

Pushpadruma : Bylaw

THE PUSHPADRUMA OWNERS' ASSOCIATION (TPOA) BYELAWS, RULES AND REGULATIONS OF THE ASSOCIATION (TO BE Registered under the Tamil Nadu Societies Registration Act, 1975)

1. Name of the Society : THE PUSHPADRUMA OWNERS' ASSOCIATION (TPOA)

2. Address of the Society : Pushpadruma Apartment, Plot No.106, Rajiv Gandhi Salai (OMR) Kalavakkam Village, Tiruporur, Kanchipuram District - 603 110.

3. Date of formation : 1st September 2013

4. Jurisdiction : Chengalpattu.

5. Office Hours : 9:00 am to 5:00 pm

6. Objectives of the Society:

a) To ensure that the complex (Pushpadruma) is well maintained and provides for a harmonious living while ensuring safety and a healthy respect and adherence to the by-laws that have been created for this very purpose.

7. SUITS BY AND AGAINST SOCIETIES:

a) The society shall sue or to be sued in the name of President.

8. MEMBERSHIP:

a) All owners of the Pushpadruma Apartments, whoever completed of 18 years and above can become a member of the society if provided they are competent to contract as per the existing Acts.

b) Every registered owner of a flat shall be a MEMBER from the date on which he becomes owner of a flat in the complex.

c) Names of persons who are registered owners of the various apartments comprised in the Pushpadruma complex, on the date of the registration of the Association, shall be deemed to have become MEMBERS and their names shall be entered in the Register of Members of the Association maintained under the provisions of the Act. Such persons shall complete an application in the form prescribed by the Association. Names of persons who become registered owners of any apartment after the incorporation of the Association shall also be entered as MEMBERS in the above Register upon the Association being notified in writing in the prescribed form (Annexure I) by the concerned registered owner or transferor.

d) To become a member the person shall sent the application to the secretary and along with their subscription and with entrance fees.

e) Secretary will place the application before the executive committee for consideration and admission.

f) For those persons who have been refused admissions shall be given a chance to appeal the case to the General body meeting whose decision is final.

g) If any occupant / guest of the complex made any damage to the society or complex, the concerned registered owner is liable to make necessary compensation / penalties (amount decided by the executive committee) to association. If the payment is delaying, association will levy late fee not less than 3% per month.

h) A member whose name is already entered in the register of members shall notify in the prescribed form and file it with the Association when he sells or otherwise disposes of or transfers his flat in any manner to any other person who shall also countersign the said form for facilitating transfer of membership in the register. Notwithstanding this, the buyer or transferee of any flat in the complex from an existing owner shall be deemed as a member for the purpose of being bound by these byelaws, rules and regulations. The name of the transferee shall be entered in the Register of Members kept under the provisions of the Act.

i) Every new occupant or tenant shall be bound by these byelaws, rules and regulations.

j) Every new member must seek no-due certificate from association before buying apartment, if the old member has amount dues, the new member will be liable to settle all dues before occupancy.

k) Responsibilities of members:

k.i) An owner must perform all maintenance and repair work within his own apartment.

k.ii) An owner shall submit to the Association such documents as are required to support his ownership of the flat as required by the Association

k.iii) An owner shall ensure that his flat is occupied only for RESIDENTIAL PURPOSES. He shall not also let out his flat premises other than for RESIDENTIAL PURPOSE and he shall further ensure that the flat is not used for any unlawful activities.

k.iv) An owner shall maintain the interior of his flat by keeping it duly repaired in such a manner that if not done, will affect and cause damage or inconvenience or danger to the safety and security of the other flats concerned or the enjoyment of the rights and facilities by other members concerned. Should any common area(s) including basement be affected by leaks/ defective flooring inside any apartment, as determined by an outside engineer. The apartment owner at his cost should rectify such leaks/ defects. In case of no response, the Executive Committee could, after giving notice of at least seven days carry out the rectification work and the cost will have to be reimbursed by the apartment owner on demand.

k.v) An owner who is not an individual shall inform in writing the name of the juridical person to the Association.

k.vi) All repairs of internal installations of the apartments such as water, light, gas, power, sewage, telephone, air-conditioners, sanitary installations, doors, windows, lamps and all other accessories shall be at the expense of the apartment owner concerned.

k.vii) An owner shall reimburse the Association expenditure incurred in repairing or replacing any common area/facility damaged due to his/her or his/her tenant or occupiers fault.

