

TAMIL NADU URBAN HABITAT DEVELOPMENT BOARD

Model by-laws for the Resident Welfare Association

Memorandum of Association of Tamil Nadu Urban Habitat Development Board _____ Scheme _____ Block Resident Welfare Association.

PRELIMINARY

These By-laws, rules and regulations shall form part of the Memorandum of Association and shall apply to all the members of the Association of the tenements and building premises of Tamil Nadu Urban Habitat Development Board _____ Scheme _____ Block, Resident Welfare Association (hereinafter called the 'Resident Welfare Association (RWA)). All the present and future occupants of the tenements are subject to these by-laws, rules and regulations set forth herein and to the future amendments and modifications thereto, made from time to time and shall be strictly adhered to by them.

Notwithstanding the fact that whether a person is a member of the Association or not, these by-laws, rules and regulations shall apply to all the allottees in occupation of the Tenements and premises in the complex, without any exception and all are bound by them.

1. **Name of the society:** The name of the Resident Welfare Association shall be "**Tamil Nadu Urban Habitat Development Board, _____ Scheme _____ Block Resident Welfare Association**".
2. **Registered Office:** The registered office of the Association shall be at Resident Welfare Association, Tamil Nadu Urban Habitat Development Board _____ scheme, Block _____.
3. **Aims and Objectives of the Association**
 - a) To maintain the Tamil Nadu Urban Habitat Development Board's tenements in a neat and tidy condition by carrying out routine

- maintenance works viz., cleaning, solid waste disposal, lift operation, water supply, sewerage disposal, sanitation, water tank maintenance, common area lighting, parking space etc., following the relevant clause in the Standard Operating Procedures (SOP) that are approved by the Board and adopted by the General Body.
- b) To attend the repairs and renewals in time by appointing maintenance staff like plumber cum water tank operator, lift operator, sweeper, sanitary workers, etc.
 - c) To do periodical renovation of the tenements.
 - d) To maintain the common property resources.
 - e) To support TNUHDB in creating and providing Additional infrastructure facilities as requested by the residents of the tenements like raising compound walls, installation of CCTV, building additional protection gates, fixing extra lights and other civil, electrical and electronic works.
 - f) To carry out the minor repair works in co-ordination with TNUHDB like pipe line maintenance, water supply, sewerage disposal, electrical repairs, staircase maintenance, terrace maintenance, etc.
 - g) To support TNUHDB in carrying out the major repair works to prevent structural damages, cracks, painting, repair of toilet water closets, roof leakage, repair of lifts, repair of generator, drainage repairs, etc.
 - h) To empower RWAs financially by raising funds for the activities of the association by donations, subscriptions etc.
 - i) To support TNUHDB in constructing and renovating common utilities like Primary Health Centres, Government Schools, Library, Anganwadi, Community Hall, PDS Shops, etc., in collaboration with one or more neighboring RWAs, if required.
 - j) To ensure payment of electricity bills for the common area and lift operations and water supply charges.

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- k) To collect maintenance charges from the members of the association and invest/ deposit in scheduled commercial banks.
 - l) To look after the welfare of the members of the Association by providing peaceful living in the tenements by promoting close cooperation between members of the Association and TNUHDB and to create a vibrant Residents Welfare Association.
 - m) To convene a periodical meeting for discussion on matters of common interest of the members of the Association.
 - n) To arrange for election among the Members/authorized members to elect an Executive committee.
 - o) To do all such lawful acts, deeds and such other things as may be considered incidental or auxiliary and conducive to the attainment of these objects including necessary Capacity Building Activities contributing to improved sustainability and climate resilience of the tenements.

BY-LAWS/RULES AND REGULATIONS

Name and Address of the Association	Tamil Nadu Urban Habitat Development Board, _____ Scheme _____ Block Resident Welfare Association
Date of Formation	
Registrar of the Association	The Registrar of Societies, _____
Office Hours	

1. APPLICATION

These by-laws, rules and regulations shall form part of the Memorandum of Association and shall apply to all the members of the Association, of the tenements and building premises of Tamil Nadu

Urban Habitat Development Board _____ scheme _____ Block Resident Welfare Association.

2. DEFINITIONS/INTERPRETATIONS

Unless otherwise specifically provided in these By-laws, the following words and terms shall have the meaning assigned to them herein.

