

**MEMORANDUM
OF
ASSOCIATION**

1. **NAME :**

The name of the Association shall be _____.

2. **REGISTERED OFFICE :**

The registered office of the Association shall be situated at _____ in the State of West Bengal.

3. **AIMS AND OBJECTS :**

The objects for which the Association is established are:

- a) TO protect the interests of the persons who have purchased and/or have agreed to purchase (hereinafter referred to as **the Member** a residential flat in the multi-storeyed building (hereinafter referred to as **the Building** being constructed on the portion of Premises No. _____ (hereinafter called the '**said premises**' and for the said purpose amongst others to do the following :
 - i. TO deal with the Promoters of the Building for the purpose of having the construction of the building completed and taking possession thereof and/or otherwise in any way relating to the building.
 - ii. TO hold and defend possession of the flats & other common spaces in the building for and on behalf of such members respectively and to put such members in possession thereof.
 - iii. TO represent before Courts, Municipal Offices, Promoters of the building etc. and/or such person or authority as may be necessary for achieving effectively this object.
 - iv. TO do all other acts, deeds and things and sign and execute all such papers, documents and writings as may be necessary for effectively achieving this object.
- b) TO look after, manage, upkeep and maintain the building and all its common parts, passages, facilities and amenities, including the following :
 - i. The open land and/or driveways comprised in the premises.
 - ii. The staircases, landings of staircases and landing of lifts on all floors.
 - iii. The outer walls of the building and its beams, columns and supports.
 - iv. The rain water pipes, drains and sewers and their lines and/or connections and/or fittings and/or fixtures.
 - v. All common paths and passages and common areas in or to the building and/or the premises.
 - vi. The boundary walls of the premises.
 - vii. The main gates of the building and the premises.
 - viii. Low tension and/or high tension electrical installation and all electrical lines, room transformer, electrical, sub-station and all electrical meters and their fittings and fixtures.
 - ix. Lift, lift-well, lift installation, lift room and/or lift machine room.
 - x. Tubewell and its installations, if any.
 - xi. Water supply arrangement and facility including water pump, pump room, water tanks, water pipes and other common plumbing installations.
 - xii. Generator and its room, all its wirings, connections, fittings and fixtures.
 - xiii. Such other portions, parts, areas, equipments, installations, fittings and fixtures in or to or about the building as are necessary.
- c) TO educate the members about their rights, duties and responsibilities.

- d) To protect the legitimate rights and interests.
 - e) To foster better relationship amongst the members.
 - f) TO provide various amenities to the members and to arrange for social and cultural activities.
 - g) TO represent the members of the Association before the Government, The Kolkata Municipal Corporation, Courts of Law and other Authorities in all matters concerning the said building and the flat space therein.
 - h) TO realize the dues, duties, municipal tax, water tax, service charges, levies and/or other charges from the members.
 - i) TO accept and raise money by subscription or otherwise for the objects of the Association.
 - j) TO fix and collect the deposit and service charges to be paid or contributed by the members of the Association for providing common facilities and services as aforesaid or otherwise by the Association to the members and utilize the funds for the purpose of providing the facilities as aforesaid to the members of the Association.
 - k) TO insure and keep the building insured against earthquake, tempests, fires, lightening, civil commotion, war, mob violence, floods and/or other natural calamities and to pay insurance premium.
 - l) TO pay all costs of maintenance, operating, replacing, white washing, painting, re-building, re-construction, decorating, re-decorating, lighting the common parts and also the outer walls of the said building and other common areas of the building.
 - m) TO frame rules and regulations regarding the uses of the various portions of the buildings situated at the said Premises.
 - n) TO pay all other deposits, expenses and outgoings as are necessary or incidental for regulating the interest and rights of the members including for creating of fund for replacement, renovation, new installations, painting and/or periodical repairs of the common portions, parts, facilities, fittings and fixtures meant for common use in the said building.
 - o) TO employ, pay and maintain the durwans, staff and other persons for proper maintenance and administration of the building.
 - p) TO submit to every member periodical/annual accounts in respect of all payments received and all expenses incurred.
 - q) TO employ Solicitors, Advocates, Contractors, Surveyors, Architects, Agents and such other persons as may be deemed fit and proper by the Association for the purpose of achieving the objects of the Association and to pay their fees and charges out of the common funds.
 - r) TO open and operate accounts in the name of the Association in any bank or banks.
 - s) TO hold periodical meetings of the members of the said Association and conduct the business fixed in the agenda of the said meetings.
 - t) TO take steps legal (both civil and criminal) or otherwise as the said Association may be advised against any defaulting member as may be deemed fit by the said Association and to incur expenses from the common funds.
 - u) TO maintain peace and to protect the interest of the majority members of the said Association and for the smooth running of the said Association take such steps against any of the members of the said Association or other persons as it may be deemed fit and proper.
 - v) TO institute and/or defend legal proceedings for the purpose of securing the rights of the members and effectively achieving the objects of the Association.
 - w) TO acquire any landed property or portion in the said buildings and to hold the same for the common benefit of the members.
 - x) TO do all such other things as may be lawful incidental or conducive to the attainment of the foregoing objects.
4. The income and/or profits if any of the Association whatsoever derived or obtained shall be applied solely towards the promotion of the objects of the Association and no portion thereof shall be paid to or be divided amongst any of its members by way of profits.

