

प्रसिद्धीपत्रक

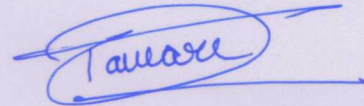
भाडेकरू सह-भागीदारी सहकारी गृहनिर्माण संस्थांच्या सुधारित आदर्श उपविधींच्या मसुद्यावर सूचना व हरकती सादर करणे बाबत.

सहकारी गृहनिर्माण संस्थांसंदर्भात महाराष्ट्र सहकारी संस्था अधिनियम १९६० मध्ये दि.२३/०७/२०१९ रोजीच्या सुधारणा अधिनियमानुसार स्वतंत्र प्रकरण कलम १५४ ब समाविष्ट केलेले आहे. त्याचे नियम शासन स्तरावर दि.१८/०६/२०२६ रोजी अंतिम करण्यात आले असून दि.२२/०६/२०२६ रोजीच्या राजपत्रामध्ये प्रसिद्ध करण्यात आलेले आहेत. सदर नियम सहकार आयुक्त यांच्या संकेतस्थळावर उपलब्ध आहेत. सहकारी गृहनिर्माण संस्थांचे मराठी व इंग्रजीमध्ये आदर्श उपविधी तयार करणेसाठी या कार्यालयाच्या दि.१०/१२/२०२४ रोजीच्या आदेशान्वये विभागीय सहनिबंधक, सहकारी संस्था, मुंबई यांच्या अध्यक्षतेखाली ६ सदस्यांची समिती गठीत करण्यात आली होती.

महाराष्ट्र सहकारी संस्था अधिनियम, १९६० व नियम, १९६१ मधील सुधारित तरतुदी तसेच सहकारी गृहनिर्माण संस्थांच्या कामकाजाच्या अनुषंगाने आवश्यक बाबींचा सविस्तर अभ्यास करून समितीने भाडेकरू सह-भागीदारी सहकारी गृहनिर्माण संस्थांसाठीच्या सुधारित आदर्श उपविधीचा मसुदा सहकार आयुक्त व निबंधक, सहकारी संस्था, महाराष्ट्र राज्य यांच्याकडे सादर केला आहे.

सदर उपविधीचा मसुदा सहकार आयुक्त व निबंधक, सहकारी संस्था, महाराष्ट्र राज्य यांच्या <https://sahakarayukta.maharashtra.gov.in> आणि <https://mahasahakar.maharashtra.gov.in> या अधिकृत संकेतस्थळावर प्रसिद्ध करण्यात आलेला आहे.

सदर भाडेकरू सह-भागीदारी सहकारी गृहनिर्माण संस्थेच्या सुधारित आदर्श उपविधींचा मसुद्यामध्ये काही सूचना / हरकती / अभिप्राय असल्यास त्या दि. २७ ऑगस्ट, २०२६ रोजी सायंकाळी ०५.०० पर्यंत विहित मुदतीत coophsmodelbyelaws@gmail.com या ई-मेल पत्त्यावर पाठवाव्यात. विहित मुदतीत प्राप्त होणाऱ्या सूचना व हरकतींचा विचार करून सुधारित आदर्श उपविधींना अंतिम स्वरूप देण्याबाबत पुढील कार्यवाही करण्यात येणार आहे. असे आवाहन श्री. दीपक तावरे, भा.प्र.से. (IAS), सहकार आयुक्त व निबंधक, सहकारी संस्था, महाराष्ट्र राज्य यांनी केले आहे.



सहकार आयुक्त व निबंधक
सहकारी संस्था, महाराष्ट्र राज्य, पुणे.

CHAPTER I. PRELIMINARY

base for
bye-laws
rule

1	Name of the Society		
	(a) The name of the Society shall be "....." Co-operative Housing Society Ltd."	Name of the Society	existing provision as per the Society registration
	(b) No change in the name of the Society shall be valid unless it is approved by the General Body by the prescribed majority and registered by the Registrar in accordance with the provisions of Section 15 of the Maharashtra Co-operative Societies Act, 1960 read with Rule 14 of the Maharashtra Co-operative Societies Rules, 1961. After registration of such change, the Society shall intimate the same to all concerned statutory authorities, local bodies, banks, utility service providers and other institutions with which the Society has dealings.	Procedure for change in name	as per Sec. 15
	(c) The Society is classified under the major class "Housing" and is registered as a Tenant Co-partnership Housing Society, as per its registration certificate issued by the Registrar under the Maharashtra Co-operative Societies Act, 1960. In a Tenant Co-partnership Housing Society, the land and building are owned by the Society, and the members hold shares in the Society along with a right of occupancy in the flats or units allotted to them.	Classification	as per Rule 10
	(d) The Society shall ensure that its name, registration number and classification are correctly recorded and updated in all statutory records and communications.	Registration Records	existing general provision
2	The registered address of the Society shall be as under:		
	(a) The registered address shall ordinarily be the location of the property of the Society, unless otherwise permitted by the Registrar for specific reasons.	Address of the Society	existing general provision

- (b) The Society shall maintain an official address for correspondence as may be decided by the Committee. The Society may also maintain an official email address and such digital communication platform as may be approved by the Committee.

Mode of
Communication

Any notice, communication or intimation issued through such approved mode shall be treated as valid service, subject to the provisions of the Act, the Rules and these Bye-laws.

- (c) Any change in the registered address of the Society shall be intimated to the Registering Authority and all concerned authorities within thirty days from the date of such change.

Address for
Correspondence

- (d) Any change in the registered address shall be effected only after following the procedure prescribed under the Rules.

Procedure for
changing the
address of the
Society

- (e) The Society shall exhibit at a prominent place at the main entrance of its building or premises a board displaying its name, registration number and registered address.

Exhibition of
Name Board

The Society may also display contact details, office timings, emergency contact information and such digital reference, including QR code, as may be decided by the Committee.

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These Bye-laws are framed in conformity with the provisions of the Maharashtra Co-operative Societies Act, 1960 and the Maharashtra Co-operative Societies Rules, 1961.

Supremacy of
Act & Rules

In case of any inconsistency between these Bye-laws and the provisions of the Act or the Rules, the provisions of the Act and the Rules shall prevail.

existing
provision
as per
Rule 106 C-
13

CHAPTER II. INTERPRETATIONS

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Unless otherwise separately provided in these bye-laws, the following words and terms shall have the meaning assigned to them herein :—

existing
provisions
and made
changes as
per the
Housing
Chapter

- (i) “Act” means the Maharashtra Co-operative Societies Act, 1960.
- (ii) “Rules” means the Maharashtra Co-operative Societies Rules, 1961.

Act
Rules

- (iii) “Bye-laws” means the bye-laws of the Society registered under the Act and for the time being in force, and includes registered amendments thereof. Bye-laws
- (iv) “Allottee” means a Member of a housing society to whom a Flat in a building or complex held by it, is allotted by the co-operative society, or a person who has purchased a Flat from the developer or competent authority and joined as a Member of the society. Allottee
- (v) “Architect” means a person registered as an architect under the provisions of the Architects Act, 1972. Architect
- (vi) “Association of Societies” means an association of,—
 - (a) not less than five registered co-operative housing societies, and Association of Societies
 - (b) in which the voting rights are so regulated that the Members which are housing societies have not less than four-fifths of the total number of votes in the general meeting of such society.
- (vii) “Auditor” means a person or an auditing firm who or which has been empanelled on the panel approved by the State Government under sub-section (1) of section 81. Auditor
- (viii) “Builder Promoter” means,—
 - (a) a person who constructs or causes to be constructed an independent building or a building consisting of flats, or converts an existing building or a part thereof into flats including the re-development of building or buildings, for the purpose of selling all or some of the flats to other persons and includes his assignees; or
 - (b) a person who develops land into a project, whether or not the person also constructs structures on any of the plots, for the purpose of selling to other persons all or some of the plots in the said project, whether with or without structures thereon; or Builder Promoter
 - (c) any development authority or any other public body in respect of allottees of buildings or flats, as the case may be, constructed by such authority or body on lands owned by it or placed at its disposal by the Government, or plots owned by such authority or body or placed at its disposal by the Government, for the purpose of selling all or some of the flats or plots; or
 - (d) an apex State level co-operative housing finance society and a primary co-operative housing society which constructs flats or buildings for its Members or in respect of the allottees of such flats or buildings; or

- (e) any other person who acts himself as a builder, coloniser, contractor, developer, estate developer or by any other name or claims to be acting as the holder of a power of attorney from the owner of the land on which the building or flat is constructed or plot is developed for sale; or
- (f) such other person who constructs any building or apartment for sale to the general public.
- (ix) “Chief Promoter” means a promoter who has been elected so in the meeting of promoters for registration of a housing or premises society. Chief Promoter
- (x) “Corpus Fund” means payment received or receivable by the society from the developer in lieu of surrendering its development rights of plot by way of registered document or contributed by Members for any purpose as decided in general meeting. Corpus Fund
- (xi) “Co-operative Housing Association” means association of housing societies or other legal bodies for the purpose of maintenance of common amenities or conveyance of land and common amenities in respect of plot or layout. Co-operative Housing Association
- (xii) “Committee” means the managing Committee or other governing body of a society to which the direction and control of the management of the affairs of a society is entrusted. Managing Committee
- (xiii) “Committee Member” means a Member of the society who has been elected or co-opted or nominated in accordance with the Act, Rules and bye-laws of the society. Committee Member
- (xiv) “Defaulter” means a Member or flat owner or occupier who fails to pay the dues of the society within three months from the date of service of bill or notice or due date of payment, whichever is later. Defaulter
- (xv) “Dues” means the amount payable by a Member or flat owner to the society and demanded by the society by issuing bill or notice in writing and such demand is based on the provisions of the Act, Rules and bye-laws of the society. Dues

- (xvi) “Flat” means block, chamber, dwelling unit, apartment, office, showroom, shop, godown, premises, suit, tenement, unit or by any other name, and means a separate and self-contained part of any immovable property, including one or more rooms or enclosed spaces, located on one or more floors or any part thereof, in a building or on a plot of land, used or intended to be used for any residential or commercial use such as residence, office, shop, showroom or godown or for carrying on any business, occupation, profession or trade, or for any other type of use ancillary to the purpose specified. Flat
- (xvii) “General Body” means all the Members of the society. General Body
- (xviii) “General Meeting” means meeting of the General Body called and conducted in accordance with the provisions of the Act, Rules and bye-laws. General Meeting
- (xix) “Housing Federation” means the State or District Federal Society notified by the Government in the Official Gazette to be the representative of the registered Housing Societies of the specified areas notified by the Government, from time to time. Housing Federation
- (xx) “Housing Society” means a society, the object of which is to provide its Members with open plots for housing, dwelling houses or flats; or if open plots, the dwelling houses or flats are already acquired, to provide its Members common amenities and services and to demolish existing buildings and reconstruct or to construct additional tenements or premises by using potential of the land. Housing Society
- (a) “Tenant Ownership Housing Society” means a society the object of which is to allot the plots to its Members to construct the dwelling unit or flats thereon or to allot the dwelling units already constructed and where land is held either on lease hold or free hold basis by the society and houses are owned or to be owned by the Members. Tenant Ownership Housing Society
- (b) “Tenant Co-partnership Housing Society” means a society the object of which is to allot the flats already constructed or to be constructed to its Members and where both land and building or buildings are held either on free-hold or lease-hold basis by the society. Tenant Co-partnership Housing Society

- (c) “Other Housing Societies” means the house mortgage co-operative societies, house construction co-operative housing societies and premises co-operative societies where all the units are offices or commercial galas. Other Housing Societies
- (xxi) “Member” means a person joining in an application for the registration of a housing society which is subsequently registered, or a person duly admitted to Membership of a society after its registration and includes associate or joint or provisional Member. Member
- (a) “Associate Member” means husband, wife, father, mother, brother, sister, son, daughter, son-in-law, daughter-in-law, nephew, niece or a person duly admitted to Membership of a housing society on written recommendation of a Member to exercise his rights and duties with his written prior consent and whose name does not stand in the share certificate. Associate Member
- (b) “Joint Member” means a person joining in an application for the registration of a housing society jointly, which is subsequently registered or a person who is duly admitted to Membership after its registration and who holds share, right, title and interest in the flat jointly but whose name does not stand first in the share certificate. Joint Member
- (c) “Provisional Member” means a person who is duly admitted as a Member of a society temporarily after death of a Member on the basis of nomination till the admission of legal heir or heirs as the Member of the society in place of deceased Member. Provisional Member
- (xxii) “Officer” means a person elected or appointed by a society to any office according to its bye-laws; and includes any office bearer such as a chairperson, vice-chairperson, president, vice-president, secretary, joint secretary, treasurer, joint treasurer, Member of the Committee, manager and any other person, by whatever name called, elected or appointed under the Act, the Rules or the bye-laws, to give directions in regard to the business of such society. Officer
- (xxiii) “Person” includes,—
- (a) an individual, who is competent to contract under the Indian Contract Act, 1872;
 - (b) the State Government;
 - (c) the Central Government;
 - (d) a Hindu Undivided Family;

- (e) a company registered under the law for the time being in force;
- (f) a firm registered under the Indian Partnership Act, 1932 or the Limited Liability Partnership Act, 2008; Person
- (g) local authority;
- (h) an association of persons or body of individuals whether incorporated or not;
- (i) a co-operative society registered under any law relating to co-operatives;
- (j) a public trust or family trust formed in accordance with relevant provisions of law;
- (k) any legal body which can hold the immovable property; and
- (l) any entity as may be notified by the State Government, from time to time.
- (xxiv) "Plot" means a piece of land numbered and shown as one plot in a layout sanctioned or to be sanctioned by the competent authority. Plot
- (xxv) "Promoter" means a person intending to become a Member of a proposed society and who becomes the Member on its registration. Promoter
- (xxvi) "Proposed Society" means the society the proposal of which is submitted by the builder promoter or by the chief promoter to the Registrar and which has been granted permission for reservation of name and opening account in bank in its name. Proposed Society
- (xxvii) "State Co-operative Election Authority" means an authority constituted or nominated by the State Government for the purposes of superintendence, direction and control of the preparation of the electoral roll for and conduct of elections of the Committee of a society. State Co-operative Election Authority
- (xxviii) "Parking Space" means an open space, stilt, basement, podium or mechanized parking provided by the Society. Parking Space
- (xxix) "Parking Slot" means a demarcated and numbered individual parking slot for a vehicle. Parking Slot
- (xxx) "Common Areas and Facilities" means the land on which the building is located, foundations, main walls, roofs, corridors, lobbies, stairways, lifts, parking spaces, open terraces, gardens, storage spaces, installations of services, common utility systems, community facilities and all other parts of the property necessary or convenient for its existence, maintenance, safety and common use. Common Areas and Facilities
- (xxxi) "Papers" means the records, registers, books and documents of the Society referred to in these bye-laws. Papers

(xxxii) “Working Capital” means funds at the disposal of the Society inclusive of paid-up share capital, funds created out of profits, and money raised by borrowing or by any other lawful means. Working Capital

(xxxiii) “Family” means, for the purposes of these bye-laws, husband, wife, father, mother, brother, sister, son, daughter, son-in-law, daughter-in-law, nephew and niece.

Explanation 1.—For the purpose of section 154B-2, the expression “Member of a family” means wife, husband, father, mother, dependent son or unmarried dependent daughter. Family

Explanation 2.— For the purpose of the definition of Associate Member, the relatives specified in section 154B-1(18)(a) shall apply.

Words and expressions used in these bye-laws but not defined herein shall have the meanings respectively assigned to them in the Act and the Rules.

CHAPTER III. AREA OF OPERATION

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| 5 | <p>The area of operation of the Society shall be confined to the property situated at:</p> <p>.....</p> <p>.....</p> <p>being the property known as</p> <p>..... Co-operative Housing Society Ltd.,</p> <p>situated at Road, Nagar,</p> <p>..... Village/ Ward/ Sector/ Taluka,</p> <p>District,</p> <p>bearing Survey No./ CTS No./ Plot No.,</p> <p>and falling within the limits of</p> <p>..... local authority.</p> | existing provisions, as per the registration |
| 6 | <p>The area of operation of the Society may be extended, reduced or otherwise modified with the approval of the Registrar, in accordance with the provisions of the Act and the Rules.</p> | <p>Area of Operation</p> <p>existing provisions, as per the registration</p> |

CHAPTER IV. OBJECTS OF THE SOCIETY

The objects of the Society shall be as under:—

existing provisions and new 6 objects are added to consider redevelopment related provisions

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| (a) | To obtain conveyance or deemed conveyance of the land and building in favour of the Society in accordance with the provisions of law. | Conveyance of Land and Building |
| (b) | To manage, maintain, repair and replace the property of the Society, including the building or buildings, common areas and facilities, and to ensure proper upkeep and safety thereof. | Management and Maintenance of Property |
| (c) | To raise funds for achieving the objects of the Society and to utilise the same in accordance with the provisions of the Act, the Rules and these bye-laws. | Raising of Funds |
| (d) | To establish and maintain funds such as the Reserve Fund, Repairs and Maintenance Fund, Sinking Fund, Major Repairs Fund, and such other funds as may be required under the Act, the Rules and these bye-laws. | Establishment and Maintenance of Funds |
| (e) | To provide amenities and services to the Members and to regulate their use in accordance with the provisions of the Act, the Rules and these bye-laws. | Provision of Amenities and Services |
| (f) | To frame and enforce regulations in respect of the use of flats, common areas and facilities, and to ensure peaceful and orderly occupation by the Members. | Regulations for Use of Flats and Common Areas |
| (g) | To ensure compliance with the provisions of the Act, the Rules and these bye-laws by all Members, occupants and users of the Society premises. | Compliance with Laws and Bye-laws |
| (h) | To undertake redevelopment / reconstruction of the property of the Society in accordance with the provisions of the Act, the Rules, Government directives and the resolutions of the General Body. | Redevelopment of Society Property |

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| (i) | To enter into contracts, agreements or arrangements with any person, authority or agency for carrying out the objects of the Society. | Contracts and Arrangements |
| (j) | To take such measures as may be necessary for the welfare, convenience and safety of the Members and for the efficient functioning of the Society. | Welfare and Safety of Members |
| (k) | To promote co-operative principles, awareness & training among the members, and to organise and encourage social and cultural welfare activities. | promote co-operative principles & cultural activities |
| (l) | To do all such other acts and things as are incidental or conducive to the attainment of the above objects. | Incidental Acts |

CHAPTER V. AFFILIATION

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| 8 | The Society, immediately after its registration, may become a member of the following co-operative institutions, as applicable:— | existing provisions |
| (a) | the District / Taluka / Ward Co-operative Housing Federation or the notified Housing Federation of the area in which the Society is situated; | Membership of Co-operative Housing Federation |
| (b) | the District Central Co-operative Bank of the district; and | Membership of District Central Co-operative Bank |
| (c) | any other co-operative organisation or institution, membership of which is required or considered necessary under the provisions of the Act, the Rules or any lawful directions issued by the State Government, the Registrar or any competent authority. | Membership of Other Co-operative Organisations |
| 9 | Where the State Government has specified the Society or class of societies for contribution under the Act, or where a Housing Federation has been notified for the area, the Society shall contribute to the Co-operative Education and Training Fund or the Education and Training Fund, as the case may be, at such rates, within such period and in such manner as may be prescribed or notified from time to time. | Contribution to Education and Training Fund |

as per Sec. 154B-6

10	Where the Society becomes a member of any co-operative institution referred to in Bye-law No. 8, it shall pay such entrance fee, membership subscription, contribution and other charges as may be payable in accordance with the bye-laws, regulations or lawful demands of such institution: Provided that, where any contribution or payment is required under the Act, the Rules or Government directions, the Society shall be liable to make such payment notwithstanding that it has or has not taken formal membership of such institution.	Payment of Subscription and Charges	existing provision
11.	The Society may organise co-operative education and training for its Members, Committee Members, officers and employees through such Housing Federation, State federal society or State Apex Training Institute as may be specified or notified by the State Government, and may avail of guidance, advisory services, model bye-laws and other assistance made available by such institutions for proper management and functioning of the Society.	Co-operative Education and Training	

CHAPTER VI. FUNDS, SHARE CAPITAL AND CHARGES

12	The funds of the Society may be raised in one or more of the following ways:—		
	(i) by entrance fees;		as per the existing provisions
	(ii) by issue of shares and collection of share capital;		
	(iii) by contributions, service charges, maintenance charges and other charges levied from Members for maintenance, repairs, common services and other purposes, in accordance with the provisions of the Act, the Rules and Government directions issued from time to time;		
	(iv) by deposits received from Members and, where permissible, from non-members, in accordance with the provisions of the Act and the Rules;	Raising of Funds	
	(v) by loans raised from co-operative banks, including the District Central Co-operative Bank, or from any other financial institution or agency permitted under the Act and the Rules;		
	(vi) by grants, subsidies or financial assistance from the Government, local authority or any other lawful source, and by voluntary donations, provided that—		
	(a) such donations shall not be collected as a condition for—		
	(i) admission of a Member;		

- (ii) transfer of shares and interest in the Society; or
- (iii) grant of any permission/NOC, approval or consent by the Society;
- (b) such donations shall be made voluntarily and without any coercion; and
- (c) such donations shall be duly accounted for and reflected in the books of the Society;
- (vii) by transfer fees, premium, non-occupancy charges, parking charges, interest on dues, penalties and such other charges as may be levied in accordance with the provisions of the Act, the Rules and Government directions;
- (viii) by income derived from the property of the Society, including use of common areas and facilities, amenities, services, installations or any other lawful use permitted under the Act and the Rules;
- (ix) by contributions to various funds of the Society as provided under these bye-laws and the Rules;
- (x) by any other lawful means, with the approval of the General Body and in accordance with the provisions of the Act and the Rules.

13	Share Capital	as per the existing provisions
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| (a) | The authorised share capital of the Society shall be Rs. _____/ (Rupees _____ only) divided into _____ shares of Rs. 50/- each and the paid up share capital of Rs. _____ divided into _____ share of Rs. 50/- | |
| (b) | The issued and subscribed share capital of the Society shall consist of shares subscribed by the Members from time to time in accordance with these bye-laws. | |
| (c) | The paid-up share capital of the Society shall be the amount actually paid by the Members towards the shares subscribed by them. | Share Capital, Entrance Fee and Transfer |
| (d) | Every Member shall subscribe to at least five shares of the Society and shall pay the full value thereof at the time of admission or within such period as may be decided by the Committee. | |
| (e) | The share capital of the Society may be increased with the approval of the General Body and in accordance with the provisions of the Act and the Rules. | |
| (f) | The liability of the Members shall be limited to the extent of the value of shares subscribed by them. | |

14	Share Certificate	as per the existing provisions
(a)	The Society shall issue a share certificate to every Member in respect of the shares held by him within the period of six month from the allotment of the shares. Every share certificate shall bear the seal of the Society and shall be signed by the Chairman, the Secretary and one Member of the Committee duly authorised by the Committee, and shall be issued under the authority of the Committee through the Secretary of the Society. The Society shall maintain a register of share certificates and shall keep proper records thereof in physical and/or digital form.	Issue of Share Certificate to Members
(b)	Upon completion of redevelopment or reconstruction of the Society's building or buildings, the Society shall issue fresh share certificates to the Members. The existing Members shall be issued fresh share certificates in respect of the premises allotted to them in accordance with the approved plans and agreements executed. The original share certificates shall be surrendered and cancelled before issuance of fresh share certificates. The Society shall also issue share certificates to new Members admitted in respect of newly created flats or units. Such share certificates shall be issued within a period of six months from the date of receipt of occupation certificate or completion of redevelopment, whichever is earlier. The Society shall ensure that the particulars recorded in the share certificates correspond with the records of the Society, agreements executed and statutory approvals obtained.	Issue of Share Certificate after Redevelopment new provision for accommodated new members
15	Duplicate Share Certificate	existing provision
(a)	The Committee may issue a duplicate share certificate where the original share certificate is lost or destroyed, upon the Member making an application to the Society and submitting—	
(i)	a copy of the police complaint or non-cognizable complaint lodged in respect of such loss.	

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| (ii) | an indemnity bond in the prescribed form; and a self-declaration or affidavit stating the circumstances of such loss or destruction. | Issue of Duplicate Share Certificate in case of Loss or Destruction |
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(b) Where the original share certificate is damaged, defaced, torn or mutilated, the Committee may issue a duplicate share certificate upon—

- (i) submission of an application by the Member;
- (ii) submission of an indemnity bond and affidavit; and
- (iii) surrender of the original share certificate.

(c) Every duplicate share certificate shall be issued in accordance with the provisions of the Act, the Rules and these bye-laws, and shall be recorded in the register of share certificates maintained by the Society.

The duplicate share certificate shall be clearly marked as “Duplicate” and shall bear appropriate reference to the original share certificate.

16	Restrictions on Incurring Liabilities		
	The Society may receive deposits from its Members and raise loans for such purposes, for such period, at such rate of interest and on such terms and conditions as may be decided by the Committee, subject to the provisions of the Act, the Rules and Government directives issued from time to time.	Restrictions on Incurring Liabilities	as per Rule 15
	(i) The Society shall not incur liabilities exceeding the limits prescribed under Rule 106C-10 of the Maharashtra Co-operative Societies Rules, 1961.	Statutory Limit on Liabilities	as per Rule 106C-10
	Accordingly, the total liabilities of the Society shall not, at any time, exceed ten times the aggregate of—		
	(a) the paid-up share capital;		
	(b) the accumulated reserve fund;		
	(c) the amount contributed by Members towards land and building; and		
	(d) the building fund;		
	after deducting accumulated losses, if any.		

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| (ii) | Provided that, in case of self-redevelopment of the Society's building or buildings, the Society may incur liabilities or borrow funds up to ten times the value of the land, as determined by a Government-approved valuer, subject to prior approval of the General Body and compliance with the provisions of the Act, Rules and Government directives issued from time to time. | Special
Provision for
Self-
Redevelopme
nt |
| (iii) | All borrowings, deposits and liabilities shall be placed before the General Body for its approval and shall be incurred and utilised strictly in accordance with the provisions of the Act, the Rules and Government directives. | Approval and
Control by
General Body |

17	The Society shall constitute and maintain a Reserve Fund in accordance with the provisions of Section 66 of the Maharashtra Co-operative Societies Act, 1960.	Sec. 66 and sec. 154B-18
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| (a) | <p>Constitution of Reserve Fund</p> <p>The Reserve Fund of the Society shall consist of:</p> <p>(i) all entrance fees received from Members;</p> <p>(ii) all transfer fees and transfer premium received on transfer of shares and interest in the capital or property of the Society;</p> <p>(iii) amounts appropriated from the net profits or surplus of the Society in accordance with the provisions of Section 66 of the Maharashtra Co-operative Societies Act, 1960;</p> <p>(iv) all donations and contributions received by the Society, except those specifically earmarked for any particular purpose.</p> | Constitution
of Reserve
Fund |
| (b) | <p>Credit to Reserve Fund</p> <p>All amounts specified in clause (i) above shall be credited to and shall form part of the Reserve Fund of the Society.</p> <p>The Society shall, while finalising the accounts for every Co-operative Year, transfer to the Reserve Fund such portion of its net profits as may be prescribed under Section 66 of the Act and the Rules made thereunder.</p> | Credit to
Reserve Fund |
| (c) | <p>Nature and Accounting of Reserve Fund</p> <p>The Reserve Fund shall be separately accounted for in the books of the Society and shall be indivisible.</p> <p>The Reserve Fund shall be utilised only in accordance with the provisions of the Act, the Rules and the directions issued by the competent authority from time to time.</p> | Nature and
Accounting of
Reserve Fund |

18	In accordance with the provisions of the Act and the Rules, the Society shall create and maintain such funds as are prescribed and may create such other funds as may be decided by the General Body.	Creation of Other Funds	as per Rule 106C-11
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Subject to the approval of the General Body, the Society may establish and maintain the following funds, and shall maintain the Corpus Fund, namely:—

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| (a) | The Society shall establish a Sinking Fund. | Sinking Fund |
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The Sinking Fund shall consist of contributions collected from its Members at a rate determined in the General Body Meeting, subject to a minimum of 0.25 per cent per annum of the construction cost of each flat, incurred during the building's construction and certified by the Architect.

The amount so collected shall form part of the Sinking Fund of the Society and shall be separately accounted for.

The Sinking Fund shall be utilised for heavy repairs, structural repairs, replacement of major assets, and such other capital expenditure relating to the buildings or property of the Society, as approved by the General Body.

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| (b) | The Society shall establish a Repair and Maintenance Fund. | Repair and Maintenance Fund. |
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The Repair and Maintenance Fund shall consist of contributions collected from its Members at a rate fixed in the General Body Meeting, subject to a minimum of 0.75 per cent per annum of the construction cost of each flat, incurred during the building's construction and certified by the Architect.

The amount so collected shall form part of the Repair and Maintenance Fund of the Society and shall be separately accounted for.

This Fund shall be utilised for routine recurring repairs, day-to-day maintenance and upkeep of the buildings, common areas and properties of the Society.

- (c) The Society shall establish a Major Repair Fund. Major Repair Fund

The Major Repair Fund shall consist of contributions collected from its Members at a rate fixed pro-rata on an area basis, as and when required, and as decided by the General Body.

The amount so collected shall form part of the Major Repair Fund of the Society and shall be separately accounted for.

The Major Repair Fund shall be utilised for significant repair, renovation, restoration, replacement, rehabilitation and maintenance works relating to the buildings and properties of the Society.

- (d) The Society may establish an Education and Training Fund. Education and Training Fund

The Education and Training Fund shall consist of contributions collected from its Members in accordance with the provisions of the Rules and the rates prescribed by the Government from time to time.

The amount so collected shall form part of the Education and Training Fund of the Society and shall be separately accounted for.

This Fund shall be utilised for co-operative education, training programmes, seminars, workshops, conferences, publications and capacity building of Members, Committee Members and employees of the Society.

- (e) The Society shall establish an Election Fund. Election Fund
- The Election Fund shall consist of contributions collected from its Members.
- The Society shall collect contributions equally from all Members for conducting elections of the Managing Committee, as decided by the General Body.
- The amount so collected shall form part of the Election Fund of the Society and shall be separately accounted for.
- The Election Fund shall be utilised exclusively for meeting the expenses relating to conduct of elections of the Managing Committee.
- (f) The Society may establish Welfare Fund which may consist of Welfare Fund
voluntary contributions collected from its Members.
- The Welfare Fund may be used for social, cultural and recreational activities organised by the Society.
- (g) The Society may maintain a Corpus Fund. Corpus Fund
- The Corpus Fund shall consist of contributions received from the Promoter / Builder, voluntary contributions from Members, or any other receipts as may be approved by the General Body. All such receipts shall be credited to and form part of the Corpus Fund of the Society.
- (h) The Society may establish any other additional fund for Any Other
specific purposes with contributions collected equally from all Fund
Members, subject to the approval of the General Body.
- The amount so collected shall form part of such fund and shall be separately accounted for.

- 19** Utilisation of Funds
- The funds of the Society shall be utilised strictly in accordance with the provisions of Section 154B-18 and Section 67 of the Maharashtra Co-operative Societies Act, 1960, read with the applicable provisions of the Rules and these bye-laws. Utilisation of Funds Section 154B-18 and Section 67
- No fund of the Society shall be utilised for any purpose other than that for which it is created, except with the approval of the General Body and in accordance with the provisions of the Act and Rules.

(a) The Reserve Fund of the Society shall be utilised only in accordance with the provisions of Section 66(2) of the Maharashtra Co-operative Societies Act, 1960 read with Rule 54 of the Maharashtra Co-operative Societies Rules, 1961. Accordingly, the Reserve Fund may—	Reserve Fund	Section 66(2)
(i) be used in the business of the Society; or (ii) subject to the provisions of Section 70 & Section 154B-17 of the Act, be invested in the modes prescribed; or		Section 70 & Section 154B-17
(iii) with the previous sanction of the State Government, be utilised in part for any public purpose likely to promote the objects of the Act or for such purposes of the State or local interest;		
(iv) No part of the Reserve Fund shall be drawn, pledged or otherwise utilised except in accordance with the provisions of the Act and Rules and, wherever required, with the prior sanction of the Registrar or competent authority.		
(b) The Sinking Fund shall be utilised for structural repairs, replacement of major components, reconstruction of the building or such other purposes relating to long-term sustainability of the building, as may be approved by the General Body, in accordance with Section 154B-15 read with Rule 106C-11. No amount shall be utilised from the Sinking Fund without prior approval of the General Body.	Utilisation of Sinking Fund	Section 154B-15 read with Rule 106C-11
(c) The Repair and Maintenance Fund shall be utilised for routine and recurring repairs, maintenance, upkeep and day-to-day management of the Society's property, including common areas and facilities, in accordance with Section 154B-18 read with Rule 106C-13. The Managing Committee shall be competent to incur expenditure from this fund in the ordinary course of management.	Utilisation of Repair and Maintenance Fund	Section 154B-18 read with Rule 106C-13
(d) The Major Repair Fund shall be utilised for substantial repairs, extensive renovation, replacement of major installations and other capital nature works, as approved by the General Body, in accordance with Section 154B-15 read with Rule 106C-11. No expenditure shall be incurred from this fund without prior approval of the General Body.	Utilisation of Major Repair Fund	Section 154B-15 read with Rule 106C-11

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| (e) | The Education and Training Fund shall be utilised for co-operative education and training of Members, office bearers and employees of the Society in accordance with Section 154B-6 & 154B-28 of the Act read with Rule 106C-7. | Utilisation of Education and Training Fund | Section 154B-6 & 154B-28 of the Act read with Rule 106C-7 |
| (f) | The Election Fund shall be utilised exclusively for conducting elections of the Managing Committee in accordance with the provisions of the Act and Rules governing elections and Rule 106C-11. | Utilisation of Election Fund | Rule 106C-11 |
| (g) | The Welfare Fund shall be utilised for social, cultural and welfare activities of the Members as may be approved by the General Body, in accordance with Section 154B-18 read with Rule 106C-11. | Utilisation of Welfare Fund | Section 154B-18 read with Rule 106C-11 |
| (h) | The Corpus Fund shall be utilised only for such purposes as may be decided by the General Body in accordance with the provision to Section 154B-18 of the Act read with Rule 106C-11. | Utilisation of Corpus Fund | |
| (i) | Any other fund created by the Society shall be utilised strictly for the specific purpose for which it is created, as approved by the General Body, and in accordance with the provisions of Section 154B-18 and Section 67 of the Act read with applicable Rules. | Utilisation of Any Other Fund | Section 154B-18 and Section 67 |

- 20** **Investment of Funds**
- The Society shall invest or deposit its funds in accordance with the provisions of Section 70 and Section 154B-17 of the Maharashtra Co-operative Societies Act, 1960, read with Rule 54 and Rule 55 of the Maharashtra Co-operative Societies Rules, 1961.
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| (a) | The Society shall invest or deposit its funds in one or more of the following modes as provided under the Act:— | | |
| (i) | in the District Central Co-operative Bank or the State Co-operative Bank having at least “A” Audit Class in the last three consecutive years and, where such bank is not available, in any Nationalised Bank; | | |
| (ii) | in any of the securities specified in Section 20 of the Indian Trusts Act, 1882, as permitted under Section 70 and Section 154B-17 of the Act; | Modes of Investment | Section 70 and Section 154B-17 |
| (iii) | in the shares, security bonds or debentures issued by any other co-operative society with limited liability; | | |

- (iv) in any other mode permitted by the Rules or by general or special order issued by the State Government.
- (b) The Reserve Fund shall be invested strictly in accordance with the provisions of Section 66 read with Section 70 and Section 154B-17 of the Act and Rule 54 of the Rules.
No part of the Reserve Fund shall be drawn, pledged or otherwise utilised except in accordance with the provisions of the Act and Rules and, wherever required, with the prior sanction of the Registrar.
- (c) The Society may invest its funds, other than the Reserve Fund, when not immediately required for its business, in accordance with the provisions of Section 70 and Section 154B-17 of the Act read with Rule 55 of the Rules.
- (d) The Registrar may, by general or special order, specify the maximum amount or proportion of funds that may be invested in any class or classes of securities, and may impose such conditions as may be deemed necessary, in accordance with Rule 55 of the Rules.
- (e) Restrictions by Registrar
- (f) Where the Society has invested an amount not less than ten per cent of its working capital in securities, it shall constitute an Investment Fluctuation Fund as required under Rule 55 of the Rules, and such portion of the net profits shall be credited to this fund as may be directed by the Registrar.
- (g) Where no bank is eligible as prescribed under Section 70 and Section 154B-17 of the Act, the Society may invest its funds in any other mode permitted by the State Government or the Registrar as authorised under the Act and Rules.
- (h) Compliance and Accountability
The Managing Committee shall ensure that—
 - (i) all investments are made strictly in compliance with the provisions of the Act and Rules;
 - (ii) safety and security of funds are ensured;
 - (iii) liquidity requirements of the Society are maintained; and

Investment of Reserve Fund Section 66 read with Section 70 and Section 154B-17 of the Act and Rule 54 of the Rules.