- a. "Act" shall mean the Tamil Nadu Societies Registration Act, 1975 and The Tamil Nadu Societies Registration Rules, 1978.
- b. "Association" shall mean the "Tamil Nadu Urban Habitat development Board, _____ Scheme _____ Block Residents Welfare Association".
- c. "Authorized member" shall mean any one authorized by Hindu Undivided Family (HUF), in the case of individuals – father, mother, spouse, son or daughter who is specifically authorized by the Tenement owner.
- d. "Board" means Tamil Nadu Urban Habitat Development Board which is developing and constructing the Tenements at _____ scheme _____, (Address).
- e. "By-laws" shall mean the registered by-laws of "Tamil Nadu Urban Habitat Development Board, _____ Scheme _____ Block Resident Welfare Association" and as amended from time to time.
- f. "Common Area" means illustratively:
 - i. The unbuilt areas available within the building complex of Tamil Nadu Urban Habitat development Board, _____ Scheme _____ Block tenements.
 - ii. The foundations, columns, girders, beams, supports, math walls, roofs, hall, corridors, lobbies, stairs, stairways, terrace, compound walls, bore well, tanks, sumps, entrances and exits of building gateways to the property, generators,

- basements, gardens, parking areas, STPs, Garbage Chute, drive ways to gain access (both ingress and egress) to the complex, other common facilities like Association room, Multipurpose/utility block, STP, park, Children play area, Electrical Room, Fire Fighting room etc.
- iii. The premises for lodging of caretakers, or persons employed for the maintenance of the premises, security rooms etc.
 - iv. The area where the water supply, sewerage and drainage connections and installations or central services such as power, air conditioning are kept.
 - v. The area where the elevator, pumps, motors, compressors, ducts and in general, all apparatus and installations existing for the common use are kept.
 - vi. The area where the post boxes are installed.
 - vii. The area where the electric panel, telephone, TV, fire prevention systems, PA systems networking facilities etc., are kept.
- g. "Common Expenses"; means and includes all expenses incurred in pursuance of the objectives of the Association and for the benefit of the Association and its members. Whether an expense is a Common Expense or not shall be decided by a resolution of the majority of the General Body. The decision of the General Body shall be final.
- h. "Executive Committee / Committee" shall mean the Members (including Authorized Members) who shall be the elected representatives of the Members as specified in the by-laws and who shall implement the decisions of the General Body.
- i. "General Body" shall mean collectively all of the Members and shall include such persons who shall be Authorized Members representing the Members for the stipulated time.
- j. "Member" shall mean a person who is the allottee / owner / Joint owner of a Tenement, Tamil Nadu Urban Habitat development

Board, _____ Scheme _____ Block Tenement.

- k. "Nominal persons" shall mean vendors / contractors / housekeepers working for the association, including their employees who shall abide by the association laws without any voting rights.
- l. "Rule" shall mean an accepted principle / direction that states the way things should be done and define what is allowable and not allowable.
- m. "Tenement" means a separate and self-contained set of premises used or intended to be used for residence of all the Tamil Nadu Urban Habitat development Board, _____ Scheme _____ Block allotted for the members of "The Association".
- n. "Tenemental Block" shall mean any building comprising of the residential Tenements, common areas, exclusive drive way to gain access from and to the use of the Tenement Owners/Allottees, amenities like Multipurpose Hall, Children play area, Indoor games area, Association room, Garbage Chute, Electrical fittings in common areas, motors for pumping water, overhead tanks/sumps, STP, Fire Fighting equipments, Solar Panels on the terrace, Lifts and other common facilities, comprised in the building called the Tamil Nadu Urban Habitat development Board _____ Scheme _____ Block Tenements.
- o. 'UTILITY BLOCK' shall mean any building being part of the building complex, for the use of the allottees in the building called the Tamil Nadu Urban Habitat development Board _____ Scheme _____ Block.

3. SUITS

The Association shall sue or be sued in the name of the President of Resident Welfare Association of Tamil Nadu Urban Habitat Development Board _____ Scheme _____ Block.

4. SEAL OF THE ASSOCIATION:

The Association shall have a Common Seal, which shall be in the custody of the Secretary/President of the Association. It shall be affixed on all documents binding the Association by the Secretary / President in the presence of any one members of the Executive Committee.

5. MEMBERSHIP

Every present and future allottee / owner of the tenements who is more than 18 years of age shall become a member of the Association.

6. CESSATION OF MEMBERSHIP

On the Death of an Owner / member and before demise, if the title to the tenement had legally been bequeathed / transferred to the Legatee(s), he/she shall automatically continue as Member(s). In the case of Joint Owners, the surviving Owner shall continue as Member.

7. RIGHTS AND PRIVILEGES OF MEMBER

- a) Every member shall have the right to participate in the general body meeting. Besides this, he/she shall also have the right to vote in the meeting of the Association. Every member shall be entitled to participate in the meetings, functions and get-together program of the association. In case of joint ownership of the dwelling unit, only one member will have the right to vote. Joint owner, surviving owner and legal heir of the deceased owners shall continue as a member.
- b) Every Member shall be entitled to submit his/her grievance in respect of any of the amenities and /or facilities in the tenements for redressal within reasonable time.
- c) Every Member shall be entitled to know as to how surplus funds of the Association are deployed. However, this right shall be exercised only during the annual general body meeting or when

not less than one-third of the Members shall write a notice to the Executive Committee.

