

MEMORANDUM OF ASSOCIATION

Aroma Garden Property Owners Welfare Association

OBJECTS

- To maintain, preserve, repair of all common properties, assets, amenities, including open land, open spaces, building, trees, walls, structures, fixtures, fittings, ways, wells, water course, ditches, compound Walls, drainage, lights, privileges, easements, advantages, appurtenances, facilities and conveniences, whatsoever appertaining to the Homes/ Property and to introduce other facilities which are not covered under this clause and to ensure security and tranquility of the residents of Aroma Garden.
- To construct or cause to be constructed buildings or other works of common utility to the members of the Association including additions or alterations.
- To function as representatives in charge of all commonly owned assets, properties, amenities, facilities inclusive of the land.
- To raise funds by way of maintenance charges, donations, additional funds, whenever necessary, to finance the objects described above and hereunder.
- To protect the interest of the residents in the matter of provision of civil amenities, promotion of peaceful living in harmony with nature.
- To promote and safeguard the members rights, interests and privileges and to promote thrift, self - help and mutual cooperation among the members.
- To do such things as may be considered to be incidental to the above objects.

We are members whose Names and signatures are subscribed hereunder are willing to form into a Society under the Tamil Nadu Societies Registration Act, 1975 and to register the same under the above Act.

BYE - LAWS

1. NAME OF THE ASSOCIATION	AROMA GARDEN PROPERTY OWNERS WELFARE ASSOCIATION
2. REGISTERED OFFICE OF THE ASSOCIATION	EL REFUGIO, PLOT # 19 & 20 AROMA GARDEN AUROVILLE MAIN ROAD AUROVILLE, TAMIL NADU. 605101
3. DATE FORMATION	16.09.2019
4. JURISDICTION OF THE REGISTRAR	DISTRICT REGISTRAR, TINDIVANAM
5. WORKING HOURS	11:00 A.M - 4:00 P.M

6. OBJECTS

- a) To maintain, preserve, repair of all common properties, assets, amenities, including open land, open spaces, building, trees, walls, structures, fixtures, fittings, ways, wells, water course, ditches, compound Walls, drainage, lights, privileges, easements, advantages, appurtenances, facilities and conveniences, whatsoever appertaining to the Homes/ Property and to introduce other facilities which are not covered under this clause and to ensure security and tranquility of the residents of Aroma Garden situated on Auroville Main Road, Auroville, Tamil Nadu 605101.

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- a) To construct or cause to be constructed buildings or other works of common utility to the members of the Association.
- b) To function as representatives in charge of all commonly owned assets, properties, amenities, facilities inclusive of the land, common built and unbuilt areas.
- c) To raise funds by way of maintenance charges, donations, additional funds, whenever necessary, to finance the objects described above.
- d) To overall protect the interest of the residents in the matter of provision of civil amenities.
- e) To promote and safeguard the members rights, interests and privileges and to promote thrift, self - help and mutual cooperation among the members.
- f) To do such things as may be considered to be incidental to the above objects.
- g) Changes in the Bye -Laws, addition or deletion, will be made as and when required by the Executive Committee / General Body.

7. THE PRESIDENT of the Association is empowered to give directions regarding the business of the Association.

8. THE ASSOCIATION shall sue or be sued in the name of the Secretary/President.

9. MEMBERSHIP

- a) All the property Owners and their authorized Representatives are members of the Association automatically.
- b) The owner of the property shall not let out or cause to be let out their home for any other use whatsoever other than residential. The owners shall not use their property for any commercial purpose or as a godown or anything that involves heavy vehicular transports under any circumstances. Since this is a residential farm house community any commercial activity requires specific review and permission of the Executive Committee of the Association and the promoters. The owner shall strictly adhere to the guidelines of the Association. Any reasonable prior commitment by the promoters to the buyer shall be honored.

c) MAINTENANCE CHARGES

Every member shall pay the Maintenance charges as fixed by the Association, not later than the 31st January of the Calendar year by cheque or cash. Advance payment of Maintenance charges is permitted. Arrears of maintenance charges shall automatically create a charge over the property of the owners, who has/have defaulted the payment of maintenance charges, covering the entire arrears of the maintenance charges. The said charge shall sustain over the said property till the owner of the same pays the entire arrears with find and restoration charges to the Association.

10. REMOVAL OF THE MEMBERSHIP:

- a) Failure to pay maintenance fee.
- b) A member can be removed from membership on the basis of a resolution passed by the committee on the ground that he/she acts against the interest of the Association or behaves in a manner prejudicial to the dignity of the Association. Executive committee's decision in all such cases shall be final and binding.
- c) Any member shall cease forthwith to be a member in the event of his/her/their transferring the ownership of the property.
- d) If any member who has arrears for more than 12 months in payment of maintenance charges/fees as may be stipulated by the association or if any member commits breach of his/her/their obligations herein whatsoever he/she/they shall be denied use off Road by Car, two wheeler and other common amenities to his/her/their property enjoyed by the other

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members of the association, including maintenance gardener, servant etc. Such amenities shall not be restored until the arrears are cleared or necessary steps are taken by such member who is in default to remove the effect of such breach of obligation, in addition to the default fee of RS.100/- for under each month of default, Rs.1000/- towards restoration charges shall be paid by the defaulter to the Association.