Investment of Other Funds

Restrictions and Directions by Registrar Rule 55

Investment Fluctuation Fund

Investment in Absence of Eligible Bank

Compliance and Accountability

- (iv) details of investments are properly recorded in the books of accounts and placed before the General Body in the Annual General Meeting.

CHAPTER VII - MEMBERSHIP, NOMINATION AND RECORDING OF NOMINATION

PART I -MEMBERSHIP

21	Classes of Members The membership of the Society shall consist of the following classes only:— (a) (i) Member A person admitted as a Member of the Society in accordance with the provisions of the Act, the Rules and these Bye-laws. (b) (ii) Joint Member A person who jointly holds the shares and interest in the capital/property of the Society together with another Member, and whose name is entered jointly in the records of the Society in accordance with the Act, the Rules and these Bye-laws. (c) (iii) Associate Member A person admitted as an Associate Member in accordance with Section 154B-1(18)(a) of the Act, the Rules and these Bye-laws. (d) (iv) Provisional Member A person admitted as a Provisional Member in accordance with Section 154B-1(18)(b) of the Act, the Rules and these Bye-laws.	Sec. 154B-1(18)
22	Eligibility for Membership A person shall be eligible for admission to membership of the Society only in accordance with the provisions of the Act, the Rules and these Bye-laws. (a) (i) No person shall be admitted as a Member of the Society except a “person” as defined under Section 154B-1(20) of the Maharashtra Co-operative Societies Act, 1960. (b) (ii) A minor or a person of unsound mind, inheriting the shares and interest of a deceased Member in the capital/property of the Society, or becoming entitled thereto under the provisions of the Act, may be admitted through his guardian or legal representative, subject to the provisions of the Act, the Rules and these Bye-laws.	Classes of Members Eligibility for Membership Rule 106C-4

- (c) (iii) Admission of any person to membership, whether by allotment, transfer, succession, testamentary disposition, family arrangement or any other mode recognised by law, shall be subject to compliance with the provisions of the Act, the Rules and these Bye-laws.
- (d) (iv) Where the land or building of the Society is held under lease, grant or allotment from the Government, Collector, MHADA, CIDCO, SRA, MMRDA or any other statutory or planning authority, admission to membership shall also be subject to compliance with the conditions of such lease, grant, allotment or applicable statutory provisions.
- (e) (v) No person shall be admitted as a Member if such admission is prohibited under the Act, the Rules, any lawful order of the Competent Authority or any other law for the time being in force.

23	Conditions for Admission as Member	Rule 106C-4
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No person shall be admitted as a Member, other than an Associate Member or Provisional Member, of the Society unless—

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| (a) | (i) an application for membership is made in writing in the prescribed form provided under these Bye-laws; | |
| (b) | (ii) the applicant subscribes to ten fully paid-up shares of the Society of the face value of ₹50/- each aggregating to ₹500/-, or such share capital as may be prescribed under the Act, the Rules or these Bye-laws, and pays the entrance fee of ₹500/-, as prescribed under these Bye-laws; | |
| (c) | (iii) the applicant submits a certified copy of a duly stamped and registered Agreement for Sale, Conveyance Deed, Assignment Deed, Gift Deed, Exchange Deed, Partition Deed, Release or Relinquishment Deed, Family Arrangement, Probate, Letters of Administration, Succession Certificate, Court Decree, Sale Certificate or any other document recognised under law, establishing title or interest in the flat/unit; | Conditions for Membership |
| (d) | (iv) the application is approved by the Committee in accordance with the provisions of the Act, the Rules and these Bye-laws; | |
| (e) | (v) the applicant complies with the provisions of the Act, the Rules, these Bye-laws and Government directions issued from time to time; | |

- (f) (vi) where the applicant is a body or entity, the application is accompanied by a resolution authorising such body or entity to apply for membership of the Society;
- (g) (vii) where prior approval or permission of the Government, Collector, MHADA, CIDCO, SRA, MMRDA or any other competent authority is required under any law, lease, grant or allotment, such approval or permission has been obtained before admission to membership;
- (h) (viii) such other conditions, as may be prescribed under the Act, the Rules and these Bye-laws, are fulfilled.

24

Joint Member

- (a) (i) Where the shares, right, title and interest in the flat/unit are held jointly by two or more persons, they may apply for admission as Joint Members of the Society in the prescribed form.
- (b) (ii) The person whose name appears first in the registered document of title and in the Share Certificate shall be deemed to be the Member of the Society for all purposes under the Act, the Rules and these Bye-laws.
- (c) (iii) The remaining joint holder or holders may be admitted as Joint Members of the Society.
- (d) (iv) A Joint Member shall exercise such rights and discharge such duties and obligations as are provided under the Act, the Rules and these Bye-laws.
- (e) (v) Unless otherwise provided under the Act, the Rules or these Bye-laws, any notice or communication served upon the first holder shall be deemed to have been duly served upon all the Joint Members.
- (f) (vi) On the death, resignation, cessation or transfer of the first holder, the rights and liabilities of the Joint Member or Joint Members shall be governed by the provisions of the Act, the Rules and these Bye-laws relating to transfer of membership and transfer after death.

25

Associate Member

- (a) (i) Any person as defined in Section 154B-1(18)(a) of the Act may apply for admission as an Associate Member of a Member in the prescribed form, along with the written recommendation or consent of such Member.
- (b) (ii) An Associate Member may be admitted by the Committee subject to the provisions of the Act, the Rules and these Bye-laws.

Rule 106C-
5

- (c) (iii) The recommendation or consent given by the Member may be revoked by him at any time by giving a written intimation to the Society, and upon such revocation, the Associate Membership shall cease.
- (d) (iv) An Associate Member shall also cease to be such upon the resignation, cessation or death of the Member who has recommended or consented to his admission, or upon the resignation or death of the Associate Member.
- (e) (v) An Associate Member shall exercise only such rights and discharge such duties as are specifically conferred under the Act, the Rules and these Bye-laws.

PART II – TRANSFER OF SHARES AND INTEREST DURING THE LIFETIME OF A MEMBER

26	Transfer of Shares and Interest During the Lifetime of a Member	existing provision and provision is made for transfer on auction
	(a) (i) A Member may transfer his shares and interest in the capital/property of the Society by— (i) (a) a duly stamped and registered Agreement for Sale or Conveyance; (ii) (b) a duly stamped and registered Gift Deed; (iii) (c) a duly stamped and registered Exchange Deed; (iv) (d) a Sale Certificate issued by a Court, Recovery Officer under the Maharashtra Co-operative Societies Act, 1960, an Authorised Officer under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002, a Bank, Financial Institution, Credit Agency or any other Competent Authority under any law for the time being in force; or (v) (e) any other duly stamped and registered instrument or document recognised under any law for transferring the right, title and interest in the flat/unit together with the shares and interest in the Society. (b) (ii) Every transfer referred to in clause (i) shall be subject to the provisions of the Act, the Rules, Government directions and these Bye-laws.	

- (c) (iii) A transfer under clauses (a), (b), (c) and (e) shall be treated as a voluntary transfer made by the Member.
- (d) (iv) A transfer under clause (d) shall be deemed to be a transfer effected by operation of law or pursuant to statutory recovery or legal proceedings, and such transfer shall not be invalid merely because the transferor is unable, unwilling or not available to execute any application, resignation, declaration, undertaking or other document ordinarily required for a voluntary transfer.

27

Conditions and Documents for Transfer

existing
provision

- (a) (i) Every application for transfer of shares and interest shall be made in the prescribed form.
- (b) (ii) In the case of a voluntary transfer under Bye-law No. 26(iii), the following documents shall ordinarily accompany the application:—
 - (i) (a) application by the transferor;
 - (ii) (b) application for admission to membership by the proposed transferee;
 - (iii) (c) resignation of the transferor from membership;
 - (iv) (d) the original Share Certificate, wherever available;
 - (v) (e) the duly stamped and registered instrument or document referred to in Bye-law No. 26;
 - (vi) (f) proof of payment of the transfer fee, entrance fee and premium, wherever applicable;
 - (vii) (g) such declarations, undertakings and other documents as may be prescribed under the Act, the Rules and these Bye-laws.
- (c) (iii) In the case of a transfer under Bye-law No. 26(iv), the Committee shall require only such documents as are applicable to such transfer, and the absence of the transferor's application, resignation, consent, declaration, undertaking or the original Share Certificate shall not, by itself, be a ground for refusing the transfer.
- (d) (iv) Before approving any transfer, the Committee shall satisfy itself that—
 - (i) (a) the proposed transfer complies with the provisions of the Act, the Rules, Government directions and these Bye-laws;
 - (ii) (b) the transferor had a lawful right, title and interest capable of being transferred, or that the applicant has lawfully acquired such right by operation of law;

- (iii) (c) the proposed transferee is eligible for admission as a Member;
- (iv) (d) the documents produced establish the entitlement of the applicant to seek transfer;
- (v) (e) where required under any law, lease, grant, allotment or direction of any competent authority, the necessary approval, permission or No Objection Certificate has been obtained; and
- (vi) (f) all other requirements prescribed under the Act, the Rules and these Bye-laws have been complied with.

Explanation: Nothing contained in this Bye-law shall affect the first charge of the Society under Section 154B-7 of the Act, and the rights of the Society to recover its dues in accordance with the provisions of the Act and other applicable laws shall remain unaffected.

PART III – TRANSFER OF SHARES AND INTEREST AFTER THE DEATH OF A MEMBER

28

Nomination

- (a) (i) Every Member or Joint Member of the Society may nominate one or more persons in the prescribed Nomination Form for the purpose of transfer of the shares and interest of the deceased Member in accordance with Section 154B-13 of the Act, Rule 106C-8 and these Bye-laws.
- (b) (ii) The nomination shall be signed by the Member and submitted to the Society during his lifetime. Where the shares and interest are held jointly, each Joint Member may make a separate nomination in respect of his or her respective share and interest.
- (c) (iii) An Associate Member or a Provisional Member shall not be entitled to make any nomination.
- (d) (iv) A Member may, at any time during his lifetime, revoke or vary an existing nomination by submitting a fresh Nomination Form in the prescribed form. Upon recording of such fresh nomination, the earlier nomination shall stand revoked to the extent of such revocation or variation.
- (e) (v) The Secretary shall acknowledge the receipt of every nomination, revocation or variation and shall record the same in the Register of Nominations maintained by the Society in accordance with Rule 106C-9.
- (f) (vi) No fee shall be charged for recording the first nomination. A fee of ₹100/- shall be charged for every subsequent nomination, revocation or variation.

Section
154B-13
of the Act,
Rule 106C-
8

Rule 106C-
9

- (g) (vii) Where more than one nominee is appointed, the Member may specify the proportion in which the shares and interest shall devolve upon each nominee. In the absence of such specification, the nominees shall be deemed to have been nominated in equal proportion.
- (h) (viii) A nomination shall not by itself create or confer any ownership, title or beneficial interest in the flat/unit or in the shares and interest of the deceased Member. It shall only entitle the nominee to seek admission as a Provisional Member and to represent the estate of the deceased Member in accordance with Section 154B-13 of the Act, the Rules and these Bye-laws until the final transfer is effected in favour of the person or persons legally entitled thereto.
- (i) (ix) The rights, title and interest of the deceased Member shall ultimately devolve in accordance with the applicable succession law, testamentary disposition, registered family arrangement or any other legally valid document recognised under law.

Section
154B-13
and Rule
106C-6

29

Recording of Nomination

- (a) (i) Every nomination, revocation or variation received by the Society shall be placed before the next meeting of the Committee for taking the same on record.
- (b) (ii) The Committee shall record the nomination, revocation or variation in the minutes of its meeting, and the Secretary shall make the necessary entries in the Register of Nominations and such other records of the Society as may be prescribed.
- (c) (iii) The acknowledgment issued by the Secretary on receipt of the nomination, revocation or variation shall be deemed to be acknowledgment of its recording by the Society.
- (d) (iv) The Society shall maintain a separate Register of Nominations containing the particulars of every valid nomination, revocation and variation in accordance with Rule 106C-9 of the Rules.
- (e) (v) The Society shall not refuse to record a nomination, revocation or variation if it is submitted in the prescribed form and is otherwise in accordance with the provisions of the Act, the Rules and these Bye-laws.

- (f) (vi) Recording of a nomination by the Society shall not amount to adjudication of the validity of the nomination or determination of the rights, title or interest of any person in the shares, interest or property of the deceased Member.

30

Admission of Provisional Member after Death of a Member

Rule 106C-
6 and Sec.
154B-13

- (a) (i) Admission of Provisional Member on the Basis of Nomination
- (i) (a) Upon the death of a Member or Joint Member, the nominee of the deceased Member may apply for admission as a Provisional Member in the prescribed form together with an Indemnity Bond indemnifying the Society against any future claims in respect of the shares and interest of the deceased Member in the capital/property of the Society.
- (ii) (b) Where more than one nominee has been appointed, all such nominees shall make a joint application. They may, by a joint Affidavit or Declaration, authorise any one amongst them to be admitted as the Provisional Member.
- (iii) (c) Where the nominees fail to authorise any one amongst them to be admitted as the Provisional Member, the Committee shall require them to comply with the provisions of the Act, the Rules and these Bye-laws before considering the application.
- (iv) (d) The Committee shall, after verification of the nomination and other relevant documents and after making such inquiry as it deems fit, admit the authorised nominee as a Provisional Member.
- (b) (ii) Admission of Provisional Member where no Nomination exists
- (i) (a) Where a Member dies without making a nomination, or where no nominee comes forward for admission as a Provisional Member, the Society shall invite applications from the legal heirs or legal representatives of the deceased Member by publishing a notice in at least two local daily newspapers having wide circulation and by displaying such notice on the Notice Board of the Society, in the manner prescribed under the Rules.

- (ii) (b) The legal heirs or legal representatives claiming the shares and interest of the deceased Member shall submit an application in the prescribed form together with an Indemnity Bond indemnifying the Society against any future claims.
- (iii) (c) Where there is more than one legal heir or legal representative, they may, by a joint Affidavit or Declaration, authorise any one amongst them to be admitted as the Provisional Member.
- (iv) (d) If the legal heirs or legal representatives fail to arrive at a consensus, or if any dispute regarding succession exists, the Committee shall require the production of a Succession Certificate, Probate, Letters of Administration, Legal Heirship Certificate or such other document recognised under law before admitting any person as a Provisional Member.
- (v) (e) After considering the applications, claims or objections, if any, received pursuant to the public notice and after making such inquiry as it deems fit, the Committee may admit the authorised legal heir or legal representative as a Provisional Member.
- (c) (iii) Rights and Limitations of a Provisional Member
 - (i) (a) A Provisional Member shall continue as such until the final transfer of the shares and interest of the deceased Member is completed in accordance with the Act, the Rules and these Bye-laws.
 - (ii) (b) Admission as a Provisional Member shall not confer any ownership, title or beneficial interest in the flat/unit or in the shares and interest of the deceased Member.
 - (iii) (c) The name of the Provisional Member shall not be entered on the Share Certificate and no Share Certificate shall be issued in his name.
 - (iv) (d) Admission as a Provisional Member shall not affect or determine the rights, title or interest of the legal heirs or of any other person claiming through the deceased Member.
 - (v) (e) A Provisional Member shall be entitled to exercise only such rights and discharge such obligations as are expressly provided under the Act, the Rules and these Bye-laws.

- (a) (i) Where, after the death of a Member or any Joint Member, the legal heirs or legal representatives have entered into a duly stamped and registered Deed of Family Arrangement determining the shares, rights, title and interest of the deceased Member in the flat/unit and the shares and interest in the capital/property of the Society, they may apply for transfer in accordance with such Deed.

Explanation: For the purposes of this Bye-law, “Family Arrangement” means a duly stamped and registered arrangement or settlement entered into amongst the legal heirs or legal representatives of the deceased Member for distribution of the shares, rights, title and interest of the deceased Member.

- (b) (ii) The application shall be made in the prescribed form and shall be accompanied by—
 - (i) (a) the original or a certified copy of the duly stamped and registered Deed of Family Arrangement;
 - (ii) (b) an Indemnity Bond indemnifying the Society against any future claims in respect of the shares and interest of the deceased Member;
 - (iii) (c) the original Share Certificate, wherever available; and
 - (iv) (d) such other documents as may be prescribed under the Act, the Rules and these Bye-laws.
- (c) (iii) Upon receipt of the application, the Committee shall publish a public notice in the manner prescribed under the Rules inviting claims or objections, if any, from persons claiming any right, title or interest in the shares and interest of the deceased Member.
- (d) (iv) If no claim or objection is received within the prescribed period and the Committee is satisfied that the application complies with the Act, the Rules and these Bye-laws, it may approve the transfer in accordance with the registered Deed of Family Arrangement.
- (e) (v) Where any claim or objection is received, or where the Committee is satisfied that a dispute exists regarding the rights of the legal heirs or the validity or effect of the Deed of Family Arrangement, the Committee shall not determine such dispute and shall require the parties to produce appropriate succession documents or an order of the competent Court before considering the transfer.

- (f) (vi) Upon approval of the transfer, the Society shall admit the transferee as a Member, record the transfer in the Register of Members and other statutory records, endorse or issue the Share Certificate in accordance with the Act, the Rules and these Bye-laws, and the Provisional Membership, if any, shall thereupon cease.

32	Transfer on the Basis of Succession Documents	Sec. 154B- 13
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- (a) (i) Where the shares, rights, title and interest of a deceased Member or Joint Member are to be transferred on the basis of a Succession Certificate, Legal Heirship Certificate, Probate of a Will, Letters of Administration, Court Decree or Order, or any other document recognised under law, the person or persons entitled thereunder may apply for transfer of the shares and interest in the prescribed form.
- (b) (ii) The application shall be accompanied by—
 - (i) (a) the original or a certified copy of the Succession Certificate, Legal Heirship Certificate, Probate, Letters of Administration, Court Decree, Court Order or other legally recognised succession document;
 - (ii) (b) the original Share Certificate, wherever available;
 - (iii) (c) an Indemnity Bond indemnifying the Society against any future claims in respect of the shares and interest of the deceased Member; and
 - (iv) (d) such other documents as may be prescribed under the Act, the Rules and these Bye-laws.
- (c) (iii) The Committee shall verify the documents produced and satisfy itself that the applicant is entitled to seek transfer in accordance with the Act, the Rules and these Bye-laws.
- (d) (iv) Where the succession documents clearly determine the person or persons entitled to the shares and interest of the deceased Member and there is no legal prohibition or restraint, the Committee may approve the transfer in favour of such person or persons.
- (e) (v) Where the Society receives any order of a Court or competent authority restraining the transfer, or where the succession document itself requires compliance with any further condition before transfer, the Committee shall keep the application pending until such order is vacated or the required compliance is fulfilled.

- (f) (vi) The Society shall not adjudicate any dispute relating to the validity, interpretation or legal effect of any succession document. Any person disputing such document shall obtain appropriate orders from the competent Court, and the Society shall act in accordance with such orders.
- (g) (vii) Upon approval of the transfer, the Society shall admit the transferee as a Member, record the transfer in the Register of Members and other statutory records, endorse or issue the Share Certificate in accordance with the Act, the Rules and these Bye-laws, and the Provisional Membership, if any, shall thereupon cease.

33	Disposal of Transfer Applications	existing provisions, process of disposal of applications
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- (a) (i) The Secretary shall scrutinise every application for transfer of shares and interest within fifteen days from the date of its receipt. Where any document, information or compliance is found deficient, the Secretary shall communicate such deficiency to the applicant in writing or by electronic means, specifying the documents, information or compliances required. Only a complete application together with all prescribed documents and compliances shall be placed before the Committee for consideration. No transfer shall be recorded by the Society unless it complies with the provisions of the Act, the Rules, Government directions and these Bye-laws.
- (b) (ii) The Committee shall consider and decide every complete application for transfer within thirty days from the date on which all prescribed documents, information and compliances are received by the Society. The decision of the Committee shall be recorded in the minutes of the meeting and shall be communicated to the applicant within seven days from the date of such decision.
- (c) (iii) Before approving any transfer, the Committee shall satisfy itself that—
 - (i) (a) the proposed transfer complies with the provisions of the Act, the Rules, Government directions and these Bye-laws;

- (ii) (b) the transferor has a lawful right, title and interest capable of being transferred, or that the applicant has lawfully acquired such right by operation of law;
 - (iii) (c) the transferee is eligible for admission as a Member;
 - (iv) (d) all prescribed documents, declarations, undertakings, fees and other requirements under the Act, the Rules and these Bye-laws have been duly complied with; and
 - (v) (e) in every transfer other than a transfer consequent upon the death of a Member, all dues payable to the Society in respect of the shares and interest and the flat/unit have been paid in accordance with the provisions of Section 154B-7 of the Act.
- Section
154B-7
- (d) (iv) In the case of a transfer consequent upon the death of a Member, the existence of outstanding dues payable by the deceased Member shall not, by itself, be a ground for refusing admission of a Provisional Member or refusing transfer of the shares and interest to the person or persons entitled thereto under the Act, the Rules and these Bye-laws. Nothing contained in this clause shall affect the first charge of the Society under Section 154B-7 of the Act or its right to recover such dues in accordance with law.
 - (e) (v) No application for admission to membership or transfer shall be refused except for non-compliance with the provisions of the Act, the Rules, these Bye-laws or any lawful order issued by a competent authority. Every order refusing the application shall be in writing and shall state the reasons therefor.
 - (f) (vi) Where the Society fails to communicate its decision within three months from the date of receipt of the complete application, the applicant may claim the benefit of deemed membership under Section 22(2) of the Act. Such claim shall be subject to an order of the Registrar passed under the Act after giving an opportunity of hearing to the parties concerned.
 - (g) (vii) Upon approval of the transfer, the Society shall admit the transferee as a Member, record the transfer in the Register of Members and other statutory records, endorse or issue the Share Certificate, wherever required, and communicate the admission of the transferee in the prescribed manner.
- Section
22(2)

(h)

CHAPTER VIII. RIGHTS AND DUTIES OF MEMBERS

Rights of Members

Every Member shall, subject to the provisions of the Act, the Rules and these Bye-laws, have the right—

Sec. 154B-10,
Sec.154B-11 and
existing
provisions
synchronised in
proper way

- (a) (i) to hold, occupy and peacefully enjoy the flat/unit together with the shares and interest in the Society.
- (b) (ii) to attend, participate, speak and vote at the General Body Meetings of the Society in accordance with the Act, the Rules and these Bye-laws.
- (c) (iii) to vote at the election of the Committee and to contest the election or hold office in the Society, subject to the eligibility, qualification and disqualification provisions of the Act, the Rules and these Bye-laws.
- (d) (iv) to use the common areas, common facilities, common amenities and common services of the Society in a lawful and reasonable manner in accordance with the Act, the Rules and these Bye-laws.
- (e) (v) to inspect the books, registers, records and documents of the Society and to obtain certified copies thereof on payment of the prescribed fees in accordance with Section 154B-8 of the Act, the Rules and these Bye-laws.
- (f) (vi) to receive notices, agenda, minutes of meetings, audited financial statements, audit reports, annual budget, statements of accounts and such other information and documents as are required to be furnished under the Act, the Rules and these Bye-laws.
- (g) (vii) to submit complaints, suggestions, requisitions, representations and resolutions before the Committee or the General Body and to seek redressal of grievances in accordance with the Act, the Rules and these Bye-laws.
- (h) (viii) to nominate, revoke or vary a nomination, appoint or revoke an Associate Member, transfer the shares and interest in the Society, mortgage or create a charge over the flat/unit and the shares and interest, exchange the flat/unit, or otherwise deal with the flat/unit in accordance with the Act, the Rules and these Bye-laws.

- (i) (ix) to sub-let, give the flat/unit on leave and licence basis, caretaker basis or otherwise part with possession thereof, without prior permission of the Society where such permission is not required under law, by giving the prescribed intimation to the Society and complying with the provisions of the Act, the Rules and these Bye-laws.
- (j) (x) to avail all services, facilities and amenities provided by the Society without discrimination and subject to the provisions of the Act, the Rules and these Bye-laws.
- (k) (xi) to participate in the management, administration and democratic functioning of the Society and to seek enforcement of the provisions of the Act, the Rules and these Bye-laws before the competent authority or forum provided under law.
- (l) (xii) to inspect the statutory registers, records relating to the management and affairs of the Society and such other documents as may be permitted under the Act, the Rules and these Bye-laws.
- (m) (xiii) to exercise such other rights as are conferred upon a Member under the Act, the Rules, Government directions and these Bye-laws.

35

Duties of Members

Every Member shall—

Sec. 154B-10,
Sec.154B-11 and
existing
provisions
synchronis
ed in
proper way

- (a) (i) comply with the provisions of the Act, the Rules, Government directions and these Bye-laws.
- (b) (ii) pay all dues, maintenance charges, contributions and other sums payable to the Society within the prescribed time.
- (c) (iii) attend General Body Meetings and participate in the affairs and democratic management of the Society.
- (d) (iv) maintain the flat/unit in good condition and use the flat/unit only for the purpose permitted under law and these Bye-laws.

- (e) (v) use the common areas, common facilities, common amenities and services in a lawful and reasonable manner and without causing obstruction, nuisance, inconvenience, damage or danger to the Society or to any other Member or occupant.
- (f) (vi) safeguard the property, assets and interests of the Society and not commit or permit any act detrimental or prejudicial to the interests of the Society.
- (g) (vii) furnish to the Society such declarations, information and documents as may be required under the Act, the Rules and these Bye-laws and promptly intimate any change in ownership, address, correspondence address, contact details, occupation of the flat/unit, tenant, licensee, caretaker, mortgage, transfer or any other particulars required to be maintained by the Society. Where the flat/unit is sold, transferred, mortgaged, exchanged, given on leave and licence, sub-let, entrusted to a caretaker or possession is parted with in any manner, the Member shall submit the prescribed particulars and documents in accordance with the Act, the Rules and these Bye-laws.
- (h) (viii) ensure that every family member, tenant, licensee, caretaker, occupant, employee, servant, contractor, visitor or any person claiming through the Member complies with the provisions of the Act, the Rules and these Bye-laws, and the Member shall remain responsible for any breach thereof.
- (i) (ix) permit the authorised representatives of the Society, after due notice except in cases of emergency, to enter the flat/unit for inspection, maintenance, repairs, replacement of common services or compliance with statutory requirements.
- (j) (x) comply with the lawful resolutions of the General Body and the lawful decisions of the Committee passed in accordance with the Act, the Rules and these Bye-laws.
- (k) (xi) cooperate with the Society in matters relating to maintenance, repairs, structural audit, fire safety, safety measures, statutory inspections, statutory compliance, conveyance, redevelopment, disaster management and all other matters affecting the common interest of the Society.
- (l) (xii) perform such other duties and obligations as may be imposed under the Act, the Rules, Government directions and these Bye-laws.

Every Member shall occupy and use the flat/unit in accordance with the provisions of the Act, the Rules and these Bye-laws.

- (a) (i) A Member may occupy the flat/unit personally or permit its occupation by the members of his family, Joint Member, Associate Member, Provisional Member, tenant, licensee, caretaker or any other person lawfully entitled to occupy the flat/unit in accordance with the Act, the Rules and these Bye-laws.
- (b) (ii) Every flat/unit shall be used only for the purpose permitted under the sanctioned building plans, the Occupancy Certificate, the conditions of lease or allotment, if any, and the applicable laws.
- (c) (iii) No Member shall use or permit the use of the flat/unit for any purpose prohibited under law or in a manner likely to cause nuisance, annoyance, inconvenience, damage, hazard or danger to the Society or to any Member, resident or occupant.
- (d) (iv) The Member shall be responsible for ensuring that every person occupying the flat/unit through or under him complies with the provisions of the Act, the Rules and these Bye-laws and shall remain responsible for any breach committed by such person.
- (e) (v) No Member shall part with possession of the flat/unit except in accordance with the provisions of the Act, the Rules and these Bye-laws.
- (f) (vi) Nothing contained in this Bye-law shall prejudice the right of a Member to transfer, mortgage, exchange, sub-let, give the flat/unit on leave and licence or caretaker basis or otherwise deal with the flat/unit in accordance with the Act, the Rules and these Bye-laws.

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Sec. 154B-
8 and
provided
clarity and
also added
charges,
provision
in this part

- (a) Every Member shall be entitled to inspect, free of cost, at the office of the Society during office hours or at such time as may be fixed by the Society, the documents and records as provided under Section 154B-8(1) of the Act, which are as follows:—
- (i) a copy of the Act, the Rules and these Bye-laws;
 - (ii) the last audited Balance Sheet of the Society;
 - (iii) the Profit and Loss Account of the Society;
 - (iv) the list of Members of the Committee of the Society;
 - (v) the Register of Members of the Society;
 - (vi) the Minutes of the General Body Meetings of the Society;
 - (vii) the Minutes of the Committee Meetings of the Society;
 - (viii) those portions of the books and records in which the transactions of that Member with the Society have been recorded.
- (ix) The General Body may fix at least one day in each month and the time for inspection of the records and documents of the Society by Members.
- (b) On the day and during the time so fixed by the General Body, the Secretary shall make available the records and documents referred to in clause (i) at the office of the Society or at the place where such records are maintained, and any Member may inspect the same without making any separate application.
- (c) Where the General Body has not fixed such day and time for inspection, a Member desiring to inspect any records or documents shall make an application in writing in Form No. ____, specifying the records or documents required for inspection.

Inspection of
Records and
Documents

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- (d) In such cases, the Secretary shall, within fifteen days from the date of receipt of the application, communicate to the Member the date, time and place at which inspection shall be allowed.
- (e) Inspection shall be given at the office of the Society and, where the Society has no office, at the place where the records are maintained as decided by the General Body in accordance with these Bye-laws.
- (f) The Secretary shall ensure that all records of the Society are kept at the place so decided and shall make the same available for inspection in accordance with this Bye-law.
- (g) The Secretary shall maintain a register of inspections, including applications received, dates fixed and inspections given.

38

Supply of Copies of Documents

- | | | |
|-------|--|---------------------------------------|
| (a) | A Member shall be entitled to obtain copies of the documents and records referred to in Bye-law No. 26, which are made available for inspection under Section 154B-8(1) of the Act, and for that purpose shall make an application in writing in Form No. ____, specifying clearly the documents of which copies are required. | * |
| (b) | The Secretary shall, within seven days from the date of receipt of such application, communicate to the Member— | Supply of
Copies of
Documents * |
| (i) | the amount of fees payable for such copies as provided under Bye-law No. 28; and | |
| (ii) | the details of the mode of payment, including bank account details and digital payment modes as decided by the Society. | |
| (c) | The Society shall furnish copies of the documents from the date of receipt of fees— | |
| (i) | within forty-five days; and | |
| (ii) | within thirty days, where the Society is assisted by the Government in the form of share capital, loan or land. | |
| (d) | Copies shall be supplied in physical form or digital form if available. | |
| (e) | The Secretary or authorised person shall be responsible for— | |
| (i) | communicating the fees within the prescribed period; | |
| (ii) | ensuring supply of copies within the prescribed time limit; and | |
| (iii) | maintaining a register of applications received, fees communicated, payments received and copies supplied. | |

39 Fees for Inspection and Supply of Copies

- (a) The fees for obtaining copies of documents and records under Bye-law No. 27 shall be as prescribed by the Registrar under Section 154B-8 of the Act.
- (b) Until such fees are prescribed by the Registrar, the Member of the Society requiring copies of documents shall pay copying fees and other charges at the following rates:—

Fees for
Inspection and
Supply of
Copies

Sr. No.	Particulars	Fees
(1)	Certified copy of the Approved Bye-laws of the Society	Rs. 5/- per page
(2)	Amendment of the Bye-laws of the Society	Rs. 5/- per page
(3)	Last Audited Balance Sheet of the Society	Rs. 10/- per page
(4)	Application for Membership of the Society	Rs. 25/-
(5)	Second and Subsequent Nomination by the Member of the Society	Rs. 100/-
(6)	Share Certificate of the Society (Duplicate)	Rs. 100/-
(7)	List of Members of the Society	Rs. 10/- per page
(8)	Correspondence / Documents (related to Member)	Rs. 10/- per page
(9)	Minutes of the General Body Meetings and Committee Meetings	Rs. 10/- per page
(11)	Copy of Annual Returns and Periodicals	Rs. 10/- per page
(13)	Any other document as per Section 154 B-8 of the Act	Rs. 5/- per page
(14)	If any document provided in digital form (WhatsApp / email)	No charge
(15)	If any document provided in digital form on pen drive	Charge of pen drive if pen drive provided by the Society

Note: A Member shall have the right to inspect records and obtain copies of documents in accordance with Section 154B-8 of the Act. However, the Society shall not disclose or provide copies of any confidential, personal or sensitive information relating to any Member or any other person, such as Aadhaar Card, PAN Card, Passport, bank account details or any other information, the disclosure of which is prohibited or restricted under any law for the time being in force, except where such disclosure is required by law or by an order of a competent authority.

as per digital privacy act.

40 Sub-letting, Leave and License

existing provision

- (a) A Member who sub-lets his flat or shop or gives it on leave and licence basis, caretaker basis or parts with possession in any other lawful manner shall intimate the Society in writing. Intimation of sub-letting

Such intimation shall include:—

- (i) a copy of the duly stamped and registered leave and licence agreement or other lawful document; and
- (ii) a copy of the police intimation or police verification, wherever required under applicable law.