- d) Every Member shall be entitled to contest in the election unless disqualified in accordance with these By-laws.
- e) No tenement owner shall be entitled to vote in the election of the Members of the Executive Committee nor shall be entitled to contest for election to such office if she/he is in arrears of any sum/due in respect of his/her maintenance charges/dues pending to be paid to RWA.

8. CAPITAL, FUNDS AND INCOME OF THE ASSOCIATION SHALL BE COMPRISED OF:

1. Maintenance Fund:

After formation of Association, the Residents Welfare Association shall apply for recognition in Tamil Nadu Urban Habitat Development Board. The Board is empowered to scrutinize the membership of the Association, By-laws, composition of Executive Committee, etc. The Tamil Nadu Urban Habitat Development Board will accord the recognition to Association and authorize the Association to collect maintenance charges. After the Board's authorization, the Residents Welfare Association shall collect the maintenance charges from the Member of the tenements at the rate decided by the Association on the concurrence of the Board. The rate of maintenance charge may be revised periodically by the Association with concurrence of the Board.

2. Raising of funds:

The funds of the Association shall be raised in the following ways:

- a. By collecting monthly maintenance charge from the members of the tenements for the maintenance of the tenements, common premises and facilities at the rates decided upon by the Executive Committee with the concurrence of the Board. No maintenance charge will be refunded by the association to any / all member once

deposited.

- b. By collecting Donations, sponsorships and grants given by Corporates, Donors and Philanthropists from time to time.
- c. Interest on deposit of the maintenance fund or any other surplus in concurrence of the Board.
- d. Matching grant given by the Government.

3. Utilization of Funds:

a. The funds raised by the Association shall be utilized towards all the necessary expenses incurred by the association towards maintenance, repair of common areas, amenities and facilities. This shall also include payment of salaries to the staff employed for the performance of various functions on a regular / casual / contract basis for administration of maintenance. Salaries / charges for providing watch and ward staff and payments to all the contractors to whom the various activities are outsourced by the Association, expenses towards printing, stationery, postage, audit fee, legal fee, water charges, electricity charges and pest control services for common areas and any other charges as approved by the Executive Committee/General Body from time to time will be met from the funds raised by the Association.

b. The funds of the Association shall be spent in the following five heads:-

i. Routine Maintenance:

The works related with day to day activities shall be considered as routine maintenance works viz., cleaning, solid waste disposal, lift operation, water supply, sewerage disposal, sanitation, water tank maintenance, common area lighting, etc.. These routine maintenance works shall be carried out by the Residents Welfare Association. The appointment, payment of hiring charges of the maintenance staff i.e., Plumber cum water tank operator,

Electrician, Lift operator, sweeper, sanitary workers etc., shall be done by RWAs. The already existing contract of maintenance staff may be transferred to RWAs. The RWAs may fix the hiring charges of the staff at the market rates. The RWAs may engage the maintenance staff from the residents of the block /scheme itself. At least 50% of the lift operators may be hired among differently abled persons, based on availability. Women may be provided preference in other works. Proper accounts and vouchers have to be maintained for all the works carried out and to be submitted before the Executive Committee periodically.

ii. Minor Repair Works

The works which are below the expenditure of Rs.30,000/- (subject to change from time to time as notified by the Board) are categorized as minor repair works. The works related with pipe line maintenance, water supply, sewerage disposal, electrical repairs, staircase maintenance, terrace maintenance, etc. will be included in this category. The Executive Committee of the RWA shall be vested with power of administrative sanction for minor repair works below Rs.30,000/-. The President/Secretary of the RWA shall execute the works. Proper accounts and vouchers have to be maintained for all the works carried out and to be presented to the Committee regularly.

iii. Water supply and Electricity charges

The supply of water and electricity is an essential service. Any delay in payment of these charges would hamper routine life of the residents. Hence, these essential services need to be given first priority. The electricity bills for the common area and lift operations, water supply charges shall be paid by the Association from the maintenance grant. If the water supply and electricity charges are deducted from the

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State grant amount by the Board, the Association may utilize the surplus amount in other works.

iv. Major Repair Works

Any repair work which is having an expenditure of more than Rs.30,000/- (subject to change from time to time as notified by the Board) shall be considered as major repair works. These works include repair works to prevent structural damages, cracks, painting, repair of toilet water closets, roof leakage, repair of lifts, repair of generators, drainage repair works, etc. All the above mentioned major repair works are to be carried out by the Board. The Board technical authorities will decide to execute the work. Administrative sanction will be accorded by the Board authorities on preparation of estimates by the concerned Division. "M Book" will be maintained by the Board authorities.

v. Additional Infrastructure facilities

Additional infrastructure facilities like compound walls, installation of CCTV, additional protection gates, extra lights and other civil, electrical and electronic works that may be required and requested by the RWA and passed by the Executive Committee resolution may be provided. However, the Association has to contribute to the expenditure for the additional infrastructure works as decided by the Board/Government from time to time. The estimates for such works will be prepared by the Board officials. The administrative sanction will be accorded by the Board authorities. The execution of works will be done by adhering tender procedures. If the Association contributes more than 50% of the estimated cost, the Association may opt to execute themselves or through engaging an agency.