11. RIGHTS, OBLIGATIONS AND PRIVILEGES OF MEMBERS:

- a) The Owners of the Homes/property shall not let out or cause to be let out or use their property for any other use whatsoever other than purely residential. Any Commercial Rentals or Commercial Activity by Non-Owners is strictly prohibited due to liability issues for the society. Any Commercial Activity by the Owner requires specific permission of the Executive Committee Members of the Association and needs strict adherence to the guidelines of the society.
- b) Members have the right to attend all General Body and extraordinary General Body meetings when convened and to vote at all such Meetings. Only Home Owners or authorized representatives are eligible to be elected members of the committee.
- c) All members shall abide by the Rules and Regulations of the Association and shall contribute to the development of the Association.
- d) The liability of the maintenance charges/fees or any other charges/fees as fixed by the General Body shall at all time be the liabilities of the property Owners, irrespective of any provisions in the agreement, if any, between the owner and the tenant.
- e) Shall cooperate in the matter of security and safety of all concerned, conform to the Bye-Laws in relation there to and to all the rules as may be framed from time to time by the General Body.
- f) Shall exercise utmost economy in the use of water and avoid its waste.
- g) Shall not use the Roads, common areas for storing materials. Overnight parking of commercial vehicles for prohibited on all streets.
- h) Shall not throw and shall also prevent their servants from throwing garbage, Waste paper, vegetables or other food products, cigarette butts, etc., on other properties.
- i) Shall adhere to the Association's guidelines on waste management.
- j) Shall prevent their servants from loitering in common area or from quarrelling with servants of other Home Owners and occupiers. All members/occupiers shall be responsible for the conduct and discipline of their respective servants.
- k) Shall not play or allow their family members, guests or children to play any games including cricket within the community, except park and other areas designated for this purpose, which results in the risk of missiles or other flying objects, damaging or breaking window panels, cars, two wheelers, light fittings etc, or nuisance to the residents.
- l) Shall use the Road in such a manner that other users are not inconvenienced in any manner in bringing in or taking out their vehicles.
- m) Shall, before transfer of ownership of the property either by way of sale or otherwise, settle all his/her/their dues to the Association and a No Due Certificate from the Association must be obtained. After the purchase, the prospective owner shall automatically become a member of the Association and abide by the rules and regulations of the Association. If the property sold without setting the dues payable to the Association, then it will be a charge over the property and the prospective owner (Purchaser) shall pay the entire dues payable by the previous owner (i.e. the vendor the prospective Owner) to the Association within 15 days from the date of the purchase of the property by the prospective Purchaser. If the prospective Purchaser fails to pay the due within 15 days, he/she shall not be entitled to enjoy the common facilities and amenities including Road, Water, etc. Such due shall be a charge over the property.
- n) Shall not use any public address system/loudspeakers/ or other Audio System in such a manner as will cause noise pollution or be a nuisance to other owners/occupants.
- o) The Office bearers/members of Association of Aroma Garden shall not either prevent or obstruct the free use of Main Road running through Aroma Garden or exercise any control or make any

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claim in any manner in respect of remaining property owned & possessed by Mr. Anbarasan in Re-Survey No: 426/174 & 175; 426/1F1 in the campus of Aroma Garden.

12. MANNER OF TRANSACTING BUSINESS:

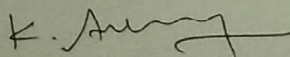
- a) The secretary of the Association is empowered to transact all the business of the Association in conformity with the objects of the Association. However, he/she shall also present an annual report and audited accounts or each past year and a broad programme and budget for the ensuing year. The treasurer shall manage the finances of the association as directed by the board while adhering to the state and central laws and regulations. The president shall have the directions to amend or discontinue any programme or accept and carry out any fresh programme.
- b) Decision of the General Body meetings shall be made by simple majority of members present and in the case of a tie, by a casting vote by the President, save in the case of Special Resolutions.

