

C-19.



भारत सरकार पश्चिम बंगाल WEST BENGAL

RULES AND BY-LAWS OF PRONAMI OWNERS
ASSOCIATION

Memorandum of Association

1. The name of the Association is Pronami Owners Association
2. The Registered office of the Association shall be situated at 13/A/5/1, Kalikapur Road, Kolkata-700 099, (Prince Park), P.O. Mukundapur, P. S. Garfa, in the District of South 24-Parganas, in the State of West Bengal.



1 JUL 2021

Subhash Ch. Saha
Advocate
Saidah Court

22 JAN 2021

৫০০৭

নং _____ কা _____

স্বাধীন / বিবাদ

স্ট্যান্ডার্ড ডেভেলপমেন্ট প্রাইভেট লিমিটেড
হাউসিং এ. ডি. এম. ব্লক, বকিরা
কলিকতা জেলা, পি. ৩৪ নং থানা

বিবাদী নং _____ হাউসিং প্রকল্প নং _____ কা _____

কর্তা _____ অফিস *Ashim Das*



3. The objects for which this Association has been formed are :
- (a) To frame a scheme for the management and maintenance of all amenities and facilities required for the purpose of maintaining administrating and taking care of the building known as **"PRONAMI"** required by all the co owners in respect of the use and occupation thereof on no-profit/no loss basis;
 - (b) To provide maintenance, repair, improvements and replacement of the common areas and facilities as mentioned in the Deeds of the common areas and facilities as mentioned in the Deeds of Conveyance and otherwise of the owners of the areas of Units and payments thereof;
 - (c) To provide for and do any other thing for the administration of the common areas, common amenities, facilities and other common utility services at Premises No.13/A/5/1, Kalikapur Road, Kolkata-700 099, P.S. Garfa;
 - (d) To enforce, implement and to act on the terms and conditions, stipulations, restrictions and covenants contained in the Deeds of conveyance of the owners of Premises No.13/A/5/1, Kalikapur Road, Kolkata-700 099, P.S. Garfa.
 - (e) To frame and impose restrictions, stipulations and terms and conditions to look after the interest of the owners of the building known as **"PRONAMI"** situate at 13/A/5/1, Kalikapur Road, Kolkata-700 099, P.S. Garfa.



- (f) To collect from the owners expenditure and common expenses incurred or to be incurred for the purpose of maintenance, general upkeep of the common areas, common amenities and facilities at the said building

15. The association shall have the power to utilize the income or corpus of the fund for all or any of the objects and purposes as stated herein ;

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- (h) To invest the monies of the Association in fixed deposits with bank as determined by the executive committee;
- (i) To prepare and provide proper accounts of all kinds of expenses incurred or to be incurred ;
- (j) To promote unity and friendship amongst the owners and to provide them with recreational facilities ;
- (k) To remunerate any person or company for any services rendered to the owners ;
- (l) To employ staff for the upkeep and security of the Building and its assets and to pay their remuneration ;
- (m) To frame rules and regulations for maintenance, management and administration of the Building ;
- (n) To educate the members about their rights, duties and responsibilities ;
- (o) To foster better relationship amongst the flat owners ;
- (p) To take necessary steps for the upkeep and cleanliness of the common sanitary and electrical arrangements in the building and compound therein ;
- (q) To take necessary steps for the maintenance of the building, lifts, lift machine room, semi-underground water reservoir, overhead water tank, water pumps, electrical installations and all other common areas/portions and for payment of taxes payable for the building and fix the contributions to be paid by each owner in respect thereof and to receive and realise the same ;



To take necessary steps for appointment of night guards, darwans, sweepers etc. for the protection and cleanliness of the building.

To represent the members of the Association before Government, The Kolkata Municipal Corporation, Courts of Law

and any other authorities in all matters relating to the building and flats.