The construction and renovation of common utilities like Primary health centers, Government schools, Anganwadi, Community hall, PDS Shops may be taken up under this additional Infrastructure

component. One or more Associations may contribute together to this common utility works.

vi. Prohibited Works

The following works are prohibited under additional infrastructure components.

a) Purchase of all movable items, equipment and furniture.

Exception: Government Schools, Colleges, Noon Meal Centres, Anganwadis, which cater to the needs of the tenements/scheme area. Purchase of Tricycles, equipment for solid and liquid waste management, sports equipment for the benefit of youth and children is permitted. Board has to be consulted before each purchase of exception items.

b) All works involving commercial establishments / units. Assets for individual / family expenditure are prohibited.

c) Works within the places of religious worship and on land belonging to or owned by religious faiths / groups are prohibited.

d) The funds of the Association shall be spent only towards the accomplishment of the aims and objects of the Association and no portion thereof, other than eligible refunds, shall be paid or transferred directly or indirectly to any of its Members/allottees through any means.

e) The surplus funds of the Association when not utilized for the purpose mentioned under these By-laws may be deposited as fixed deposit/any other deposit with any scheduled commercial banks for appropriate period to be decided by the Executive Committee. Such deposits together with the interest accrued, shall be utilized only for the betterment and maintenance of the tenements, common areas etc.

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- f) The Association is not entitled to put the corpus fund or any other surplus/funds in any instruments of speculation in nature

vii. Financial accountability

The Association should follow financial prudence. The funds of the Association shall be subject to annual audit. The President, Secretary, and Treasurer are responsible to the Executive committee of the Association. The Association shall follow all the prudential norms strictly.

1. The Association shall maintain the accounts in the formats/registers prescribed by the Board.
2. On the resolution of the Executive Committee, the President and Treasurer may jointly withdraw the amount from the account. The withdrawn amount should be spent for the purpose for which it is intended. Proper vouchers, receipts, registers and accounts shall be maintained by the Association for all the works carried out.
3. All accounts and receipts have to be maintained properly by the EC/Association. All receipts and expenditure of the preceding month have to be furnished by the Association on or before 5th of every month to the Board in the prescribed format by the Board.

The Board authorities will have the right to inspect the accounts of the Association. If any deviation of grave nature is found, the recognition of the Association by the Board shall be withdrawn. The Right of maintenance and collection shall be resumed by the Board.

viii. QUANTUM OF CONTRIBUTION AND PAYMENT:

- a. The rate at which each member is required to contribute towards maintenance of the common premises and facilities i.e. Monthly maintenance charges shall be decided by the Executive Committee from time to time with the concurrence of the Board.
- b. The contributions will be collected on a monthly basis as notified

by the association in the Notice Boards of the complex and it shall be paid on or before the 10th day of that same month. For any delayed payment, interest at the rate of 1% per month or at any such rates as may be decided by the Executive Committee from time to time shall be charged.

- c. It is the responsibilities of all the Members of the Associations to regularly pay the monthly maintenance and other charges.

ix. PAYMENT DUES

In case of default in payment of the contribution and other dues, continuously for a period of 3 months together with interest, the Executive Committee shall, issue a notice reminding the payment of maintenance charge. If the member does not pay the maintenance charge continuously for more than 6 months the Committee will again issue a notice mentioning the provision of Removal from membership of the General Body of RWA.

The Executive Committee may keep the list of defaulters along with the amount due in the notice board and / or circulate the same to the Members. For any subsequent sale by the original allottee, a **No Due Certificate** should be obtained from the RWA.

x. RESPONSIBILITIES & LIABILITIES OF THE MEMBERS

- a) All the Member shall regularly pay monthly maintenance charges to be stipulated by the Association from time to time and also other amounts as per these By-laws.
- b) Every Member shall keep his/her Tenement as well as the common areas clean.
- c) No Member shall stock or store any kind of goods or materials which are combustible, obnoxious or other goods which are not permitted to be stored without the sanction of the competent Authority under any Government laws relating thereto.