k.viii) An owner (or his/her tenant) shall not carry out any structural modification or alteration or installation located in his apartment without the owner seeking the permission of the Association in writing. The Association shall be under an obligation to reply within a period of thirty days failing which it shall be construed that the Association has no objection to the proposed modification etc. If any such structural modification etc. has been carried out without the permission of the Association and the permission cannot also be granted, the owner would be required to restore the status quo ante. If the owner does not do this within the time indicated by the Executive Committee, the latter could restore the status quo ante after giving notice of seven days and charge the owner with the expenditure incurred and he would have to reimburse the Association such expenditure within a week from the date of the claim.

k.ix) An owner (or his/her tenant) shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas of a similar nature both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used only for normal transit through them.

k.x) An owner (or his/her tenant) shall grant right of entry to the apartment to any other person authorized by the Managing Committee in case of emergency whether the owner or tenant is present in the apartment at that time or not.

k.xi) An owner (or his/her tenant) shall not display any sign board or advertisement in or on the building except as permitted under the regulations framed by the Association;

k.xii) An owner (or his/her tenant) shall take care not to cause any excessive noise through the use of musical instrument, radio, television etc. as to disturb the peace of co-owners/ co-residents.

k.xiii) An owner (or his/her tenant) keeping a domestic animal shall abide by such regulations as may be framed by the association;

k.xiv) An owner (or his/her tenant) shall abide by the regulations framed by the Association in regard to use of apartments, common areas and services. In case of violation of the above provisions by any

owner (or his/her tenant), Executive Committee may levy on the owner a compounding fee of not more than Rs.100 per day, as decided by the Executive Committee, till the violation continues, without prejudice to any action involving suspension of common services referred to in section 8(b)(v) above.

l) Rights of members

l.i) VOTING RIGHTS

l.i.1) A member or his proxy shall be entitled to one vote on show of hands and as many votes as the number of flats owned on poll.

l.i.2) For removal of doubt, it is hereby clarified that while a proxy can vote, he cannot speak or participate in any discussion in a General Body Meeting. Members can only do participation in discussion.

l.i.ii) OTHER RIGHTS

l.i.ii.1) Every member has a right to receive a copy of the memorandum, byelaws, rules and regulations and guidelines prescribed by the Association at the time of his enrolment. Any subsequent requirement and supply will be on payment of fee. Every member, subject to what is contained in above, shall have a right to participate in the discussions and exercise his vote and also to appoint a proxy in writing, in the prescribed form, to vote on his behalf.

m) Restrictions imposed on members:

m.i) The right to attend and participate in the meetings of the Association and vote therein at shall stand suspended in the case of a Member of the Association who:

m.i.1) Has misused his/her flat for illegal / immoral purposes.

m.i.2) Has been in the habit of committing breaches of any of the provisions of the byelaws and / or guidelines of the Association, which, in the opinion of the Committee, are of serious nature.

m.i.3) Notwithstanding the above, the committee shall have discretionary powers to take such other action as is considered fit and necessary.

m.ii) If executive committee feels that the occupant indulging in any activity that may harm the interest of the society or affecting harmonious living of the other members, it can ask the occupant to vacate the complex immediately even without advance notice. However this must be reported in the next general body meeting and get approval.

9. Code of Conduct

a) No owner or tenant or occupier shall carry out at any time or suffer to be carried on in the flat or any part thereof occupied by him, any trade, business or vocation or activity commercial in nature or any

b) Noisy, offensive or dangerous trade or pursuit or unlawful and immoral activities, causing nuisance, hindrance, annoyance or danger to any neighbors or depreciate the value of the said flats or any part thereof as residential property in any manner whatsoever.

c) The rights of any owner / tenant / occupier over the common areas in the complex shall be subject to the guidelines framed in this regard by the Association from time to time.

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

e) Every member or his/her tenant shall be bound by these byelaws and resolutions passed by the General Body from time to time and no member has any right to question the enforcement of byelaws or the general body resolutions by the Executive Committee or by any person or persons authorized by

the said committee.

f) Intimation should be given to the Association, within 72 hours from the date of execution of the Lease deed, by the owner while letting out his apartment for rent to enable the Association to maintain an up-to-date record of residents for providing common services, to bring to the notice of the owner dues, if any, to the Association, from the apartment and to provide a copy of the Byelaws of the Association to the tenant (on payment of Rs. 50) whose compliance shall be binding on him. The letting out of the apartment shall be strictly for residential use. As compliance with the Byelaws is mandatory for all residents, the owner shall be well advised to incorporate in the lease agreement entered into with the tenant a clause to this effect so that he may proceed, if need arises, either on his own accord or at the instance of the Association, against the tenant for breach of any of the byelaws.