- (t) To accept and raise money by subscription and donation or otherwise for the purposes of the Association ;
- (u) To fix and collect the service charges for providing common facilities by the Association to the members,
- (v) To consider and make all decisions in relation to services and service charges in respect of the units;
- (w) For the aforesaid purpose to employ surveyor, engineers accountants and other professionals ;
- (x) To execute and do all works and things required by any statute and comply with the lawful requirements of all authorities affecting the owners or association;
- (y) The Association shall do all or any of the above acts or things as are incidental or conducive to the attainment of any objects or any of them as principals, agents, trustees or otherwise and either alone or in common with others;

(4) **Corpus Funds**-(a) Corpus funds of the Association shall consist of the amount contributed by each of the members as entrance fee will be decided in the Annual General Meeting from time to time.

(b) The Association can have different funds for special purpose as may be decided by the committee members in general meetings and these funds shall consist of amount contributed by the members for the purpose for which the same will be collected.

5. **Membership** -(a) Only the owners of the flats at Pronami shall be entitled become members of the Association ;

the persons, becoming members of the association, shall contribute the amount towards the Corpus funds of the Association, shall also contribute towards the funds formed or created for specific purposes will be decided in the AGM from time to time



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- (c) A member shall be regular in payment of all dues and contributions payable by him/her and interest of delay shall be liable to pay such penalty or interest which may be decided by the committee.
- (d) Every member shall have the right of use of all common passage, facilities and services as a tenant in common as provided by the association;
- (e) Every member shall be responsible for damages caused to the common areas and facilities existing in the Building as other co-owners.;
- (f) The charges payable by the members are as follows :
- (i) Proportionate contribution by the towards maintenance and service charges to be collected on the basis of built up area of the flat/as mentioned in the Deed] and numbers of car parking spaces which will include :
- Maintenance costs of such amount as salaries of the employees , maintenance of assets e.g. pumps, common areas, common electricity charges corporation and/or other statutory taxes;
- (ii) Charges for running and maintenance of generator to be fixed from time to time by the committee of the owners ;
- (iii) Corporation taxes and levies;
- (iv) All kinds of improvements and repair to amenities and facilities ;
- v) Any other charges and /or expenses as may be necessary and decided ;
- g) Membership of the association can only be transferred to the purchaser on transferring of flat owned by the member and the member transferring shall inform the association in writing. Membership will be automatically transferred in favour of the purchaser after payment of all outstanding arrears and dues payable from the seller ;



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- (h) Where a member transfers his / her flat by sale deed, he ceases to be a member of the Association and the purchaser on his/her notifying the purchase the purchaser immediately becomes a member of the Association in place of the transferor ;
- (i) Where more persons than one jointly own a flat such persons shall nominate one of themselves to be member of the Association.
- (j) A member shall have the right to attend the general meeting of the Association and shall have voting right of one vote.

6. Management.—(a) The final authority of the Association shall be vested in the committee. It shall consist of President, Treasurer, Secretary and Committee members, who shall be members of the Association;

(b) All the members of the committee shall elect office bearers of this committee at general meeting of the Association after every three years (from April to March) and they shall retire at the Annual General Meeting in the following year when new office bearers shall be elected;

(c) Vacancies occurred by the office bearer during the year shall be filled up by the other committee members of the Association by consensus;

(d) No member shall be eligible to be elected as office bearer unless his name is proposed by another member and he has paid all his dues to the Association;

(e) The President and in his absence one of the members of the committee shall be Chairman at the meeting of the committee;

(f) Each member shall have one vote. However, if any member has not paid his dues two days before the date of the meeting he/she shall not be eligible to vote;



The committee shall be the governing body of the members, who are owners of the flats at Premises No.13/A/5/1, Kalikapur Road, Kolkata-700 099, P.S. Garfa and in addition to the powers and

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authorities as expressly conferred by these Articles, may exercise all such powers and do all such acts, deeds and things as have been expressly directed to be done in the general meeting;

- (h) The committee shall have the power from time to time to make such rules (not being inconsistent with these Articles) for the management of the Association as they think proper, including imposition of fines for late payment of dues or for damaging properties etc.;
- (i) The committee shall perform the following duties:
 - (a) To consider the Annual Report of the Association;
 - (b) To consider financial statements of Accounts;
 - (c) To consider and approve the annual budget for the next financial year;
 - (d) To determine monthly contributions to be made by each owner towards common expenses;
- (ii) To purchase for the purpose and benefit of the members any asset in replacement or in addition to the existing assets as decided in the general meeting;
- (iii) To purchase all such stores and materials as may be required for day to day maintenance of the building.
- (iv) To remunerate any person or company for services rendered to the owners of the building related to common facilities.
- (v) To appoint and dismiss the employees/servants of the Association;
- (vi) To maintain proper books of accounts, records and register as per the law prescribed for the smooth functioning of the Association for the benefit of the members;
- (vii) To administer and supervise the maintenance and management of the Association;



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- (viii) To make all decisions in relation to any matter provided or to be provided to the building and any reasonable decisions involving the payment of relevant expenditure.