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- d) No Member shall do or suffer anything to be done in his/her tenements, which may cause nuisance, annoyance or inconvenience to other Members.
 - e) No Member shall make any structural modifications which affect the stability of the building.
 - f) Every Member/allottee shall intimate their contact details and other particulars to the Executive Committee in the prescribed format and update the changes, if any, from time to time.
 - g) Every Member/Owner is expected to carry out promptly all maintenance and such repair works within his/her own apartment which if omitted would affect the apartments belonging to other owners in their entirety or in part, and shall expressly be liable for any damage that may be caused to the apartments belonging to other owners or to the common amenities because of his/her failure to do so.
 - h) All the repairs and installations for supply of water, power, disposal of sewerage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the tenement shall be at the expense of the member concerned and such repairs and installations shall be properly done.
 - i) Members shall be liable for the payment of all taxes including property taxes or any other taxes to be levied from time to time by the state/central government or local bodies from time to time in respect of the tenements.

9. POWERS OF EXECUTIVE COMMITTEE

The Executive Committee shall exercise the powers and discharge the functions and duties as per these By-laws including as under.

- i. To establish Standard Operating Procedures (SOPs) for the Association to guide the operating and maintenance

activities including guidelines on encouraging the use of technologies, materials and equipments that would contribute to improved sustainability and climate resilience of the tenements through enhanced durability, reduced consumption of new materials and increased energy and water efficiency.

- ii. To consider and decide on matters towards expenditure on repairs and maintenance.
- iii. To consider and decide upon matters brought up by a member pertaining to the affairs of Association.
- iv. To review the position of recovery of dues to the Association and to decide and initiate action against the defaulting Members.
- v. To ensure holding of annual meeting of the General Body within the prescribed period.
- vi. To call a special meeting of the General Body as and when required.
- vii. To review the audit report and place the audited accounts before the General Body.
- viii. To take steps to maintain the common premises and facilities in clean and good condition of repair.
- ix. To maintain proper books of accounts and get the same audited on a yearly basis.
- x. To represent before any Authorities, Statutory Authorities, courts, forums, Government etc., in respect of affairs of the Association.
- xi. To take action against defaulters of maintenance charges to protect the property and amenities of the complex.
- xii. To deal with the banks, to open Bank Account, to Operate and close the same.
- xiii. To keep an updated register of Members of the Association.
- xiv. To prepare and lay before the General Body meeting, the annual Income and Expenditure account and audited balance-sheet.

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10. Powers of Office Bearers of the Executive Committee

Subject to such resolutions as the Executive Committee or the General Body may, from time to time pass in this behalf, on taking over of the charge of administration of the Tamil Nadu Urban Habitat Development Board, _____ Scheme _____ Block Resident Welfare Association, the office bearers of the Executive Committee shall have the following powers.

1. President:

The President shall exercise general control and supervision of the overall affairs of the Association and the Executive Committee. The President and the Treasurer of the Association shall open one joint bank account in scheduled commercial banks, to execute routine maintenance. The accounts to be operated jointly by the President and the Treasurer as stipulated under by-law. He/She shall with the approval of the Executive Committee make arrangements for the safe custody of cash, Registers and other properties of the Association. He/She shall preside over the meetings of the General Body and Executive Committee.

2. Vice President:

The Vice President shall take the place of the President and perform his/her duties whenever the President is absent or unable to act. The Vice President shall assist the President in all acts, deeds and things as may be required for administration of the affairs.

3. Secretary:

- a) The Secretary shall be responsible for overseeing the day-to-day overall administration of the affairs of the Association.
- b) He shall summon and attend all meetings of the

Executive Committee and the General Body as stipulated in these By-laws.

- c) He shall instruct, supervise, help and guide the Managers/entire staff of the Association / Contractors engaged to implement the decisions of the Executive Committee and the General Body.
- d) He shall prepare the minutes of all the meetings. He shall have charge of such books and papers as the Executive Committee/President may direct. He shall be responsible for the implementation of any decision taken by the Executive Committee and for the execution of any task that the Executive Committee decides. He shall also perform all duties incidental to the office of the Secretary.
- e) He shall act and do all things necessary as directed by the Executive Committee from time to time.
- f) He shall sign all purchase orders/contracts and other documents after obtaining due approval of the Executive Committee.
- g) He shall maintain correspondence of the Association entrusted to him by the Executive Committee.
- h) He shall place before the General Body the annual budget, proposals and amendments etc. for consideration.
- i) He shall generally assist the President in discharge of his functions as such.
- j) He shall maintain the register of the members of the RWA. All files relating to the Association common areas, if any, documents connected with the award of contracts and shall conduct normal and day to day functions of the administration of the Association.
- k) He shall be the custodian of all the documents, records

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of the association except the documents/records under the custody of the treasurer.