g) Where an apartment is proposed to be sold, intimation should be given by the owner to the Association within 72 hours from the date of execution of the sale deed. It shall also be obligatory on his part to apprise the purchaser about the existence of the Association and its byelaws and obtain a letter from the purchaser that the latter would agree to abide by these Byelaws as amended from time to time. The purchaser shall be jointly and severally liable with the vendor for all unpaid amounts due to the Association up to the time of sale or transfer without prejudice to the right of the purchaser to recover from the transferor the amounts paid by him. After receipt of dues from the apartment, if any, to the Association and application in the form prescribed, the Association shall issue an intimation to the Transferor/ Transferee that the proposed transfer of ownership of the apartment has been taken on record and the purchaser would be entitled to become a member of the Association, with all the attendant benefits by way of common services and facilities provided by the Association, after the transfer of ownership is completed.

10. SUBSCRIPTION AND ENTRANCE FEES:

a) Every initial member (who bought from the builder, MARG Ltd.) applying for membership shall pay an entrance fee of Rs. 1,000/-. Thereafter new members (who buy an apartment from a member) to pay half percentage (0.5%) of the sale amount.

b) The monthly maintenance charges are to be paid by each owner towards their share of the common expenses. As provided in the law, these charges should be shared between the members in proportion to their share of undivided interest in the property. However, to facilitate ease of computation, the charges levied would be calculated on the super-built-up area of the apartment (as mentioned in the sale deed) owned by him, since this parameter is computed on the basis of the share of undivided interest in the property. The charges are subject to periodic review depending on the actual expenditure towards maintenance of common areas and facilities and would be fixed by the managing committee.

c) The monthly maintenance charges shall be paid not later than the 7th of every month. For any delay in payment beyond the seventh, a late fee of Rs.100 per month or part thereof shall be payable. In the case of any other dues to the association levied, to meet capital expenditures or additional expenses towards procuring water, with the approval of the General Body, by the Managing Committee, payment on a date beyond the last date fixed for payment of such dues would attract payment of late fees at the rate of Rs.100 per month or part thereof or 3% per month or part thereof on the amount due whichever is higher. The late fee imposed, in accordance with the byelaws, would also be treated as dues to the Association.

d) The basis for levies other than maintenance charges would be as under:

d.i) Additional expenses for procuring water for the Pushpadruma Complex and Capital Expenditure towards replacement or substantive repairs to generators, lifts, tanks, pumps, motors etc., where the benefits are deemed to accrue in equal measure to every apartment owner, would be collected on a flat basis - i.e., total expenditure divided by the number of apartments.

d.ii) All other expenditure - i.e., increase in maintenance charges, painting of the common areas/ exteriors etc., will be on a pro-rata basis as is currently adopted for Maintenance charges.

d.iii) The General Body may decide, to facilitate collection, that the maintenance charges shall be payable on a quarterly basis. The Managing Committee shall fix the time within which such quarterly payments shall be made without attracting late fees.

d.iv) The responsibility for payment of maintenance charge and other dues shall solely be that of the owner notwithstanding any arrangement he/she may have entered into with his/her tenant or other occupant.

d.v) If an owner's maintenance and or other dues, reckoned from the due date, (regardless of the amount) remain unpaid for two or more months, the Executive Committee is empowered, after serving due notice to the owner/tenant, to suspend services that are provided by the Association commonly to all owners, as permitted by the laws of the land, such as water supplied by the Association, emergency power supply, services for garbage disposal, distribution of mail, payment of Utility bills, use of elevators and access to swimming pool/sports complex etc. The Executive Committee is also empowered to suspend other services as may be permitted by the laws of the land enacted in the future. If payment of such dues is being made by a tenant, on behalf of the owner, and there have been frequent delays/ defaults in payment of such dues, Executive Committee may, besides imposing late fees as indicated above, require the owner to terminate the tenancy of the tenant, after giving such notice as may be required under the tenancy agreement, in the interest of congenial atmosphere and proper maintenance of the common areas and facilities.

d.vi) The owner/tenant is liable to pay reconnection charges when water supply to his apartment is resumed by the Association on payment of dues for the nonpayment of which water supply was stopped. The Executive Committee will decide the quantum of reconnection charges from time to time.

d.vii) Every apartment owner shall pay dues by way of water tax and water charges to the Metro-water Board promptly since any default in this regard might involve disconnection of water supply to the entire Building. Any such default would also attract action by the Association as contemplated in subsection above. Every apartment owner shall also pay promptly and within the due date dues to the State Government or any other statutory body which would have a bearing on the provision, by the Association, of common services and facilities to its members. In the event of the Association paying up the water-tax and water charges dues on behalf of a member, in the interests of its members, such payment should be promptly reimbursed to the Association by the concerned Member together with the Late fee, payable, if any; failure in this regard would attract action under subsection (v) above.

d.viii) Every apartment owner shall, notwithstanding his waiver of the use or enjoyment of any of the common areas and facilities, be liable to be charged for the common expenses till the General Body decides otherwise at its Annual General Meeting.