41 Restriction on Assignment of Occupancy Rights

- (a) No Member shall assign, mortgage or create any charge on his occupancy rights in the flat without prior permission in writing of the Society. Restriction on Assignment of Occupancy Rights
- (b) Such permission shall not be required where the assignment, mortgage or charge is created for obtaining loan or repayment of loan from: Exemption of Permission on Assignment of Occupancy Rights
- i. Employer;
 - ii. Life Insurance Corporation of India;
 - iii. Bank or Financial Institution;
 - iv. The Society;
 - v. Any agency approved by the Government or Commissioner for Co-operation.
- (c) The Member shall, however, intimate the Society of such transaction and submit necessary documents for record.

42	Resignation of Membership	existing provision
(a)	Resignation by a Member A Member, including a Joint Member, if any, may resign from the membership of the Society by giving three months' notice in writing to the Society.	Resignation of Membership
(b)	A Joint Member may resign his membership at any time by giving notice in writing to the Secretary of the Society through the Member with whom he holds the shares jointly.	Resignation by Joint Member
(c)	An Associate Member may resign his membership at any time by giving notice in writing to the Secretary of the Society.	Resignation by Associate Member
(d)	A Provisional Member may resign his membership at any time by giving notice in writing to the Secretary of the Society.	Resignation by Provisional Member
43	Conditions for Acceptance of Resignation	existing provision
(a)	No resignation of a Member shall be accepted unless all dues payable to the Society by such Member are paid in full.	
(b)	Where any dues are found payable, the Secretary shall, within fifteen days from the date of receipt of the notice of resignation, communicate to the Member the details of such dues and call upon the Member to pay the same within thirty days from the date of such communication.	
(c)	Where no dues are outstanding or the dues are paid within the stipulated period, the Committee shall accept the resignation and the Secretary shall communicate the decision to the Member within three months from the date of receipt of the notice of resignation.	Conditions for Acceptance of Resignation
(d)	Where the resignation is not accepted, the Committee shall record the reasons and communicate the same to the Member within three months from the date of receipt of the notice of resignation.	

CHAPTER IX- MAINTENANCE, REPAIRS, ALTERATIONS AND OCCUPATION OF FLATS

- (a) (i) Every Member shall keep the flat/unit in good condition and proper repair and shall maintain the same in a clean, safe, hygienic and tenantable condition.
- (b) (ii) Every Member shall, at his own cost, maintain all internal parts of the flat/unit and all internal fixtures, fittings and installations therein, except those specifically required to be maintained by the Society under these Bye-laws.
- (c) (iii) Without prejudice to clause (ii), every Member shall, at his own cost, maintain the following within the flat/unit:—
 - (i) (a) internal plaster, flooring, tiles, wall finishes, false ceiling and internal painting;
 - (ii) (b) internal doors, windows, ventilators, grills, glazing and glass panes;
 - (iii) (c) internal electrical wiring, switches, sockets, fixtures, fittings and appliances beyond the Society's common supply point;
 - (iv) (d) internal water pipes, taps, valves, sanitary fittings and plumbing installations beyond the Society's common supply line;
 - (v) (e) internal drainage pipes, sanitary connections and fixtures serving exclusively that flat/unit;
 - (vi) (f) wash basins, sinks, water closets, bathroom fittings, kitchen fittings and all other sanitary installations;
 - (vii) (g) internal waterproofing, tile joints, sealants and finishing works carried out within the flat/unit; and
 - (viii) (h) such other internal fixtures, fittings and installations exclusively serving that flat/unit.
- (d) (iv) No Member shall do or permit anything in the flat/unit which may cause leakage, seepage, blockage, damage, nuisance, inconvenience, vibration, fire hazard or danger to the building, common areas, common facilities, common services or any other flat/unit.

- (e) (v) Every Member shall promptly attend to any defect, damage or deterioration for which he is responsible and shall cooperate with the Society in carrying out repairs affecting the building or common services.
- (f) (vi) Every Member shall permit reasonable access to the Society or its authorised representatives for inspection, maintenance, repairs, structural audit, replacement of common services or compliance with statutory requirements in accordance with these Bye-laws.

45	Repairs and Maintenance to be Carried Out by the Society	existing provisions, grouped in synchronised way
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- (a) (i) Subject to the provisions of the Act, the Rules and these Bye-laws, the Society shall, at its cost, maintain, repair, renew or replace the common areas, common facilities, common amenities, common services and all parts of the building which are not exclusively allotted to or intended for the exclusive use of any Member.
- (b) (ii) Without prejudice to clause (i), the Society shall be responsible for the maintenance, repair, renewal or replacement of the following:—
 - (i) (a) foundations, columns, beams, slabs, load-bearing walls, shear walls, retaining walls, structural members and all other structural components of the building;
 - (ii) (b) roof slabs, terraces, terrace waterproofing, parapet walls, chajjas, canopies, sunshades and weather protection structures forming part of the building;
 - (iii) (c) external walls, external plaster, external painting, external cladding, façade treatment and waterproof coating of the building;
 - (iv) (d) staircases, lift lobbies, common passages, corridors, entrance lobbies, foyers and all other common circulation areas;
 - (v) (e) lifts, elevators, escalators, lift machinery, lift shafts, machine rooms, control panels and all lift equipment;
 - (vi) (f) compound walls, entrance gates, security cabins, internal roads, driveways, footpaths, kerbs, pavements, gardens, landscaped areas, children's play areas and all other common open spaces;

- (vii) (g) club house, gymnasium, community hall, swimming pool, recreation areas and other common amenities provided by the Society;
- (viii) (h) overhead water tanks, underground water tanks, sumps, borewells, pumps, pressure pumps, hydro-pneumatic systems, rainwater harvesting systems and all common water storage and supply installations;
- (ix) (i) all common water supply pipelines, rising mains, distribution pipelines, valves, pumps and fittings up to the point from where the exclusive internal pipeline serving an individual flat/unit commences;
- (x) (j) all common drainage lines, soil stacks, waste stacks, vent pipes, rainwater down-take pipes, manholes, chambers, sewer lines, septic tanks, sewage treatment plants and storm-water drainage systems up to the point where the exclusive connection of an individual flat/unit commences;
- (xi) (k) the main electrical supply system including transformer, HT/LT panels, meter room, common distribution boards, electrical risers, common wiring, earthing system, lightning protection system, generators, solar power systems, inverters and all electrical installations up to the common supply point of each flat/unit;
- (xii) (l) fire prevention, fire detection, fire alarm, fire-fighting, sprinkler, hydrant, smoke extraction, emergency lighting and all other statutory fire safety systems;
- (xiii) (m) intercom systems, CCTV systems, access control systems, boom barriers, video door phones, security systems and all other common electronic installations provided by the Society;
- (xiv) (n) common ducts, service shafts, utility shafts, pipe shafts, electrical shafts and all common service installations passing through them;
- (xv) (o) expansion joints, seismic joints, settlement joints and all structural movement joints of the building;
- (xvi) (p) waterproofing of terraces, podiums, refuge areas and other common portions of the building;
- (xvii) (q) all common parking areas, visitor parking areas, parking decks and mechanical parking systems, excluding individual parking equipment installed by a Member;
- (xviii) (r) common refuse collection areas, garbage rooms, composting units and waste management systems;

- (xix) (s) all common facilities, common amenities and common services vested in or belonging to the Society under the Act, the Rules and these Bye-laws;
- (xx) (t) such other parts of the building or property as are not specifically made the responsibility of an individual Member under these Bye-laws.
- (c) (iii) Where any repair involves both the Society's property and the internal portion of a flat/unit, the responsibility shall be determined in accordance with these Bye-laws after inspection by the Society, and where necessary, on the opinion of an Architect, Structural Engineer or other technical expert.
- (d) (iv) The Society shall carry out routine maintenance, preventive maintenance and necessary repairs within a reasonable time after receiving information or becoming aware of the need for such repairs.
- (e) (v) The Society shall maintain proper records of inspections, technical reports, repairs, replacements and expenditure incurred in respect of the Society's property and common services.
- (f) (vi) Nothing contained in this Bye-law shall relieve a Member from carrying out repairs and maintenance for which the Member is responsible under these Bye-laws.

46 Repairs and Maintenance to be Carried Out by Members

existing provisions, grouped in synchronised way

- (a) Every Member shall, at his own cost, maintain, repair, renew and replace all parts of the flat/unit, fixtures, fittings, installations and appurtenances which are exclusively serving or intended for the exclusive use of that flat/unit, except those specifically required to be maintained by the Society under these Bye-laws.
- (b) Without prejudice to clause (i), every Member shall be responsible for the maintenance, repair, renewal or replacement of the following:—
 - (i) (a) internal plaster, flooring, tiles, marble, granite, wooden flooring, false ceiling, internal painting, wall finishes and decorative finishes;

- (ii) (b) internal doors, door frames, windows, ventilators, grills, glazing, glass panes, mosquito nets, locking devices and all other internal joinery;
- (iii) (c) internal electrical wiring, switches, sockets, distribution board, MCBs, RCCBs, electrical fixtures, fittings, appliances and all electrical installations beyond the Society's common supply point;
- (iv) (d) internal water pipelines, taps, valves, mixers, plumbing fittings, geyser connections and all plumbing installations beyond the Society's common supply line;
- (v) (e) internal drainage pipes, waste water pipes, sanitary connections and fittings serving exclusively that flat/unit;
- (vi) (f) wash basins, sinks, water closets, urinals, bathroom fittings, shower fittings, kitchen platforms, kitchen fittings, exhaust systems and all sanitary installations within the flat/unit;
- (vii) (g) internal waterproofing, tile joints, sealants, flooring treatment and finishing works carried out within the flat/unit;
- (viii) (h) balconies, flower beds, utility areas, attached terraces and other exclusive appurtenant areas, including their internal finishes and fixtures, except structural members and waterproofing specifically maintained by the Society;
- (ix) (i) air-conditioners, outdoor units, exhaust fans, solar water heaters, water purifiers, satellite dishes, internet equipment, EV charging equipment and any other equipment exclusively installed by the Member;
- (x) (j) all additions, alterations, fixtures, fittings and improvements carried out by the Member within the flat/unit;
- (xi) (k) all other fixtures, fittings, installations and appurtenances exclusively serving that flat/unit.
- (c) (iii) Every Member shall promptly repair any defect or damage within the flat/unit which may cause leakage, seepage, blockage, vibration, fire hazard, nuisance, inconvenience or damage to the building, common areas, common services or any other flat/unit.
- (d) (iv) No Member shall neglect repairs or maintenance for which he is responsible so as to endanger the structural stability, safety, sanitation, fire safety or serviceability of the building or to adversely affect any other Member or occupant.

- (e) (v) Where a Member fails to carry out repairs after reasonable notice and such failure is likely to endanger the building, common services or any other flat/unit, the Society may carry out such repairs and recover the actual cost incurred from the Member as dues of the Society, after giving the Member a reasonable opportunity of being heard, except in cases of emergency.
- (f) (vi) Nothing contained in this Bye-law shall affect the responsibility of the Society for repairs and maintenance specifically assigned to it under these Bye-laws.

47 — Inspection of Flats and Determination of Repair Responsibility

existing provisions, enhanced for clarity

- (a) (i) Where any complaint is received regarding leakage, seepage, structural damage, defects, deterioration, malfunction of common services or any matter relating to maintenance or repairs, the Committee may inspect or cause the flat/unit and such other affected flat/unit or common areas to be inspected for determining the nature, cause and extent of the defect and the person responsible for carrying out the repairs.
- (b) (ii) Every Member and occupant shall permit the Committee or its authorised representative, after giving reasonable notice, except in cases of emergency, to enter the flat/unit for carrying out such inspection.
- (c) (iii) Where the Committee considers it necessary, having regard to the nature or complexity of the dispute or the technical issues involved, it may appoint an Architect, Structural Engineer, Licensed Plumber, Electrical Consultant or any other qualified technical expert to inspect the premises and submit a report.
- (d) (iv) The Committee shall determine, on the basis of the inspection and, where obtained, the report of the technical expert, whether the repairs are required to be carried out by the Society or by the Member in accordance with these Bye-laws.
- (e) (v) A copy of the inspection report or technical report, wherever obtained, shall be made available to the concerned Member on payment of the prescribed charges, if requested.

- (f) (vi) Where the Committee determines that the repairs are to be carried out by the Society, it shall take appropriate steps to execute such repairs within a reasonable time.
- (g) (vii) Where the Committee determines that the repairs are to be carried out by the Member, it shall issue a written notice directing the Member to carry out the repairs within the period specified in the notice.
- (h) (viii) If the Member disputes the findings of the Committee, the Member may submit, within the period specified in the notice, a report of an independent Architect, Structural Engineer or other qualified technical expert for consideration by the Committee before any further action is taken.
- (i) (ix) Nothing contained in this Bye-law shall prevent the Society from taking immediate action without prior notice where such action is necessary to prevent danger to life or property or to restore any essential common service.

48 Permission for Repairs, Renovation and Alterations new provisions for clarity

- (a) A Member may, at his own cost, carry out ordinary internal repairs, maintenance, replacement or renovation within the flat/unit without obtaining prior permission of the Society, provided that such work—
 - (i) does not affect the structural stability of the building;
 - (ii) does not affect any common area, common facility, common amenity or common service;
 - (iii) does not affect waterproofing, external façade, fire safety systems, common plumbing, common drainage, common electrical installations, ventilation or any statutory installation;
 - (iv) does not cause leakage, seepage, blockage, nuisance, vibration, excessive noise, inconvenience or damage to any other flat/unit or to the Society's property; and
 - (v) is carried out in accordance with the provisions of the Act, the Rules, these Bye-laws and any other applicable law.
- Explanation: Ordinary internal repairs shall ordinarily include—
- (i) internal painting, polishing and plaster repairs;
 - (ii) replacement of flooring, wall tiles or ceiling finishes without affecting the structural members or waterproofing;
 - (iii) replacement of sanitary fittings, wash basins, sinks, water closets and bathroom fittings at the existing location;

- (iv) replacement of kitchen platform, cabinets and internal fixtures at the existing location;
 - (v) replacement of internal doors, windows, ventilators, grills, glass panes and similar non-structural fixtures;
 - (vi) replacement of electrical switches, sockets, lights, fans and internal electrical fittings at the existing points;
 - (vii) replacement of internal plumbing fittings, taps and valves without altering the common pipeline or approved layout; and
 - (viii) such other internal non-structural repairs as do not affect the building or the rights of other Members.
- (b) Where the proposed work involves any structural alteration, modification of structural members, alteration of the approved plan or elevation, change affecting common areas, common facilities, common amenities, common services, waterproofing, external façade, fire safety systems, utility services or any work requiring approval under any law, the Member shall obtain the prior written permission of the Society and such permission or approval from the competent authority as may be required before commencing the work.
- (c) Every Member intending to carry out any work requiring prior permission shall submit an application to the Society in the prescribed form together with such plans, drawings, structural stability certificate, specifications and other documents as may be applicable.
- (d) Upon receipt of the application, the Committee may, having regard to the nature of the proposed work, obtain the opinion of an Architect, Structural Engineer or any other qualified technical expert for examining whether the proposed work complies with the provisions of the Act, the Rules, these Bye-laws and the applicable law.
- (e) The Committee shall, after considering the application together with the opinion of the Architect, Structural Engineer or other qualified technical expert, as the case may be, communicate its decision in writing to the Member within thirty days from the date of receipt of the complete application. Where permission is refused, the reasons for such refusal shall be recorded in writing.
- (f) Permission shall not be unreasonably withheld where the proposed work complies with the provisions of the Act, the Rules, these Bye-laws and the applicable law.

- (g) Every Member shall be responsible for any damage caused to the building, common property, common services or any other flat/unit during the execution of such work and shall, at his own cost, restore the same to its original condition or compensate the Society or the affected Member, as the case may be.
- (h) Nothing contained in this Bye-law shall dispense with the requirement of obtaining any permission, approval or sanction required under any law for the time being in force.

49 Leakage, Seepage and Waterproofing

existing
provisions
enhanced

- (a) (i) Every Member shall promptly report to the Society any leakage, seepage, dampness, water ingress or any other defect affecting the flat/unit, any other flat/unit or the common areas of the Society.
- (b) (ii) Upon receipt of such complaint, the Committee shall cause an inspection to be carried out in accordance with Bye-law 45 to ascertain the source, cause and extent of the leakage, seepage or defect and determine whether the responsibility for carrying out the repairs lies with the Society or the Member.
- (c) (iii) Where the leakage, seepage or defect originates from the common structure, terrace, podium, external wall, common water supply system, common drainage system, waterproofing or any other part for which the Society is responsible under these Bye-laws, the Society shall carry out the necessary repairs within a reasonable time. Leakage, Seepage and Waterproofing
- (d) (iv) Where the leakage, seepage or defect originates from the internal plumbing, sanitary installations, waterproofing, flooring, fixtures, fittings or any other part of the flat/unit for which the Member is responsible under these Bye-laws, the Member shall carry out the necessary repairs within the period specified by the Committee.
- (e) (v) Where the cause of leakage or seepage cannot be determined by inspection alone, or where the dispute involves structural, waterproofing or technical issues, the Committee may appoint an Architect, Structural Engineer or other qualified technical expert to determine the source of the defect and recommend the necessary remedial measures.

- (f) (vi) Every Member shall provide reasonable access to the Society, its contractors and technical experts to inspect and carry out the repairs determined under these Bye-laws.
- (g) (vii) Where a Member fails to carry out repairs for which the Member is responsible within the time specified by the Committee and such failure results in continuing damage to another flat/unit or the common property, the Society may, after giving reasonable notice, carry out such repairs and recover the actual cost incurred from the Member as dues of the Society. In cases of emergency, the Society may carry out the necessary repairs without prior notice to prevent further damage.
- (h) (viii) Where leakage, seepage or damage is attributable to both the Society and the Member, each shall carry out the repairs falling within their respective responsibilities under these Bye-laws.
- (i) (ix) The determination of responsibility under this Bye-law shall not prejudice the right of any person to seek compensation or any other remedy available under law.

50

Execution of Repairs and Right of Access

existing
provisions,
grouped in
synchronis
ed way

- (a) (i) Every Member shall permit the Society, its Committee, employees, contractors, Architects, Structural Engineers, Licensed Plumbers, Electricians or other authorised representatives, after giving reasonable notice, except in cases of emergency, to enter the flat/unit for carrying out inspection, maintenance, repairs, replacement of common services, structural audit or compliance with statutory requirements.
- (b) (ii) Where the Society is responsible for carrying out the repairs under these Bye-laws, the Member shall provide all reasonable cooperation and access required for execution of such repairs.
- (c) (iii) Where a Member is responsible for carrying out the repairs, the Member shall complete the same within the period specified by the Committee and shall ensure that such repairs are carried out in a safe and workmanlike manner without causing damage or inconvenience to the Society or any other Member.

Execution of
Repairs and
Right of
Access

- (d) (iv) If a Member fails to provide access or fails to carry out the repairs for which the Member is responsible within the time specified by the Committee, and such failure is likely to endanger the building, common services, any other flat/unit or the safety of any person, the Society may, after giving reasonable notice, carry out the necessary repairs or works and recover the actual cost incurred from the Member as dues of the Society.
- (e) (v) In cases of emergency involving danger to life or property, risk of structural damage, fire, flooding, leakage, failure of essential services or any other urgent situation, the Society may enter the flat/unit without prior notice, to the extent reasonably necessary to remove the danger, restore essential services or prevent further damage.
- (f) (vi) The Society shall, while carrying out any work under this Bye-law, take reasonable care to minimise inconvenience and damage to the flat/unit and shall restore the affected portion, as far as reasonably practicable, to its original condition, except where restoration forms part of the Member's responsibility under these Bye-laws.
- (g) (vii) The Committee shall maintain a record of all notices issued, inspections carried out, repairs executed and expenses incurred under this Bye-law.

51 Hazardous Activities, Nuisance and Improper Use of Flats

- (a) (i) No Member or occupant shall use or permit the use of the flat/unit or any part of the Society's premises for any unlawful, hazardous or immoral purpose or in any manner prohibited under the Act, the Rules, these Bye-laws or any other applicable law.
- (b) (ii) No Member or occupant shall store or keep in the flat/unit, common areas or any part of the Society's premises any explosive, combustible, inflammable, corrosive, toxic, hazardous or dangerous substance, except in such quantity and manner as may be reasonably required for normal domestic use or as permitted under law.

existing
provisions,
grouped in
synchronis
ed way

- (c) (iii) No Member or occupant shall carry on any activity which may endanger the structural stability of the building, interfere with the common services, create fire hazards, cause pollution, excessive noise, vibration, foul smell, health hazards or otherwise cause nuisance, inconvenience or danger to any Member, occupant or neighbouring property.
- (d) (iv) No Member or occupant shall obstruct, encroach upon, damage or misuse any common areas, common facilities, common amenities or common services of the Society or prevent their lawful use by other Members or occupants. Hazardous Activities, Nuisance and Improper Use of Flats
- (e) (v) No Member or occupant shall dispose of garbage, debris, construction waste, hazardous waste, sewage or any other material except in the manner prescribed by the Society and the competent authorities.
- (f) (vi) Where the Committee is satisfied that any activity or condition is likely to cause damage to the building, common property or adjoining flats/units, or poses a risk to life, health or safety, it may, after giving reasonable notice, direct the Member to remove, discontinue or rectify the same within the time specified in the notice. In cases of emergency, the Society may take immediate action to remove the danger without prior notice.
- (g) (vii) Where the Member fails to comply with the directions of the Society within the specified period, the Society may carry out the necessary work to remove the hazard or rectify the defect and recover the actual cost incurred from the Member as dues of the Society, without prejudice to any other action permissible under the Act, the Rules or any other law.
- (h) (viii) Nothing contained in this Bye-law shall restrict the Society from reporting any violation to the competent authority or initiating appropriate proceedings under the Act, the Rules or any other applicable law.

PART- Expulsion of Member

existing
provisions
added (g)
as per the
recommen-
dations of
Self
redevelop-
ment
committee

A Member may be expelled from the Membership of the Society if such Member—

- (a) persistently defaults in payment of dues of the Society;
- (b) knowingly furnishes false information or false documents to the Society;
- (c) uses the flat for illegal or unauthorised purposes on a continuing basis;
- (d) repeatedly commits breaches of the Act, Rules or these Bye-laws after written notice;
- (e) suppresses material facts in relation to Membership or the property of the Society;
- (f) commits any act which materially affects the safety, structure, functioning or reputation of the Society or its Members.
- (g) refuse to vacate the flat in redevelopment after obtainment of required approvals as provided in the Development Agreement.

Grounds for
Expulsion of
Member

sec.35,
Rule 28

- (a) Expulsion shall be carried out strictly in accordance with section 35 of the Maharashtra Co-operative Societies Act, 1960 and Rules 28 and 29 of the Maharashtra Co-operative Societies Rules, 1961.
- (b) No Member shall be expelled unless—
 - (i) a written show cause notice specifying the grounds is issued to the Member;
 - (ii) the Member is given not less than 15 days to submit his explanation;
 - (iii) the explanation, if any, is considered by the Committee;
 - (iv) the matter is placed before the General Body Meeting;

Procedure for
Expulsion of
Member

- (v) the resolution is passed by the majority not less than 3/4th of the member present in the General Body Meeting called for the said expulsion proceedings and
- (vi) the society has to submit the resolution for approval to the Registrar, and after hearing both the parties, the Registrar will pass order and that will be the final
- (c) A Member shall cease to be a Member of the Society from the date on which the resolution of expulsion is approved by the Registering Authority.

Effective Date
of Expulsion

54 **Readmission of Expelled Member**

existing
provisions

- (a) A Member who has been expelled shall not be eligible for readmission to the Membership of the Society for a period of one year from the date of expulsion.
- (b) The Society may consider readmission before expiry of one year only if—
- (i) the General Body passes a resolution recommending such readmission; and
- (ii) prior approval of the Registering Authority is obtained.
- (c) Readmission of an expelled Member shall not be claimed as a matter of right.

Readmission
of Expelled
Member

55 **Cessation of Membership**

existing
provisions

A person shall cease to be a Member of the Society in the following circumstances:

- (a) on resignation from Membership having been accepted by the Committee;
- (b) on transfer of all his shares and interest in the capital / property of the Society;
- (c) on his death;
- (d) on his expulsion from the Membership of the Society;
- (e) on being adjudged insolvent or otherwise disqualified under law from continuing as a Member;
- (f) where his whereabouts are not known for a continuous period of seven years and no claim is made in respect of his shares and interest in the property / capital of the Society;
- (g) on cessation of his right, title and interest in the property of the Society by legal attachment, sale or otherwise;
- (h) on transfer being found void under the Act, Rules or these Bye-laws;

Cessation of
Membership

- (i) on cancellation or termination of Membership under the Act, Rules or these Bye-laws.

The Committee shall take further action in the matter as required under the relevant provisions of these Bye-laws.

56	Cessation of Provisional Membership and Associate Membership	as per Rule 106C-5 and 6 and definition as per Sec.154B-1(18)
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- (a) A person admitted as a Provisional Member shall cease to be such Member—

- (i) on resignation;

- (ii) on death;

- (iii) when the legal heir or rightful claimant of the original Member is admitted as Member and brought on the record of the Society in accordance with these Bye-laws.

- (b) A person admitted as an Associate Member shall cease to be such Member—
- Cessation of Provisional Membership and Associate Membership

- (i) on cessation of Membership of the original Member;

- (ii) on transfer of the shares and interest by the original Member;

- (iii) on revocation or cancellation of the Associate Membership;

- (iv) on withdrawal of consent by the original Member;

- (v) on death of the Associate Member;

- (vi) on death of the original Member;

- (vii) on any other ground provided under the Act, Rules or these Bye-laws.

57	Record of Cessation of Membership
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- (a) The Committee shall record the cessation of Membership of a Member in the minutes of the meeting in which such cessation is taken on record.

- (b) The Secretary shall, within 7 days from the date of such decision—
- Record of Cessation of Membership

- (i) communicate the cessation of Membership in writing to the Member concerned or to his legal heir or representative, as the case may be; and
- (ii) update all relevant records of the Society, including the register of Members, share register and other statutory records.
- (c) Where cessation is on account of death, transfer or expulsion, the Secretary shall also initiate consequential action under the relevant Bye-laws.

58	Limited Liability of Member	existing provisions and as per Sec. 154B-14
	The liability of a Member of the Society shall be limited to the unpaid amount, if any, on the shares held by him in the Society.	Limited Liability of Member
59	(a) Liability of Past Member and Estate of Deceased Member	existing provision
	(b) The liability of a past Member for the debts of the Society as they stood on the date of cessation of his Membership shall continue for a period of two years from the date of such cessation.	
	The liability of the estate of a deceased Member for the debts of the Society as they stood on the date of his death shall continue for a period of two years from the date of his death and in accordance with section 33 of the Maharashtra Co-operative Societies Act, 1960.	Liability of Past Member and Estate of Deceased Member
60	Procedure for Receipt, Scrutiny and Disposal of Applications	existing provision
	(a) Every application under these Bye-laws shall be submitted to the Secretary in the prescribed form or in writing, as applicable.	Procedure for Receipt, Scrutiny and Disposal of Applications
	(b) The Secretary shall acknowledge receipt of every application on the same day or within 3 days from the date of receipt.	
	(c) The Secretary shall scrutinize the application within 7 days from the date of receipt.	

- (d) Where the application is incomplete or any document is deficient, the Secretary shall communicate the deficiencies in writing within 7 days from the date of scrutiny, and the applicant shall comply within 15 days from the date of such communication.
- (e) Upon receipt of a complete application, the Secretary shall place the same before the next meeting of the Committee or the General Body, as the case may be, which shall be held within 30 days from the date of receipt of the complete application.
- (f) The Committee or the General Body, as the case may be, shall decide the application within 60 days from the date of receipt of the complete application.
- (g) The Secretary shall communicate the decision to the applicant within 7 days from the date of such decision.
- (h) Where any application is rejected, the reasons for such rejection shall be recorded in the minutes and communicated in writing to the applicant.
- (i) In case of applications for Membership, if the decision is not communicated within 3 months from the date of receipt, the applicant shall be deemed to have been admitted as a Member in accordance with section 22(2) of the Act.
- (j) The procedure under this Bye-law shall apply uniformly to all applications under these Bye-laws unless specifically provided otherwise.

Sec. 22(2)

CHAPTER X - LEVY OF CHARGES OF THE SOCIETY

61	Levy of Charges of the Society The contribution to be collected from the Members of the Society towards outgoings and establishment of its funds, hereinafter referred to as “the charges”, shall be in relation to the following, in accordance with Rule 106C-12:—	Composition of the Charges of the Society	Rule 106C-12
	(i) Service Charges; (ii) Property Taxes; (iii) Water Charges; (iv) Expenses on repairs and maintenance of the lifts of the Society, including charges for running the lifts; (v) Car Parking Charges; (vi) Interest on defaulted charges; (vii) Repayment of installments of loans and interest thereon; (viii) Non-occupancy Charges; (ix) Insurance Charges;		

- (x) Lease Rent;
- (xi) Non-agricultural Tax if applicable;
- (xii) Contribution towards various funds created by the Society;
- (xiii) Amenities Charges;
- (xiv) Any other charges as may be approved by the General Body at its meeting, provided that such charges shall not be contrary to the provisions of the Act, Rules and these Bye-laws.

62	Break-up of Service Charges of the Society The Service Charges of the Society referred to at Bye-law No. 65(i) above shall include the following:— (i) Salaries of the office staff, liftmen, watchmen, malis and any other employees of the Society; (ii) Where the Society has an independent office, the property taxes, electricity charges, water charges and other expenses in respect of such office; (iii) Printing, stationery and postage; (iv) Travelling allowance and conveyance charges to the staff and the Members of the Committee of the Society; (v) Sitting fees paid to the Members of the Committee of the Society, if approved; (vi) Annual subscription of the Housing Federation and any other co-operative institution to which the Society is affiliated; (vii) Entrance fees for affiliation to the Housing Federation and any other co-operative institution; (viii) Audit fees for internal audit, statutory audit, re-audit and test audit, if any; (ix) Expenses incurred at meetings of the General Body, the Committee and sub-committees, if any; (x) Retainer fees, legal charges, statutory enquiry fees and professional fees; (xi) Common electricity charges; (xii) Any other establishment and administrative expenses approved by the General Body, provided that such expenses shall not be contrary to the provisions of the Act, Rules and these Bye-laws.	Rule 106C-12
63	Sharing of the Society's Charges by the Members Committee to fix Society's Charges in respect of every flat / unit	Rule 106C-12

- (a) The Committee shall apportion the share of each Member or flat / unit holder towards the charges of the Society, in accordance with the provisions of the Act, Rules and these Bye-laws, on the following basis:—
- (i) Service Charges:
Equally divided by the number of flats / units.
 - (ii) Property Taxes:
As fixed by the Local Authority, and in respect of common areas, on the basis of carpet area of each flat / unit.
 - (iii) Water Charges:
On the basis of total number and size of inlets / taps provided in each flat / unit as per the sanctioned building plan.
 - (iv) Expenses on repairs and maintenance of the lifts of the Society, including charges for running the lift:
Equally divided by the number of flats / units in the building in which lift is provided.
 - (v) Car Parking Charges:
At the rate fixed by the General Body.
 - (vi) Interest on defaulted charges:
At the rate fixed by the General Body, not exceeding simple interest at twelve per cent per annum.
 - (vii) Repayment of installments of loan and interest:
The amount of each installment with interest as fixed by the financing agency.
 - (viii) Non-occupancy Charges:
Ten per cent of the Service Charges.
 - (ix) Insurance Charges:
On the basis of carpet area of each flat / unit:
Provided that, if there is increase in the insurance premium due to storing any specific goods in any flat / unit used for commercial purposes, the extra burden of insurance premium shall be shared by those who are responsible for such increase in proportion to the carpet area of their respective flats / units.
 - (x) Lease Rent:
On the basis of carpet area of each flat / unit.
 - (xi) Non-agricultural Tax:
On the basis of carpet area of each flat if applicable
- Sharing of the
Society's
Charges

- (xii) Contribution towards funds:
 Sinking Fund — at the rate fixed by the General Body, subject to the minimum prescribed under the Rules and these Bye-laws;
 Repairs and Maintenance Fund — at the rate fixed by the General Body, subject to the minimum prescribed under the Rules and these Bye-laws;
 Major Repair Fund — on the basis of carpet area of each flat / unit;
 Education and Training Fund — as prescribed under the Act, Rules and these Bye-laws;
 Election Fund — equally by the Members;
 Welfare Fund — equally by the Members;
 Any Other Fund — equally by the Members.
- (xiii) Amenities Charges:
 Club house, club membership, gym, swimming pool and similar amenities equally by the members
- (xiv) Playground, garden, jogging track and similar common amenities:
 Equally divided by the number of flats / units.
- (b) The Committee shall fix, in respect of every flat / unit, the Society's charges on the basis laid down hereinabove and in accordance with the provisions of the Act, Rules and these Bye-laws.

64	Payment of the Society's Charges	existing provisions and also as per the Sec. 154B-1(12)
(i)	The Secretary of the Society shall prepare the bills in respect of the charges payable by the Members in accordance with the provisions of the Act, Rules and these Bye-laws.	Preparation and Issue of Bills
The Secretary shall issue such bills to all Members within the billing cycle approved by the General Body Meeting and on or before the date fixed by the Managing Committee in that behalf.		
(ii)	Every bill issued by the Society shall be deemed to be a written demand or notice of the amount payable by the Member.	Bill to Constitute Written Demand

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|--|--|
| <p>(iii) The General Body Meeting shall determine:</p> <p>(a) the periodicity or billing cycle for issue of bills; and</p> <p>(b) the period within which the charges mentioned in the bill shall be paid (hereinafter referred to as the "payment period").</p> | <p>Determination
of Billing
Cycle and
Payment
Period</p> |
| <p>(iv) The due date for payment of Society charges shall be as specified in the bill and shall be in accordance with the provisions of the Act, Rules and these Bye-laws.
Where the General Body Meeting has not determined the payment period, the Managing Committee shall allow a period of fifteen days from the date of service of the bill for payment.</p> | <p>Due Date for
Payment</p> |
| <p>(v) Every Member shall pay the amount mentioned in the bill in full within the payment period so fixed.
Failure to pay the amount within the prescribed period shall render the Member liable for payment of interest and such other consequences as may be provided under the Act, Rules and these Bye-laws</p> | <p>Obligation to
Pay Society
Charges</p> |
| <p>(vi) The Society may serve bills upon Members by hand delivery, post, courier, electronic mail, digital platform or by any other mode approved by the General Body Meeting and permitted under the Act, Rules and these Bye-laws.
The Society shall also display the details of charges or make them available through electronic means, wherever feasible.</p> | <p>Mode of
Service of
Bills</p> |

- (a) A Member shall be treated as having committed default in payment of the Society's charges if the amount mentioned in the bill is not paid within the payment period.
- The amounts payable by a Member, flat owner or occupier to the Society and demanded by issuing a bill or notice in writing in accordance with the provisions of the Act, Rules and these Bye-laws shall constitute the dues of the Society.
- A Member who fails to pay such dues within three months from the date of service of the bill or notice or the due date of payment, whichever is later, shall be treated as a defaulter.
- It shall be the duty of every Member to pay the dues of the Society within the time as decided by the Society in its General Body.
- The Secretary shall place the cases of such defaults before the Committee for its consideration and for taking necessary action.

