



தமிழ்நாடு தமில்நாடு TAMILNADU

S. Govindarajan

V.KALYANE
Licenced Stamp Vendor
Licence No.3822/17/11/93
17,Sripuram Second Street
Royapettah, Chennai- 600014

CC 487365

13.1.2021

கால்கம் பதினாற் எண் : 234 / 2020

1st
PAGE CORRECTION N1 ✓

List of Executive Committee Members

Casagrand Asta Apartment Owners Association - Block-8,Ward-D,Srinivasa Nagar,
Karakku Hamlet, Pattravakam Village,Ambattur Taluk,Thiruvallur District

Sr No.	Name	Designation	Occupation	Address
1.	GOVINDARAJAN	President	Employee	New No.5, Plot1617,F-3, Pankaja Apartyment, 8th Street, J Block , Anna Nagar, Aminjikarai[URBAN], Aminjikarai Taluk, Chennai District, Tamil Nadu, Pincode - 600040, India
2.	KISHORE KUMAR	Executive Committee Mmeber	Employee	89B, Sasirekama Nagar,Kanadasan Nagar, Perambur (Part 1)[URBAN], Perambur Taluk, Chennai District, Tamil Nadu, Pincode - 600118, India
3.	SHANMUGA MOORTHY	Vice President	Employee	2785, First Floor,6th Street, Y Block,12th main road, Anna Nagar, Aminjikarai[URBAN], Aminjikarai Taluk, Chennai District, Tamil Nadu, Pincode - 600040, India
4.	SIVARAMAKRIS HNAN	Secratory	Employee	B-102, Casagrand Asta,,Srinivasa Nagar, Karukku Hamlet, Pattravakam Village,Ambattur Taluk,Thiruvallur District, Tiruvallur_1[URBAN], Tiruvallur Taluk, Tiruvallur District, Tamil Nadu, Pincode - 600053, India
5.	SUDHA	Treasure	Employee	Block-8,Ward-D,Srinivasa Nagar, Karukku Hamlet, Pattravakam Village,Ambattur Taluk,Thiruvallur District, Tiruvallur_1[URBAN], Tiruvallur Taluk, Tiruvallur District, Tamil Nadu, Pincode - 600053, India



6.	SARAVANAN	Executive Committee Member	Employee	D 205, casagrand Asta ,Srinivasa Nagar, Karukku Hamlet, Pattravakam Village,Ambattur Taluk,Thiruvallur District, Tiruvallur_1[URBAN], Tiruvallur Taluk, Tiruvallur District, Tamil Nadu, Pincode - 600053, India
7.	MANOJ KUMAR AGARWAL	Executive Committee Member	Employee	E 416, Casagrand Asta,Srinivasa Nagar, Karukku Hamlet, Pattravakam Village,Ambattur Taluk,Thiruvallur District, Tiruvallur_1[URBAN], Tiruvallur Taluk, Tiruvallur District, Tamil Nadu, Pincode - 600053, India

Memorandum

1. Name of the Society : Casagrand Asta Apartment Owners Association
Block-8,Ward-D,Srinivasa Nagar,
Karukku Hamlet, Pattravakam
Village,Ambattur Taluk,Thiruvallur
2. Address of the society : District, Tiruvallur_1[URBAN],
Tiruvallur Taluk, Tiruvallur District,
Tamil Nadu, Pincode - 600053,
India
3. Main objective : To work for the welfare of the
owners and residents in
Casagrand Asta Apartment
Complex

4

3rd
PAGE CORRECTION NO 1 ✓

FORM NO. V

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

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

1) Name of the Society	Casagrand Asta Apartment Owners Association
2) Date of Registration	- 18 / DEC / 2020
3) The Registration Number and Year of Registration	- SRG / CHENNAI NORTH / 134 / 2020 year: 2020
4) Presented By	HSB PARTNERS LAW FIRM, chennai

To

The Registrar of Societies,

Chennai North

Sir,

Casagrand Asta Apartment 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 Casagrand Asta Apartment Owners Association situated at Block-8, Ward-D, Srinivasa Nagar, Karukku Hamlet, Pattravakam Village, Ambattur Taluk, Tiruvallur District, Tiruvallur_1 [URBAN], Tiruvallur Taluk, Tiruvallur District, Tamil Nadu, Pincode - 600053, India on the..... day of..... Month

Signature

Designation of position in

Relation to the society

நகல்தாங்கி எண் : 234 /2020
நிவாசத்தின் பெயர் : CASAGRANZ ASTA APARTMENT OWNERS ASSOCIATION

ஆவணாத்தின் பேர்ட் : பட்டவுடம் - IV

வரிசை எண் : 314

பதினாற் கெப்பிப்பு நாள் : 18/12/2020

போதினால் உதவுவது : தொடர்பு

நிவாசத்தின் பெயர்
ஏ. ரஷா



18/12/2020

S^m

PAGE CORRECTION NO:

✓

Dated the..... day of



6^m PAGE CORRECTION NO 1 ✓

FORM NO. VI

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

REGISTER OF MEMBERS

1. Name and Address of the Society : Casagrand Asta Apartment Owners Association, Block-8, Ward-D, Srinivasa Nagar, Karukku Hamlet, Pattravakam Village, Ambattur Taluk, Thiruvallur District, Tiruvallur_1 [URBAN], Tiruvallur Taluk, Tiruvallur District, Tamil Nadu, Pincode - 600053, India

2. Date Of Registration :

3. The Registration number and Year of registration : -

Sr No.	Name of the member	Full Address of the member	Occupation	Date of Enrolment	Date of Resignation or Removal	Remarks
1.	GOVINDARAJAN	New No.5, Plot 1617, F-3, Pankaja Apartment, 8th Street, J Block, Anna Nagar, Aminjikarai [URBAN], Aminjikarai Taluk, Chennai District, Tamil	Employee	08/10/2020	-	-



		Nadu, Pincode - 600040, India				
2.	KISHORE KUMAR	89B, Sasirekama Nagar,Kanadasan Nagar, Perambur (Part 1)[URBAN], Perambur Taluk, Chennai District, Tamil Nadu, Pincode - 600118, India	Employee	08/10/202 0	-	-
3.	SHANMUGA MOORTHY	2785, First Floor,6th Street, Y Block,12th main road, Anna Nagar, Aminjikarai[URBAN], Aminjikarai Taluk, Chennai District, Tamil Nadu, Pincode - 600040, India	Employee	08/10/202 0	-	-
4.	SIVARAMAKRIS HNAN	B-102, Casagrand Asta,,Srinivasa Nagar, Karukku Hamlet, Pattravakam Village,Ambattur Taluk,Thiruvallur District, Tiruvallur_1[URBAN], Tiruvallur Taluk, Tiruvallur District, Tamil Nadu, Pincode - 600053, India	Employee	08/10/202 0	-	-
5.	SUDHA	Block-8,Ward-D,Srinivasa Nagar, Karukku Hamlet, Pattravakam Village,Ambattur Taluk,Thiruvallur District, Tiruvallur_1[URBAN], Tiruvallur Taluk, Tiruvallur	Employee	08/10/202 0	-	-

		District, Tamil Nadu, Pincode - 600053, India				
6.	SARAVANAN	D 205, casagrand Asta ,Srinivasa Nagar, Karukku Hamlet, Pattravakam Village,Ambattur Taluk,Thiruvallur District, Tiruvallur_1[URBAN], Tiruvallur Taluk, Tiruvallur District, Tamil Nadu, Pincode - 600053, India	Employee	08/10/202 0	-	-
7.	MANOJ KUMAR AGARWAL	E 416, Casagrand Asta,Srinivasa Nagar, Karukku Hamlet, Pattravakam Village,Ambattur Taluk,Thiruvallur District, Tiruvallur_1[URBAN], Tiruvallur Taluk, Tiruvallur District, Tamil Nadu, Pincode - 600053, India	Employee	08/10/202 0	-	-

ஈடுத்திடல் எண் : 934/2020

ஈகுத்தில் பெயர் : CASA VGRAND ASTA APARTMENT OWNERS ASSOCIATION

முபனாத்தின் பெயர் : பார்வதி வி.

அறிமுக எண் : 4/4

தியை செய்யப்பட்ட நாள் : 18/12/2020

குடும்ப உறுப்பினர் தொகை :

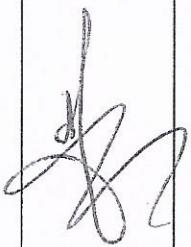
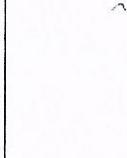
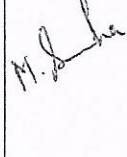
திரு. வி. வி. வி. 18/12

18/12/2020



BYE-LAWS

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

S.No	Member's Name	Occupation	Address	Signature
1.	GOVINDARAJAN	Employee	New No.5, Plot1617,F-3, Pankaja Apartyment, 8th Street, J Block , Anna Nagar, Aminjikarai[URBAN], Aminjikarai Taluk, Chennai District, Tamil Nadu, Pincode - 600040, India	
2.	KISHORE KUMAR	Employee	89B, Sasirekama Nagar,Kanadasan Nagar, Perambur (Part 1)[URBAN], Perambur Taluk, Chennai District, Tamil Nadu, Pincode - 600118, India	
3.	SHANMUGA MOORTHY	Employee	2785, First Floor,6th Street, Y Block,12th main road, Anna Nagar, Aminjikarai[URBAN], Aminjikarai Taluk, Chennai District, Tamil Nadu, Pincode - 600040, India	
4.	SIVARAMAKRIS HNAN	Employee	B-102, Casagrand Asta,,Srinivasa Nagar, Karukku Hamlet, Pattravakam Village,Ambattur Taluk,Thiruvallur District, Tiruvallur_1[URBAN], Tiruvallur Taluk, Tiruvallur District, Tamil Nadu, Pincode - 600053, India	
5.	SUDHA	Employee	Block-8,Ward-D,Srinivasa Nagar, Karukku Hamlet, Pattravakam Village,Ambattur Taluk,Thiruvallur District, Tiruvallur_1[URBAN], Tiruvallur Taluk, Tiruvallur District, Tamil Nadu, Pincode - 600053,	

			India	
6.	SARAVANAN	Employee	D 205, casagrand Asta ,Srinivasa Nagar, Karukku Hamlet, Pattravakam Village,Ambattur Taluk,Thiruvallur District, Tiruvallur_1[URBAN], Tiruvallur Taluk, Tiruvallur District, Tamil Nadu, Pincode - 600053, India	
7.	MANOJ KUMAR AGARWAL	Employee	E 416, Casagrand Asta,Srinivasa Nagar, Karukku Hamlet, Pattravakam Village,Ambattur Taluk,Thiruvallur District, Tiruvallur_1[URBAN], Tiruvallur Taluk, Tiruvallur District, Tamil Nadu, Pincode - 600053, India	

Signed in our presence this 30th day of November 2020

Name	:	ANAND
Father's Name	:	S GOVINDARAJAN
Address	:	New No.5, Plot 1617,F-3, Pankaja Apartment,8th street, J block, Anna Nagar, Aminjikarai[URBAN], Aminjikarai Taluk, Chennai District, Tamil Nadu, Pincode - 600040, India
Signature	:	

Name : AS MUKUNDAN
Father's Name : SRINIVASAN
F 208, Casagrand
Asta,Srinivasa Nagar, Karukku
Hamlet, Patravakam
Village,Ambattur
Address : Taluk,Thiruvallur District,
Tiruvallur_1[URBAN], Tiruvallur
Taluk, Tiruvallur District, Tamil
Nadu, Pincode - 600040,
India
Signature : A.S. Mukundan

நடத்துவத் தேதி: : 23/1/2020
சமூகத்தின் பெயர்: CASAGIRAND ASTA APARTMENT OWNERS ASSOCIATION
ஆவணாக்கிள் போன்றீ! அதைப்பற்றியிருப்பது
வரிசை எண்: 1/4
பதிவு செய்யப்பட்ட நாள்: 18/12/2020
கோர்ட்டு உதவியிடத் தலைவர்:

