

BEFORE THE NATIONAL GREEN TRIBUNAL (SZ) CHENNAI
(filed under section 19 of the National Green Tribunal Act, 2010)

in

Original Application No 21/2021(SZ)

IN THE MATTER OF

Dr. Anupkrishnan.V

Flat 7173, Tower 7, Prestige Bella Vista

Ayyappanthangal Village, Mount Poonamallee Road

Kanchipuram District, Chennai- 600056

mobile no: 9445727579, 9447527579

email: anupkrishnanviswanath@gmail.com

..... Applicant

Versus

1. Ministry of Environment, Forest and Climate Change

Represented by its Director, MOEF&CC RO(SEZ)

HEPC Building, No.34, Cathedral Garden Road

Nungambakkam, Chennai-600034

Phone: 044 28222325

Email: ro.moefccc@gov.in

2. State Level Environment Impact Assessment Authority

Represented Member Secretary

3rd Floor, Panagal Maligai, No.1, Jeenis Road, Saidapet

Chennai- 600015

Phone: 044 24359974

Email: mstnseiaa@yahoo.com

3. CMDA

Represented by its Member Secretary

Thalamuthu Natarajan Building



NO.1, Gandhi Irwin Road, Chennai-600008

Phone no: 044 28414355

Email: mscmda@tn.gov.in

4. M/s Prestige Estates Projects Ltd

Represented by Chairman & Managing Director

Falcon House, No.1 Main Guard Road

Bangalore-1 Karnataka, PIN: 560001

Phone: 080 25591080, 080 25591945

Email: irfan@prestigeconstructions.com

5. M/s Prestige Estates Projects Ltd, Chennai

Represented by Head of Business Operations

Prestige Polygon- top floor, #471, Anna Salai

Nandanam, Chennai-600035

Phone: 044 42924000

Email: nagaraj.c@prestigeconstructions.com

6. TAMIL NADU POLLUTION CONTROL BOARD

Represented by its Member Secretary

Corporate Office, 76, Mount Salai, Guindy

Chennai- 600032

Phone: 044 22353145

Email: tnpcb-chn@gov.in

7. Managing Committee of

Prestige Bella Vista Flat Owners Welfare Association

Represented by Mr. Balachander. B as Secretary

Flat No. 181210, Tower 18C, Prestige Bella Vista

Ayyappanthangal Village, Mount Poonamallee Road

Kanchipuram District, Chennai – 600056

Cell No: 94443 98557

Email: secretary@prestige-bella-vista.com, bbala1962@gmail.com



8. Managing Committee of

Prestige Bella Vista Flat Owners Welfare Association

Represented by Mr. Balakrishnan. SS as President

Flat No. 181012, Tower 18C, Prestige Bella Vista

Ayyappanthangal Village, Mount Poonamallee Road

Kanchipuram District, Chennai – 600056,

Cell No: 9987377654

**Email: president@prestige-bella-vista.com
ssbalki13@gmail.com**

..... Respondents

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**REJOINDER FILED BY THE APPLICANT TO THE COMMON COUNTER
AFFIDAVIT OF RESPONDETS 7&8 IN OA 21/2021(SZ).**

MOST RESPECTFULLY SHOWETH:

1) That this instant rejoinder is being filed by the applicant to the common counter affidavit filed by Respondents 7&8 dated 21-09-2021 in compliance with the Hon'ble Tribunal order dated 23-09-2021.

Background:-

2) That Mr. Balachander. B, resididng at Flat No. 181210, Tower 18C, Prestige Bella Vista and Mr. Balakrishnan.S S, residing at Flat No. 181012, Tower 18C, Prestige Bella Vista, have been elected as the Secretary and President of the PBVFOWA respectively by the AGM held on January 10th 2021.

3) That the Secretary and President of PBVFOWA have been impleaded as the Respondents 7&8 as per Hon'ble NGT(SZ) order dated 25/08/2021 in I A.No. 94/2021 in the OA No. 21/2021(SZ).

4) That Respondents 7&8 filed the counter affidavit through their Counsel M/s RANK Associates in consultation with M/s DUA Associates, Chennai (Counsel for Respondents 4&5) on 21/09/2021 and sent the applicant an email copy on the same day (**Refer Annexure-1, email by Adv. Praveen S. Kumar of Rank Associates**).

POINT BY POINT OBJECTION TO THE COUNTER AFFIDAVIT BY R7 & R8:-

5) That the applicant objects to arguments of Respondents 7&8 that *“they are neither a necessary party nor a proper party for the present proceedings and the Applicant has unnecessarily dragged it into the proceedings, by misrepresentation of the facts and that that this Hon'ble Tribunal has been led to believe that the Association is managing the affairs of the Flats and are not undertaking any work as expected.”* The object of the Association is to act as an Association of Apartment Owners of PBV Complex, in such a manner as to protect the legitimate rights, privileges and interest of all its

Owners; To institute, prosecute and defend suits and other proceedings in which the Association may be involved and negotiate, settle or compromise with third parties on any matter affecting the common rights and properties of the Association. To engage the services of any professionals like advocates, tax consultants etc., for the aforesaid purposes; 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 [refer the Annexure -2, bylaw section 6 (1,6 &7)]. Respondents 7&8 miserably failed to uphold the Aims and Objects envisaged in the Bylaw of PBVFOWA when they refused to lodge a complaint against Respondents 4&5 and join with applicants to proceed against them. So the Association is indeed a party to present proceedings under section 6(1,6,7) of the Bylaw of the Association.

- 6) Applicant had sent emails to the then Secretary of PBVFOWA on 5th May and 1st June 2020 requesting him to take up the issue of environmental violations in PBV with Ministry of Environment, Chennai. **(Refer Annexures 3&4)**. But the Secretary did not respond to applicant's email. Applicant sent another email on 8th June 2020 requesting Secretary to reconsider his decision to not to represent PBVFOWA in any consumer case involving the residents against Builder **(Refer Annexure-5)**. Applicant sent a self notice to Secretary on 23rd July 2020 to lodge consumer complaint against the Secretary for not taking steps to protect the rights of the members of the Association**(Annexure-6)**. Applicant sent another notice to Respondents 7&8 on 18th February 2021 asking them to not to take over the Common Area Management from Respondents 4&5 **(Annexure-7)**.
- 7) That the Association came into force in PBV with the combined 2015-16 & 2016-17 AGM held on 4th June 2017**(Annexure-8)**. The amended bylaw was registered on 30-10-2017**(Annexure-2)**. Association was involved in the management of PBV by monitoring the maintenance work of the 3rd Party Maintenance Service Provider appointed by the Builder. Over the years, activities of Association slowly deteriorated.



- 8) That the present Management Committee headed by Respondents 7&8 were elected to office on 10th January and took office on 16th Jan 2021. They met with Respondents 4&5 on 22nd January and signed an MOU to work together closer by defining milestone for every issues and monitoring through frequent meetings and if required at the Head Quarters level at Bangalore. (applicant is quoting respondents 7&8's own opening remarks in Agenda of MC MOM-1:Annexure-1 page 8 of IA 94). Respondents 7&8 started managing the PBV by taking orders directly from the Headquarters of PEPL as was mentioned in the MOM between Respondents 7&8 and Respondents 5. Association began managing the day to day affairs deviating the previous role of monitoring the activities of the 3rd party maintenance vendors **(Refer Annexure-9)**.
- 9) That The Managing Committee created a Vision Statement -21 for the planned activities of the Association and created several committee and task forces to manage the apartment complex jointly with Respondents 4&5 (please refer email from Secretary dated 28th Jan 2021 on page 10 of Annexure-2 of IA 94) The Respondents 7&8 circulated the signed MOM between Respondent 5 and Respondent 8 among the Managing Committee in its 2nd MOM dated 27th January and approved the Vision Statement-21.
- 10) Managing Committee represented by Secretary is sending various directives to the residents and 3rd Party Maintenance Service Provider regarding the management of the apartment complex through emails. Secretary and President meet and interact with the Block Developmental Officer, local Panchayat members, MLA, Minister, and other Government Officials including Joint Director of RERA, Deputy Planner of CMDA, Chairman & MD of CMWSSB for various issues related to Prestige Bella Vista. Respondent 7 even sent an appeal to Hon'ble Justice D.Y.Chandrachud to expedite the curative petition between Respondents 4&5 and Respondent 3 **(Refer Annexure-10)**.



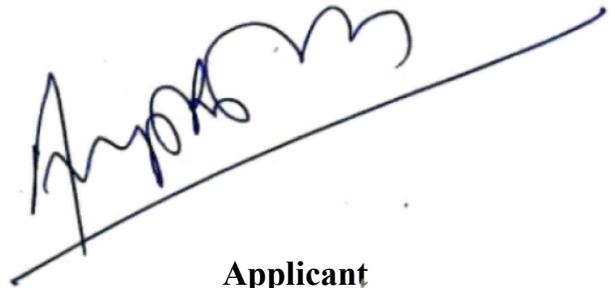
- 11) That Respondents 7&8 are violating the environmental clearance conditions and Pollution Control Board norms by just managing the apartment jointly with respondents 4&5. Pollution Control Board has already sent direction under section 33A of Water Act and 31A of Air Act to stop operating the apartment complex till CTO is obtained.
- 12) That Respondents 7&8 accepted all arguments of Respondents 4&5 that this apartment is having Completion Certificate except for 8 blocks. They forced the residents to pay Common Area Maintenance in spite of non completion of the Apartment Complex and the project not having Consent to Operate from Pollution Control Board. They refuse to lodge criminal and civil complaint against the Respondents 4&5 for blatant environmental violations and for not completing this project. Respondents 7&8 haven't lodged a single legal complaint against Respondents 4&5 In any forum till now. They refuse to accept that this Project is not having Consent to Operate till now. Respondents 7&8 did not mention about the environmental violations happening in this project in their counter affidavit even once.
- 13) That Respondents 7 and 8 even tried to instigate the Association Members against the applicant and Hon'ble NGT in the 2nd Residents' Meet held on 28th February 2021 (**Refer Annexure-11**). The video recording of the Residents Meet is available on the Facebook page of Prestige Bella Vista Flat Owners Welfare Association even now (**Refer Annexure-12- <https://www.facebook.com/1281214591/videos/10224866709516630/>**).
- 14) That the Respondents 7&8 had voluntarily deposed in front of the Joint Committee on 20th April 2021 that there were no major violations happening in this apartment complex. They assured the Joint Committee that Completion Certificate would be obtained from CMDA in June 2021. Respondents 7&8 wrongly mentioned in its **PRELIMINARY OBJECTIONS section B** that the Respondents 6 had confirmed that the Respondent 4&5 are maintaining the residential project. Respondent 6 has mentioned in its report under section 6(r) that *“the developer has not handed over the property to the Owner/Society/Welfare Association so far.”*

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- 15) That Respondents 7&8 haven't produced any document in support to claim that they are not managing the project along with the builders. In fact, they did not deny that they are managing the apartment complex in their counter affidavit. They have admitted that they are functioning as a LINK between the owners and the Builders (page 4 HARDSHIP ASPECT, section A). But the bylaw and the Memorandum of the Association did not mention anywhere about the Linking job of Association with the members and the Builders. This Link job was created by the Managing Committee on 22nd January 2021 by signing a memorandum of understanding between Respondent 5 & Respondent 7.
- 16) That the plea by Respondents 7&8 in the counter affidavit to direct applicant to pay Common Area Maintenance Charges from 2016 till now is the undeniable proof that Respondents 7&8 are indeed managing the apartment complex from January 2021 onward. They know the exact number of the defaulters also. They are worried about the quality of maintenance due to non payment of CAM by 230 members out of 2613. They are keen to punish the defaulting members and even complain against them in this Tribunal.

PRAYER

It is humbly prayed that the Hon'ble National Green Tribunal(SZ) may kindly be pleased to pass appropriate further orders as the Hon'ble Tribunal may deem fit and proper in the facts and circumstances of this case and thus render justice.



Applicant

Party in Person

AFFIDAVIT

I, Dr. Anupkrishnan. V, aged 57 yrs, son of Late K. Viswanathamenon, resident of Flat No. 7173, Tower 7, Prestige Bella Vista, Ayyappanthangal Village, Chennai-600056, do hereby solemnly affirm and declare under:-

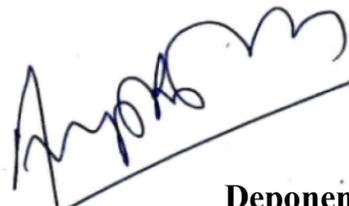
- 1. That I am the Applicant in the OA No. 21/2021(SZ) and I am well conversant with the facts and circumstances of the case and is competent to swear the present affidavit.**
- 2. That I have read the contents of the Rejoinder to the Common Counter Affidavit of the Respondents 7&8 and the same are true and correct and is drafted by my own instruction.**


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Deponent

VERIFICATION:-

Verified at Ayyappanthangal, Chennai-56 on the 26th September 2021, that the contents of the affidavit are true and correct. No part of it is false and nothing material has been concealed therefrom.


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Deponent

ANNEXURE-1



ANUPKRISHNAN VISWANATH <anupkrishnanviswanath@gmail.com>

Counter in Application No. 21 of 2021

Praveen S Kumar <praveenskumar95@gmail.com>

Tue, Sep 21, 2021 at 4:30 PM

To: anupkrishnanviswanath@gmail.com, duachennai@duaassociates.com

Sir/Madam,

Please find attached the Counter Affidavit on behalf of Respondents 7 and 8.

Yours Truly,
Praveen S. Kumar,
M/s RANK Associates
Counsel for Respondents 7 and 8

--
Regards,
Praveen.S.Kumar
Advocate
Contact: 9940059680

 **Counter in Application 21 of 2021.pdf**
1253K

**PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION
REGD.NO.321 OF 2013**

AMENDMENTS TO MEMORANDUM AND BYE-LAWS PASSED UNANIMOUSLY IN THE GENERAL BODY MEETING HELD ON

EXISTING CLAUSE	AMENDED CLAUSE
<p align="center">MEMORANDUM OF ASSOCIATION</p>	<p align="center">MEMORANDUM OF ASSOCIATION</p>
<p>1. NAME OF THE SOCIETY:-</p> <p>The Name of the Society shall be "PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION"</p>	<p>1. NAME OF THE SOCIETY:-</p> <p>The Name of the Society shall be "PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION"</p>
<p>2. REGISTERED OFFICE:-</p> <p>The Registered Office of the Association shall be situated in the State of Tamil Nadu at New No.32, 1st Floor, Thanikachalam Road, T.Nagar, Chennai - 600 017</p>	<p>2. REGISTERED OFFICE:-</p> <p>The address of the Registered office is at Flat No. 10124, Prestige Bella Vista, No.1, Mount Poonamalle High Road, Pushpa Nagar, Iyyappanthangal, Chennai - 600 056, Tamilnadu.</p>
<p>3. Area of Operation</p> <p>The Area of Operation of association shall be in the State of TamilNadu.</p>	<p>3. Area of Operation</p> <p>The Area of Operation of Association shall be restricted to Prestige Bella Vista, situated at No.1, Mount Poonamalle High Road, Pushpa Nagar, Iyyappanthangal, Chennai - 600 056, Tamilnadu.</p>
<p>4. Aims and Objects of the Association:</p> <p>The aims and objects for which the Association is established are as under:-</p> <ol style="list-style-type: none"> 1. To provide welfare schemes, all kinds of services to the 'Residents' and 'Occupants' of Prestige Bella Vista Situated In Iyapanthangal, Porur, Chennai to further the best interest of its members and during the period of construction of Prestige Bella Vista, provide such schemes and services for the welfare of initial allottee/ allottees/subsequent purchasers/assignees/ occupiers/ tenants and licensees who are prospective Residents / Occupants of Prestige Bella Vista residential towers. 2. To take up matters with Government/ Semi Government authorities (both state & central, civic bodies as well as private parties for the solution of all the common civic problems of the owners/residents of "Prestige Bella Vista". 3. To provide for all activities to improve the moral standards of the people promoting respect for all human being irrespective of their cast and creed. 4. To promote cultural, physical, mental, spiritual, educational development & upliftment of the society. 5. To undertake, establish, maintain, develop and manage the buildings for members /occupants including developing and maintaining conveniences used / provided in the township / houses like water, electricity, toilets. 	<p>4. OBJECTS OF THE ASSOCIATION:</p> <p>The objects of the Association shall be:-</p> <ol style="list-style-type: none"> 1. To act as an Association of Apartment Owners of PBV Complex, in such a manner as to protect the legitimate rights, privileges and interest of all its Owners; 2. To provide for the security, safety, maintenance, repair, replacement, or improvement of Common Areas and Facilities of PBV Complex by proportionate contribution from the Owners, and, if necessary, by raising loans for that purpose. To establish/renew contracts with contractors/service providers/suppliers, as and when required, for the aforesaid purposes; 3. 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 Tamil Nadu Apartment Ownership Act, 1994; 4. 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; 5. To invest, or deposit monies to the advantage of the Owners as laid down in these Bye-Laws;



For PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION

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SECRETARY

<p>6. To liaise with "Prestige Constructions" allottee/allotees and or with any other Government or non- Government agencies for all matters connected to the land, building and other amenities like Park provided or would be provided by them and also for availing all benefits and claims as owners/residents of "Prestige Bella Vista".</p> <p>7. To accept donation, grants, presents and other offering in the shape of movable and/or immovable properties for the attainment of the aims and objects of the Association.</p> <p>8. To purchase / acquire land and/or the building in the name of the Association for enlistment and fulfillment of the aims and objects of the Association.</p> <p>9. To do such other things, acts / activities which are necessary and which may be incidental or conducive to the attainment of any of the object of the Association.</p> <p>10. To approach the developers / builder to redress grievances of members of the Association.</p> <p>11. To make correspondence in lawful manner to arrange meetings, conferences, with the concerned authorities and also with developers/builder.</p> <p>12. To disseminate information of the Government Rules, policies, notifications among the members of the association.</p> <p>13. To arrange services like sanitary fittings, plumbing work, electrical work, security and sweeping etc. for the area.</p> <p>14. To arrange and establish medical and charitable dispensaries</p> <p>15. To receive and collect any gift, subscriptions and donations either in cash or in any kind or acquire by and other lawful ways and means and utilize the same in fulfillment of all or any other aims and objects of the association. The income and properties of the association shall be applied solely for promotion and fulfillment of the aims and objects of the society. If any person wants to contribute, donate or give subscription, the same shall be spent towards the promotion of the particular objects only.</p> <p>16. To open, found, establish, promote, set up, run, maintain, arrange finance, support and/ or help the various community development programs / activities and also construct and develop the community halls, toilets, charitable-dispensaries, hospitals, libraries and other buildings/institution for use and welfare of the general public.</p> <p>17. To arrange and organize various kinds of Welfare</p>	<p>6. To institute, prosecute and defend suits and other proceedings in which the Association may be involved and negotiate, settle or compromise with third parties on any matter affecting the common rights and properties of the Association. To engage the services of any professionals like advocates, tax consultants etc., for the aforesaid purposes.</p> <p>7. 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>8. To operate as a non-profit making organization.</p> <p>9. To frame rules and administrative procedures with the approval of the General Body of the Association. The Management Committee 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>10. To do all things that are necessary and convenient in the expeditious attainment of the objectives specified in these Bye-Laws.</p> <p>deleted</p> <p>deleted</p> <p>deleted</p> <p>deleted</p> <p>deleted</p> <p>deleted</p>
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For PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION

SECRETARY

<p>programs e.g. vocational education, entertainment, games etc. for children, working men & women.</p>	<p>deleted</p>
<p>18. All the income earnings, movable, immovable properties of the association shall be solely utilized and applied towards the promotion of its aims and objects of set forth in the Memorandum of Association and no portion thereof shall be transferred directly or indirectly by way of profit, dividend or bonus in an\ manner whatsoever to the present or past member of the association through any one or more of the present or past member.</p>	<p>deleted</p>

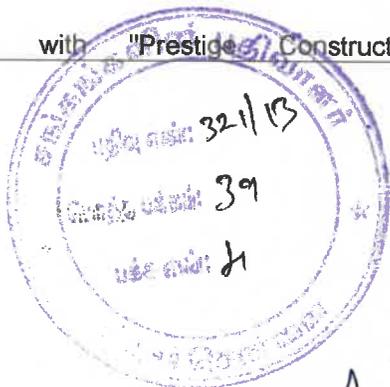


For PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION

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SECRETARY

BYE-LAWS	BYE-LAWS
<p>1. NAME OF THE ASSOCIATION</p> <p>The Name of the Society shall be "PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION"</p>	<p>1. NAME OF THE ASSOCIATION</p> <p>The Name of the Association shall be "PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION"</p>
<p>2. ADDRESS OF THE REGISTERED OFFICE OF THE ASSOCIATION:-</p> <p>The Registered Office of the Association shall be situated in the State of Tamil Nadu at New No.32, 1st Floor, Thanikachalam Road, T.Nagar, Chennai – 600 017</p>	<p>2. ADDRESS OF THE REGISTERED OFFICE OF THE ASSOCIATION:-</p> <p>The Registered office of the Association is situated at Flat No. 10124, Prestige Bella Vista, No.1, Mount Poonamalle High Road, Pushpa Nagar, Iyyappanthangal, Chennai - 600 056, Tamilnadu.</p>
<p>3. DATE OF FORMATION:-</p> <p>30th July 2013</p>	<p>3. DATE OF FORMATION:-</p> <p>30th July 2013</p>
<p>4. JURISDICTION OF THE REGISTRAR</p> <p>THE REGISTRAR OF SOCIETIES, CHENNAI- SOUTH, CHENNAI – 600 015</p>	<p>4. JURISDICTION OF THE REGISTRAR</p> <p>THE REGISTRAR OF SOCIETIES, CHENNAI- SOUTH, CHENNAI – 600 015</p>
<p>5. WORKING HOURS</p> <p>The Business hours of the Association/society shall be between 10.00 AM to 17.00 PM, on all working days except the Sundays and Government Holidays.</p>	<p>5. WORKING HOURS</p> <p>The Business hours of the Association/society shall be between 10.00 AM to 17.00 PM, on all working days except the Sundays and Government Holidays.</p>
<p>6. Aims and Objects of the Association:</p> <p><u>The aims and objects for which the Association is established are as under:-</u></p> <ol style="list-style-type: none"> 1. To provide welfare schemes, all kinds of services to the 'Residents' and 'Occupants' of Prestige Bella Vista Situated In Iyapanthangal, Porur, Chennai to further the best interest of its members and during the period of construction of Prestige Bella Vista, provide such schemes and services for the welfare of initial allottee/ allottees/subsequent purchasers/assignees/ occupiers/ tenants and licensees who are prospective Residents / Occupants of Prestige Bella Vista residential towers. 2. To take up matters with Government/ Semi Government authorities (both state & central, civic bodies as well as private parties for the solution of all the common civic problems of the owners/residents of "Prestige Bella Vista". 3. To provide for all activities to improve the moral standards of the people promoting respect for all human being irrespective of their cast and creed. 4. To promote cultural, physical, mental, spiritual, educational development & upliftment of the society. 5. To undertake, establish, maintain, develop and manage the buildings for members /occupants including developing and maintaining conveniences used / provided in the township / houses like water, electricity, toilets. 6. To liaise with "Prestige Constructions"^^ 	<p>6. Aims and Objects of the Association:</p> <p><u>The objects of the Association shall be:-</u></p> <ol style="list-style-type: none"> 1. To act as an Association of Apartment Owners of PBV Complex, in such a manner as to protect the legitimate rights, privileges and interest of all its Owners; 2. To provide for the security, safety, maintenance, repair, replacement, or improvement of Common Areas and Facilities of PBV Complex by proportionate contribution from the Owners, and, if necessary, by raising loans for that purpose. To establish/renew contracts with contractors/service providers/suppliers, as and when required, for the aforesaid purposes; 3. 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 Tamil Nadu Apartment Ownership Act, 1994; 4. 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; 5. To invest, or deposit monies to the advantage of the Owners as laid down in these Bye-Laws; 6. To institute, prosecute and defend suits and other



For PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION

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SECRETARY

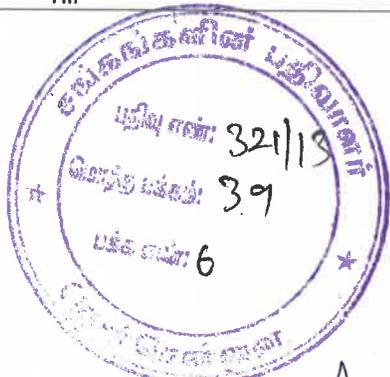
<p>allottee/allottees and or with any other Government or non- Government agencies for all matters connected to the land, building and other amenities like Park provided or would be provided by them and also for availing all benefits and claims as owners/residents of "Prestige Bella Vista".</p>	<p>proceedings in which the Association may be involved and negotiate, settle or compromise with third parties on any matter affecting the common rights and properties of the Association. To engage the services of any professionals like advocates, tax consultants etc., for the aforesaid purposes.</p>
<p>7. To accept donation, grants, presents and other offering in the shape of movable and/or immovable properties for the attainment of the aims and objects of the Association.</p>	<p>7. 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>8. To purchase / acquire land and/or the building in the name of the Association for enlistment and fulfillment of the aims and objects of the Association.</p>	<p>8. To operate as a non-profit making organization.</p>
<p>9. To do such other things, acts / activities which are necessary and which may be incidental or conducive to the attainment of any of the object of the Association.</p>	<p>9. To frame rules and administrative procedures with the approval of the General Body of the Association. The Management Committee 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>10. To approach the developers / builder to redress grievances of members of the Association.</p>	<p>10. To do all things that are necessary and convenient in the expeditious attainment of the objectives specified in these Bye-Laws.</p>
<p>11.To make correspondence in lawful manner to arrange meetings, conferences, with the concerned authorities and also with developers/builder.</p>	<p>deleted</p>
<p>12. To disseminate information of the Government Rules, policies, notifications among the members of the association.</p>	<p>deleted</p>
<p>13. To arrange services like sanitary fittings, plumbing work, electrical work, security and sweeping etc. for the area.</p>	<p>deleted</p>
<p>14. To arrange and establish medical and charitable dispensaries</p>	<p>deleted</p>
<p>16. To receive and collect any gift, subscriptions and donations either in cash or in any kind or acquire by and other lawful ways and means and utilize the same in fulfillment of all or any other aims and objects of the association. The income and properties of the association shall be applied solely for promotion and fulfillment of the aims and objects of the society. If any person wants to contribute, donate or give subscription, the same shall be spent towards the promotion of the particular objects only.</p>	<p>deleted</p>
<p>16. To open, found, establish, promote, set up, run, maintain, arrange finance, support and/ or help the various community development programs / activities and also construct and develop the community halls, toilets, charitable-dispensaries, hospitals, libraries and other buildings/institution for use and welfare of the general public.</p>	<p>deleted</p>
<p>17. To arrange and organize various kinds of Welfare programs e.g. vocational education, entertainment, games etc. for children, working men & women.</p>	<p>deleted</p>



For PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION
 SECRETARY

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<p>18. All the income earnings, movable, immovable properties of the association shall be solely utilized and applied towards the promotion of its aims and objects of set forth in the Memorandum of Association and no portion thereof shall be transferred directly or indirectly by way of profit, dividend or bonus in any manner whatsoever to the present or past member of the association through any one or more of the present or past member.</p>	<p>deleted</p> <p>The Association shall not act beyond the scope of its "Objects" without duly amending the provisions of the Bye-laws for that purpose.</p>
<p>7. SUITS</p> <p>The Association shall sue or to be sued in the name of the Secretary.</p>	<p>7. SUITS</p> <p>The Association shall sue or to be sued in the name of the Secretary.</p>
<p>8. BUSINESS DIRECTIONS</p> <p>The President is empowered to give directions regarding the business of the Association</p>	<p>8. BUSINESS DIRECTIONS</p> <p>The President is empowered to give directions regarding the business of the Association</p>
<p>9. MEMBERSHIP:-</p> <p>a. Prestige Bella Vista Flat Owners only can be admitted as member of the Association.</p> <p>b. The Executive Committee can accept or reject the members of the Association without any explanation or any prior notice.</p> <p>c. Every member of the Association shall have one vote. Any member who is unable to attend the meeting shall authorize in writing to the President, his representative to vote on his behalf.</p> <p>nil</p> <p>nil</p>	<p>9. MEMBERSHIP</p> <p>a. All owners of the flat in PRESTIGE BELLA VISTA shall automatically be a member of the Association and must fill in the specified application digital/physical form. The owners will be members of PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION irrespective of whether they reside in PRESTIGE BELLA VISTA or elsewhere. All owners of the apartments in the PRESTIGE BELLA VISTA FLAT are entitled to and shall become members of the Association. Where the Flat has been purchased by a company, Trust, HUF, Partnership Firm, Association of Persons etc., the persons authorised by the respective entity shall become a member.</p> <p>b. Where a Flat has been purchased jointly by two or more persons, they shall be jointly entitled to the Flat, but only one among them, as decided by them and communicated to the secretary of PRESTIGE BELLA VISTA FLAT Owners Welfare Association, will become the member.</p> <p>c. Where the owner of a Flat in PRESTIGE BELLA VISTA FLAT has rented it to another party/person or has permitted another person/party to reside therein, such resident will be governed by the rules and regulations of PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION.</p> <p>d. Upon the sale of a Flat, the purchaser of such a Flat shall become a member of the Association and he shall have to pay a sum, as may be specified by the Association from time to time, towards transfer fees to the Association. The purchaser shall also be liable to settle by payment to the Association all 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.</p> <p>e. On the death of an Owner, or on account of Gift or by Will by an Owner, his/her/their Apartment shall be transferred to the person, or persons, to whom</p>

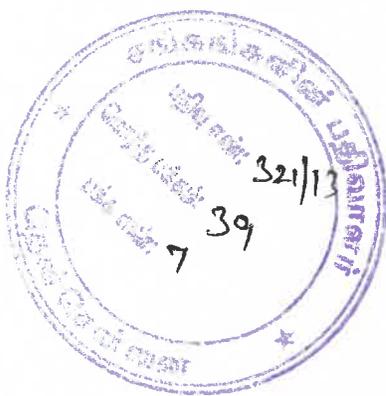


For **PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION**

[Signature]
SECRETARY

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<p>nil</p> <p>nil</p>	<p>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 Association, with the same rights and privileges as the previous Owner. All outstanding dues owed to the Association by such deceased/outgoing Owner shall become liable for immediate settlement by the Successor.</p> <p>f. Change of Ownership of apartment/change in tenancy or occupancy shall be intimated in writing to the Secretary of PRESTIGE BELLA VISTA FLAT Owners Welfare Association by the previous incumbent.</p> <p>g. The right of admission of membership vests with the decision of the Association.</p>
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For PRESTIGE BELLA VISTA FLAT
OWNERS WELFARE ASSOCIATION
[Signature]
SECRETARY

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10. SUBSCRIPTION/ DONATION AND ENTRANCE FEES:-

a Every member applying for membership shall pay an entrance fee of Rs.10

b. If any membership is in arrears of the subscription for more than three months, shall automatically cease to be a member of the Association.

c. The Executive Committee shall also collect Donations from the public to meet the Expenses of the Association.

nil

nil

nil

10. MAINTENANCE CHARGES/ DONATION AND ENTRANCE FEES:-

The expenses on maintenance of common amenities of PRESTIGE BELLA VISTA FLAT shall be borne by the members of the Association, 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 Flat Area comprised of Flat Plinth area and proportionate share in common area and it is subject to revision, which shall be decided only by the General Body.

b. 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 Flat owners to the Association to promote the objects of the Association.

c. The Monthly maintenance Charges shall be paid on or before 7th of every month in advance.

d. All payments to the Association shall be made by crossed account payee local cheque/demand drafts/pay orders in favour of **PRESTIGE BELLA VISTA FLAT Owners Association**. Outstation members should pay by demand draft/cheques/payorders payable in Chennai or by way of transfer through **NEFT**.

e. Any member who is in arrears of any dues/subscription duly prescribed and notified by the Executive Committee shall not be allowed to contest or to vote at the meetings of the Association. A member will be deemed to be in arrears of dues if he/she has not paid the same within two weeks of the due date.

f. No member may exempt himself from liability for his/her 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.

11. TRANSACTION OF BUSINESS OF THE ASSOCIATION:-

The transaction of the business shall be carried through the office bearers of the Executive Committee of the Association.

11. MANNER OF TRANSACTING BUSINESS

a. The Secretary is empowered to transact all the business of the Association in conformity with the object of the Association. 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 have the direction, with the consultation of the Committee, to amend or discontinue any programme or to accept and carryout any fresh programme.

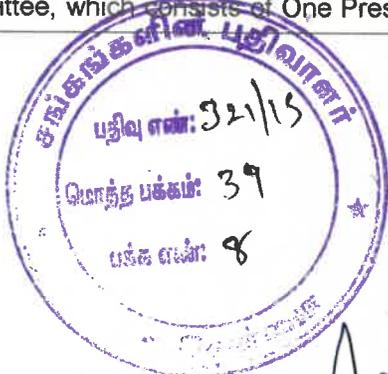
b. Decision of the General Body Meetings shall be made by simple majority vote and in the case of a tie, by a casting vote by the President, save in the case of special Resolutions.

12. EXECUTIVE COMMITTEE: -

The administration of the Association is vested in the Executive Committee, which consists of One President,

12. A. MANAGEMENT OF THE ASSOCIATION:

The affairs of the Association shall be governed by a **Management Committee**. All members of MC



For PRESTIGE BELLA VISTA FLAT
OWNERS WELFARE ASSOCIATION

One Vice President, One Secretary, One Joint Secretary, One Treasurer and Ten Committee members, Totaling 7 Members.

ii. The above members shall be elected by the General Body among its members at the General body meeting

iii. The term of the members of the Committee shall be Three Years.

iv. The meeting of the Executive Committee shall be held every month or when the committee desires to call for such meeting to discuss important issues

v. The notice for the Executive Committee meeting shall be issued 3 days prior to the date of the meeting. The quorum for the meeting shall be 1 /3rd members.

nil

nil

including Office Bearers shall be working in a purely voluntary and honorary capacity. They shall not be paid any salary or compensation for their work.

12.B. POWERS AND DUTIES OF THE MANAGEMENT COMMITTEE:

The MC shall have all the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts, and things as 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 & security, engineering, cultural & sports etc., and assign such duties to them as they deem appropriate for the better upkeep & maintenance of PBV Complex.

12.C. OTHER DUTIES:

In addition to the duties imposed by these Bye-Laws, or by the resolution of the General Body, the MC shall be responsible for:-

- a. The care/preservation, maintenance & upkeep and safety of the Common Areas and Facilities;
- b. The assessment, and collection of all charges towards maintenance/supply of goods and services and the general upkeep of the Common Areas and Facilities;
- c. evaluating & approving any notices to residents requesting money contributions for special events such as new year eve celebrations etc.. However such money contributions shall be on a voluntary basis only.
- d. the designation, employment/ appointment, remuneration, and dismissal of the personnel/agency necessary for the maintenance and operation of Common Areas and Facilities;
- e. the setting up of a proper procedure for maintaining the books of accounts and carrying out the audit;
- f. to inspect the accounts kept by the Treasurer, and examine the registers and account books, and to take



For PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION

SECRETARY

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NIL

NIL

steps for the recovery of all sums due to the Association;

g. to sanction working expenses, maintain cash balances, and deal with miscellaneous business transactions;

h. to see that the Minutes Book is written up promptly, and is signed duly by one of the MC members so authorised in this behalf;

i. to hear, and deal with complaints;

j. to make all payments to Government, semi-Government and other such bodies, as due by the Association.

k. finalize the Budget to be presented to AGM.

l. Present Audited Accounts to AGM.

m. 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 Association from time to time

n. To levy and collect fines, an amount as determined by the General Body from time to time, from residents or non-resident owners for non-compliance of rules and regulations framed and communicated from time to time by the Association.

Any non-budgeted expenses of Rs. 25,00,000/-(Twenty Five Lakhs) or above shall require the Majority approval of the Association members at a General Body Meeting.

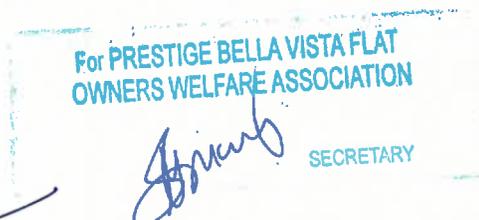
12. D. REGULAR MANAGEMENT COMMITTEE MEETING:

a. 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 three days prior to the day fixed for such meeting.

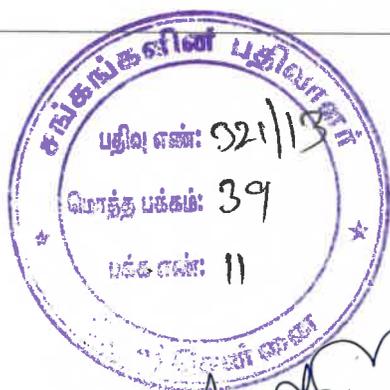
b. The Secretary shall maintain the minutes of the meeting. The minutes shall be prepared by the Secretary or any MC member appointed by the Secretary. The minutes shall be prepared in consultation with the President, and the Secretary shall cause such minutes to be recorded within 30 days of the meeting so held.

12. E. SPECIAL MANAGEMENT COMMITTEE MEETINGS:

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



NIL	<p>state the time, place (as hereinabove provided), and purpose of the meeting. The period of notice to each member, given for such a meeting shall be decided by the President, dependant 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 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 50% of the total MC members, then any other MC member may call the meeting.</p> <p>12. F. <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> <p>12. G. <u>QUORUM FOR THE MEETING OF THE MANAGEMENT COMMITTEE:</u></p>
NIL	<p>All members of the MC present for a MC 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% 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 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 Management Committee require the consent of at least 2/3rd (67%) of the members present in the meeting.</p> <p>12.H. RESIGNATION OF MC MEMBER:</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 Association, but the resignation shall take effect from the date of acceptance by the 51% 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>
NIL	<p>12. I. <u>DESIGNATION:</u></p>



For PRESTIGE BELLA VISTA FLAT
OWNERS WELFARE ASSOCIATION

[Handwritten Signature]

SECRETARY

<p>NIL</p>	<p>The designations of the "Office Bearers" of the MC shall be the President, Vice-President, the Secretary, the joint Secretary, the Treasurer and Managing Committee Members, all of whom shall be 'Resident Owner' as defined above.</p>
<p>NIL</p>	<p>12. J. SELECTION OF OFFICE BEARERS:</p> <p>The Office Bearers are elected at the General Body Meeting. The number of Office Bearers will be 9 (1 President, 1 Vice-President, 1 Secretary, 4 Joint Secretaries, 1 Treasurer, 1 Joint Treasurer and 60 Committee members. Upon selection of the MC members prior to the General Body Meeting (GBM), the Election Committee will finalize the members contesting for the various posts of Office Bearers. The notice calling for 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 favor 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 new Bye laws) will continue their office either till the expiry of their term (as defined in the Byelaws in force when they got elected) or resignation or disqualification.</p>
<p>NIL</p>	<p>12. K. REMOVAL OF A MEMBER OF THE MANAGEMENT COMMITTEE:</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 Thirds 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>
<p>NIL</p>	<p>12. L. ORGANISATION MEETING OF MC:</p> <p>The first meeting of a newly elected MC shall be held immediately after the General Body Meeting, or within ten days of the General Body Meeting, 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>



For PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION

[Signature]
SECRETARY

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13. POWERS AND FUNCTIONS OF THE OFFICE BEARERS:-

A. PRESIDENT:-

1. He shall be the head of the Association.
2. He shall preside over the meetings of the Committee as well as General Body
3. He shall be the Chairman of the all committees.

B. VICE-PRESIDENT:-

In the absence of the President, the Vice-President shall exercise the Powers of the President.

C. SECRETARY: -

1. He shall be the authorized spokesman and carry out all correspondence on behalf of the Association and it is the key post.
2. He shall issue notice of meetings and maintain the records of the minutes of all such meetings.
3. He shall carry out the other duties, which are entrusted by the President and the Committee.

13. DUTIES, POWERS & FUNCTIONS OF OFFICE BEARERS

A. PRESIDENT:

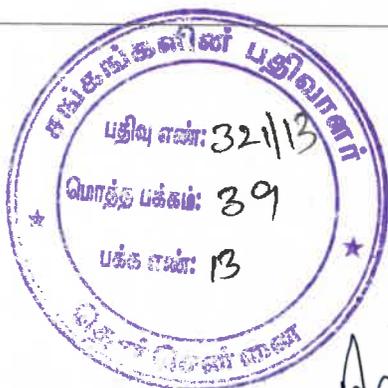
The President shall be the head of the Association, and shall guide and supervise its various activities. He shall preside over the **AGM, Special, and MC Meetings**, the proceedings of which shall be conducted under his direction, and general supervision. His rulings shall be in accordance with the quorum and voting requirements prescribed. He shall have an additional "**CASTING VOTE**" in the event of a tie in the voting.

B. VICE-PRESIDENT:

The Vice-President shall discharge the duties of the President in his/her absence and also be obliged to fulfill other responsibilities as defined by the **MC**.

C. SECRETARY:

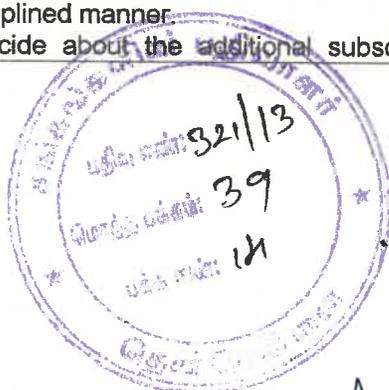
- a. The Secretary together with all **MC** members shall be responsible for all day to day activities relating to the proper management, maintenance and upkeep of the Common Areas and Facilities of PBV Complex and shall, in particular:
 - b. Look after the administration and other affairs and attend to all correspondence;
 - c. Keep accurate records/minutes of the proceedings of all meetings of the **MC**, and of the **AGM** and Special Meetings;
 - d. Give effect to the directions and decisions taken at such meetings;
 - e. Manage, and control the staff, and take disciplinary action where necessary;
 - f. Institute, prosecute and defend suits and other proceedings in which the Association may be involved, s may be decided by the **MC**;
 - g. 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/- (Rupees twenty five thousand only) for incidental expenses or such other amount as may be decided by the **MC** from time to time;
 - h. Maintain data of Owners and Residents;
 - i. Ensure that all original property related Documents, including parent documents, with regard to PBV Complex are kept in the safe custody of the Association, properly indexed and numbered and properly stored; and
 - j. Ensure that all Association related documents, correspondence etc. are kept filed properly.



For PRESTIGE BELLA VISTA FLAT
OWNERS WELFARE ASSOCIATION

SECRETARY

<p>D. <u>JOINT SECRETARY:</u> -</p> <p>He will assist the General Secretary in his activities, to act in the absence of the Secretary in consultation with President, do the duties of the Secretary temporarily with the permission of the Executive Committee.</p> <p>E. <u>TREASURER</u></p> <ol style="list-style-type: none"> 1) The treasurer shall collect all subscription, donations and other dues to remit to the Association account. He shall also issue receipts for all money received. 2) The Treasurer shall keep a detailed account of the receipts and payments. 3) He shall submit to the Executive Committee in its monthly meetings an abstract statement of receipts and payments of the previous month. 4) He shall not pay any bills unless it is countersigned by the President and he shall keep proper vouchers for all payments and shall submit the same to the auditor whenever asked for by him. 5) He shall not keep in his hands more than the sum that may from time to time be sanctioned by the Executive Committee. 6) He shall deposit all sums in excess of the amount in any scheduled bank or nationalised bank as may be determined by the Executive Committee. 7) He shall be the custodian of the Pass Book, the Cheque Book and fixed deposit receipts if any and shall not hand over to any one without the sanction of the Executive Committee. <p>F. <u>COMMITTEE MEMBERS:-</u> To assist the Office bearers in executing the rules and regulations framed by the Association.</p>	<p>D. <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>E. <u>TREASURER:</u> Responsibilities of the Treasurer –</p> <ol style="list-style-type: none"> a. Collect all dues to the Association and ensure that proper accounts are maintained of all financial transactions relating to the Association. b. Maintain an imprest cash amount as felt appropriate to meet any incidental expenses for an amount ratified by the MC from time to time. c. Prepare audited Annual Report and Financial Statement of Accounts under the guidance of the MC. d. Deploy and keep in safe custody the surplus funds of the Association in accordance with a duly passed Management Committee Resolution. e. Prepare and file annual and other statements, as applicable, with the authorities concerned. <p>F. <u>COMMITTEE MEMBERS:-</u></p> <ol style="list-style-type: none"> a. The Managing Committee Members will assist Secretary and Treasurer in day to day activities of the Association and execute the task as assigned by the Managing Committee.
<p>14. <u>DUTIES OF EXECUTIVE COMMITTEE:-</u></p> <ol style="list-style-type: none"> 1) Shall carry out General Policies laid down by the General Body. 2) Shall consider and recommend reports, statement, of audited accounts and Budget Estimates of the Association for adoption and approval of the General Body. 3) Shall take decisions on all matters of importance subject to the approval of the General Body. 4) Shall frame rules according to the bye-laws of society for running the Association smoothly, efficiently and in a disciplined manner. 5) Shall decide about the additional subscription or 	<p>14. <u>ELECTION & TERM OF OFFICE:</u></p> <ol style="list-style-type: none"> a. The number of MC members will be 69 members. MC will consist of 69 members with representation of 3 Owners for each blocks containing 1 BHKs (i.e Towers bearing Nos. 12, 13 and 14) and other blocks will have two Owners per block. b. The new MC Members shall be elected through the following process: c. The Owner willing to represent his/her block ("Candidate") shall satisfy the following conditions:



For PRESTIGE BELLA VISTA FLAT
OWNERS WELFARE ASSOCIATION

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SECRETARY

fees that may be required to be collected from members of the Association for special activities such as arranging lecturers and tours etc.,

6) If there be any vacancy in the office-bearers of the Executive Committee, the Committee shall have powers to fill up the vacancy temporarily from among the members of the association and the total members of the Executive Committee shall not under any circumstances exceed the limit fixed under clause No2(i) above.

7) The clauses made above shall be required to be ratified by the General Body that may meet immediately, thereafter.

i. Minimum age limit of the Candidate shall be 21;

ii. The Candidate shall be Resident Owner as defined under Clause 3.5;

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 Management Committee 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 new Byelaws will continue their office either till the expiry of their term or Resignation or disqualification

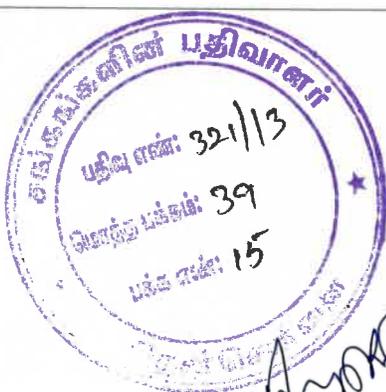
d. At least 45 days before the date fixed for the AGM, the Candidate shall submit his/her application for the membership of MC to the Election Committee.

e. The Election Committee shall scrutinize the applications received from the Candidates and segregate the same on block basis.

f. If more than two Candidates (three in case of Towers bearing No. 12, 13, and 14) from a block has applied for MC membership, then election will be held at a time and place specified by the Election Committee, 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 Election Committee, and the Candidates obtaining more no. of votes, by person or proxy, will be elected as MC Member of that Block-A.

g. If the Candidates applied for MC membership from a Block does not have any contest, i.e only two or three Candidates, as the case may be, have applied for MC Membership ("Uncontested Candidate/s"), then such Uncontested Candidate/s will automatically be elected as a MC Member representing such block.

h. The term of office of a Management Committee 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 Management Committee may be increased with the approval of General Body Meeting. The Term of Office of the existing MC's (elected before adoption of this new Bye laws) will continue their office either till the expiry of their term (as defined in the Byelaws in force when they got elected) or Resignation or disqualification



For PRESTIGE BELLA VISTA FLAT
OWNERS WELFARE ASSOCIATION

SECRETARY

i. An AGM shall be called within a period of 9 to 15 months from the date of previous AGM

j. The outgoing President (or Vice President in case President is not available), Secretary (or Jt. Secretary in case Secretary is not available) and Treasurer (or Jt. Treasurer in case Treasurer is not available) would continue to be ex-officio member(s) 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.

k. 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 representative(s) for the same apartment.

14. B. VACANCIES

i. Vacancies caused in the MC 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 Association and shall stand eligible for election at such GBM.

Vacancies may be created under the following situations:

- a) MC members resigning during their term
- b) Disqualification or demise of MC member
- c) Vacancies shall be filled as per the process laid down below

ii. 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.

iii. In case the option i) cannot be carried out and the strength of MC falls below 50% 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 forum/emails/SMS, inviting nominations from the Owners, giving a period of 15 days to file their nominations/applications. Elections will be conducted in a Special General Body meeting to elect and backfill the vacant positions. Such election shall strictly follow the procedure set out in these bye-laws.



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15. PREPARATION AND FILING OF RETURNS:-

Necessary written Registers, Records and Statements required to be filed with the Registrar concerned, shall be prepared and filed by the Secretary of the Association.

15. FILING OF DOCUMENTS :

The Secretary of the Association will prepare and file the necessary records required with the Registrar of Societies. The following records will be filed:-

1. an authenticated copy of statement of accounts with report within 6 months of such passing
2. a declaration to the effect that the Association has been carrying on business or has been in operation during the financial year within six months of the completion of Annual general Body
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 Annual General Body
4. Change among the Members of the Association (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 Association 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 Association in duplicate within three months of such passing the resolution in the AGM/EGM
7. List of Mortgaged Property of the Association in FORM NO.VIII within one month from the date of Registration of Mortgage Deed.

16. ACCOUNTS AND AUDITS:-

- 1) The Financial Year of the Association shall be from April to March, the following year
- 2) The Association shall maintain the register of and other records in accordance with rule 18 of the Act and shall keep the same for inspection by its members at free of cost.

16. ACCOUNTS & AUDIT:-

- a. The accounts shall be maintained by the Treasurer according to Rules 18 and 19 of the Societies Rules 1978.
- b. The financial year of the Association shall be from **APRIL TO MARCH** every year.
- c. The Association shall present, at its **AGM**, an Audited Financial Statement of the expenses incurred in the maintenance and upkeep of PBV Complex, which shall contain:
 - i. the statement of Income and Expenditure for the current Financial Year ended 31st March and a comparative statement for the previous Financial Year;
 - ii. a summary of the property, assets and liabilities of the Association, 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;
- d. The Audited Financial Statement shall be open for inspection by any Owners of the Association,
- e. **PUBLICATION OF AUDITED FINANCIAL STATEMENT:**

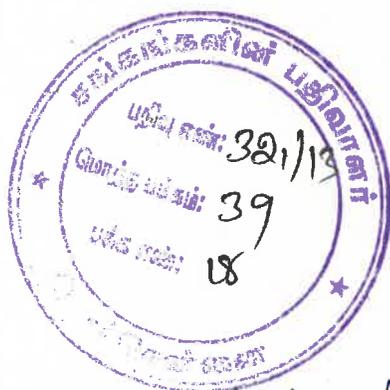
A copy of the last Audited Financial Statement and of



For PRESTIGE BELLA VISTA FLAT
OWNERS WELFARE ASSOCIATION

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	<p>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>f. APPOINTMENT OF EXTERNAL AUDITOR:</p> <p>The Association shall appoint at its AGM, an external auditor who shall audit the accounts of the Association 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 Association in what respect he finds it incorrect, un-vouched, and not in accordance with law.</p> <p>g. POWER OF EXTERNAL AUDITOR</p> <p>The External Auditor shall be entitled to call for, and examine any papers or documents belonging to the Association relating to PBV Complex, and shall make a special report, to the Association upon any matter connected with the accounts and other affairs of Association which the External Auditor deems fit to bring it to the special notice/attention of the Association.</p>
<p>17. SUPPLY OF DOCUMENTS:-</p> <p>The Copies of Bye-laws, Income & Expenditure Statements and Balance Sheet will be supplied to Members on requisition at the cost of Rupees 1/- per copy of each document.</p>	<p>17. SUPPLY OF DOCUMENTS:-</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>
<p>18. FINE/ACTION TO BE TAKEN AGAINST MEMBERS WHO VIOLATES BYELAWS OR RULES OF THE ASSOCIATION</p> <p>Members found guilty of violation of all or any of the bye-laws of the Association or rules framed by the Executive Committee will be removed from the Association by a resolution passed by the majority of the Executive Members of the Committee</p>	<p>18. FINE/ACTION TO BE TAKEN AGAINST MEMBERS WHO VIOLATES BYELAWS OR RULES OF THE ASSOCIATION</p> <p>Members found guilty of violation of all or any of the bye-laws of the Association or rules framed by the Managing Committee will be liable for legal action by a resolution passed by the majority of the Managing Committee Members of the Committee.</p>
<p>19. DAY TO DAY TRANSACTION OF THE ASSOCIATION SHALL BE DONE BY THE COMMITTEE: -</p> <p>1. The Executive Committee has the power to appoint staff for Executive work of the Association and also to frame service rules for such staff.</p> <p>2. The Treasurer of the Association is authorized to keep sum not exceeding Rs.5,000/- for day transaction. The funds of the Association will be deposited in any Nationalised Bank or scheduled bank as decided by the Executive Committee in accordance with Rule No.24(b)</p>	<p>19. DAY TO DAY TRANSACTION OF THE BUSINESS OF THE ASSOCIATION:-</p> <p>1. The Treasurer can have an imprest amount of Rs.10,000/- (Rupees Ten thousands only) to meet the day to day expenditure of the Association.</p>



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20. GENERAL BODY MEETING:-**a. Annual General Body Meeting.**

1. At least one General Body meeting shall be held after the expiration of financial year, which is called Annual General Meetings (i.e) before the month of September.