13. EXECUTIVE COMMITTEE:

- a) The General Management and control of the affairs of the Association shall vest in the Executive Committee consists of the President, One Secretary, One Vice President, One Treasurer and four Committee Members.
- b) The Executive Committee Members shall be persons who are above 21 years of age and shall be the property Owners or his/her authorized representative.
- c) The Minimum Number of the Executive Committee Members shall be Seven.
- d) One term means a total of two years from the date of election.
- e) All elected members retiring at the end of the two year term are eligible for re-election. All members of the executive committee shall continue in office even after the expiry of the terms of Office until successors are elected.
- f) All elected members retiring at the end of the 3 year are eligible for re-election. All members of the executive committee shall continue in office even after the expiry of the terms of Office until successors are elected.
- g) An elected member of the Executive Committee may resign at any time by sending a letter of resignation to the President but such resignation shall take effect only from the date on which it is accepted by the Executive Committee.
- h) Should a member of the Executive Committee absent in himself/herself from three consecutive meetings of the Committee without leave of absence from the Committee, he/she shall cease to be a member of the same unless a Majority of the remaining Committee members decide otherwise. However if a member of the Executive Committee absent himself/herself from more than three consecutive Meetings of the Committee without leave of absence, he/she shall cease to be a member of the Committee. Such cessation shall be ratified at the ensuing General Meeting.

14. POWERS AND DUTIES OF EXECUTIVE COMMITTEE:

- a) To admit Members.
- b) Take action for removal of Membership (Refer to section 10 Removal of Membership)
- c) To authorize any expenditure and behalf of the Association and to scrutinize the accounts once in the three Months. Money shall be spent for any object of the Association only with the approval of the Executive Committee.
- d) To take such other actions as may be necessary in the interests of the Association.



- e) To meet at least twice a year or as often as may be necessary to transact the business of the Association.
- f) To open and close banking account in the name of the Association in a nationalized or government approved bank and operate the same. To deposit/invest funds in approved fixed/term deposit/securities as per the Act, renew the same, pre-close the deposits/securities and receive money, withdraw funds on maturity of deposit/securities, etc.
- g) It shall be responsible for the proper investment of the funds maintenance of accounts and the General Management and well-being of the Association.
- h) To pass Resolutions by circulation of papers to the members and such resolutions shall be deemed to have been passed at a regular meeting of the Executive Committee.
- i) The Executive Committee jointly and severally empowered to represent the Association and the members/Owners of Aroma garden regard to their common interest before Government, Quasi Government, and Judicial Public Authorities or against third parties.
- j) The Executive Committee is empowered to prosecute, defend or prefer appeals complain on behalf of the Association against third Parties, Property Owners for dues recoverable from them and for any other contingencies, incidental to the objects of the Association.
- k) The Executive Committee is empowered to administer the Association as per the objects and purpose above mentioned.
- l) The member of the executive committee including the office-bearers shall not be held responsible or liable either jointly or severally for any act or acts done in good faith for the proper furtherance of the objects of the Association.

15. MEETING OF THE EXECUTIVE COMMITTEE:

- a) The Quorum for the Meetings of the Executive Committee shall be 1/3.
- b) A decision all the meetings shall be a majority of the members present.
- c) All meetings shall be presided over by the President or in his/her absence the chairperson shall be elected by the members present at the meeting.

16. DUTIES AND RIGHTS OF OFFICE BEARERS:

- a. PRESIDENT: THE PRESIDENT SHALL HAVE POWER:
 - i. To preside over the meetings of the General Body and the Executive Committee.
 - ii. To convene a meeting of the General Body in consultation with the Executive Committee.
 - iii. To exercise General supervision over the affairs of the Association, guide and advise the other office bearers in the proper discharge of their duties and functions and meetings of the Executive Committee.
 - iv. To do such other things as may be necessary to promote the well-being of Association in consonance with its object and within the purview of these rules.
- b. VICE PRESIDENT:
 - i. The Vice President shall assist the President in all his/her duties and shall exercise the power of the president in the absence of the President.
- c. SECRETARY:
 - i. He shall sign all communication and conduct all correspondence all on behalf of the Association.
 - ii. He shall maintain the register of members of the Association up-to-date.
 - iii. He shall maintain and keep the minutes of the meetings of the Executive Committee and of the General Body of the Association.
 - iv. He shall prepare the Annual report of the Association for Presentation before the next General Body meeting along with the statement of accounts, notice to the Annual General Meeting and the Agenda at least 21 days before the Annual General Body Meeting.

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- v. To call upon members to contribute monthly/quarterly/bi-annually or from time to time, by the Association at General Body for all common expenses.
- vi. To represent with the approval of the executive committee and the members, owners of the complex in relation to their common interest before the Urban Land Tax, Municipal Authorities, etc., in relation to common rights and interests.
- vii. To be responsible for the administration, appointment and dismissal of staff and for taking action against members who violate the rules and Bye-Laws of the Association with the approval of the Executive Committee of the President.

d. **TREASURER:**

- i. The Treasurer or his Staff, or an appointed supervisor or manager, shall maintain all the Accounts Books, vouchers and receipt of various forms of income and Expenditure of the Association. The Accounts shall be maintained in English.
- ii. Treasurer shall submit for the adoption of the Executive Committee at their Meetings a detailed account of the receipts and disbursements of the association duly checked and signed. He/She shall also place before the Annual General Body a balance sheet for year signed by himself, the President and the Secretary and duly certified by an auditor.
- iii. He or the supervisor shall not keep in these hands an amount exceeding Rs. 1000/- (Rupees one thousand only) but shall deposit all sums in excess of this amount in the name of the Association with a bank or banks that are approved by the Executive Committee.
- iv. The Treasurer shall not pay any bill for payments unless it's signed by the Secretary or the President.