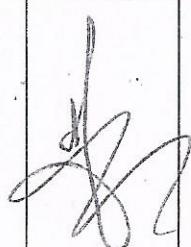
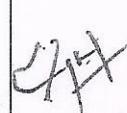
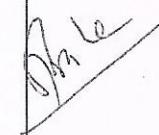
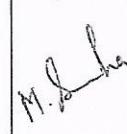
திரு. வி. வி. வி.
சமூகத்தின் பதிவாளர்
நடத்துவத் தேதி: 18/12/2020

2/12/2020



BYE-LAWS

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

S.No	Member's Name	Occupation	Address	Signature
1.	GOVINDARAJAN	Employee	New No.5, Plot1617,F-3, Pankaja Apartment, 8th Street, J Block , Anna Nagar, Aminjikarai[URBAN], Aminjikarai Taluk, Chennai District, Tamil Nadu, Pincode - 600040, India	
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4.	SIVARAMAKRIS HNAN	Employee	B-102, Casagrand Asta,,Srinivasa Nagar, Karukku Hamlet, Pattravakam Village,Ambattur Taluk,Thiruvallur District, Tiruvallur_1[URBAN], Tiruvallur Taluk, Tiruvallur District, Tamil Nadu, Pincode - 600053, India	
5.	SUDHA	Employee	Block-8,Ward-D,Srinivasa Nagar, Karukku Hamlet, Pattravakam Village,Ambattur Taluk,Thiruvallur District, Tiruvallur_1[URBAN], Tiruvallur Taluk, Tiruvallur District, Tamil Nadu, Pincode - 600053,	

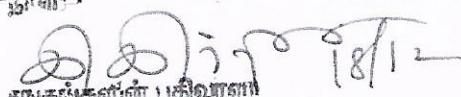
			India	
6.	SARAVANAN	Employee	D 205, casagrand Asta ,Srinivasa Nagar, Karukku Hamlet, Pattravakam Village,Ambattur Taluk,Thiruvallur District, Tiruvallur_1[URBAN], Tiruvallur Taluk, Tiruvallur District, Tamil Nadu, Pincode - 600053, India	
7.	MANOJ KUMAR AGARWAL	Employee	E 416, Casagrand Asta,Srinivasa Nagar, Karukku Hamlet, Pattravakam Village,Ambattur Taluk,Thiruvallur District, Tiruvallur_1[URBAN], Tiruvallur Taluk, Tiruvallur District, Tamil Nadu, Pincode - 600053, India	

Signed in our presence this 30th day of November 2020

Name	:	ANAND
Father's Name	:	S GOVINDARAJAN
Address	:	New No.5, Plot 1617,F-3, Pankaja Apartment,8th street, J block, Anna Nagar, Aminjikarai[URBAN], Aminjikarai Taluk, Chennai District, Tamil Nadu, Pincode - 600040, India
Signature	:	

Name : AS MUKUNDAN
Father's Name : SRINIVASAN
Address : F 208, Casagrand
Asta,Srinivasa Nagar, Karukku
Hamlet, Patravakam
Village,Ambattur
Taluk,Thiruvallur District,
Tiruvallur_1[URBAN], Tiruvallur
Taluk, Tiruvallur District, Tamil
Nadu, Pincode - 600040,
India
Signature : A.S. Mukundan

மதுத்தை எண் : 234/2020
 அங்கத்தின் பெயர் : CASAGRANDE ASTA APARTMENT OWNERS ASSOCIATION
 ஆவணத்தின் பெயர் : இரண்டு
 வரிசை எண் : 2/4
 பதிவு செய்யப்பட்ட நாள் : 18/12/2020
 தொழில் பெயர் :



அங்கத்தின் பதிவாளர்
 ஏ. ராம்கண



 18/12/2020



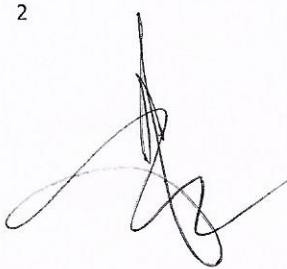
MEMORANDUM OF ASSOCIATION
OF THE
CASAGRAND ASTA APARTMENT OWNERS ASSOCIATION
[REGISTERED] KORATTUR, CHENNAI
AN ASSOCIATION REGISTERED UNDER THE TAMIL NADU SOCIETIES
REGISTRATION ACT, 1975

<u>MEMORANDUM OF ASSOCIATION</u>	
1.	<u>NAME OF THE ASSOCIATION :</u> The Name of the Association shall be “CASAGRAND ASTA APARTMENTS OWNERS ASSOCIATION (hereinafter referred to as “CGAAOA/the Association”).
2.	<u>REGISTERED OFFICE:</u> The address of the Registered office is at Block-8, Ward-D, Srinivasa Nagar, Karukku Hamlet, Pattaravakkam Village, Ambattur Taluk, Thiruvallur District-600053.
3.	<u>AREA OF OPERATION:</u> The area of operation of CGAAOA shall be restricted to CGAA, situated at Block-8, Ward- D, Srinivas Nagar, Karukku Hamlet, PattaravakkamVillage, Ambattur Taluk, Thiruvalleur District- 600053, Tamil Nadu.
4.	<u>AIMS AND OBJECTIVES OF THE CGAA:</u> <u>The Aims and Objectives are as follows:</u> <ol style="list-style-type: none"> 1. To work for the welfare of the owners and residents of Apartments in the CGAA Complex comprising of nine Blocks namely A,B,C,D,E,F,G,H and J; 2. To act as an Association of Apartment Owners of the CGAA Complex, in such a manner as to protect the legitimate rights, privileges and interest of all its Owners; 3. To provide for the security, safety, maintenance, repair, replacement, or improvement of Common Areas and Amenities of the CGAA Complex by proportionate contribution from the owners, and if necessary, by raising loans for that purpose and to establish/renew contracts with the contractors/service providers/suppliers, as and when required, for the aforesaid purpose;



	<p>4. To ensure that the nine Blocks comprising of A, B, C,D,E,F, G, H and J are properly maintained, managed and administered as per procedure prescribed under the Bye-laws of the CGAAOA ("Bye-laws");</p> <p>5. To provide for, and do all or any of the matters as laid down in the Bye-laws and so provided in sub-section (2) of Section 13 of the Tamil Nadu Apartment Ownership Act, 1994;</p> <p>6. To establish and carry on jointly with individuals or institutions, or on its own volition, educational, physical, social, recreational, or other activities, for the benefit of the Apartment Owners;</p> <p>7. To invest, or deposit monies to the advantage of the Owners as laid down in these Bye-laws;</p> <p>8. To institute, prosecute and defend suits and other proceedings in which the CGAAOA may be involved and negotiate, settle or compromise with third parties on any matter affecting the common rights and properties of the CGAAOA. To engage the services of any professionals like advocates, tax consultants etc., for the aforesaid purposes.</p> <p>9. To represent the owners, collectively before the Government and other authorities on matters that may affect the owners collectively, monetarily or otherwise (on matters related to the Apartments) and take such steps as are found necessary in this regard.</p> <p>10. To operate as a non-profit making organization.</p> <p>11. To frame rules and administration procedures with the approval of the General Body of the CGAAOA. The Management Committee (hereinafter referred to as "MC") is however authorized to frame rules and administrative procedures and modify the same, from time to time, provided the same is not inconsistent with the Bye-laws herein and it is duly ratified at a subsequent meeting of the General Body of the Association.</p> <p>12. To do all things that is necessary and convenient in the expeditious attainment of the Objectives specified in these Bye-laws.</p> <p>13. The CGAAOA shall not act beyond the scope of its object without suitably amending the provisions of the Bye-laws of CGAAOA.</p>
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Dated at Chennai on this 20th day of November,2020



BYE-LAWS OF THE
CASAGRAND ASTA APARTMENT OWNERS ASSOCIATION [REGISTERED]
KORATTUR, CHENNAI

AN ASSOCIATION REGISTERED UNDER THE TAMIL NADU SOCIETIES REGISTRATION ACT, 1975

1.	<p><u>SHORT TITLE AND APPLICATION</u></p> <p>1. These Bye-laws may be called the Bye-laws of the CASAGRAND ASTA APARTMENT OWNERS ASSOCIATION (Regd.) Korattur, Chennai.</p> <p>2. Casagrand Asta Apartment Owners Association has been registered before the District Registrar of Societies, Chennai under the provisions of Tamil Nadu Societies Registration Act, 1975.</p> <p>3. These Bye-laws shall apply to "Casagrand Asta Apartments" situated at Block-8, Ward- D, Srinivas Nagar, Karukku Hamlet, Pattaravakkam Village, Ambattur Taluk, Thiruvallur District 600053 and which comprises of 4 storied buildings namely Blocks A,B,C,D,E,F,G,H and J as also the premises, lands, green areas, swimming pool, club house, parks, play area etc., contained within this gated walled complex.</p> <p>4. All present owners, their successors-in-interest, tenants, future tenants, or their employees, or any other person who may use the facilities of the CGAA's Complex in any manner shall be bound by the provisions set forth under these Bye-laws.</p>
2.	<p><u>NAME OF THE CGAAOA:</u> The Name of the Association shall be "Casagrand Asta Apartment Owners Association"</p>
3.	<p><u>ADDRESS OF THE REGISTERED OFFICE OF CGAAOA:</u> The Registered office of the CGAAOA is situated at Block-8, Ward- D, Srinivasa Nagar, Karukku Hamlet, Pattaravakkam Village, Ambattur Taluk, Thiruvallur District 600053, Tamil Nadu.</p>
4.	<p><u>DATE OF FORMATION:</u> 08 October 2020</p>
5.	<p><u>JURISDICTION OF THE REGISTRAR :</u> The Registrar of Societies, Thiruvallur District – North, Chennai</p>

6.	<u>WORKING HOURS :</u> The Business hours of the CGAA shall be between 9.00 am to 11.00 am and 4.00 pm to 6.00 pm, on all working days except Sundays and Government holidays.
7.	<u>DEFINITIONS:</u> In this Bye-law, unless the context otherwise requires, -- <ul style="list-style-type: none"> 1. "Act" means the Tamil Nadu Apartment Ownership Act, 1994 (Tamil Nadu Act 7 of 1995); 2. "Apartment" means a part of property intended for any type of independent use in a building, intended to be used for residence and means a residential Apartment sold as such, by the builder or an Owner. The Apartment shall not be used for any purpose other than residential, except with specific, written permission of the Managing Committee, and under such terms and conditions as may be laid by it. A group of Apartments makes a Block. The entire group of Blocks constitutes the Apartment Complex. A duplex Apartment shall count as a single Apartment for voting purposes, although its square footage shall be the basis for computing the maintenance payable by the Owner thereof; 3. "Apartment Complex" means a set of residential blocks from Block A,B,C,D,E,F,G,H and Block J and hereinafter referred to as 'CGAA Complex' which is inclusive of all common amenities; 4. "Block" means a separate and self-contained set of Apartments. There are nine Blocks namely A,B,C,D,E,F,G,H and J forming the entire Apartment Complex; 5. "Committees" means the Committees of the CGAAOA elected in accordance with these Bye-laws; 6. "Common Areas and Amenities" means areas and amenities including indoor play area, Gymnasium, swimming pool, Play lawn, jogging track, Amphi Theatre, Party Hall, skating area, Home theatre, club house and cricket play area and any other area that may be earmarked for common use and facilities which are for the common use of residents, their guests, visitors and their employees; 7. "Common Privileges" means all rights with respect to the Common Areas and Amenities that are entitled to be enjoyed only by lawful Owners, in accordance with the terms hereof and as permitted by CGAAOA, and includes the following: <ul style="list-style-type: none"> i. Right to use the lifts; ii. Right to use the terrace; iii. Right to park in common areas; iv. Right to use guest parking; v. Right to use service areas; vi. Right to use basements; and vii. Right to use play areas, gyms, swimming pool and other recreational areas. 8. "Financial Year" means a period commencing from the first day of April of a year and ending on 31st day of March of the subsequent year; 9. "Occupant" means a person who occupies the Apartment with the consent of the Owner as a lessee, tenant at will, licensee or otherwise