2. The following Business will be transacted in the Meeting.

- To elect the members of the Executive Committee for Three years.
- To appoint auditor/auditors for the ensuing financial year.
- To adopt and consider the Audited Statements of Accounts of the proceeding years.
- To pass the Budget of the Association for the ensuing year.
- Any other issues ordinarily received from the members three weeks before the meeting.

20. GENERAL BODY MEETING:-**A. ANNUAL GENERAL BODY MEETING**

a. An Annual General Body Meeting of the Association shall be convened after the expiration of financial year, (i.e) on or before 30th of September every year.

b. ORDER OF BUSINESS:-

The Order of business of all AGMs shall be to:

- a. receive and consider the proof of service of notice of the meeting, or waiver thereof;
- b. take a roll-call of the Owners present;
- c. consider, and approve the minutes of the previous meeting;
- d. consider, scrutinize, approve and accept the Income and Expenditure Account and Balance sheet of the Association 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;
- e. consider, approve, and initiate such action as may be necessary on the reports of the Secretary and the Auditors;
- f. consider, approve and initiate such action as may be necessary on reports, if any submitted by the MC;
- g. consider, and initiate such action as may be necessary on the report of the Registrar, or of the Officer duly authorized by him;
- h. consider, and deal with appeals against the actions/inaction of the MC, if any;
- i. consider amendments, additions or modifications to the Bye-Laws and Rules & Regulations;
- j. consider, and deal with unfinished business, if any;
- k. consider, and deal with any new business, that may be placed before the General Body;
- l. Appointment of the new members of the Management Committee;
- m. Elect Office Bearers;
- n. Consider and approve to incur non-budgeted expenditure of major expenses.
- o. Any other subject with the permission of the Chair.

c. POWERS AND DUTIES OF THE ASSOCIATION:**c.1 AUTHORITY:**

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i. The Association shall have the responsibility of administering the PBV Complex. To this end the Association shall, through the Management Committee, 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 at least 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.

d. RIGHTS AND RESPONSIBILITIES OF THE GENERAL BODY:

The General Body shall:-

i. take all necessary steps for the effective management of PBV Complex;

ii. protect the legitimate rights, and interests of the Owners in all matters, by lawful means;

iii. assess, fix and collect the charges to be realized from the Owners for the proper management and maintenance of PBV Complex, which shall include contribution towards maintenance charges and Sinking Fund;

iv. elect Office Bearers at the general body meeting;

v. represent, through the MC, the Association before all Governmental and other official, or non-official bodies, in all matters concerning PBV Complex;

vi. review the work of the MC at its Annual General Meeting, or any other Meeting, and take such action as may be necessary to ensure the efficient working of the MC;

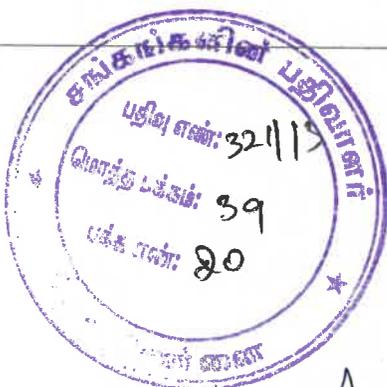
vii. Appoint Auditors for the following Financial Year, to audit the accounts of the Association, and fix their remuneration. Auditors so appointed shall hold office till the next AGM;

viii. to approve the annual budget.

e. TIME & PLACE OF THE GENERAL BODY MEETING:

The General Body Meeting of the Association shall be held at a suitable time and place convenient to the Owners, as may, from time to time, be decided by the Management Committee.

f. QUORUM FOR THE MEETING OF THE GENERAL BODY



The quorum for the General body Meeting shall be 1/10th of the total members of the Association.

(The presence, in person, carrying at least one tenth of the total votes shall constitute the quorum for a meeting of the General Body. To illustrate, as the Association has 2613 Apartments, the presence of Owners carrying 261 votes shall constitute a quorum.) 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 byelaws

b. EXTRA ORDINARY GENERAL BODY MEETING

The Executive Committee may at any time call for an Extra Ordinary General Body Meeting of the Association. It shall be called within one month from the date of receipt of the requisition in writing at least from 15 members. **QUORUM:-**

c. Notice of General Body Meeting:

a. Notice of every such General Body Meeting shall be given to all members 21 days before the Meeting. The notice shall contain the day, hour and place and object of the Meeting, and in case or any amendment of bye-law or object of the Association as contained in the memorandum intended for the proposal shall contain a copy of every such amendment.

b. The notice shall be sent to the members by one or more of the following model viz., by local delivery or by post or by circulation by the members by publication through press. The quorum of General Body Meeting shall be 50% of the members of the society.

B. EXTRA ORDINARY GENERAL BODY MEETING

An Extra Ordinary General Body Meeting of the Association may be convened by the President, for any specific purpose or on the written requisition of the Managing Committee or at the request of the Registrar by atleast 1/10th of the members of the Association. 21 days clear notice shall be given to all members by post/circular within 30 days of such requisition. The quorum for the Extra Ordinary General body meeting shall be 1/10th of the total members of the Association. The notice shall specify the date, hour, Agenda and place of the General Body. In default, such meeting may be convened by the requisitionists themselves.

C. NOTICE OF GENERAL BODY MEETING

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 electronic mail/SMS/notice board/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 Association records. The Secretary shall also arrange to display such notice on all the notice boards of PBV Complex. The notice in the case of the **AGM** shall be given not less than **21 days** prior to such a meeting.

21. SPECIAL RESOLUTIONS

1. Special Resolution is a Resolution passed by a majority of not less than 1/3rd of the members of the Association entitled to vote as present in person at a General Body Meeting of which a notice or not less than 21 days specifying the intention as to by duly given.

2. Provided that if all the Members entitled to vote at any given time such a Meeting to agree a resolution may be passed as Special Resolution by giving a notice not less than the period prescribed under this rules has been duly given.

1. To amend the bye-laws of the Association.
2. To amend the object relating the memorandum of

21. SPECIAL RESOLUTIONS

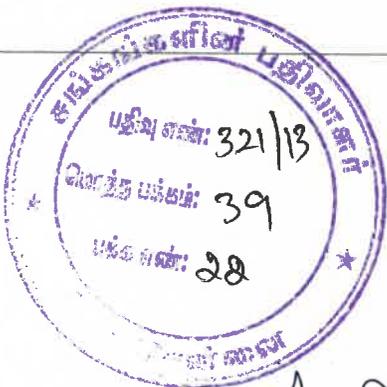
Special Resolution is one passed by 1/2^{of} members present in person at the meeting. The above Resolution is required for amending the memorandum and bye-laws of the Association; amalgamate/divide dissolve the Association, and to change the name of the Association.



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OWNERS WELFARE ASSOCIATION

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<p>Association for the objects mentioned in Sec. 12 of the act.</p> <p>3. To change in the name of the Association.</p> <p>4. To amalgamate the Association.</p> <p>5. To divide the Association into two or more Associations.</p> <p>6. To dissolve the Association.</p>	
<p>22. EXHIBITION OF REGISTERS:-</p> <p>The Members Register, Minutes Book and Book of Accounts shall be kept at the registered office of the Association for 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 Association</p>	<p>22. 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 Association 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 Association</p>
<p>23. THE FUNDS OF THE ASSOCIATION</p> <p>The funds of the Association shall be invested in a Nationalized Bank or scheduled banks as decided by the Executive Committee. Any two of the following Officers are empowered to operate the accounts i.e. President, Secretary and Treasurer.</p>	<p>23. FUNDS OF THE ASSOCIATION:-</p> <p>a. Funds of the Association shall generally be deposited in a bank/s approved by the Managing Committee and the bank account shall be operated by the TREASURER JOINTLY with the SECRETARY OR PRESIDENT. As far as possible, all payments to be made by Cheques only.</p> <p>b. Funds may be raised by the Association in all, or any of the following ways, namely:-</p> <ol style="list-style-type: none"> By levying the prescribed association Entrance Fee; By levying maintenance charges from Owners as per the established frequency; By levying charges from Owners towards Sinking Fund as per established frequency; By receiving advance deposits, and donations from Owners; from surplus of Income over Expenditure (if any); By raising loans, if necessary, subject to such terms and conditions as the Association, with the approval of the General Body, may determine in this behalf; In the event of transfer of ownership, by way of sale, the new Owner shall be liable to pay a Entrance Fee of Rs.20,000/- to the Association immediately on such transfer of ownership, or such other amount as may be decided by the Association from time to time; By hiring/leasing of any permitted common areas/facilities; By levying 'moving-in' and 'moving-out' charges 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 Management Committee from time to time. However the 'moving-in' charge shall not be applicable for the first time 'moving-in' to the Apartment by any Owner. The Association may also collect a refundable caution deposit (to cover for damages if any) in all such cases in accordance with the rules and regulations. 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 Management Committee from time to time, subject to availability, on first cum first served basis; By collecting charges for usage of notice board, distribution of pamphlets etc., as may be levied by



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	<p>the Management Committee 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 Management Committee;</p> <p>xiii. By organising sponsorship events, fund raising events etc.;</p> <p>xiv. By levying an "owner non-occupancy charge" per Apartment for rented out units, as may be decided by the Management Committee from time to time</p> <p>xv. By levying charges for usage of Club House facilities, such as swimming pool, squash court, tennis court, gym, sauna etc., as may be decided by the Management Committee from time to time.</p> <p>xvi. Any other income or revenue generated by the Association.</p> <p>xvii. Rental income from all properties including terraces owned by the association.</p> <p>d. INVESTMENTS</p> <p>The Association 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>
<p>24. ADJOURNMENT OF MEETINGS</p> <p>If required quorum is not- present, the meeting shall be adjourned for 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.</p>	<p>24. ADJOURNMENT OF MEETINGS</p> <p>a. 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.</p> <p>b. The President of the association 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.</p>
<p>25. If any of the Committee Members or Office Bearers fails to attend three consecutive Meetings without any written request, he will automatically cease to be a member of the Association.</p>	<p>25. If any of the Committee Members or Office Bearers fails to attend three consecutive Meetings without any proper leave of absence, he shall removed from the Committee.</p>
<p>26. For matter not mentioned in these bye-laws, the provisions of the Tamil Nadu Societies Registration Act, 1975 and Rule made there under will apply.</p>	<p>26. ELECTION COMMITTEE</p> <p>A. The Election Committee shall be responsible for conducting the election for (i) selecting the members of Management Committee prior to the Annual General Meetings; and (ii) electing the Office Bearers out of the members of the Management Committee appointed at the Annual General Body Meetings.</p> <p>Formation of Election Committee to be carried out as per the following provisions:</p> <p>a. The Election Committee will be formed by the Management Committee. The selection and formation of Election Committee will be at least 2 months before the date of each AGM.</p> <p>b. Total of 5 persons are required to form an Election Committee.</p>



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c. Elections Committee may avail the support of the legal counsel of the Association as and when required

d. Member of Elections Committee must be Resident Owner(s) in the PBV Complex.

B. Selection of the members of Management Committee:

i. The Election Committee shall invite nominations/applications, conduct scrutiny of applications to accept/reject the applications/candidates, announcement of contestants/candidates and declare the elected members of MC.

ii. If only two (or three in case of blocks with 1 BHKs) persons of a particular block are willing to be member of the Management Committee, they will be deemed to be selected, subject to appointment at the AGM. If more than two (or three in case of blocks with 1 BHKs) persons of a particular block are willing to be member of the Management Committee, then EC will schedule a date and time for that respective block and select members of the MC, through a secret ballot.

iii. The members of the Management Committee will be selected at least 30 days prior to each GBM. The said members will take office at the ensuing GBM upon appointment;

C. Selection of Office Bearers:

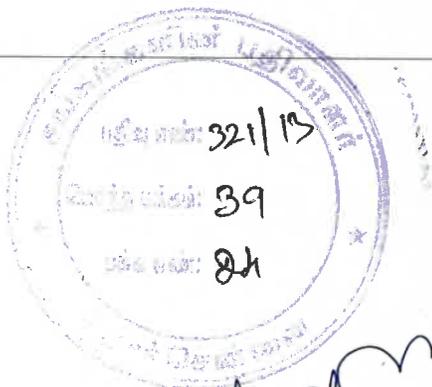
i. Once MC members are selected, the persons seeking to become office bearers shall file application to the Election committee. No MC member shall apply for more than one post of Office Bearers.

ii. Once the list of candidates contesting for various positions of office bearers is received by the Election committee, the committee will conduct the elections in the General Body Meeting where the members of the Association will vote to elect the Office Bearers in accordance with the byelaws.

iii. The election committee 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 Management Committee. The notice to be circulated to the Apartment Owners calling for AGM will include the above details provided by the Election Committee.

iv. 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 Byelaws in force when they got elected) or Resignation or disqualification

d. Finalizing Voters List for election in General Body Meeting



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Election Committee should finalize the Final List of eligible Voters list and publish the names through email/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 election announced.

e. Voting in General Body Meeting

i. Each Owner shall be entitled to one vote per Apartment owned by him/her.

ii. 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.

iii. The disqualified owner is not eligible to vote at a General Body meeting.

iv. Votes may be cast either in person or by proxy. In relation to the Apartments owned by companies, body corporate or any such legal entities, the authorised representative of such respective Owners may attend the meeting and vote at a General Body meeting.

v. Voting will be by a secret ballot system.

f. PROXIES

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 **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 General Body meetings.

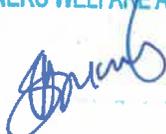
In relation to the Apartments owned by companies, body corporate or any such legal entities, the authorised representative of such respective Owners may attend the meeting, and they shall not be treated as 'Proxy' for the Owners.

g. Scrutiny of Proxies:

Election committee shall be responsible to scrutinize all the Proxies attending at the GBM for voting and approve their eligibility to vote to ensure the correctness and validity of the Proxies attending the meeting for voting.



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27. REMOVAL OF MEMBERS:-

1. Any member who does not take any interest in the activities of the affairs of the Association will liable to be removed from the Association and the decision of General Body shall be final.

2. In such cases, aggrieved person shall have a right to appeal to the President and his decision will be final and binding by all the members.

nil

27. REMOVAL OF MEMBERS

a. The Owner of the Association who has not paid the dues to the Association for 60 days or more from the due date shall be considered as a Defaulting Owner. Such Defaulting Owners shall not be entitled to any of the rights and privileges enjoyed by other Owners, or to the services, and facilities offered by the Association, and shall forfeit all voting rights, whatsoever, till the dues are paid in full. If the Defaulting Owner remains to be a Defaulting Owner for a period of more than 3 months, such Owner may be removed from the Association, on the recommendations of the Management Committee. Such expelled person shall be readmitted as member upon payment of the entire outstanding to the Association with interest and penalty as provided under this Bye-laws or recommended by the Management Committee.

b. An Owner can be removed by the MC for any misconduct, misbehaviour etc., after providing reasonable opportunity of being heard. Such expelled person shall be readmitted as member pursuant to payment of the penalty as may be imposed by the Management Committee.

c. DISQUALIFICATION:

No Owner shall be entitled to contest or vote on the question of election of the members to the MC, or any other matter, or be entitled to stand for election to such office, if he/she/they are in arrears, in respect of their dues to the Association, for more than 60 days from the due date. The names of the Owners and the amounts in arrears for more than 60 days shall be displayed on the notice board(s) of the Association till such time the arrears remain outstanding.

28. DISSOLUTION: -

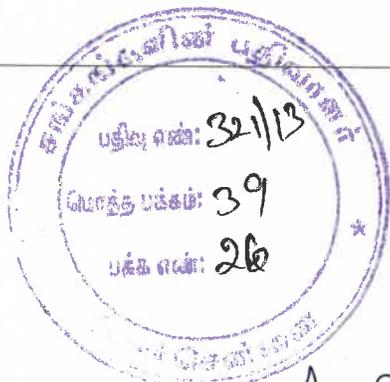
The Association may pass a special resolution to determine that it shall be dissolved and there upon the Association shall be dissolved forth with. The Association shall stand dissolved as per procedures laid in Section (41) & (42) of the Tamil Nadu Societies Registration Act. 27 of 1975.

28. RIGHTS, OBLIGATIONS & PRIVILEGES OF MEMBERS

1. Every Owner shall abide by the Bye-Laws of the Association and follow all rules & regulations of the Association, as conveyed through the MC.

2. Every Owner shall abide by the Bye-Laws of the Association and this Code of Conduct as herein provided and follow all instructions of the General Body, as conveyed through the Managing Committee. The Owners shall also abide by rules and regulations prescribed in the Good Living document. Any violations of the Good Living Document will be subject to penalties as per the appropriate section of Good Living Document. MC reserves the right to review and revise the Good Living Document.

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 and/or quarterly payments towards a) maintenance charges accounted under General Operating Fund, to meet day to day 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,



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renovation, equipment replacement etc..

4. The assessment shall be made pro-rata according to the super built up area of the each Apartment vis-a-vis the total super built up area of PBV 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 Association like generator, water, clubhouse 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, a clause as approved by the Association, binding the occupant to pay, in proper time, the monthly maintenance assessments directly to the Association, failing which the penalties laid down in Clause 40 herein under may be imposed. A copy of the said Agreement, along with an undertaking by the occupant to abide strictly by the Bye-laws of the Association, and to make payment in full, and in time, all maintenance assessment as raised, shall be submitted to the Association 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 are paid in time as adjoined in Clause 0 aforesaid, and in the event of any default by his/her/their occupant, shall himself/herself/themselves make all payment 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 in entirety, 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 facade 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 Association for any expenditure in repairing or replacing any damages to the Common Areas and Facilities caused through his/her/their fault.

9. Every Owner/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/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 requests 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/Resident shall ensure that the



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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. The Apartments shall also not be used as serviced apartments.

12. Every Owner/Resident shall ensure that his/her/their children play only at places allotted if any and during the hours prescribed by the MC.

13. Every Owner/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 Association from time to time.

14. Every Owner/Resident shall ensure that the rights and privileges of other owners are respected and that no inconvenience is caused to them in any manner.

15. Every Owner/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 staff follow all rules laid by the MC, without exception.

16. Every Owner/Resident shall use the lifts in such a manner as not to damage them in any way whatsoever and follow the rules and regulations prescribed by Association from time to time.

17. 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 neighbours and/or residents of other apartments and shall follow the rules and regulations prescribed by Association from time to time.

18. Residents keeping domestic animals or other pets shall abide by the Municipal Sanitary Bye-laws and the rules and regulations prescribed by the Association from time to time.

19. 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 the MC. A letter of authorization for such occupation shall be given to the MC before the occupation.

20. No Owner shall sell, or otherwise transfer his/her/their Apartment to any one without prior notice to the Association and/or without paying in full all amounts due to the Association. Any default in this regard will result in the transferee being denied any or all of the services rendered by the Association including the supply of water unless the transferee undertakes to pay all the dues and does so before occupation of the Apartment.



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21. 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.

22. No Owner/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 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 a Structural Engineering firm, chosen from its list of empanelled firms, to be arranged by such Owner at his/her cost. All decisions taken by MC in this regard shall be final and binding.

23. No Owner/Resident shall 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.

24. 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 parked only in the allotted locations and shall abide by the rules drawn up time to time by the Association. Only one car shall be parked in the one parking space. It is a specific pre-condition that all vehicles parked within PBV Complex are at the owner's risk.

25. No Owner/Resident shall place any objects in the Common Areas, especially in the lobbies, window sills, lifts, stairways, emergency exits etc. and shall follow all rules and regulations prescribed for this purpose, by the Association from time to time.

26. No Owner/Resident shall put up any hoarding, advertisement, notice, or poster of any kind, in or on PBV Complex, except as authorized by the Association.

27. 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 strictly prohibited.



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28. No Owner/Resident shall dust rugs in any manner on the windows, balconies or on the Common Areas, including the lobbies and landings.

29. No Owner/Resident shall install wiring for electrical, telephone, or fax machines, television antennae, 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.

30. No Owner/Resident shall engage any staff of the Association for any personal work.

31. No Owner/Resident, or any person connected with him/her/them, shall cause any damage, whatsoever, to any asset of the Association. 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.

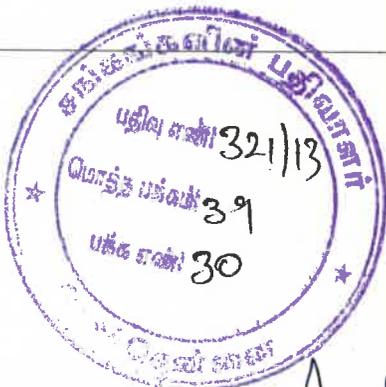
32. No Owner/Resident shall use the Common Areas for any purpose which may hurt the sentiments, or feelings of any of the residents. The decision of the MC shall be final and binding in all such cases.

33. No Owner/Resident shall use any part of the premises including his/her/their Apartment for any commercial activities whatsoever. No owner / resident shall use any part of premises for any commercial purpose 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 Association. Upon violations of above conditions and not limited to, MC reserves the right to restrict usage of common facilities.

34. 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.

35. No Owner/Resident shall, under any circumstances, threaten, abuse, reprimand, assault or in any way take up with the staff employed by the Association, but may report any misbehavior, or neglect of duty by them to the MC.

36. Use of PBV Complex Club facilities is restricted to residents of the apartments only (resident owners or tenants). Club house facilities may also be extended to guests of residents 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 Association from time to time and MC will publish the club usage policy.



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37. 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.

38. All Owner/Resident of PBV Complex shall adhere to all rules, regulations, code of conduct that may be formulated by the General Body from time to time.

39. All Owner/Resident of PBV 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 regulations prescribed for this purpose, by the Association from time to time.

40. All Owner/Resident shall ensure that the potted plants and other decorative items kept in their respective balcony spaces or terraces are kept within their balcony/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 Association from time to time.

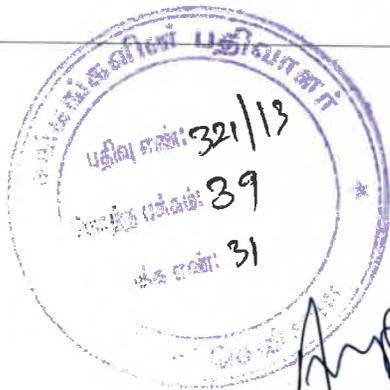
41. No Owner/family member(s) or the tenant or any other person(s) shall form any parallel society/association.

42. Any Owner/Resident violating any rules and regulations/Bye Laws of the Association may invite disciplinary/legal action against him/her by the Association so as to make them comply with the said rules and regulations.

43. PENALTIES

a. 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 amounts due to the Association 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 cheque, digitally or any other mode as instructed by the MC.

2. Non-payment of dues to the Association 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 7 days, is given to the Defaulting Owner. The Notice shall be sent by Registered Post. In the event of the registered letter 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 Association for the information of its Owners. On expiry of 7 days from the date the Notice is posted on the door



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	<p>of the defaulting Owner's Apartment, the Association 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.</p> <p>3. In the event of default in payment of dues to the Association, the Association shall have the right to deduct such dues from any moneys/deposits lying to the credit of such Defaulting Owner in the accounting records of the Association.</p>
NIL	<p>29. GENERAL:-</p> <p>A. ESTATE MANAGWE AND STAFF</p> <p>The MC may employ, for the Association, a person who shall be designated as ESTATE MANAGER, or any other designation as the MC may decide for the purpose of carrying on the day-to-day activities necessary for achieving the objectives of the Association. A three member recruitment committee will be constituted for this purpose out of MC members for processing the selection of Estate Manager and other staffs of the Association. The final selection of each staff member and their terms of employment/ services, compensation etc., shall be as approved/ ratified by MC.</p> <p>B. AFFILIATION:-</p> <p>Should there be any established Federation, or Association of Apartment Owners, the Association may, if it is considered to be in the interests of the Owners to do so, become a member thereof, and pay the membership/entrance fees from time to time, payable to such Federation/Association under the rules thereof.</p> <p>C. NOTICE TO THE ASSOCIATION:</p> <p>Any Owner, who mortgages his/her/their Apartment, shall notify the Association, through the President of the MC, the name and address of his/her/their mortgagee, and the Association shall maintain such information in the book entitled "Mortgages of Apartment". The mortgager shall pay all dues to the Association BEFORE effecting the mortgage, failing which, the services of the Association shall not be made available to the mortgagee.</p> <p>D. NOTICE OF UNPAID ASSESSMENTS:</p> <p>The Association, shall, at the request of a mortgagee of an Apartment, report any unpaid assessment due from the Owner of such an Apartment. The Mortgage shall pay all such dues to the Association BEFORE affecting the mortgage, as aforesaid.</p> <p>E. COMPLIANCE:</p> <p>The Bye-Laws are set forth to comply with the requirements of the Tamil Nadu Apartment Ownership Act, 1994. In case, any of these Bye-Laws conflict with the provisions of the said Act, it is agreed, and accepted</p>



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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.

F. SEAL OF THE ASSOCIATION

The Association shall have a "Common Seal", which shall be in the custody of the Secretary and shall be used only under the authority of a resolution of the MC, and every deed, or instrument, to which the seal is affixed shall be attested, for or on behalf of the Association, by the Secretary and two other Office Bearers of MC

G. INDEMNITY

All the MC members of the Association (whether past or present) shall be indemnified and hold harmless against all liabilities for their actions, inactions done in the best interest of the Association and the Owners. In case any legal proceedings are initiated against them in their official capacity (past or present) the Association 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.