Review of
Payment
Default Cases

- (b) In case a Member, flat owner or occupier continues to remain in default and becomes a defaulter as stated above, the Committee shall initiate appropriate recovery proceedings under the provisions of the Act, including recovery under section 154B-29.

Recovery
proceeding

66 Interest on Defaulted Charges Rule 106C-12

A Member, flat owner or occupier who fails to pay the dues within the payment period shall be liable to pay simple interest on the outstanding dues from the date immediately following the expiry of such payment period till its full and final payment.

Interest on
Defaulted
Charges

The rate of such interest shall be fixed by the General Body, subject to the maximum 12% simple interest rate per annum.

No interest shall be charged during the payment period.

In case the General Body has not fixed the rate of interest, the Society shall charge simple interest at the rate of twelve per cent per annum on the outstanding dues.

CHAPTER XI. INCORPORATION, DUTIES AND POWERS OF THE SOCIETY

67 Incorporation

	The registration of the Society shall render it a body corporate by the name under which it is registered, with perpetual succession and a common seal, and with power to acquire, hold and dispose of property, to enter into contracts, to institute and defend legal proceedings, and to do all such acts and things as are necessary for the purpose for which it is constituted, in accordance with the provisions of the Act, Rules and these Bye-laws.	Incorporation	existing provisions, Section 36,
68	Common seal		
	(a) The Common Seal of the Society shall be in the custody of the Secretary and shall be used only under the authority of a resolution of the Committee.	Common Seal	existing provisions, Section 36,
	(b) Every instrument to which the Common Seal is affixed on behalf of the Society shall be signed and attested by any two of the Office bearer or one office bearer along with one committee member as authorised by the Committee in that behalf, along with their names and designations.		
69	Mode of Service of Notices and Communications		
	(a) (1) Having regard to the importance of the matter and the specific provisions contained in the Act, Rules and these Bye-laws, the Society may give notices of General Body Meetings and communicate resolutions, decisions, circulars and other communications to Members at their last known address by any one or more of the following modes:—	Mode of Service of Notices and Communications	existing provisions,
	(i) (a) hand delivery;		
	(ii) (b) ordinary post, registered post, speed post or courier service;		
	(iii) (c) electronic mail (e-mail);		
	(iv) (d) any other electronic means permitted under law.		
	(b) (2) A copy of such notice, communication, resolution or decision shall also be displayed on the Notice Board of the Society and may, wherever feasible, be circulated through electronic means.		
	(c) (3) Upon such display, the notice or communication shall be deemed to have been duly served.		
	(d) (4) Non-receipt of any notice or communication by any Member, or any error in the address of a Member, shall not invalidate the proceedings of the Society, provided reasonable steps have been taken for service.		
70	Notice Board		

	(b) (1) The Society shall maintain one or more Notice Boards at conspicuous places in the Society premises.	Notice Board	existing provisions
	(c) (2) The Society shall display on such Notice Board all notices, communications, circulars, statements of accounts, annual reports, statutory disclosures and such other matters as are required to be communicated to Members under the Act, Rules and these Bye-laws.		
	(d) (3) Where the Society consists of more than one building, similar Notice Boards shall be maintained in each building, wherever practicable.		
71	The Society shall have a first charge on the shares and/or interest of a Member, past or present, in the capital and property of the Society and upon any dividend, bonus or profits payable to such Member in respect of any dues payable by such Member to the Society.	Charge and Set-off in respect of Shares and Interest of a Member	existing provision
	The Society shall be entitled to set off any amount credited by or payable to such Member towards the payment of such dues, in accordance with the provisions of the Act, Rules and these Bye-laws.		
72	A Member, person or firm who has purchased a flat under a registered agreement as per applicable law, or has acquired interest in the flat by transfer from an existing Member with the approval of the Society, shall be deemed to have been allotted such flat by the Society, subject to the terms and conditions of such agreement and the provisions of the Act, Rules and these Bye-laws.	Flat Purchased Deemed to be Allotted	existing provision
73	Allotment of Flats by the Society (Applicable to Society-Constructed or Acquired Flats)		
	(a) Where the Society constructs the building or acquires flats for allotment to its Members, such allotment shall be made in accordance with the policy approved by the General Body, which may provide for:	Policy for Allotment	
	(i) first come first served;		
	(ii) full payment of dues or calls made by the Society;		
	(iii) allotment by draw of lots;		

Where allotment is to be made by draw of lots, the Committee shall prepare identical folded slips, each bearing the number of the flat, parking space, garage, premises or other property proposed to be allotted, and place all such slips in a closed box or container. The name of each eligible Member shall then be called one by one, and the Member present, or in his absence a neutral person present at the meeting or the Chairman, shall draw one slip from the box. The flat, parking space, garage, premises or other property bearing the number mentioned on the slip so drawn shall be deemed to have been allotted to that Member. The proceedings of the draw shall be conducted in a fair, transparent and impartial manner and recorded in the Minutes Book.

allotment by
draw of lots;

- (b) Where any Member fails to pay the dues or calls made by the Society within the period allowed, the Committee may cancel the allotment made in favour of such Member after giving reasonable opportunity of being heard.

Cancellation
of Allotment

Upon such cancellation:

- (i) the flat may be allotted to another eligible person approved by the Committee;
- (ii) if such Member subsequently clears all dues, the Committee may consider allotment of any available flat, subject to availability and policy of the Society.

- (c) No Member shall be entitled to possession of the flat allotted to him unless he has made full payment towards share capital, cost of construction or acquisition, loan installments, if any, and all other dues payable to the Society.

Handing over
Possession

74

No Member shall use or permit the use of the flat or unit for any purpose other than that permitted under the agreement, sanctioned building plans, occupancy certificate and applicable laws.

Change of
User

Any change of user shall be subject to compliance with statutory provisions and shall require prior approvals as under:

- (a) The Member shall obtain prior permission, wherever required, from the competent planning authority or statutory authority.
- (b) The Member shall submit a written application to the Society along with necessary approvals and documents.

- (c) The Society shall consider such application through the Committee in accordance with policy, if any, approved by the General Body, ensuring fairness, transparency and non-discrimination.
- (d) While considering such request, the Society shall have due regard to:
 - (i) sanctioned use and applicable regulations;
 - (ii) structural and fire safety requirements;
 - (iii) impact on common services and infrastructure;
 - (iv) likelihood of nuisance or inconvenience to other Members;
 - (v) compliance with applicable laws.
- (e) No permission shall be granted for any use which—
 - (i) is contrary to sanctioned plans, occupancy certificate or statutory permissions;
 - (ii) is in violation of any law, rule, regulation or direction;
 - (iii) is hazardous, illegal or poses risk to structural stability, fire safety or health;
 - (v) is inconsistent with the permitted use of the premises or objects of the Society.
- (f) Any unauthorised change of user shall be treated as breach of these Bye-laws and the Society shall be entitled to take action in accordance with the Act, Rules and these Bye-laws.

75	Structural Audit, Fire Audit and Lift Inspection (a) The Society shall, through its Committee and with the prior approval of the General Body, appoint a qualified structural engineer or architect from the panel approved by the competent authority for carrying out structural audit of the building within the prescribed time. Such audit shall be conducted as follows: (i) for buildings aged between 15 to 30 years – once in five years;	grouped existing provisions for clarity
		Structural Audit,

- (ii) for buildings aged more than 30 years – once in three years.
The Committee shall ensure timely appointment and completion of the audit.
In Municipal Corporation areas, such audit shall be carried out by empanelled engineers of the concerned authority, and in other areas by Government-approved engineers or architects.
The report shall be placed before the General Body, and based on its findings, the General Body shall decide necessary repairs or measures, which shall be implemented by the Committee.
Records of audit and compliance shall be maintained.
- (b) The Society shall undertake periodic fire audit of its property in accordance with applicable fire safety laws and directions of the competent authority to ensure safety of occupants and adequacy of fire-fighting systems. Fire Audit
The Committee shall ensure timely compliance of deficiencies and maintain records thereof.
- (c) The Society shall carry out periodic inspection, testing and maintenance of lifts/elevators in accordance with applicable laws governing lift safety. Lift Inspection and Maintenance
Such inspections shall be conducted to ensure safe operation, prevent accidents and comply with statutory requirements.
The Committee shall ensure that inspections are carried out every year by the competent authority and compliance report to be submitted within prescribed period.
- (d) The Committee shall ensure timely renewal of Insurance coverage of Society's Property

CHAPTER XIII

PARKING, VEHICLE MANAGEMENT AND ELECTRIC VEHICLE CHARGING SYSTEMS

made
changes as
per RERA
Act,
Supreme
court's
orders and
High
Courts
direction
in WP
1580 of
2024 of
EV
charging

- (a) (i) The Society shall regulate, allot, manage and control parking spaces in accordance with the provisions of the Act, the Rules, these Bye-laws, the approved building plans, Occupancy Certificate, Deed of Conveyance, registered documents, applicable real estate laws and the Parking Policy approved by the General Body.
- (b) (ii) The Parking Policy shall provide for classification, demarcation, allotment, use, charges, waiting list, cancellation, re-allotment, visitor parking, emergency access, stack/mechanical parking and such other matters as may be necessary for orderly management of parking spaces.
- (c) (iii) The allotment and use of parking spaces shall be fair, transparent, equitable and non-discriminatory and shall not obstruct fire safety, emergency access, common areas, common services or the lawful use of the Society's property by other Members.
- (d) (iv) No parking space shall be sold, transferred, assigned, enclosed or used independently of the flat/unit, except where such right is expressly recognised under applicable law and supported by lawful registered documents.
- (e) (v) All parking spaces allotted by the Society shall confer only a right to use such parking space in accordance with these Bye-laws and the Parking Policy and shall not create any ownership, tenancy, easement or permanent proprietary right.

(vi) Nothing contained in this Chapter shall validate any sale, allotment or claim in respect of parking spaces which is contrary to the Act, the Rules, MOFA, RERA, the approved plans or any judgment of the Supreme Court or High Court applicable to such parking space.

77

Nature, Classification and Legal Position of Parking Spaces

- (a) (i) Parking spaces may consist of open parking spaces, stilt parking spaces, covered parking spaces, enclosed garages, stack/mechanical parking spaces or any other parking facility shown in the approved building plans or recognised under applicable law.
- (b) (ii) Open parking spaces and stilt parking spaces shall ordinarily form part of the common areas and facilities of the Society and shall not be treated as independent saleable units.
- (c) (iii) In projects governed by RERA or other applicable real estate laws, covered parking spaces, garages or mechanically allotted parking spaces specifically identified in the registered Agreement for Sale or other lawful document may be recognised by the Society, subject to verification that such allotment is consistent with the approved plans, Occupancy Certificate, Deed of Conveyance and applicable law.
- (d) (iv) The Society shall not ignore a parking space lawfully attached, allotted or reserved in favour of a flat/unit under a registered Agreement for Sale or any other legally valid document; however, any such claim shall be subject to verification and shall not be recognised if it is contrary to law.
- (e) (v) No Member shall claim ownership, title or permanent right over any open, stilt or common parking space merely on the basis of occupation, use, builder's letter, receipt, possession or past practice, unless such right is legally recognised and supported by valid documents.

78

Demarcation, Numbering and Parking Register

- (a) (i) The Society shall, as far as practicable, demarcate, mark and number all parking spaces in accordance with the approved plans and in a manner consistent with safety, access, fire-fighting requirements and convenience of Members.

- (b) (ii) No parking space shall be demarcated or used in a manner which obstructs access roads, entry or exit points, fire tender movement, emergency exits, transformer room, electrical room, pump room, lift lobby, staircase, common passage or any essential service.
- (c) (iii) The Society shall maintain a Parking Register or electronic record showing the flat/unit number, name of Member, parking space number, type of parking, vehicle registration number, date of allotment, cancellation, re-allotment and waiting list particulars.
- (d) (iv) No Member shall alter, enclose, merge, divide, encroach upon or change the location, dimension or use of any parking space without written permission of the Society and approval of the competent authority, wherever required.

79 Eligibility and Allotment of Parking Spaces

- (a) (i) Every Member holding a flat/unit in the Society shall be eligible to apply for allotment of parking space in accordance with these Bye-laws and the Parking Policy.
- (b) (ii) Parking shall ordinarily be allotted to the flat/unit and not to any particular vehicle.
- (c) (iii) Subject to availability, one parking space shall ordinarily be allotted to one flat/unit in the first instance.
- (d) (iv) Where parking spaces are available in excess after satisfying eligible Members requiring one parking space, additional parking may be allotted on temporary or yearly basis as per the Parking Policy approved by the General Body.
- (e) (v) The vehicle parked in the allotted parking space need not be registered in the name of the Member. It may belong to or be lawfully used by the Member, Joint Member, Associate Member, Provisional Member, family member, tenant, licensee, caretaker or any person lawfully occupying or authorised to use the flat/unit.
- (f) (vi) The Member shall intimate the Society in writing or by electronic means the registration number of the vehicle proposed to be parked. The Society shall not ordinarily insist upon the Registration Certificate, insurance policy or ownership document of the vehicle, unless required by law or for resolving a specific complaint or dispute.

- (g) (vii) Where the number of applicants exceeds available parking spaces, allotment shall be made by a fair and transparent method such as draw of lots, rotation or any other method approved by the General Body.

(viii) The eligibility for parking shall cease upon transfer of the flat/unit or cessation of membership, except where a parking right is lawfully attached to the flat/unit under registered documents and recognised under applicable law.

80 Parking Charges

- (a) (i) The Society may levy parking charges for the allotment and use of parking spaces in accordance with the provisions of the Act, the Rules, Government directions and these Bye-laws.
- (b) (ii) The parking charges shall be determined by the General Body and may vary having regard to the nature, type, location or size of the parking space, including open parking, stilt parking, covered parking, garage, stack/mechanical parking or any other category of parking.
- (c) (iii) Parking charges shall be payable by the Member to whom the parking space is allotted and shall form part of the dues payable to the Society.
- (d) (iv) Where a Member has been allotted more than one parking space, the General Body may prescribe different parking charges for the additional parking spaces.
- (e) (v) Parking charges shall not confer any ownership, tenancy or proprietary right in the parking space and shall only entitle the Member to use the allotted parking space in accordance with these Bye-laws.
- (f) (vi) The Society may recover unpaid parking charges in the same manner as any other dues recoverable under the Act, the Rules and these Bye-laws.
- (g) (vii) The Committee may suspend the use of an additional parking space allotted under Bye-law 76(iv) where the Member defaults in payment of parking charges or breaches the Parking Policy, after giving the Member a reasonable opportunity of being heard.
- (h) (viii) Nothing contained in this Bye-law shall affect the right of the Society to revise parking charges from time to time by a resolution of the General Body, subject to the provisions of the Act, the Rules and these Bye-laws.

81 Regulation of Use of Parking Spaces

- (a) (i) Every Member and occupant shall use the parking space allotted to the flat/unit only for parking of motor vehicles and in accordance with the provisions of the Act, the Rules, these Bye-laws and the Parking Policy of the Society.
- (b) (ii) No Member or occupant shall use or permit the use of any parking space for storage of goods, construction materials, scrap, furniture, cylinders, inflammable, hazardous or explosive substances or for any commercial, industrial or other purpose inconsistent with its use as a parking space.
- (c) (iii) No Member or occupant shall park any vehicle in a manner which obstructs the movement of other vehicles or pedestrians or blocks any entrance, exit, internal road, fire tender access, fire-fighting equipment, transformer room, electrical room, pump room, staircase, lift lobby, common passage or any other common facility or emergency access.
- (d) (iv) No Member or occupant shall encroach upon, enclose, erect any structure, install shutters, chains, barriers, bollards, storage cabinets or any permanent or temporary fixture in or around the allotted parking space without the prior written permission of the Society and the approval of the competent authority, wherever required.
- (e) (v) Visitor parking spaces, if provided, shall be used exclusively for visitors and shall not be occupied by Members on a permanent or regular basis except in accordance with the Parking Policy of the Society.
- (f) (vi) Every Member shall ensure that the vehicle parked in the allotted parking space is roadworthy and does not cause leakage of fuel, oil or other substances, excessive noise, pollution or any nuisance, inconvenience or danger to the Society or its Members.
- (g) (vii) The Society may issue reasonable directions for regulating the use of parking spaces in the interest of safety, security, fire protection, traffic management, maintenance and convenience of Members and occupants, and every Member and occupant shall comply with such directions.

- (h) (viii) Where any vehicle is parked in contravention of these Bye-laws or in a manner causing obstruction, danger or inconvenience, the Committee may, after giving reasonable notice where practicable, remove or cause such vehicle to be removed to a suitable place at the risk and cost of the Member. In cases of emergency or immediate danger, the Society may remove the vehicle without prior notice.
- (i) (ix) Any damage caused to the Society's property or to the property of any Member arising out of the use of a parking space or parking of a vehicle shall be made good by the Member responsible, without prejudice to any other action permissible under the Act, the Rules or these Bye-laws.

82 Surrender, Cancellation and Re-allotment of Parking Spaces

- (a) (i) A Member may voluntarily surrender the parking space allotted to the flat/unit by giving a written intimation to the Society. Upon such surrender, the Society may re-allot the parking space in accordance with these Bye-laws and the Parking Policy.
- (b) (ii) The Committee may cancel the allotment of a parking space where—
 - (i) (a) the allotment has been obtained by fraud, misrepresentation or suppression of material facts;
 - (ii) (b) the parking space is used in contravention of the provisions of the Act, the Rules, these Bye-laws or the Parking Policy;
 - (iii) (c) the Member repeatedly violates the lawful directions issued by the Society regarding the use of the parking space;
 - (iv) (d) the parking space is required to comply with any order of a competent authority or any requirement under applicable law;
 - (v) (e) the Member ceases to be entitled to the parking space under these Bye-laws.
- (c) (iii) No allotment shall be cancelled under clause (ii), except after giving the Member a reasonable opportunity of being heard and by recording the reasons for such cancellation in writing.

- (d) (iv) Upon transfer of the flat/unit or cessation of membership, the parking allotment made by the Society shall automatically stand cancelled, unless the right to the parking space is lawfully attached to the flat/unit under applicable law and recognised by the Society in accordance with these Bye-laws.
- (e) (v) Every parking space becoming available on account of surrender, cancellation, transfer or any other reason shall be re-allotted by the Society in accordance with these Bye-laws and the Parking Policy.
- (f) (vi) Where the number of eligible applicants exceeds the number of available parking spaces, the Society shall maintain a waiting list in a fair, transparent and chronological manner, and every re-allotment shall ordinarily be made from such waiting list.
- (g) (vii) A Member whose parking allotment has been cancelled shall surrender possession of the parking space within the period specified by the Committee. Upon failure to do so, the Society may resume possession of the parking space and take such further action as may be permissible under the Act, the Rules and these Bye-laws.
- (h) (viii) Cancellation or surrender of a parking space shall not affect the liability of the Member to pay any outstanding parking charges or any other dues payable to the Society.

83	Installation and Use of Electric Vehicle Charging Facilities	as per the guidelines given by Chief Electrical Inspector, Industry, Energy and Labour Department
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- (a) (i) Every Member shall be entitled to install a private Electric Vehicle (EV) charging facility for charging an electric vehicle at the parking space lawfully allotted to or otherwise lawfully available for use by such Member, subject to the provisions of the Act, the Rules, these Bye-laws and the applicable laws, Government directions and technical standards.
- (b) (ii) Installation of a private EV charging facility shall not require the approval of the General Body. Upon receipt of a complete application complying with the prescribed requirements, the Society shall issue the required No Objection Certificate or permission, wherever required, within the period prescribed by the Government and shall not withhold or refuse the same except for reasons relating to non-compliance with applicable law, safety standards or these Bye-laws.
- (c) (iii) Every application shall be accompanied by—
 - (i) (a) details of the parking space;
 - (ii) (b) specifications of the charging equipment;
 - (iii) (c) details of the electrical load and source of supply;
 - (iv) (d) layout of cabling and electrical installation, wherever required;
 - (v) (e) an undertaking to comply with all applicable electrical, fire safety and statutory requirements; and
 - (vi) (f) such other information or documents as may be prescribed by the Government or reasonably required by the Society for verifying compliance with law.
- (d) (iv) The entire cost of electrical load augmentation, dedicated meter, cabling, charging equipment, installation, civil works, testing, commissioning, operation, maintenance, repairs, replacement, electricity consumption, statutory approvals and removal, wherever required, shall be borne solely by the Member.
- (e) (v) Every installation shall be carried out only through a licensed electrical contractor using approved equipment and shall comply with all applicable technical, electrical, structural and fire safety standards prescribed by law and by the competent authorities from time to time.
- (f) (vi) No installation shall—
 - (i) (a) obstruct any common area, internal road, fire exit or emergency access;
 - (ii) (b) adversely affect the structural stability of the building;

- (iii) (c) interfere with common electrical installations or essential services;
- (iv) (d) create any electrical, fire or public safety hazard; or
- (v) (e) cause nuisance, inconvenience or damage to the Society or any Member.
- (g) (vii) The Society may, after reasonable notice, inspect the installation only for the purpose of verifying compliance with applicable safety standards and these Bye-laws. The Member shall promptly rectify any defect or unsafe condition pointed out by the Society or any competent authority.
- (h) (viii) Where the installation poses an immediate danger to life or property, or where the Member fails to rectify any material defect within the time specified after notice, the Society may suspend or disconnect the charging facility by a reasoned order, without prejudice to any other action permissible under law.
- (i) (ix) The Society may establish common EV charging infrastructure for the benefit of Members and may recover electricity charges, user charges and maintenance charges in accordance with the Act, the Rules, these Bye-laws and Government directions.
- (j) (x) The Society shall not be liable for any loss, damage, malfunction, fire, theft, accident or electrical fault arising from any private EV charging installation except to the extent such loss is directly attributable to the negligence or wilful act of the Society.
- (k) (xi) Every Member installing a private EV charging facility shall indemnify and keep indemnified the Society against all claims, losses, liabilities, damages, costs and expenses arising out of such installation or its use.
- (l) (xii) The Committee may prescribe standard application forms, technical checklists and operating procedures consistent with the Act, the Rules, these Bye-laws and Government directions, but shall not impose any condition which is inconsistent with or more restrictive than the applicable law or Government directions.

CHAPTER XII. GENERAL BODY MEETING

84	General Body is a Supreme Authority	as per the Section 75, 76, Rules 106C-13 as well as Rule 59, 60, 61, 62, 63
(a)	The General Body shall be the supreme authority of the Society and its decisions shall be binding on the Committee and all Members, subject to the provisions of the Act, Rules and these Bye-laws.	General Body is a Supreme Authority
(b)	The General Body shall exercise all powers and perform all functions as conferred under the Act, Rules, Bye-laws and directions issued by the competent authority from time to time.	
85	First General Body Meeting	
(a)	The First General Body Meeting of the promoters who have signed the application for registration of the Society shall be held within a period of three months from the date of registration of the Society, as provided under the Rules.	First General Body Meeting
	First General Body Meeting	
(b)	It shall be the responsibility of the Chief Promoter to convene the First General Body Meeting within the stipulated period.	
86	If the Chief Promoter fails to convene the First General Body Meeting within the prescribed period, the Registering Authority shall cause such meeting to be convened through an authorised officer.	Failure to Convene First General Body Meeting
87	Notice of First General Body Meeting	
(a)	A clear fourteen days' notice of the First General Body Meeting shall be given to all promoters who have signed the application for registration of the Society.	Notice of First General Body Meeting
	Notice of First General Body Meeting	
(b)	Such notice shall be issued by the Chief Promoter or, as the case may be, by the Officer authorised by the Registering Authority.	
88	Business of the First General Body Meeting	

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| (a) | The following business shall be transacted at the First General Body Meeting:— | Business of
the First
General Body
Meeting |
|-----|--|---|

- i. Election of a Chairperson for the meeting;
- ii. Admission of new Members, other than the promoters, who have applied for membership;
- iii. Consideration and approval of the Statement of Accounts prepared by the Chief Promoter as on a date not earlier than fourteen days prior to the meeting;
- iv. Constitution of a Provisional Committee until regular elections are held;
- v. Fixing the limit up to which funds may be borrowed;
- vi. Authorising the Committee to take steps for conveyance of right, title and interest in the property in the name of the Society;
- vii. Appointment of Internal Auditor, if required, and fixation of remuneration;
- viii. Authorising a Member of the Provisional Committee to convene the first meeting of the Committee;
- ix. Consideration of affiliation of the Society to the District Housing Federation or other institutions;
- x. Any other matter with the permission of the Chair, not requiring special notice.

89 Constitution of Provisional Committee

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|-----|---|---|
| (a) | The Provisional Committee shall be constituted at the First General Body Meeting. | Constitution
of Provisional
Committee |
|-----|---|---|
- Constitution of Provisional Committee

- (b) The Provisional Committee shall exercise all powers and perform all functions of a duly elected Committee under the Act, Rules and Bye-laws.

90 The person presiding over the First General Body Meeting shall:

- | | | |
|-----|--|-------------------------|
| (a) | Record the minutes of the meeting; | Recording of
Minutes |
| (b) | Sign the minutes; | |
| (c) | Hand over the same to the Secretary elected at the first meeting of the Provisional Committee or nominated by the Registering Authority. | |

91 Handover of Records by Chief Promoter

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|-----|--|---------------------------------------|
| (a) | The Chief Promoter shall, immediately after election or nomination of the Provisional Committee, hand over all records and assets of the Society to the Chairman or authorised Member of the Committee. | Handover of Records by Chief Promoter |
| (b) | The records shall include, but not be limited to: <ul style="list-style-type: none"> i. Application for registration and related documents; ii. Registered Bye-laws of the Society; iii. Certificate of Registration; iv. Bank documents, passbooks, cheque books and financial records; v. Agreements executed with various parties; vi. Statement of Accounts; vii. Membership applications and records; viii. Vouchers and financial documents; ix. Cash balance, if any; x. Plans and construction-related documents, if applicable; xi. Minutes of the First General Body Meeting; xii. Correspondence files; xiii. All other records and assets of the Society in physical or digital form. | |
| (c) | The Chief Promoter shall prepare and submit a handover report, and shall not retain any records or assets of the Society. | |

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|-----------|--|-----------------------------------|
| 92 | Powers of Provisional Committee
The Provisional Committee or nominated Committee shall have all powers and functions of a Committee duly elected under the Act, Rules and Bye-laws. | Powers of Provisional Committee |
| 93 | The Provisional Committee or nominated Committee shall hold office for a period of one year or until the regular Committee is elected, whichever is earlier. | Term of Provisional Committee |
| 94 | The Chairman of the Provisional Committee or nominated Committee shall hand over charge of all records, assets and documents of the Society to the Chairman of the newly elected Committee at its first meeting, leaving nothing with him. | Handover by Provisional Committee |
| 95 | Annual General Body Meeting (AGM)
(a) The Society shall hold its Annual General Body Meeting within six months from the close of the financial year, i.e., on or before 30th September of every year, as mandated under Section 75 of the Act. | |

- (b) It shall be the statutory responsibility of the Committee to ensure that the Annual General Body Meeting is convened within the prescribed period. Annual General Body Meeting
- (c) At every Annual General Body Meeting, the Committee shall place before the Society for the approval:
 - (i) The Minutes of the previous Annual General Body / Special General Body (if any).
 - (ii) Annual Report of the Society;
 - (iii) Audited Financial Statements;
 - (iv) Audit Report of the preceding financial year;
The appointment of an Auditor or Auditing Firm from the panel of the Auditor maintained by the Registrar.
 - (v) Rectification Report on earlier audit;
 - (vi) Budget for the ensuing financial year;
 - (vii) Plan for disposal of surplus;
 - (viii) Details of loans, if any, given to Members or specified persons;
 - (ix) Amendments of Bye-laws, if any;
 - (x) The initiation of Election Process of the Committee if due in the ensuing Financial Year;
 - (xi) Any other business with the permission of the Chair.
- (d) Where the Society fails to call the Annual General Body Meeting within the period specified in clause (a):
 - (i) the Registrar or any officer authorised by him shall have the power to call such meeting;
 - (ii) such meeting shall be deemed to be a validly convened Annual General Body Meeting of the Society;
 - (iii) the expenditure incurred for convening such meeting shall be recoverable from the funds of the Society or from the persons responsible for such failure, as determined by the Registrar;
- (iv) the Registrar may, after giving opportunity of being heard, declare the officer or Member of the Committee responsible for such default as disqualified for being elected or for being a Member of the Committee for a period not exceeding five years;

96

Special General Body Meeting (SGM)

- (a) A Special General Body Meeting may be called at any time:
 - (i) by the Chairman;
 - (ii) by a majority of the Committee;
 - (iii) upon requisition in writing by 1/5th Members as provided under Section 76 of the Act;

- (iv) at the instance of the Registrar.
- (v) at the instance of the federal society of which the society is a member
- (b) It shall be the responsibility of the Committee to convene such meeting within one month in case of requisition from the members as per Section 76 of the Act. Special General Body Meeting
- (c) Where the Committee fails to convene the Special General Body Meeting within such period:
 - (i) the Registrar or any person authorised by him shall have the power to convene such meeting;
 - (ii) such meeting shall be deemed to be duly convened by the Committee;
 - (iii) the Registrar may direct that the expenditure incurred for such meeting shall be paid from the funds of the Society or recovered from the persons responsible for failure to convene the meeting;
 - (iv) the Registrar may, after giving an opportunity of being heard, declare such officer or Member of the Committee disqualified for a period not exceeding five years and may impose penalty as provided under the Act.

97

Notice of General Body Meeting

- (a) Every General Body Meeting shall be convened by giving clear notice in accordance with the provisions of the Act, Rules and these Bye-laws.
 - i For the Annual General Body meetings Clear 14 days notice is mandatory i.e the day of the notice and the day of the meeting shall be excluded.
 - ii For the Special General Body meetings Clear 5 days notice is mandatory i.e the day of the notice and the day of the meeting shall be excluded.
 - iii For the Special General Body meeting in case of any Emergency, the meeting may be called even at a shorter notice. The agenda of such emergency meeting and the reason of such emergency shall be communicated in writing to all the members. Also the decision of such meeting shall be communicated in writing to all the members with 2 days of such meeting.
- (b) The notice shall mandatorily specify:
 - (i) date, time and place of the meeting; Notice of General Body Meeting

- (ii) detailed agenda of the meeting;
- (iii) mode of participation, where applicable. If the meeting is conducted through Online mode then the link of the said meeting shall be shared in the Notice;
- (c) No business shall be transacted at any General Body Meeting unless it is included in the agenda, except with the permission of the Chair and with the consent of the Members present.

98 Presiding Officer of Meeting

- (a) The Chairman shall preside over the General Body Meeting.
Presiding Officer of Meeting Presiding
Officer of
Meeting
- (b) In the absence of the Chairman, the Members present shall elect one among themselves to preside over the meeting.

99 Quorum

- (a) No General Body Meeting shall be held or proceeded with unless the quorum of 20 members or 2/3rd whichever is less is present.
- (b) No Proxy or holder of Power of Attorney or letter of Authority shall be eligible to attend a General Body Meeting of the society on behalf of member of the society.
- (c) If within half an hour from the time appointed for the meeting the quorum is not present:
 - (i) in case of a meeting convened upon requisition of Members, Quorum
the meeting shall stand dissolved;
 - (ii) in any other case, the meeting shall stand adjourned to a later time on the same day or to a subsequent date not earlier than seven days and not later than thirty days, as specified in the notice. At such adjourned meeting, the business on the agenda of the original meeting shall be transacted, whether quorum is present or not.

100 Conduct of Business

- (a) The Secretary or the officer convening the meeting shall read the notice of the meeting and the agenda before commencement of the business. Conduct of
Business
- (b) The business shall be transacted in the order in which it appears in the agenda, unless the Members present, with the permission of the Chair, agree to change the order.
- (c) Except where otherwise provided under the Act, Rules, all resolutions shall be passed by a majority of the Members present.
- (d) In case of equality of votes, the Chairman of the meeting shall have a casting vote.

101	Voting	
	(a) Voting shall ordinarily be by show of hands.	Voting
	(b) Where Members are divided on any resolution, any Member may demand a poll, and upon such demand, the Chairman of the meeting shall put the resolution to vote.	
	(c) Voting may be conducted by ballot where so directed by the Chairman of the meeting or required under the Act or Rules .	
	(d) The result of voting shall be declared by the Chairman of the meeting and shall be final and binding, and shall be recorded in the minutes.	
102	Postponement and Adjournment	
	(a) If all the business on the agenda cannot be transacted on the date of the meeting, the meeting may be postponed to a suitable date not later than thirty days.	Postponement and Adjournment
	(b) The remaining business shall be transacted at such postponed meeting.	
103	No resolution regarding:	
	(i) expulsion of a Member;	Restriction on Certain Resolutions
	(ii) removal of a Member of the Committee;	
	(iii) amendment of Bye-laws;	
	shall be brought before any General Body Meeting unless due notice thereof has been given strictly in accordance with the provisions of the Act, Rules .	

CHAPTER XIII. MANAGEMENT OF THE AFFAIRS OF THE SOCIETY

104	Final Authority of the Society	as per existing provisions, Election Rules, Rule 106C-13
	(a) Subject to the provisions of the Act, the Rules and these Bye-laws, the final authority of the Society shall vest in the General Body of Members duly convened and constituted in accordance with these Bye-laws.	Final Authority of the Society

- (b) The General Body shall exercise such powers and perform such functions as are conferred upon it under the Act, the Rules and these Bye-laws, and shall decide all matters relating to the policy, finance, and administration of the Society.

105 Governance Framework of the Society

- (a) In consonance with Rule 106C-13(1)(a) of the Rules, the management and administration of the Society shall be governed by the Bye-laws of the Society as approved by the Registrar. Governance Framework of the Society
- (b) Such Bye-laws shall constitute the fundamental governance framework of the Society, and all decisions, actions, and functions of the Society shall be carried out strictly in accordance therewith.

106 Management of the Society to Vest in the Committee

- (a) The management of the affairs of the Society shall vest in the Committee duly constituted in accordance with the provisions of the Act, Rules, and these bye-laws. Management of the Society to Vest in the Committee
- (b) The Committee shall be the executive body of the Society and shall carry on the day-to-day administration of the Society, subject to the provisions of the Act, Rules and bye-laws and the directions of the General Body.
In terms of Rule 106C-13(2)(a), the Committee shall execute the decisions taken by the General Body, prepare the annual budget, maintain financial records, and ensure timely audit, repairs and maintenance of the Society's property.