11. TERMINATION OF MEMBERSHIP:

A person shall cease to be the member of the society

- a) In the event of his/her death or voluntarily resignation**
- b) If he / she convicted of any criminal offenses such as homicide theft rape, robbery and murder.**
- c) If he/she is not admitting the rules and regulation does not believe in aims and objectives of the society.**
- d) If executive committee feels that the member is indulging in any activity that may harm the interest of the society, it can terminate the membership of the member provided that the decision has two third majority of the Executive committee and approved the next by general body. In this case, all deposits by the member will be forfeited.**

12. RESIGNATION FROM THE MEMBERSHIP

- a) Resignation of a member shall be tendered to the president or secretary in writing and it shall take an effect when the president has accepted such resignation.**

13. TRANSACTION OF THE BUSINESS OF THE SOCIETY

The Executive committee shall do day to day transaction of the society:

- a) The business and affairs of the society shall be carried out and managed by office bearer of the Executive Committee of the society. The Executive committee shall have the power to determine the**

application of funds to carry out the objectives of the society and accountable to the general body.

b) The Executive committee has the power to appoint staff for execute work of the society and also to frame service rules for such staff.

14. GENERAL BODY

a) Member of the society will constitute the general body.

15. EXECUTIVE COMMITTEE

a) The administration of the society is vested in the executive committee, which consist of 8 (Eight) memberships.

b) The executive committee member will be elected by the members of the general body at the general body meeting or nominated by the elected president and elected secretary.

c) The term of the member of the executive committee will be one year.

d) The meeting of the executive committee shall be held at least once in three months.

e) The notice for the executive committee meeting shall be issued 7 days prior to the meeting. The quorum to the meeting shall minimum 3 members of executive committee. If an emergency, President can call an ad-hock executive committee meeting.

f) For any decision to be made that comes up for voting there should be a quorum.

g) The president will decide how decision will be made. A majority of votes is sufficient and voting can be secret ballot. Each member only has one vote. Proxy votes are not permitted.

h) Question arising at any meeting shall be decided, in case of any equality of votes; the president shall have a second or casting vote, in addition to his own vote.

i) Minutes: The executive committee shall cause minutes to be duly entered in the books, especially provided for the purpose.

i.i) Of all appointments and registration of their members.

i.ii) Of names of the members present at each of the meeting of the society or of any committee of persons of the Executive Committee.

i.iii) Of all resolution and proceeding of general meeting and of all other meeting of the society.

i.iv) Of all orders made by the members of the society and the Executive committee.

i.v) Of any matter as decided by the Society.

i. vi) For resolutions on financial matter and our check signing authority.

16. TERMINATION OF EXECUTIVE committee MEMBERS

A executive committee member shall cease to be a Executive Committee member.

a) If he / she dies, resigns or his / her term expires

b) He / she are adjusted insolvent.

c) He / she are convicted by a court of court of a criminal offence. Such as homicide theft, rape, robbery and murder.

d) He / she becomes unsound mind or physically unfit, or unable to act as executive committee member.

e) If he /she absent him /herself from five consecutive meetings of the executive committee without informing the president about his/her reason of the absence.

f) If he/ she cease to be the member of the society

g) If he / she doesn't believe in the objective of the society.

17. ELECTION CRITERIA FOR EXECUTIVE COMMITTEE MEMBERS

a) All the people attending annual general meeting are eligible to stand for the election provided that they fulfill the criteria of the Executive Committee members.

b) The candidate must be willing to devote a reasonable amount of time to commit to the societies obligations and be able to attend the Executive Committee meeting.

c) Should abide by the rules, regulations and objectives of the Society.

d) Should not be a defaulted in paying subscription.