H. DISCIPLINARY COMMITTEE

1. The managing committee shall appoint a disciplinary committee for the tenure of MC consisting of 3 MC members and 2 non- MC members who shall form and shall act as the as the disciplinary committee to look into various needs of association, they may from time to time appoint additional enquiry committees as and when necessary.

2. The President shall head this committee.

3. This Committee shall look into complaints received from Owners as well as Managing Committee Members. Furthermore, matters pertaining to negligence of the Management Committee 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.

4. The orders passed by the Disciplinary Committee can be appealed against either at the next the General Body Meeting or Special General Body Meeting.

I. VENDOR MANAGEMENT:-

1. The Management Committee shall appoint a Vendor Management Committee (VMC) for the tenure of MC (i.e One year) consisting of 5 MC members, who are not Office Bearers.

2. The VMC shall comply with the following vendor



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engagement code:

3. Decide on the minimum number of vendors upfront for a service. If there is a difficulty in finding the minimum vendors then the 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 recommend the list of vendors, who comply with the code herein, 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.

4. Receipt of any vendor applications has to be made public within 10 days of receipt.

5. All the applications should be disposed off in a maximum of 4 weeks conveying decisions, after the last proposal is received.

6. 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.

7. It is desirable to have Service Level Agreements defined initially and monitored and discussed in subsequent MC meetings if required.

8. Primacy is for quality and cost of service.

9. A side by side comparison on the same must be done with all the vendors.

10. 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.

11. 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.

J. 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 Association and his award shall be final and binding on the parties hereto and Arbitration shall be as per the Provisions of the Arbitration & Conciliation Act in force. The Arbitration shall be conducted in English Language



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	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
NIL	<p>30. DISSOLUTION</p> <p>The Association shall not be dissolved unless its dissolution is decided upon through a Resolution passed at the General/Extra-ordinary General body meeting by a majority of 3/4th 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 Association having similar objects.</p>
nil	<p>31. 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.</p> <p>CERTIFIED THAT THIS BYE-LAW IS A CORRECT COPY</p>
	<p><u>PREAMBLE</u></p> <p>VISION</p> <p>It is our shared vision to build a harmonious community that nurtures a vibrant, progressive, safe and healthy living environment.</p> <p>MISSION</p> <p>Our Mission is to manage the affairs of the Association by providing effective and professional management, and creating an atmosphere that actively encourages community involvement and volunteerism.</p> <p>VALUES</p> <p>Our shared values are:</p> <ul style="list-style-type: none"> • We shall care for each other's well-being. We shall be respectful in our written and verbal communication when dealing with fellow residents, staff, visitors, vendors, etc. • We shall strive to build a child and elders-friendly environment • We shall be good community citizens who are willingly and voluntarily conforming to the byelaws, rules and regulations of the Association • We shall honor the need for privacy of each other • We shall extend our full support and co-operation to the Management Committee and the staff of the Association, on a continuous basis and help make the Association's vision into reality • We shall share creative pursuits, wisdom, celebrations, life transitions and simple daily connections that make life meaningful in the true spirit of comradeship.
	I. DEFINITIONS:-



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1. Short Title: These Revised Bye-laws shall be called the "**BYE-LAWS OF Prestige Bella Vista Flat Owners Welfare Association**" and shall come into force immediately after adopting in the General Body meeting.

2. Application: The provisions of these Bye-Laws shall apply to the **Prestige Bella Vista Flat Owners Welfare Association** and the Owners of Apartments in PBV Complex. All the present, or future owners, tenants, future tenants, or their employees, or any other person who is lawfully entitled to use the facilities of the said PBV Complex, in any manner whatsoever, shall be subject to the regulations set forth in these Bye-Laws. The mere acquisition, or rental, or taking on lease/license of any of the Apartment of the said PBV Complex, or the mere act of occupancy of any of the said Apartments, shall signify that the Bye-Laws are accepted, ratified, and agreed to be complied with.

3. In these Bye-Laws, unless the context requires otherwise:-

3.1 "ASSOCIATION" means the Association of Owners of all the Apartments in PBV Complex, and legally constituted for the purpose of protecting the legitimate rights and privileges of the Owners, and generally safeguarding their interests, by all lawful means.

3.2 "PBV COMPLEX" means the gated community apartment complex known as "**Prestige Bella Vista**" situated at the address "No.1, Mount Poonamallee High Road, Pushpa Nagar, Iyyappanthangal, Chennai, Tamilnadu, 600056" consisting of 33 Blocks and measuring 25 Acres in Survey No. (See Annexure 2), all situated in the above mentioned address, and includes the land and all such facilities appurtenant thereto.

3.3 "MANAGEMENT COMMITTEE" or "MC" means a committee of elected representatives duly appointed at an General Body Meeting, which shall consist of 69 members (i.e three representatives per block for blocks having 1 BHKs (i.e Towers bearing Nos. 12, 13 and 14) and two representatives per block for other blocks of the PBV Complex). For the purpose of clarity (i) the three blocks having 1BHKs will have 9 representatives in total (i.e $3 \times 3 = 9$ representatives); and (ii) and the remaining 30 blocks will have 60 representatives in total (i.e $30 \times 2 = 60$ representatives).

3.4 "OWNER" or "Apartment Owner" means the person or persons owning an apartment and having an undivided interest in the common areas and facilities in PBV Complex. The nature of the Owner could be an individual, HUF, partnership firm, association of Persons, Trust, Body Corporate or a Company. The developer/promoter/land owner of the PBV Complex shall be considered to be the Owner solely for the purpose of exercising their one vote in the General Body Meeting.

3.5 "Resident Owner" means the Owner as defined in Clause 3.4 above, but restricted to being an Individual or HUF (representative), who is wholly residing in the



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PBV Complex. Only a Resident Owner is eligible to nominate and become a Management Committee (MC) member

3.6 "DEFAULTING OWNER" means any Owner who has not paid any dues (including maintenance fee, amenity charges etc.) to the Association for 60 days or more from the due date. Such Defaulting Owners shall not be entitled to any of the rights and privileges enjoyed by other Owners, or to the services, and facilities offered by the Association, and shall forfeit all voting rights, whatsoever, till the dues are paid in full.

3.7 "APARTMENT" means part of a building in PBV Complex, intended for use for residential purposes, including one or more rooms, and/or enclosed spaces with direct exit to a Common Area leading to a public road. The Apartment shall be used for residential purpose and any other purpose which does not violate the development regulations of CMDA.

3.8 "MAJORITY" means greater than 50% of votes, cast by Owners either in person, or by proxy in any duly constituted General Body meeting.

3.9 COMMON AREAS AND FACILITIES:

Common Areas and Facilities means:-

3.9.1 the land on which PBV Complex is located, but excluding the individual Apartments;

3.9.2. the foundations, columns, girders, beams, supports, main walls, parapets, roof tops, corridors, lobbies, stairs, stairways, fire-escapes, entrances and exits of the building;

3.9.3 yards and grounds, gardens, benches, children's play area, parking areas and storage spaces;

3.9.4 the premises used as offices, security room, store-rooms, rest rooms, or rooms for the lodging of janitors, or persons employed for the management of the property;

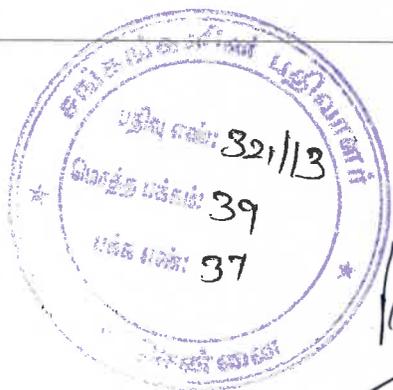
3.9.5 installations for the central services, such as generators, power equipment, STP Plant, Gas bank, water treatment plant, light fixtures and fittings, fire alarm system etc.;

3.9.6 the elevators, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use;

3.9.7 such community and commercial facilities;

3.9.8 All other parts of the property necessary, or convenient to its existence, maintenance and safety, or normally in common use.

3.9.9 Club House, for the use by the Residents of PBV Complex, consisting but not limiting to a gymnasium, squash court, tennis court, sauna, steam, filtration plant for swimming pools, changing rooms and multipurpose hall together with all fittings and fixtures therein.



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3.10 "RESIDENT" means any person who has been living or occupying the Apartment in Prestige Bella Vista either as an Owner or as a legitimate tenant/occupant or lessee.

3.11 "SINKING FUND" means amounts being accumulated for meeting future major expenses with respect to repairs, civil works, repainting, renovation, equipment replacement, etc..

3.12 "FINANCIAL YEAR" means a period commencing from the 1st day of April of a year and ending on 31st day of March of the subsequent year.

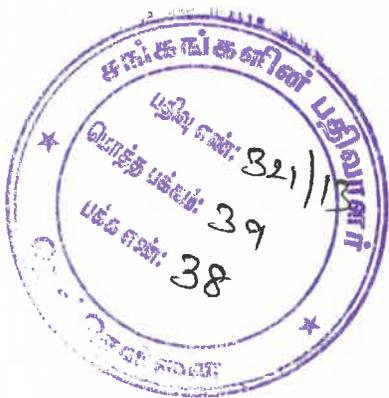
3.13 "DOCUMENTS" means all legal, para-legal, land title deeds and building sanctioned plans, licenses, certificates, approvals, as-built drawings, operating manuals, warranties and others necessary documents relating to PBV Complex.

3.14 "OFFICE BEARERS" means the members of the Management Committee who have been elected as President, Vice President, Secretary, Joint Secretary, Treasurer and Joint Treasurer of the Association by the General Body.

3.15 APARTMENT OWNERSHIP:

Each Owner shall be entitled to the exclusive ownership rights of his/her/their Apartment in terms of Section 5 of the Tamil Nadu Apartment Ownership Act, 1994.

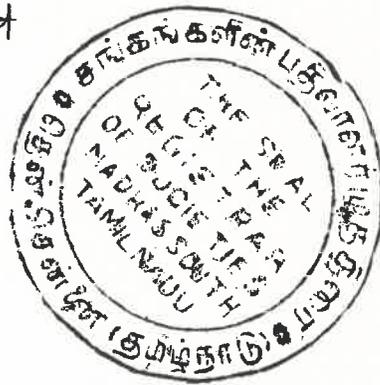
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சங்கத்தின் பதிவு எண் : 32113
 சங்கத்தின் பெயர் : Prestige bella vista flat owners welfare
 ஆவணத்தின் பெயர் : Amendment
 தொடர் எண் : 11
 பதிவு நாள் : 10/17
 பதிவானது/கோப்பானது :



சங்கத்தின் பதிவாளர்
 தென்சென்னை
 10/17



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ANNEXURE-3

**Continuation of my complaint dated 27-04-2020**

1 message

ANUPKRISHNAN VISWANATH <anupkrishnanviswanath@gmail.com>

Tue, 5 May, 2020 at 07:41

To: ro.moefccc@gov.in, g.shankar@gov.in, menong@cag.gov.in

Cc: secretary@prestige-bella-vista.com, pbvassociation@gmail.com

Respected Sir,

I am sending this email as a continuation of my previous complaint against Prestige Estates Projects Limited dated 27/04/2020.

I got new information from moef & cc website regarding further violations committed by PEPL. PEPL didn't upload in their website or give to any of the flat owners a copy of the Environmental Clearance letter so far, officially. I, being a flat owner in this project, has asked for a copy of EC and the entire half yearly compliance report submitted to moef&cc but PEPL didn't oblige so far. It is a serious noncompliance on their part. I am attaching my email dated 03-05-2020 requesting PEPL to issue me a copy of EC.

Validity of Environmental Clearance letter of Prestige Bella Vista with Ref.F.No./SEIAA/FN/F430/2011-1A-III dated 16-10-2012 was expired in 2017. Its name was not included in the group of projects which had applied for extension/amendment of EC as per the information available in the website of moef&cc. Prestige Real Estates Ltd is literally running this apartment complex without environmental clearance and completion certificate.

They haven't complied with the conditions laid down in the procurement of fresh water from bore wells and Chennai Metro Water Services. Instead, they are getting water from Tanker Lorry Services mainly. According to the maintenance budget of PBV Project 2019-20 published by Prestige Property Management Services, water procurement cost was shown as 3.9 crores. Project Proponent hasn't divulged the actual amount of water being procured from Metro Water Services so far.

The electricity charges for the Common area was a whopping 4.5 crores. If they have installed solar panels as mandated by moef&cc and CMDA, they could have saved electricity worth 4.5 crores per annum to TANGEDCO. I am attaching a copy of the annual budget of PBV for 2019-20 published by PPMS.

I request you to take stringent action against the Proponents of Prestige Bella Vista Project and make this Project environmentally compliant to avoid a Maradu Flat like situation in the future. I am an owner of one apartment in this project and I am terribly worried about losing my lifetime earning which has already been invested with this project.

Awaiting your prompt action,

Yours faithfully,

Dr.Anupkrishnan.V
Flat 7173, Prestige Bella Vista
Ayyappanthangal,
Mount Poonamallee Road
Chennai-600056

ANNEXURE-4



AKV <anupkrishnanv@gmail.com>

Compliance Report of PBV

ANUPKRISHNAN.V <anupkrishnanv@gmail.com>

Mon, Jun 1, 2020 at 6:26 AM

To: secretary@prestige-bella-vista.com

Cc: pbvassociation@gmail.com

Sir,

I am in receipt of the most incriminating evidence which proves that PBV is still considered a project under construction.

Hard copy of 255 pages of Compliance Report submitted to Ministry of Environment by PEPL from 2016 to March 2019 was sent to me by the RO MOEFCC Chennai 2 days ago, in response to my RTI query.

Prestige has put on record in its compliance report dated June 2019 that PBV project is still under construction stage only. They informed that the status of operational phase of the project would be intimated once the construction works are completed.

Moreover, PEPL has given affidavit that PBV is not yet occupied till September 2016. It was partially occupied from October 2016 as per the compliance reports.

So legally, they can't collect CAM and run the Project. Moreover, they shouldn't have allowed buyers to occupy the flats in the first place.

CAM payment to builder is a non entity in PBV project. Association should take up this matter seriously and pressurise builder to complete the project as per the planning permit and EIA regulations and obtain CC. It is the builder's responsibility to maintain the project till it is complete. Here, the builder has unambiguously admitted to Ministry of Environment that the project is not complete and operational.

Curious, my flat was allegedly handed over to me on 25 th August 2016. So the handing over has no legal standing. In my case, handover letter itself is illegal. They had put on record that the project was under construction phase and was not occupied till September 2016. It is a clear-cut case of submission of false affidavit.

Association is free to use this vital information, in case they are pursuing legal options against PEPL.

The RO MOEFCC Chennai is willing to conduct a re inspection of PBV if the Association lodges formal complaint with MOEF & CC and request for the same. It is a golden opportunity for us to negotiate with builder to complete this project as per the planning permit and EIA regulations. Car park issues, drinking water problems, illegal construction in open spaces, Generator issues etc.. will be sorted out once for all without resorting to protracted legal battle.

I sincerely hope that Association will take up this issue seriously and request for a re - inspection.

Regards,

Dr.Anupkrishnan.V
Flat 7173, Prestige Bella Vistas seriously

ANNEXURE-5



AKV <anupkrishnanv@gmail.com>

Matters to be discussed in the forthcoming EGM

ANUPKRISHNAN.V <anupkrishnanv@gmail.com>

Mon, Jun 8, 2020 at 9:56 AM

To: secretary@prestige-bella-vista.com

Cc: pbvassociation@gmail.com

To

The Secretary
PBVFOVA
Ayyappanthangal, Cennai- 600056

Sir,

I am writing this email to raise a couple of important issues which have to be discussed in the forthcoming EGM to be held on 28th June 2020. Also, I would like to air dissenting voice to some clarifications made by the Secretary of PBVFOVA in the MOM of MC meeting held on 05/06/2020.

The Honourable Secretary had clarified in the MC meeting that Office Bearers of the Association can't represent directly in any consumer case involving Prestige Bella Vista residents as it was not a Voluntary Consumer Association (VCA). He reiterated that the National Consumer Disputes Redressal Commission has ruled that trusts, unregistered consumer organizations, Residents Welfare Association, Co-operative Societies or Associations cannot file cases for one or more consumers or on behalf of a group. I am not going to the veracity of this statement now. But this statement of our Secretary raises a very serious issue because it contradicts two important clauses of the Bye laws of our Association.

Clause 6.1 of the Byelaw says "To act as an Association of Apartment Owners of PBV complex, in such a manner as to protect the legitimate rights, privileges and interest of all its owners." Clause 6.6 says that "To institute, prosecute and defend suits and other proceedings in which the Association may be involved and negotiate, settle or compromise with third parties on any matter affecting the common rights and properties of the Association. To engage the services of any professionals like advocates, tax consultants etc.. for the aforesaid purposes."

It is the responsibility and duty of the Office Bearers of the Association to represent the Association in any legal battle where the common rights and properties of the Association (of owners of all the apartments in PBV complex and legally constituted for the purpose of protecting the legitimate rights and privileges of the Owners and generally safe guarding their interest by all lawful means) are affected. Moreover, there is no EGM required to get the support of the majority of the members of the Association to pursue legal course against PEPL as the Bye law has already mandated the Office bearers to represent the Association. Here, our Secretary has misinterpreted the definition of the Association as mentioned in the Byelaws. OBs of Association may get legal opinion from reputed **Civil Lawyer specialized in consumer disputes litigation** for further clarification regarding the status of VCA and share it with the members.

I would like to caution the OBs of the Association that any decision not to pursue legal action against PEPL to protect the legitimate rights, privileges and interest of all the owners of PBV is a major violation of Section 6 of the Byelaws ie. "The Aim and Objective of The Association". The registrar of Societies can take disciplinary action including cancellation of the registration as per section 36 and section 37 of the TN Societies Registration Act 1975, if one third of the members of the Association lodge a complaint with proof. Both the members and OBs have to obey the rules and regulations laid down in the Byelaws, TN Societies Registration Act and TN Apartment Ownership Act 1994.

At this juncture, I would like to point out a few sections in the byelaws which are in direct contravention of the TN Apartment Ownership Act 1975. I request the following sections in the Byelaws to be deleted or at least declared to be non applicable after detailed discussion in the coming EGM .

The section 27 of the Byelaws dealing with removal of a member of the Association needs to be amended as it contradicts the TN Apartment Ownership Act and the TN Societies Registration Act. There is absolutely no provision to remove a member from the Association in TN Apartment Ownership Act 1994 as it is a very serious constitutional matter involving violation of Article 21. See the Section 7 and 17 of TNAO Act 1994 which deals

with "Compliance with covenants, bye-laws and administrative provisions and action by Society or Association of Apartment comes on behalf of the apartment owners". Please refer to Section 29(E) of PBV Bylaws which deals with the "Compliance of byelaws with the requirements of TN Apartment Ownership Act, 1994". The OBs of the Association, MC or Even the General Body do not have any power to remove a member from the Association. They can pass a resolution and forward it to the Registrar of Societies for further action. Moreover, The bylaws have very clearly stated that "all owners are automatically members of the Association".

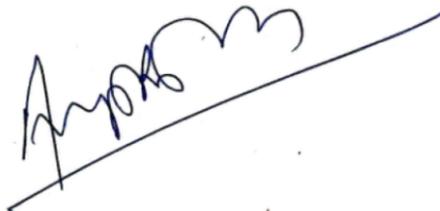
Section 28(43)(2) of the Bylaws is also in direct contravention of the TN Apartment Ownership Act, 1994. It says that the " just and sufficient reason for the MC to deny use of any or all of facilities and services including supply of water to its owners..." . TNAO Act 1994 section 17 dealing with punitive action by Society or Resident Welfare Association clearly says that ".....Without limiting the rights of any apartment owner, action may be brought by the society or the Association of Apartment owners on behalf of any apartment owner as his respective interest may appear, with respect to any cause of action relating to the common areas and facilities and the limited common areas and facilities of more than one apartment.....". According to Section 6 of TNAO Act 1994, each apartment owner shall be entitled to an undivided interest in the Common Areas and facilities and no one has the right to deny it.

I hope the OBs of the Association will take up these issues with due diligence. I will send a detailed report quoting various Supreme Court Judgements to prove that all Resident Welfare Association in Chennai Apartments who are registered under Societies Registration Act / Co-operative Societies Registration Act are indeed a Voluntary Consumer Association.

Thanking You,

Yours faithfully,

Dr. Anupkrishnan.V
Flat 7173, Prestige Bella Vista



ANNEXURE-6



AKV <anupkrishnanv@gmail.com>

Self notice to Secretary, PBFOWA to comply with the Memorandum and Bylaws of the Association

ANUPKRISHNAN.V <anupkrishnanv@gmail.com>

Thu, Jul 23, 2020 at 6:01 PM

To: secretary@prestige-bella-vista.com

Cc: pbvassociation@gmail.com

To

Secretary, PBFOWA
Flat no. 10124, Prestige Bella Vista
No.1, Mount Poonamallee Road
Ayyappanthangal, Chennai-600056

Sir,

I have requested you to include 3 important issues to be discussed in the EGM held on 28/6/2020 wide my email dated 8/6/3020. Unfortunately, you didn't bother to include any of the three issues for discussion in the EGM.

The following issues needed to be discussed in the EGM are,

1. The decision by the MC that PBVFOVA can't take up cases in Consumer Forum representing the entire owners in its legal fight against PEPL for completion of this Project and issuance of CC.
2. Section 27 of the Amended By-laws
3. Section 28(43)(2) of the Amended By-laws.

The first issue is very serious that it violates Section 4 subsection 1,2,3,6,7 of the "Objects of Amended Memorandum of Association" and Section 6 subsection 1,2,3,6,7 of "Aims and Objects of Amended Bylaws of Association".

Clause 6.1 of the Byelaw says "To act as an Association of Apartment Owners of PBV complex, in such a manner as to protect the legitimate rights, privileges and interest of all its owners."

Section 6(2) says, " To provide for the security, safety, maintenance of PBV Complex by proportionate contribution from the Owners"

Section 6(6) says that "To institute, prosecute and defend suits and other proceedings in which the Association may be involved and negotiate, settle or compromise with third parties on any matter affecting the common rights and properties of the Association. To engage the services of any professionals like advocates, tax consultants etc.. for the aforesaid purposes."

The Builder, through their maintenance wing PPMS, have been requesting PBVFOVA to take over Common Area Maintenance for some time but you are refusing to take over the same on the lame argument that the project is not yet completed and the CC not obtained. Finally, the Builder and PPMS had given notice in March 2020 that they were unilaterally stopping the maintenance of PBV from April 2020 onwards.

Instead of refusing to take over the CAM, you should have initiated a legal proceedings against PEPL to complete the Project and issue CC first. Later, you could have taken over of the maintenance of PBV Project from the Builder demanding refund of entire CAM charges paid to PEPL starting from 2017.

By not initiating legal action against Builder for not having completed this Project, you have actually connived with the Builder to cheat me and other members of the Association. This is a major deficiency of service from your side.

As the representative PBFOWA wide Section 7 of Bylaws, you are bound to take legal action against the Builder for not completing this project and for not obtaining CC. I also demand you to take over the Common Area Maintenance from PEPL after initiating legal action against PEPL. **You haven't lodged any complaint against PEPL to complete PBV Project and provide CC officially so far. (The writ petition against CMDA and Commissioner of Chennai Corporation was for stoppage of violations and unauthorised constructions at PBV).**

As per transfer of property act,1882 and the Sale Deed signed by the owners of the apartments, PEPL doesn't have any obligation in PBV Project now. So, the entire responsibility of PBV project rest on PBFOWA and the Apartment owners right now.

I would be forced to lodge a consumer complaint against PBFOWA alleging them as an accessory to PEPL, if you fail to take legal action against against PEPL and to take over CAM from them.

Thanking you,

Yours faithfully,

Dr.Anupkrishnan.V

A handwritten signature in blue ink, appearing to read 'Anupkrishnan.V', is written over a horizontal line that slopes downwards from left to right.

ANNEXURE-7



AKV <anupkrishnanv@gmail.com>

notice to PBVFOWA

ANUPKRISHNAN.V <anupkrishnanv@gmail.com>

Thu, Feb 18, 2021 at 7:45 PM

To: Secretary PBVFOWA <secretary@prestige-bella-vista.com>, pbvassociation@gmail.com

Respected Secretary,

1. I am writing this email to officially inform the Association that the **Prestige Bella Vista Project is an ongoing one and it comes within the ambit of RERA.** Please refer to the TN RERA Judgement 258/2019 dated 4-12-2020 and the Madras High Court Judgment CMSA NO.22/2019 dated 15-09-2020. I am in receipt of an RTI reply from CMDA stating that PBV is an ongoing project with a default payment to the tune of 80 crores to CMDA. It further states that PBV Project is having several deviations and CMDA has advised PEPL to submit revised site plans for the PBV Project.
2. You have in your MOM with PPMS held on 22nd January 2021 stated that PEPL is managing the PBV residential project. The actionee for all operational issues and project related issues are Prestige Builders and PPMS according to the MOM signed by Secretary of PBVFOWA and Head of Prestige Business operations (TN).
3. I request you to defer from any unilateral decision to take over partial/complete management of PBV residential project without getting CC. Consent of 2/3rd of the members of the General body is required to take any major policy decisions as per bye-law.
4. Any decision to take over the management of PBV residential projects without completion certificate will automatically make PBVFOWA an accomplice in any litigation against PEPL.