	<p>10. "Office Bearers" means the members of the MC who have been elected as President, Vice President, Secretary, Joint Secretary, Treasurer and Joint President of the CGAA by the General Body.</p> <p>11. "Owner" means any individual, partnership firm, HUF, Company or CGAAOA of Persons owning an Apartment acquired through a registered instrument from the Builder or any subsequent transferee(s) from the Owner.</p> <p>12. "Registrar" means the Registrar as defined in clause (i) of section 2 of the Tamil Nadu Societies Registration Act, 1975 (Tamil Nadu Act 25 of 1975) having jurisdiction over the area with whom the Bye-laws of the CGAAOA of Apartment owners have been registered.</p> <p>13. "Sinking Fund" means amounts being accumulated for meeting future major expenses with respect to repairs, civil works, repainting, renovation, equipment replacement, etc.</p>
8.	<p><u>AIMS AND OBJECTIVES OF THE ASSOCIATION :</u></p> <p><u>The Objective of the Association shall be:</u></p> <ol style="list-style-type: none"> 1. To work for the welfare of the owners and residents of the Apartments in the CGAA Complex comprising of nine Blocks namely A,B,C,D,E,F,G,H and J; 2. To act as an Association of Apartment Owners of the CGAA Complex, in such a manner as to protect the legitimate rights, privileges and interest of all its Owners; 3. To provide for the security, safety, maintenance, repair, replacement, or improvement of Common Areas and Amenities of the CGAA Complex by proportionate contribution from the Owners, and if necessary, by raising loans for that purpose and to establish/renew contracts with the contractors/service providers/suppliers, as and when required, for the aforesaid purpose; 4. To ensure that the nine Blocks comprising of A,B,C,D,E,F,G,H and J are properly maintained, managed and administered as per procedure prescribed under the Bye-laws; 5. To provide for, and do all or any of the matters as laid down in these Bye-laws, and so provided in sub-section (2) of Section 13 of the Act; 6. To establish and carry on jointly with individuals or institutions, or on its own volition, educational, physical, social, recreational, or other activities, for the benefit of the Apartment Owners; 7. To invest, or deposit monies to the advantage of the Owners as laid down in these Bye-laws; 8. To institute, prosecute and defend suits and other proceedings in which the CGAAOA may be involved and negotiate, settle or compromise with third parties on



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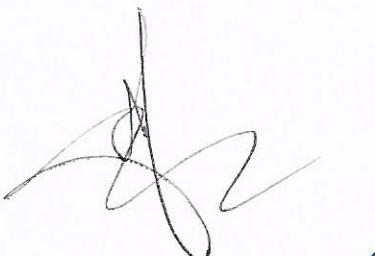
	<p>any matter affecting the common rights and properties of the CGAA. To engage the services of any professionals like advocates, tax consultants etc., for the aforesaid purposes.</p> <p>9. To represent collectively the Owners before the Government and other authorities on matters that may affect the Owners collectively, monetarily or otherwise (on matters related to the Apartments) and take such steps as are found necessary in this regard.</p> <p>10. To operate as a non-profit making organization.</p> <p>11. To frame rules and administration procedures with the approval of the General Body of the CGAAOA. The MC is however authorized to frame rules and administrative procedures and modify the same, from time to time, provided the same is not inconsistent with the Bye-laws herein and it is duly ratified at a subsequent meeting of the General Body.</p> <p>12. To do all things that is necessary and convenient in the expeditious attainment of the Objectives specified in these Bye-laws.</p> <p>13. The CGAAOA shall not act beyond the scope of its object without suitably amending the provisions of the Bye-laws of the CGAAOA for the purpose.</p>
9.	<p><u>LEGAL PROCEEDINGS:</u> The Secretary may bring or defend or cause to be brought or defend any action or legal proceedings towards or concerning any property , right or claim of the CGAAOA and may sue or be sued in respect of any such property, right or claim</p>
10.	<p><u>BUSINESS DIRECTIONS:</u> The President is empowered to give directions regarding the business of CGAAOA.</p>
11.	<p><u>MEMBERSHIP :</u></p> <ol style="list-style-type: none"> 1. All Owners of the Apartment in the CGAA Complex shall automatically be a member of the CGAAOA and must fill in the specified application digital/physical form. The owners will be members of CGAAOA, irrespective of whether they reside in CGAA Complex or elsewhere. All owners of the Apartments in CGAA Complex are entitled to and shall become members of the CGAAOA. Where the Apartment has been purchased by a Company, Trust, HUF, Partnership Firm, Association of Persons etc., the persons authorized by the respective entity shall become a member. 2. Where an Apartment has been purchased jointly by two or more persons, they shall be jointly entitled to the Apartment, but only one among them, will become the member (as agreed between them) and communicated to the Secretary of CGAAOA. In the event, a member who owns the Apartment is unable to represent, with consent from MC his/her spouse may represent as member/office bearer (but the owner must give due authorization to spouse in writing).



3. Where the owner of an Apartment in the CGAA Complex has rented it to another party/person or has permitted another person/party to reside therein, such resident is bound by the rules and regulations of CGAAOA.
4. Upon the sale of an Apartment, the purchaser of such an Apartment shall become a member of the CGAAOA and he shall have to pay a sum, as may be specified by it from time to time, towards fees to the Association. The purchaser shall also be liable to settle by to it all payment dues and arrears of the erstwhile Owner. The purchaser shall also pay the monthly maintenance charges as applicable for a new member in these Bye-laws. The membership of the erstwhile Owner shall cease on the sale or transfer of an Apartment.
5. On the death of the Owner or on account of gift or by will executed by the Owner, his/her/ their Apartment shall be transferred to the person, or persons, to whom bequeathed or Gifted or Willed, or to the legal successor in case no testamentary declaration has been made. The legatee or the successor shall, on satisfactory completion of legal formalities, if any, automatically become a member of the CGAAOA, with the same rights and privileges as the previous owner. All outstanding dues owed to CGAAOA by such deceased/outgoing owner shall become liable for immediate settlement by the successor.
6. Change of ownership of Apartment/change in tenancy or occupancy shall be intimated in writing to the Secretary of CGAAOA, within one month by the previous incumbent.
7. The right of admission of membership vests with the decision of the Association.

12. MAINTENANCE CHARGES/DONATION AND ENTRANCE FEES:

1. The expenses on maintenance of Common Areas and Amenities of CGAA shall be borne by the members, to be paid to the Association. For this purpose, members shall pay a monthly maintenance charge of Rs 2.50 per sq.ft. (plus applicable taxes) of the total Apartment area comprised of Apartment plinth area and proportionate share in common area and it is subject to revision, which shall be decided only by the General Body. The cost of purchasing water when it is required must be borne by all members, as worked out by MC, on actual basis.
2. Any amount that may be decided from time to time by the General Body towards the maintenance charges and other levies shall be payable by all the Apartment Owners to the CGAAOA to promote the objects of the Association.
3. The monthly maintenance charges shall be paid on or before 5th of every month or in advance, as may be decided by General Body.



	<p>4. All payments to the CGAAOA shall be made by crossed account payee local cheque/demand drafts/NEFT in favour of 'CASAGRAND ASTA APARTMENT OWNERS ASSOCIATION'. Outstation members should pay by demand draft/cheque payable in Chennai or by way of transfer through NEFT.</p> <p>5. Any member who is in arrears of any dues/subscription duly prescribed and notified by the MC, shall not be allowed to contest or to vote at the meetings of the CGAAOA. A member will be deemed to be in arrears of dues if he/she/it has not paid the same within two weeks of the due date.</p> <p>6. No member may exempt himself from liability for his/her/its contribution towards the common expenses by waiver of the use or enjoyment of the general and restricted common areas and facilities or by abandonment of his/her apartment.</p>
13.	<p><u>MANNER OF TRANSACTING BUSINESS:</u></p> <p>1. The Secretary is empowered to transact all the business of the CGAAOA in conformity with the object of the CGAAOA. However, he shall also present an Annual Report and audited accounts for each past year and a broad programme and budget for the ensuing year. The President shall give the direction, with the consultation of the MC, to amend or discontinue any programme or to accept and carryout any fresh programme.</p> <p>2. Decision of the General Body shall be made by simple majority vote and in case of a tie, by a casting vote by the President, save in the case of special resolutions.</p>
14.	<p><u>MANAGEMENT OF THE ASSOCIATION:</u></p> <p>The affairs of the CGAAOA shall be governed by a MC. All members of the MC including Office Bearers shall be working in a voluntary and honorary capacity. They shall not be paid any salary or compensation for their work.</p>
15.	<p><u>POWERS AND DUTIES OF THE MANAGING COMMITTEE:</u></p> <p>The MC have all the powers and duties necessary for the administration of the affairs of the CGAAOA, and may do all such acts, and things as are, by law or by these Bye-laws directed to be exercised and done by the owners. The MC shall also have the powers to nominate persons, to assist the MC in its day-to-day activities. The MC shall also have the powers to form sub-committees for handling specific areas such as house-keeping, landscaping, safety and security, engineering, cultural and sports etc., and assign such duties to them as they deem appropriate for the better upkeep and maintenance of the CGAA Complex.</p>



16.	<p><u>OTHER DUTIES:</u></p> <p>In addition to the duties imposed by these Bye-laws, or by the resolution of the General Body, the MC shall be responsible for:-</p> <ul style="list-style-type: none"> i. Preservation, maintenance & upkeep and safety of the Common Areas and Amenities; ii. The assessment, and collection of all charges towards maintenance/supply of goods and services and the general upkeep of the Common areas and Amenities; iii. Evaluating & approving any notices to residents requesting money contributions for special events such as New Year eve celebrations etc. However, such contributions shall be on a voluntary basis only; iv. The appointment, remuneration, and dismissal of the personnel/agency necessary for the maintenance and operation of Common areas and Amenities; v. The setting up of a proper procedure for maintaining the books of accounts and carrying out the audit; vi. To inspect the accounts kept by the treasurer and examine the registers and account books, and to take steps for the recovery of all sums due to the CGAAOA; vii. To sanction working expenses, maintain cash balances, and deal with miscellaneous business transactions; viii. To see that the Minutes book is written up promptly, and is signed duly by one of the MC members so authorized in this behalf; ix. To hear and deal with complaints; x. To make all payments to Government, semi-Government and such other bodies, as due by the CGAAOA; xi. Finalize budget to be presented to Annual General Meeting (Hereinafter referred to as "AGM"); xii. Present Audited accounts to AGM; xiii. To levy and collect parking fee from owners who do not have parking slots, an amount as determined by the General Body from time to time, subject to availability, on a first cum first served basis, in accordance with rules & regulations prescribed by the CGAAOA from time to time; xiv. Any non-budgeted expenses of Rs. 5,00,000/- (Five lakhs) or above shall require the Majority approval of the CGAA members at a General Body Meeting(Hereinafter referred to as "GBM").
17.	<p><u>REGULAR MANAGEMENT COMMITTEE MEETING:</u></p> <ol style="list-style-type: none"> 1. Regular meetings of the MC may be held at such time, and place, as shall be determined from time to time, by a majority of MC members at its meeting, but at least twelve such meetings shall be held during each year. Notice of regular meetings of the MC shall be given to each MC member, personally, or by electronic mail at least seven days prior to the day fixed for such meeting.