18. ELECTION PROCEDURE FOR THE MEMBER OF EXECUTIVE COMMITTEE

a) The election of the Executive Committee shall be conducted in the general body meeting.

b) The perspective candidate must be nominated by a member of the society and seconded by another member.

c) The candidate must accept and defend his/her candidature orally presenting him/ herself and fulfilling the election criteria.

d) Every member present at the meeting can vote.

19. MODE OF SUCCESSION FOR MEMBER OF EXECUTIVE COMMITTEE

a) When the tenure of Executive Committee expires.

b) In case he/ she resign or die. Then his/her place shall be filled by the member of Executive Committee who is elected by majority of the members of the General Body.

20. ELECTION AND DUTIES OF THE OFFICE BEARER OF EXECUTIVE COMMITTEE

a) The member of the society shall elect a President, Secretary, Treasurer and Five Executive Members, total of eight members.

b) PRESIDENT

b.i) The president shall preside over all the meetings of the members of the society and the executive committee and shall supervise the functioning of the society.

b.ii) He/ She shall be the in charge of making drafts for the society.

b.iii) He/ She shall represent the organization. He is the offing to sue or to be sued.

b.iv) He/ She shall have the legal responsibility of society.

b.v) He/ She shall represent the society.

b.vi) He/ She shall be overall responsible for the society.

c) SECRETARY

- c.i) The Secretary shall be responsible for day-to-day affairs and activities of the society.
- c.ii) He/ She shall be responsible for the correspondence of the society and implements the decision of the executive committee of the society,
- c.iii) He/ She shall assist President in making drafts for the society,
- c.iv) He/ She shall call/convene the meeting.
- c.v) He/ She shall be the signatory for the official and legal documents.
- c.vi) He/ She shall maintain the day-to-day records.
- c.vii) He/ She shall present the reports in meeting including general body meetings.

d) TREASURER

- d. i) He/ She shall be responsible for:
- d.ii) The supervision and control of the accounts. He/ She shall operate of the accounts of the society together with the president.
- d.iii) For getting the accounts of the society audited annually by an auditor appointed by the society.
- d.iv) For the preparation and presentation of the annual accounts and the budgets to the executive committee.
- d.v) For the management of the assets.
- d.vi) For advising the executive committee in regard to the fund raising policies of the society.
- d.vii) Joint signatory on the cheques.

21. POWER OF EXECUTIVE COMMITTEE

- a) Shall carry out general policies laid down by the general body.
- b) Shall take decisions of all matters of importance subject to the approval of the general body.
- c) Shall frame rules and policies not inconsistent the byelaws of society for running society smoothly and efficiently and in a disciplined manner.

22. GENERAL BODY MEETING

- a) The general body meeting of the society shall be held on or before September i.e. within Six month after the expiration of the financial year.
- b) The date, time and place may be decided by executive committee such a meeting shall be called as the "Annual General Meeting ".

c) Extra-ordinary general body meeting:

The Executive committee may at any time call an extra-ordinary general body meeting of the society within 21 days notice shall call in accordance with such requisition, shall have power to call such meeting, duly complying with all the requirements.

d) Notice of any general body meeting:

Notice of every such general body meeting shall be given to all members 21days before three meeting.

The notice shall contain the day, hour, and place and object of the meeting, and in case of any amendment of a bye-law or objects of the society as contained in the memorandum is intended the proposal shall contain a copy of every such amendment.

23. BUSINESS OF ANNUAL GENERAL MEETING

- a) Receiving program and presenting the audited accounts to the members for its approval and adoption.
- b) Executive committee will facilitate discussions among the members and if necessary, among the rules and regulations of the society,
- c) Any other appropriate business.

24. PREPARATION AND FILING OF RETURNS

- a) The necessary return under Sec 16(3) b and statements required to be filed with the Registrar concerned shall be prepared and filed by the general secretary of in his absence by the President.

25. ACCOUNTS

- a) The Financial year of the society shall be 1st April to 31st March.
- b) The Executive Committee shall cause true and correct accounting to be kept of the sums of the money received and the expenditure by the society and the matter in respect of which such receipt and expenditure takes place and if the assets and the liabilities of the society and of the sales and purchase of goods by the society and members shall be entitled to examine and inspect the same after obtaining the permission of the President of free of charge. The books of account shall be kept at the registered office of the society or such other places at the society shall determine.
- c) The bank account at the society will be opened and operated in any nationalized or scheduled bank.
- d) The accounts of the society shall be kept in the form and on the line laid down by the statutory regulations I their regard and shall be audited in the manner described by these rules and regulations. Once at least, in every year, the executive committee shall lay before society in its annual general meeting audited accounts of the society made up to date, not later than six months, after the close of the financial year to which such an accounts pertain.