Thanking you,

Yours faithfully,

s/d

Dr.Anupkrishnan.V
Flat 7173, Prestige Bella Vista

ANNEXURE-8



AKV <anupkrishnanv@gmail.com>

Notice for the Annual General Meeting for the Years : 2015-16 and 2016-17 04th June 2017 - TIME: 04.00 PM - at Clubhouse

Yagneshwar Sreekanth - Secretary - Prestige Bella Vista Flat Owners Welfare Association
 <pbvassociation@gmail.com>
 To: anupkrishnanv@gmail.com

Fri, May 12, 2017 at
 10:29 AM

	<h1 style="text-align: center;">PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION</h1> <p style="text-align: center;">[Regd. No. 321/2013]</p>
<p>DATE / TIME 11th May 2017 / 05.00 PM PLACE PRESTIGE BELLA VISTA -CHENNAI</p>	
<p>SUBJECT: Notice for the Annual General Meeting for the Years : 2015-16 and 2016-17 combined</p> <p>Date of the Annual General Meeting : 04th June 2017 TIME: 04.00 PM</p> <p>Place / Venue : CLUBHOUSE – Prestige Bella Vista, Ayyappanthangal, Chennai - 600056</p>	
<p>ORGANISED BY: OFFICE BEARERS of "PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION" Registered No. 321 of Year 2013, under Section 10 of the Tamil Nadu Societies Registration Act, 1975</p>	
<p>-</p> <p><u>Office Bearers:</u></p> <p>Uma Maheswari (President) +91 9092005292</p>	<p>Dear Dr.ANUPKRISHNAN.V,</p> <p>House number : 7173</p> <p>Notice is hereby given to all members that the ANNUAL GENERAL MEETING of our Association "Prestige Bella Vista Flat Owners Welfare Association" will be held on Sunday, the 04th June, 2017 at 04.00 PM.</p> <p>Venue: "Clubhouse, Prestige Bella Vista, No.1, Mount Poonamallee High Road, Ayyappanthangal, Chennai – 600056, to conduct the following businesses:</p>

AGENDA

1. **Welcome address by the Secretary, followed by appointment and address of Chairman of meeting**
2. **President to declare quorum and read out the Order of the business for the day**
3. **Receive and adopt annual Report and audited financial statement for the year ending 31.03.2016 and 31.3.2017 and Budget for 2017-18**
4. **Consider & approve appointment of Auditors for the year 2017-18.**
5. **Ratify the new members applied to joined the association**
6. **Adoption of New Bye laws for the Association**
7. **Following Specific topics / Issues discussed**
 - a. **Annual Report discussed**
 - b. **Recognition of Association by builder and paying maintenance**
 - c. **Declaration of next steps for election and formation of Election committee**
8. **Discuss any other matter with the permission of the chair.**
9. **Vote of Thanks.**

Yagneshwar Sreekanth

(Secretary)

pbvassociation@gmail.comSecretary@prestige-bella-vista.com

+91 9841633236

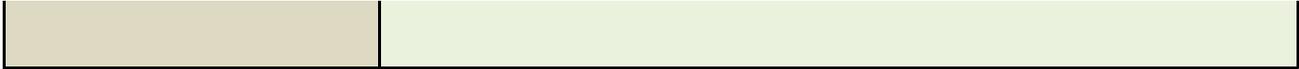
Ravi Kumar

(Treasurer)

+91 9952099011

By Order of the Managing Committee**YAGNESHWAR SREEKANTH****SECRETARY****PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION****Annexure:**

1. Audited Financial Statements for Years 2015-16 and 2016-17 along with Audit Reports = Scanned copies
2. Annual Report highlights – 2016-5-16 and 2016-17 combined
3. New Bye laws to be adopted in the AGM



ANNEXURE 1

Audited Financial Statements for Year 2015-16



PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION - PBVFOA

INCOME AND EXPENDITURE ACCOUNT FOR THE YEAR ENDED 31/ MARCH / 2016

DATE	EXPENDITURE	AMOUNT RS.	DATE	INCOME	AMOUNT RS.
05-11-2015	BIGROCK	669	14-01-2016	Sponsorship fees collected	50,000
25-01-2016	Akshaya Bhavan - AGM	27,929	22-01-2016	Sponsorship fees collected	50,000
15-04-2015	CCAV - domain name fee	290	02-08-2015	Interest	600
15-04-2015	Alumni club Anna University - AGM	12,603	01-02-2016	Interest	1,559
26-10-2015	Contra difference - bank charges	6	31-03-2016	Membership Fees -Bank	88,000
26-01-2016	Cash Exp-geetha decorations-AGM	5,640	31-03-2016	Membership Fees - Cash	33,000
26-01-2016	Misc. expenses	1,735			
16-01-2016	Cash Expenses - EC meeting	3,000			
06-03-2016	Ashok residency - EC meeting	7,625			
31-03-2016	Balance Cash with Gaurav (President)	15,000			
31-03-2016	Excess of Income over Expenditure Transferred to Capital Fund	1,48,662			
		2,23,159			2,23,159

CAPITAL FUND AS ON 31ST MARCH 2016

PARTICULARS	AS ON 31/3/2016 Amount Rs.	AS ON 31/3/2015 Amount Rs.
Excess of Income over Expenditure (Transferred from Income and Expenditure Account)	1,48,662	602
Add: Opening Balance of Capital Fund b/f	36,287	35,685
Balance at the end of the Year transferred to Balance Sheet	1,84,949	36,287

BALANCE SHEET AS ON 31ST MARCH 2016

PARTICULARS	AS ON 31/3/2016 Amount in Rs.	AS ON 31/3/2015 Amount in Rs.
SOURCES OF FUNDS		
Capital Fund	1,84,949	36,287
Current Liabilities		
	1,84,949	36,287
APPLICATION OF FUNDS		
Fixed Assets		
Cash & Bank Balances	1,84,949	36,287
	1,84,949	36,287

for T V RAO ASSOCIATE
Chartered Accountants FRM00051
T. VENKATE SWARA RAO
Partner. MRN208518



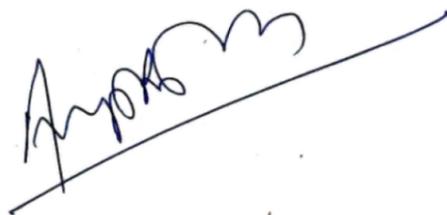
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For **PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION**
[Handwritten signature]
SECRETARY

[Large handwritten signature]

Audit Report for Year 2015-16

A handwritten signature in blue ink, appearing to be 'A. J. ...', is written over a diagonal line that extends from the bottom left towards the middle right of the page.



T V RAO ASSOCIATES
Chartered Accountants
Chennai - 600 029.

AUDIT CERTIFICATE

We have examined the annexed Income and Expenditure Account and Balance sheet of PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION (REGD), having its Registered office at New No. 32, Thanikachalam Road, 1st Floor, T. Nagar, Chennai - 600 017, Tamil Nadu.

The Financial statements are the responsibility of the association. Our responsibility is to express an opinion on these financial statements based on our Audit. We have conducted the Audit in accordance with the Auditing standards generally accepted in India. These standards require that we plan and perform the Audit to obtain reasonable assurance about whether the financial statements are free of material mis-statement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An Audit also includes assessing the accounting principles used by management, as well as evaluating the overall financial statement presentation. We believe that our Audit provides a reasonable basis for our opinion.

In our opinion and to the best of our information and according to the explanations given to us, and as shown by the books of accounts maintained by the association in so far as appears from our examination of the books, the accounts read together with notes thereon, give a true and fair view:-

- a) In the case of Balance Sheet, of the state of affairs of the Association as at 31st March 2016 and:
- b) In the case of the Income & Expenditure Account of "SURPLUS" for the Year ended 31st March 2016.

Place: CHENNAI

Date: 16.06.2016

for T V RAO ASSOCIATES
Chartered Accountants, FEN3083395

T.VENKATESWARA RAO
Partner, MRN206816



H.O. : CHENNAI : Sree Ram Sruthi, Flat - C1, Block-B, New #37, Rajeswari Street, Mehta Nagar, Chennai-600 029
E-mail : tvraoassociates@yahoo.co.in Tele : (044) 6537 6044, 4203 8015

B.O. : HYDERABAD : # 407, Parimala Ratna Vihar, 1-2-8/2 & 3, Maruthi Nagar, Kothapet, Hyderabad - 500 035
Mob : 09440049197. E-mail : g.umakanth@rediffmail.com / guk3107@gmail.com

[Handwritten signature]

Audited Financial Statements for Year 2016-17



PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION - PBVFOWA

Rounded off to nearest Rupee

INCOME AND EXPENDITURE ACCOUNT FOR THE YEAR ENDED 31/ MARCH / 2017

DATE	EXPENDITURE	AMOUNT RS.	DATE	INCOME	AMOUNT RS.
08-11-2016	BIGROCK- Domain charges	679	31-03-2017	Membership Fees - Bank	9,000
10-06-2016	CCAV - Hosting Charges	1,198	31-03-2017	Membership Fees - Cash	4,350
17-03-2017	Bank Charges	41.03	01-04-2016	Cash balance (President) recd.	15,000
12-02-2017	EGM Expenses	19,950	07-08-2016	Interest earned	3,561
			06-02-2017	Interest earned	3,927
31-03-2017	Excess of Income over expenditure transferred to Capital Fund	14,570			
		36,438			36,438

LEGAL EXPENSES ACCOUNT FOR THE YEAR ENDED 31/MARCH/2017

DATE	EXPENDITURE	AMOUNT RS.	DATE	INCOME	AMOUNT RS.
17-03-2017	Advocate Fee -legal opinion	5,000	31-03-2017	Donations Received	1,90,000
30-03-2017	Legal Fees -Rank Associates	1,25,000			
31-03-2017	Excess of income over expenditure transferred to Legal fund account.	60,000			
		1,90,000			1,90,000

CAPITAL FUND AS ON 31ST MARCH 2017

PARTICULARS	AS ON 31/3/2017 Amount Rs.	AS ON 31/3/2016 Amount Rs.
Excess of Income over Expenditure (Transferred from Income and Expenditure Account)	14,570	1,48,662
Add: Opening Balance of Capital Fund b/f	1,84,949	36,287
Balance at the end of the Year transferred to Balance Sheet	1,99,519	1,84,949

LEGAL FUND AS ON 31ST MARCH 2017

PARTICULARS	AS ON 31/3/2017 Amount Rs.	AS ON 31/3/2016 Amount Rs.
Excess of Income over Expenditure (Transferred from Legal Expenses Account)	60,000	0
Add: Opening Balance of Legal Fund b/f	0	0
Balance at the end of the Year transferred to Balance Sheet	60,000	0



(Signature)
**(TREASURER)
RAVI KUMAR**

(Signature)
**(PRESIDENT)
UMAMAHESWAR**

(Signature)
SECRETARY

Audited Financial Statements for Year 2016-17



PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION - PBVFOWA

Rounded off to nearest Rupee

BALANCE SHEET AS ON 31ST MARCH 2017

PARTICULARS	AS ON 31/3/2017	AS ON 31/3/2016
	Amount in Rs.	Amount in Rs.
<u>SOURCES OF FUNDS</u>		
Capital Fund	1,99,519	1,84,949
Legal Fund	60,000	0
Current Liabilities	-	-
	2,59,519	1,84,949
<u>APPLICATION OF FUNDS</u>		
Fixed Assets	-	-
Cash & Bank Balances	2,59,519	1,84,949
	2,59,519	1,84,949

[Signature]
(TREASURER)
RAVI KUMAR

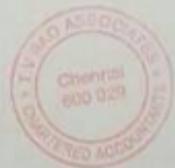
R. Vijayini
(PRESIDENT)
UMA MAHESWARI

For PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION
[Signature]
SECRETARY

for T V RAO ASSOCIATE
Chartered Accountants, FRN 00837

[Signature]

T. VENKATESWARA RAO
Partner, MRN 206618



[Signature]

Audit Report for Year 2016-17

T V RAO ASSOCIATES
Chartered Accountants
Chennai - 600 029.

Partners :

T. Venkateswara Rao,
M.Com., MBA, ACMA, ACS, FCA
G. Umakanth, B.Com., FCA,
M.R. Ruckmanandan, B.Com., FCA,
T. Seshma Reddy, B.Com., FCA, DSA (ICAI)

AUDIT CERTIFICATE

We have examined the annexed Income and Expenditure Account and Balance sheet of **PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION (REGD)**, having its Registered office at New No. 32, Thanikachalam Road, 1st Floor, T. Nagar, Chennai -600 017 Tamil Nadu.

The Financial statements are the responsibility of the association. Our responsibility is to express an opinion on these financial statements based on our Audit. We have conducted the Audit in accordance with the Auditing standards generally accepted in India. These standards require that we plan and perform the Audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An Audit also includes assessing the accounting principles used by management, as well as evaluating the overall financial statement presentation. We believe that our Audit provides a reasonable basis for our opinion.

In our opinion and to the best of our information and according to the explanations given to us, and as shown by the books of accounts maintained by the association in so far as appears from our examination of the books, the accounts read together with notes thereon, give a true and fair view:-

- a) In the case of Balance Sheet, of the state of affairs of the Association as at 31st March 2017 and;
- b) In the case of the Income & Expenditure Account of "SURPLUS" for the Year ended 31st March 2017.

For T V RAO ASSOCIATES
Chartered Accountants

T. VENKATESWARA RAO
Partner

Place: CHENNAI
Date: 11.05.2017

H.O. : CHENNAI : Sree Ram Sruthi, Flat - C1, Block-B, New #37, Rajeswar Street, Metha Nagar, Chennai-600 029
E-mail : tvraoassociates@yahoo.co.in Ph : (044) 6537 6044, 4203 8015
B.O. : HYDERABAD : H No. 1-2-8/407, Parimalaratna Vihar, Maruthi Nagar, Kothapet, Hyderabad - 500 035
Mob : 09440049197, E-mail : guk3107@gmail.com Ph : 040 - 2414 3886, 2404 1984

ANNEXURE 2

Annual Report highlights – 2016-5-16 and 2016-17 combined

From the Secretary's desk:

Yagneshwar Sreekanth

Our Association is silently working on solving various issues relating to our PBV complex both with builder and the PPMS team to ensure that the interest of every owner of this residential complex is protected and have an enchanting living experience

Few of the Achievements due to efforts of our Association Members and Residents:

- 1) EB name transfer for all owners - bringing down the cost from Rs.1500 as proposed by Prestige to Rs. 550 - saving Lakhs of rupees to community
- 2) Drafting and finalizing a good Bye-laws for our Prestige Bella Vista community to ensure a democratic, transparent and efficient administration to be elected to manage the operations of the Association professionally.
- 3) Formed a committee for Road safety in side PBV complex along with PPMS team to ensure we control rash driving and adhere to safety measures
- 4) Implementation of Helpdesk software to change from Manual system to address issues raised by residents
- 5) Escalation of structural defects (joints between structures) to builder resulting in L&T attending in all towers
- 6) Rules getting framed to ensure that the Residents use the common facilities judiciously and with Responsibility. Rules include penalty for violations
- 7) Security measures near Swimming pool, enhancing of Security checking at the entrance, etc
- 8) Constant follow-up with builder to provide the standalone Intercom facility to every flat as promised in the brochure. Prestige has confirmed recently that they are working on the cost and other technicalities to provide the same.
- 9) Proactively taken many of the issues in our complex maintenance to PPMS to quickly attend and solve like 'water Leakage issues', 'unauthorized surface parking issues', 'improper use of our common facilities', 'water discoloration and cleaning of filters and shafts', etc.
- 10) Escalation of hardship of using current Speed breakers to the new one which is going on now

- 11) Ensured sale of Aavin milk at MRP rates
 - 12) constant fight with builder to solve the car parking mess, even though still under process to find solution, this was discussed in each and every meeting
- the above list of activities and achievements were just indicative and to name a few.
- 13) Installation of Help desk software for help desk team to operate in a more professional way than Manual registering of tickets
 - 15) Free entry was there on inner ring roads. Same was opposed and now barriers have been installed in entry's
 - 16) Maintenance of equipment in club house is being regularly monitored and highlighted
 - 17) Epoxy layers for tennis court and size of tennis court
 - 18) Basement water leakage arresting pressure
 - 19) Regularly sending pictures of affected areas to concerned in PPMS for immediate action
 - 20) Regulating vehicular movement in the non-drive areas and installing no entry barriers
 - 21) Initiated conducting Regular Medical camps and Medical awareness sessions

Just to mention the various Operational Issues under discussion with PPMS team to find solutions for include:

- 01) Security arrangements in PBV complex and their effectiveness
- 02) Implementation of Access card Systems
- 03) Demand for standalone Intercom facility as promised in the marketing brochure
- 04) Drafting Rules and Regulations along with Penalty/Actions for Violations made by Residents in using the common facilities like Swimming pool, Parks, Clubhouse, Reserved Car parking, etc.
- 05) Housekeeping issues in PBV complex
- 06) CCTV cameras and monitoring in important areas including Basement Car parking
- 07) Water discoloration and Sanitary issues in PBV complex
- 08) Compost making machine need to be located only in surface level
- 09) STP ozoniser needs to be installed as smell is unbearable
- 10) Texturing paint to be done in ledges in cluster2
- 11) Conduit cleaning and painting to be completed
- 12) Cluster2 basement pillars to be protected with rubber like in cluster 1
- 13) All trays provided in basement need to be connected to main drain
- 14) Access control for club house (bio metric). Guest to be charged for usage

TOGETHER WE WIN!!

Thanks & Best Regards



M Yagneshwar Sreekanth

Secretary

Prestige Bella Vista Flat Owners Welfare Association

ANNEXURE 3

BYE-LAWS

Prestige Bella Vista Flat Owners Welfare Association

Regd. No. 321 of Year 2013



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Name of the Association: **Prestige Bella Vista Flat Owners Welfare Association**

Registration Number : **321 of 2013**

The address of the registered office is at Flat No. 10124, Prestige Bella Vista, No.1, Mount Poonamalle High Rd, Pushpa Nagar, Iyyappanthangal, Chennai, Tamil Nadu 600056

The Society/Association was formed on **30th July 2013**

The Business hours of the Association/society shall be between 10.00 AM to 17.00 PM, on all working days except the Sundays and Government Holidays.

The Association/Society is within the jurisdiction of the District Registrar of Societies, Chennai-South, Saidapet, Chennai.

PREAMBLE

VISION

It is our shared vision to build a harmonious community that nurtures a vibrant, progressive, safe and healthy living environment.

MISSION

Our Mission is to manage the affairs of the Association by providing effective and professional management, and creating an atmosphere that actively encourages community involvement and volunteerism.

VALUES

Our shared values are:

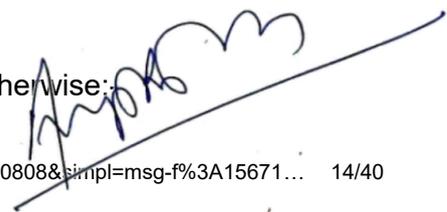
- We shall care for each other's well-being. We shall be respectful in our written and verbal communication when dealing with fellow residents, staff, visitors, vendors, etc.
- We shall strive to build a child and elders-friendly environment
- We shall be good community citizens who are willingly and voluntarily conforming to the byelaws, rules and regulations of the Association
- We shall honor the need for privacy of each other
- We shall extend our full support and co-operation to the Management Committee and the staff of the Association, on a continuous basis and help make the Association's vision into reality
- We shall share creative pursuits, wisdom, celebrations, life transitions and simple daily connections that make life meaningful in the true spirit of comradeship.

CHAPTER I – DEFINITIONS

1. **Short Title:** These Revised **Bye-laws** shall be called the "**BYE-LAWS OF Prestige Bella Vista Flat Owners Welfare Association**" and shall come into force immediately after adopting in the General Body meeting.

2. **Application:** The provisions of these Bye-Laws shall apply to the **Prestige Bella Vista Flat Owners Welfare Association** and the Owners of Apartments in PBV Complex. All the present, or future owners, tenants, future tenants, or their employees, or any other person who is lawfully entitled to use the facilities of the said PBV Complex, in any manner whatsoever, shall be subject to the regulations set forth in these Bye-Laws. The mere acquisition, or rental, or taking on lease/license of any of the Apartment of the said PBV Complex, or the mere act of occupancy of any of the said Apartments, shall signify that the Bye-Laws are accepted, ratified, and agreed to be complied with.

3. **Definitions:** In these Bye-Laws, unless the context requires otherwise:



3.1. **"ASSOCIATION"** means the Association of Owners of all the Apartments in PBV Complex, and legally constituted for the purpose of protecting the legitimate rights and privileges of the Owners, and generally safeguarding their interests, by all lawful means.

3.2. **"PBV COMPLEX"** [C1] means the gated community apartment complex known as **"Prestige Bella Vista"** situated at the address "No.1, Mount Poonamallee High Road, Pushpa Nagar, Iyyappanthangal, Chennai, Tamilnadu, 600056" consisting of 33 Blocks and measuring 25 Acres in Survey No. (See Annexure 2), all situated in the above mentioned address , and includes the land and all such facilities appurtenant thereto.

3.3. **"MANAGEMENT COMMITTEE"** or **"MC"** means a committee of elected representatives duly appointed at an General Body Meeting, which shall consist of 69 members (i.e three representatives per block for blocks having 1 BHKs (i.e Towers bearing Nos. 12, 13 and 14) and two representatives per block for other blocks of the PBV Complex). For the purpose of clarity (i) the three blocks having 1BHKs will have 9 representatives in total (i.e $3*3 = 9$ representatives); and (ii) and the remaining 30 blocks will have 60 representatives in total (i.e $30*2 = 60$ representatives).

3.4. **"OWNER"** or **"Apartment Owner"** means the person or persons owning an apartment and having an undivided interest in the common areas and facilities in PBV Complex. The nature of the Owner could be an individual, HUF, partnership firm, association of Persons, Trust, Body Corporate or a Company. The developer/promoter/land owner of the PBV Complex shall be considered to be the Owner solely for the purpose of exercising their one vote in the General Body Meeting.

3.5. **"Resident Owner"** means the Owner as defined in Clause 3.4 above, but restricted to being an Individual or HUF (representative), who is wholly residing in the PBV Complex. Only a Resident Owner is eligible to nominate and become a Management Committee (MC) member

3.6. **"DEFAULTING OWNER"** means any Owner who has not paid any dues (including maintenance fee, amenity charges etc.,) to the Association for 60 days or more from the due date. Such Defaulting Owners shall not be entitled to any of the rights and privileges enjoyed by other Owners, or to the services, and facilities offered by the Association, and shall forfeit all voting rights, whatsoever, till the dues are paid in full.

3.7. **"APARTMENT"** means part of a building in PBV Complex, intended for use for residential purposes, including one or more rooms, and/or enclosed spaces with direct exit to a Common Area leading to a public road. The Apartment shall be used for residential purpose and any other purpose which does not violate the development regulations of CMDA.

3.8. **"MAJORITY"** means greater than 50% of votes, cast by Owners either in person, or by proxy in any duly constituted General Body meeting.

3.9. **COMMON AREAS AND FACILITIES:**

Common Areas and Facilities means:-

3.9.1. the land on which PBV Complex is located, but excluding the individual Apartments;

3.9.2. the foundations, columns, girders, beams, supports, main walls, parapets, roof tops, corridors, lobbies, stairs, stairways, fire-escapes, entrances and exits of the building;

3.9.3. yards and grounds, gardens, benches, children's play area, parking areas and storage spaces;

3.9.4. the premises used as offices, security room, store-rooms, rest rooms, or rooms for the lodging of janitors, or persons employed for the management of the property;

3.9.5. installations for the central services, such as generators, power equipment, STP Plant, Gas bank, water treatment plant, light fixtures and fittings, fire alarm system etc.;

3.9.6. the elevators, tanks, pumps, motors, fans, compressors, ducts, and in general all apparatus and installations existing for common use;

3.9.7. such community and commercial facilities;

3.9.8. All other parts of the property necessary, or convenient to its existence, maintenance and safety, or normally in common use.

3.9.9. Club House, for the use by the Residents of PBV Complex, consisting but not limiting to a gymnasium, squash court, tennis court, sauna, steam, filtration plant for swimming pools, changing rooms and multipurpose hall together with all fittings and fixtures therein.

3.10. **"RESIDENT"** means any person who has been living or occupying the Apartment in Prestige Bella Vista either as an Owner or as a legitimate tenant/occupant or lessee.

3.11. **"SINKING FUND"** means amounts being accumulated for meeting future major expenses with respect to repairs, civil works, repainting, renovation, equipment replacement, etc..

3.12. **"FINANCIAL YEAR"** means a period commencing from the 1st day of April of a year and ending on 31st day of March of the subsequent year.

3.13. **"DOCUMENTS"** means all legal, para-legal, land title deeds and building sanctioned plans, licenses, certificates, approvals, as-built drawings, operating manuals, warranties and others necessary documents relating to PBV Complex.

3.14. **"OFFICE BEARERS"** means the members of the Management Committee who have been elected as President, Vice President, Secretary, Joint Secretary, Treasurer and Joint Treasurer of the Association by the General Body.

4. APARTMENT OWNERSHIP:

Each Owner shall be entitled to the exclusive ownership rights of his/her/their Apartment in terms of Section 5 of the Tamil Nadu Apartment Ownership Act, 1994.

5. OBJECTS OF THE ASSOCIATION:

5.1 The objects of the Association shall be:-

A handwritten signature in blue ink, appearing to be 'Anupam', written over a horizontal line.

5.1.1 to act as an Association of Apartment Owners of PBV Complex, in such a manner as to protect the legitimate rights, privileges and interest of all its Owners;

5.1.2 to provide for the security, safety, maintenance, repair, replacement, or improvement of Common Areas and Facilities of PBV Complex by proportionate contribution from the Owners, and, if necessary, by raising loans for that purpose. To establish/renew contracts with contractors/service providers/suppliers, as and when required, for the aforesaid purposes;

5.1.3 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 Tamil Nadu Apartment Ownership Act, 1994;

5.1.4 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;

5.1.5 to invest, or deposit monies to the advantage of the Owners as laid down in these Bye-Laws;

5.1.6 to institute, prosecute and defend suits and other proceedings in which the Association may be involved and negotiate, settle or compromise with third parties on any matter affecting the common rights and properties of the Association. To engage the services of any professionals like advocates, tax consultants etc., for the aforesaid purposes.

5.1.7 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.

5.1.8 to operate as a non-profit making organization.

5.1.9 to frame rules and administrative procedures with the approval of the General Body of the Association. The Management Committee 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.

5.1.10 to do all things that are necessary and convenient in the expeditious attainment of the objectives specified in these Bye-Laws.

The Association shall not act beyond the scope of its "**Objects**" without duly amending the provisions of the Bye-laws for that purpose.

6. MEMBERSHIP OF THE ASSOCIATION:

6.1. It shall be mandatory for any person or persons, HUF, Firm, Association of Persons and/ or Company who/which owns an Apartment in PBV Complex to become a MEMBER of the Association. Such person or persons, HUF, Firm, Association of Persons and/ or Company

who/which owns an Apartment in PBV Complex will become a MEMBER of the Association automatically by virtue of their ownership in the PBV complex. When an Apartment is owned by more than one person, then the joint owners shall collectively nominate a person as MEMBER of the Association. In case an apartment is owned by partnership firm or any other form of entity, it shall be the authorized Representative who will be the MEMBER of the association.

6.2. The Entrance fee in respect of each member will be Rs.10. Each member shall be entitled to receive a copy of the bye-laws on payment of Ten Rupees.

6.3. Upon any change of ownership of an Apartment due to an Owner selling his/her/their Apartment, the purchaser, shall become a Owner and member of the Association with the same rights and privileges as the previous Owner, and shall pay to the Association, all the outstanding DUES and TRANSFER FEES towards the Association as prescribed under Clause 42.7 of these Bye Laws.