	<p>2. The Secretary shall maintain the minutes of the meeting. The minutes shall be prepared by the Secretary or any MC member appointed by the Secretary. The minutes shall be prepared in consultation with the President, and the Secretary shall cause such minutes to be recorded within 30 days of the meeting so held.</p>
18.	<p><u>SPECIAL MANAGEMENT COMMITTEE MEETINGS:</u></p> <p>Special meetings of the MC may be called by the President by duly serving notice to each MC member, personally, or by electronic mail, which notice shall state the time, place (as herein above provided), and purpose of the meeting. The period of notice to each member, given for such a meeting shall be decided by the president, dependent on the urgency of the matter to be discussed at such a meeting. Special meetings of the MC shall also be called by the President, or Secretary, in a like a manner, and on like notice, on the written request of at least five MC members. If the President and Secretary refuse to call the meeting after such request by at least 75 percentage of the total MC members, then any other MC member may call the meeting.</p>
19.	<p><u>WAIVER OF NOTICE:</u></p> <p>In case a meeting of MC is required to be called without the notice period as mentioned above then before, or at any such meeting of the MC any member, may in writing, waive notice of such meetings, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any such meeting of the MC shall be tantamount to waiver of notice by him/her of the time and place thereof. If all the members are present at any meeting of the MC, no notice shall be required, and any business may be transacted at such a meeting.</p>
20.	<p><u>QUORUM FOR THE MEETING OF THE MANAGEMENT COMMITTEE:</u></p> <p>All members of the MC present for a meeting will sign the attendance register. Once signed the member will be deemed to be present for the full duration of meeting. At all meetings of the MC, the presence of 51 percentage of the MC members, shall constitute a quorum for the transaction of business, and the acts of the members present at the meeting at which the quorum is present, shall be the acts of the MC. If at any meeting of the MC, there be less than a quorum present, the majority of those present may adjourn the meeting, initially to the next 30 minutes, failing which to a subsequent date or time. If at such an adjourned meeting also no quorum is present, any business which was tabled for discussion at the meeting may be taken up, without further notice, and the decisions arrived at shall be binding on all. Any and all decisions and resolutions of the MC require the consent of at least 2/3rd(67 percentage of the members present in the meeting).</p>



21.	<p><u>RESIGNATION OF MANAGEMENT COMMITTEE MEMBER:</u></p> <p>An elected MC member may resign at any time by sending a letter of resignation to the President or in his absence to the Secretary of the CGAAOA, but the resignation shall take effect from the date of acceptance by the 51 percentage of the other MC members or one month from tendering resignation whichever is earlier. On resignation, it is the responsibility of the resigning member to ensure a smooth transition and to organize and to handover the handled activities and responsibilities.</p>
22.	<p><u>DESIGNATION:</u></p> <p>The designations of the “Office Bearers” of the MC shall be the President, Vice-President, Secretary, the Joint Secretary, the Treasurer and MC Members, all of whom shall be ‘Resident Owners’ as defined above.</p>
23.	<p><u>SELECTION OF OFFICE BEARERS:</u></p> <p>The Office Bearers are elected at the GBM. The number of Office Bearers will be 9, namely, 1 President, 1 Vice- President, 1 Secretary, 4 Joint Secretaries, 1 Treasurer, 1 Joint Treasurer and in all 27 committee members (including sub-committees). Upon selection of the MC members prior to the GBM, the Election Committee for the Association (hereinafter referred to as “EC”) will finalise the members contesting for the various posts of the Office Bearers. The notice calling for a GBM will include the name and other details of such contestants. At the GBM, after appointment as MC members, the election for the post of Office Bearer shall be decided based on voting and the person getting the maximum numbers of votes cast in his/her favour shall be elected for that post and such elected Office Bearers shall hold office. The Term of Office of the existing Office Bearers (elected before adoption of this Bye-laws) will continue their office either till the expiry of their term (as defined in the Bye-laws in force when they got elected) or resignation or disqualification.</p>
24.	<p><u>REMOVAL OF A MEMBER OF THE MANAGEMENT COMMITTEE:</u></p> <p>At any regular or special meeting of the General Body, duly called, any one, or more of the MC members, including the Office Bearers, may be removed, with a cause, by a two – third majority of votes, and a successor may thereafter be nominated/elected (in case of MC/for respective block)’ or elected (in case of Office Bearer)’ to fill the vacancy thus created. Any MC member, whose proposed removal has been included in the agenda of such meeting, shall be given an opportunity to be heard at the meeting. A person so removed shall not be eligible to stand for re-election to the MC for a period of two years.</p>
25.	<p><u>ORGANISATION MEETINGS OF THE MANAGEMENT COMMITTEE:</u></p> <p>The first meeting of a newly elected MC shall be held immediately after the GBM, or within ten days of the GBM, at such a time and place as shall be fixed, by the elected members and notice shall be necessary to the newly elected MC members in order to legally constitute such a meeting, and a majority of the MC members shall be present.</p>



26.	<p><u>DUTIES, POWERS & FUNCTIONS OF OFFICE BEARERS:</u></p> <p>i. <u>PRESIDENT:</u></p> <p>The President shall be the head of the CGAAOA, and shall guide and supervise its various activities. He shall preside over the AGM and MC meetings, the proceedings of which shall be conducted under his direction, and general supervision. His rulings shall be in accordance with the Quorum and voting requirements prescribed. He shall have an additional "casting Vote" in the event of a tie in the voting, except in the case of a special resolution</p> <p>ii. <u>VICE-PRESIDENT:</u></p> <p>The Vice- President shall discharge the duties of the president in his/her absence and also be obliged to fulfil other responsibilities as defined by the MC.</p> <p>iii. <u>SECRETARY:</u></p> <ol style="list-style-type: none"> 1. The Secretary together with all the MC members shall be responsible for all day to day activities relating to the proper management, maintenance and upkeep of the Common areas and Amenities of the CGAA Complex. 2. Look after the administration and other affairs and attend to all correspondence. 3. Keep accurate records/minutes of the proceedings of all meetings of the MC, and of the AGM and Special Meetings; 4. Give effect to the directions and decisions taken at such meetings; 5. Manage and control the staff and take disciplinary action where necessary; 6. Institute, prosecute and defend suits and other proceedings in which the CGAAOA may be involved, and may be decided by the MC; 7. And generally perform all such duties as are incidental to the office of secretary. The Secretary shall maintain an imprest cash amount of Rs. 25,000/- (Twenty Five thousand only) for incidental expenses or such other amount as may be decided by the MC from time to time. 8. Maintain data Owners and Residents; 9. Ensure that all the originals property related documents, including parent documents, with regard to CGAA Complex are kept in safe custody of the CGAAOA, properly indexed and numbered and properly stored; and 10. Ensure that all CGAAOA related documents, correspondence etc., are kept filed properly. <p>iv . <u>JOINT SECRETARY :</u></p> <p>Assist the Secretary in day to day affairs and discharge duties of Secretary in the absence of the Secretary.</p>




	<p>v. <u>TREASURER :</u></p> <p><u>Responsibilities of the Treasurer:</u></p> <ol style="list-style-type: none"> 1. Collect all dues to the CGAAOA and ensure that proper accounts are maintained of all financial transactions relating to the CGAA. 2. Maintain an imprest cash amount as felt appropriate to meet any incidental expenses for an amount ratified by the MC from time to time. 3. Prepare audited Annual Report and Financial statement of Accounts under the guidance of the MC. 4. Deploy and keep in safe custody the surplus funds of the CGAAOA in accordance with a duly passed MC Resolution. 5. Prepare and file annual and other statements, as applicable, with the authorities concerned.
	<p>vi. <u>MANAGEMENT COMMITTEE MEMBERS:</u></p> <p>The MC Members will assist the Secretary and Treasurer in day to day activities of the CGAAOA and execute the task as assigned by the MC.</p>
27.	<p><u>ELECTION AND TERM OF OFFICE:</u></p> <ol style="list-style-type: none"> 1. The number of MC members will be 27 members. MC will consist of 27 members with representation of 3 Owners for each blocks. 2. The new MC members shall be elected through the following process: 3. The Owner willing to represent his/her block ("candidate") shall satisfy the following conditions: <ul style="list-style-type: none"> i. Minimum age limit of the candidate shall be 21; ii. The candidate shall be Resident Owner; iii. The candidate can nominate himself for only ONE block where his ownership of Apartment is; iv. Nomination of a candidate to contest the election to the MC has to be proposed by at least two persons and seconded by one from the respective block; v. A candidate must not have been convicted by an offense punishable by imprisonment or adjudicated insolvent or of unsound mind; vi. In case an Owner is a Company, body corporate, Builder for his unsold Apartments or any other legal entity other than individual or HUF, they cannot nominate an individual for contesting in the elections; vii. The Existing MC's before the adoption of this Bye-laws will continue their office either till the expiry of their term or Resignation or disqualification; viii. Atleast 45 days before the date fixed for the AGM, the candidate shall submit his/her application for the membership of the MC to the EC.



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| <p>ix. The EC shall scrutinize the applications received from the Candidate and segregate the same on block basis.</p> <p>x. If more than three candidates from a block have applied for MC membership, then election will be held at a time and place specified by the EC, and only the Owners from that particular block will be entitled to vote and elect a person for that particular block. To illustrate , if 4 Candidates belonging to 'Block A' apply for the MC membership, election will be held by the EC, and the candidates obtaining more than no. of votes, by person or proxy, will be elected as MC Member of that 'Block-A'.</p> <p>xi. If the candidates applied for MC membership from a Block do not have any contest, i.e. only two or three Candidates, as the case may be, have applied for MC membership (uncontested candidates"), then such Uncontested Candidates will automatically be elected as MC Member representing such block.</p> <p>xii. The term of office of a MC shall be one year (approximately) and it shall commence at the end of an AGM where the MC is so elected and shall hold office until the subsequent AGM. After completion of three AGMs, the term of Office of MC may be increased with the approval in the GBM.</p> <p>xiii. An AGM shall be called within a period of nine to fifteen months from the date of the previous AGM.</p> <p>xiv. The outgoing President (or Vice President in case President is not available), Secretary (or Joint Secretary in case Secretary is not available) and Treasurer (or Joint Treasurer in case treasurer is not available) would continue to be ex-officio members of the new MC for the next one year, so as to provide smooth transition to the new MC. However, such ex-officio members shall have no voting rights and shall also not be counted to establish a quorum at the MC meeting.</p> <p>xv. No MC member shall be eligible for re-election if he/she has served in the MC for two consecutive terms. However, it is hereby clarified that such outgoing member shall be eligible for re-election to the MC after a gap of one year. It is further clarified that for the purposes of calculating the eligibility under this sub-clause, the two consecutive terms served by any owner shall include any term(s) served by any of his/her spouse, joint Owner or any other representatives(s) for the same apartment.</p> |
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4. VACANCIES:

Vacancies caused in the MCs for any reason, shall be filled in by the MC by duly nominating another non-elected member of the respective block, at the MC meeting held next and such newly nominated member shall hold office, and shall have all rights attached to the said position, until the conclusion of next GBM of the CGAAOA and shall stand eligible for election at such GBM.