107 Exercise of Powers and Duties of the Committee

- (a) Subject to the directions given or regulations made by the General Body, the Committee shall exercise all powers conferred on it and discharge all functions entrusted to it under these bye-laws. The Committee shall act as the executive authority of the Society and shall function in a fiduciary capacity in the interest of the Society and its members.
- (b) Without prejudice to the generality of the foregoing, the Committee shall— Exercise of Powers and Duties of the Committee
- (i) Manage and administer the affairs of the Society and maintain, protect and preserve its property, assets and infrastructure;

- (ii) Maintain true, correct and up-to-date books of accounts, statutory registers, records and documents and ensure their proper custody and preservation;
- (iii) Ensure timely assessment, demand, collection and recovery of dues from members and ensure proper, transparent and lawful utilisation of the funds of the Society;
- (iv) Place before the General Body all matters requiring its approval, including annual accounts, budgets, reports, major decisions and proposals involving financial or administrative implications;
- (v) Ensure compliance with all statutory provisions, directions of competent authorities and these bye-laws;
- (vi) Implement and give effect to all lawful resolutions of the General Body within a reasonable time;
- (vii) Ensure proper maintenance, repairs, structural safety, insurance and statutory compliances relating to the property of the Society;
- (viii) Represent the Society in all legal, administrative and statutory proceedings and take appropriate action for protection of its rights and interests;
- (b) Maintain transparency in its functioning and provide access to records and information to members as permissible under law.
The Committee may, with prior approval of the General Body, appoint qualified professionals including architects, structural engineers, contractors, legal advisors, Project Management Consultants (PMC), auditors and other experts, as may be necessary for proper management, maintenance, redevelopment or compliance of the Society.
The Committee shall function strictly in accordance with these bye-laws - Provided that
- (c) The Committee shall not exercise any power or take any decision in respect of matters which are required to be decided by the General Body; Functions of the Committee
- (d) Any act, decision or omission of the Committee in contravention of statutory provisions, directions of competent authority or these bye-laws shall render the Committee and its members liable for action as per law;
- (e) The Committee shall be jointly and severally responsible for all decisions, acts and omissions affecting the affairs of the Society;

- (f) The Committee shall act as trustees of the Society and discharge its duties with due diligence, good faith, transparency and accountability.

108 Opening of Bank Account and Investment of Funds

- (a) The Society shall open and maintain one or more bank accounts in a State Co-operative Bank, District Central Co-operative Bank, or in any other banking institution or mode permitted by the State Government, in accordance with the provisions of Section 70 and Section 154B-17 of the Maharashtra Co-operative Societies Act, 1960. Opening of Bank Account
- (b) The bank account of the Society shall be operated jointly by the Secretary together with the Chairman or the Treasurer, or by such other Office Bearer as may be authorised by the Managing Committee. Operation of Bank Account

All receipts, payments, withdrawals, cheques, electronic transactions, acknowledgements and discharges on behalf of the Society shall be jointly signed, authenticated or authorised by the persons so authorised.

- (c) The Managing Committee shall ensure that all financial transactions, accounting, maintenance of books of accounts and audit of the Society are carried out strictly in accordance with the provisions of the Act, the Rules and these Bye-laws and in terms of Rule 106C-13(2)(a). Financial Management and Accounting
- (d) The Society may invest or deposit its funds in accordance with the provisions of Section 70 and Section 154B-17 of the Act and in accordance with the directions or guidelines issued by the competent authority from time to time. Investment of Funds
- (e) The Managing Committee shall be responsible for ensuring safe custody of the funds of the Society and for ensuring that the funds are utilised and invested only for the purposes authorised under the Act, the Rules and these Bye-laws. Responsibility of the Managing Committee

109 Strength of the Managing Committee

- (a) The Committee shall consist of 7, 11, 13, 15, 17 or 19 Members of the Society, depending upon the total number of members of the Society.
- (b) The strength of the Committee shall include reserved seats as provided under Sections 154B-20 and 154B-21 of the Maharashtra Co-operative Societies Act, 1960, subject to applicability. Reserved Seats

- (c) In case of societies having up to 50 members, only the reservation for women shall be applicable and no other reservation shall apply. Non application of reserved seats
- (d) The strength of the Committee and the quorum for the Committee meeting shall be as follows: Strength of committee
- | No. of Members of the Society | General Seats | Women | SC/ST | OBC | VJ/NT/SBC | Total |
|-------------------------------|---------------|-------|-------|-----|-----------|-------|
| Up to 50 | 2 | 1 | 1 | 1 | 1 | 7 |
| 51 to 100 | 3 | 2 | 2 | 2 | 2 | 11 |
| 101 to 200 | 4 | 3 | 3 | 3 | 3 | 16 |
| 201 to 300 | 5 | 4 | 4 | 4 | 4 | 21 |
| 301 to 500 | 6 | 5 | 5 | 5 | 5 | 26 |
| 501 and above | 7 | 6 | 6 | 6 | 6 | 31 |
- Committee StrengthQuorum
- (e) Till the time the members of the reserved categories are not available or elected to fill the reserve seats as provided in Section 154B-20 and 154B-21 such reserved seats shall not be counted for strength of managing committee for composition of quorum. The quorum of the managing committee meetings shall be simple majority provided Quorum
- (a) The quorum for a meeting of the Managing Committee shall be a simple majority of the total number of elected members constituting the Committee immediately after its election
- (b) In the case of a Society having fifty or less members, the quorum for a meeting of the Managing Committee shall be three elected members.
- (c) The quorum once determined shall remain unchanged during the tenure of the Committee and shall not be reduced on account of resignation, death, disqualification, removal, cessation or any vacancy in the Committee.

110

Election of the Committee

- (a) The election of all the Members of the Committee shall be held once in every five years, before the expiry of its term, in accordance with the provisions of Section 73CB of the Maharashtra Co-operative Societies Act, 1960 and the Rules and procedure framed thereunder.

- (b) It shall be the duty of the Committee to conduct the election of the Society where the number of members is 250 or less, in accordance with the procedure prescribed for 'E' Type Societies under Rules 76A to 76R. Election of the Committee

In the case of societies having more than 250 members, the Committee shall intimate the State Co-operative Election Authority before Six months of the expiry of its term and submit information in Form E1, E2 and E3 for conducting the election.

If the Committee fails to take necessary steps for conducting the election before expiry of its term, the Members of the Committee shall cease to hold office on expiry of the term and action shall be taken by the Registrar under Section 77A of the Act.

111 Prohibition against being interested in the Society

No officer of the Society shall have any interest, directly or indirectly, otherwise than as such officer—

- (a) in any contract entered into with the Society; Prohibition against being interested in the Society
- (b) in any property sold or purchased by the Society;
- (c) in any other transaction of the Society.

Provided that, nothing contained herein shall apply to any investment made in, or loan taken from, the Society by any paid employee of the Society for the purpose of providing residential accommodation, in accordance with the provisions of the Act, the Rules and these bye-laws.

112 Disqualification for Membership of the Committee

No person shall be a member of the Committee or eligible for being elected as a Member of the Committee or co-opted on it, if—

- (a) he / she is a defaulter of any dues payable to any Society registered under the provisions of the Act, and has failed to pay such dues within three months from the date of service of notice in writing, served either by hand delivery or by registered post or Speed Post demanding the payment of dues; Disqualification for Membership of the Committee

- (b) he / she has been convicted of an offence involving moral turpitude, unless a period of six years has elapsed since such conviction; or is convicted with imprisonment of not less than one year for an offence under the provisions of any law for the time being in force;
- (c) he / she has been held responsible under Sections 75(5), 78, 79, 88, 147, 154B-8(2) or 154B-27 of the Act, or has been held responsible for the payment of costs of inquiry under Section 85 of the Act;
- (d) he / she has directly or indirectly carried on the business of buying, selling, letting or subletting of flats in the Society, or is engaged in any activity of a commercial nature in respect of flats in the Society;
- (e) he / she has incurred any disqualification under the provisions of the Act or the Rules made thereunder, including disqualification under Section 154B-23 and clauses (vii), (viii) or (ix) of clause (f) of sub-section (1) of Section 73CA of the Act, including the provision relating to having more than two children after the 7th September, 2002;
- (f) he / she has, without previous permission in writing of (to)the Society, sublet his / her flat or part thereof, or given it on leave and license or caretaker basis, or parted with possession in any other manner;
- (g) he / she has remained absent for three consecutive meetings of the Committee without leave of absence granted by the Committee;
- (h) he / she has failed to comply with statutory provisions, directions of competent authorities, or lawful resolutions of the Society, resulting in governance default or statutory non-compliance.

113 Constitution of the Committee

- (a) In a General Election of Members of the Committee of the Society, on the election of two-thirds or more number of Members of the total strength of the Committee as prescribed under Section 154B-19 of the Act, the Returning Officer or any other officer or authority conducting such election shall, within two days after the declaration of results of such election, forward the names and permanent addresses of the elected Members to the Registrar, where the Committee stands constituted.

Constitution
of the
Committee

- (b) The Registrar shall, within fifteen days from the date of receipt E-17 or E-9, publish or cause to be published such names and addresses.

114 Cessation of Membership of the Committee

- (a) A person shall cease to be a Member of the Committee, if—
 - (i) he / she has incurred any of the disqualifications mentioned under bye-law No. 107; or
- (b) Where a Member incurs any disqualification under bye-law No. 107, the Committee shall record the same in the minutes of its meeting and the Secretary shall inform the concerned Member and the Registrar accordingly.
Such Member shall cease to hold office from the date of incurring such disqualification, subject to confirmation by the Registrar, wherever required under the Act.

Cessation of
Membership
of the
Committee

115 Presence of Committee Member in Interested Matters

- (a) No Member of the Committee shall be present at the discussion or decision on any matter in which he / she is directly or indirectly interested.
- (b) Such Member shall disclose the nature of interest before the Committee and shall withdraw from the meeting while such matter is being considered.
Any decision taken in contravention of this provision shall be liable to be set aside.

Presence of
Committee
Member in
Interested
Matters

116 Period of Office of the Elected Committee

- (a) The Committee elected under these Bye-laws shall hold office for a period of five years from the date of assuming charge, as provided under Section 154B-19 (3) of the Act.
- (b) The term of the elected Members of the Committee shall be reckoned from the date of the first meeting of the newly constituted Committee.
- (c) The term of the office bearers of the Society shall be co-terminus with the term of the Committee, as provided under Section 154B-19(3) of the Act.

Period of
Office of the
Elected
Committee

117 First Meeting of Newly Elected Committee

- (a) The first meeting of the newly elected Committee shall be held for the purpose of electing the office bearers of the Society, in accordance with the Election Rules framed under Section 73CB of the Act.

- (b) In case of Type “E” Societies, the Returning Officer shall convene the meeting of the elected Members of the Committee by giving at least seven days’ prior written notice with acknowledgment, as provided under Rule 76Q.

First Meeting
of Newly
Elected
Committee

The notice shall specify:

- (i) the number of office bearers to be elected;
- (ii) the date, time and place of the meeting.
- (c) In case of Type “C” Societies, the meeting for election of office bearers shall be conducted by the State Co-operative Election Authority or its authorised officer, as per applicable Election Rules.
- (d) The election of Chairman, Secretary and Treasurer shall be conducted strictly in accordance with the Election Rules.
- (e) Upon completion of election, the outgoing Committee shall hand over charge to the newly elected Committee as per the Act, Rules and Bye-laws.

118

Custody of Records of the Society

- (a) All records of the Society shall be kept at its registered office or at such place as approved by the Committee.
- (b) The records shall remain under the custody of the Secretary, who shall ensure their proper maintenance, safety and accessibility in accordance with the Act, Rules and these Bye-laws.

Custody of
Records of the
Society

119

Handover of Charge by Outgoing Committee

- (a) Upon election of the new Committee, the Secretary of the outgoing Committee shall prepare a complete inventory of all records, registers, documents, funds and property of the Society in his custody and hand over the same to the newly elected Chairman.
- (b) The outgoing Chairman shall hand over the charge of the office of the Committee and all records and property of the Society in his possession to the Chairman of the newly elected Committee, in accordance with Section 160 of the Act.
- (c) The handover of charge as stated above shall be completed within a period of 15 days from the date of constitution of the new Committee, and the same shall be duly recorded in writing as per these Bye-laws.
- (d) In case of failure to hand over charge within the prescribed period:
 - (i) The newly elected Committee shall issue a written notice to the outgoing office bearers requiring immediate compliance;

Handover of
Charge by
Outgoing
Committee

- (ii) If the outgoing office bearers fail to comply within the stipulated time, the Committee may report the matter to the Registrar for appropriate action under the provisions of the Act;
- (iii) The Society may initiate proceedings for recovery of records, documents, funds or property, including filing of appropriate proceedings before the competent authority;
- (iv) The Society may also take action for fixing responsibility and recovery of loss, if any, caused to the Society due to such failure, in accordance with the provisions of the Act, Rules and these Bye-laws.

120 Election of Office Bearers

- (a) Every Committee, at its first meeting held under Bye-law No. 112, shall elect from amongst its Members a Chairman, Secretary and Treasurer, in accordance with the provisions of the Election Rules framed under the Act.
- (b) The office bearers so elected shall hold office for a period co-terminus with the term of the Committee, subject to the provisions of the Act, Rules and these Bye-laws. Election of Office Bearers
- (c) An office bearer shall cease to hold office if:
 - (i) he / she ceases to be a Member of the Committee; or
 - (ii) a motion of no-confidence is passed against him / her.

Provided that such motion shall be moved in a meeting called and presided over by the Registrar or an officer authorised by him, upon a requisition made by not less than one-third of the Members of the Committee, and shall be passed by a majority of not less than two-thirds of the Members present and entitled to vote.

Provided further that no such motion shall be brought within a period of six months from the date of the previous motion.

121 Place of Meeting and Quorum of Committee

- (a) The meetings of the Committee shall ordinarily be held at the registered office or premises of the Society, or at such place as may be decided by the Committee.
- (b) The quorum for a meeting of the Committee shall be a simple majority of the existing Committee Members, unless otherwise provided under these Bye-laws. Place of Meeting and Quorum of Committee
- (c) No business shall be transacted at any meeting of the Committee unless the quorum is present at the time of consideration of each item on the agenda.

122 Frequency of Committee Meetings

- (a) The Committee shall meet as often as necessary, but at least once in every month, for the proper conduct of the affairs of the Society, in accordance with these Bye-laws.
- (b) In case of urgency, the Committee may pass resolutions by circulation, provided that such resolutions shall be placed before the Committee for confirmation at the next meeting, and shall form part of the proceedings of that meeting.

Frequency of
Committee
Meetings

123 Casual Vacancies in the Committee

- (a) A casual vacancy in the Committee arising due to death, resignation, disqualification, removal, incapacity of a Member or any other reason before the expiry of his / her term may be filled by the Committee by co-option, in accordance with Rule 106C-13(4) of the Rules and these Bye-laws.
- (b) The Secretary or any person authorised by the Committee shall invite nominations from eligible Members by giving not less than seven days' notice, by displaying the same on the Notice Board of the Society.
- (c) The nominations received shall be scrutinized by the Committee and the list of valid nominations shall be placed before the Committee.
- (d) Where the number of valid nominations exceeds the number of vacancies, the Committee shall fill such vacancy by majority decision in its meeting, subject to quorum provisions under these Bye-laws.
- (e) The Member so co-opted shall be from the same category or class of Members in respect of which the vacancy has arisen, wherever applicable.
- (f) The term of the co-opted Member shall be co-terminus with the term of the Committee.
- (g) The proceedings of such co-option shall be recorded in the minutes of the Committee meeting in accordance with these Bye-laws.

Casual
Vacancies in
the
Committee

124 Resignation of Committee Member and Effective Date

- (a) A Member of the Committee may resign from the Committee by submitting a written resignation addressed to the Chairman of the Society.
- (b) The resignation shall be placed before the Committee for consideration.

Resignation of
Committee
Member and
Effective Date

- (c) The resignation shall take effect from the date of its acceptance by the Committee or on the expiry of a period of thirty days from the date of receipt of such resignation by the Chairman or the Secretary of the Society, whichever is earlier, and such resignation shall be deemed to have been accepted upon expiry of the said period, notwithstanding that the Committee has not accepted or has rejected the same.
- (d) The Member submitting resignation may withdraw the resignation at any time before its acceptance by the Committee or before the expiry of the said period of thirty days, whichever is earlier, by giving a written intimation to the Chairman or the Secretary of the Society.
- (e) Upon such resignation becoming effective, the vacancy shall be treated as a casual vacancy and shall be filled in accordance with these Bye-laws.

125 Authority to Issue Notice of Committee Meeting

- (a) The Secretary of the Society shall, in consultation with the Chairman, issue not less than three clear days' notice of every meeting of the Committee to all Members of the Committee, specifying the date, time, place and agenda of the meeting. Authority to Issue Notice of Committee Meeting
- (b) (a) Where the Secretary fails to issue such notice, the Chairman shall issue the same.
(b) No meeting of the Committee shall be convened by any person other than as provided in these Bye-laws.

126 Presiding Over Committee Meeting

- (a) The Chairman of the Society shall preside over all meetings of the Committee. Presiding Over Committee Meeting
Presiding Over Committee Meeting
- (b) Provided that, in the absence of the Chairman, the Members present shall elect one amongst themselves to preside over the meeting for that occasion.

127 Voting in Committee Meeting

- (a) Every Member of the Committee shall have one vote. Voting in Committee Meeting
- (b) All decisions shall be taken by majority of votes of the Members present and voting. Voting in Committee Meeting
- (c) In case of equality of votes, the Chairman of the meeting shall have a second or casting vote.

128 Special Meeting of the Committee

- (a) Upon a requisition made by not less than one-third of the Members of the Committee, the Secretary shall convene a Special Meeting of the Committee within a period of seven days from the date of receipt of such requisition.
Special Meeting of the Committee
- (b) Such meeting shall be convened only for the purpose of considering the business specified in the requisition.
- (c) If the Committee fails to hold at least one meeting in a calendar month as required under these Bye-laws, any Member of the Committee may make a written request to the Chairman to convene the meeting.
- (d) In the event of failure by the Chairman to convene the meeting pursuant to a request made under sub-clause (3) within a period of seven days from the date of receipt of such request, the concerned Member may make an application to the Registrar. Special Meeting of the Committee
- (e) Upon receipt of such application, the Registrar may, after such inquiry as deemed necessary, issue appropriate directions and may:
 - (i) authorise the concerned Housing Federation of which the Society is affiliated to convene and conduct the meeting; or
 - (ii) appoint an authorised officer or person to convene and conduct such meeting.
- (f) The expenses incurred for convening and conducting such meeting shall be borne by the Society.

129 Recording of Minutes of Committee Meeting

- (a) The Secretary of the Society shall attend every meeting of the Committee and shall record the minutes of the meeting and place the same before the next meeting of the Committee for confirmation.
- (b) The minutes shall be confirmed in the subsequent meeting and shall be signed by the Chairman of the meeting and the Secretary. Recording of Minutes of Committee Meeting
- (c) In the absence of the Secretary, the Chairman shall make suitable alternative arrangements for recording the minutes of the meeting.

130 Conduct of Committee Meetings through Audio-Visual Mode

a new provision

- (a) Notwithstanding anything contained in these Bye-laws, the Committee may, by passing a resolution, permit conduct of its meetings through audio-visual mode (video conferencing or other similar electronic means).

Conduct of Committee Meetings through Audio-Visual Mode

- (b) Where a meeting is proposed to be conducted through such audio-visual mode, the Secretary shall provide the link or access details along with the notice of the meeting issued under these Bye-laws.
 - (c) The Members participating through such audio-visual mode shall be deemed to be present for the purpose of quorum and voting.
 - (d) The proceedings of such meetings shall be recorded in writing in the minutes of the meeting, in accordance with these Bye-laws.
- Conduct of
Committee
Meetings
through Audio-
Visual Mode
- (e) There shall be no mandatory requirement of video recording of such meetings; however, the Committee may decide to record the proceedings, if deemed necessary.
 - (f) Every Member attending the meeting through audio-visual mode shall:
 - (i) ensure proper identification and participation from a location free from disturbance;
 - (ii) maintain discipline, decorum and dignity during the proceedings;
 - (iii) not allow participation of any unauthorised person;
 - (iv) follow the directions of the Chairman for orderly conduct of the meeting.
 - (g) In case of any disruption, disorderly conduct, or breach of decorum, the Chairman may regulate participation of such Member, including restricting or discontinuing such participation for that meeting, subject to recording the same in the minutes.
 - (h) The Committee may, by resolution, prescribe detailed protocols and safeguards for conduct of meetings through audio-visual mode, consistent with the provisions of the Act, Rules and these Bye-laws.

- (a) The Members of the Committee shall be jointly and severally responsible for all decisions taken by the Committee during their term in respect of the affairs and business of the Society.
- (b) The Members of the Committee shall be jointly and severally responsible for all acts of commission or omission which are detrimental to the interest of the Society. Joint and Several Responsibility of Committee Members
- (c) Such responsibility shall be subject to the provisions of the Act, Rules and these Bye-laws.

132 Powers, Functions and Duties of the Committee

existing provisions grouped for clarity

- (a) (i) The Committee shall be the executive and administrative authority of the Society and shall, subject to the provisions of the Act, the Rules, Government directions, the resolutions of the General Body and these Bye-laws, manage, administer and supervise the affairs, property and business of the Society and exercise such powers and perform such functions and duties as are conferred upon it under the Act, the Rules and these Bye-laws.
- (b) (ii) Without prejudice to the generality of clause (i), the Committee shall—
 - (i) (a) implement the resolutions of the General Body and ensure compliance with the provisions of the Act, the Rules, Government directions and these Bye-laws;
 - (ii) (b) administer and protect the movable and immovable property, common areas, common facilities, common services, assets, funds and records of the Society;
 - (iii) (c) prepare and place before the General Body the Annual Budget, financial statements, proposals relating to maintenance contributions, service charges and such other matters requiring the approval of the General Body;
 - (iv) (d) administer, invest and utilise the statutory funds and other funds of the Society in accordance with law and the resolutions of the General Body;

- (v) (e) approve expenditure, execute contracts and incur expenditure within the powers conferred by the Act, the Rules, these Bye-laws and the resolutions of the General Body;
- (vi) (f) appoint, supervise and, where necessary, remove employees and appoint Advocates, Chartered Accountants, Auditors, Architects, Engineers, Project Management Consultants, Valuers, Contractors and other professionals required for the efficient administration of the Society;
- (vii) (g) ensure proper maintenance, repairs, structural stability, fire safety, electrical safety, lift safety, water quality, sanitation and all other statutory compliances relating to the Society's property;
- (viii) (h) obtain, renew and maintain adequate insurance of the Society's property and pursue insurance claims wherever necessary;
- (ix) (i) ensure proper maintenance, preservation, digitisation, confidentiality and security of the books of account, statutory registers, records, documents and electronic data of the Society and facilitate inspection and supply of copies in accordance with the Act, the Rules and these Bye-laws;
- (x) (j) ensure timely preparation, audit, adoption and filing of accounts, audit rectification reports, statutory returns and all other reports, statements and compliances required under law;
- (xi) (k) ensure that every application, request, complaint and proceeding received by the Society is processed, decided and communicated within the time prescribed under the Act, the Rules, Government directions and these Bye-laws;
- (xii) (l) monitor recovery of the dues of the Society and initiate appropriate proceedings wherever required under the Act and these Bye-laws;
- (xiii) (m) execute conveyance, deemed conveyance, lease deeds, redevelopment documents and such other statutory or contractual documents on behalf of the Society after obtaining the approvals required under law;
- (xiv) (n) scrutinise tenders, quotations and proposals relating to major repairs, redevelopment and other works and place its recommendations before the General Body wherever required;

- (xv) (o) regulate and manage the common areas, common facilities, parking spaces and such other common amenities in accordance with the Act, the Rules and these Bye-laws;
- (xvi) (p) frame and implement administrative policies, operating procedures and standard forms consistent with the Act, the Rules and these Bye-laws wherever considered necessary for the efficient management of the Society;
- (xvii) (q) ensure compliance with all statutory timelines prescribed under the Act, the Rules, Government directions and these Bye-laws and fix responsibility upon the concerned office bearer or employee for any default or delay;
- (xviii) (r) The Committee and every office bearer shall exercise only such powers and perform only such functions and duties as are conferred by the Act, the Rules, Government directions, these Bye-laws, the resolutions of the General Body or any other applicable law. They shall not impose any restriction, condition, obligation, charge, penalty or requirement upon any Member, Joint Member, Associate Member, Provisional Member, family member, tenant, licensee, caretaker, occupant or any other person which is inconsistent with, or not authorised by, the Act, the Rules, Government directions, these Bye-laws or any other applicable law.
- (xix) (s) The Committee and every office bearer shall act fairly, reasonably, transparently and in good faith and shall ensure equal treatment to all Members, Joint Members, Associate Members, Provisional Members, their family members, tenants, licensees, caretakers and other lawful occupants similarly situated. No person shall be subjected to arbitrary, discriminatory or unequal treatment or be denied any right, facility, service or benefit on grounds not authorised by the Act, the Rules, Government directions, these Bye-laws or any other applicable law.
- (xx) (t) The Committee shall not pass any resolution, issue any circular, guideline, direction, policy or decision which is inconsistent with or contrary to the provisions of the Act, the Rules, Government directions, these Bye-laws or any other applicable law. Any such resolution, circular, guideline, direction, policy or decision shall, to the extent of such inconsistency, be void and unenforceable.

- (a) (i) The Chairman shall be the head of the Society and the Committee and shall, subject to the provisions of the Act, the Rules, Government directions and these Bye-laws, provide leadership, guidance and overall supervision for the proper governance and administration of the Society.
- (b) (ii) Without prejudice to the generality of clause (i), the Chairman shall—
 - (i) (a) preside over the meetings of the General Body and the Committee and ensure that the business of the meetings is conducted in an orderly, fair, transparent and democratic manner;
 - (ii) (b) ensure that the Committee functions collectively within the powers conferred by the Act, the Rules, Government directions and these Bye-laws and that matters reserved for the General Body are not decided by the Committee;
 - (iii) (c) supervise and guide the functioning of the Secretary, Treasurer, other office bearers, Committee Members, employees and professionals engaged by the Society;
 - (iv) (d) ensure that the resolutions of the General Body and the Committee are implemented effectively and within the prescribed time;
 - (v) (e) monitor compliance with the Act, the Rules, Government directions, these Bye-laws and statutory timelines applicable to the Society;
 - (vi) (f) review the administration, financial position, maintenance, repairs, redevelopment, conveyance, litigation, statutory compliances and other important matters affecting the Society and place appropriate matters before the Committee;
 - (vii) (g) sign the minutes of meetings, share certificates, conveyance deeds, agreements and such other documents as required under the Act, the Rules, these Bye-laws or the resolutions of the Committee or the General Body;
 - (viii) (h) represent the Society before Government authorities, statutory authorities, courts, tribunals, financial institutions and other bodies or authorise any office bearer, employee or professional to represent the Society wherever permitted by law or authorised by the Committee;

- (ix) (i) ensure that the Committee and every office bearer discharge their respective duties efficiently, impartially and in accordance with the Act, the Rules, Government directions and these Bye-laws;
- (x) (j) in cases of emergency involving immediate danger to life, health, safety or the property of the Society, take such temporary measures as are reasonably necessary, provided that the reasons are recorded in writing and the action is placed before the next meeting of the Committee for ratification;
- (xi) (k) exercise a casting vote in the event of equality of votes, where permitted under these Bye-laws;
- (xii) (l) perform such other powers, functions and duties as may be conferred by the Act, the Rules, Government directions, these Bye-laws or the resolutions of the General Body or the Committee.
- (c) (iii) The Chairman shall not—
 - (i) (a) exercise any power or perform any function not conferred by the Act, the Rules, Government directions, these Bye-laws or a lawful resolution of the General Body or the Committee;
 - (ii) (b) interfere with the statutory duties specifically assigned to any other office bearer except in the discharge of his supervisory functions;
 - (iii) (c) issue any direction, circular, order or instruction inconsistent with the Act, the Rules, Government directions, these Bye-laws or the lawful resolutions of the General Body or the Committee; or
 - (iv) (d) act arbitrarily or discriminate between Members, Joint Members, Associate Members, Provisional Members, their family members, tenants, licensees, caretakers or other lawful occupants in the discharge of his duties.

134 Powers, Functions and Duties of the Secretary

- (a) (i) The Secretary shall be the Chief Executive and Administrative Officer of the Society and shall, subject to the provisions of the Act, the Rules, Government directions, these Bye-laws and the lawful directions of the Committee, be responsible for the day-to-day administration and execution of the affairs of the Society.

existing
provisions
grouped
for clarity

- (b) (ii) Without prejudice to the generality of clause (i), the Secretary shall—
- (i) (a) convene meetings of the General Body and the Committee, issue notices, prepare the agenda in consultation with the Chairman and record and maintain the minutes of such meetings;
- (ii) (b) maintain the books of account, statutory registers, records, correspondence, files, electronic records and the seal of the Society and ensure their proper custody, preservation, digitisation, confidentiality and retrieval;
- (iii) (c) process and place before the Committee all applications, requests, complaints and matters required to be decided under the Act, the Rules and these Bye-laws;
- (iv) (d) maintain the Register of Members, Share Register, Nomination Register, Register of Associate Members, Register of Provisional Members, Parking Register, Tenant Register and such other statutory registers and records as may be required under law;
- (v) (e) ensure timely preparation and service of bills, demand notices, notices of meetings and all other communications required under the Act, the Rules and these Bye-laws;
- (vi) (f) ensure timely filing of statutory returns, reports, disclosures and compliances required under the Act, the Rules and any other applicable law;
- (vii) (g) make available records for inspection and provide certified copies of records in accordance with the Act, the Rules and these Bye-laws;
- (viii) (h) supervise the employees of the Society and ensure implementation of the resolutions of the General Body and the Committee;
- (ix) (i) carry out or arrange inspection of the Society's property, common areas, common facilities and such other matters as may be required under these Bye-laws and place the inspection reports before the Committee;
- (x) (j) issue notices relating to maintenance, repairs, statutory compliance and violations of the Act, the Rules or these Bye-laws, as authorised by the Committee or where required under law;
- (xi) (k) correspond on behalf of the Society with Members, Government authorities, statutory authorities, local authorities, utility providers, financial institutions and other persons, as authorised;

- (xii) (l) maintain proper records of recovery proceedings, litigation, conveyance, redevelopment, contracts, insurance, statutory permissions and all other legal matters relating to the Society;
- (xiii) (m) facilitate electronic communication, digital record management and audio-visual meetings in accordance with the Act, the Rules and these Bye-laws;
- (xiv) (n) promptly bring to the notice of the Committee any breach of the Act, the Rules, Government directions or these Bye-laws or any matter requiring immediate attention;
- (xv) (o) discharge such other powers, functions and duties as may be assigned by the Committee or required under the Act, the Rules, Government directions and these Bye-laws.
- (c) (iii) The Secretary shall not withhold, suppress, alter or delay any record, application, notice, communication or statutory compliance without lawful authority and shall perform his duties fairly, impartially, diligently and in good faith.

135	Powers, Functions and Duties of the Treasurer	existing provisions grouped for clarity
(a)	(i) The Treasurer shall be the financial officer of the Society and shall, subject to the provisions of the Act, the Rules, Government directions and these Bye-laws, supervise and monitor the financial affairs of the Society and ensure proper financial management, accountability and transparency.	
(b)	(ii) Without prejudice to the generality of clause (i), the Treasurer shall—	
(i)	(a) supervise the maintenance of the books of account, financial records and other accounting documents of the Society and ensure that they are complete, accurate and updated;	
(ii)	(b) ensure that all receipts, payments, investments and financial transactions are properly accounted for and carried out in accordance with the Act, the Rules, these Bye-laws and the resolutions of the Committee;	
(iii)	(c) supervise the preparation of the Annual Budget, financial statements, balance sheet, income and expenditure account and other financial reports required under law;	

- (iv) (d) monitor the collection of maintenance charges, contributions and other dues payable to the Society and periodically review the financial position of the Society;
 - (v) (e) supervise the operation of the Society's bank accounts, investments and statutory funds and ensure that they are managed in accordance with law and the resolutions of the General Body;
 - (vi) (f) ensure that payments are made only after due sanction and in accordance with the financial powers delegated under these Bye-laws;
 - (vii) (g) coordinate with the Statutory Auditor, Internal Auditor and other financial professionals and ensure timely completion of audit and compliance with audit observations and rectification reports;
 - (viii) (h) review the financial risks, outstanding liabilities and contingent liabilities of the Society and place significant matters before the Committee;
 - (ix) (i) ensure compliance with all statutory financial requirements, including taxation, deductions, statutory payments, filing of financial returns and maintenance of financial records under applicable law;
 - (x) (j) place before the Committee and the General Body such financial statements, reports and information as may be required under the Act, the Rules and these Bye-laws;
 - (xi) (k) perform such other financial powers, functions and duties as may be assigned by the Committee or required under the Act, the Rules, Government directions and these Bye-laws.
-
- (c) (iii) The Treasurer shall not—
 - (i) (a) authorise or permit any expenditure or financial transaction contrary to the Act, the Rules, Government directions, these Bye-laws or the resolutions of the General Body or the Committee;
 - (ii) (b) permit any Society funds to be utilised for purposes not authorised by law or by the resolutions of the General Body or the Committee;
 - (iii) (c) suppress, alter or misrepresent any financial record, account or statement of the Society; or
 - (iv) (d) fail to promptly report any financial irregularity, fraud, misappropriation, loss or material financial risk coming to his knowledge to the Committee

- (d) (iv) Every office bearer shall discharge the duties assigned to him under the Act, the Rules, Government directions and these Bye-laws honestly, fairly, diligently, transparently and in good faith and shall remain accountable for any act of commission or omission attributable to the duties of his office in accordance with the provisions of the Act and other applicable law.

CHAPTER XIV- MAINTENANCE OF ACCOUNT BOOKS AND REGISTERS

- 136** The Society may maintain the following books of accounts, Registers records and registers as per the requirement:—
- (i) The Register of Members in “I” Form prescribed under Rule 32 of the Maharashtra Co-operative Societies Rules, 1961. Rule 32
 - (ii) The List of Members in “J” Form prescribed under Rule 33 of the Maharashtra Co-operative Societies Rules, 1961. Rule 33
 - (iii) The Cash Book.
 - (iv) The General Ledger.
 - (v) The Personal Ledger.
 - (vi) The Sinking Fund Register.
 - (vii) The Audit Rectification Report Register / File in “O” Form prescribed under the said Rules.
 - (viii) The Investment Register.
 - (ix) The Nomination Register.
 - (x) The Society / Members Loan Register / Mortgage Register.
 - (xi) The Minutes Book of the Meetings of the Committee of the Society.
 - (xii) The Minutes Book of the Meetings of the General Body of the Society.
 - (xiii) The Property Register including furniture, fixtures and office equipment.
 - (xiv) The Structural Audit Register / File, Fire Audit Register / File and Lift Inspection Record.
 - (xv) The Register of Provisional Members.
 - (xvi) The Register of Associate Members.
 - (xvii) Share Register.
 - (xviii) Tenants Register.
 - (xiv) Parking Register.
- 137** The Society may maintain separate files for the following subjects:—
- (i) Applications for Membership. Maintenance of Files
 - (ii) Applications for Provisional / Associate Membership.

- (iii) Letters of resignation of Membership including Associate Membership.
- (iv) Applications for transfer of shares and/or interest in the capital/property of the Society.
- (v) Cases of expulsion of Members.
- (vi) Nominations made by Members including revocations thereof.

- (vii) Separate file for correspondence with each Member.
- (viii) Correspondence with the Co-operative Registrar.
- (ix) Correspondence relating to Property Taxes including Non-Agricultural Taxes.
- (x) Correspondence relating to common electric supply.
- (xi) Correspondence relating to conveyance of the property.
- (xii) All types of Agreements along with connected papers.
- (xiii) Approved plans of construction and correspondence thereon.