6.4. On the death of an Owner, or on account of Gift or by Will by an 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 Association, with the same rights and privileges as the previous Owner. All outstanding dues owed to the Association by such deceased/outgoing Owner shall become liable for immediate settlement by the Successor.

7. REMOVAL OF MEMBERSHIP:

7.1. The Owner of the Association who has not paid the dues to the Association for 60 days or more from the due date shall be considered as a Defaulting Owner. Such Defaulting Owners shall not be entitled to any of the rights and privileges enjoyed by other Owners, or to the services, and facilities offered by the Association, and shall forfeit all voting rights, whatsoever, till the dues are paid in full. If the Defaulting Owner remains to be a Defaulting Owner for a period of more than 3 months, such Owner may be removed from the Association, on the recommendations of the Management Committee. Such expelled person shall be readmitted as member upon payment of the entire outstanding to the Association with interest and penalty as provided under this Bye-laws or recommended by the Management Committee.

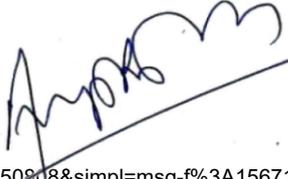
7.2. An Owner can be removed by the MC for any misconduct, misbehaviour etc., after providing reasonable opportunity of being heard. Such expelled person shall be readmitted as member pursuant to payment of the penalty as may be imposed by the Management Committee.

8. DISQUALIFICATION:

No Owner shall be entitled to contest or vote on the question of election of the members to the **MC**, or any other matter, or be entitled to stand for election to such office, if he/she/they are in arrears, in respect of their dues to the Association, for more than 60 days from the due date. The names of the Owners and the amounts in arrears for more than 60 days shall be displayed on the notice board(s) of the Association till such time the arrears remain outstanding.

CHAPTER II – GENERAL BODY MEETING - VOTING, QUORUM AND PROXIES

9. VOTING:


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9.1. ELECTION COMMITTEE

The Election Committee shall be responsible for conducting the election for (i) selecting the members of Management Committee prior to the Annual General Meetings; and (ii) electing the Office Bearers out of the members of the Management Committee appointed at the Annual General Body Meetings.

Formation of Election Committee to be carried out as per the following provisions:

- a. The Election Committee will be formed by the Management Committee. The selection and formation of Election Committee will be at least 2 months before the date of each AGM.
- b. Total of 5 persons are required to form an Election Committee.
- c. Elections Committee may avail the support of the legal counsel of the Association as and when required.
- d. Member of Elections Committee must be Resident Owner(s) in the PBV Complex.

Selection of the members of Management Committee:

- i. The Election Committee shall invite nominations/applications, conduct scrutiny of applications to accept/reject the applications/candidates, announcement of contestants/candidates and declare the elected members of MC.
- ii. If only two (or three in case of blocks with 1 BHKs) persons of a particular block are willing to be member of the Management Committee, they will be deemed to be selected, subject to appointment at the AGM. If more than two (or three in case of blocks with 1 BHKs) persons of a particular block are willing to be member of the Management Committee, then EC will schedule a date and time for that respective block and select members of the MC, through a secret ballot.
- iii. The members of the Management Committee will be selected at least 30 days prior to each GBM. The said members will take office at the ensuing GBM upon appointment;

Selection of Office Bearers:

- i. Once MC members are selected, the persons seeking to become office bearers shall file application to the Election committee. No MC member shall apply for more than one post of Office Bearers.
- ii. Once the list of candidates contesting for various positions of office bearers is received by the Election committee, the committee will conduct the elections in the General Body Meeting where the members of the Association will vote to elect the Office Bearers in accordance with Clause 32 of the byelaws.
- iii. The election committee 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 Management Committee. The notice to be circulated to the Apartment Owners calling for AGM will include the above details provided by the Election Committee.

iv. 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 Byelaws in force when they got elected) or Resignation or disqualification

Finalizing Voters List for election in General Body Meeting

Election Committee should finalize the Final List of eligible Voters list and publish the names through email/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 election announced.

Scrutiny of Proxies:

Election committee shall be responsible to scrutinize all the Proxies attending at the GBM for voting and approve their eligibility to vote to ensure the correctness and validity of the Proxies attending the meeting for voting

9.2. 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 General Body meeting.
- d. Votes may be cast either in person or by proxy. In relation to the Apartments owned by companies, body corporate or any such legal entities, the authorised representative of such respective Owners may attend the meeting and vote at a General Body meeting.
- e. Voting will be by a secret ballot system .

10. QUORUM FOR THE MEETING OF THE GENERAL BODY:

The presence, in person, carrying at least one tenth of the total votes shall constitute the quorum for a meeting of the General Body. To illustrate, as the Association has 2613 Apartments, the presence of Owners carrying 261 votes shall constitute a quorum. 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 byelaws.

11. PROXIES:

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 **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 General Body meetings.

In relation to the Apartments owned by companies, body corporate or any such legal entities, the authorised representative of such respective Owners may attend the meeting, and they shall not be treated as 'Proxy' for the Owners.

CHAPTER III – GENERAL BODY**12. POWERS AND DUTIES OF THE ASSOCIATION:****12.1. AUTHORITY:**

The Association shall have the responsibility of administering the PBV Complex. To this end the Association shall, through the Management Committee, 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.

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 at least 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.

12.2. RIGHTS AND RESPONSIBILITIES OF THE GENERAL BODY:

The General Body shall:-

- 12.2.1. take all necessary steps for the effective management of PBV Complex:
- 12.2.2. protect the legitimate rights, and interests of the Owners in all matters, by lawful means;
- 12.2.3. assess, fix and collect the charges to be realized from the Owners for the proper management and maintenance of PBV Complex, which shall include contribution towards maintenance charges and Sinking Fund;
- 12.2.4. elect Office Bearers at the general body meeting;
- 12.2.5. represent, through the MC, the Association before all Governmental and other official, or non-official bodies, in all matters concerning PBV Complex;

12.2.6. review the work of the MC at its Annual General Meeting, or any other Meeting, and take such action as may be necessary to ensure the efficient working of the MC;

12.2.7. Appoint Auditors for the following Financial Year, to audit the accounts of the Association, and fix their remuneration. Auditors so appointed shall hold office till the next AGM;

12.2.8. to approve the annual budget.

13. TIME & PLACE OF THE GENERAL BODY MEETING:

The General Body Meeting of the Association shall be held at a suitable time and place convenient to the Owners, as may, from time to time, be decided by the Management Committee.

14. ANNUAL GENERAL BODY MEETING:

Annual General Meeting (**hereinafter referred to as 'AGM'**) shall be held once every year, but not more than fifteen months shall elapse between successive **AGM's**, and the same will be presided over by the outgoing President/ Vice President/Secretary. In the absence of the President and Vice President and Secretary, the Owners present, may choose a chairman from among themselves to preside over the meeting.

15. SPECIAL GENERAL BODY MEETINGS (GBM / EGM):

It shall be the duty of the President to call for a **Special Meeting** of the Owners of the Association, as directed by a resolution of the **MC**, or upon a petition signed by **one tenth** of the Owners, and presented to the Secretary, or at the request of the Registrar, or any other officer duly authorized by him in this behalf. The notice of any Special Meeting shall state the time and place of such meeting, and the purpose thereof. No other business shall be transacted at a Special Meeting except as stated in the Notice. In the event of the President, for any reason, is declining to call for a Special meeting of the Owners in spite of a duly requested petition by one tenth of the Owners, the Secretary shall do so, as aforesaid. If he also declines, **any one MC member** may do so.

In case of Special Meeting duly called on the basis of a petition by Owners, then at least 50% of such petitioners should be present at such meeting, failing which the meeting and its agenda may be considered dismissed.

16. NOTICE OF THE GENERAL BODY MEETING:

It shall be the duty of the Secretary to organize a mail, or send a notice 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 electronic mail/SMS/notice board/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 Association records. The Secretary shall also arrange to display such notice on all the notice boards of PBV Complex. The notice in the case of the **AGM** shall be given not less than **21 days** prior to such a meeting. In the case of a Special Meeting, the period of notice shall be decided by the **MC**, depending on the urgency of the matter for which the Special Meeting is being called. However in the event such Special

Meeting is requisitioned by the Owners, notice of 21 days shall be required to hold the meeting. The mailing or sending of a notice in the manner prescribed herein, shall be considered notice served.

17. ORDER OF BUSINESS:

The Order of business of all **AGMs** shall be to:

- 17.1. receive and consider the proof of service of notice of the meeting, or waiver thereof;
- 17.2. take a roll-call of the Owners present;
- 17.3. consider, and approve the minutes of the previous meeting;
- 17.4. consider, scrutinize, approve and accept the Income and Expenditure Account and Balance sheet of the Association 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;
- 17.5. consider, approve, and initiate such action as may be necessary on the reports of the Secretary and the Auditors;
- 17.6. consider, approve and initiate such action as may be necessary on reports, if any submitted by the MC;
- 17.7. consider, and initiate such action as may be necessary on the report of the Registrar, or of the Officer duly authorized by him;
- 17.8. consider, and deal with appeals against the actions/inaction of the MC, if any;
- 17.9. consider amendments, additions or modifications to the Bye-Laws and Rules & Regulations;
- 17.10. consider, and deal with unfinished business, if any;
- 17.11. consider, and deal with any new business, that may be placed before the General Body;
- 17.12. Appointment of the new members of the Management Committee;
- 17.13. Elect Office Bearers;
- 17.14. Consider and approve to incur non-budgeted expenditure of major expenses .

CHAPTER IV - MANAGEMENT COMMITTEE

18. MANAGEMENT OF THE ASSOCIATION:

The affairs of the Association shall be governed by a **Management Committee**. All members of **MC** including Office Bearers shall be working in a purely voluntary and honorary capacity. They shall not be paid any salary or compensation for their work.

19. POWERS AND DUTIES OF THE MANAGEMENT COMMITTEE:



The **MC** shall have all the powers and duties necessary for the administration of the affairs of the Association, and may do all such acts, and things as 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 & security, engineering, cultural & sports etc., and assign such duties to them as they deem appropriate for the better upkeep & maintenance of PBV Complex.

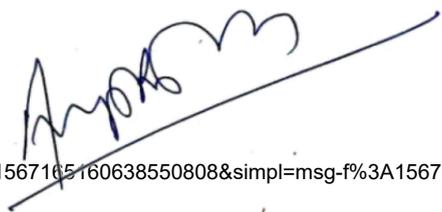
20. OTHER DUTIES:

In addition to the duties imposed by these Bye-Laws, or by the resolution of the General Body, the **MC** shall be responsible for:-

- 20.1. The care/preservation, maintenance & upkeep and safety of the Common Areas and Facilities;
- 20.2. The assessment, and collection of all charges towards maintenance/supply of goods and services and the general upkeep of the Common Areas and Facilities;
- 20.3. evaluating & approving any notices to residents requesting money contributions for special events such as new year eve celebrations etc.. However such money contributions shall be on a voluntary basis only.
- 20.4. the designation, employment/ appointment, remuneration, and dismissal of the personnel/agency necessary for the maintenance and operation of Common Areas and Facilities;
- 20.5. the setting up of a proper procedure for maintaining the books of accounts and carrying out the audit;
- 20.6. 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 Association;
- 20.7. to sanction working expenses, maintain cash balances, and deal with miscellaneous business transactions;
- 20.8. to see that the Minutes Book is written up promptly, and is signed duly by one of the MC members so authorised in this behalf;
- 20.9. to hear, and deal with complaints;
- 20.10. to make all payments to Government, semi-Government and other such bodies, as due by the Association.
- 20.11. finalize the Budget to be presented to AGM.
- 20.12. Present Audited Accounts to AGM.
- 20.13. 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 Association from time to time
- 20.14. To levy and collect fines, an amount as determined by the General Body from time to time, from residents or non-resident owners for non-compliance of rules and regulations framed and communicated from time to time by the Association.

Any non-budgeted expenses of Rs. 25,00,000/-(Twenty Five Lakhs) or above shall require the Majority approval of the Association members at a General Body Meeting.

21. ESTATE MANAGER AND STAFF:



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

22. ELECTION AND TERM OF OFFICE:

22.1. The number of MC members will be raised from the existing count of 10 members to 69 members. MC will consist of 69 members with representation of 3 Owners for each blocks containing 1 BHKs (i.e Towers bearing Nos. 12, 13 and 14) and other blocks will have two Owners per block.

22.2. The new MC Members shall be elected through the following process:

22.2.1. The Owner willing to represent his/her block ("Candidate") shall satisfy the following conditions:

- a) Minimum age limit of the Candidate shall be 21;
- b) The Candidate shall be Resident Owner as defined under Clause 3.5;
- c) The Candidate can nominate himself for only ONE block where his ownership of Apartment is.
- d) Nomination of a Candidate to contest the election to the Management Committee has to be proposed by at least two persons and seconded by one from the respective block;
- e) A Candidate must not have been convicted by an offense punishable by imprisonment or adjudicated insolvent or of unsound mind;
- f) 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.
- g) The Existing MC's before the adoption of this new Byelaws will continue their office either till the expiry of their term or Resignation or disqualification

22.2.2. At least 45 days before the date fixed for the AGM, the Candidate shall submit his/her application for the membership of MC to the Election Committee.

22.2.3. The Election Committee shall scrutinize the applications received from the Candidates and segregate the same on block basis.

22.2.4. If more than two Candidates (three in case of Towers bearing No. 12, 13, and 14) from a block has applied for MC membership, then election will be held at a time and place specified by the Election Committee, 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 Election Committee, and the Candidates obtaining more no. of votes, by person or proxy, will be elected as MC Member of that Block-A.

22.2.5. If the Candidates applied for MC membership from a Block does not have any contest, i.e only two or three Candidates, as the case may be, have applied for MC Membership ("Uncontested Candidate/s"), then such Uncontested Candidate/s will automatically be elected as a MC Member representing such block.

22.3. The term of office of a Management Committee 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 Management Committee may be increased with the approval of General Body Meeting. The Term of Office of the existing MC's (elected before adoption of this new Bye laws) will continue their office either till the expiry of their term (as defined in the Byelaws in force when they got elected) or Resignation or disqualification

22.4. An AGM shall be called within a period of 9 to 15 months from the date of previous AGM

22.5. The outgoing President (or Vice President in case President is not available), Secretary (or Jt. Secretary in case Secretary is not available) and Treasurer (or Jt. Treasurer in case Treasurer is not available) would continue to be ex-officio member(s) 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.

22.6. 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 representative(s) for the same apartment.

23. VACANCIES:

Vacancies caused in the **MC** 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 Association and shall stand eligible for election at such **GBM**.

Vacancies may be created under the following situations:

- a) MC members resigning during their term
- b) Disqualification or demise of MC member
- c) Vacancies shall be filled as per the process laid down below

i. 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.

ii. In case the option i) cannot be carried out and the strength of MC falls below 50% 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 forum/emails/SMS, inviting nominations from the Owners, giving a period of 15 days to file their

nominations/applications. Elections will be conducted in a Special General Body meeting to elect and backfill the vacant positions. Such election shall strictly follow the procedure set out under clause 22.2 above.

24. REMOVAL OF A MEMBER OF THE MANAGEMENT COMMITTEE:

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 Thirds 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.

25. ORGANISATION MEETING OF MC:

The first meeting of a newly elected **MC** shall be held immediately after the **General Body Meeting**, or within ten days of the General Body Meeting, 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.

26. REGULAR MANAGEMENT COMMITTEE MEETING:

26.1. **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 three days prior to the day fixed for such meeting.

26.2. 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.

27. SPECIAL MANAGEMENT COMMITTEE MEETINGS:

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 hereinabove provided), and purpose of the meeting. The period of notice to each member, given for such a meeting shall be decided by the President, dependant 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 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 50% of the total MC members, then any other MC member may call the meeting.

28. WAIVER OF NOTICE:



In case a meeting of MC is required to be called without the notice period as mentioned in clause 26.1 or 27 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.

29. QUORUM FOR THE MEETING OF THE MANAGEMENT COMMITTEE:

All members of the MC present for a MC 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 50% 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 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 Management Committee require the consent of at least 2/3rd (67%) of the members present in the meeting.

30. RESIGNATION OF MC MEMBER:

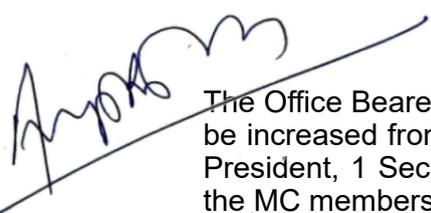
An elected **MC** member may resign at any time by sending a letter of resignation to the President or in his absence to the Secretary of the Association, but the resignation shall take effect from the date of acceptance by the 51% of the other **MC** members or one month from tendering resignation whichever 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.

CHAPTER V - OFFICE BEARERS

31. DESIGNATION:

The designations of the "Office Bearers" of the **MC** shall be the President, Vice-President, the Secretary, the joint Secretary, the Treasurer and the joint Treasurer, all of whom shall be 'Resident Owner' as defined under clause 3.5

32. SELECTION OF OFFICE BEARERS:



The Office Bearers are elected at the General Body Meeting. The number of Office Bearers will be increased from the current count of 5 as per the existing byelaws to 9 (1 President, 1 Vice-President, 1 Secretary, 4 Joint Secretaries, 1 Treasurer, 1 Joint Treasurer) Upon selection of the MC members prior to the General Body Meeting (GBM), the Election Committee will finalize the members contesting for the various posts of Office Bearers. The notice calling for 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 favor shall be elected for that post and such elected Office Bearers shall hold office in accordance with Clause 22. The Term

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

33. PRESIDENT:

The President shall be the head of the Association, and shall guide and supervise its various activities. He shall preside over the **AGM**, **Special**, 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.

34. VICE-PRESIDENT:

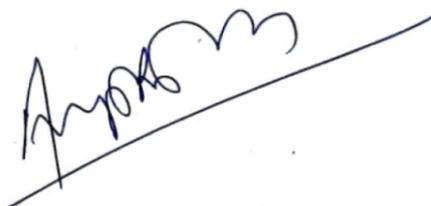
The Vice-President shall discharge the duties of the President in his/her absence and also be obliged to fulfill other responsibilities as defined by the **MC**.

35. SECRETARY:

The Secretary together with all **MC** members shall be responsible for all day to day activities relating to the proper management, maintenance and upkeep of the Common Areas and Facilities of PBV Complex and shall, in particular:

- 35.1. Look after the administration and other affairs and attend to all correspondence;
- 35.2. Keep accurate records/minutes of the proceedings of all meetings of the **MC**, and of the **AGM** and Special Meetings;
- 35.3. Give effect to the directions and decisions taken at such meetings;
- 35.4. Manage, and control the staff, and take disciplinary action where necessary;
- 35.5. Institute, prosecute and defend suits and other proceedings in which the Association may be involved, as may be decided by the **MC**;
- 35.6. 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/- (Rupees twenty five thousand only) for incidental expenses or such other amount as may be decided by the **MC** from time to time;
- 35.7. Maintain data of Owners and Residents;
- 35.8. Ensure that all original property related Documents, including parent documents, with regard to PBV Complex are kept in the safe custody of the Association, properly indexed and numbered and properly stored; and
- 35.9. Ensure that all Association related documents, correspondence etc. are kept filed properly.

36. JOINT-SECRETARY:



Assist the Secretary in day to day affairs and discharge duties of Secretary in the absence of the Secretary.

37. TREASURER:

Responsibilities of the Treasurer –

37.1.1. Collect all dues to the Association and ensure that proper accounts are maintained of all financial transactions relating to the Association.

37.1.2. Maintain an imprest cash amount as felt appropriate to meet any incidental expenses for an amount ratified by the **MC** from time to time.

37.1.3. Prepare audited Annual Report and Financial Statement of Accounts under the guidance of the **MC**.

37.1.4. Deploy and keep in safe custody the surplus funds of the Association in accordance with a duly passed Management Committee Resolution.

37.1.5. Prepare and file annual and other statements, as applicable, with the authorities concerned.

38. JOINT-TREASURER:

Assist the Treasurer in day to day affairs and discharge duties of Treasurer in the absence of the Treasurer.

CHAPTER VI - CODE OF CONDUCT

39. OBLIGATIONS:

39.1. Every Owner shall abide by the Bye-Laws of the Association and follow all rules & regulations of the Association, as conveyed through the **MC**.

39.2. Every Owner shall abide by the Bye-Laws of the Association and this Code of Conduct as herein provided and follow all instructions of the General Body, as conveyed through the Managing Committee. The Owners shall also abide by rules and regulations prescribed in the Good Living document. Any violations of the Good Living Document will be subject to penalties as per the appropriate section of Good Living Document. MC reserves the right to review and revise the Good Living Document.

39.3. 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 and/or quarterly payments towards a) maintenance charges accounted under General Operating Fund, to meet day to day 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..



39.4. The assessment shall be made pro-rata according to the super built up area of the each Apartment vis-a-vis the total super built up area of PBV 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 Association like generator, water, clubhouse and such other access, and other amenities will be discontinued.

39.5. Every Owner who lets his/her/their apartment for occupation by others on lease, tenancy, mortgagee, or otherwise, shall include in the relevant Agreement, a clause as approved by the Association, binding the occupant to pay, in proper time, the monthly maintenance assessments directly to the Association, failing which the penalties laid down in Clause 40 herein under may be imposed. A copy of the said Agreement, along with an undertaking by the occupant to abide strictly by the Bye-laws of the Association, and to make payment in full, and in time, all maintenance assessment as raised, shall be submitted to the Association 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 are paid in time as adjoined in Clause 39.3 aforesaid, and in the event of any default by his/her/their occupant, shall himself/herself/themselves make all payment as raised by the **MC**.

39.6. Every Owner shall perform promptly all maintenance and repair work within his/her/their Apartment, which if omitted would affect the building in entirety, 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 facade or the main structure of the building or the common walls or floors between two units.

39.7. Every Owner shall bear the cost of all repairs to the internal installations of his/her/their Apartments.

39.8. Every Owner/Resident shall fully, and without delay, reimburse the Association for any expenditure in repairing or replacing any damages to the Common Areas and Facilities caused through his/her/their fault.

39.9. Every Owner/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.

39.10. Every Owner/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 requests 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.

39.11. Every Owner/Resident 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. The Apartments shall also not be used as serviced apartments.

39.12. Every Owner/Resident shall ensure that his/her/their children play only at places allotted if any and during the hours prescribed by the **MC**.

39.13. Every Owner/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 Association from time to time.



39.14. Every Owner/Resident shall ensure that the rights and privileges of other owners are respected and that no inconvenience is caused to them in any manner.

39.15. Every Owner/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 staff follow all rules laid by the MC, without exception.

39.16. Every Owner/Resident shall use the lifts in such a manner as not to damage them in any way whatsoever and follow the rules and regulations prescribed by Association from time to time.

39.17. 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 neighbours and/or residents of other apartments and shall follow the rules and regulations prescribed by Association from time to time.

39.18. Residents keeping domestic animals or other pets shall abide by the Municipal Sanitary Bye-laws and the rules and regulations prescribed by the Association from time to time.

39.19. 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 the **MC**. A letter of authorization for such occupation shall be given to the **MC** before the occupation.

39.20. No Owner shall sell, or otherwise transfer his/her/their Apartment to any one without prior notice to the Association and/or without paying in full all amounts due to the Association. Any default in this regard will result in the transferee being denied any or all of the services rendered by the Association including the supply of water unless the transferee undertakes to pay all the dues and does so before occupation of the Apartment.

39.21. 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.

39.22. No Owner/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 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 a Structural Engineering firm, chosen from its list of empanelled firms, to be arranged by such Owner at his/her cost. All decisions taken by MC in this regard shall be final and binding.

39.23. No Owner/Resident shall 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.

39.24. 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 parked only in the allotted locations and shall abide by the rules drawn up time to time by the Association. Only one car shall be parked in the one parking space. It is a specific pre-condition that all vehicles parked within PBV Complex are at the owner's risk.

39.25. No Owner/Resident shall place any objects in the Common Areas, especially in the lobbies, window sills, lifts, stairways, emergency exits etc. and shall follow all rules and regulations prescribed for this purpose, by the Association from time to time.

39.26. No Owner/Resident shall put up any hoarding, advertisement, notice, or poster of any kind, in or on PBV Complex, except as authorized by the Association.

39.27. 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 strictly prohibited.

39.28. No Owner/Resident shall dust rugs in any manner on the windows, balconies or on the Common Areas, including the lobbies and landings.

39.29. No Owner/Resident shall install wiring for electrical, telephone, or fax machines, television antennae, 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**.

39.30. No Owner/Resident shall engage any staff of the Association for any personal work.

39.31. No Owner/Resident, or any person connected with him/her/them, shall cause any damage, whatsoever, to any asset of the Association. 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.

39.32. 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.

39.33. No Owner/Resident shall use any part of the premises including his/her/their Apartment for any commercial activities whatsoever. No owner / resident shall use any part of premises for any commercial purpose 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 Association. Upon violations of above conditions and not limited to, MC reserves the right to restrict usage of common facilities.

39.34. 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.

39.35. No Owner/Resident shall, under any circumstances, threaten, abuse, reprimand, assault or in any way take up with the staff employed by the Association, but may report any misbehavior, or neglect of duty by them to the **MC**.

39.36. Use of PBV Complex Club facilities is restricted to residents of the apartments only (resident owners or tenants). Club house facilities may also be extended to guests of residents 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 Association from time to time and MC will publish the club usage policy.

39.37. 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.

39.38. All Owner/Resident of PBV Complex shall adhere to all rules, regulations, code of conduct that may be formulated by the General Body from time to time.

39.39. All Owner/Resident of PBV 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 regulations prescribed for this purpose, by the Association from time to time.

39.40. All Owner/Resident shall ensure that the potted plants and other decorative items kept in their respective balcony spaces or terraces are kept within their balcony/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 Association from time to time.

39.41. No Owner/family member(s) or the tenant or any other person(s) shall form any parallel society/association.

39.42. Any Owner/Resident violating any rules and regulations/Bye Laws of the Association may invite disciplinary/legal action against him/her by the Association so as to make them comply with the said rules and regulations.

40. PENALTIES:

40.1. 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 amounts due to the Association 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 cheque, digitally or any other mode as instructed by the MC.

40.2. Non-payment of dues to the Association 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 7 days, is given to the Defaulting Owner. The Notice shall be sent by Registered Post. In the event of the registered letter 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 Association for the information of its Owners. On expiry of 7 days from the date the Notice is posted on the door of the defaulting Owner's Apartment, the Association 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.