Vacancies may be created under the following situations:

1. MC members resigning during their term;
2. Disqualification or demise of MC member;
3. Vacancies shall be filled as per the process laid down below;



	<p>4. The vacancies will be first filled by those candidates of the respective block who could not be elected during the elections in the order of the votes secured.;</p> <p>5. In case the option cannot be carried out and the strength of the MC falls below 50 percentage of the total members, fresh election may be called at MC's discretion for the vacant positions. A notice calling for nomination shall be pasted on all block notice boards and sent via online /email/SMS, inviting nominations from the owners, giving a period of 15 days to file their nominations/applications. Elections will be conducted in a special GBM to elect and backfill the vacant positions. Such election shall strictly follow the procedure set out in the Bye-laws.</p>
28.	<p><u>FILING OF DOCUMENTS:</u></p> <p>The Secretary of the CGAAOA will prepare and file the necessary records required with the Registrar of Societies. The following records will be filed:</p> <ul style="list-style-type: none"> 1. An authenticated copy of statement of accounts with report within 6 months of such passing; 2. A declaration to the effect that the CGAAOA has been carrying on business or has been in operation during the financial year within six months of the completion of AGM. 3. A statement of the names, addresses and occupations of the persons who, at the expiry of the financial year, in Form No. VI within six months of the completion of AGM 4. Change among the members of the CGAAOA (inclusion/removal) and in the committee by way of election in Form No. VII within three months of such change. 5. Any change in the registered office of the CGAA in Form No. V, within three months of such passing the Resolution in the AGM/EGM. 6. Amendment to memorandum and Bye-laws of the CGAAOA in duplicate within three months of such passing the resolution in the AGM. 7. List of mortgaged Property of the CGAAOA in Form No. VIII within one month from the date of Registration of Mortgage Deed.
29.	<p><u>ACCOUNTS & AUDIT :</u></p> <ul style="list-style-type: none"> 1. The accounts shall be maintained by the Treasurer according to Rules 18 and 19 of the Societies Rules, 1978. 2. The financial year of the CGAAOA shall be from April to March every year. 3. The CGAAOA shall present, at its AGM, an audited Financial Statement of the expenses incurred in the maintenance and upkeep of the CGAA Complex, which shall contain: <ul style="list-style-type: none"> i. the statement of Income and Expenditure for the current Financial Year ended 31st March and a comparative statement for the previous Financial Year;



	<p>ii. A summary of the property, assets and liabilities of the CGAAOA, giving such particulars as will disclose the general nature of these assets and liabilities, and how the value of fixed assets have been arrived at;</p> <p>4. The Audited financial statements shall be open for inspection by any Owners of the CGAAOA.</p> <p>5. Publication of audited Financial Statement: A copy of the last Audited Financial statement and of the Report of the Auditor, if any, shall be sent to all the Owners, along with the Notice calling for the AGM, and shall be subject to discussion at the meeting.</p> <p>6. Appointment of External Auditor: The CGAAOA shall appoint at its AGM, an external auditor who shall audit the accounts of the CGAA and shall audit the accounts of the CGAAOA and shall examine the annual return(s) and verify the same with the accounts relating thereto, and shall either sign the same as found by him to be correct, duly verified, and in accordance with law, or specifically report to the CGAAOA in what respect he finds it incorrect, un-vouched, and not in accordance with law.</p> <p>Power of External Auditor: The External Auditor shall be entitled to call for, and examine any papers or documents belonging to the CGAAOA relating to the CGAA Complex, and shall make a special report, to the CGAAOA upon any matter connected with the accounts and other affairs of CGAAOA which the external Auditor deems fit to bring it to the special notice/attention of the CGAAOA.</p>
30.	<p><u>SUPPLY OF DOCUMENTS:</u></p> <p>The copies of Bye-laws, Income & Expenditure statements and Balance sheet will be supplied to members on requisition at the cost of Rupee 1/- per copy per page.</p>
31.	<p><u>FINE/ACTION TO BE TAKEN AGAINST MEMEBRS WHO VIOLATES BYE-LAWS OR RULES OF THE ASSOCIATION:</u></p> <p>Members found guilty of violation of all or any of the Bye-laws of the CGAAOA or rules framed by the MC will be liable for legal action by a resolution passed by the majority of the MC members..</p>
32.	<p><u>DAY TO DAY TRANSACTION OF THE BUSINESS OF THE CGAAOA:</u></p> <p>The Treasurer can have an imprest amount of Rs.10,000/- (Rupees Ten thousands only) to meet the day to day expenditure of the CGAAOA.</p>
33.	<p><u>GENERAL BODY MEETING:</u></p> <p>1. <u>Annual General Body Meeting:</u></p> <p>An AGM of the CGAAOA shall be convened after the expiration of financial year, (i.e.) on or before 30th of September every year.</p>



2. Order of Business:

The Order of business of all AGMs shall be to :

- i. Receive and consider the proof of service of notice of the meeting, or waiver thereof;
- ii. Take a roll-call of the Owners present;
- iii. Consider, and approve the minutes of the previous meeting;
- iv. Consider, scrutinize, approve and accept the Income and Expenditure Account and Balance Sheet of the CGAAOA for the preceding year and approve and sanction the annual budget for the following year which shall include the monthly /quarterly amounts payable by Owners towards maintenance charges and sinking fund;
- v. Consider, approve, and initiate such action as may be necessary on the reports of the secretary and the Auditors;
- vi. Consider, approve, and initiate such action as may be necessary on reports, if any submitted by the MC;
- vii. Consider, and initiate such action as may be necessary on the report of the Registrar, or of the Officer duly authorized by him;
- viii. Consider, and deal with appeals against the actions/inaction of the MC, if any;
- ix. Consider amendments, additions or modifications to the Bye-laws and rules & regulations;
- x. Consider, and deal with unfinished business, if any;
- xi. Consider, and deal with any new business, that may be placed before the General Body;
- xii. Appointment of the new members of the MC;
- xiii. Elect Office Bearers;
- xiv. Consider and approve to incur non-budgeted expenditure of major expenses.
- xv. Any other subject with the permission of the Chair.

3. Powers and Duties of the Association:

- i. The Association shall have the responsibility of administering the CGAA Complex. To this end the Association shall, through the MC, convene annual meetings, and special meetings of the General Body when required, to approve the annual budget and decide upon policy matters affecting the Owners.
- ii. The General Body may also, frame Rules & regulations, and take such decisions from time to time, as may be necessary for the smooth administration of the affairs of the Association, as are not in conflict with its Bye-laws. The decision of the General Body, as approved by atleast Majority of votes which shall be binding on all the Owners, irrespective of whether, or not, they were present at the time of decision making.

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35^m PAGE CORRECTION N1

4. Rights and Responsibilities of the General Body :

The General Body shall:-

1. Take all necessary steps for the effective management of CGAA Complex.
2. Protect the legitimate rights and interests of the Owners in all matters, by lawful means;
3. Assesses, fix and collect the charges to be realized from the Owners for the proper management and maintenance of CGAA Complex, which shall include contribution towards maintenance charges and Sinking Fund;
4. Elect Office Bearers at the GBM;
5. Represent, through the MC, the CGAAOA before all Governmental and other official or non-official bodies in all matters concerning the CGAA Complex
6. Review the work of the MC at its AGM, or any other meeting, and take such action as may be necessary to ensure the efficient working of the MC;
7. Appoint auditors for the following Financial Year, to audit the accounts of the CGAAOA and fix their remuneration. Auditors so appointed shall hold office till the next AGM;
8. To approve the annual budget

5. Time and place of the General Body Meeting:

The GBM of the CGAAOA shall be held at a suitable time and place convenient to the Owners, as may, from time to time, be decided by the MC.

6. Quorum for the meeting of the General Body :

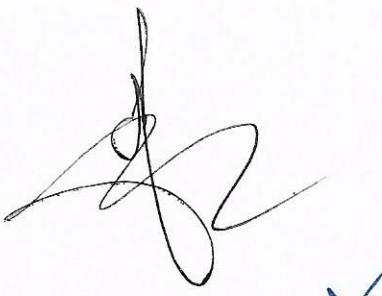
The quorum for the GBM shall be 1/3rd of the total members of the CGAAOA. The presence, in person, carrying at least one tenth of the total votes shall constitute the quorum for a meeting of the General Body. In case the quorum is not available then the owners, who are present may adjourn the meeting to a time not more than forty-eight hours from the time the original meeting was called. At such adjourned meeting, if the quorum is not satisfied then the Owners present shall form the quorum for the purpose of these Bye-laws.

7. Extra Ordinary General Body Meeting:

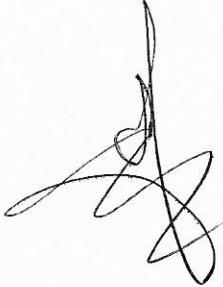
An Extra Ordinary General Board Meeting of the CGAAOA may be convened by the President, for any specific purpose or on the written requisition of the MC or at the request of the Registrar by at least 1/3rd of the members of the CGAA 21 days clear notice shall be given to all the members by post/circular within 30 days of such requisition. The quorum for the special GBM shall be 1/3rd of the members of the CGAA. The notice shall



	<p>specify the date, hour, Agenda and place of the General Body. In default, such meeting may be convened by the individuals requesting for such meeting themselves.</p> <p>8. Notice of General Body Meeting:</p> <p>It shall be the duty of the Secretary to organize a mail or send a notice/circular of each AGM or Special Meeting, stating the purpose thereof, as well as the time and place where it is to be held, to each Owner via e-mail/SMS/notice/ tele-call/ post. It shall be the responsibility of each Owner to ensure that their accurate and up-to-date contact information is furnished to and is reflecting in the CGAAOA records. The Secretary shall also arrange to display such notice on all the notice boards of the CGAA Complex. The notice in the case of the AGM shall be given not less than 21 days prior to such a meeting.</p>
34.	<p>SPECIAL RESOLUTIONS:</p> <p>Special resolution is one passed by 3/4th of the members present in person(Adopt language under the Societies Registration Act) at the meeting. The above resolution is required for amending the memorandum and Bye-laws of the CGAAOA; amalgamate/divide or dissolve the CGAAOA and to change the name of the CGAAOA.</p>
35.	<p>EXHIBITION OF REGISTERS :</p> <p>The members Register, Minutes Book, Annual Returns, Assets Register and Book of Accounts shall be kept at the registered office of the CGAAOA for exhibition/inspection by its members and at during the prescribed time shall be free of cost by giving a requisition in writing to the Secretary of the CGAAOA.</p>
36.	<p>FUNDS OF THE CGAAOA:</p> <ol style="list-style-type: none"> 1. Funds of the CGAAOA shall be deposited in the bank/s approved by the MC and the bank account shall be operated by the Treasurer jointly with the Secretary or President. As far as possible, all payments are to be made by Cheques only. 2. Funds may be raised by the CGAAOA in all or any of the following ways, namely: <ul style="list-style-type: none"> i. By levying the prescribed CGAAOA Membership entrance fee; ii. By levying maintenance charges from owners as per the established frequency; iii. By levying charges from owners towards sinking fund as per established frequency; iv. By receiving advance deposits, and donations from owners; v. From surplus of income over expenditure (if any); vi. By raising loans, if necessary, subject to such terms and conditions as the CGAAOA, with the approval of the general body, may determine in this behalf; vii. In the event of transfer of ownership, by way of sale, the new owner shall be liable to pay an entrance fee of Rs.20,000/- to the CGAAOA immediately on such



	<p>transfer of ownership, or such other amount as may be decided by the CGAAOA from time to time;</p> <p>viii. By hiring/leasing of any permitted common areas /facilities;</p> <p>ix. By levying ‘moving-in’ and ‘moving-out’ charges of deposit of Rs.2500/- per move in and per move out (applicable to both owners and tenants) or such other amount as may be decided by the MC from time to time, as a measure of providing for any damage caused to common property. However, the ‘moving-in’ charge shall not be applicable for the first time ‘moving-in’ to the apartment by any owner. The CGAAOA may also collect a refundable caution deposit (to cover for damages if any) in all such cases in accordance with the rules and regulations.</p> <p>x. By parking charges from owners who do not own or have reserved parking slots and visitors’ car parking charges as may be decided by the MC from time to time, subject to availability, on first come first served basis;</p> <p>xi. By collecting charges for usage of notice board, distribution of pamphlets etc., as may be levied by the management from time to time;</p> <p>xii. By levying charges for any coaching related activities that make use of the common areas and facilities as may be decided by the MC;</p> <p>xiii. By organizing sponsorship events, fundraising events etc.;</p> <p>xiv. By levying an “owner non-occupancy charge” per Apartment for rented out units, as may be decided by the MC from time to time;</p> <p>xv. While usage of facilities club house, swimming pool, squash court, tennis court, gym, sauna etc are free for all Owners and their tenants, , appropriate charges will be levied for outsiders, or guests of owners/tenants, when permitted, as decided by MC.</p> <p>xvi. Preference will be given to Owners for using common facilities, against guests of owners/tenants, except in circumstances when an advanced reservation is made by owner/tenant for guests</p> <p>xvii. Levying charges through rental for using community hall for functions/events</p> <p>xviii. Levying tariffs against sale of edible snacks from cafeteria.</p> <p>xix. Any other income or revenue generated by the CGAAOA;</p> <p>xx. Rental income from all properties including terraces owned by the CGAAOA.</p> <p>xxi. CGAAOA will apply on owners, a refundable deposit from Rs.5,000/- to Rs.50,000/-, in circumstances an owner is carrying out repairs, renovations within his apartment, causing movement of materials and external service team. On completion of repairs, when declared by the owner, the deposit will be returned without interest, less charges, in terms of damage to common properties, injury to persons. An indemnity bond would have to be signed by owner carrying out repairs, for the purpose of safety of all inmates.</p>
37.	<p><u>INVESTMENTS:</u></p> <p>The CGAAOA shall keep surplus funds in Fixed Deposit accounts with Banks/Post Office Schemes/Government Securities. For the purposes of these Bye-laws, Government Securities shall mean those securities the principal whereof and the interest whereon shall be fully and unconditionally guaranteed by the Central Government or the State Government.</p>