4. Treasurer:

- a) The Treasurer and the President of the Association shall open one joint bank account in scheduled commercial banks, to execute routine maintenance. The account to be operated jointly by the President and the Treasurer. All the maintenance charges collected shall be deposited in the bank account on the day of collection or next working day of the Bank. Late payer amount can be deposited in Bank without any delay. No expenditure shall be carried out directly with the maintenance cost collected, without depositing in the bank account. The Treasurer shall be responsible for association funds and securities, and shall maintain books of accounts by keeping full and accurate accounts of all receipts and disbursements of the Association. He/she shall cause the accounts to be maintained properly, supervise money, deposits and valuables.
- b) Issue receipts for the maintenance charge and other funds received from the Members either himself or by Staff as authorized by the Executive Committee.
- c) Do all such things as are required of him/her by the Executive Committee or General Body towards the accomplishment of the objects of the Association.
- d) He/She shall operate the Association's Bank account jointly with the President as stipulated under the By-laws.
- e) He/She shall be authorized to pay all outgoings from the Association by way of cheques signed by the President and Treasurer and where it is not possible to pay by way of cheques, He/She is empowered to pay the outgoings by way

of cash not exceeding Rs.3,000 (Rupees Three Thousand only) in each transaction and also to maintain imprest amount of Rs.2,000 (Rupees Two Thousand only) as cash in hand. If additional amount is required in cash the Executive Committee shall make a request the maintenance committee, which shall decide the amount then and there based on need and confirm to the Executive Committee.

- f) He/She shall be responsible for depositing all money collected, in the bank account.
- g) Follow up collections of all dues and maintain correspondence thereof.
- h) Assist the Secretary in framing the budget.
- i) Maintain all audited reports and submit necessary records, preparation of assets and liabilities.

5. Joint Secretary

- a) The Joint Secretary shall take the place of the Secretary and perform his/her duties whenever the Secretary is absent or unable to act. The Joint Secretary shall assist the Secretary in all acts, deeds and things as may be required for administration of the affairs.
- b) During the absence of the General Secretary, with the permission of the President. The Joint Secretary shall discharge all the functions of Secretary.
- c) He/She shall help the Secretary to prepare the minutes of all the meetings and in discharging all the functions of Association.

11. POWERS OF THE GENERAL BODY

- a) General body consists of all the members of the Association.
- b) Final Authority in all matters relating to the administration of the Association shall vest in the General Body. However it shall not, in the normal course interfere with the powers &

responsibilities delegated to the Executive Committee. The following among other matters, shall be dealt by the General Body:

- c) To review the actions taken to implement the decisions of the last Annual General Body meeting or the last Special General Body Meeting held, if any.
- d) To consider and approve the annual report of the Executive Committee along with the audited statement of accounts and review the working of the Executive Committee.
- e) To appoint an Auditor and fix their remuneration.
- f) To consider the auditor's report and decide on remedial measures, if any.
- g) To appoint any Legal Adviser/Advocate or any other consultant for rendering services and fix their remuneration.
- h) To elect and declare the result of election to the Executive Committee, if the election of Members of the Executive Committee is due in that year.
- i) A Special General Body Meeting of the Association may be called at any time at the instance of the Executive Committee for any specific and emergency purposes and the meeting so convened shall not transact any business other than that mentioned in the notice of the meeting.
- j) A Special General Body Meeting of the Association be called at any time on receipt of a requisition letter signed by at least 1/10th of the Member of the Association sent to the Secretary stating the matter on which deliberations are to be made. The requisition for a Special General Body meeting received from the Members of the association shall within 7 days of its receipt be placed before the Executive Committee by the Secretary for fixing the date, time and place for the Special

General Body meeting. However, the Executive Committee shall call for such Special General Body meeting within 14 days from the date of requisition placed before the Executive Committee and such meeting be preferably held on public holidays.

- k) The Executive Committee shall decide the date, time and place for all General Body meetings with 21 clear days' notice to all the Members of the Association. However, for the Special General Body meeting, a clear 14 days notice shall be given to all the Members of the Association.
- l) On the day of issuing of the notice of the General Body meeting, the members register will be recorded and closed for the purpose of sending notices to all the eligible Members and out of those Members who are present in the meeting will only be eligible to cast their votes and such Member should be eligible to be Member on the day of the meeting of General Body. This eligibility criteria is also applicable for any decision to be taken by the General Body without any exceptions.

12. ELECTION OF EXECUTIVE COMMITTEE

- a) Elections for all the Members of the Executive Committee shall be held once every two years.
- b) The elected Executive Committee will consist of Seven (7) Members, which includes five(5) officer bearers viz. President, Vice President, Secretary, Joint Secretary, Treasurer and 2 Committee Members.
- c) Of these 7 members Three (3) members of the Executive Committee should be women.