40.3. In the event of default in payment of dues to the Association, the Association shall have the right to deduct such dues from any moneys/deposits lying to the credit of such Defaulting Owner in the accounting records of the Association.

CHAPTER VII - FUNDS AND THEIR INVESTMENTS

41. FUNDS:

Funds may be raised by the Association in all, or any of the following ways, namely:-

- 41.1. By levying the prescribed association Entrance Fee;
- 41.2. By levying maintenance charges from Owners as per the established frequency;
- 41.3. By levying charges from Owners towards Sinking Fund as per established frequency;
- 41.4. By receiving advance deposits, and donations from Owners;
- 41.5. from surplus of Income over Expenditure (if any);
- 41.6. By raising loans, if necessary, subject to such terms and conditions as the Association, with the approval of the General Body, may determine in this behalf;
- 41.7. In the event of transfer of ownership, by way of sale, the new Owner shall be liable to pay a Entrance Fee of Rs.20,000/- to the Association immediately on such transfer of ownership, or such other amount as may be decided by the Association from time to time;
- 41.8. By hiring/leasing of any permitted common areas/facilities;
- 41.9. By levying 'moving-in' and 'moving-out' charges 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 Management Committee from time to time. However the 'moving-in' charge shall not be applicable for the first time 'moving-in' to the Apartment by any Owner. The Association may also collect a refundable caution deposit (to cover for damages if any) in all such cases in accordance with the rules and regulations.
- 41.10. 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 Management Committee from time to time, subject to availability, on first cum first served basis;
- 41.11. By collecting charges for usage of notice board, distribution of pamphlets etc., as may be levied by the Management Committee from time to time;
- 41.12. By levying charges for any coaching related activities that make use of the Common Areas and Facilities, as may be decided by the Management Committee;
- 41.13. By organising sponsorship events, fund raising events etc.;
- 41.14. By levying an "owner non-occupancy charge" per Apartment for rented out units, as may be decided by the Management Committee from time to time
- 41.15. By levying charges for usage of Club House facilities, such as swimming pool, squash court, tennis court, gym, sauna etc., as may be decided by the Management Committee from time to time.
- 41.16. Any other income or revenue generated by the Association.
- 41.17. Rental income from all properties including terraces owned by the association.

42. INVESTMENTS:



The Association shall keep surplus funds in deposit accounts with Scheduled 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.

43. AFFILIATIONS:

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

44. ACCOUNTS:

44.1. A banking account(s) shall be opened by the Association into which all monies received on behalf of the Association shall be deposited. Payments above Rs.25,000/- (Rupees Twenty Five Thousand only) shall be made by cheque/electronic means signed jointly by two of the Office Bearers, one of whom shall be either the President or Secretary and other being the Treasurer.

In the absence of President the Vice President, and in the absence of Secretary any Joint Secretary, and in the absence of Treasurer, the Joint Treasurer can make the payments by cash/Cheque/electronic means with prior approval of President or Secretary or Treasurer respectively.

Such approval of President or Secretary or Treasurer will not be necessary if such Vice President or Joint Secretary or Joint Treasurer respectively is discharging duties as de-facto official due to Disqualification/Resignation/Termination/etc of such President or Secretary or Treasurer respectively.

The accounts of each Owner shall be kept separately, showing both debits and credits, and he/she/they shall be entitled to scrutinize these, if so desired.

44.2. The Association shall present, at its **AGM**, an Audited Financial Statement of the expenses incurred in the maintenance and upkeep of PBV Complex, which shall contain:

- a. the statement of Income and Expenditure for the current Financial Year ended 31st March and a comparative statement for the previous Financial Year;
- b. a summary of the property, assets and liabilities of the Association, 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;
- c. The Audited Financial Statement shall be open for inspection by any Owners of the Association, and a copy thereof shall be submitted to the Competent Authority within one month of its being approved by the General Body.

45. 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.

46. APPOINTMENT OF EXTERNAL AUDITOR:

The Association shall appoint at its **AGM**, an external auditor who shall audit the accounts of the Association 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 Association in what respect he finds it incorrect, un-vouched, and not in accordance with law.

47. POWER OF EXTERNAL AUDITOR

The External Auditor shall be entitled to call for, and examine any papers or documents belonging to the Association relating to PBV Complex, and shall make a special report, to the Association upon any matter connected with the accounts and other affairs of Association which the External Auditor deems fit to bring it to the special notice/attention of the Association.

CHAPTER VIII - MORTGAGES

48. NOTICE TO THE ASSOCIATION:

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

49. NOTICE OF UNPAID ASSESSMENTS:

The Association, 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 Association **BEFORE** affecting the mortgage, as aforesaid.

CHAPTER IX – COMPLIANCE

50. COMPLIANCE:

The Bye-Laws are set forth to comply with the requirements of the Tamil Nadu Apartment Ownership Act, 1994. 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.



51. SEAL OF THE ASSOCIATION:

The Association shall have a "Common Seal", which shall be in the custody of the Secretary and shall be used only under the authority of a resolution of the **MC**, and every deed, or instrument, to which the seal is affixed shall be attested, for or on behalf of the Association, by the Secretary and two other Office Bearers of **MC**

52. INDEMNITY:

All the MC members of the Association (whether past or present) shall be indemnified and hold harmless against all liabilities for their actions, inactions done in the best interest of the Association and the Owners. In case any legal proceedings are initiated against them in their official capacity (past or present) the Association 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.

CHAPTER X - AMENDMENTS TO THE BYE-LAWS:**53. AMENDMENT TO BYE-LAWS & CHANGE OF NAME OF THE ASSOCIATION:**

These Bye-Laws may be amended by the Association and/or the name of the Association may be changed in a duly constituted General Body meeting, and no amendment shall take effect unless approved with **three forth** majority of votes cast by Owners either in person, or by proxy.

54. DISCIPLINARY COMMITTEE

54.1. The managing committee shall appoint a disciplinary committee for the tenure of MC consisting of 3 MC members and 2 non- MC members who shall form and shall act as the as the disciplinary committee to look into various needs of association, they may from time to time appoint additional enquiry committees as and when necessary.

54.2. The President shall head this committee.

54.3. This Committee shall look into complaints received from Owners as well as Managing Committee Members. Furthermore, matters pertaining to negligence of the Management Committee 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.

54.4. The orders passed by the Disciplinary Committee can be appealed against either at the next the General Body Meeting or Special General Body Meeting.

55. VENDOR MANAGEMENT

55.1. The Management Committee shall appoint a Vendor Management Committee (VMC) for the tenure of MC (i.e One year) consisting of 5 MC members, who are not Office Bearers.

55.2. The VMC shall comply with the following vendor engagement code:

55.2.1. Decide on the minimum number of vendors upfront for a service. If there is a difficulty in finding the minimum vendors then the 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 the recommend the list of vendors, who comply with the code herein, 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.

55.2.2. Receipt of any vendor applications has to be made public within 10 days of receipt.

55.2.3. All the applications should be disposed off in a maximum of 4 weeks conveying decisions, after the last proposal is received.

55.2.4. 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 55.2.6, 55.2.7, 55.2.8 and 55.2.9 of this code into consideration.

55.2.5. It is desirable to have Service Level Agreements defined initially and monitored and discussed in subsequent MC meetings if required.

55.2.6. Primacy is for quality and cost of service.

55.2.7. A side by side comparison on the same must be done with all the vendors.

55.2.8. 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.

55.2.9. 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.

56. 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 Association and his award shall be final and binding on the parties hereto and Arbitration shall be as per the Provisions of the Arbitration & 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

[C1]Prestige to fill the details

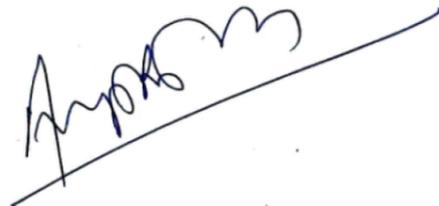




image.png
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A handwritten signature in blue ink, written over a horizontal line. The signature is stylized and appears to be a name.

ANNEXURE-9



AKV <anupkrishnanv@gmail.com>

Fwd: [Prestige Bella Vista] TEAM-3 (2021) Half-yearly Report on the activities (10th Jan to 10th July 2021)

Deepa Anupkrishnan <deepaanup@gmail.com>
To: ANUPKRISHNAN V <anupkrishnanv@gmail.com>

Sat, Jul 31, 2021 at 4:50 PM

----- Forwarded message -----

From: **Secretary PBVFOVA** <secretary@prestige-bella-vista.com>

Date: Sat, 31 Jul 2021, 10:05

Subject: [Prestige Bella Vista] TEAM-3 (2021) Half-yearly Report on the activities (10th Jan to 10th July 2021)

To:

TEAM-3 (2021) Half-yearly Report on the activities (10th Jan to 10th July 2021)



31/07/2021

Dear PBVFOVA Members

PFA the half yearly activity report by our Team 3 -2021 for your reference and records

B Balachander

Secretary-PBVFOVA

This message is sent by **Secretary PBVFOVA**

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Half-Yearly Report of TEAM3 (3)-pdf.pdf
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PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION - PBVFOA

TEAM-3 (2021) Half-yearly Report on the activities (10th Jan to 10th July 2021)

A. The following Committees were formed for monitoring and execution of activities.

1. Helpdesk & Maintenance	8. Water
2. Housekeep & Landscape	9. Vendor Management
3. Civil Leakages	10. Disciplinary
4. Cultural & Sports	11. Byelaws & Good Living
5. Traffic & Security	12. Fire Safety
6. IT & Communications	13. Covid
7. Handover & Takeover	

- Each of the above committees is headed by an Office Bearer (OB) or a Member of the Management Committee (MC) with members from the Community residing in PBV.
- The various meetings such as OB, MC and Residents meeting schedule was prepared for the Year 2021 and was shared with the Community at the beginning itself.
- So far, 7 OB Meetings, 9 MC Meetings and 4 Residents' Meetings have been conducted, some of them with physical presence and the rest all in virtual mode due to pandemic situation.

Gist of major initiatives – Committees' Activities:

1. **Helpdesk** complaints servicing without delay for maintenance
2. **Housekeeping** continued with available work force
Landscape activities improved with the existing workforce for maintaining, watering the plants, lawns and removal of shrubs around the campus.
3. **Civil issues:** Of nearly 900 complaints, till today, 500+ complaints are completed. The remaining are to be completed before the onset of monsoon.
4. **Cultural** activities started with a restricted celebration of Pongal cum Republic Day. This was followed by initiating Saturday Market which had to be discontinued due to fear of pandemic. Presently during May-Jun, online/virtual cultural activities have started to keep the residents from boredom.

Sports activities started in the Campus, and this again had to be halted due to surging cases within the Condo itself. Presently, the outdoor activities have commenced with limited indoor activities with the reopening of ClubHouse.

5. **Security:** The number of securities is almost halved during the last two years. The Campus witnessed two major incidents, one on 10th Feb and the second on 14th June when many high-end cars were damaged by miscreants. They are still at large due to lack of video footage as evidence. Following actions are taken up:
 - Increased **Night patrolling** by guards; Cycles provided for patrolling.
 - Traffic jackets and traffic torches by one of our Security committee members.
 - **Traffic Barricades** to stop the speeding vehicles
 - Reissue of **Access Cards** thru Prestige, spurious ones removed, and fresh ones issued to those NOT having Access Cards.
 - Residents requested to compulsorily use Access cards during entry/exit.

Rigorous checking introduced to control the **Traffic** and removing the unauthorized cars.

6. The Assn has been using the **Apna Complex** extensively for database & for conducting polls.
 - The **IT** Committee has allotted revolving **Official email ID based on Gmail** to each of the 69 MC Members.
 - The Communications group of IT Comm is successfully bringing out monthly Bulletin.



PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION - PBVFOWA

7. **Handover-Takeover (HOTO)** is active from the beginning anticipating the CC. The Committee is preparing itself to conduct due diligence using an external party for smooth take over.
 8. A **Water Committee** is included in this Term, as this is one of the most focus subject in Bella Vista. The committee has made surveys and brought out its report providing the status and actions.
 9. **Vendor Committee** is working closely with HOTO, Cultural and others in all activities related to procurement, calling for quotation and finalizing the parties.
 10. **Disciplinary committee** held a couple of meetings on few issues related to the Condo and the issues have been briefed to MC as well as informed in the residents' meetings.
 11. A Committee to make amendments to **Byelaws** & also bring out the **Good Living Document/Resident's Rule Book** presented to MC and shared with the Community and through virtual presentations on the changes/amendments.
 12. **Fire safety** requires constant monitoring followed by frequent drills, an area requiring much attention.
 13. The **Covid Committee** is the most active group. They have done an excellent work along with volunteers, Doctors and PPMS staff in taking care Covid patients' all through. Thanks to a member resident for coming out with a **Covid monitoring system** software.
- B. **PPMS Site Meetings:** (in PBV as well as at Prestige Polygon)

Subjects addressed:

During the last six months, weekly meetings were held with maintenance agency PPMS and with PEPL on issues related to *Security, Transport, Owner's and Visitor's Car Park, Completion Certificate, Civil repairs, CAM etc.*

The Security Committee provided support to our South and North Gate security staff by participating with them in checking the access card and car stickers at entry and exit to make the security familiarize themselves.

Car Park: Shared a White paper on Car Park with the Community. PEPL indicated that MLCP is a must to meet the 1 BHK car park requirement for about 250+ cars owners.

Visitor's Park: Based on CMDA approval drawing, have plans to improve the number from present 20 to about 150+.

CC: Detailed letter was written to CMD Prestige with an assurance of taking the logical step after June 30, 2021. Recent mail from CMD indicates he would like to wait for the SC outcome on the curative petition filed.

On **CAM**, owners are very much unhappy with the Invoice being issued by the maintenance agency at a higher rate while the agreement with PEPL is @ Rs.2.5/sft. Unanimous decision was made by the MC and a resolution was sent to CMD, Prestige.

Other Activities

1. Through **Crowdfunding**, Cricket enthusiasts cleaned up the 3B OSR area and established the Professional Class net practice turf.



PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION - PBVFOWA

2. Many of the residents **voluntarily contributed** to honor our security and PPMS staff in the Month of May as Appreciation Day. Many charity groups within Condo as a token of appreciation, provided food packets, rice and groceries to our security and PPMS Staff.
3. One of the **notable activities** in these Covid times is arranging RT-PCR tests followed by Vaccination in about 10 camps so far by the set of highly dedicated residents who were part of past MC and OB and they always come forward for any activity concerning the Condo.
4. Team has got **approval by the MC & Community** for opening a Clinic the details of which are being worked out.
5. We have **submitted a memorandum** to Shri Anbarasan, MLA of our Constituency and presently a Minister, when he visited us in Platinum Hall, PBV and we need to pursue.

C. What promised during the polls that could not be taken up?

Tower-wise Meetings: Could NOT be made till this day due to Covid restrictions; will plan in the coming months.

D. Facilities that 'can be' taken up with the cooperation of all Members ...

- a) To **strengthen the PBV security** thru a Digital Security Surveillance system consisting of Boom-barriers, HD Cameras installed from South gate to North including podium and basements and a control room with 24/7 monitoring with dedicated staff (activity just initiated...) study phase initiated after approval by MC and Community voting.
- b) **Benches around the campus**
- c) Establishing games court in the canal area
- d) '**Dead spaces**' in Basement nearer to every tower B1 exist to be made use of for parking Two-Wheelers of that respective Tower; this would bring back the greenery on the podium

Request to **pet dog owners** to register and follow regulations.
- f. Sterilisation of **stray-dogs** through Prestige as many children and elders have been injured in recent months.

E. Activities for the rest of the Term:

Intend to meet the state govt officials with a memorandum to help us out in areas such as CC, Electricity tariff for some of our facilities, Burial ground, Traffic signal, Metro water, RERA issues.

The aim is to see thru CC, bring TNEB Electricity to the pending non-CC Towers, solve the car park for owners as well as visitors and water security during the rest of the Term through above means and subject to lockdown-free condition.

We Would like to thank the Officer Bearers and Members of the Management Committee (MC) and the Members of the Community for their support and comments/criticisms and looking forward to your support during the rest of the Term.

On behalf of All OBs and MC

B Balachander

Secretary-PBVFOWA



AKV <anupkrishnanv@gmail.com>

Fwd: [Prestige Bella Vista] Unauthorized car parking

Deepa Anupkrishnan <deepaanup@gmail.com>
To: ANUPKRISHNAN V <anupkrishnanv@gmail.com>

Fri, Feb 5, 2021 at 5:01 PM

----- Forwarded message -----

From: **Secretary PBVFOVA** <secretary@prestige-bella-vista.com>
Date: Fri, 5 Feb 2021, 12:57
Subject: [Prestige Bella Vista] Unauthorized car parking
To:

Unauthorized car parking



PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION

05 feb 2021

Dear Residents ,

Further to the communication from Helpdesk dated 30th Jan 2021 and subsequent communication by MCs in the respective tower group , the Association led by Traffic & Security committee would do a night patrolling tonight (05th Feb 2021) . All vehicles with allotted Car Parking in B1/B2 but parked in surface would be locked tonight and a fine of Rs 1000 will be levied. Request your kind cooperation in ensuring that your cars are parked in allotted car parking only.

Kind Regards

B BALACHANDER
Secretary-PBVFOVA

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ANNEXURE-10



AKV <anupkrishnanv@gmail.com>

[Prestige Bella Vista] Advisory from BDO

Secretary PBVFOVA <secretary@prestige-bella-vista.com>
Reply-To: "secretary@prestige-bella-vista.com" <secretary@prestige-bella-vista.com>

Fri, Apr 23, 2021 at 10:41 AM

Advisory from BDO 

23/04/2021

Dear PBVians

PFA the advisory from BDO , Kundrathur for your reference.

Please be noted ,I officially received today at 10am from the govt official.

We will advise PPMS to enforce the directive with immediate effect.

Please cooperate..

Kind Regards
B Balachander
Secretary-PBVFOWA

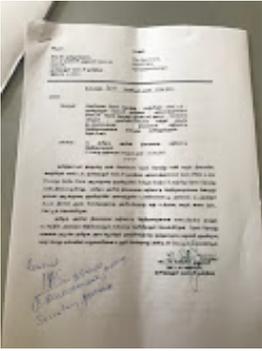
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[Handwritten signature]



AKV <anupkrishnanv@gmail.com>

[Prestige Bella Vista] Memorandum submitted to Hon Minister Mr Anbarasan during his visit on 01/08/2021

Secretary PBVFOWA <secretary@prestige-bella-vista.com>

Mon, Aug 2, 2021 at 11:08 AM

Reply-To: "secretary@prestige-bella-vista.com" <secretary@prestige-bella-vista.com>

Memorandum submitted to Hon Minister Mr Anbarasan during his visit on 01/08/2021



02/08/2021

Dear PBVFOWA Members

PFA the memrandum read and submitted to Hon Minister Mr Anbarasan on 01/08/2021 to our PBV campus.

Kind Regards

B Balachander
Secretary-PBVFOWA

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Memorandum submitted to Hon Min TM Anbarasan_01082021 Visit.pdf
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PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION - PBVFOWA

**மாண்புமிகு தா.மோ. அன்பரசன், எம்.எல்.ஏ, ஆலந்தூர் சட்டமன்றத் தொகுதி மற்றும்
ஊரகத் தொழில் துறை அமைச்சர், தமிழக அரசு.**

பிரெஸ்டிஜ் பெல்லா விஸ்டா பிளாட் உரிமையாளரின் நலச் சங்கம், PBVFOWA சார்பாக, நாங்கள், அலுவலக பொறுப்பாளர்கள் மற்றும் மேலாண்மைக் குழுவின் அனைத்து உறுப்பினர்களும் எங்கள் வளாகத்திற்கு மற்றொரு முறை வருகை தந்தமைக்கு மிக மகிழ்ச்சியடைகிறோம். உங்கள் பரபரப்பான அலுவலக கால அட்டவணை இருந்தபோதிலும், இந்த பிரெஸ்டிஜ் பெல்லா விஸ்டாவில் வசிப்பவர்களிடையே நீங்கள் வந்து சிறிது நேரம் செலவிடுவதற்கு நாங்கள் நன்றி கூறுகிறோம்.

இந்த சந்தர்ப்பத்தில், உங்களுக்கு எங்கள் வாழ்த்துக்கள் மற்றும் வரும் ஆண்டுகளில் நீங்கள் அமைச்சராக உள்ள பகுதி மற்றும் மில்லாமல் எங்கள் பெல்லா விஸ்டா மேம்பாட்டுக்கும் ஆவன செய்ய எதிர்பார்க்கிறோம்.

சென்னையில் உள்ள இந்த மிகப்பெரிய வளாகத்தில் நாங்கள் கிட்டத்தட்ட 10000 பேர் குடியிருக்கிறோம். கீழ்க்காணும் எங்கள் கோரிக்களை உங்கள் கவனத்திற்கு கொண்டு வந்து தேவையான நடவடிக்கைகளை எடுக்க இந்த மனுவை உங்களிடம் சமர்ப்பிக்கிறோம்.

1. **மெட்ரோ நீர்:** இந்த வளாகத்தில் 2600 பிளாட் குடியிருப்புகள் மற்றும் சுமார் 10000 குடியிருப்பாளர்கள் இருப்பதால், நாங்கள் முக்கியமாக மெட்ரோ நீரை நம்பியிருக்கிறோம். இதன்மூலம் கார்ப்பரேஷன் எல்லைக்குள் இருப்போர் நன்மைகள் எங்களுக்குக் கிடைக்கும். அதுவரை, தற்போது விதிக்கும் **கிலோ லிட்டர் விலையை குறைக்க சிபாரிசு செய்ய வேண்டுகிறோம்.**
2. **அடக்கம் மைதானம்:** வடமேற்கு பக்கத்தில் எங்கள் வளாகத்திற்கு வெளியே ஒரு இடுகாடு/சடுகாடு உள்ளது. அதற்கு அருகில் வசிக்கும் நாங்கள் அதை மூடக்கோரி இரண்டு முறை முன்னதாக வேண்டியுள்ளோம். நிரந்தர தீர்வைக் காண தயவுசெய்து, தயவுசெய்து உங்களை கேட்டுக்கொள்கிறோம்.
3. **பார்க்கிங் தடை:** சாலையின் இந்த பகுதி முன் எந்த வாகனமும் நிறுத்தாமல் செய்யக் கோருகிறோம்.
4. **மேம்பட்ட பாதுகாப்பு மற்றும் கண்காணிப்பு:** வேலைக்குச் சென்று தாமதமாக வரும் பல பெண்கள் மற்றும் குழந்தைகள் இங்கு வசிப்பதால், ஐயப்பந்தங்கலைச் சுற்றி மேம்பட்ட பாதுகாப்பு மற்றும் கண்காணிப்பை வழங்க உங்கள் ஆதரவை நாங்கள் நாடுகிறோம்.
5. **பூங்கா:** பெல்லா விஸ்டா வடக்குப் பகுதியில் உள்ள ரெவினியூ இடத்தை ஒரு பூங்காவாக அமைத்துக் கொடுக்க வேண்டுகிறோம்.

பிரெஸ்டிஜ் பெல்லா விஸ்டா பிளாட் உரிமையாளர் சங்கம்

01.08.2021

பா. பாலச்சந்தர், செயலாளர், PBVFOWA

01.08.2021

சி.சு.பாலகிருட்டிணன், தலைவர், PBVFOWA

Prestige Bella Vista Flat Owners Welfare Association

Registered with Serial No. 321 of Year 2013, under Section 10 of the Tamil Nadu Societies Registration Act, 1975

Tower 15B, Ground Floor, Prestige Bella Vista, Iyyappanthangal, Chennai – 600056

www.prestige-bella-vista.com



PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION - PBVFOWA

Respected Thiru T.M. Anbarasan, MLA, Alandur Assembly Constituency

Minister for Rural Industries, Cottage Industries, Small Industries, Slum clearance board, Tamil Nadu

On behalf of the Prestige Bella Vista Flat Owner's Welfare Association, PBVFOWA, we, the Office Bearers and all the members of the Management Committee are extremely happy to have you here in our Complex again after winning the recent state elections and becoming our Hon Minister. We are thankful that you could come and spend some time amongst the residents of this sprawling Prestige Bella Vista Condo in spite of your busy schedule. Our Best Wishes to you and look forward to development in the departments that you are in-charge but also for your constituency, especially for Prestige Bella Vista and surroundings during your term.

We form nearly 10000 residents living in this largest Complex in Chennai require your support on some of the following and we hereby submit this Memorandum to you to enable to take necessary action.

1. **Metro Water:** As the complex has 2600 plus apartments with around 10000 residents, we mainly depend on Metro water. We humbly request you to intervene and reduce the charges per kilo litre from the exorbitant rate of Rs 125 per KL to Rs 40 per KL considering the inhabitants are mostly retired or salaried people.
2. **Burial Ground:** In regard to burial ground situated adjacent to our complex in the North-West side, we have given representations couple of times including during your last visit here for closing the same; This is a health hazard as felt by many of our residents living in that location, we request you to kindly take up this issue to find a permanent solution.
3. **No Parking Zone:** We also request the road area in front of our Complex devoid of any parking to reduce the congestion by making this segment of the road as NO PARKING Zone.
4. **Security Surveillance:** We seek your support to provide enhanced Security and surveillance around Iyyappanthangal as many women and children live here who go out for work and return late light.
5. **Park:** Requesting the revenue land situated in the North of Bella Vista to be converted into a Park for the benefit the public in this region; this has been agreed in principle by you during your earlier visit to PBV.

Thanking you in advance.

On Behalf of the **Prestige Bella Vista Flat Owner's Association**

01.08.2021

B Balachander, Secretary, PBVFOWA

01.08.2021

SS Balakrishnan, President, PBVFOWA

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AKV <anupkrishnanv@gmail.com>

[Prestige Bella Vista] DISCUSSION WITH RERA & CMDA

Secretary PBVFOVA <secretary@prestige-bella-vista.com>

Tue, Aug 24, 2021 at 11:39 AM

Reply-To: "secretary@prestige-bella-vista.com" <secretary@prestige-bella-vista.com>

DISCUSSION WITH RERA & CMDA



24/08/2021

Dear PBVFOVA Members

Trailing mails and attachment are self explanatory.

For your info and records pl.