5. The names, address and designation of the members of the Executive Committee of the Association shall be as follows:

SL. NO.	NAME	ADDRESS	FLAT NO.	DESIGNATION	SIGNATURE
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We the several persons being the owners and/or beneficial owners of certain residential apartments in the building whose names and occupations are hereunto subscribed are desirous of forming an Association in pursuance of this Memorandum of Association.

SL. NO.	NAME & ADDRESS	FLAT NO.	OCCUPATION	SIGNATURE
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**RULES AND REGULATIONS
OF THE ASSOCIATION**

1. The Association is established for the purposes set-forth in the Memorandum of Association.
2. In these rules, unless it be contrary or repugnant to the subject or context, the following words and/or expressions shall have meaning assigned to them as hereinafter mentioned :
 - a) **ACT** - shall mean the _____.
 - b) **ASSOCIATION** - shall mean _____ and/or all its members for the time being.
 - c) **BUILDING** - shall mean the _____ storeyed buildings at Premises No. _____.
 - d) **PROMOTERS** - shall mean _____ who are promoting the building at the said premises and have sold and/or have agreed to sell residential flats therein on ownership basis to the members.
 - e) **APARTMENT SPACE** - shall mean spaces in the building capable of being used independently by any person for the purpose of residential apartment.
 - f) **MEMBERS** - shall mean the person or persons owning and/or beneficially owning and/or have agreed to own an apartment by virtue of duly registered conveyance and/or agreements executed by the Promoters and who have agreed to abide by these rules and regulations of this Association.

3. **MEMBERSHIP :**

- a) Any person who is owning and/or having agreed to own at least one apartment in the building and who agrees in writing to be bound by the Memorandum of Association and these rules and regulations of the Association shall be eligible for the membership of the Association PROVIDED HOWEVER the rights and privileges of membership may be exercised by the member only through his/her/its nominee or only through the person or persons mentioned hereinafter:
- i. In case of the member being a minor, by the natural or legal guardian or by a person duly authorized in writing on that behalf by such natural or legal guardian.
 - ii. In case of joint members, by any one of them duly authorized in writing by the other on that behalf or by a person duly authorized in writing by the joint members.
 - iii. In case of the member being a Hindu Undivided Family, by the Karta of such Hindu Undivided Family or by a person duly authorized in writing on that behalf by such Karta or all the members of such Hindu Undivided Family.
 - iv. In case of the Member being a Joint Stock Company, by its Managing Director or by any other officer of the company or any person duly authorized in writing on that behalf.
 - v. In case of the member being a Trust, by any one of its trustees duly authorized on that behalf by the other Trustees or any person duly authorized in writing on that behalf by all the Trustees.
 - vi. In case of the Member being or becoming insane, by his or her guardian at a time appointed by any court of law or any person authorized in writing by such guardian on that behalf.
 - vii. In case of the Member being an Individual, by himself / herself or by a person duly authorized in writing on that behalf.
 - viii. In case of the Member being a partnership firm, by any one of its Partners or duly authorized on that behalf by its other Partners or by a person duly authorized in writing by all the Partners.
- b) The membership subscription payable by each member shall be as decided by the Executive Committee from time to time. The annual subscription may be increased or decreased when necessary from time to time as be determined by the Executive Committee which shall be duly notified to the members and the same shall be payable by the 30th day of April of each and every year in advance for the year for which the same shall become due.