- (xiv) Applications for allotment of parking spaces.
- (xv) Vouchers along with bills arranged in order of entries in Cash Book / Journal.
- (xvi) Counterfoils of challans deposit slip for bank credits arranged date-wise.
- (xvii) Counterfoils of cheques issued.
- (xviii) Counterfoils of share certificates.
- (xix) Applications for duplicate share certificates.
- (xx) Application for registration of the Society, copy of Bye-laws and amendments thereto.
- (xxi) Certificate of Registration of the Society.
- (xxii) Counterfoils / copies of receipts issued by the Society.
- (xxiii) Counterfoils / copies of bills issued for Society charges.
- (xxiv) Correspondence regarding loans received and property mortgaged.
- (xxv) Notices and Agenda of Committee and General Body Meetings.
- (xxvi) Periodical Statements of Accounts.
- (xxvii) Committee's Annual Reports on working of the Society.
- (xxviii) Audit Memos received from Statutory Auditors with rectification reports.
- (xxix) Audit Reports received from Internal Auditors with rectification reports.
- (xxx) Papers pertaining to elections of the Committee.
- (xxxi) Complaints received from Members and correspondence thereof.

Note: The Society shall also maintain files relating to other subjects not expressly mentioned above.

138

Maintenance, Preservation and Custody of Books, Registers and Records

new
provision
added

- (a) (i) The Society shall maintain and preserve all books of account, statutory registers, records, documents, files and electronic records required under the Act, the Rules, Government directions and these Bye-laws.
- (b) (ii) The Society may maintain such books, registers, records and documents in physical form, electronic form or in both forms, wherever permitted under law, and shall ensure their proper custody, preservation, confidentiality and protection against loss, damage or unauthorised alteration.
- (c) (iii) The following records shall ordinarily be preserved permanently:—
 - (i) (a) Certificate of Registration of the Society, registered Bye-laws and amendments thereto;
 - (ii) (b) Register of Members, Share Register, Share Certificate records and all records relating to admission, transfer, cessation, nomination and membership;
 - (iii) (c) Minutes Books of General Body Meetings and Committee Meetings together with the resolutions passed therein;
 - (iv) (d) Conveyance Deed, Deemed Conveyance Order, Lease Deed, title documents, approved building plans, Commencement Certificate, Occupancy Certificate, Completion Certificate and other permanent records relating to the Society's property;
 - (v) (e) Structural Audit Reports, redevelopment or self-redevelopment records and documents affecting the title or structure of the Society;
 - (vi) (f) Annual Financial Statements, Statutory Audit Reports and final orders, judgments, awards or recovery certificates affecting the rights, property or liabilities of the Society;
 - (vii) (g) Such other records as may be required to be permanently preserved under the Act, the Rules, Government directions or any other applicable law.
- (d) (iv) The following records shall ordinarily be preserved for ten years:—
 - (i) (a) Cash Book, General Ledger, Journal, Bank Books, Bank Statements and other accounting records;

- (ii) (b) Vouchers, receipts, bills, invoices and supporting financial documents;
- (iii) (c) Audit Rectification Reports and audit compliance records;
- (iv) (d) Investment records, loan records and deposit records;
- (v) (e) Contracts, agreements, tenders, quotations, work orders and completion reports;
- (vi) (f) Insurance policies and insurance claim records;
- (vii) (g) Taxation records and statutory financial filings;
- (viii) (h) Fire safety, lift safety and electrical inspection records.
- (e) (v) The following records shall ordinarily be preserved for five years:—
 - (i) (a) Leave and Licence intimations, tenant, licensee, caretaker and occupant records;
 - (ii) (b) Parking records, EV charging records and other operational registers;
 - (iii) (c) Complaints, applications, routine correspondence and administrative files;
 - (iv) (d) Annual Maintenance Contract records and routine maintenance records;
 - (v) (e) Employee records after cessation of service;
 - (vi) (f) Water quality reports, housekeeping, security and other routine operational records.
- (f) (vi) The following records shall ordinarily be preserved for one year:—
 - (i) (a) Attendance sheets of meetings after confirmation of the minutes;
 - (ii) (b) Draft notices, draft agenda papers and temporary working papers;
 - (iii) (c) Temporary inward and outward dispatch records and other routine administrative papers having no continuing legal, financial or administrative value.
- (g) (vii) No record shall be destroyed before the expiry of the prescribed period or where its preservation is directed by the Registrar, any competent authority or a Court.

CHAPTER XVII – ACCOUNTS, AUDIT AND FINANCIAL MANAGEMENT

139

Accounting Year

Section 81,
Rule 61,
62, 65

The accounting year of the Society shall commence on the 1st day of April and end on the 31st day of March of the succeeding year.

140 Books of Accounts and Financial Records

- (a) (1) The Society shall maintain proper, complete and up-to-date books of accounts, registers, documents and financial records, in physical form, electronic form or both, in accordance with the provisions of the Act, the Rules and these Bye-laws.
- (b) (2) Without prejudice to the Act and the Rules, the Society shall maintain, inter alia, the following records:—
 - (i) (a) Cash Book, Day Book and Bank Book;
 - (ii) (b) General Ledger and Member-wise Personal Ledger;
 - (iii) (c) Bills Register, Collection Register and Receipt Books;
 - (iv) (d) Register of Investments;
 - (v) (e) Register of Fixed Assets and Property Register;
 - (vi) (f) Stock and Dead Stock Register;
 - (vii) (g) Register of Deposits and Loans, where applicable;
 - (viii) (h) Register of Auditors and their Written Consent;
 - (ix) (i) Register of Audit Objections and Audit Rectification;
 - (x) (j) Such other books, registers, statements and records as may be prescribed under the Act, the Rules or by the Registrar.
- (a) (3) Every financial transaction shall be supported by proper vouchers and documentary evidence and shall be recorded promptly and accurately.
- (b) (4) Where accounting work is entrusted to an accountant, consultant or software service provider, the Committee shall remain responsible for the correctness, completeness, authenticity and preservation of all books of accounts and financial records.

141 Preparation of Financial Statements, Audit and Annual Returns

- (a) (1) Within forty-five days from the close of the accounting year, the Committee shall prepare the Annual Financial Statements comprising:—
 - (i) (a) Receipts and Payments Account;
 - (ii) (b) Income and Expenditure Account or Profit and Loss Account, as applicable;
 - (iii) (c) Balance Sheet;
 - (iv) (d) Schedules and statements required under the Act and the Rules.
- (b) (2) The Annual Financial Statements shall remain open for inspection by Members during office hours and shall be supplied to the Statutory Auditor within fifteen days from the date of their preparation.

- (c) (3) Within sixty days from the close of the accounting year, the Society shall hand over the books of accounts, registers, financial statements and all relevant records to the Statutory Auditor appointed under Section 81 of the Act. Sec. 81
- (d) (4) The Statutory Auditor shall complete the audit and submit the Audit Report to the Society and the Registrar within four months from the close of the Co-operative Year, i.e., on or before 31st July.
- (e) (5) A copy of the Audited Financial Statements, Audit Report and Committee Report shall be displayed on the Notice Board and made available to the Members at least fourteen days before the Annual General Body Meeting.
- (f) (6) The Annual General Body Meeting shall consider and adopt the Audited Financial Statements, Audit Report and Committee Report within six months from the close of the accounting year or within such extended period as may be permitted under the Act.
- (g) (7) The Society shall file the Annual Returns, Audited Financial Statements, Audit Report and all other documents prescribed under the Act and the Rules with the Registrar within six months from the close of the accounting year, ordinarily on or before 30th September, or within such extended period as may be prescribed.

142 Appointment of Auditor Section 81

- (a) The Statutory Auditor or Auditing Firm shall be appointed by the Annual General Body Meeting from the panel approved under the Act.
- (b) Before appointment, the Society shall ensure that the proposed Auditor is eligible and has not exceeded the audit assignment limit prescribed under the Act.
- (c) The appointment, written consent and remuneration of the Auditor shall be recorded and submitted in the manner prescribed under the Act and the Rules.

143 Audit Compliance and Rectification

- (a) The Committee shall provide the Auditor with unrestricted access to all books of accounts, registers, documents, vouchers, agreements, electronic records and information required for conducting the audit.
- (b) On receipt of the Audit Report, the Committee shall place the Audit Report before the next General Body Meeting.

- (c) The Society shall rectify the defects and irregularities pointed out in the Audit Report and submit the Audit Rectification Report to the Registrar within three months from the date of the Audit Report, in accordance with Section 82 of the Act and Rule 73 of the Rules.
- (d) The Committee shall continue to submit further Audit Rectification Reports whenever required until all audit objections are fully complied with to the satisfaction of the Registrar.
- (e) Every Member of the Committee and every Officer responsible for maintaining the accounts shall be jointly and severally responsible for compliance with the provisions relating to accounts, audit, audit rectification and statutory filings under the Act, the Rules and these Bye-laws.

Section 82
of the Act
and Rule
73

144 Write-off of Irrecoverable Dues

- (a) The Society may write off any amount due from a Member or any other person, including maintenance charges, interest, recovery expenses, legal expenses or any other amount lawfully recoverable, only where such amount has become irrecoverable and its recovery is not reasonably practicable.
- (b) No amount shall be written off unless—
 - (i) all reasonable steps for recovery under the Act, Rules and these Bye-laws have been taken;
 - (ii) the amount is certified as irrecoverable by the Statutory Auditor appointed under the Act;
 - (iii) the Managing Committee records detailed reasons for recommending such write-off; and
 - (iv) the General Body Meeting approves the proposal by passing an appropriate resolution.
- (c) Where the Society is indebted to any financing institution or where approval of any authority is required under the Act, Rules or Government directions, such write-off shall be subject to obtaining the necessary approval.
- (d) Where the Society has created a Bad Debt Fund or any similar reserve for meeting irrecoverable dues, the write-off may be adjusted against such fund in accordance with the Act, Rules, Government directions and applicable Accounting Standards.
- (e) Every proposal for write-off shall contain—
 - (i) the name of the Member or person concerned;
 - (ii) the amount proposed to be written off;

existing
provision

- (iii) the period to which the dues relate;
 - (iv) the recovery proceedings undertaken;
 - (v) reasons why recovery has become impracticable; and
 - (vi) the recommendation of the Managing Committee and the Statutory Auditor.
- (f) A write-off shall be an accounting adjustment only and shall not, by itself, extinguish or waive the legal right of the Society to recover the amount if it subsequently becomes recoverable under law.

145 Register of Written-off Dues

existing provision

- (a) The Society shall maintain a Register of Written-off Dues containing—
 - (i) the name of the Member or person concerned;
 - (ii) amount written off;
 - (iii) date of General Body approval;
 - (iv) reasons for write-off;
 - (v) particulars of recovery proceedings taken; and
 - (vi) subsequent recoveries, if any.
- (b) Where any amount written off is subsequently recovered, the same shall be credited to the accounts of the Society in accordance with applicable Accounting Standards and the provisions of the Act and Rules.

CHAPTER XV. CONVEYANCE / DEEMED CONVEYANCE, STRUCTURAL REPAIRS

146 Conveyance / Deemed Conveyance of the Property

- (a) The Managing Committee shall, with the prior approval of the General Body Meeting, take all necessary steps for execution of the Conveyance or Deemed Conveyance of the land and building or buildings in favour of the Society in accordance with law.
- (b) Where the Promoter fails to execute the Conveyance within the prescribed period, it shall be the duty of the Managing Committee to initiate proceedings for obtaining Deemed Conveyance under the applicable law.
- (c) The Managing Committee shall examine, in consultation with the Advocate or Legal Advisor of the Society, the draft Conveyance Deed or Deemed Conveyance documents and place the same before the General Body Meeting for approval.

Conveyance / Deemed Conveyance of the Property

Existing provisions and new additions for transparency

- (d) Upon approval by the General Body Meeting, the Managing Committee shall execute, register and complete the Conveyance or Deemed Conveyance and undertake all consequential actions required under law.
- (e) The Society shall preserve all title deeds, conveyance documents, sanctioned plans and other property records as permanent records.

147

Maintenance and Repairs of Society Property

- (a) The Managing Committee shall be responsible for maintaining the property of the Society in good condition and ensuring timely repairs, preventive maintenance and compliance with all statutory requirements. Maintenance and Repairs of Society Property
- (b) On receipt of any complaint from a Member, or whenever considered necessary, the Secretary shall inspect the property, either personally or along with a qualified Architect, Structural Engineer or Technical Expert, and submit a report to the Managing Committee indicating the nature and urgency of repairs.
- (c) Every Member shall permit reasonable access to his Flat or premises for inspection, maintenance, repairs, replacement of common services or rectification of defects affecting the common areas or any other part of the Society property.
- (d) The Managing Committee shall decide the nature, priority and manner of execution of repairs based upon the inspection report and the interest of the Society.
- (e) The Managing Committee shall be competent to incur one-time expenditure on repairs and maintenance of the Society property in a financial year, without prior approval of the General Body Meeting, provided such expenditure does not exceed—
 - (i) up to 25 Members – ₹1,00,000;
 - (ii) 26 to 50 Members – ₹2,00,000;
 - (iii) 51 to 100 Members – ₹3,00,000;
 - (iv) 101 to 1000 Members – ₹4,00,000;
 - (v) 1001 and above Members – ₹5,00,000.
- (f) Where the estimated expenditure exceeds the above limit, prior approval of the General Body Meeting shall be mandatory except in cases of emergency repairs undertaken under these Bye-laws.
- (g) The General Body Meeting shall determine the monetary limit up to which tenders need not be invited. Where the estimated cost exceeds such limit, tenders shall be invited through a fair, transparent and competitive process.

- (h) Expenditure on repairs shall ordinarily be met from the Repairs and Maintenance Fund, Major Repairs Fund, Sinking Fund or any other lawful source approved under the Act, Rules and these Bye-laws.

148

Appointment of Architect, Structural Engineer or Technical Expert

- (a) For major repairs, structural repairs or other technical works, the Society shall appoint a qualified Architect, Structural Engineer or Technical Expert with the approval of the General Body Meeting. Appointment of Architect, Structural Engineer or Technical Expert new added for transparency
- (b) The Managing Committee shall ordinarily obtain proposals from at least three qualified professionals and place a comparative statement before the General Body Meeting.
- (c) The appointment shall specify the scope of work, fees, responsibilities, deliverables and time schedule.
- (d) The Managing Committee shall execute an agreement with the selected professional.
- (e) In cases of emergency affecting the safety of the building or occupants, the Managing Committee may appoint a qualified professional immediately and undertake urgent protective measures. Such action shall be reported to and ratified by the next General Body Meeting.
- (f) The appointed professional shall—
 - (i) inspect the building;
 - (ii) assess its condition;
 - (iii) prepare technical reports, drawings, specifications and estimates;
 - (iv) advise on the nature and urgency of repairs;
 - (v) supervise execution wherever required;
 - (vi) certify stage-wise and final completion;
- (vii) assist in obtaining statutory approvals wherever necessary.

149

Procedure for Major Repairs and Structural Repairs

- (a) Major repairs and structural repairs shall ordinarily be undertaken on the basis of a Structural Audit Report or technical report prepared by a qualified professional. Procedure for Major Repairs and Structural Repairs
- (b) The Managing Committee shall place before the General Body Meeting—
 - (i) the Structural Audit Report or technical report;
 - (ii) details of proposed works;

- (iii) estimated cost;
- (iv) expected extension of the life of the building;
- (v) source of funds;
- (vi) proposed method of execution.
- (c) The General Body Meeting shall approve the scope of work, estimated cost, source of funds and method of execution.
- (d) Where tenders are required, the Managing Committee shall invite them through a fair, transparent and competitive process, prepare a comparative statement and place the same before the General Body Meeting.
- (e) The General Body Meeting shall approve the contractor or agency for execution of the work.
- (f) The Managing Committee shall execute the agreement with the selected contractor or agency and supervise the execution of the work.
- (g) The General Body Meeting may constitute a Works Monitoring Committee to monitor the progress of the work and report periodically to the Managing Committee.
- (h) The Managing Committee shall ensure that all technical reports, estimates, tender documents, comparative statements, work orders, agreements, stage-wise progress reports and completion certificates are available for inspection by Members and are communicated through the Notice Board, electronic means or the Society website, if any.
- (i) Upon completion of the work, the Managing Committee shall place before the General Body Meeting—
 - (i) the Completion Certificate;
 - (ii) final statement of expenditure;
 - (iii) details of deviations, if any;
 - (iv) warranties and guarantees received;
 - (v) defect liability obligations of the contractor, if any.

CHAPTER XVI - REDEVELOPMENT OF SOCIETY PROPERTY

(Self-Redevelopment and Redevelopment through Developer)

- (a) The Society may undertake redevelopment of its property, including the land, building or buildings, appurtenant areas and common facilities, by way of—

as per the
GR of
redevelop-
ment dated
4.7.2019
and self-
redevelop-
ment dated
13.9.2021

- (i) redevelopment through a developer;
 - (ii) self-redevelopment;
 - (iii) cluster or group redevelopment;
 - (iv) redevelopment through a federation or apex body, where permissible; or
 - (v) any other lawful mode of redevelopment permitted under applicable law.
- (b) Every redevelopment shall be undertaken strictly in accordance with—
- (i) the Government Directives issued from time to time under Section 79A of the Maharashtra Co-operative Societies Act, 1960;
 - (ii) the Maharashtra Co-operative Societies Act, 1960 and the Rules made thereunder;
 - (iii) the applicable Development Control and Promotion Regulations;
 - (iv) the Maharashtra Regional and Town Planning Act, 1966;
 - (v) the Real Estate (Regulation and Development) Act, 2016, wherever applicable;
 - (vi) all other applicable laws, Government policies and statutory permissions.
- (c) The General Body shall be the supreme authority for every policy decision relating to redevelopment.
- (d) The Managing Committee shall act only as the executive body for implementation of the decisions of the General Body.
- (e) The Society shall ensure transparency, fairness, equal treatment of Members and proper disclosure throughout the redevelopment process.

151

Initiation of Redevelopment

- (a) The redevelopment process may be initiated—
- (i) by the Managing Committee; or

- (ii) upon a requisition made by the Members in accordance with the Government Directives.
- (b) Upon receipt of such proposal, the Managing Committee shall convene a Special General Body Meeting within the period prescribed by the Government Directives.
- (c) The notice of the meeting shall clearly specify the agenda relating to redevelopment and shall be issued in the manner prescribed under these Bye-laws and the Government Directives.
- (d) Before placing any proposal for redevelopment before the General Body, the Managing Committee shall collect and place all relevant technical, financial and legal information necessary to enable the Members to take an informed decision.

152 Preliminary Assessment

Before deciding redevelopment, the Society shall, as far as practicable, examine—

- (a) the structural condition and remaining useful life of the building;
- (b) the feasibility and estimated cost of structural repairs and major repairs;
- (c) the feasibility of redevelopment;
- (d) the feasibility of self-redevelopment and redevelopment through a developer;
- (e) the planning potential of the property under the applicable Development Control Regulations;
- (f) the financial implications, risks and expected benefits of each option;
- (g) all other relevant factors affecting the long-term interest of the Society.

153 Appointment of Architect / Project Management Consultant

- (a) Where considered necessary, the Society shall appoint an Architect or Project Management Consultant with the approval of the General Body.
- (b) Such appointment shall be made in a fair, transparent and competitive manner in accordance with the Government Directives.
- (c) The General Body shall approve the scope of services, professional fees and terms of appointment.
- (d) The Architect or Project Management Consultant shall function as an independent professional advisor to the Society and shall act in the best interest of the Society.

- (e) No Architect or Project Management Consultant having a conflict of interest with the proposed developer, contractor or any other project participant shall be appointed.

154

Duties of the Architect / Project Management Consultant

The Architect or Project Management Consultant shall, subject to the terms of appointment—

- (a) examine the title documents, plans, statutory approvals and other records relating to the property;
- (b) identify deficiencies requiring rectification before redevelopment;
- (c) prepare feasibility reports, project reports, estimates, tender documents and other technical documents;
- (d) advise the Society regarding self-redevelopment and redevelopment through a developer;
- (e) assist the Society in obtaining statutory approvals and permissions;
- (f) assist the Society in evaluation of bids and selection of the developer or contractor;
- (g) supervise the implementation of the project in accordance with approved plans and applicable law;
- (h) monitor quality, progress and timelines;
- (i) certify work, measurements and stage-wise payments, wherever required;
- (j) periodically submit factual progress reports to the Managing Committee and General Body;
- (k) perform such other professional duties as may be entrusted by the Society.

155

Due Diligence before Redevelopment

Before commencement of redevelopment, the Society shall, wherever applicable—

- (a) verify the title and property records;
- (b) complete conveyance or deemed conveyance;
- (c) verify approved plans, Occupation Certificate, Completion Certificate and other statutory approvals;
- (d) review pending litigation or encumbrances affecting redevelopment;
- (e) update statutory records of the Society;
- (f) recover outstanding dues, as far as practicable;
- (g) take such further steps as may be necessary for successful implementation of the project.

156

Feasibility Report

The Architect or Project Management Consultant shall prepare a feasibility report covering, as applicable—

- (a) legal and title aspects;
 - (b) planning and development potential;
 - (c) structural condition of the building;
 - (d) comparative analysis of repairs and redevelopment;
 - (e) comparative analysis of self-redevelopment and redevelopment through a developer;
 - (f) financial feasibility;
 - (g) project implementation schedule;
 - (h) rehabilitation, transit accommodation and other Member-related aspects;
 - (i) project risks and mitigation measures;
 - (j) such other matters as may be relevant for decision making.
- The feasibility report shall be placed before the General Body before taking any final decision regarding redevelopment.

157 Decision of the General Body

- (a) The General Body shall consider the feasibility report and all relevant information placed before it.
- (b) The General Body shall decide—
 - (i) whether redevelopment shall be undertaken;
 - (ii) whether redevelopment shall be by self-redevelopment or through a developer;
 - (iii) whether to appoint the necessary professionals;
 - (iv) whether to authorise the Managing Committee to undertake further steps.
- (c) Every decision shall be taken only in accordance with the Government Directives and applicable law.

158 Self-Redevelopment

- (a) The Society may undertake self-redevelopment in accordance with the applicable Government policies and directives.
- (b) The General Body may appoint such Architects, Engineers, Project Management Consultants, Contractors, Legal Consultants, Chartered Accountants and other professionals as may be necessary.
- (c) Separate books of account, bank account and project records shall be maintained for the self-redevelopment project.
- (d) All borrowings, expenditure and financial commitments relating to the project shall require prior approval of the General Body, unless otherwise authorised by it.

159 Redevelopment through Developer

- (a) Where redevelopment is undertaken through a developer, the Society shall ensure a transparent and competitive process for selection of the developer in accordance with the Government Directives.
- (b) The terms and conditions of redevelopment, including the Development Agreement and all other project documents, shall be approved by the General Body before execution.
- (c) The Managing Committee shall periodically monitor the progress of the project and place the progress reports before the General Body.

160 Transparency and Member Participation

- (a) The Society shall maintain complete transparency throughout the redevelopment process.
- (b) Members shall be kept informed of all material developments through notices, meetings, electronic communication or any other mode approved by the General Body.
- (c) The Society shall maintain complete records of all notices, resolutions, reports, tenders, comparative statements, agreements, statutory approvals, correspondence and other documents relating to redevelopment.
- (d) Every Member shall be entitled to inspect the redevelopment records and obtain copies in accordance with the Act, Rules and these Bye-laws.
- (e) The Managing Committee shall periodically place before the General Body a report on the physical and financial progress of the redevelopment project until completion.

161 Compliance with Government Directives

If any provision of this Chapter is inconsistent with any Government Directive issued under Section 79A of the Maharashtra Co-operative Societies Act, 1960 or any statutory provision governing redevelopment, the Government Directive or statutory provision, as amended from time to time, shall prevail to the extent of such inconsistency.

CHAPTER XVII- EMERGENCY PLANNING, SAFETY, ENVIRONMENT AND SUSTAINABILITY

- (a) The Managing Committee shall prepare and maintain an Emergency Planning and Disaster Preparedness Scheme for the Society building, common areas and immediate surroundings.
- (b) The Scheme shall, as far as practicable, include provisions regarding:
 - (i) identification of possible risks such as fire, structural danger, flood, electrical failure, lift failure, medical emergency and other disasters;
 - (ii) evacuation routes, assembly points and emergency access;
 - (iii) contact details of Police, Fire Brigade, Municipal Authorities, hospitals, ambulance services and other emergency agencies;
 - (iv) duties of Committee Members, employees, security staff and residents during emergencies;
 - (v) rescue, first aid, communication and temporary restoration of essential services;
 - (vi) location and maintenance of fire-fighting systems, alarms, emergency lights, pumps, generators and other safety equipment.
- (c) The Scheme shall be reviewed at least once in every co-operative year and placed before the General Body Meeting for information.
- (d) The Society may conduct mock drills, awareness programmes and training sessions for fire safety, disaster management, first aid and emergency response.

Emergency Contact Information

- (a) The Society shall maintain and periodically update emergency contact information of:
 - (i) Members and occupants;
 - (ii) Government and emergency authorities;
 - (iii) electricity, water supply, lift, fire-fighting, security and other essential service providers;

- (iv) nearby hospitals, doctors, ambulances and medical facilities.
- (b) Such information shall be kept readily available with the office of the Society, security staff and such responsible persons as may be authorised by the Managing Committee.

164

General Safety and Statutory Compliance

- (a) The Society shall comply with all applicable laws, permissions, directions and requirements relating to fire safety, structural safety, public health, sanitation, disaster management, environmental protection, lifts, electrical installations and common facilities.
- (b) The Managing Committee shall ensure that statutory inspections, certificates, audits, renewals and maintenance contracts required under law are obtained or renewed within the prescribed time.
- (c) No Member, occupant, tenant, visitor or any other person shall do any act which may endanger the safety, security, health, hygiene or structural stability of the building, common areas or residents.
- (d) Where any serious safety risk, structural defect, fire hazard or statutory violation is noticed, the Managing Committee shall take immediate steps to inform the concerned authority and take reasonable preventive or corrective measures.

165

Prohibition of Child Labour

- (a) Employment of child labour within the Society premises shall be strictly prohibited in accordance with law.
- (b) The Managing Committee shall inform Members, contractors, agencies and service providers that no child labour shall be engaged for any work within the Society premises.
- (c) Any violation noticed by the Society shall be reported to the competent authority.

166

Protection of Society Property, Trees and Common Assets

- (a) No Member, occupant, tenant, visitor or any other person shall:
 - (i) damage, deface, misuse or destroy any property of the Society;
 - (ii) cut, remove, damage or destroy trees, plants, landscaping or greenery without permission of the competent authority, wherever required;
 - (iii) make any unauthorised construction, alteration, enclosure or encroachment in common areas;

- (iv) obstruct passages, staircases, lobbies, terraces, refuge areas, fire exits, emergency access routes or fire-fighting equipment;
- (v) tamper with lifts, pumps, meters, CCTV, fire systems, electrical panels, water lines, drainage lines or any common installation.
- (b) Any loss, damage or expense caused by such act may be recovered from the concerned Member or person responsible, without prejudice to any action under law.

167

Regulation of Pets and Animal Safety

- (a) A Member may keep pets in his flat, subject to applicable laws, municipal regulations and reasonable safety and hygiene requirements.
- (b) No Member shall be prohibited from keeping a pet merely because other residents object to keeping of pets in the premises.
- (c) The owner of the pet shall ensure that:
 - (i) the pet does not cause nuisance, danger or injury to residents;
 - (ii) cleanliness is maintained in common areas;
 - (iii) vaccination, registration and health requirements are complied with;
 - (iv) the pet is properly controlled in common areas;
 - (v) any injury, nuisance, cleaning cost or damage caused by the pet is borne by the owner.
- (d) No person shall treat any animal with cruelty.
- (e) The Society may coordinate with the local authority or recognised agencies for vaccination, sterilisation and humane management of stray animals.

168

Waste Management and Cleanliness

- (a) The Society and all Members shall comply with municipal solid waste management rules and directions of the local authority.
- (b) Every Member and occupant shall:
 - (i) segregate waste as required by the local authority;
 - (ii) dispose of waste only at designated places;
 - (iii) not throw waste in passages, staircases, lifts, open spaces, drains, terraces or adjoining properties;
 - (iv) maintain cleanliness in and around his premises.
- (c) The Managing Committee shall make reasonable arrangements for collection, segregation, storage, composting, recycling and disposal of waste, wherever applicable.

- (d) No person shall create unhygienic conditions or dispose of waste in a manner harmful to public health, cleanliness or environment.

169 Environmental Sustainability and Green Measures

- (a) The Society shall, as far as practicable, promote water conservation, energy efficiency and environment-friendly maintenance of the Society property.
- (b) The Society may adopt measures such as rainwater harvesting, reuse of treated water, prevention of water leakage, energy-efficient lighting, solar energy systems, tree plantation, landscaping, composting and electric vehicle charging infrastructure, wherever feasible and permissible.
- (c) Every Member shall maintain internal plumbing and sanitary fittings so as to prevent leakage, seepage and wastage of water.
- (d) No Member or occupant shall cause pollution, contamination, discharge of hazardous substances or environmental damage within the Society premises.

170 Safety Records and Community Resilience

The Society may maintain and periodically update:

- (a) safety records, statutory compliance registers and maintenance records;
- (b) electronic backup of important Society records;
- (c) standard operating procedures for emergencies;
- (d) contingency arrangements for essential services;
- (e) records of safety complaints and action taken thereon;
- (f) awareness programmes for Members, residents, employees and service providers.

171 Use of Common Areas and Amenities

- (a) All Members, Joint Members, Associate Members, Provisional Members, tenants, occupants, family members, guests and visitors shall use the common areas and amenities in a proper, disciplined, safe and lawful manner.
- (b) Common areas and amenities shall include passages, staircases, lifts, lobbies, terraces, refuge areas, gardens, open spaces, parking areas, gymnasium, swimming pool, clubhouse, community hall, play areas and such other facilities provided by the Society.
- (c) The use of amenities shall be subject to timings, safety norms, maintenance requirements and reasonable guidelines framed by the Managing Committee or approved by the General Body Meeting.

- (d) No person shall use any common area or amenity in a manner causing nuisance, obstruction, inconvenience, risk, damage or disturbance to other residents.
- (e) No common area or amenity shall be used for any unlawful, hazardous, commercial or unauthorised purpose without necessary permission of the Society and the competent authority, wherever required.

172 Timings and Regulated Use of Facilities

- (a) The Society may fix and display timings for use of gymnasium, swimming pool, garden, clubhouse, play area, community hall and other common amenities.
- (b) Every Member, occupant, guest and visitor shall follow the prescribed timings, safety instructions and user guidelines.
- (c) The Managing Committee may temporarily restrict use of any amenity for repairs, maintenance, safety, hygiene, statutory compliance or special circumstances.
- (d) Children shall use common facilities subject to supervision and safety conditions prescribed by the Society.
- (e) No person shall use any facility beyond permitted timings or in breach of prescribed rules.

173 Internal Regulations for Common Areas and Society Property

existing provisions enhanced for better clarity and transparency

- (a) The Managing Committee may, subject to these Bye-laws and the resolutions of the General Body Meeting, regulate the use, operation, maintenance and management of the common areas, common amenities and common facilities of the Society.
- (b) Without prejudice to the generality of the foregoing, the Society may prescribe rules regarding—
 - (i) use of common areas and amenities;
 - (ii) timings for use of common facilities;
 - (iii) use of gymnasium, swimming pool, clubhouse, community hall, gardens, play areas and recreational facilities;
 - (iv) temporary use of terraces, open spaces and other common areas;

- (v) advertisement boards, communication equipment and similar installations;
- (vi) renewable energy systems, electric vehicle charging infrastructure and other common facilities;
- (vii) parking discipline, movement of heavy goods, housekeeping and waste management;
- (viii) operation of lifts, water supply, electrical installations, fire-fighting systems and other common services;
- (ix) pets, cleanliness, hygiene, water conservation and environmental protection;
- (x) such other operational matters as may be necessary for proper administration of the Society.
- (c) The Managing Committee may issue operational guidelines consistent with these Bye-laws and the resolutions of the General Body Meeting.
- (d) Every Member, Joint Member, Associate Member, Provisional Member, occupant, tenant, licensee, family member, employee, contractor, guest and visitor shall comply with these Bye-laws, the lawful resolutions of the General Body Meeting and the lawful directions issued by the Society.

174 Safety of Structure, Common Property and Statutory Compliance

- (a) Every Member and occupant shall use his flat, common areas and Society property in a safe, lawful and responsible manner and shall not undertake any act which is likely to affect—
 - (i) structural stability;
 - (ii) fire safety;
 - (iii) emergency access or refuge areas;
 - (iv) waterproofing;
 - (v) common services or installations;
 - (vi) public health or environmental safety;
 - (vii) rights of other Members in the common property.
- (b) No person shall—
 - (i) carry out unauthorised construction, structural alteration or encroachment;
 - (ii) damage or interfere with common property or common installations;
 - (iii) obstruct passages, staircases, fire exits, refuge areas or emergency access;
 - (iv) misuse lifts, electrical systems, pumps, fire-fighting systems or other common utilities;

- (v) undertake any activity contrary to applicable law or Government directions.
- (c) The Managing Committee shall ensure compliance with statutory safety requirements and shall take prompt steps to protect the building, common property and residents whenever any unsafe condition, structural defect or statutory violation comes to its notice.

175 Category I – General or Minor Violations

- (a) The following shall ordinarily be treated as Category I (General or Minor) violations, namely—
 - (i) breach of operational rules relating to common amenities;
 - (ii) violation of timings prescribed by the Society;
 - (iii) nuisance, excessive noise or disorderly behaviour;
 - (iv) littering, spitting or failure to maintain cleanliness;
 - (v) failure to segregate waste;
 - (vi) misuse of play areas, gardens or recreational facilities;
 - (vii) minor misuse of lifts or common facilities not resulting in damage;
 - (viii) water wastage or failure to rectify internal leakage after notice;
 - (ix) breach of pet regulations;
 - (x) temporary obstruction capable of immediate removal;
 - (xi) breach of any other internal regulation not affecting structural safety, common property rights or statutory compliance.
- (b) A Category I violation shall not include any violation affecting structural stability, fire safety, common property, statutory permissions or public safety.

176 Procedure and Penalty for Category I Violations

- (a) Where a Category I violation is noticed, the Managing Committee may record the violation on the basis of direct observation, CCTV footage, written complaint or any other reliable material.
- (b) The Society may issue a warning for a first minor violation.
- (c) Where the violation continues or is repeated, the Society shall issue notice giving reasonable opportunity to explain.
- (d) After considering the explanation, the Managing Committee may impose a penalty as approved by the General Body Meeting, subject to the maximum amount permissible under law.
- (e) Any cleaning charges, restoration expenses or damage caused shall be recoverable separately from the Member.

- (f) The penalty and other recoverable charges shall be recoverable as dues of the Society.
- (g) The Society shall maintain a register of notices, violations and penalties and shall ensure that penalties are imposed uniformly, transparently and without discrimination.