26. AUDIT

- a) Once at least every financial year the accounts of the society shall be examined and the correctness shall be examined and correctness thereof ascertained by an auditor. No person shall be appointed to the office of the auditor of the society unless; he is member of Chartered Accountants of India Constituted under the Charged Accountant Act of 1949.

27. THE FUNDS OF THE SOCIETY

- a) The funds of the Society shall be invested in a Nationalized Bank or Scheduled Bank or Banks and such accounts shall be operated jointly by the committee members as may be decided by the Executive Committee from time to time.
- b) The funds of the society shall be invested only in such investments as are authorized under the provisions of the Societies Registration Act - 1975.

28. SUPPLY OF COPIES OF BYE-LAWS

- a) The copies of bye-laws, income and expenditure statement and balance sheets will be supplied to members during the Annual General Body meeting.
- b) Members can also request for these documents by moving requisition to the President. In such cases the documents will be provided charging the actual expenses occurred in Photocopying those Documents.
- c) Fine/Action to be taken on members who violates bye-laws or rules:
- d) Members found guilty of violations of all are any of the bye-laws of the society or rules framed by the Executive Committee, will be removed from the society by a resolution passed by the majority of the members of the Executive Committee.

29. STATUS OF SOCIETY

- a) It is a non-profit making organization.

30. AMENDMENTS, RULES AND PROCEDURE

- a) Amendments to the bylaws rules and regulations of the society may be proposed and amended in the general body meeting.

31. DEFINITIONS

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

- a) "COMPLEX" means the building known as "PUSHPADRUMA, 106, Rajiv Gandhi Salai (OMR), Kalavakkam, Tiruporur 603110", all the structures, buildings to be constructed; civil, mechanical, electrical and other constructions now existing or in future to be put up and erected in the above premises including the open space in and around the building in the premises as the common area.
- b) "Association" or "Society" means the association constituted by all the members, who are apartment owners, for the purpose of the building;
- c) "Owner" means a person who owns an apartment in the Building, PUSHPADRUMA
- d) "Member" means a member of the Association who is owner of an apartment in the building and whose name has been included in the Register of members maintained by the Association and includes his/her father/mother/ spouse/son/ daughter: If the apartment has been purchased jointly by two or more persons, they shall be joint owners and either of the persons (as intimated in writing to the Association) shall be the member for the purpose of the affairs of the Association and for the entitlement to vote.
- e) "General Body" mean all the members of the Association;
- f) "Executive Committee" means the governing body of the Association consisting of persons all of whom shall be members;
- g) "Year" means the financial year, April to March.
- h) "Common area and facilities" means:
 - h. i) The land on which the "Complex" is situated and all easements, rights and appurtenance belonging to the land and building.
 - h. ii) The foundation. Columns, girders, beams, supports, main walls, roofs, halls, corridor, lobbies, stairs, stairways, fire escapes, entrances and exits of the building
 - h. iii) The basements, cellars, yards, gardens, parking areas (excluding those in the basement paid for

by owners for their exclusive use) and storage spaces

h. iv) The premises and area used by persons employed for the executive of the property

h.v) The installation of central services such as generators, power, light, gas, hot and cold water, heating, refrigeration, air conditioning, incinerating and sewerage.

h.vi) Elevators, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use.

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

i) "Act and Rules" wherever they occur shall respectively mean "The Tamil Nadu Societies Registration Act, 1975" and "The Tamil Nadu Societies Registration Rules, 1978"

j) "Committee" means the Committee of Executive or other directing body to which the management of the affairs of the association is entrusted.

k) "Parking Space" means the space either open or covered within the complex earmarked by it for parking of vehicles including two wheelers and includes a covered car parking area owned by a member.

l) "Prescribed form" means the form prescribed by the Association and detailed in the Annexure hereto

m) "Reserve Fund" shall mean the fund created under the byelaws.

n) Note: In these byelaws, rules and regulations, the words used in masculine gender and in singular characters shall, wherever the context requires, mean the plural character and the other gender respectively.

32. DISSOLUTION

a) The society may by special resolution determine that it shall be dissolved and there upon the society shall be dissolved forthwith. If upon the dissolution there shall remain after the satisfaction of all its debits and liabilities and property what so ever the same shall not be paid or distribute the amount to the members but shall be given to some other registered society, having the same or similar objects to be determined by the society. The Society shall stand dissolved as per procedures laid in section (41) & (42) of the Tamil Nadu societies registration Act 27 of 1975.