4. **CESSATION OF MEMBERSHIP :**

- a) A person shall cease to be a member of the Association.
- i. Upon his/her written resignation to the Secretary of the Association.
 - ii. On his/her ceasing to hold an apartment in the said building.
 - iii. In case of a nominee upon the member nominating him as a member ceasing to be a member of the Association.
 - iv. Upon the member failing to pay any part of the subscription or any other amount other than maintenance bills within 30 days after it becomes due or longer time permitted by the Committee in writing.
 - v. Upon being expelled by the members at the General Meeting in accordance with the rules.
 - vi. Upon a member being adjudged insolvent or of insane mind.
 - vii. Upon the member being found guilty of moral turpitude by a competent Court of law.

5. **SUSPENSION FROM MEMBERSHIP :**

- a) A member may be suspended from his/her voting power in the Association by the voting of not less than 2/3rd of the total members of the executive committee (which shall be final and conclusive on a motion that in the opinion of the Executive Committee such member has
 - i. Been a defaulter in the payment of maintenance charges and other charges for a period of three consecutive months or ;
 - ii. Been adjudged by a competent Court to be insolvent or of unsound mind or ;
 - iii. Willfully deceived the Association by false statements or ;
 - iv. Been criminally convicted for an offence involving moral turpitude or ;
 - v. Intentionally done any act likely to injure the credit or interest of the Association or its members or ;
 - vi. Acted in the block in a disgraceful manner which has caused nuisance or serious offences on his/her neighbours or;
 - vii. Willfully disobeyed any decision of the Executive Committee.

PROVIDED ALWAYS THAT THE CASE OF SUSPENSION SHALL BE REVIEWED BY THE NEXT GENERAL MEETING WHICH MAY EITHER CONFIRM, MODIFY OR CANCEL THE EXECUTIVE COMMITTEE'S DECISION.

- b) The executive committee members shall give a member 15 days notice of the proposal to suspend a member and shall also call for the member's explanation and shall also give the member an opportunity to be heard.
- c) NO suspended member shall be readmitted for voting power except by a note of 2/3rd of the members present and voting of any General Meeting on a motion of which notice has been given.
- d) Suspension from voting power of a member will in no way relieve the member from his/her continued liability of payment of his/her portion of the maintenance charges and other due/dues such as electricity charges ground rent taxes fees etc. to the Association.

6. **EXPULSION FROM MEMBERSHIP :**

- a) A member is liable to be expelled by a General Meeting on any of the grounds in Clause - 5 by passing resolution with 2/3rd of the total members voting for it.

7. **REGISTER OF MEMBERS :**

- a) The Association shall maintain a register of members containing the names addresses occupation the date of admission the date of cessation of the particulars of the apartments held including its covered area and transfer if any made. The Register may be inspected at the registered office of the Association by its members after making prior appointment with the Secretary of the Association.

8. **VOTING RIGHTS :**

- a) A member shall have the right to attend the Annual General Meeting and/or the extra Ordinary General Meeting of the Association for the purpose of appointing the Executive Committee members as hereinafter provided for and the right to elect and/or to be elected in any election of the Association and/or for any purpose for which such meeting has been called.
- b) Each member shall have one vote for every apartment such member is owning or has agreed to own.
- c) A member may nominate any one person to exercise the voting right on his/her behalf or appoint a proxy to attend and vote on his/her behalf.
- d) A proxy so appointed by a member shall have only a right to vote but no right to voice unless he/she is permanently residing in the said building.

- e) The instrument of proxy should be in writing and should be deposited at the registered office of the Association at least 24 hours clear before the commencement of the meeting.

9. **RIGHTS AND OBLIGATIONS OF MEMBERS :**

- a) TO submit suggestions in writing to the Executive Committee for achievements of the objects of the Association or any matter.
- b) TO inspect the member's own personal accounts with the Executive Committee by prior appointment with the Secretary.
- c) TO pay within the prescribed time the membership subscription and services/ maintenance charges and/or other charges such as Municipal Tax subscription fees etc. as be fixed by the Executive Committee from time to time.
- d) To observe these rules.
- e) TO observe the rules as may be formed by the Executive Committee or the general body relating to user of the apartment and/or building and/or its common parts/portions or facilities.