177

Category II – Serious Violations

- (a) The following shall ordinarily constitute Category II (Serious) violations—
 - (i) unauthorised structural alteration or demolition;
 - (ii) unauthorised construction, extension or encroachment;
 - (iii) alteration affecting structural stability or waterproofing;
 - (iv) obstruction of fire exits, refuge areas or emergency access;
 - (v) damage to common property, lifts, electrical systems, pumps, fire-fighting systems or other common installations;
 - (vi) unauthorised occupation or exclusive use of common areas;
 - (vii) unauthorised change of user or commercial use requiring statutory permission;
 - (viii) unauthorised installation of permanent structures, advertisement boards, communication equipment or renewable energy systems on common property;
 - (ix) pollution, hazardous activities or storage of dangerous materials;
 - (x) cutting of trees or damage to landscaping;
 - (xi) any violation requiring action by the Municipal Corporation, Fire Authority, Planning Authority, Police or any other competent authority;
 - (xii) any act likely to endanger life, structural safety or public safety.
- (b) Every violation not falling under Bye-law No. 175 shall not automatically be treated as a Category II violation unless it falls within sub-bye-law (1).

178

Procedure for Category II Violations and Restoration

- (a) On noticing a Category II violation, the Managing Committee shall immediately inspect the site and record the nature of the violation.
- (b) Where necessary, the Committee may obtain inspection and reports from an Architect, Structural Engineer, Fire Consultant, Electrical Engineer, Lift Consultant or any other competent professional.

- (c) The Society shall issue a detailed notice directing the Member to discontinue the violation, restore the property or submit explanation within the specified period.
- (d) Where the violation falls within the jurisdiction of any statutory authority, the Society shall promptly report the matter to the concerned authority and seek appropriate action.
- (e) The primary object of proceedings under this Bye-law shall be restoration of the property, removal of the unauthorised work, protection of structural safety and compliance with law.
- (f) Where the Member fails to comply with the notice, the Society may—
 - (i) undertake or arrange restoration work;
 - (ii) remove the unauthorised work, wherever legally permissible;
 - (iii) take temporary protective measures where immediate danger exists;
 - (iv) initiate proceedings before the competent authority or court;
 - (v) recover all expenses incurred from the concerned Member as dues of the Society.
- (g) Where the violation creates imminent danger to life, property or structural safety, the Society may take immediate protective measures without waiting for expiry of the notice period.

179 Penalty for Category II Violations

- (a) Where a Member fails to comply with the notice issued under Bye-law No. 178 or continues or repeats the violation, the Managing Committee may, after giving reasonable opportunity of hearing, impose such penalty as may be approved by the General Body Meeting and permissible under law.
- (b) The penalty shall be in addition to restoration charges, professional fees, legal expenses and any action taken by statutory authorities.
- (c) Each continuing violation may constitute a separate breach until rectified.

180 Recovery, Records and Uniform Enforcement

- (a) Every Member shall be responsible for the acts and omissions of his family members, occupants, tenants, licensees, employees, contractors, guests and visitors.

- (b) All costs incurred by the Society towards inspection, professional reports, temporary safety measures, restoration, repairs, cleaning, removal of unauthorised work, legal proceedings or statutory compliance shall be recoverable from the concerned Member as dues of the Society.
- (c) The Society shall maintain proper records of inspections, notices, photographs, complaints, professional reports, penalties, recovery and action taken.
- (d) These Bye-laws shall be enforced uniformly, fairly and without discrimination. Similar violations shall ordinarily attract similar action.
- (e) The object of these Bye-laws is to secure compliance, safety, discipline, restoration and protection of the common property, and not to generate revenue through penalties.

181

Temporary Use of Common Areas and Society Property

- (a) The Managing Committee may, on a written application by a Member and subject to the policy approved by the General Body Meeting, permit temporary use of the community hall, clubhouse, lawns, open spaces, terraces or such other common amenities as may be designated by the Society for social, cultural, educational, recreational or family functions.
- (b) Such permission shall be subject to the following conditions:—
 - (i) the use shall not obstruct entrances, exits, passages, emergency access, refuge areas, fire-fighting installations or essential services;
 - (ii) the use shall not cause nuisance, excessive noise, inconvenience or damage to the Society or other residents;
 - (iii) no permanent structure, enclosure, alteration, excavation or installation shall be made without approval of the Society and of the competent authority, wherever required;
 - (iv) the applicant shall maintain cleanliness and restore the premises to their original condition immediately after completion of the permitted activity;
 - (v) the applicant shall be responsible for any loss, damage or expense caused to the Society property and shall reimburse the Society accordingly;
 - (vi) the Society may recover such user charges, refundable security deposit and other charges as may be approved by the General Body Meeting.

**Temporary
Use of
Common
Areas and
Society
Property**

- (c) Permission granted under this Bye-law shall be temporary, non-exclusive and revocable and shall not create or confer any tenancy, licence, easement, possessory right or any other right, title or interest over the common areas.

182 Advertisement Boards and Communication Installations

- (a) The Society may, with the prior approval of the General Body Meeting and subject to applicable law and permissions of the competent authority wherever required, permit installation of advertisement boards, signages, display panels, communication equipment, mobile infrastructure, digital display systems or similar installations on Society property.
- (b) The General Body Meeting shall determine the terms, licence fees, period, maintenance obligations, insurance requirements and utilisation of revenue derived from such installations.
- (c) No Member shall independently install or permit any advertisement board, hoarding, antenna, communication equipment or similar installation on any common area or exterior portion of the building without prior written approval of the Society.

183 Renewable Energy and Energy Conservation

- (a) The Society shall, as far as practicable, promote renewable energy, energy conservation and sustainable management of common facilities in accordance with applicable law.
- (b) Subject to technical feasibility, structural safety and financial viability, the Society may install solar photovoltaic systems, solar water heating systems, electric vehicle charging infrastructure, battery storage systems and other renewable energy systems on terraces or other suitable common areas for the common benefit of the Society.
- (c) Such installation shall be subject to—
 - (i) approval of the General Body Meeting;
 - (ii) structural stability certification wherever required;
 - (iii) compliance with applicable laws, Government policies, Development Control Regulations and safety standards;
 - (iv) ensuring that the installation does not adversely affect structural stability, waterproofing, fire safety, emergency access, refuge areas or essential services of the building.

(d) The General Body Meeting shall determine the manner of utilisation of electricity or energy generated, allocation of benefits, recovery of expenditure, maintenance responsibilities and operation of such systems.

(e) Individual installation of solar or other renewable energy systems by Members on common areas shall ordinarily not be permitted.

Provided that, where adequate surplus space is available and the Society has no proposal to install a common renewable energy system, the Managing Committee may grant permission in accordance with a uniform policy approved by the General Body Meeting, subject to structural safety, technical feasibility, applicable laws and such terms and conditions as the Society may prescribe.

(f) Where the Managing Committee refuses such permission, the concerned Member may, within thirty days of communication of the decision, submit a representation to the Society. The representation shall be placed before the next General Body Meeting or a Special General Body Meeting convened for the purpose. The decision of the General Body Meeting shall be final and binding.

CHAPTER XIX. REDRESSAL OF MEMBERS' COMPLAINTS AND GRIEVANCE MANAGEMENT

184	Submission of Complaints	existing provisions
	(a) Any Member may submit a complaint in writing to any Office Bearer of the Society, clearly stating the facts, nature of grievance and relief sought. Submission of Complaints	
	(b) The complaint shall contain sufficient particulars and supporting documents, wherever applicable, to enable proper consideration.	
	(c) No complaint relating to services, management or functioning of the Society shall be entertained unless the Member has paid all undisputed dues of the Society, including maintenance charges, up to date. Provided that, a dispute regarding the correctness or legality of such dues may be raised separately in accordance with law.	Condition of Payment of Dues
185	Registration and Acknowledgment of Complaints	

- (a) The Society shall maintain a Complaint Register in physical or electronic form.

Registration and Acknowledgment of Complaints

- (b) Every complaint shall be entered in the Register and acknowledged within 3 days of receipt.
- (c) The acknowledgment shall indicate the date of receipt and expected time for disposal.

186

Disposal of Complaints

- (a) Every complaint shall be placed before the next Managing Committee Meeting.

Disposal of Complaints

- (b) The Managing Committee shall examine the complaint and, where necessary, provide an opportunity of hearing to the concerned Member.
- (c) The Managing Committee shall pass a reasoned decision on the complaint.
- (d) Time Limit for Disposal
 - i. The decision shall be communicated to the Member within 15 days from the date of the Committee Meeting.
 - ii. In cases involving urgent matters such as safety, essential services or leakage, the complaint shall be addressed on priority and, as far as practicable, within 7 days.
- (e) The decision shall be recorded in the Minutes of the Meeting and in the Complaint Register.

187

Grievance Redressal Committee (For Societies Having More Than 50 Members)

- (a) In a Society having more than 50 Members, the General Body may, by resolution, constitute a Grievance Redressal Committee.

- (b) The Committee shall consist of:

Grievance
Redressal
Committee
(For Societies
Having More
Than 50
Members)

- i. One Member of the Managing Committee;
 - ii. Two Members of the Society who are not members of the Managing Committee;
 - iii. Such other person, if considered necessary by the General Body.
- (c) The Grievance Redressal Committee shall:

- i. Examine complaints referred to it;
 - ii. Provide an opportunity of hearing to the concerned parties;
 - iii. Attempt amicable settlement, wherever possible;
 - iv. Submit its recommendations to the Managing Committee within a reasonable time.
- (d) The Managing Committee shall consider such recommendations and record its decision. In case of disagreement, reasons shall be recorded in writing.

188

Internal Resolution and Settlement

- (a) The Society shall endeavour to resolve disputes amicably through discussion, mediation and mutual understanding before escalation.
Internal Resolution and Settlement
- (b) The Managing Committee or Grievance Redressal Committee may facilitate such settlement in a fair and transparent manner.

- (c) This provision is intended to promote harmonious living and minimize disputes within the Society.

189

Right to Approach Competent Authority

- (a) Where:
Right to Approach Competent Authority
- i. The Member is not satisfied with the decision of the Managing Committee; or
- ii. No decision is communicated within the prescribed time; the Member may approach the appropriate authority as provided under these Bye-laws and applicable law.

Right to Approach Competent Authority

190

Competent Authorities for Redressal

- (A) The following matters shall fall within the jurisdiction of the Registrar or Competent Authority:—
Matters Pertaining to the Registrar
Competent Authorities for Redressal
- i. Registration of Society obtained by misrepresentation;
- ii. Non-issuance of Share Certificates;
- iii. Refusal or delay in granting Membership;
- iv. Non-registration of Nomination;
- v. Levy of non-occupancy charges beyond permissible limits;
- vi. Charging of excess premium for transfer;
- vii. Non-supply of documents and records provided under Section 154B-8 of the Act;

- viii. Tampering, suppression or destruction of records;
- ix. Refusal to accept legitimate communication or payments;
- x. Improper or non-maintenance of statutory records;
- xi. Non-preparation or delay in finalisation of accounts and reports;
- xii. Misappropriation or misapplication of funds;
- xiii. Disqualification of Committee Members;
- xiv. Investment of funds in violation of provisions;
- xv. Audit and audit rectification matters;
- xvi. Failure to conduct elections within prescribed time;
- xvii. Rejection of nomination in election matters, where applicable;

- xviii. Failure to hold Annual General Meeting within prescribed period;
- xix. Failure to convene Managing Committee meetings;
- xx. Resignation or failure of Committee to function;
- xxi. Non-filing of statutory returns;
- xxii. Any other matter falling within the statutory jurisdiction of the Registrar.

- (B) The following disputes shall be referred to the Co-operative Court:—

Matters
 Pertaining to
 Co-operative
 Court
 (Section 91)

 - i. Disputes relating to resolutions of the Managing Committee or General Body;
 - ii. Election disputes, except those governed by separate election law;
 - iii. Disputes relating to repairs, major repairs and leakages;
 - iv. Parking disputes between Members;
 - v. Disputes relating to allotment of flats or plots;
 - vi. Disputes relating to construction cost or related liabilities;
 - vii. Disputes relating to appointment of developer, contractor or architect;
 - viii. Disputes relating to supply of services such as water;
 - ix. Disputes relating to recovery or excess charging of dues;
 - x. Any other dispute touching the constitution, management or business of the Society.

- (C) The following matters shall be dealt with by the Civil Court:—

Matters
 Pertaining to
 Civil Court

 - i. Specific performance of agreements with builders or developers;

- ii. Disputes relating to defective or substandard construction;
 - iii. Title disputes and conveyance matters;
 - iv. Contractual disputes not covered under Section 91;
 - v. Any other matter of civil nature.
- (D) The following matters shall be referred to the Municipal or Local Authority:—
- Matters
Pertaining to
Municipal or
Local
Authority
- i. Unauthorized construction or alterations;
 - ii. Water supply and drainage issues;
 - iii. Change of user of premises;
 - iv. Structural safety and dangerous building issues;
 - v. Property tax, garbage disposal, street lighting and civic services.
- (E) The following matters shall be referred to the Police Authorities:—
- Matters
Pertaining to
Police
Authorities
- i. Nuisance or illegal activities;
 - ii. Threats, harassment or assault;
 - iii. Criminal offences within the Society premises.
- (F) The General Body shall be the final authority in respect of:—
- Matters
Within the
Authority of
the General
Body
- i. Maintenance and upkeep of property;
 - ii. Display of Society name board;
 - iii. Levy and regulation of penalties;
 - iv. Use and regulation of common areas;
 - v. Insurance of Society property;
 - vi. Appointment of architect or consultant;
 - vii. Any other internal management matters.
- (G) The Housing Federation may assist in:—
- Matters
Pertaining to
Housing
Federation
- i. Resolving issues relating to non-cooperation among Members;
 - ii. Communication and coordination issues;
 - iii. Facilitating meetings under directions of the Registrar;
 - iv. Providing advisory support and dispute facilitation.

- | | | |
|------------|---|--|
| 191 | <p>Transparency and Record of Complaints</p> <p>(a) The Society shall maintain proper records of complaints, decisions and actions taken.</p> <p>(b) Such records shall be made available for inspection as per applicable provisions.</p> | <p>Transparency and Record of Complaints</p> |
| 192 | <p>Prevention of Frivolous or Malicious Complaints</p> <p>(a) Complaints shall be made in good faith.
Prevention of Frivolous or Malicious Complaints</p> <p>(b) Where a complaint is found to be false, frivolous or made with malicious intent, the Managing Committee may take appropriate action as per Bye-laws, after giving an opportunity of hearing.</p> | <p>Prevention of Frivolous or Malicious Complaints</p> |

DRAFT BYE-LAWS, 2026 — FORMS 01 TO 31

Complete Consolidated Set with Master Index — Revised per Corrections

All 31 required forms drafted and reproduced in full below, across 5 chapters; Chapters VIII, XI, XIII, XIV and XIX confirmed not required

MASTER INDEX

This index lists all forms required for the draft Bye-laws, 2026, following the corrections received. Chapters VIII, XI, XIII, XIV and XIX have been confirmed as not required and are shown for reference only, without form numbers. All remaining forms are numbered serially 01-31 and reproduced in full immediately after this index.

Form No.	Form Title	Chapter
01	Share Certificate (Standard Issuance)	VI
02	Application for Fresh Share Certificate Post-Redevelopment	VI
03	Application for Duplicate Share Certificate (Loss)	VI
04	Application for Duplicate Share Certificate (Damage/Mutilation)	VI
05	Application for Membership by an Individual or Body/Entity (Consolidated)	VII
06	Application for Joint Membership	VII
07	Application for Associate Membership (Form Y-5A)	VII
08	Revocation of Associate Member Recommendation/Consent	VII
09	Notice of Resignation of Membership	VII
10	Application for Transfer — Voluntary (Sale/Gift/Exchange)	VII
11	Application for Transfer — Sale Certificate/Court/SARFAESI Route	VII
12	Letter of Consent of Proposed Transferee	VII
13	Nomination Form (Triplicate)	VII
14	Revocation/Variation of Nomination	VII
15	Application for Provisional Membership by Nominee (Form Y-4)	VII
16	Public Notice — No Nomination (Invite Legal Heir Claims)	VII
17	Indemnity Bond (Nominees or Legal Heirs)	VII
18	Application for Membership via Family Arrangement (Form Y-5)	VII
19	Public Notice — Family Arrangement (Invite Claims/Objections)	VII
20	Application for Membership via Succession Document	VII
21	Intimation of Exercise of Membership Rights by Transferee	VII
—	Chapter VIII forms (formerly 21-25) — not available / not required	VIII
22	Complaint/Report of Repairs Required	IX
—	Member's Counter-Expert Report (formerly Form 27) — not required	IX
23	Application for Permission — Repairs/Renovation/Alterations	IX
24	Leakage/Seepage Complaint & Source Determination Form	IX
—	Chapter XI forms (formerly 30-32) — not available / not required	XI
25	Application for Allotment of Parking Space	XII
26	Application for Additional Parking Space (Waiting List)	XII
27	Voluntary Surrender of Parking Space	XII
28	Application for Installation of Private EV Charging Facility	XII
29	EV Installation Compliance/Inspection Checklist	XII
—	Chapter XIII form (formerly 38) — not available / not required	XIII
—	Chapter XIV forms (formerly 39-45) — not available / not required	XIV
—	Chapter XIX forms (formerly 46-50) — not available / not required	XIX
30	Member Complaint Application	XX
31	Application to the Grievance Redressal Committee	XX

Form No.	Form Title	Chapter

All 31 forms required per the corrected checklist are fully drafted in this set — Chapters VI, VII, IX, XII and XX.

Chapters VIII, XI, XIII, XIV and XIX confirmed as not required and removed from the scheme entirely, per corrections received.

CHAPTER VI — FUNDS, SHARE CAPITAL AND CHARGES

Forms 01 to 04 — Drafted for Adoption with the Bye-laws, 2026

Prepared per the approved Chapter-wise Forms Checklist

Form 01 — Share Certificate (standard issuance, Rule 14(a))

Form 02 — Application for Fresh Share Certificate Post-Redevelopment (Rule 14(b))

Form 03 — Application for Duplicate Share Certificate — Loss (Rule 15(a))

Form 04 — Application for Duplicate Share Certificate — Damage/Mutilation (Rule 15(b))

FORM No. 01

[See Bye-laws 14(a) of the Bye-laws]

Share Certificate

_____ **Co-operative Housing Society Ltd.**

Registered under the Maharashtra Co-operative Societies Act, 1960

Registration No. : _____ Date of Registration : _____

Registered Address : _____

SHARE CERTIFICATE

Certificate No. : _____

Distinctive Numbers of Shares : _____

This is to certify that Shri/Smt./M/s. :

Flat/Unit No. and Building : _____

is the registered holder of _____ (in words: _____) fully paid-up shares of Rs. 50/- each, numbered from _____ to _____ (both inclusive), in the above-named Co-operative Housing/Premises Society Ltd., subject to the provisions of the Maharashtra Co-operative Societies Act, 1960, the Rules made thereunder, and the Bye-laws of the Society for the time being in force.

Date of Issue (within six months of allotment, per Bye-laws 14(a)) : _____

Given under the Common Seal of the Society this _____ day of _____, 20____.

Chairman

Secretary

Committee Member (authorised by the Committee)

Note : This Certificate shall bear the seal of the Society and be signed by the Chairman, the Secretary and one Committee Member duly authorised by the Committee, and shall be issued by the Secretary within six months of the allotment of the shares, in accordance with Rule 14(a). The Society shall maintain a register of share certificates in physical and/or digital form.

FORM No. 02

[See Bye-law No. 14(ii)]

Application for Fresh Share Certificate Post-Redevelopment

To,

The Secretary,

_____ Co-operative Housing Society Ltd.

Subject : Application for issuance of fresh Share Certificate consequent upon completion of redevelopment/reconstruction.

Sir/Madam,

1. I/We, Shri/Smt./M/s. _____, hereby state that I/We was/were, prior to redevelopment, the registered holder(s) of Share Certificate No. _____ for _____ fully paid-up shares of Rs. 50/- each, bearing distinctive numbers _____ to _____ (both inclusive), in respect of Flat/Unit No. _____ in the building of the Society known as _____.
2. I/We state that the redevelopment/reconstruction of the Society's property has been completed and that I/We have been allotted Flat/Unit No. _____ admeasuring _____ sq. mtrs. (carpet area) on the _____ floor of the reconstructed building, in accordance with the approved plans, the Permanent Alternate Accommodation Agreement / Development Agreement dated _____, and the Occupation Certificate bearing No. _____ dated _____ / Completion Certificate dated _____ (strike out whichever is not applicable).
3. I/We accordingly enclose herewith the original Share Certificate No. _____ referred to above for cancellation, and request that a fresh Share Certificate be issued to me/us in respect of the newly allotted Flat/Unit No. _____, within six months from the date of the Occupation Certificate/completion of redevelopment, whichever is earlier, as provided under Rule 14(b) of the Bye-laws.
4. I/We confirm that the particulars given above are true and correct, and undertake to abide by the provisions of the Act, the Rules and the Bye-laws of the Society.

Enclosures :

- (1) Original Share Certificate (for cancellation)
- (2) Certified copy of the Occupation Certificate / Completion Certificate
- (3) Certified copy of the Permanent Alternate Accommodation Agreement / Allotment Letter

Yours faithfully,

(Signature of Applicant/s)

Place : _____

Date : _____

For Office Use — Society's Endorsement

Original Share Certificate No. _____ cancelled on _____. Fresh Share Certificate No. _____ issued on _____, entered in the Register of Share Certificates at Sr. No. _____.

Signature of Secretary : _____

FORM No. 03

[See Bye-laws 15(a) of the Bye-laws]

Application for Duplicate Share Certificate — Loss of Original

To,

The Secretary,

_____ Co-operative Housing Society Ltd.

Subject : Application for issuance of a duplicate Share Certificate in lieu of the original, which has been lost.

Sir/Madam,

1. I/We, Shri/Smt./M/s. _____, Member(s) of the Society holding Flat/Unit No. _____ in the building known as _____, was/were the registered holder(s) of Share Certificate No. _____ for _____ fully paid-up shares of Rs. 50/- each, bearing distinctive numbers _____ to _____ (both inclusive).
2. I/We state that the said Share Certificate has been lost and, despite diligent search, could not be traced. I/We lodged a police complaint/non-cognizable complaint in this regard at _____ Police Station on _____, a copy whereof is enclosed.
3. I/We accordingly request that a duplicate Share Certificate, marked 'DUPLICATE', be issued to me/us in lieu of the original, in accordance with Rule 15(a) of the Bye-laws.
4. I/We enclose herewith an Indemnity Bond in the prescribed form, indemnifying the Society against any claim that may be made in respect of the said Share Certificate, together with a self-declaration/affidavit stating the circumstances of the loss.

Enclosures :

- (1) Copy of the police complaint / non-cognizable complaint
- (2) Indemnity Bond in the prescribed form
- (3) Self-declaration/Affidavit regarding the circumstances of loss

Yours faithfully,

(Signature of Applicant/s)

Place : _____

Date : _____

For Office Use — Society's Endorsement

Duplicate Share Certificate No. _____ (marked 'DUPLICATE' in lieu of original Certificate No. _____) issued on _____, entered in the Register of Share Certificates at Sr. No. _____.

Signature of Secretary : _____

FORM No. 04

[See Bye-laws 15(b) of the Bye-laws]

Application for Duplicate Share Certificate — Damage / Mutilation of Original

To,

The Secretary,

_____ Co-operative Housing Society Ltd.

Subject : Application for issuance of a duplicate Share Certificate in lieu of the original, which is damaged/defaced/torn/mutilated/laminated.

Sir/Madam,

1. I/We, Shri/Smt./M/s. _____, Member(s) of the Society holding Flat/Unit No. _____ in the building known as _____, am/are the registered holder(s) of Share Certificate No. _____ for _____ fully paid-up shares of Rs. 50/- each, bearing distinctive numbers _____ to _____ (both inclusive).
2. I/We state that the said Share Certificate has become damaged/defaced/torn/mutilated/laminated (strike out whichever is not applicable) due to _____, and is accordingly no longer fit for retention in its present condition.
3. I/We accordingly request that a duplicate Share Certificate, marked 'DUPLICATE', be issued to me/us in lieu of the original, in accordance with Bye-law No. 15(b), and enclose herewith the original Share Certificate for surrender and cancellation.
4. I/We enclose herewith an Indemnity Bond in the prescribed form and a Self-declaration/Affidavit regarding the circumstance of loss to be made.

Enclosures :

- (1) Original Share Certificate (damaged/defaced/torn/mutilated/laminated) — for surrender and cancellation
- (2) Indemnity Bond in the prescribed form
- (3) Self-declaration/Affidavit regarding circumstance of loss to be made

Yours faithfully,

(Signature of Applicant/s)

Place : _____

Date : _____

For Office Use — Society's Endorsement

Original Share Certificate No. _____ surrendered and cancelled on _____. Duplicate Share Certificate No. _____ (marked 'DUPLICATE') issued on _____, entered in the Register of Share Certificates at Sr. No. _____.

Signature of Secretary : _____

CHAPTER VII — MEMBERSHIP, NOMINATION AND RECORDING OF NOMINATION

Forms 05 to 21 — Drafted for Adoption with the Bye-laws, 2026 (Revised per Corrections)

Prepared per the approved Chapter-wise Forms Checklist, as corrected

- 05 — Application for Membership by an Individual or Body/Entity (Consolidated)
- 06 — Application for Joint Membership
- 07 — Application for Associate Membership (Form Y-5A)
- 08 — Revocation of Associate Member Recommendation/Consent
- 09 — Notice of Resignation of Membership
- 10 — Application for Transfer of Shares & Interest — Voluntary (Sale/Gift/Exchange)
- 11 — Application for Transfer — Sale Certificate/Court Decree/SARFAESI Route
- 12 — Letter of Consent of Proposed Transferee
- 13 — Nomination Form (Triplicate)
- 14 — Revocation/Variation of Nomination
- 15 — Application for Provisional Membership by Nominee (Form Y-4)
- 16 — Public Notice — No Nomination (Invitation of Claims from Legal Heirs)
- 17 — Indemnity Bond (Nominees/Legal Heirs — Annexure to Forms 15, 18 & 19)
- 18 — Application for Membership via Family Arrangement (Form Y-5)
- 19 — Public Notice — Family Arrangement (Invitation of Claims/Objections)
- 20 — Application for Membership via Succession Document
- 21 — Intimation of Exercise of Membership Rights by Transferee

FORM No. 05

[See Bye-laws 22-23 of the Bye-laws / Rule 106C-4]

Application for Membership by an Individual or Body/Entity

To,

The Secretary,

_____ Co-operative Housing Society Ltd.

Sir/Madam,

1. I/We, Shri/Smt./M/s. _____, hereby apply for admission as a Member of the Society. [Tick whichever is applicable:]
☐ Individual applicant
☐ Body/Entity applicant under Section 154B-1(20)(ii) to (xii) of the Act (Firm/Company/Local Authority/Trust/Co-operative Society/other legal body) — authorising resolution enclosed
2. I/We have acquired right, title and interest in Flat/Unit No. _____ in the building known as _____, admeasuring _____ sq. mtrs. (carpet area), under a duly stamped and registered Agreement for Sale/Conveyance Deed/Gift Deed dated _____, executed with _____, a certified copy whereof is enclosed.
3. I/We tender herewith the value of five fully paid-up shares of Rs. 50/- each, aggregating Rs. 250/-, together with the entrance fee of Rs. 500/-, in accordance with Rule 106C-4.
4. I/We undertake to abide by the provisions of the Maharashtra Co-operative Societies Act, 1960, the Rules made thereunder, and the Bye-laws of the Society for the time being in force.
5. My/Our particulars are as under:
Name(s) _____
Address _____
Contact No. / E-mail _____

Enclosures :

- (1) Certified copy of the registered Agreement for Sale / Conveyance Deed / Gift Deed
- (2) Entrance fee Rs. 500/-
- (3) Authorising resolution (where the applicant is a body/entity)
- (4) Transfer charges Rs. 500/-, where applicable
- (5) Transfer premium, maximum Rs. 25,000/-, where applicable

Yours faithfully,

(Signature of Applicant)

Place : _____

Date : _____

For Office Use — Society's Endorsement

Application scrutinised and found complete on _____. Placed before the Managing Committee on _____. Admitted as a Member vide Committee Resolution No. _____ dated _____. Entered in the Register of I, J and Shares at Sr. No. _____.

Signature of Secretary : _____

FORM No. 06

[See Bye-laws 24 of the Bye-laws]

Application for Joint Membership

To,

The Secretary,

_____ Co-operative Housing Society Ltd.

Sir/Madam,

1. We, (1) Shri/Smt. _____ and (2) Shri/Smt. _____ [add further names if more than two], jointly hold right, title and interest in Flat/Unit No. _____ in the building known as _____, under a duly stamped and registered instrument dated _____, and hereby apply for admission as Joint Members of the Society.
2. It is agreed and confirmed that Shri/Smt. _____ (Applicant No. 1 above) shall be the person whose name shall appear first in the Share Certificate and in the records of the Society, and shall be deemed to be the Member for all purposes under the Act, the Rules and the Bye-laws, including for exercising the right to attend and vote at General Body Meetings; in his/her absence, the person whose name stands second shall have the right to vote, and in the absence of both, the person whose name stands next, and likewise, whichever such person is present and is not a minor shall have the right to vote, in accordance with Section 154B-11(4) of the Act.
3. The remaining applicant(s) named above consent to being admitted as Joint Member(s) and confirm that any notice or communication served upon the first-named Member shall be deemed to have been duly served upon all of us.
4. We tender herewith the value of five fully paid-up shares of Rs. 50/- each and the entrance fee of Rs. 500/-, in accordance with Rule 106C-4.

Enclosures :

- (1) Certified copy of the registered instrument of title
- (2) Demand Draft/Cheque for share value and entrance fee

Yours faithfully,

(Signatures of all Joint Applicants)

Place : _____

Date : _____

For Office Use — Society's Endorsement

Admitted as Joint Members vide Committee Resolution No. _____ dated _____, Entered in the Register of I, J and Shares at Sr. No. _____, with Shri/Smt. _____ recorded as first-named Member.

Signature of Secretary : _____

FORM No. 07

[See Bye-laws 25 of the Bye-laws / Rule 106C-5(i)]

Application for Associate Membership — Form Y-5A

Note: This Form is hereby substituted by, and shall be issued and used in the form of, the official Form Y-5A prescribed under Rule 106C-5. The content below is drafted to conform to Form Y-5A pending independent verification of the exact prescribed text against the Gazette notification.

To,

The Secretary,

_____ Co-operative Housing Society Ltd.

Sir/Madam,

1. I, Shri/Smt. _____, being the son/daughter/spouse/father/mother/brother/sister/son-in-law/daughter-in-law/nephew/niece (strike out whichever is not applicable) of Shri/Smt. _____, the Member holding Flat/Unit No. _____ in the building known as _____, hereby apply for admission as an Associate Member, so as to hold the shares and interest in the Society jointly with the said Member.
2. The written recommendation and consent of the Member is appended below.
3. I confirm that I am a relative within the meaning of Section 154B-1(18)(a) of the Act, as set out at Bye-law No. 4(xx)(a), and that I shall exercise only such rights and discharge such duties as are specifically conferred on an Associate Member under the Act, the Rules and the Bye-laws.
4. I am aware that no separate entrance fee is prescribed for admission as an Associate Member under Rule 106C-5.

Yours faithfully,

(Signature of Associate Member Applicant)

Place : _____

Date : _____

Recommendation and Consent of the Member

I, Shri/Smt. _____, Member holding Share Certificate No. _____ in respect of Flat/Unit No. _____, hereby recommend and consent to the admission of the above-named applicant as an Associate Member to hold the shares and interest in the Society jointly with me, and request that the applicant's name be entered in the Share Certificate next after mine.

Signature of the Member : _____

For Office Use — Society's Endorsement

Admitted as Associate Member vide Committee Resolution No. _____ dated _____. Entered in the Register of Associate Members at Sr. No. _____.

Signature of Secretary : _____

FORM No. 08

[See Bye-laws 25(c) of the Bye-laws]

Revocation of Associate Member Recommendation/Consent

To,

The Secretary,

_____ Co-operative Housing Society Ltd.

Sir/Madam,

1. I, Shri/Smt. _____, Member holding Flat/Unit No. _____ in the building known as _____, had recommended and consented to the admission of Shri/Smt. _____ as an Associate Member vide my recommendation dated _____.
2. I hereby revoke and withdraw the said recommendation and consent with immediate effect, in accordance with Bye-law No. 25(c).
3. I request that the Associate Membership of the said person be treated as ceased and the necessary entries be made in the records of the Society.

Yours faithfully,

(Signature of the Member)

Place : _____

Date : _____

For Office Use — Society's Endorsement

Revocation recorded on _____. Associate Membership of Shri/Smt. _____ stands ceased with effect from _____.
Register of Associate Members updated accordingly.

Signature of Secretary : _____

FORM No. 09

[See Bye-laws 42(a) of the Bye-laws]

Notice of Resignation of Membership

To,

The Secretary,

_____ Co-operative Housing Society Ltd.

Sir/Madam,

1. I/We, Shri/Smt. _____, Member(s)/Joint Member(s) (strike out whichever is not applicable) of the Society holding Share Certificate No. _____ for _____ fully paid-up shares in respect of Flat/Unit No. _____ in the building known as _____, hereby give notice of my/our intention to resign from Membership of the Society, in accordance with Bye-law No. 42(a).
2. I/We am/are aware that this resignation shall be effective from the date of its acceptance by the Committee or on the expiry of three months from the date of this notice, whichever is earlier, and that no resignation shall be accepted unless all undisputed dues payable to the Society have been paid in full.
3. I/We confirm that the particulars given above are true and correct.

Enclosures :

- (1) Original Share Certificate, for surrender upon acceptance of resignation

Yours faithfully,

(Signature/s of Member/s resigning)

Place : _____

Date : _____

For Office Use — Society's Endorsement

Notice received and entered on _____. Dues, if any, communicated to the Member on _____ (within 15 days), payable within 30 days thereof, in accordance with Bye-law No. 43. Resignation accepted by the Committee on _____ and communicated to the Member within three months of the date of this notice, in accordance with Bye-law No. 43.

Signature of Secretary : _____

FORM No. 10

[See Bye-laws 26(a)(i)-(iii) and 27 of the Bye-laws]

Application for Transfer of Shares & Interest — Voluntary Transfer

To,

The Secretary,

_____ Co-operative Housing Society Ltd.

Sir/Madam,

1. I/We, Shri/Smt./M/s. _____ (Transferor), holding Share Certificate No. _____ for _____ fully paid-up shares in respect of Flat/Unit No. _____ in the building known as _____, propose to transfer my/our shares and interest in the capital/property of the Society to Shri/Smt./M/s.

_____ (Transferee), by way of [tick whichever is applicable:]

☐ duly stamped and registered Agreement for Sale/Conveyance Deed dated _____;

☐ duly stamped and registered Gift Deed dated _____;

☐ duly stamped and registered Exchange Deed dated _____.

2. I/We (the Transferor) hereby tender my/our resignation from Membership, to take effect upon admission of the Transferee.

3. I/We (the Transferee) hereby apply for admission as a Member of the Society in respect of the said Flat/Unit, and tender herewith the entrance fee of Rs. 500/-.

