withdraw his / her nomination paper by 5 P.M. on the third day from the final date of nomination
- 31.9** If anything matters related to the election and its results should not be discussed in detail orally. The decision of the Election Officer is final.

32 ELIGIBILITY OF OFFICE BEARERS

- 32.1** The Candidate must be at least 21 years of age on the date of nomination
- 32.2** The Candidate must be an Owner or Co-Owner (Joint Owner) of the Apartment/Unit.
- 32.3** In the case of Co-Ownership arrangements, only one authorized person may be nominated or vote on behalf of one Apartment/Unit.

33 ALTERATIONS TO BYLAWS AND REGULATIONS:

- 33.1** These Bylaws and regulations may be altered or amended by a special resolution passed by a two-thirds majority of the members present and voting in favor at an Extra-ordinary General Body Meeting convened solely for that purpose.

34 BYLAWS BINDING ON MEMBERS:

- 34.1** Every member of the Association shall be bound by these Bylaws and Regulations, including any alterations or modifications made from time to time in accordance with the prevailing Act.

35 ENFORCEMENT OF BYLAWS

- 35.1** The Executive Committee of the AMAZE shall be the primary authority responsible for the enforcement of these Bylaws and Regulations
- 35.2** The Executive Committee is empowered to take appropriate steps to ensure compliance by all members, their tenants, and any other occupants with the provisions of these Bylaws.

35.3 Every member of the Association is bound to comply with these Bylaws, including any amendments made from time to time. Members also have a collective responsibility to uphold the provisions by reporting violations and participating in meetings where enforcement decisions or disciplinary actions are discussed

35.4 In the event of any breach or non-compliance, the Executive Committee shall have the authority to take suitable action, including but not limited to issuing warnings, Issue notices to members found in breach, imposing penalties or fines as prescribed in the Bylaws, restricting access to amenities, or initiating legal proceedings, recover dues or damages through appropriate legal means as deemed appropriate.

35.5 Any dispute regarding the interpretation, enforcement, or violation of these Bylaws shall be addressed by the Executive Committee, whose decision shall be binding unless overruled by the General Body.

36 GENERAL:

36.1 In these Bylaws and Regulations, words importing the singular shall include the plural and vice versa. Words importing the masculine gender shall include the feminine gender as well.

36.2 For matters not specifically provided for in these Bylaws and Regulations, the provisions of the Tamil Nadu Apartment Ownership Act, 2022, and the Tamil Nadu Apartment Ownership Rules, 2024 prescribed thereunder shall apply.

36. 3 The Association shall have a common seal in its name and style which shall remain in the custody of the Secretary and shall be used only under the authority of the Association of the Board concerned

DECLARATION

The above said Bylaws are the True Copy and the fact of our "AMAZE BY URBAN TREE APARTMENT OWNERS' ASSOCIATION, **PORUR**" as per Tamil Nadu Apartment Ownership Act, 2022, and the Tamil Nadu Apartment Ownership Rules, 2024 is best of our knowledge and belief. These members have voluntarily come forward and have been elected unopposed for the welfare of the community.

SL.No	Name	Post	Block & Floor No	Signature
1	K.J. KINI	President	A-103	
2	B. SUNDARESAN	Vice-President	C-505	
3	R. PRABHAKAR	Treasurer	B-310	
4	V. KRISHNAKUMAR	Secretary	B-505	
5	K.S. NARAYANAN	Joint Secretary	C-304	
6	S. RAVICHANDRAN	EC Member	A-407	
7	K. KRISHNAN	EC Member	A-202	
8	V. VARUN KRISHNAN	EC Member	B-107	
9	D. KARTHIK	EC Member	B-203	
10	RADHA PADMANABHAN	EC Member	C-201	
11	M.S. JOHN XAVIER	EC Member	C-306	
12	KANDARPA VSN MURTHY	EC Member	B-306	
13	K S CHAITANYA	EC Member	C-102	
14	KARTHIK M	EC Member	A-503	
15	PRAWIN	EC Member	A-106	
16	RANJUSHA SURESHKUMAR	EC Member	C-106	
17	RINI SANTHOSH	EC Member	A-104	
18	PAGADALA DEVARAJ SEKAR	EC Member	A-506	
19	SUBHULAKSHMI MS	EC Member	A-505	
20	WINSTON VINEETH	EC Member	A-405	
21	SURESH KUMAR. D. K	EC Member	C-506	

PLACE: Chennai

DATE:

SIGNATURE OF PRESIDENT

WITNESS:

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