38.	<p><u>ADJOURNMENT OF MEETINGS:</u></p> <ol style="list-style-type: none"> 1. If required quorum is not present at the appointed hour, the meeting shall be adjourned to the next half an hour on the same day. No quorum is required for the adjourned meetings whereas the meeting is called on requisition from the member shall stand dissolved if quorum is not present at the appointed time. 2. The President of the CGAAOA will preside over the meetings. In the absence of the President, the Vice President can preside over the same. In the absence of both the President and the Vice President the members present, may choose a chairman from among themselves to preside over the meeting. 3. If any of the committee members or office bearers fails to attend three consecutive meetings without any proper leave of absence, he shall be removed from the committee.
39.	<p><u>ELECTION COMMITTEE:</u></p> <ol style="list-style-type: none"> 1. <u>The EC shall be responsible for conducting the election for</u> <ol style="list-style-type: none"> a. Selecting the members of MC prior to the AGMs; and b. Selecting the office bearers out of the members of MC appointed at the AGM 2. <u>Formation of EC to be carried out as per the following provisions:</u> <ol style="list-style-type: none"> a. The EC will be formed by the MC. The selection and formation of EC will be at least two months before the date of each AGM. b. Total of five persons are required to form an EC. c. EC may avail the support of the legal counsel of the CGAAOA as and when required d. Members of the EC must be resident owner(s) in the CGAA Complex. e. The EC will be formed through call for volunteers, and members of EC will be other than members of the MC 3. <u>Selection of the members of MC :</u> <ol style="list-style-type: none"> a. The EC shall invite nominations/applications, conduct scrutiny of applications to accept/reject the applications/candidates, to make announcement of candidates and declare the elected member of the MC. b. If only two (or three in case of blocks with 1BHKs) persons of a particular block are willing to be member of the MC, they will be deemed to be selected subject to appointment at the AGM. If more than two (or three in case of blocks with 1BHKs) persons of a particular block are willing to be member of the MC, then the EC will schedule a date and time for that respective block and select members of the MC, through a secret ballot.



- c. The members of the MC will be selected at least 30 days prior to each GBM. The said members will take office at the ensuing GBM upon appointment;

4. Selection Office Bearers:

- a. Once MC members are selected, the person seeking to become Office Bearers shall file an application to the EC. No MC member shall apply for more than one post of Office Bearers.
- b. Once the list of candidates contesting for various positions of office bearers is received by the EC, the Committee will conduct the elections in the GBM where the members of the CGAAOA will vote to elect the Office Bearers in accordance with the Bye-laws.
- c. The EC will provide the
 - (i) list of selected MC members;
 - (ii) the list of selected MC members contesting for the various post of Office Bearers; and
 - (iii) the process to be followed in the AGM for election of the Office Bearers, to the then MC.

The notice to be circulated to the apartment owners for calling for AGM will include the above details as provided by the EC.

- d. The term of office of the existing Office Bearers (elected before adoption of this new Bye-laws and) will continue their office either till the expiry of their term (as defined in the Bye-laws in force when they got elected) or Resignation or disqualification.

5. Finalizing voters list for election and the General Body Meeting :

EC should finalize the final list of eligible Voters list and publish the names through e-mail/Post or any electronic means to all members and including placing such list in all the notice boards of all the blocks, not later than one month before the GBM in which such an election is announced.

6. Voting in General Body Meeting:

- a. Each owner shall be entitled to one vote per Apartment owned by him/her.
- b. All corporate and institutional owners are entitled to only one vote for all units held by them. It is clarified that the builder/developer/land owner will also have one vote each.
- c. The disqualified owner is not eligible to vote at a GBM.
- d. Votes must cast either in person or by proxy. In relation to the Apartments owned by companies, body corporate or any such legal entities, the authorized representative of such respective Owners may attend the meeting and vote at a GBM.
- e. Voting will be by a secret ballot system.



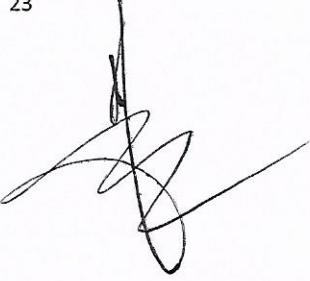
7. Proxies :

1. Votes shall normally be cast in person. If, for any reason, an owner who is entitled to vote, is unable to be present, he /she/they may authorize any person to vote as their Proxy, for him/her/them. One owner shall nominate only one proxy to vote. The proxy may act as a proxy for only one Owner. The role of proxy (unless he is an owner) is only restricted to the extent of casting of votes as authorized by the Owner. The proxy (unless he is an owner) cannot participate in the deliberations of the GBM.

2. In relation to the apartments owned by Companies, corporates or any such legal entities, the authorized representative of such respective owners may attend the meeting, and only One authorized representative shall be treated as 'Proxy' for the owners.

8. Scrutiny of Proxies:

The EC shall be responsible to scrutinize all the Proxies attending at the GBM for voting and approve their original eligibility to ensure the correctness and validity of the proxies attending the meeting for voting.



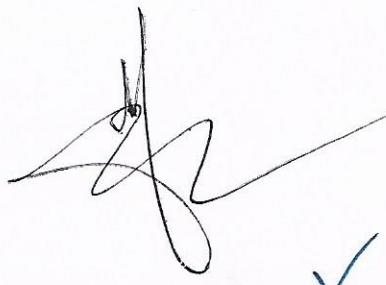
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RIGHTS, OBLIGATIONS & PRIVILEGES OF MEMBERS :

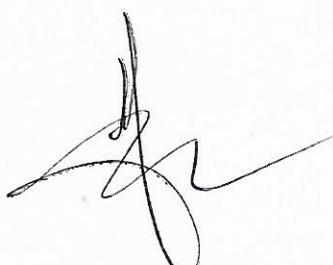
1. Every Owner shall abide by the Bye-laws of the CGAAOA and follow all rules and regulations of the CGAAOA, as conveyed through the MC.
2. Every Owner shall abide by the Bye-laws of the CGAAOA and this code of conduct as here in provided and follow all instructions of the general body, as conveyed through the MC.
3. Every owner shall pay in advance assessments as fixed by the MC for the proper upkeep and maintenance of common areas and facilities which shall include monthly or quarterly payments towards
 - a) maintenance charges accounted under general operating fund, to meet date today expenses for repair, maintenance, insurance premium, management etc; and
 - b) Building a sinking fund for meeting future major expenses w.r.t repairs, civil works, repainting, renovation, equipment replacement etc.
4. The assessment shall be made pro-rata according to the super built-up area of each Apartment vis-a-vis the total super built up area of CGAA Complex. All such assessments shall be paid within the prescribed time and place, failing which a penalty will be applicable and services rendered by the CGAAOA like generator, water, club house and such other access, and other amenities will be discontinued.
5. Every Owner who lets his/her/their apartment for occupation by others on lease, tenancy, mortgagee, or otherwise, shall include in the relevant agreement, clause as approved by the CGAAOA, binding the Occupant to pay, in proper time, the monthly maintenance assessments directly to the CGAAOA, failing which the penalties laid down in clause 40 herein under imposed. A copy of the said agreement along with an undertaking by the Occupant to abide by the Bye-laws of the CGAAOA, and to make payment in full, and in time, all maintenance assessment as raised, shall be submitted to the CGAAOA before occupation of the apartment. This however, shall not absolve the owner from his/her/their responsibility to ensure that all assessments on his/her/their/apartment or paid in time jointly, and in the event of any default by his/her/their Occupant, shall himself/herself/themselves make all payments as raised by the MC.
6. Every Owner shall perform promptly all maintenance and repair work within his/her/their apartment, which if omitted would affect the building entirely, or in a part belonging to other owners being expressly responsible for the damages and liabilities that his/her/their failure to do so may endanger. In doing so he/she/they shall not make any alteration, or modification which may affect the façade or the main structure of the building or the common walls or floors between two units.
7. Every Owner shall bear the cost of all repairs to the internal installations of his/her/their apartments.
8. Every Owner/resident shall fully, and without delay, reimburse the CGAAOA for any expenditure in repairing or replacing any damages to the common areas and facilities cost through his/her/their fault.



9. Every Owner or resident shall grant the right of entry to the MC members, or any person authorized by them, in case of any emergency originating in or threatening his/her/their apartment whether the owner is present or not.
10. Every Owner or resident shall permit the MC members or any person authorized by them to enter the apartment for the purpose of performing installations, alterations, or repairs to the mechanical or electrical services, provided that the request for entry are made in advance, and that such entry is at a time convenient to the owner. In case of an emergency such right of entry shall be immediate and without notice.
11. Every Owner shall ensure that the Apartment is not used for any purpose other than residential, except with the express, written permission of the MC and that other spaces allotted to him/her/them are utilized only for the specified purposes for which the allotments are made.
12. In special circumstances, MC, after due scrutiny, may allow a resident to allow small number of students (maximum of two) to take private tuition of academics/ music/ cultural hobbies developments. Should the number of students become more, then they would be allowed to use common rooms of the club, at a daily/monthly rental, decided by the MC. In no event, such tuition /coaching activity, should disturb the neighborhood.
13. Depending on the reasonable requests from the Owners in the CGAA Complex the MC may allow activities, such as coaching for yoga, karate, cricket etc., to take place in earmarked common area, for which, MC may make appropriate charges, decided on merits of such activity, provided such activity should not disturb the neighborhood.
14. Strict Covid-19 rules must be followed in all Common Area by all concerned, in line with Government's guide lines, with regard to social distancing, hand sanitizations and wearing of masks. All inmates must be willing to access themselves for any routine Covid-19 pre-checks that may have to be implemented.
15. The apartments shall also not be used as serviced Apartments.
16. Every owner/resident shall ensure that his/her/their children play only at places allotted if any and during the as prescribed by the MC.
17. Every Owner or resident shall ensure that the building and the common areas should not be made dirty and that garbage or trash is segregated and disposed all in accordance with the rules and regulations prescribed by the CGAAOA from time to time.
18. Every Owner or resident shall ensure that the rights and privileges of other owners are respected and that no inconvenience is caused to them in any manner.
19. Every Owner or resident shall ensure that the staff employed by him/her/them bear a good character and shall be responsible for their behavior and actions while in his/her/their service. Owners/resident shall be responsible to ensure that their staffs follow all rules laid by the MC, without exception.
20. Every owner or residential use of the lifts in such a manner as not to damage them in any way whatsoever and follow the rules and regulations prescribed by CGAAOA from time to time.