- d) All Members of the Executive Committee shall be elected by the Member of the Association i.e., allottee / owner of the concerned block/scheme. Members who are eligible will be entitled to contest to any post of the Executive Committee.
- e) No member shall be entitled to vote or eligible to be elected or remain as a Member of the Executive Committee or co-opted on it if he/she is disqualified. The reasons for disqualification shall be as follows:
 - i. He/she has been convicted of any offence, involving moral turpitude unless a period of six years has elapsed since his/her conviction.
 - ii. He/she is in arrears of any sum due from him to the Association in respect of his monthly Maintenance Charges/any charges as on the date of nomination/casting vote and continuing in the Executive Committee.
 - iii. Absents consecutively for 6 meetings of the Executive Committee without any intimation to the General Secretary / Executive Committee.
- f) The offices of President, Vice-President, Secretary, Joint-Secretary, and Treasurer cannot be held by the same persons continuously for more than two terms. Any member of the Resident Welfare Association cannot hold any post in the Executive Committee for more than eight years.
- g) The candidates who secure the highest number of votes shall be declared elected for the respective offices. In the event of more than one contestant securing the same number of votes the winner will be decided by conducting drawl of lots by the election officer in the presence of the said contestants.

- h) In the event of dissolution of the executive committee before the expiry of its tenure, the election shall be held within 30 days thereof.
- i) Election Hand book/manual to be framed before the election by the Executive committee and should be released in all the available forums and the voting members to adhere to the manual strictly.
- j) The election to the Executive Committee shall be reported to the Board 15 days prior to the day of election.
- k) The Estate Officer/Executive Engineer/Assistant Executive Engineer/ Community Development Officer / Assistant Engineer of the concerned Division shall be designated as the Election observer by the Board. The Election observer will report to the Board whether the election was conducted in a free and fair manner. If any malpractices reported by the election observer Board shall withdraw the recognition of the Association.
- l) Members who have crossed the age of 75 cannot contest for the post of Executive Committee.

13. FUNCTIONS OF EXECUTIVE COMMITTEE

- a) Any decisions and resolutions to be passed by the Executive Committee shall be by way of simple majority. Every Member of the Executive Committee shall have only one vote. Further the minimum quorum for the meeting of the Executive Committee shall be 50% of the Total Strength of the Executive Committee.
- b) The meeting of the Executive Committee shall take place at least once in a month preferably on a Sunday/Public Holidays. The meeting can be requisitioned either by the President or at least Four (4) Members of the Executive Committee. There must be a minimum of 7 days prior notice for meeting except in case of emergency.

- c) A member of the Executive Committee including any of the office bearers may resign from the Membership of the Executive Committee by addressing a letter with reason to the Head of the Executive Committee. The resignation will be effective on acceptance by the Executive Committee or on expiry 30 days from the date of resignation whichever is earlier.
- d) Any vacancy in the Executive Committee caused by resignation or disqualification or otherwise of the Member, may be filled-in by the Executive Committee by passing a resolution by majority by way of co-option of any other eligible Member of the Association.
- e) The Executive Committee can be used only in the name of Associations.
- f) The civil court jurisdiction is barred in respect of action taken by the Board. No suits criminal and other proceedings shall lie against the Board or prescribed authority or officers subordinate to the Board or prescribed authority or any damage is likely to be caused by anything which is, in good faith, done or intended to be done in pursuance to the powers of the Board.

14. VOTING

- a) All eligible members of the association may participate in a General Body Meeting where an election manual will be released from the Executive Committee.
- b) At the General Body meeting every Member shall have one vote for each tenement owned by him.
- c) Results of the election shall be displayed on the day of election on all the notice boards in the tenements
- d) Any default made by the Member with respect to maintenance charges three months prior to

announcement of election date will be ineligible to vote in the Election.

15. QUORUM OF MEETINGS

For the Executive Committee Meetings to be conducted every month the quorum should be a minimum of 4 Members out of 7 Executive Committee Members.

For the General Body meeting of the Association 10 % of the total members should participate. The GB meeting of the Association will be generally held once in a year. However based on need special GBs will be conducted as per rules / by-laws.

In all meetings, majority of the members present is sufficient for voting.

16. RULES OF THE ASSOCIATION

ALL THE MEMBERS / ALLOTTEES AND SUCCESSORS-IN INTEREST SHALL BE BOUND BY THE FOLLOWING RULES OF THE ASSOCIATION:

MEMBERS AND RESIDENTS ARE REQUESTED TO TREAT THE OFFICE BEARERS OF THE SOCIETY WITH RESPECT. THE OFFICE BEARERS HAVE UNDERTAKEN THE RESPONSIBILITIES WITH THE SINCERE VIEW TO SERVE THE MEMBERS AND RESIDENT'S INTEREST TO THE BEST OF THEIR ABILITIES AND ARE NOT TO BE TREATED AS MEMBER'S SERVANTS.