10. **TRANSFER OF MEMBERSHIP :**

- a) Before sale/transfer of his/her apartment to a third person, the member must clear off all arrears of his/her dues, if any, by way of membership fees, ground rent, maintenance charges, electricity bills, taxes, etc. and inform the particulars of his/her buyers/transfer to the Association in writing duly submitting his/her application for membership to the Association with his/her application / introduction. Such application should accompany the requisite admission fee and membership fee of the new member.
- b) Till all arrears, dues of the old members are cleared in full and new application with the requisite fee is received by the Association and until and unless the new apartment owner signs a declaration that he will be bounded by the bye-laws of the Association the new owner will not be entitled to enjoy the common services such as water, electric supply, use of lifts and so on and/or also to enjoy the possession of the apartment.
- c) On every sale/transfer of flat, the Association shall have to be paid a fee of Rs. 10/- per sq.ft. only by the Transferee as transfer fees. Provided that no such fee shall be payable in the event of transfer arising out of inheritance/succession.

11. **EXECUTIVE COMMITTEE :**

- a) The affairs of the Association shall be conducted, managed and administered by a Honorarium Body duly called the '**Executive Committee**' consisting of not less than 5 (five) and not more than 9 (nine) members which shall be formed within one month from the date of formation of the Association and shall be composed as follows:
 - i. President
 - ii. Vice-President
 - iii. Secretary
 - iv. Joint Secretary
 - v. Treasurer
 - vi. Members

- b) In the matter of election of members of the Executive Committee, voting rights of a member shall be equivalent to the number of apartments held by the member.
- c) All members of the Executive Committee shall retire at the Annual General Meeting of the year following their election when a new Executive Committee shall be formed. Retiring members of the Executive Committee shall be eligible for re-election.
- d) The Executive Committee shall be elected by members every year and the Committee once elected shall remain in office till a new committee is constituted at the next Annual General Meeting.
- e) Only a member and/or his/her/its nominee is eligible for election to the Executive Committee provided that the person to be elected is staying at the said premises.
- f) In case of vacancies occurring in the Executive Committed during the interval between the General Meetings, such vacancy may be filled up by the Executive Committee co-opting any member and/or his/her nominee from the general body within 6 (six) weeks from the date of vacancy and the member so co-opted shall retire at the next General Meeting.
- g) The Executive Committee members shall also have power to co-opt any new member in the Executive Committee for the better management of the affairs of the Association.
- h) **MEETINGS:** The meeting of the Executive Committee shall be held anywhere on the said premises at least once every two calendar months at such place and time as the President or the Secretary may determine. Any three members of the Executive Committee may requisition the meeting of the Executive Committee and the Secretary shall summon the meeting within _____ days and failing which the President or requisitionists may do so provided no business other than that specified in the notice shall be transacted at such meetings.
- i) **NOTICE & QUORUM:** Seven days notice of the meeting specifying the place time and the general nature of work and business to be transacted shall be given to every member of the Executive Committee. Emergency meetings may be called on 4 hours notice. Four members personally present constitute a quorum and in case the prescribed number of members present are less than four the members present may adjourn the meeting.
- j) **PROCEDURE OF THE MEETINGS:** The President or in his/her absence the Vice-President shall preside over all the meetings of the Executive Committee and in their absence members present shall elect a Chairman of the meeting. All questions before the meeting will be decided by a majority of votes each member having one vote. The Chairman shall have a second or casting vote in addition to his/her own vote in case of equality of votes. The Chairman while presiding at the meeting of the Executive Committee shall decide all questions relating to the constitution or rules and regulations thereof and his/her decision shall be final and binding.
- k) A resolution in writing circulated amongst all the members of the Executive Committee and signed by at least 5 members of the Executive Committee in favour thereof shall be considered as valid effective and fit as if the same had been passed in a meeting of the Executive Committee duly called and convened as the case may be.

12. POWERS, FUNCTIONS AND DUTIES OF THE EXECUTIVE COMMITTEE :

- a) The management of the affairs of the Association shall vest in the Executive Committee. The Committee will have all the powers and functions the Association has and as are necessary for discharging its responsibilities under the Memorandum of Association and/or under these rules.
- b) Without prejudice to the generality of the provisions of the sub-clause (a) hereinabove the Executive Committee shall have the following powers and functions:
 - i. TO look after the maintenance and administration of the building and its common parts and/or portions.
 - ii. TO formulate rules and regulations for the purpose of maintenance preservation, protection and upkeep of the building and every part thereof without in anyway infringing upon the rights and responsibilities of the members in respect of their respective apartments only.
 - iii. TO pay such insurance premium and rates and taxes and other outstandings in respect of the land and building as these are not the individual responsibility of the members in respect of their apartments.