Regards

B Balachander
Secretary-PBVFOVA

===== Forwarded message =====

From: Secretary PBVFOVA

To: "Arun Karthik", "Suresh Kumar", "Anantha Raman", "Vacant T01 MC2", "Ramamalini", "Vacant T02 MC2", "Ramasubramanian", "Manoj Kumar", "Bharat C Kumar", "Vacant T03 MC2", "Narayannen TSG", "Akbar Khan", "K Vasudevan", "Srinivasan Iyer N", "Thiyagvel PK", "Govinda Rajan", "Vacant T05 MC2", "Mukesh Garg", "Ramesh Krishnan", "Jayakrishnan M", "Gopal Maloo", "Subramanian R", "Vijayakumar TC", "Shanmugaraj A", "Venkata Subramanian M", "Vel Mutugan", "Vacant T09C MC2", "B RamaKrishnan", "Rajalakshmi Venkat", "Vedaselvi N", "Deepa C", "Hari Babu", "Vacant T12 MC2", "Vacant T12 MC3", "Sriram", "Padma Priya", "Vacant T13 MC3", "Pradeep Kumar", "Karthikeyan", "John Irudayaraj", "Suresh S", "Anurag Jain", "Sabarish TV", "Nirmal K Prabhu", "Vasudevan S", "Rajamani Maran", "Mathew CD", "Muthumanikandam P", "Iyyappan Pillai", "Andrews Suresh", "B Saravanan", "Jayaprakash S", "Priyadarshini B", "Mayilvahanan K", "Vacant T18 MC2", "Balachander B", "Balakrishnan SS", "Anuradha V", "Ramanjaneyelu P", "SK Babu", "Pradeep Kumar P", "G Rangarajan", "Vacant T20B MC2", "Sudha Kannan", "Barna Chakroborthy"

Cc: "President", "Treasurer"

Date: Tue, 24 Aug 2021 11:14:49 +0530

Subject: POLL REPORT FOR SHARING CONTROLLED COPY

===== Forwarded message =====

Dear MC Members

Appending below the poll report .

The results are...

Yes to share the documents.....27

No to share the documents16+1=17.

Hence as per MC's decision ,we will share the documents to MC members and residents as well. PFA the pdf document.

Thank you for all the 44 MC members who participated.

We chose to avoid the names who did not participate.

Regards

B Balachander

Vote Report for SHARING CONTROLLED COPY

Dear MC Members

Please be informed that all planned representations with different institutions viz District collector Kachipuram ,RERA , CMDA,CMWSSB , Minister Anbarasan ,appeal to supreme court justice ,TANGEDCO ,are completed and waiting for the outcome .

Recently we had a meeting with CMD ,PEPL as well.

Please note many of the representations were shared already with you.

The GIST OF DISCUSSIONS with RERA and CMDA alone are kept as CONTROLLED COPY and was presented in MC 11 but not shared .

Onlt Few MC members came to association office and read the CONTROLLED COPY.

As only 22 members were present in 11 th MC meeting and the rest were not aware , we feel we are obligated to share this controlled info to MC first and to the community next.

In this connection ,we will seek your approval thru a poll in Apna complex portal.

Kindly take part in the poll and register your views,

Regards

B Balachander
CopyExcelCSVPDFPrint

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Options	# of Votes	Voters
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Options

**# of
Votes**

Voters

NO, SHOULD NOT RELEASE CONSIDERING SENSITIVITY.

16

- Secretary PBVFOVA (-)
- P K THIYAAGAVEL (T4B-004187)
- Sureshkumar (T1A-001184, T13-013183)
- S.R.Bharath Kumar (T3A-003011)
- Mr.S JEYAPRAKASH (T18A-018042)
- Mrs.PRIYADHARSHINI (T18A-018072)
- Mukesh Garg (T06-006123)
- Mr. Balakrishnan SS (T18C-181012)
- Mr. S.VELMURUGAN (T9C-091612)
- CT Mathew (T16B-016036)
- Mr. Muthumanikandan P (T16B-016057)
- Mr. T S G NARAYANNEN (T3B-003115)
- MR.K RAJAMANIMARAN (T16A-016074)
- Vasudevan Srinivasan (T16A-016072)
- Mr.M.VENKATA SUBRAMANIAM (T9B-009086)
- SK BABU (T20A-020151)
- Manoj Kumar (T2B-002017)
- Mr. G.RANGARAJAN (T20B-020045)
- Mr.K.MAYILVAHANAN (T18B-018186)
- Mrs. VEDASELVI NELLAIYAPPAN (T11-011064)
- C.Deepa (T11-011092)
- Mr. Gopal Maloo (T08-008104)
- Mr. Subramanian (T08-008172)
- S Govindarajan (T05-005171)
- S Ramasubramanian (T2B-002078)
- Ramesh Krishnan (T07-007022)
- Mr.A. SHANMUGHARAJ (T13-013037, T9A-009171)
- Mr. Jayakrishnan. P. Menon (T07-007082)

YES, RELEASE THE CONTROLLED COPY TO MC AND RESIDENTS

27

- Mr.Nirmal Kuma Prabhu (T15B-015067)
- Mr. Anantharam Hariharasarma (T1B-001125)
- Mr.A.AKBAR KHAN (T4A-004044)
- Iyer N Srinivasan (T4B-004168)
- Anuradha Vijayakumar (T19-019142)
- RAMAKKRUSHNAN B (T10-010061)
- Mr.B.S.PRADEEP KUMAR (T14-014028)
- Mr.S.KARTHIKEYAN (T14-014032)
- Mr. Anurag Jain (T15A-015182)
- Mr. T.C.VIJAY KUMAR (T9A-009093)
- Barna Chakraborti (T20C-020169, T13-131111)
- Sudha Kannan (T20C-200111)
- R.John Irudhayaraj (T14-014142)
- K Vasudevan (T4A-004032)
- Ramamalini (T2A-002051)

Showing 1 to 2 of 2 entries

---- On Mon, 23 Aug 2021 10:30:43 +0530 **Secretary PBVFOVA** <secretary@prestige-bella-vista.com> wrote ----

Dear MC members

The poll ends tonight.

Up to now , only 27 members responded in AC and one member thru e mail.

27 members are yet to respond out of current 55.

While we thank the 28 members for their response , request other 27 to respond without fail.

Poll is created only to get more responses from Members.

Many members are not attending MC meetings in person or in virtual just forgetting their moral responsibilities though its a volunteer job.

Such reluctance will lead to demoralize the members who are prompt and actively participate inspite of their personal and professional load.

Request again those who have not taken part ,to respond positively.

Regards

B Balachander

---- On Sun, 22 Aug 2021 18:57:19 +0530 **Secretary PBVFOVA** <secretary@prestige-bella-vista.com> wrote ----

Thank you Pradeep for your response...I will take into count.

Request others also to take part in the poll.

Regards

B Balachander

---- On Sat, 21 Aug 2021 20:44:00 +0530 **PRADEEP Tower 20a Mc2** <pbvmct20a2@gmail.com> wrote ---
-

Dear Mr. Balchandar,
As per me "No" for ApnaComplex.
Thanks and regards.
Pradeep Kumar Pattanaik.

On Sat, 21 Aug 2021 at 19:34, Secretary PBVFOVA <secretary@prestige-bella-vista.com> wrote:

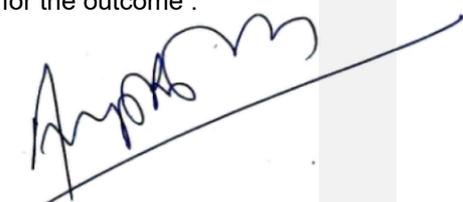
Dear MC Members

Please be informed that all planned representations with different institutions viz District collector Kachipuram ,RERA , CMDA,CMWSSB , Minister Anbarasan ,

appeal to supreme court justice ,TANGEDCO ,are completed and waiting for the outcome .

Recently we had a meeting with CMD ,PEPL as well.

Please note many of the representations were shared already with you.



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As only 22 members were present in 11 th MC meeting and the rest were not aware , we feel we are obligated to share this controlled info to

MC first and to the community next.

In this connection ,**we will seek your approval thru a poll in Apna complex portal.**

Kindly take part in the poll and register your views,

Regards

B Balachander

This message is sent by **Secretary PBVFOVA**

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 **RERA & CMDA CONTROLLED COPIES.pdf**

769K

CONTROLLED COPY

Gist of Discussions held with Shri Selva Kumar, Joint Director (Technical), RERA on 23rd July 2021

Location: RERA Office, 1st Floor, Talamuthu Natarajan Bldg, Egmore

Time: 1210-1240 Hrs

Participants:

B Balachander, Secretary, PBVFOWA

Balakrishnan SS, President, PBVFOWA

Vasudevan, MC Member

A Memorandum was submitted on the following:

FILL IT UP

After going through the memorandum, Shri Selva Kumar returned the same and stated the following:

1. PBV CANNOT come under RERA unless otherwise, the Builder wishes to register.
2. PBV is NOT an On-going Project as already the CC has been issued to 25 out of 33 Towers in early 2016 itself, much before the TNRERA was set up.
3. The pending CC for the remaining 8 Towers is purely related to super FSI payment.
4. The Partial CC should not be confused here as it refers to 'part of the society' getting cleared.
5. When the final part gets cleared by CMDA, they **may** refer to RERA asking for registration etc. They **may NOT do so also**, as already two partial CCs have been issued even before the TNRERA was set up.
6. Before issuing any CC, the authorities go thru all the documents for compliance including car park, at the site and then only issue and hence there is **no scope for any deviations**.
7. TNRERA is aware that the builder has **sold all the Units**; RERA is also aware that **people have occupied and living with basic necessities being met**. Hence, the Assn should have taken over the property long back to administer, pending CC alone. **Not taking over the property is the one single mistake by the Association**. Takeover and run the campus and let the CC take 2 or 3 years.
8. RERA is like a magistrate court and both the parties would be called and discussed to solve the issues.
9. RERA would always go by the Construction Agreement the Builder has entered into with the purchasers, nothing more, nothing less.
10. The two partial CC have been issued itself confirms that there are no issues including Car park etc to those set of towers.
11. Regarding unilateral increase in CAM, he stated that if Assn wants they could file/submit an application to RERA using Form M online by payment of required fee.
12. Civil issues cannot be shown as the reason as the people have occupied and living since 2015; the civil guarantee is only for a year normally.
13. On the whole, Prestige is a very reputed builder compared to so many others who literally have cheated the buyers.



CONTROLLED COPY

Gist of Discussions held with Shri Pannelsevam, Dy Planner, CMDA on 23rd July 2021

Location: CMDA Office, 9th Floor, Talamuthu Natarajan Bldg, Egmore

Time: 1300-1330 Hrs

Participants:

B Balachander, Secretary, PBVFOWA

Balakrishnan SS, President, PBVFOWA

Vasudevan, MC Member

As the Chief Planner, Shri Balasubramanian was busy in a meeting directed us to meet the Dy Planner on the following issues.

FILL IT UP

Based on our interactive discussions, the following points emerged:

1. The very fact each one of the Units have been sold and the UDC is registered, the 2613 Units buyers are the Owners now. So, according to CMDA, the **2613 owners are the Masters and the Builder, the Servant.**
2. The public is very aware that PEPL must pay Rs.90+ Cr to CMDA based on the verdict of SC
3. It is essential that the **Assn discuss with Prestige on the above and request them to pay the amount and nothing else can be done.**
4. If there are any issues regarding the issue of the first two Partial Completion Certificates, that can be filed so that CMDA can look into that.
5. **Civil issues cannot be brought in five years after possession;** it is for only one year.
6. Now that the Buyers are the Owners, they have to sort out the car park issue by themselves amicably as every buyer is an owner and whomsoever has paid for the car park, is eligible to have one.
7. Car Park or civil issues are minor compared to payment of Rs.90 Crores with INTEREST. CMDA is also pressurizing Prestige in many ways for the payment. Ultimately, **if he does not pay the amount, CMDA will approach the Owners or the 2613 Units to pay the amount as the builder has entered into an agreement with the buyers and has completed the construction with all facilities and submitted for CC also.**
8. **Approaching court etc. will not do any good.** It is better that the Assn amicably discuss with the builder and complete the process of CC.
9. Upon handover, whatever lacking or not done may have to be borne by the 2613 Owners for correction or live with them.





AKV <anupkrishnanv@gmail.com>

[Prestige Bella Vista] Metro water -Update

Secretary PBVFOVA <secretary@prestige-bella-vista.com>
Reply-To: "secretary@prestige-bella-vista.com" <secretary@prestige-bella-vista.com>

Wed, Aug 11, 2021 at 3:20 PM

Metro water -Update



11/08/2021

Dear PBVFOVA members

Appended mail below sent yeaterday to MC members , is for your info and ref.

Kind Regards

B Balachander
Secretary-PBVFOVA

Dear MC Members

Subsequent to our submission of memorandum to the Hon Minister , to day morning we ,
(President .Mr S K Babu , joint secretary

and Mr Annachi selvaraj) met the minister at his residence .

He was kind enough to accept and endorse the plea with recommendation to CMD of CMWSSB.

He also spoke to CMD ,Mr Vijayaraj kumar IAS and fixed an appointment for us.

From the minister's residence we rushed to CMD 's office to meet CMD as advised by the minister himself.

Mr Veerasigamani of PPMSC has also accompanied us as per our request and our President submitted the letter .

CMD has gone thru our letter, agreement ,latest bills and advised the chief engineer to look into our request and revert within a week.

Upon receipt of a reply from CMWSSB , we will update further.

PFA the letter which is self explanatory.

We wish to record tons of thanks to our ex president Annachi Selvaraj for facilitating the meeting with the Hon Minister .

Regards

B Balachander

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 **Letter on metro water-converted.pdf**
162K



PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION - PBVFWA

August 05, 2021

To

Thiru T M ANBARASAN

Minister for Rural Industries, Cottage Industries, Small Industries, Slum Clearance Board

CC Thiru C. Vijayaraj Kumar, I.A.S. Managing Director, CMWSSB

Sub: Metro water requirement – Reg.

Respected Sir,

In line with the grievances list we submitted to you during your august presence in our apartment complex on 01/08/2021, kindly permit us to submit the following memorandum for your kind perusal and suitable advice to the concerned at your earliest.

1. The Prestige Bella Vista Housing Complex is one of the largest housing complexes in Chennai situated at Iyappanthangal in a sprawling area of 25 acres with 2613 dwelling Units in 33 Towers. The Project was initiated in the year 2012 and the process of allotment started from the last quarter of 2015 and presently fully occupied by the Owners/Residents. The Complex is not yet handover to our Association which we hope will happen shortly.
2. The water for the whole community of 9000 plus people is mainly managed through metro water on a day-to-day basis. During critical times like summer the additional requirement over and above is met by purchase of few tankers of water the quality of which is poor due to higher TDS. We understand from Prestige Estates, the builder that they have made the necessary deposit for the supply of water on a metered basis and presently our Complex is charged at the highest tariff of Rs.120 Plus/- per KL, an increase by 100% over five years from the earlier figure of Rs.60/KL.
3. At this point we would like to bring to your notice that while the individual houses or housing complex in Chennai city make a payment of only water tax, our complex which is the greater Chennai limits pay on the metered basis, a very huge disparity. The owners of this Bella Vista Complex mainly consist of retired senior citizens who have invested their entire retirement benefits here and the young professionals who have taken loan from banks to live in their dream home.

On behalf of the Association PBVFWA representing 2613 Owners/9000 inhabitants of the Prestige Bella Vista Complex, we request you to do the needful by a.) charging water tax alone as done for similar units within Corporation limits or b.) reduce the tariff to one third which would help us to draw some more water from metro and contain our maintenance expenditure for this largest Complex in Chennai City.

Thanking you and looking forward to your favorable action.

Yours sincerely,

B Balachander,
Secretary- PBVFWA
E mail: secretary@prestige-bella-vista.com



[Handwritten signature]

Prestige Bella Vista Flat Owners Welfare Association

Registered with Serial No. 321 of Year 2013, under Section 10 of the Tamil Nadu Societies Registration Act, 1975

Tower 15B, Ground Floor, Prestige Bella Vista, Iyappanthangal, Chennai – 600056

www.prestige-bella-vista.com



AKV <anupkrishnanv@gmail.com>

[Prestige Bella Vista] Letter to Hon Justice Dr D V Chandrashud

Secretary PBVFOWA <secretary@prestige-bella-vista.com>

Mon, Aug 2, 2021 at 11:27 AM

Reply-To: "secretary@prestige-bella-vista.com" <secretary@prestige-bella-vista.com>

Letter to Hon Justice Dr D V Chandrashud

02/08/2021

Dear PBVFOWA Members

PFA the request letter sent to Hon Justice Dr D V Chandrashud ...

Hope we will get an early judgement which will only help us in getting CC for the whole project.

Kind Regards

B Balachander

Secretary-PBVFOWA

This message is sent by **Secretary PBVFOWA**

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 **Letter to Hon justice Dr D Y Chandrashud.pdf**
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PRESTIGE BELLA VISTA FLAT OWNERS WELFARE ASSOCIATION - PBVFOWA

To

Date: 30 July 2021

Hon Justice Dr D.Y. Chandrashud, Judge of Supreme Court
C-30, Gulmohar Park, New Delhi, 110049
Tel: 2665362

Sub: Curative Petition - Prestige Estates Projects Ltd, Chennai - Reg.

Ref: CURATIVE PET(C) No.000166-000167/2021 Registered on 29-07-2021

Hon Justice,

We from the Prestige Bella Vista Flat Owner's Welfare Association, PBVFOWA, Chennai would like to submit the following memorandum for your kind perusal and favorable action at the earliest.

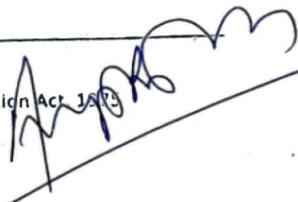
1. The Prestige Bella Vista Housing Complex is one of the largest housing complexes in Chennai situated at Iyappanthangal in a sprawling area of 25 acres with 2613 dwelling Units in 33 Towers. The Project was initiated in the year 2012 and the process of allotment started from the last quarter of 2015. The first partial Completion Certificate (CC) was obtained in January 2016 followed by the second in March 2016 for a total of 25 out of 33 Towers. Prestige Estates Ltd, the developer submitted for the remaining EIGHT Towers in June 2016 and is yet to obtain the CC till date.
2. This Association was formed in 2013 and the office bearers have repeatedly been pursuing with Prestige on the CC. Prestige won the case at the HC against CMDA in regard to super FSI charges levied by CMDA in 2014, but lost the case filed by CMDA in July 2019 in SC vide Civil Appeal Nos.5642, 5643 of 2019 dt July 29, 2019, and again also the review petition in Nov 2019. Prestige submitted a curative petition in SC in July 2020 which was registered vide ref above only yesterday, 29th July 2021.
3. We, the owners of 2613 Units in this Complex consisting of 50% senior citizens and others working professionals having taken loan for their Dream House are having mental suffering and lost peace and patience in pursuing with Prestige management over the last six years. Hence, we through this letter represent to you to kindly do the needful in taking up our case and provide a quick judgement so that it is resolved once and for all. This would also help us in obtaining the CC for these EIGHT Towers and in turn for the whole complex without further delay.

We look forward to your help in solving the woes of 2613 families or 9000 inhabitants of this complex.

On behalf of the PBVFOWA


(B Balachander)
Secretary, PBVFOWA
Mob: +91 9444 398 557
Email: secretary@prestige-bella-vista.com





ANNEXURE-11



AKV <anupkrishnanv@gmail.com>

Communication to Secretary about my complaint against PEPL

ANUPKRISHNAN.V <anupkrishnanv@gmail.com>

Mon, Mar 1, 2021 at 1:14 AM

To: Secretary PBVFOVA <secretary@prestige-bella-vista.com>, pbvassociation@gmail.com

Dear Secretary,

I am sending this email in response to your apprehensions aired towards my complaint to MOEFCC and TN Pollution Control Board against Prestige Builders for illegally running this project for 6 years and for the gross violations of several stipulations mentioned in the Environmental Clearance Letter. You voiced your apprehension in the residents meet held on 28/02/2021.

I can't understand, how my complaint against Prestige Builders will affect 2613 apartments adversely. Can you elaborate it further? Will you demand withdrawal of my Consumer Case against Prestige Builders also tomorrow citing the same apprehension?

I feel you do not know anything about the importance of getting environmental clearance for any major residential projects. Please don't forget Maradu Flats incident. Recently, Madras High Court cancelled Completion Certificate issued by CMDA just because the project didn't have Environmental Clearance Certificate at the time of application for CC. I am here with attaching the high court judgement.

You should have first discussed about this matter with your immediate past Secretary before exposing your utter ignorance about the contents of my complaint.

I actually discussed in detail about the environmental violations committed by PEPL to the then Secretary of PBVFOVA and send him a copy of the original email complaint which was sent to MOEF&CC. Please refer to the copy of my email complaint to MOEF&CC dated 05/05/2020. Also refer to my email dated 01/06/2020 to the then Secretary. I informed him in detail about my complaint regarding the violations committed by PEPL. I confided with him about the impending re - inspection by officials from MOEFCC at PBV after the lock down was lifted.

I actually pleaded with him to officially lodge a complaint with MOEFCC regarding the major violations committed by Prestige Builders. I promised to share with him copies of incriminating evidences of environmental violations committed by Prestige Builders. But the Secretary didn't respond to my email at all.

In March 2020, MOEFCC RO, Chennai has transferred the job of inspection of environmental compliance of major projects to TNPCB. Please refer the attachment, GO 29.

Now, MOEFCC and TNPCB are planning to conduct an inspection based on my complaint against Prestige Builders for the violation of several stipulations in the EC letter. It includes parking space violations and encroachment over public spaces, lack of adequate borewells and safe drinking water, non erection of solar voltaic cells in PBV etc.

I request you to discuss this matter with your immediate past Secretary to learn more about the environmental violations committed by Prestige Builders.

I actually requested Ministry of Environment and TNPCB to conduct a re-inspection at PBV and make PEPL compliant with all stipulations mentioned in the EC letter issued to them.

Prestige Builders had given a declaration to Ministry of Environment in June 2019 that PBV was still under construction and not made operational. So collecting CAM/ paying CAM to PEPL is illegal as per Environmental Notification 2006.

I am ready to pay CAM to Association only if they are willing to lodge a complaint in Consumer Forum asking PEPL (1) to complete this project and obtain CC (2) to give delay penalty for all members till CC is obtained and (3) to reimburse CAM collected till the date of issuance of CC to all members.

I am warning the Association, that they have no legal authority to harass, threaten, name and shame any member of PBV for not paying CAM. PBV is an ongoing Project as per the judgement of RERA Authority dated 04/12/2020. Those two partial completion certificate obtained by PEPL are illegal and null and void as per the

judgement of Madras High Court dated 15/09/2020. I am herewith attaching the RERA order and high court order.

Thanking you,

Yours faithfully,

S/d

Dr.Anupkrishnan.V

5 attachments



1.Gmail - Compliance Report of PBV.pdf

23K



2. Gmail - Continuation of my complaint dated 27-04-2020.pdf

24K



Go_29_16221.pdf

322K



appeal against 2-2019 of TNREAT.pdf

368K



Prestige VS buyer.pdf

1111K

ANNEXURE-12

National Green Tribunal | (17) Prestige Bella Vista Owners g... | how to download video from fac... | (17) Facebook

facebook.com/1281214591/videos/10224866709516630/

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Anupkris...

Sudha Bala was live in Prestige Bella Vista Owners group.
February 28 · 🌐

16 34 Comments 483 Views

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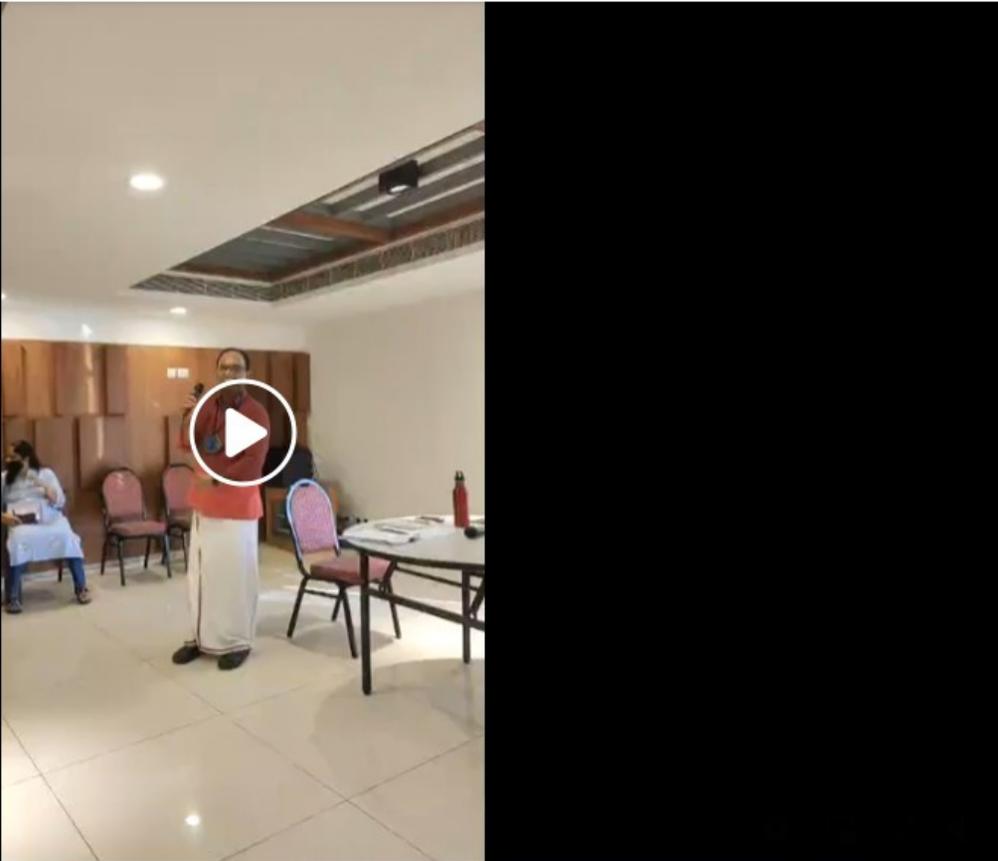
Most Relevant ▾

Aparna Vishwanath · 1:50:27
Corona Vaccine for senior citizens and vulnerable group is available from tomorrow. Is association taking any step in making it available for our residents, of the said category, so that they don't have to venture out and put their lives at risk. Rathe... See More

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Arumugam Kalianna · 1:29:48
It will be very wrong to go and

Write a comment...



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[Handwritten signature]