7. Meetings:

(A) Annual General Meeting :- an Annual General Meeting (AGM) shall be convened and held where the following business shall be transacted:

- (i) To consider the Annual Report of the Committee;
 - (ii) To consider and approve the Annual Statements of accounts;
 - (iii) To approve the annual budget for the next year;
 - (iv) To elect the office bearers;
 - (v) To appoint auditors and fix their remuneration;
 - (vi) To consider any other matter of general interest to the members.
- (B) An Extra-ordinary General Meeting shall be held:
- (i) if requisitioned by one-third members;
 - (ii) if the committee thinks it fit to call such meeting in extraordinary circumstances.
- (C) Office bearers shall call meeting of the committee once in a quarter to acquaint members with the activities and/or problems, and discuss matters of common interest and it shall be called a General Meeting.
- (D) Office bearers shall call a General Meeting of the members of the association which shall be held within one month from the end of the accounting year. Each such General Meeting shall be called Annual General Meeting.



(E) Members shall be given notice in advance of at least seven days of the Annual General Meeting to be delegated by the Secretary. In the case of non resident members notice may be posted to his/ her official address at least seven days in advance. A copy of the notice

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shall also be hung on the notice board specifying date, place and time of such meeting.

- (F) Quorum for all General Meetings shall be one-third of total members, unless otherwise provided.
- (G) The Secretary and in his/her absence any committee members as authorised by the President shall properly maintain the minutes of the meeting and circulate the same to all members within seven days of the meeting. A copy of the minutes may be hung on the notice board.
- (H) The agenda for each meeting shall be specifically mentioned in the notice.

8. **Constitution of office bearers and their functions-** (i) There shall be office bearers in respect of the Association to carry on its objects, affairs and business and to exercise all such powers of the Association. The office bearers shall constitute (i) President (ii) Treasurer and (iii) Secretary;

(ii) Subject to the final authority of the committee it shall be the duty of the office bearers to do all such acts, deeds and things and take all such steps as may be necessary and expedient for carrying out purpose of the Association.

(iii) The office bearers shall be directly responsible for—

- (a) The care, upkeep, maintenance, repairs, improvement and replacement of the common areas and facilities.
- (b) Collection of money including arrears due from each owner on account of monthly assessment towards common expenses.
- (c) The proper maintenance of funds and accounts of the Association.
- (d) Hearing and dealing with all complaints.

9. **Financial.**—(a) All monies received shall be kept suitably in bank accounts, except a petty cash account to be maintained by the



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Treasurer. The signatories for opening and operating the bank accounts shall be the President, Secretary and Treasurer, jointly by any two of them;

- (b) The committee shall keep true accounts of all sums of money received and accepted by the Association and all the assets, debts and liabilities of the Association;
- (c) At the Annual General Meeting every year the committee shall lay before the members Income & Expenditure Account and Balance Sheet of the Association for the year ended 31st March of every year. All books of accounts shall be open for inspection by any member;
- (d) The budget for succeeding year shall be passed in the Annual General Meeting;
- (e) The committee shall have full power to authorise only budgeted expenditure and any expenditure beyond that account shall be approved at the Annual General Meeting or at the General Meeting;
- (f) The treasurer shall keep the expenditure account on monthly basis and report any variations to the committee in writing;
- (g) All the surplus, if any, of contribution over expenditure shall be transferred to Contingency Fund.

10. **General.**-(a) Any complaint/letter received from the members shall be discussed at the committee meetings and suitably replied.

(b) All members shall observe decorum at the meeting and allow all members to express their opinion freely.