- iv. TO enter into negotiations and contracts and vary the same for any of the purposes herein.
- v. TO appoint terminate suspend remove permit or depute any surveyors contractors managers caretakers officers clerks security staff workmen other agents and servants for permanent or temporary service or assignment.
- vi. TO recover and realize money due to the Association and to give receipts thereof.
- vii. TO invest the surplus funds of the Association in such investments or deposits as it deems fit and proper and vary transfer or sell or otherwise dispose of such investments and to realize proceeds thereof or incomes therefrom.
- viii. TO institute conduct defend compound or abandon any suit or proceedings by or against the Association and also to compromise and allow time for payment or satisfaction of debts or dues to and of any claims or demands by or against the Association.
- ix. TO refer to arbitration any claims or demands by and/or against the Association.
- x. TO appoint lawyers attorney or other professionals etc. and to pay their fees.
- xi. TO sign and file warrants of Attorney(s) complaints written statements petitions and all other pleadings and documents that may be necessary and thought fit.
- xii. TO make calls on members from time to time as may be necessary in the opinion of the Executive Committee and in conformity with the provisions of these presents for implementing all and/or any of the provisions herein contained and also for payment of all outgoings.
- xiii. TO borrow money for any work of the Association on such terms and conditions as the Executive Committee may decide provided that the total borrowing without prior approval of the 2/3rd of the members of the Association shall not exceed Rs. 25,000/- (Rupees Twenty Five Thousand).
- xiv. TO open bank accounts of such types and with such banks as the Executive Committee thinks fit provided that the bank accounts of the Association shall be operated upon jointly by any two of the following office bearers.

<ul style="list-style-type: none"> 1. President 3. Vice-President 5. Treasurer 	<ul style="list-style-type: none"> 2. Secretary 4. Joint Secretary
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- xv. TO summon the Annual General Meeting and election of office bearers of the Executive Committee of the Association.
- xvi. TO accept subscriptions service / maintenance charges gifts donations movable or immovable property for attainment of the objects of the Association.
- xvii. TO appoint sub-committee(s) if required with such power and duties as may be considered necessary or expedient.
- xviii. TO appoint officer/officers at such remuneration and/or terms as it may consider expedient for the proper administration of the Association.
- xix. To keep proper accounts of the Association.
- xx. TO do all such acts deeds and things as may be necessary for fulfillment and achievement of the aims and object of the Association.
- xxi. TO dispose of applications for membership and to admit new members.
- xxii. All acts done in good faith by any meeting of the committee or any sub-committee thereof shall notwithstanding that it shall be afterwards discovered that there was any defect in the elections of any committee members or that anyone or more of them were disqualified be as valid as if every committee member had been duly elected and was duly qualified to be a committee member.
- xxiii. TO take steps legal or otherwise as the Association may be advised against default member or against any other personas may be deemed.
- c. Without prejudice to the generality of the provisions of the sub-clauses (a) and (b) the executive committee shall require prior approval of the general meeting as below:

- i. In case of an expenditure exceeding Rs. 10,000/- (Rupees Ten Thousand only) but not more than Rs. 50,000/- (Rupees Fifty Thousand only) by a simple majority of the members of the Association.
- ii. In case of expenditure exceeding Rs. 50,000/- but not more than Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) the approval of at least 3/4th of the total number of members of the Association.
- iii. In case of expenditure of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand only) unanimous consent of all the members of the Association.

13. **BANK OPERATION :**

The Association shall open and maintain a bank account and/or accounts with any schedule bank and/or banks and such account and/or accounts of the Associations shall be opened by (i) President (ii) Vice President (iii) Treasurer and (iv) Secretary or Joint Secretary and operated by any two of them.