17. FILLING OF DOCUMENTS:

The Secretary of the Association will prepare and file the necessary records required with the Register of Societies.

18. ACCOUNTS AND AUDIT:

The Accounts shall be maintained by the treasurer according to rules 18 and 19 of the society are from April to March every year. The qualified auditor or auditors of the Association will be appointed at the General Body Meeting to audit the accounts of the Association for the suing year.

19. SUPPLY OF DOCUMENTS:

Copies of Bye-Laws, the receipt and Expenditure Accounts and the balance sheet will be supplied to the members at free of cost, when requested.

20. SPECIAL FUNDS:

No funds were earmarked specifically at present by the Committee for the purpose of making provision for a dependent of a deceased or disabled members as laid down in section 25 of Registration Act, 1975.

21. FUNDS OF THE ASSOCIATION:

- a) General Funds of the Association shall generally be deposited in a Scheduled Bank/s of Nationalized Banks approved by the Executive Committee and/or as per the Act and the Bank Accounts shall be operated by any TWO of the following:

PRESIDENT or SECRETARY jointly with TREASURER.

- b) Any interest accruing thereof shall be credited to the common fund and used for the purpose of the Association and its administration thereof.

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22. DAY TO DAY TRANSACTION OF THE BUSINESS OF THE ASSOCIATION:

Supervisor can have a petty cash Amount of Rs. 1000/- (Rupees One Thousand only) to meet the day to day expenditure of the Association.

23. GENERAL BODY MEETING:

- a) Annual General Body Meeting shall be conducted once a year within Six Months, or before September after the closing of the financial year of the Association, i.e. April to March. 21 days clear notice shall be given to members by post. The notice shall specify the date, hour and place of General Body. The Quorum for the General Body Meeting shall be 1/3 of total members of the Association.
- b) If the quorum is not present at the meeting even after 21 days from the time appointed for holding the meeting, the meeting shall be adjourned to follow the same.
- c) The Notice shall specify the date, hour and place of the General Body along with the copies of Audited Balance Sheet, Receipts and Payments Accounts and Income and Expenditure Accounts.

24. POWERS OF THE GENERAL BODY:

- a) The General Body shall have power to elect the members to the Executive Committee of the General Body Members.
- b) To elect an Auditor to audit the accounts.
- c) To pass the Audited statement of account.
- d) To receive and adopt the Annual Reports.

25. EXTRA ORDINARY GENERAL BODY MEETING:

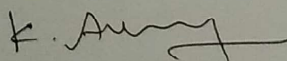
An Extra Ordinary General Body Meeting of the Association may be convened by the President for any specific purpose or a written requisition to the Executive Committee by at Least 1/3rd of the members of the Association. Notice 21days and quorum $\frac{3}{4}$ of members present will be same to that of General Body Meeting. In default, such meeting may be convened by the requisitioners themselves.

26. ADJOURNMENT OF MEETINGS:

If the required quorum is not present at the appointed hour the meeting will be adjourned to the next half an hour. No quorum required for the adjourned and requisitioned.

27. EXHIBITION OF REGISTERS:

The Register of the Members, Books of Accounts and Minutes books shall be kept at the Registered Office of the Association.



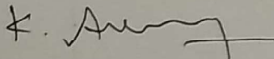
28. MISCELLANEOUS:

All the "common" properties, including open lands, trees spaces, buildings, walls, terraces, structures and facilities therein, fixtures, fittings, ways, Wells, water courses, ditches, compound walls, drains, drainage, lights, that are generally attributable to within the area of operation of the Association, shall be owned by and shall vest with the Association and no member shall have any rights, interests or privileges or benefits or ownership except bare common enjoyment in respect of the aforesaid common property. The common facilities like shall be used by the members, and their family.

29. FOR MATTER NOT MENTIONED IN THIS BYE-LAWS THE PROVISIONS OF THE TAMILNADU SOCIETIES REGISTRATION ACT, 1975 AND RULE 1978 WILL APPLY.

CERTIFIED THAT THESE ARE THE BYE - LAWS OF THE ASSOCIATION.

For AROMA GARDEN PROPERTY OWNERS WELFARE ASSOCIATION.



PRESIDENT