4. We enclose the original Share Certificate, the registered instrument referred to above, and proof of payment of the transfer fee of Rs. 500/- and transfer premium (maximum Rs. 25,000/-), as applicable.

5. It is noted that nothing in this transfer shall affect the first charge of the Society under Section 154B-7 of the Act upon the shares and interest transferred, and the rights of the Society to recover any dues shall remain unaffected.

Enclosures :

(1) Original Share Certificate

(2) Certified copy of the registered instrument of transfer

(3) Transferor's resignation letter

(4) Transferee's Membership application and entrance-fee (Rs. 500/-) payment proof

(5) Transfer charges Rs. 500/- and transfer premium (maximum Rs. 25,000/-), as applicable

Signature of Transferor : _____

Signature of Transferee : _____

Place : _____ Date : _____

For Office Use — Society's Endorsement

Transfer approved vide Committee Resolution No. _____ dated _____. Transferee admitted as Member and entered in the Register of I, J and Shares at Sr. No. _____. Fresh/endorsed Share Certificate No. _____ issued on _____.

Signature of Secretary : _____

FORM No. 11

[See Bye-laws 26(a)(iv)-(v) and (d) of the Bye-laws]

Application for Transfer — Sale Certificate / Court Decree / SARFAESI Route

To,

The Secretary,

_____ Co-operative Housing Society Ltd.

Sir/Madam,

1. I, Shri/Smt./M/s. _____, having purchased Flat/Unit No. _____ in the building known as _____, previously held by Shri/Smt./M/s. _____ (erstwhile Member), pursuant to a Sale Certificate/Court Decree/Order dated _____ issued by [tick whichever is applicable:]
 - ☐ a Court / Recovery Officer under the Maharashtra Co-operative Societies Act, 1960;
 - ☐ an Authorised Officer under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 (SARFAESI Act);
 - ☐ a Bank/Financial Institution/Credit Agency or other Competent Authority under applicable law,hereby apply for admission as a Member of the Society in respect of the said Flat/Unit.
2. I confirm that this transfer is one effected by operation of law/statutory recovery/legal proceedings, and I accordingly request that the Society register this transfer notwithstanding that the erstwhile Member is unable, unwilling or not available to execute any application, resignation, declaration or undertaking ordinarily required for a voluntary transfer, in accordance with Bye-law No. 26(d).
3. I tender herewith the entrance fee of Rs. 500/- and enclose a certified copy of the Sale Certificate/Court Decree/Order referred to above.

Enclosures :

- (1) Certified copy of the Sale Certificate / Court Decree / Order
- (2) Proof of payment of entrance fee Rs. 500/-
- (3) Any other document evidencing the auction/recovery proceedings

Yours faithfully,

(Signature of Purchaser/Applicant)

Place : _____

Date : _____

For Office Use — Society's Endorsement

Transfer registered notwithstanding non-availability of the erstwhile Member's signature, vide Committee Resolution No. _____ dated _____, in accordance with Bye-law No. 26(d). Applicant admitted as Member; Register of I, J and Shares updated at Sr. No. _____.

Signature of Secretary : _____

FORM No. 12

[See Bye-laws 27(b)(ii) of the Bye-laws]

Letter of Consent of Proposed Transferee

To,

The Secretary,

_____ Co-operative Housing Society Ltd.

Sir/Madam,

1. I, Shri/Smt./M/s. _____, refer to the proposed transfer of shares and interest in respect of Flat/Unit No. _____ in the building known as _____ by Shri/Smt./M/s. _____ (Transferor) in my/our favour.
2. I/We hereby give my/our consent to the said transfer on the terms agreed between myself/ourselves and the Transferor, and confirm that I/we shall abide by the provisions of the Act, the Rules and the Bye-laws of the Society upon admission as Member.

Yours faithfully,

(Signature of Transferee)

Place : _____

Date : _____

FORM No. 13

[See Bye-laws 28 of the Bye-laws / Section 154B-13 and Rule 106C-8 — To be furnished in Triplicate]

Nomination Form

To,

The Secretary,

_____ Co-operative Housing Society Ltd.

Sir/Madam,

1. I, Shri/Smt./M/s. _____, Member/Joint Member (strike out whichever is not applicable) of the Society, holding Share Certificate No. _____ for _____ fully paid-up shares in respect of Flat/Unit No. _____ in the building known as _____, hereby nominate the following person(s) under Section 154B-13 of the Act and Rule 106C-8:

Name(s) of Nominee(s) _____

Address(es) _____

Relationship _____

Proportion of devolution (if more than one nominee; equal share if left blank)

2. This nomination is made for the purpose of admission of the nominee as a Provisional Member upon my death, pending final settlement of my legal heirs, and I confirm that this nomination does not by itself confer any ownership, title or beneficial interest in the flat/unit upon the nominee.
3. I confirm that the above nominee(s) is/are not, to my knowledge, an Associate Member or Provisional Member of the Society, and that this nomination is made by me as a full Member/Joint Member.
4. I understand that no fee is payable for this nomination if it is my first nomination, and that a fee of Rs. 100/- is payable for any subsequent nomination, revocation or variation.

Yours faithfully,

(Signature of Nominator)

Place : _____

Date : _____

Witnesses:

1. Name & Address : _____ Signature : _____

2. Name & Address : _____ Signature : _____

For Office Use — Society's Endorsement

Nomination placed before the Committee meeting held on _____ and recorded in the Minutes. Entered in the Register of Nominations at Sr. No. _____.

Signature of Secretary : _____

FORM No. 14

[See Bye-laws 28(d) and Bye-law 29 of the Bye-laws]

Revocation / Variation of Nomination

To,

The Secretary,

_____ Co-operative Housing Society Ltd.

Sir/Madam,

1. I, Shri/Smt. _____, Member/Joint Member of the Society holding Flat/Unit No. _____, had earlier made a nomination dated _____ in favour of Shri/Smt. _____.
2. I hereby revoke the said nomination in its entirety / vary the said nomination as set out in the fresh Nomination Form (Form No. 13) enclosed herewith (strike out whichever is not applicable).
3. I enclose herewith the prescribed fee of Rs. 100/- for this subsequent nomination/revocation/variation.

Yours faithfully,

(Signature of Nominator)

Place : _____

Date : _____

For Office Use — Society's Endorsement

Revocation/variation recorded on _____. Earlier nomination dated _____ stands revoked/varied to the extent stated.
Register of Nominations updated at Sr. No. _____.

Signature of Secretary : _____

FORM No. 15

[See Bye-laws 30(a) of the Bye-laws / Rule 106C-6(1)(a) — Official Form Y-4]

Application for Provisional Membership by Nominee

To,

The Secretary,

_____ Co-operative Housing Society Ltd.

Sir/Madam,

1. I, Shri/Smt. _____, am the nominee of late Shri/Smt. _____, who was a Member of the Society holding Share Certificate No. _____ for _____ fully paid-up shares in respect of Flat/Unit No. _____ in the building known as _____, and who expired on _____, as evidenced by the Death Certificate enclosed.
2. I was nominated by the said deceased Member vide Nomination dated _____, recorded in the Register of Nominations at Sr. No. _____.
3. Where there is more than one nominee: We, the nominees named in the said Nomination, have by joint Affidavit/Declaration enclosed herewith, authorised Shri/Smt. _____ to be admitted as the Provisional Member on our behalf.
4. I/We hereby apply, in accordance with Rule 106C-6(1)(a), to be admitted as a Provisional Member of the Society, till the legal heirs of the deceased Member are brought on record, and enclose an Indemnity Bond (Form No. 17) indemnifying the Society against any future claims in respect of the shares and interest of the deceased Member.
5. I acknowledge that my admission as a Provisional Member shall not confer any ownership, title or beneficial interest in the flat/unit, that my name shall not be entered on the Share Certificate, and that it shall not affect the rights of the legal heirs or any other person claiming through the deceased Member.

Enclosures :

- (1) Certified copy of the Death Certificate
- (2) Certified copy of the recorded Nomination
- (3) Joint Affidavit/Declaration of nominees authorising the applicant (where more than one nominee)
- (4) Indemnity Bond (Form No. 17)

Yours faithfully,

(Signature of Applicant/Nominee)

Place : _____

Date : _____

For Office Use — Society's Endorsement

Admitted as Provisional Member vide Committee Resolution No. _____ dated _____, pending admission of legal heir(s) as Member. Entered in the Register of Provisional Members at Sr. No. _____.

Signature of Secretary : _____

FORM No. 16

[See Bye-laws 30(b) of the Bye-laws / Rule 106C-6(1)(b) — To be published in two local newspapers and displayed on the Notice Board]

Public Notice — No Nomination (Invitation of Claims from Legal Heirs)

NOTICE

Shri/Smt. _____, a Member of _____ Co-operative Housing Society Ltd., holding Flat/Unit No. _____ in the building known as _____, expired on _____, without making any nomination / without any nominee coming forward for admission as Provisional Member (strike out whichever is not applicable).

The Society hereby invites claims or objections from the legal heirs or legal representatives of the deceased Member, or from any other person claiming a right, title or interest in the shares and interest of the deceased Member in the capital/property of the Society, within a period of _____ days from the date of publication of this notice.

Claims/objections, if any, together with supporting documents, should be submitted in writing to the Secretary of the Society at the address below within the said period, failing which the Society shall proceed to admit as Provisional Member such legal heir(s) as may be determined in accordance with the Bye-laws and the applicable law.

Address for submission of claims/objections :

For and on behalf of _____ Co-operative Housing Society Ltd.

Place : _____ Date : _____ Secretary

FORM No. 17

[See Bye-laws 30 of the Bye-laws / Rule 106C-6 — Annexure to Forms 15, 18 and 19 — To be executed on stamp paper of the requisite value]

Indemnity Bond (Nominee(s)/Legal Heir(s))

I/We, Shri/Smt./M/s. _____, residing at _____, do hereby solemnly affirm and state as follows:

1. That late Shri/Smt. _____ was a Member of _____ Co-operative Housing Society Ltd., holding Share Certificate No. _____ for _____ fully paid-up shares in respect of Flat/Unit No. _____, and expired on _____.
2. That I am/We are the nominee(s)/legal heir(s)/authorised legal heir (strike out whichever is not applicable) entitled to seek admission as a Provisional Member/Member (strike out whichever is not applicable) in respect of the shares and interest of the deceased Member.
3. That I/we hereby indemnify and keep indemnified the Society and its Office Bearers, Committee Members and employees against any and all claims, demands, suits or other legal proceedings that may be made or instituted by any other nominee, legal heir or person claiming through the deceased Member, and against all costs, charges and expenses that the Society may incur in relation to any such claim, demand, suit or proceeding.
4. That I/we make this declaration knowing that the Society admits me/us on the basis of, and in reliance upon, this Indemnity Bond.

Signature of Deponent(s) : _____

Place : _____ Date : _____

Witnesses:

1. Name & Address : _____ Signature : _____
2. Name & Address : _____ Signature : _____

FORM No. 18

[See Bye-laws 31 of the Bye-laws / Rule 106C-6(2)(b) — Official Form Y-5]

Application for Membership via Family Arrangement

To,

The Secretary,

_____ Co-operative Housing Society Ltd.

Sir/Madam,

1. We, the legal heirs of late Shri/Smt. _____, who was a Member of the Society holding Share Certificate No. _____ for _____ fully paid-up shares in respect of Flat/Unit No. _____ in the building known as _____, and who expired on _____, have entered into a duly stamped and registered Deed of Family Arrangement dated _____ determining our respective shares, rights, title and interest in the said flat/unit and the shares and interest in the capital/property of the Society.
2. In accordance with the said Deed of Family Arrangement, we apply for admission of Shri/Smt. _____ as a Member of the Society in respect of the said Flat/Unit.
3. We enclose the original/certified copy of the Deed of Family Arrangement, an Indemnity Bond (Form No. 17) indemnifying the Society against any future claims, and the original Share Certificate.

Enclosures :

- (1) Original/certified copy of the registered Deed of Family Arrangement
- (2) Indemnity Bond (Form No. 17)
- (3) Original Share Certificate
- (4) Death Certificate of the deceased Member

Signatures of all Legal Heirs executing the Family Arrangement :

1. _____ 2. _____ 3. _____

Place : _____ Date : _____

For Office Use — Society's Endorsement

Public notice issued (Form No. 19) on _____; no claims/objections received / claims received and referred to Court (strike out whichever is not applicable). Admitted as Member vide Committee Resolution No. _____ dated _____. Register of I, J and Shares updated at Sr. No. _____; Provisional Membership, if any, ceased with effect from the said date.

Signature of Secretary : _____

FORM No. 19

[See Bye-laws 31(c) of the Bye-laws — To be displayed on the Notice Board and/or published as the Committee may direct]

Public Notice — Family Arrangement (Invitation of Claims/Objections)

NOTICE

Notice is hereby given that Shri/Smt./M/s. _____ have applied for transfer of the shares and interest of late Shri/Smt.

_____ (deceased Member) in respect of Flat/Unit No. _____ in the building known as _____, on the basis of a registered Deed of Family Arrangement dated _____.

Any person claiming any right, title or interest in the said shares and interest, or having any objection to the proposed transfer, is requested to submit the same in writing to the Secretary of the Society, with supporting documents, within _____ days from the date of this notice, failing which the Society shall proceed to consider the application on merits.

For and on behalf of _____ Co-operative Housing Society Ltd.

Place : _____ Date : _____ Secretary

FORM No. 20

[See Bye-laws 32 of the Bye-laws / Rule 106C-6]

Application for Membership via Succession Document

To,

The Secretary,

_____ Co-operative Housing Society Ltd.

Sir/Madam,

1. I/We, Shri/Smt./M/s. _____, apply for admission as Member(s) in respect of the shares and interest of late Shri/Smt. _____ (deceased Member), who held Share Certificate No. _____ for _____ fully paid-up shares in respect of Flat/Unit No. _____ in the building known as _____, on the basis of [tick whichever is applicable:]
 - ☐ a Will / Probate of the Will dated _____ issued by _____;
 - ☐ a Succession Certificate dated _____ issued by _____;
 - ☐ a Legal Heirship Certificate dated _____ issued by _____;
 - ☐ Letters of Administration dated _____;
 - ☐ a Decree/Order of the Court dated _____ in _____.
2. We are aware that the Society shall not adjudicate any dispute relating to the validity, interpretation or legal effect of the above document, and that any person disputing the same must obtain appropriate orders from the competent Court.
3. We enclose the original/certified copy of the succession document, an Indemnity Bond (Form No. 17), and the original Share Certificate.

Enclosures :

- (1) Original/certified copy of the succession document relied upon
- (2) Indemnity Bond (Form No. 17)
- (3) Original Share Certificate

Yours faithfully,

(Signature/s of Applicant(s))

Place : _____

Date : _____

For Office Use — Society's Endorsement

Documents verified. Admitted as Member vide Committee Resolution No. _____ dated _____, Register of I, J and Shares updated at Sr. No. _____.

Signature of Secretary : _____

FORM No. 21

[See Bye-laws 33(g) of the Bye-laws — Society's Letter to the Transferee]

Intimation of Exercise of Membership Rights by Transferee

To,

Shri/Smt./M/s. _____

Subject : Admission as Member and endorsement/issue of Share Certificate.

Sir/Madam,

1. Upon acceptance of the application for transfer of shares and interest of Shri/Smt./M/s. _____ in the capital/property of the Society, in your favour, and upon acceptance of your application for Membership, the General Body/Committee (strike out whichever is not applicable) in its meeting held on _____ has approved your admission as a Member of the Society in respect of Flat/Unit No. _____.
2. Your name has accordingly been entered in the Register of Members ('I' Form) and the List of Members ('J' Form) at Sr. No. _____, and the necessary endorsement of transfer has been made in the Society's records.
3. You are entitled, from the date of this letter, to exercise the rights of Membership in accordance with the Act, the Rules and the Bye-laws of the Society. The endorsed/fresh Share Certificate No. _____ is enclosed herewith.

Yours faithfully,

Secretary

For and on behalf of _____ Co-operative Housing Society Ltd.

Encl.: Share Certificate

CHAPTER IX — MAINTENANCE, REPAIRS, ALTERATIONS AND OCCUPATION OF FLATS

Forms 22 to 24 — Drafted for Adoption with the Bye-laws, 2026 (Revised per Corrections)

Prepared per the approved Chapter-wise Forms Checklist, as corrected — Counter-Expert Report (formerly Form 27) is not required and has been removed

- 22 — Complaint/Report of Repairs Required
- 23 — Application for Permission — Repairs/Renovation/Alterations
- 24 — Leakage/Seepage Complaint & Source Determination Form

FORM No. 22

[See Bye-laws 47 of the Bye-laws]

Complaint / Report of Repairs Required

To,

The Secretary,

_____ Co-operative Housing Society Ltd.

Sir/Madam,

1. I, Shri/Smt. _____, Member holding Flat/Unit No. _____ in the building known as _____, bring to the notice of the Society/Committee the following repair issue(s) requiring attention:

Nature of the repair/defect _____

Location (common area / flat / specify) _____

Date first noticed _____

Urgency (Routine / Urgent / Emergency) _____

2. I request that the Society inspect the said area, either personally through the Secretary or through a qualified Architect/Structural Engineer/Technical Expert as the Committee may deem fit, and determine whether the repair is a Society-cost item under Bye-law No. 45 or a Member-cost item under Bye-law No. 46.
3. I undertake to permit access to my flat/unit, where necessary, for the purpose of such inspection, upon reasonable prior intimation, except in cases of emergency.

Enclosures :

- (1) Photographs of the defect/damage, if available
- (2) Any other supporting document

Yours faithfully,

(Signature of Applicant)

Place : _____

Date : _____

For Office Use — Society's Endorsement

Complaint received and logged on _____. Inspection carried out on _____ by _____ (Secretary/Architect/Structural Engineer, as applicable). Responsibility determined as Society-cost/Member-cost under Bye-law No. 45/46 (strike out whichever is not applicable). Action taken: _____.

Signature of Secretary : _____

FORM No. 23

[See Bye-laws 48 of the Bye-laws]

Application for Permission — Repairs, Renovation & Alterations

To,

The Secretary,

_____ Co-operative Housing Society Ltd.

Sir/Madam,

Note: Permission under this Form is required only where the proposed work involves any structural alteration, modification of structural members, alteration of the approved plan or elevation, or any change affecting common areas, common facilities, common amenities, common services, waterproofing, external façade, fire safety systems or utility services. Ordinary internal repairs (painting, flooring, sanitary fittings, kitchen platform, doors/windows, electrical points, plumbing fittings and similar non-structural work) do NOT require this application.

1. I, Shri/Smt. _____, Member holding Flat/Unit No. _____ in the building known as _____, propose to carry out the following work:

Nature and extent of the proposed work _____

Reason for the work _____

Proposed contractor (if engaged) _____

2. I enclose herewith the plans/drawings and a structural stability certificate from a qualified Structural Engineer, wherever applicable, confirming that the proposed work will not adversely affect the structural stability of the building or the safety of other Members.
3. I undertake to be responsible for any damage caused to the building, common property, common services or any other flat/unit during execution of this work, and to restore/compensate the same at my own cost.
4. I am aware that the Committee shall communicate its decision in writing within thirty days from the date of receipt of this complete application, and that permission shall not be unreasonably withheld where the proposed work complies with the Act, the Rules, the Bye-laws and applicable law.

Enclosures :

- (1) Plans/drawings of the proposed work
- (2) Structural stability certificate (where applicable)
- (3) Any statutory permission/NOC required under other laws

Yours faithfully,

(Signature of Applicant)

Place : _____

Date : _____

For Office Use — Society's Endorsement

Application received on _____. Technical opinion obtained from _____ on _____ (where applicable). Permission granted/refused on _____ [if refused, reasons recorded separately]. Communicated to the Member on _____, within the 30-day period prescribed under Bye-law No. 48(e).

Signature of Secretary : _____

FORM No. 24

[See Bye-laws 49 of the Bye-laws]

Leakage / Seepage Complaint & Source Determination Form

To,

The Secretary,

_____ Co-operative Housing Society Ltd.

Sir/Madam,

1. I, Shri/Smt. _____, Member holding Flat/Unit No. _____ in the building known as _____, report leakage/seepage/dampness (strike out whichever is not applicable) affecting my flat/unit, as detailed below:

Location of leakage/seepage _____

Suspected source (if known) _____

Date first noticed _____

Extent of damage, if any _____

2. I request that the Committee cause an inspection to be carried out in accordance with Bye-law No. 47 of the Bye-laws, to determine whether the source of the leakage/seepage is the common structure of the building or the internal plumbing/fittings for which I, or the Member of the flat/unit above/adjoining, am responsible.

Enclosures :

- (1) Photographs of the affected area
- (2) Any other supporting document

Yours faithfully,

(Signature of Applicant)

Place : _____

Date : _____

For Office Use — Society's Determination of Source and Responsibility

Inspection carried out on _____ by _____. Source of leakage/seepage determined to be:

- ☐ Common structure — repairs to be carried out by the Society at its cost.
- ☐ Internal plumbing/fittings of Flat/Unit No. _____ — repairs to be carried out by the Member at his/her cost.
- ☐ Shared responsibility — apportioned as follows:

Signature of Secretary : _____

CHAPTER XII — PARKING, VEHICLE MANAGEMENT AND ELECTRIC VEHICLE CHARGING SYSTEMS

Forms 25 to 29 — Drafted for Adoption with the Bye-laws, 2026

Prepared per the approved Chapter-wise Forms Checklist

- 25 — Application for Allotment of Parking Space
- 26 — Application for Additional Parking Space (Waiting List)
- 27 — Voluntary Surrender of Parking Space
- 28 — Application for Installation of Private Electric Vehicle Charging Facility
- 29 — EV Installation Compliance/Inspection Checklist

FORM No. 25

[See Bye-laws 79 of the Bye-laws]

Application for Allotment of Parking Space

To,

The Secretary,

_____ Co-operative Housing Society Ltd.

Sir/Madam,

1. I, Shri/Smt. _____, Member holding Flat/Unit No. _____ in the building known as _____, request allotment of a parking space in accordance with Rule 79 of the Bye-laws and the Parking Policy approved by the General Body.

Type of parking space preferred (Open/Stilt/Covered/Garage/Stack)

Registration number of the vehicle proposed to be parked, if available

Name of the owner/user of the vehicle (Member/Joint Member/Associate Member/family member/tenant/licensee, as applicable) _____

2. I confirm that this is my first application for allotment of parking space to this flat/unit, and that I am aware that, subject to availability, one parking space shall ordinarily be allotted to one flat/unit in the first instance.
3. I undertake to intimate the Society in writing or by electronic means of any change in the registration number of the vehicle parked in the allotted space, and to use the parking space strictly in accordance with the Bye-laws and the Parking Policy of the Society.
4. I am aware that the vehicle parked in the allotted parking space need not be registered in my name and may belong to or be lawfully used by any person lawfully occupying or authorised to use the flat/unit, and I confirm that this application is made accordingly.

Enclosures :

- (1) Copy of the Registration Certificate of the vehicle, if available (not mandatory)
- (2) Any other document in support of eligibility

Yours faithfully,

(Signature of Applicant/Member)

Place : _____

Date : _____

For Office Use — Society's Endorsement

Application received on _____. Parking space allotted: Yes/No. If yes, Parking Space No. _____, type _____, entered in the Parking Register on _____. If not allotted for want of availability, applicant placed on the waiting list at Sr. No. _____ (see Form No. 34).

Signature of Secretary : _____

FORM No. 26

[See Bye-laws 79(g) of the Bye-laws]

Application for Additional Parking Space (Waiting List)

To,

The Secretary,

_____ Co-operative Housing Society Ltd.

Sir/Madam,

1. I, Shri/Smt. _____, Member holding Flat/Unit No. _____ in the building known as _____, having already been allotted one parking space bearing No. _____, request allotment of an additional/second parking space, subject to availability and in accordance with Rule 79(d) and the Parking Policy of the Society.

Type of additional parking space preferred _____

Registration number of the additional vehicle, if available _____

2. I am aware that additional parking, where available in excess after satisfying eligible Members requiring one parking space, may be allotted only on a temporary or yearly basis as per the Parking Policy approved by the General Body, and does not confer any permanent or proprietary right.
3. I am aware that where the number of applicants for available parking spaces exceeds the number of such spaces, allotment shall be made by a fair and transparent method such as draw of lots, rotation or any other method approved by the General Body, and I agree to abide by the outcome of such method.
4. I request that, in the event a parking space is not immediately available, my name be entered on the waiting list maintained by the Society, to be considered in due chronological order as and when a space becomes available by surrender, cancellation, transfer or otherwise.

Enclosures :

- (1) Copy of the Registration Certificate of the additional vehicle, if available

Yours faithfully,

(Signature of Applicant/Member)

Place : _____

Date : _____

For Office Use — Society's Endorsement

Application received on _____. Additional parking space available: Yes/No. If yes, allotted by [draw of lots/rotation/other method approved by the General Body — specify] on _____, Parking Space No. _____ allotted on a temporary/yearly basis, entered in the Parking Register. If not available, entered on the Waiting List at Sr. No. _____ on _____.

Signature of Secretary : _____

FORM No. 27

[See Bye-laws 82(a) of the Bye-laws]

Voluntary Surrender of Parking Space

To,

The Secretary,

_____ Co-operative Housing Society Ltd.

Sir/Madam,

1. I, Shri/Smt. _____, Member holding Flat/Unit No. _____ in the building known as _____, having been allotted Parking Space No. _____ (type: _____), hereby voluntarily surrender the said parking space with effect from _____.

Reason for surrender (optional) _____

2. I confirm that I have removed my vehicle and all belongings from the said parking space and have handed over vacant and peaceful possession thereof to the Society as on the date of this intimation.
3. I am aware that upon such surrender, the Society may re-allot the said parking space in accordance with the Bye-laws and the Parking Policy, ordinarily from the waiting list maintained by the Society, and that such surrender shall not affect my liability to pay any outstanding parking charges or other dues payable to the Society up to the date of surrender.

Yours faithfully,

(Signature of Member surrendering the parking space)

Place : _____

Date : _____

For Office Use — Society's Endorsement

Surrender received and possession resumed on _____. Parking Register updated on _____. Parking Space No. _____ re-allotted to Flat/Unit No. _____ from the Waiting List (Sr. No. _____) on _____, in accordance with Rule 82(e)-(f) of the Bye-laws. Outstanding dues, if any, up to the date of surrender: _____.

Signature of Secretary : _____

FORM No. 28*[See Bye-laws 83(a)-(c) of the Bye-laws]***Application for Installation of Private Electric Vehicle Charging Facility**

To,

The Secretary,

_____ Co-operative Housing Society Ltd.

Sir/Madam,

Note: This application does not require approval of the General Body. The Society shall issue the required No Objection Certificate/permission within the period prescribed by the Government and shall not withhold or refuse the same except for reasons relating to non-compliance with applicable law, safety standards or the Bye-laws.

1. I, Shri/Smt. _____, Member holding Flat/Unit No. _____ in the building known as _____, propose to install a private Electric Vehicle (EV) charging facility at Parking Space No. _____ lawfully allotted to/available for use by me, and furnish the following particulars in accordance with Rule 83(c) of the Bye-laws:
 - (a) Details of the parking space (location, type, number)

 - (b) Specifications of the charging equipment (make, model, capacity in kW)

 - (c) Details of electrical load and source of supply

 - (d) Layout of cabling and electrical installation (attached as Annexure, wherever required)

 - (e) Name and licence number of the licensed electrical contractor engaged

2. I undertake to comply with all applicable electrical, fire safety and statutory requirements, and confirm that the installation shall be carried out only through the above-named licensed electrical contractor using approved equipment, in accordance with Rule 83(e) of the Bye-laws.
3. I undertake to bear the entire cost of electrical load augmentation, dedicated meter, cabling, charging equipment, installation, civil works, testing, commissioning, operation, maintenance, repairs, replacement, electricity consumption, statutory approvals and removal (wherever required), as provided in Rule 83(d).
4. I confirm that the proposed installation shall not obstruct any common area, internal road, fire exit or emergency access; shall not adversely affect the structural stability of the building; shall not interfere with common electrical installations or essential services; and shall not create any electrical, fire or public safety hazard, nuisance, inconvenience or damage, as required under Rule 83(f).
5. I agree to indemnify and keep indemnified the Society against all claims, losses, liabilities, damages, costs and expenses arising out of this installation or its use, in accordance with Rule 83(k), and to permit inspection of the installation by the Society, after reasonable notice, for verifying compliance with applicable safety standards and the Bye-laws.

Enclosures :

- (1) Layout/cabling diagram and technical specifications of the charging equipment
- (2) Undertaking to comply with applicable electrical, fire safety and statutory requirements
- (3) Licence/registration proof of the electrical contractor engaged

Yours faithfully,

(Signature of Applicant/Member)

Place : _____

Date : _____

For Office Use — Society's Endorsement

Application received on _____, found complete on _____. No Objection Certificate/permission issued on _____, being within the period prescribed by the Government under Rule 83(b) [OR refused on _____ for reasons recorded: _____, relating solely to non-compliance with applicable law/safety standards/the Bye-laws].

Signature of Secretary : _____

FORM No. 29*[See Bye-laws 83(g) of the Bye-laws]***EV Installation Compliance / Inspection Checklist**

(For use by the Society while carrying out a post-installation or periodic inspection of a private Electric Vehicle charging facility, solely for the purpose of verifying compliance with applicable safety standards and the Bye-laws.)

1. Particulars of the installation

Flat/Unit No. and name of Member _____

Parking Space No. _____

Date of original NOC/permission (Form No. 28) _____

Date of this inspection _____

2. Compliance checklist

- ☐ Installation carried out through the licensed electrical contractor named in the application
- ☐ Charging equipment matches the specifications furnished in the application
- ☐ Electrical load and dedicated metering arrangement conform to the sanctioned particulars
- ☐ Cabling and installation conform to the layout furnished and applicable electrical safety standards
- ☐ No obstruction to common area, internal road, fire exit or emergency access
- ☐ No adverse effect on structural stability of the building
- ☐ No interference with common electrical installations or essential services
- ☐ No electrical, fire or public safety hazard, nuisance, inconvenience or damage observed
- ☐ Fire safety and statutory requirements complied with (as applicable)

3. Findings and directions

Defects/unsafe conditions noticed, if any _____

Rectification directed, with time allowed _____

Overall status Compliant ☐ Non-compliant — rectification directed ☐Suspended/disconnected under Rule 83(h) ☐**Certification**

Inspected by (Secretary/Committee Member/Technical Expert engaged by the Society): _____

This inspection has been carried out solely to verify compliance with applicable safety standards and the Bye-laws, and does not confer upon the Society any liability for the installation, its operation or maintenance, which remains solely that of the Member under Rule 83(d), (j) and (k).

Signature of Secretary : _____

Copy to the Member concerned, with rectification directions, if any.

CHAPTER XX — REDRESSAL OF MEMBERS' COMPLAINTS AND GRIEVANCE MANAGEMENT

Forms 30 to 31 — Drafted for Adoption with the Bye-laws, 2026

Prepared per the approved Chapter-wise Forms Checklist

30 — Member Complaint Application

52 — Referral to / Application before the Grievance Redressal Committee

FORM No. 30
[See Bye-laws 184 of the Bye-laws]
Member Complaint Application

To,
The Secretary / Chairman / Treasurer (any Office Bearer),
_____ Co-operative Housing Society Ltd.

Sir/Madam,

1. I, Shri/Smt. _____, Member holding Flat/Unit No. _____ in the building known as _____, hereby submit the following complaint for consideration by the Society:

Nature of the grievance _____

Facts of the case _____

Relief sought _____

2. I confirm that all undisputed dues payable by me to the Society, including maintenance charges, have been paid up to date.

Provided that, where the Member disputes the correctness or legality of any dues demanded by the Society, such dispute may be raised separately in accordance with law, and this complaint shall not, for that reason alone, be treated as non-maintainable. [Tick if applicable:]

- ☐ I dispute the correctness/legality of certain dues, particulars of which are set out separately below, and request that this complaint be considered notwithstanding such dispute, in accordance with the proviso to Rule 184(c).

Particulars of disputed dues (if applicable) _____

3. I request that this complaint be entered in the Complaint Register, acknowledged, and disposed of in accordance with Rules 185 and 186 of the Bye-laws.

Enclosures :

- (1) Supporting documents relevant to the complaint (specify): _____
(2) Photographs, if any

Yours faithfully,

(Signature of Member)

Place : _____

Date : _____

For Office Use — Society's Endorsement

Complaint received and entered in the Complaint Register at Sr. No. _____ on _____. Acknowledgment issued to the Member on _____ (within 3 days, per Rule 185(b)), indicating expected disposal by _____. Placed before the Managing Committee Meeting held on _____. Decision: _____. Communicated to the Member on _____ [within 15 days of the Committee Meeting, or within 7 days if an urgent matter under Rule 186(d)(ii)].

Signature of Secretary : _____

FORM No. 31

[See Bye-laws 187 of the Bye-laws — applicable only to Societies having more than 50 Members and having constituted a Grievance Redressal Committee]

Referral to / Application before the Grievance Redressal Committee**Part A — To be completed by the Managing Committee, referring a complaint to the Grievance Redressal Committee**

1. The following complaint, received from Shri/Smt.

_____, Member holding Flat/Unit No. _____, vide Complaint dated _____ (Form No. 51, Sr. No. _____ in the Complaint Register), is referred to the Grievance Redressal Committee constituted by the General Body vide Resolution dated _____, for examination in accordance with Rule 187 of the Bye-laws.

Brief nature of the complaint _____

Reason for referral to the Grievance Redressal Committee _____

Referred by (Chairman/Secretary, on behalf of the Managing Committee) : _____

Date of referral : _____

Part B — To be completed by the Grievance Redressal Committee

1. The Grievance Redressal Committee, consisting of (i) one Member of the Managing Committee, (ii) two Members of the Society who are not members of the Managing Committee, and (iii) any other person considered necessary by the General Body, as constituted below, has examined the complaint referred in Part A above.

(i) Managing Committee Member _____

(ii) Society Member (not on the Managing Committee) _____

(ii) Society Member (not on the Managing Committee) _____

(iii) Other person, if any _____

2. Hearing was given to the concerned parties on _____, and an attempt at amicable settlement was made in accordance with Rule 187(c).

3. Outcome of the amicable settlement attempt: [tick whichever is applicable]

☐ Amicably settled — terms of settlement recorded below.

☐ Not settled — recommendation to the Managing Committee recorded below.

Terms of settlement / Recommendation to the Managing Committee _____

Signatures of the Grievance Redressal Committee Members :

1. _____ 2. _____ 3. _____

Date of recommendation : _____

Part C — Managing Committee's Decision on the Recommendation

The Managing Committee has considered the recommendation of the Grievance Redressal Committee set out in Part B above, and records its decision as follows, in accordance with Rule 187(d):

- ☐ Recommendation accepted in full.
- ☐ Recommendation accepted in part / modified, as follows:

- ☐ Recommendation not accepted, for the reasons recorded below (mandatory where the Committee disagrees with the recommendation):

Reasons for disagreement, if any _____

For Office Use — Society's Endorsement

Decision communicated to the Member on _____. Recorded in the Minutes of the Committee Meeting held on _____ and in the Complaint Register against Sr. No. _____.

Signature of Secretary : _____