14. **POWER OF OFFICE BEARERS:**

a. **President or Vice President :**

- i. The President shall preside over all the meetings of the Association and sign all minutes of the meetings where he is present.
- ii. The President shall have one vote of his/her own but shall have a casting vote in the case of equality of votes.
- iii. The President shall take all disciplinary actions such as removal dismissal etc. in consultation with the Executive Committee.
- iv. In the absence of the President the Vice-President shall have the right obligations and powers of the President.

b. **Secretary or Joint Secretary :**

- i. The Secretary shall himself/herself and/or through the officer(s) and/or office staff appointed by the Executive Committee in terms of powers vested in him/her exercise general supervision over the day to day administration of the Association and advise on all matters relating to general policy and keep or cause to be kept accurate minutes of proceedings of all the meetings of the Association.
- ii. The post shall be a honorary post.
- iii. In the absence of the Secretary the Joint Secretary shall have the rights obligations and powers of the Secretary.

c. **Treasurer :**

- i. The Treasurer shall exercise general supervision over the funds of the Association and shall advise on all matters relating to the financial policy. He shall place the Annual Budget before the Executive Committee and General meeting and to get it approved by the same.
- ii. The Treasurer shall arrange to collect all dues of and on behalf of the Association and grant receipts for money so received.
- iii. The Treasurer shall arrange to deposit all funds received in the bank account of the Association and however he can keep reasonable cash to meet up with the regular expenses.
- iv. The Treasurer shall arrange to maintain a cash book ledger and all such other books as may be necessary and to get them audited by its auditor and shall produce the audited statements before the Executive Committee at the Annual General Meeting.
- v. The Treasurer shall arrange to disburse all regular expenses and other payments.

15. **FUNDS & FINANCE :**

a. **The funds of the Association may be raised by:**

- i. Subscription from members being annual subscription or admission fee.
- ii. Receiving deposits from members on such terms and conditions but not exceeding Rs. 10/- per sq.ft. of super built-up area owned by the members as the Executive Committee may decide from time to time.
- iii. Obtaining grants donations gifts subsidies and loans from government (both state and central and other sources subject to approval of the General body.
- iv. The service/maintenance charges and/or other charges to be fixed by the Executive Committee from time to time for maintaining and managing the building.
- v. Arranging organizing social & cultural functions lotteries and other entertaining events and publishing souvenirs and collecting advertisements for the purpose.

b. **Reserve Funds :**

- i. The Executive Committee shall have the power to create a fund called a reserve fund to which the members may be asked to contribute such sum as may be decided by the Executive Committee or out of the realization from the members.
- ii. The contribution to the Reserve Funds shall not bear any interest.
- iii. The entire amount shall be deposited in long term fixed deposit in any scheduled bank for such period as may be decided by the Executive Committee.
- iv. The Reserve Fund may be used by the Executive Committee for purchase/ replacement of any common installation in the building or in meeting emergencies as may be decided by the Executive Committee subject to the provisions of the sub-clause 12 (c).

c. **Working Expenses :**

- i. TO meet the day to day expenses of the Association every member of the Association shall within 15 days of the receipt of the call thereof pay to the Association a sum as the Executive Committee may fix from time to time as maintenance charges.
- ii. All maintenance charges shall be charged from the flat owners. on the basis of the super built-up area of the flat held by them.

d. **Capital Expenditure :**

- i. The Executive Committee may from time to time make such calls on the members as the Committee may consider necessary for the purposes of providing funds for any common capital expenditure not exceeding Rs. 10,000/- (Rupees Ten Thousand only) per item and all matters incidental thereto or connected therewith.
- ii. The demands aforesaid shall be payable with 30 (Thirty) days from the date of receipts of call thereof by all the members.
- iii. The Executive Committee shall be entitled to spend such amount on account of capital expenditure as it may be decided from time to time.
- iv. All capital expenditure to be incurred shall be charged from the flat owners. pro rata of the super built-up area of the flat held by them.

- e. **Interest for delayed payment :** Any amount payable by a member as aforesaid but not paid within the prescribed time shall carry interest for the period of delay on the amount remaining unpaid at such rate of interest as may be decided by the executive committee from time to time provided that the committee may in special circumstances partly or fully waive the levy of any interest.

- f. **Custody of funds and properties :** All funds and properties of the Association shall vest with the Executive Committee. The funds shall be kept in any scheduled bank(s) as the Executive Committee may determine in the best interest of the Association.

g. **Default :**

i. In the event of continued default of a member in making payment of money due from him to the Association as aforesaid for a period exceeding 90 (Ninety) days the Executive Committee shall give a 30 (Thirty) days warning notice to the member concerned and if in spite of the notice the payment is not made by the member the Executive Committee shall have the following powers without prejudice to its other powers:

1. TO give notice to the occupier/tenant in occupation of the apartment for making payment of the outstanding dues out of the rents payable by such occupier/ tenant and take steps to recover the amount outstanding from the occupier/ tenants.