21. Every Owner/resident shall exercise due care in ensuring that the noise/audio levels whilst using musical instruments, television sets, amplifiers etc., or whilst undertaking carpentry, civil work etc., shall not cause any undue disturbance to neighbors and/or residents of other apartments and shall follow the rules and regulations prescribed by CGAAOA from time to time.
22. Repair works can only be carried out in Apartments between 0900 and 1800 hours of the day.
23. Residents keeping domestic animals or other pets shall abide by the municipal sanitary rules and regulations prescribed by the CGAAOA from time to time.
24. Residents must apply and register with the CGAAOA for a formal record of approval for keeping pets in their apartments.
25. Residents will be liable to pay penalty imposed by MC, in respect of littering caused by the pets. Pets cannot be allowed to roam around outside the Owners Apartment in the dark hours. In any case pets when taken on the Common Areas, are to be accompanied by the Owner or a care taker, and are responsible for any damage or injury to persons, within the CGAA Complex
26. Every Owner shall furnish relevant particulars of any person/persons other than the owners themselves in occupation of his/her/their apartment as may be required by MC. A letter of authorization for such occupation shall be given to the MC before the occupation.
27. No Owner shall sell, or otherwise transfer his/her/their apartment to anyone without prior notice to the CGAAOA and/or without paying in full all amounts due to the CGAAOA. Any default in this regard will result in the transferee being denied any or all of the services rendered by the CGAAOA including the supply of water unless the transferee undertakes to pay all the dues and does so before occupation of the apartment.
28. No Owner shall make any structural or other modifications which may alter the facade of the building in any way, whatsoever, save and except window grills installed from inside of the apartment, which may be provided as a measure of safety, but only as approved by the MC, and under its written orders.
29. No Owners/resident shall make any structural modification whatsoever within the apartment which shall compromise the structural safety of the building such as demolition or modification to load-bearing columns/walls etc. or the repositioning of toilets/bathrooms from the original/approved plans etc. Any non-structural modification or alteration or repair other than normal wear and tear related within the apartment or on installations located therein shall need prior written approval of the MC. Such requests by the owner shall be in writing to the President/Secretary of the MC. The MC shall have the obligation to answer within 60 days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification, repair, alteration or installation being undertaken. The MC shall not refuse permission, unless the work proposed is likely to affect the safety of the building, or the installations provided therein, or alters the facade, or unduly inconveniences the residents of the adjacent apartments or is in violation of the governmental requirements. The MC may even demand a written report/opinion of the structural Engineering firm, chosen from

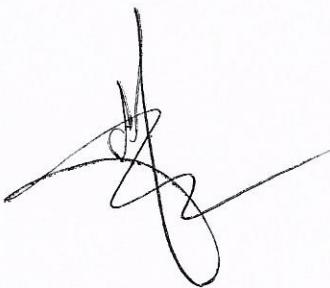


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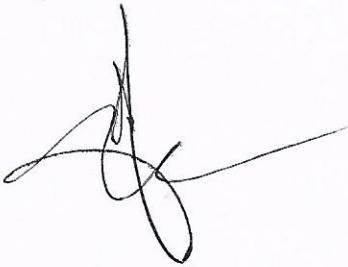
	<p>its list of empaneled firms, to be arranged by such owner at his/her cost. All decisions taken by MC in this regard shall be final and binding.</p> <p>30. No Owner/residential place or cause to be placed in the lobbies, vestibules, stairways, elevators and other common areas any furniture, potted plants, packages, or objects of any kind, except while in normal transit through them. Bicycles will be permitted provided these do not cause obstruction of fire passage.</p> <p>31. No Owner/resident shall park his/her/their car, three or two-wheeler except at the place allotted to him/her/them. Visitor's vehicles shall be part only in the allotted locations and shall abide by the rules drawn up time to time by the CGAAOA. Only one car shall be parked in the one parking space. It is a specific precondition that all vehicles parked within the CGAA Complex are at owner's risk.</p> <p>32. No Owner/residential place any object in the common areas, especially in the lobbies, window sills, lifts, stairways, emergency exit etc. and shall follow all rules and regulations prescribed for this purpose, by the CGAAOA from time to time.</p> <p>33. No Owner/residential put up any hoardings, advertisement, notice, or poster of any kind, in or on CGAA Complex, except as authorized by the CGAAOA.</p> <p>34. No Owner/resident shall hang garments, wet clothes, rugs, etc from the windows, balconies, parapets, or from any of the facades of the building, as this is prohibited.</p> <p>35. No Owner/residential shall dust rugs in any manner on the windows, balconies or on the common areas, including the lobbies and landings.</p> <p>36. No Owner/resident shall install wiring for electrical, telephone, or fax machines, television antenna, air-conditioning units, or machines on the exterior of the building, which protrudes through, or above the walls or roof, except as authorized by the MC.</p> <p>37. No Owner/resident shall engage any staff of the CGAAOA for any personal work.</p> <p>38. No Owner/resident, or any person connected with him/her/them, shall cause any damage, whatsoever, to any asset of the CGAAOA. In the event of so doing, if there is uncovered amount out of the insurance coverage then same will be borne by the owner/resident.</p> <p>39. No Owner/resident shall use the common areas for any purpose which may hurt the sentiments, or feelings of any of the residents. The decision of the MC shall be final and binding in all such cases.</p> <p>40. No Owner/residential use any part of the premises including his/her/their apartment for any commercial activities whatsoever. Usage of apartment premises for the purpose of Paying Guest Accommodation (defined but not limited to, where an owner or any person on behalf of owner, provides the apartment for temporary stay without a lease agreement with the Occupant, OR any other usage promoting transitional stay), service Apartment, company guest houses (defined but not limited to; where an Owner leases out the apartment to a company which provides the apartment for temporary stay without a lease/rental agreement with the Occupant for the specific premises or any usage promoting transitional stay) is prohibited by the CGAAOA. Upon violations of above conditions and not limited to, MC reserves the right to restrict usage of common facilities.</p>
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41. No Owner/resident shall object to any work being undertaken by the MC which is in the common interest of the owners, even if such work may cause some inconvenience to him/her/them.
42. No Owner/a resident shall, under any circumstances, threaten, abuse, reprimand, assault or in any way take up with the staff employed by the CGAAOA, but may report any misbehavior, or neglect of duty by them to the MC.
43. Use of CGAA Complex club facilities is restricted to residents of the apartment only (resident owners or tenants). Club house facilities may also be extended to guests of residence on a chargeable basis only. Club house usage fee may also be levied on resident owners or tenants if approved by the General Body. The use of club facilities shall be in accordance with certain prescribed rules and regulations framed by the CGAAOA from time to time and MC will publish the club usage policy.
44. In case of inter-apartment seepage/leakages, the MC shall fix the responsibility, in consultation with the apartment owners concerned, who shall be responsible to repair the same and the decision of the MC shall be final and binding on the owner/s concerned. Generally, the Owners residing in the upstairs Apartment would be responsible, for seepages downwards, and must cooperate entirely to well investigate, rectify the faults, without disputes, at their costs.
45. All Owners/resident of the CGAA Complex shall adhere to all rules, regulations, code of conduct that may be formulated by the general body from time to time.
46. All Owners/resident of the CGAA Complex shall ensure that their vehicles are driven within prescribed speed limits keeping utmost safety of residents in mind and shall also follow all rules and definitions prescribed for this purpose, by the CGAAOA from time to time.
47. All Owners/residents shall ensure that the potted plants and other decorative items kept in their respective balcony spaces or terraces are kept within their balconies/terrace space at floor level only thereby ensuring utmost safety to fellow residents and shall also follow all rules and regulations prescribed for this purpose, by the CGAAOA from time to time.
48. No Owners/family member(s) or the tenant or any other person(s) shall form any parallel society to the CGAAOA.
49. Any Owner/resident violating any rules and regulations/Bye-laws of the CGAA may invite disciplinary/legal action against him/her by the CGAA so as to make them comply with the said rules and regulations.
50. Garbage from Apartments must be properly segregated and secured, to be handed over to the duty staff, and ensure that there are no items of dangerous nature in the garbage disposed.
51. Littering of garbage, or pets excrements in Common Areas are prohibited, and attract penalties, as decided by MC. Owners are expected to fully cooperate with MC, to ensure pets should not become nuisance to anyone in the community.
52. Safety: It is very important that children and minors are left to roam around in common areas, without being escorted by their guardians. If women, children, or aged persons are using Common Areas (such as park, in the dark hours), this should be well informed to the security gate, for surveillance of their personal safety.



	<p>53. CGAAOA will not be responsible or liable to damages/injuries sustained by family members, due to their negligence to adhere to reasonable precautions, within the CGAA Complex. Parents must exercise due diligence with respect to their wards, for their safety at all times</p>
41.	<p><u>PENALTIES:</u></p> <ul style="list-style-type: none"> i. The liability of payment of the maintenance charges shall at all time be that of the Owner. Under no circumstance can non-receipt of the maintenance bill be cited as a reason for delayed payment. No waiver of penalty shall be made if a resident expresses inability to pay due to non-receipt of the invoice. Residents are expected to contact the estate manager and obtain a copy of invoice and ensure payment within the due date. Any owner who fails to pay any amount is due to the CGAAOA and is a "Defaulting Owner", shall be debarred from voting or standing for election to MC. Any outstanding dues from the apartment owner beyond the due date shall carry interest at the rate of 12% per annum on such outstanding amounts. The maintenance charges shall be payable by check, digitally or any other mode as instructed by the MC. ii. Non-payment of dues to the CGAAOA for 60 days or over from the due date shall constitute just and sufficient reasons for the MC to deny the use of any, or all, of the facilities and services, including the supply of water, offered to its owners, provided that due notice in writing, which shall not be less than seven days, is given to the Defaulting Owner. The notice shall be sent by registered post. In the event of the registered letter or not being accepted by the defaulting owner, the notice shall be affixed to the main door of his/her/their apartment, and also put up on the notice board of the CGAAOA for the information of its owners. On expiry of seven days from the date of notice is posted on the door of the defaulting Owner's apartment, the CGAAOA shall be entitled to initiate action for withdrawing its services to the defaulting owner. Additionally, legal action can be initiated against the Owner and also against the tenant to clear all pending dues. iii. In the event of default in payment of dues to the CGAAOA, the CGAAOA shall have the right to deduct such dues from any money/deposits lying to the credit of such defaulting owner in the accounting records of the CGAAOA.



GENERAL RULES & REGULATIONS :

43.

1. Display of Religion/political flags:

As a general policy towards peaceful coexistence, and harmonious living within the CGAA Complex, CGAAOA will not permit pictures/ symbols of religious faith, or political leaders to be displayed in the common areas. No congregations of religious group are allowed in common area.

2. Fire Safety Team/Drill:

MC will short list a fire safety team among the residents, particularly consisting of young residents, and arrange periodic training and drill, to combat fire emergencies, within the CGAA Complex, while simultaneously, professional assistance is sought from Fire Brigade, in emergency. The team will be made to be familiar in using portable fire extinguishers, fire hose nozzles, and be able recognize class A,B,C fires.

3. Emergency FIRST AID:

MC will arrange keeping of updated first aid kit in proximate location and also arrange for periodic training and exercise on First Aid practice, to a team of young residents

4. Apartment Management and Staff:

The MC may employ, for the CGAAOA, a person who shall be designated as Apartment Manager, or any other designation as the MC may decide for the purpose of carrying on the day today activities necessary for achieving the objectives of the CGAAOA. A three-member recruitment committee will be constituted for this purpose out of MC members for processing the selection of estate manager and other staff of the CGAAOA. The final selection of each staff member and the terms of employment/services, compensation etc, shall be as approved/ratified by MC.

5. Affiliation:

Should there be any established Federation, or CGAAOA of Apartment owners, the CGAAOA may, if it is considered to be in the interest of the owners to do so, become a member thereof, and pay the membership/entrance fees from time to time, payable to such Federation/CGAA under the rules thereof.

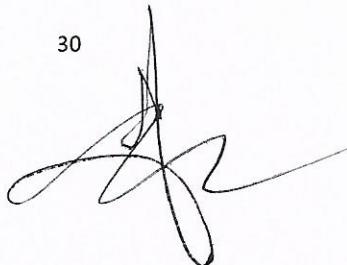
6. Notice to the Association:

Any owner, who mortgages his/her/their apartment, shall notify the CGAAOA, through the President of the MC, the name and address of his/her/their mortgagee, and the CGAA shall maintain such information in the book entitled "Mortgages of Apartment". The mortgager shall pay all dues to the CGAAOA before effecting the mortgage, failing which, the services of the CGAAOA shall not be made available to the mortgagee.