(c) These rules and by-laws can only be altered at an Extraordinary General Meeting specially called for the purpose where at least one-third of total members are present and approve the alterations.

(d) I certify that this is the correct copy of the Rules and By-laws of the Association.



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: Name of the Flat Owners are given below :

Signature

- (1) Smt. Shibani Sarkar (Flat No. 1/A) _____
- (2) Sri Monoj Kanti Majumdar (Flat No. 1/B) Monoj
- (3) Smt. Mitali Sinha (Flat No. 1/C) _____
- (4) Sri Debraj Mondal (Flat No. 1/D) Debraj
- (5) Smt. Sayantika Bhowmick (Flat No. 1/E) _____
- (6) Smt. Kakoli Bhattacharyya (Flat No. 1/F) Kakoli Bhattacharyya
- (7) Sri Krishnendu Saha (Flat No. 1/G) K. Saha
- (8) Smt. Sucheta Choudhury (Flat No. 1/H) Sucheta Choudhury
- (9) Sri Raj Kumar De Bhowmik (Flat No. 1/I) Raj Kumar de Bhowmik
- (10) Smt. Ritapa Roy Banerjee (Flat No. 2/A) Ritapa Roy Banerjee
- (11) Sri Pradipta Kar (Flat No. 2/B) Pradipta Kar
- (12) Smt Jaya Roy Barman (Flat No.2/C) Jaya Roy Barman
ROMAN ROY BARMAN
- (13) Sri Chandidas Gharami (Flat No. 2/D) _____
- (14) Smt. Sumita Paul (Flat No. 2/E) Sumita Paul 20.06.2021
- (15) Sri Sital Chandra Das (Flat No. 2/F) S. Das 20.06.2021
- (16) Sri Goutam Halder (Flat No. 2/G) Goutam Halder 20.06.21
- (17) Sri Kousik Mallick (Flat No. 2/H) K. Mallick 20.06.2021
- (18) Sri Soumitra Bhattacharya (Flat No. 2/I) Soumitra 20.06.2021
- (19) Sri Bimalendu Bhowmick (Flat No. 3/A) Bimalendu Bhowmick
- (20) Sri Shamik Datta (Flat No. 3/B) Shamik Datta
- (21) Sri Tanuka Datta (Flat No. 3/C) _____
- (22) Sri Mousumi Nandi Chatterjee (Flat No. 3/D) Mousumi Nandi Chatterjee
- (23) Smt. Sukla Debnath (Flat No. 3/E) Sukla Debnath
- (24) Sri Sujoy Biswas (Flat No. 3/F) Sujoy Biswas (20/6/21)



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(25) Sri Gourava Taraphder (Flat No. 3/G)

(26) Smt. Sudeshna Bharja (Flat No. 3/H)

(27) Sri Tapan Sikder (Flat No. 3/I)

(28) Sri Niloy Sarkar (Flat No. 4/A)

(29) Sri Nihar Ranjan Bhattacharyya (Flat No. 4/B)

(30) Sri Kaushik Sarkar (Flat No. 4/C)

Chandrakumar Samanta (Flat No. 4/C)

(31) Sri Kartick Chandra Khan (Flat No. 4/D)

(32) Smt. Debasmita Mukherjee Sengupta (Flat No. 4/E)

(33) Smt. Juthika Ghosh (Flat No. 4/F)

(34) Sri Prasanta Ghosh (Flat No. 4/G)

(35) Sri Utpal Mondal (Flat No. 4/H)

(36) Smt. Putul Das (Flat No. 4/I)



Tapan Sikder 20/07/21
Niloy Sarkar 20/07/21

Chandrakumar Samanta

Debasmita Mukherjee

Prasanta Ghosh

Utpal Mondal

Putul Das

CONCRETE INDIA

Subrata Karmakar
Partner

Confirming Party



SUBRATA KARMAKAR

Subrata Karmakar

ADVOCATE

Advocate

L. T. L. 43(Signature(s) of the
Executive attested by me on identification)

B.K. NASKAR

B. K. NASKAR

Notary, Alipore

Govt. of West Bengal, Regn. No. 1021/2007

Alipore Police Court,
Kolkata - 700027

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