2. TO deny to the member and/or his/her tenants continued supply of common services and utilizes at the disposal of and controlled by the Association such as lift service power supply water supply etc.

3. TO forfeit the defaulting member's contribution to the Reserve Fund and deposits.

4. TO recommend to the General Body for any action as the General Body deems fit and necessary.

ii. If the defaulting member has paid up all arrears, dues and interest or the same has been recovered in full from the tenant before the General Body has taken action as aforesaid the Executive Committee may revive the services and facilities if discontinued and cancelled forfeiture as aforesaid.

iii. If the defaulting member has paid up all the arrears, dues with interest after the General body has taken any action as aforesaid the General Body or Executive Committee may revive or withdraw the action taken by it against the defaulting member.

16. **ACCOUNTS :**

a. The accounts of the Association shall be maintained on the basis of financial year i.e. from the 1st of April to the 31st March of the following year.

b. Proper account books shall be kept by the Executive Committee.

c. The books of accounts shall be kept at the office of the Association or at such other place as the Executive Committee may from time to time decide and shall be made available for inspection to the members during business hours.

d. A copy of the Balance Sheet and Income and Expenditure Account of the Association Report of the Auditors and Report of the Executive Committee shall be forwarded to each member along with the notice of the Annual General Meeting.

17. The accounting year of the Association shall be from the 1st April to the 31st March of the following year.

18. **ANNUAL GENERAL MEETING :**

a. There shall be two kinds of general meetings: The Annual General Meeting and the Special General Meeting.

b. Annual General Meeting shall be held every year within 6 (six) months of the close of the accounting year of the Association or as may be decided by the executive committee.

i. **PROCEEDINGS OF THE ANNUAL GENERAL MEETING :**

The following business shall be transacted at the Annual General Meeting:

• TO examine the working of the Association and in particular the work of the Executive Committee and scrutinize and pass it as annual budget and shall be competent to take all steps that may be considered necessary in the interest of the Association.

• TO frame by-laws for the Association and/or to alter or rescind them.

• TO elect the members of the Executive Committee if necessary or other officers (except those whose appointment is vested in the Executive Committee and determine their remuneration (if any).

- TO receive from the Executive Committee a report on the proceeding year's working of the Association together with the audited statement showing the receipts and expenditures assets and liabilities and surplus and/or deficit for the year.
- TO consider the audit memorandum and any other communication from the Registrar.
- TO consider any other business laid before it by the Executive Committee of which notice shall have been given by the Executive Committee not less than 15 days before such meeting.
- TO frame binding regulations for the members of the Association or to add them or alter them or rescind them whenever necessary.

c. **SPECIAL GENERAL MEETING :**

A Special General Meeting may be convened at any time by a majority of the members of the Executive Committee and shall be called at the instance of the register or from persons so authorized by the register or upon a requisition signed by six members of the Association and shall be held within one month of the receipt of such order or requisition and at the place and time of the Annual General Meeting of the Association unless the Committee fixes any other place or time for the meeting. A Special General Meeting shall not transact any business other than that mentioned in the notice convening the meeting. The holding of her meeting shall always be subject to the provisions of the governing rules and the acts provided that no matter disposed of by a general meeting or special meeting can be taken up for consideration by any general meeting or special general meeting till after the lapse of six months from the date on which the subject was last disposed off.

d. **VOTING AT A GENERAL MEETING :**

At a general meeting all questions shall subject to any special direction in the Act the rules or those by-laws be decided by majority of those presents and voting the voting being by show of hands. The president shall have a casting vote in addition. Each member shall have one vote only as member in the affairs of the Association.

e. **SERVICE OF NOTICE TO THE MEMBERS :**

Notice convening every general meeting shall state the time and place thereof and the officers if any to be elected thereof and the purpose for which it is being convened and shall be posted and/or sent to the registered address of the members in case of general meeting not less than 15 days before the date of the meeting and in the case of the special general meeting not less than _____ days before the date of the meeting unless in the case of emergency the Executive Committee unanimously direct shorter period of notice to be given. NO general meeting shall be invalidated by the non receipts of any notice thereof to any member.

f. **QUORUM :**

NO business shall be transacted at any general meeting except for the adjournment of the meeting unless a quorum of members is present at the time when the meeting proceeds to business and a quorum at any general meeting shall be 1/3rd members of the Association on the date of notice present in person or though proxy.