7. Notice of unpaid assessments:

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PAGE CORRECTION M1 ✓

The CGAAOA, shall, at the request of a mortgagee of an apartment, report any unpaid assessment due from the owner of such an apartment. The mortgager shall pay all such dues to the CGAAOA before affecting the mortgage, as aforesaid.

8. Compliance:

The Bye-laws are set forth to comply with the requirements of the Act. In case, any of these Bye-laws conflict with the provisions of the said Act, it is agreed, and accepted that the provisions of the said act shall prevail. In case of any disputes, jurisdiction shall be the courts of Chennai, in the state of Tamil Nadu, India.

9. Seal of the Association:

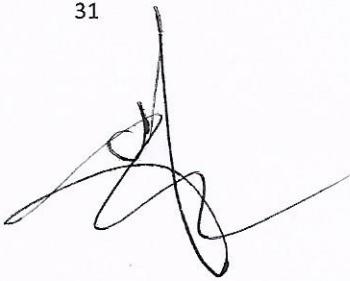
The CGAAOA shall have a "Common Seal", which shall be in the custody of the secretary and shall be used only under the authority of resolution of the MC, and every date, or instrument, to which the seal is affixed shall be attested, for or on behalf of the CGAAOA by the secretary and two other office bearers of MC.

10. Indemnity:

All the MC members of the CGAAOA whether past or present shall be indemnified and hold harmless against all liabilities for their actions, inactions done in the best interest of the CGAAOA and the owners. In case any legal proceedings are initiated against them in their official capacity past or present the CGAAOA shall bear all legal expenses for defending them, provided the MC member(s) is/are not guilty of gross negligence or willful misconduct in the performance of their official duties.

8. Disciplinary Committee:

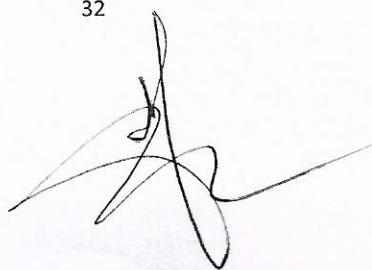
- i. The MC shall appoint a disciplinary committee for the tenure of MC consisting of 3 MC members and two non-MC members who shall form and shall act as the disciplinary committee to look into various needs of CGAAOA, they may from time to time appoint additional enquiry committees as and when necessary.
- ii. The president shall head this committee.
- iii. This committee shall look into complaints received from owners as well as MC members.
Furthermore, matters pertaining to negligence of the MC members shall also be decided by the Disciplinary Committee. The Disciplinary Committee shall have the power to issue notices to effected parties. The Disciplinary Committee can also summon witnesses to depose before it. The affected parties shall be given ample opportunity to put their case before the Disciplinary Committee.
- iv. The orders passed by the disciplinary committee can be appealed against either at the next GBM or Special GBM.



9. Vendor Management :

- i. The MC shall appoint a Vendor Management Committee ("VMC") for the tenure of MC that (i.e One year) consisting of 5 MC members, who are not Office Bearers.
- ii. Appointing small outdoor vendors, like supply of water cans, daily milk, food delivery services, etc., will be allowed by VMC, under close monitoring.
- iii. Vendors such as a mini vegetables/mini departmental store/canteen, will be duly scrutinized, through tenders.
- iv. The VMC shall comply with the following vendor engagement code:
- v. Decide on the minimum number of Vendors upfront for a service. If there is a difficulty in finding the minimum Vendors same should be brought to the notice of Office Bearers and the number revised. However, any service must have at least 2 Vendors. VMC will invite tenders in sealed envelopes which will be opened after due date in presence of the VMC and Vendors. VMC shall scrutinize the tenders and they recommend the list of Vendors who comply with the court hearing, to the office bearers. The Office Bearers has the power to reject or accept any proposal after providing reason to the VMC, however the final decision will be taken by the office bearers. All matters/contracts involving Rs.5 lakh or more will require the approval of the MC.
- vi. Receipt of any vendor applications has to be made public within 10 days of receipt.
- vii. All the applications should be disposed of in a maximum of four weeks conveying decisions, after the last proposal is received.
- viii. No owner including a member of MC can pressurize VMC to recommend on a particular vendor, the selection should be transparent and taking all the factors listed in the code into consideration.
- ix. It is desirable to have Service Level Agreements defined initially and monitored and discussed in subsequent MC meetings if required.
- x. Primacy has to be given is for quality and cost of service.
- xi. A side by side comparison on the same must be done with all the Vendors.
- xii. It would be desirable to have another comparison done between Vendors on various other factors which are subjective in nature. VMC team will be free to define the content of the same.
- xiii. Vendor must not be a relative or have any form of business relation with any of the MC members. Vendor must give an undertaking to this effect. It is the responsibility of every MC member that his/her relative is not appointed as vendor, and if it comes to the knowledge of the MC member that the vendor/potential vendor is his/her relative, such MC members shall immediately notify the same in writing to the Office Bearers and the VMC.
- xiv. Putting up in-house vendor running departmental store/ canteen facility will be decided by VMC, only through obtaining majority acceptance in GBM, convened where necessary.

44. DISPUTES AND ARBITRATION :



	In the event of breach of the terms of this Bye-laws agreement or in the event of any differences or disputes arising between the parties in regard to this Bye-laws agreement or any matter relating thereto, the same shall be referred to a sole arbitrator to be appointed by the CGAAOA and his award shall be final and binding on the parties hereto and arbitration shall be as per the provisions of the Arbitration and Conciliation Act in force. The arbitration shall be conducted in English language and the place of arbitration shall be in Chennai. The courts at Chennai alone shall have Jurisdiction in all matters relating to this Bye-laws agreement.
45.	<u>DISSOLUTION:</u> The CGAAOA shall not be dissolved unless its dissolution is decided upon through a resolution passed at the General/Extraordinary GBM by a majority of 3/4 th of the members present at the meeting. In the event of dissolution any property whatsoever that remain after satisfying all debts and liabilities shall be given or transferred to any other CGAAOA having similar object
FOR MATTERS NOT MENTIONED OR CLEARLY MENTIONED IN THESE BYE-LAWS THE PROVISIONS OF THE TAMIL NADU SOCIETIES REGISTRATION ACT 1975 AND RULES 1978 WILL APPLY.	
CERTIFIED THAT THIS BYE-LAW IS A CORRECT COPY	

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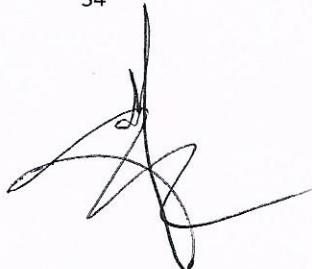
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PAGE CORRECTION NO 1



DECLARATION

We, the undersigned the persons in the memorandum of Association have formed into an Association and responsible to run the affairs of the CASAGRAND ASTA APARTMENT OWNERS ASSOCIATION.

Office – bearers in the Association	Name	Father/Husband Name	Date of Birth	Aadhar No.	Address	Phone Numk
President	GOVINDARAJAN	R. Srinivasan	22.06.1947	358543298701	1617, New no.5, F-3, Pankaja apts, 8th street, J Block, Annanagar, Chennai - 600040	8637646396
Vice-President	T SHANMUGA MOORTHY	S. Thangasamy	04.01.1972	949972725583	2785, First Floor, 6th Street, Y Block, 12th Main Road, Anna Nagar West, Chennai - 600040	8939948344
General Secretary	B H SIVARAMAKRISHNAN	Bagavathieswaran	28.03.1967	739346308824	Casa Grand Asta, B-102, First Floor, Karukku, Srinivasa Nagar, Pattaravakkam, Ambattur, Thiruvallur, TN - 600053	9943387733
Dy. General Secretary	R. KESAVAN	Raghunathan	23.10.1978	381873020281	Casa Grand Asta, C-103, First Floor, Karukku, Srinivasa Nagar, Pattaravakkam, Ambattur, Thiruvallur, TN - 600053	9941195909



Treasurer	M SUDHA	D. Murugananthan	02.06.1983	471926595840	Casa Grand Asta, H-411, Karukku, Srinivasa Nagar, Pattaravakkam, Ambattur, Thiruvallur, TN - 600053	9790663503
Executive Member1	G ANAND	Srinivasan Govindarajan	04.06.1979	719101846406	1617, New no.5, F-3, Pankaja apts, 8th street, J Block, Annanagar, Chennai - 600040	8946003030
Executive Member2	BALAJI SIVAKUMAR	D. Sivakumar	22.09.1977	632273669637	Kochhar Panchasheet, Block1, 10D, 10th Floor, 129, Periar Nagar, Mangalapuram Sidco Industrial Estate, Thirumalai Colony, Chennai - 600098	8754444051
Executive Member3	M. SARAVANAN	Muthiah.N	25.03.1971	779118465518	Casa Grand Asta, D-205, Second Floor, Karukku, Srinivasa Nagar, Pattaravakkam, Ambattur, Thiruvallur, TN - 600053	9629208812
Executive Member4	P SRINIVAS	PVSSSLN Sastry	30.07.1977	976671376117	Casa Grand Asta, H-213, Karukku, Srinivasa Nagar, Pattaravakkam, Ambattur, Thiruvallur, TN - 600053	8985195616

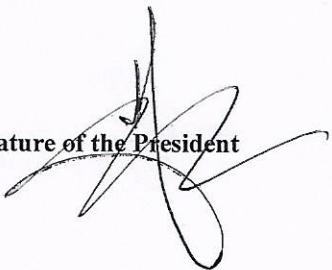


1. "Certified that the Association is formed with no profit motive and commercial activities involved in its working"
2. "Certified that the Bearers are not paid from the Association"
3. "Certified that the Association would not engaged in agitation to ventilate any grievances"
4. "Certified that the Office Bearers signature are genuine"

DECLARATION

We the undersigned persons in the memo have formed into an association and responsible to run the affairs of the Association and are desirous of getting the Society registered under The Tamil Nadu Societies Registration Act, 1975.

Signature of the President

A handwritten signature in black ink, appearing to be a stylized 'S' or 'T' followed by a series of loops and curves.



FORM NO.II

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

CERTIFICATE OF REGISTRATION UNDER SECTION 10

OF THE TAMIL NADU SOCIETIES REGISTRATION

ACT,1975 (TAMIL NADU ACT 27 OF 1975)

CERTIFICATE OF REGISTRATION OF SOCIETIES

SI. No. SRG/Chennai North/234/2020

I hereby certify that Casagrand Asta Apartment Owners Association has this day been registered under the Tamil Nadu Societies Registration Act,1975 (Tamil Nadu Act 27 of 1975).

Given under my hand at Chennai North this 18th day of December, 2020

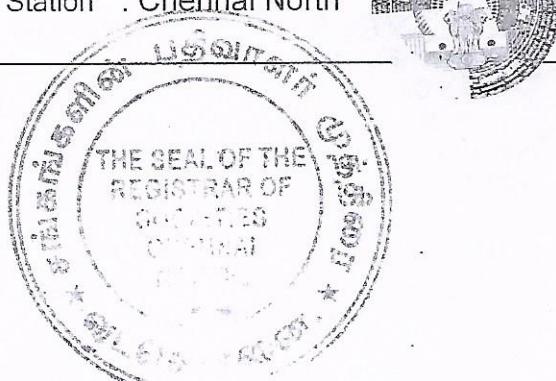
Date :18-Dec-2020

Digitally Signed by Thiru/ Tmt/ Selvi

Station : Chennai North

INDIRA ERULAPPAN

Signature of the Registrar



18/12/2020

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do - Verified by
D.R.O Chennai,
Date

Selvi
28/12/2020

28/12/2020

REGISTRAR OF SOCIETIES
CHENNAI NORTH
28/12/2020

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Application Presented on

Search Completed on

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Copy delivered on

25/04/2021

தமிழ்நாடு
REGISTRAR OF SOCIETIES
CHENNAI NORTH

25/04/2021

25/04/2021