g. **ADJOURNMENT :**

If within an hour after the time appointed for the meeting a quorum is not present the meeting if convened upon requisition of the member shall be dissolved. In any other cases the President shall be authorized to adjourn the meeting ordinarily to the same day in the next week at the same time and place. If at such adjournment meeting a quorum is not present then those members who are present shall be deemed to be a quorum and may transact all such business proposed to be transacted by the original meeting.

h. **PRESIDENT OF THE GENERAL MEETING :**

1. The President of the Association shall preside over all the general meetings of the Association. If at a meeting the president is not present or if present but not willing to preside the members present shall elect one from amongst themselves to be the Chairman of the meeting.
2. The president may if he thinks necessary with the consent of the members present adjourn

any meeting from time to time and from place to place but no business shall be transacted at an adjourned meeting other than the business for which adjournment has taken place.

3. When a meeting is adjourned for 21 days or more notice of the adjournment meeting shall be given to us in the case of an original meeting. Save as aforesaid it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

i. **MINUTES OF THE MEETING :**

The Association shall record minutes of the proceedings of general meeting to be entered into a book kept for the purpose. The minutes shall contain the names of the members present and the proceeding of the meeting and shall be laid before the next meeting for confirmation duly signed by the president of the meeting. The minutes so signed shall be evidence of the proceedings of the meeting. Until the contrary is proved every general meeting of the Association in respect of the proceedings whereof minutes have been so recorded shall deemed to have been duly called and held.

19. **COMMON SEAL :**

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 committee and every deed or instrument to which the seal is affixed shall be signed by two office bearers or members of the committee authorized by the committee in that behalf.

20. **ALTERATION OF RULES AND REGULATIONS :**

The Executive Committee shall have powers to make such by-laws as may be considered necessary in the interest of the Association. The rules and regulations may be altered modified recorded or added to only by special resolutions passed by the members in general meeting called for the purpose by 3/4th majority of the members present for such meetings.

21. **DISSOLUTION AND AMALGAMATION :**

The Association may be dissolved or amalgamated by a resolution to that effect passed by the 3/4th of the members of the Association in the general meeting. The said meeting shall also decide the manner of disbursement of the funds and assets of the Association if any after dissolution as per provision of the Act.

22. **INDEMNITY :**

Every President, Vice President Secretary, Treasurer, Manager, Auditor and other office bearers shall be indemnified by the Association and it shall be the duty of the Association to pay out of the funds of it all costs, losses and expenses which any such office bearers or servants may incur or become liable by reasons of any contract extended in to or act things done by his/her bonafide and in good faith as such office bearer or servant to in anyway in the discharges of his/her duties to the Association.

23. **HOLDING AND DISPOSAL OF THE APARTMENT :**

- a. Each apartment shall continue to be absolutely owned by the respective member until the same is disposed of or sold by the member concerned.
- b. It shall be lawful for any member not desiring to occupy the apartment owned by it to permit any other member or any outside person to occupy the same for residential use only and such terms as to payment period or otherwise as may be agreed upon by and between the parties concerned and on obtaining prior approval in writing from the Executive Committee (consent of which shall not be unreasonably withheld).
- c. It will be obligatory on a member to notify the Association in writing in case he intends to transfer the apartment whether to any existing member or to an outsider. Transfer for this purpose shall include sale assignment or any other type of transfer of property within the meaning of Transfer of Property, Act. Any sale of the flat shall be considered null & void without the concerned member obtaining a No Objection Certificate from the Association regarding its new buyer.

- d. NO transfer shall be recognized by the Association unless all its dues receivable from the transferor have been paid with interest either by the transferor or by the transferee and unless a transfer fee of Rs. 10/- (Rupees Ten only) per sq.ft. of super built-up area under transfer has been paid to the Association provided that no such transfer fees shall be payable when the transfer is by way of inheritance or between the father and the son wife and husband mother and son or between own brothers and sisters. The committee shall have right to waive the transfer fee in exceptional circumstances.

CERTIFIED TO BE TRUE COPY OF THE RULES & REGULATIONS OF OUR ASSOCIATION

NAMES OF THE FLAT OWNERS.	DESIGNATION	SIGNATURE
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1.

2.

3.

NAME OF WITNESS	ADDRESS	SIGNATURE
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Dated this _____ day of _____, 2004.