1. All the Members shall regularly pay all dues including monthly maintenance charges to the Association and it shall initiate necessary action / legal action to recover it.
2. No garbage/refuse should be thrown directly into the open areas.
3. No burning articles like matches, cigarette butts, etc., should be thrown directly in the open areas, in Elevators

- or into any of the open areas from the balconies/corridors.
4. No Advertisements or Posters of any kind shall be pasted in the Elevators or in or on the exceptions as authorized by the Executive Committee.
 5. While washing the Tenements and watering the plants etc., care should be taken to see that water does not flow out from the balconies affecting the residents on the lower floors, passersby on the road below, the Vehicles parked and the exterior surface of the building
 6. Drying or hanging of clothes etc, from the windows, on railings of the balconies or the corridors, is prohibited
 7. Smoking, spitting of Pan in the Corridors / Common areas / Elevators etc., is strictly prohibited.
 8. Elevators should not be overloaded. Heavy and oversize articles should not be carried in the Elevators and further the Elevators shall be used for designated purposes.
 9. Residents shall exercise extreme care about making noises or the use of musical instruments, radios, TVs and amplifiers that may disturb others
 10. No structure temporary or permanent such as wall, iron fencing or barricade of any type shall be erected in the common areas by any Member / Resident.
 11. The terrace/rooftop of the block is out of bounds for all residents including children. Access is permitted only to technical staff of the Association for maintenance related work or such other activity as authorized by the Executive Committee in consultation with the Management Committee.
 12. Garments, rugs, linen etc hung out to dry in the balconies are not to protrude outside the building or on the railing of the balcony. Flower pots and other objects are not to be hung from the balcony roof or placed on the parapet walls.

13. No Member / allottee or their representative shall directly interfere, suggest, use the Members of maintenance staff, contractors including security personnel for personal purposes. However, they can request for the services for their own Tenements viz., Plumbing, electrical and other maintenance issues by intimating to the Association.
14. In the event of seepage occurring in one unit/flat and affecting an appurtenant / unit below or block, the affected party should put in notice to the other owner. Cost of repair and restoration will be borne by the owner of the unit/flat from which the seepage originates, and such repairs will be completed at the earliest and shall not exceed 30 days. Seepage originating in common areas and is not originating from any flat will be the responsibility of the Association

17. WINDING UP:

75% of the Members of the Association may decide about the dissolution of the Association in the General body meeting. Upon dissolution of the Association, after satisfaction on all its debts and liabilities, if any assets remain, such assets shall be transferred to a new Association having similar objectives and aims but shall not be distributed or paid among the Members of the Association.

18. AMENDMENT

If any amendment related to this by-law is required in future the Association should get concurrence from the Board.

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FORM NO. I

(See Rule 7 of the Tamil Nadu Societies Registration Rules,
1978) **APPLICATION FOR THE ISSUE OF CERTIFICATE OF
REGISTRATION UNDER SECTION 10 OF THE TAMIL NADU
SOCIETIES REGISTRATION ACT, 1975
(TAMIL NADU ACT 27 OF 1975)**

From

The President / Secretary

Tamil Nadu Urban Habitat Development Board

_____ Scheme _____ Block

Resident Welfare Association

To

The Registrar of Societies _____

Sir,

- 1) A society by name Tamil Nadu Urban Habitat Development Board
_____ Scheme _____ Block Resident Welfare Association
has been formed on _____.
- 2) I enclose herewith the Memorandum and By-laws of the said society.
- 3) I remit herewith a sum of Rs.5100/- being the fee for the
registration of the Society.
- 4) I am a member of the Committee of the Society.
- 5) I have been duly authorized in this behalf by the Committee of the
Society.
- 6) The society may be registered and the Certificate of Registration be
issued.

Place :

Date :

Signature of Applicant

List of Executive Committee Members

Tamil Nadu Urban Habitat Development Board _____ Scheme
_____ Block Resident Welfare Association,

Sl. No.	Name	Designation	Occupation	Address

Memorandum

1. **Name of the Society** : Tamil Nadu Urban Habitat
Development Board
_____ scheme _____ Block
Resident Welfare Association

2. **Address of the Society** :

3. **Main objective** :
(a) To maintain, repair and provide
improvements to the premises and
outer walls of both the residential
complex and common space

FORM No. V

(See Rule 15 of the Tamil Nadu Societies Registration Rules, 1978)

**NOTICE OF SITUATION/CHANGE OF SITUATION OF THE
REGISTERED OFFICE OF THE SOCIETY UNDER SUB-SECTION
(1) OF SECTION 13 OF THE TAMIL NADU SOCIETIES
REGISTRATION ACT, 1975
(TAMIL NADU ACT 27 OF 1975).**

1) Name of the Society	Tamil Nadu Urban Habitat Development Board _____ Scheme _____ Block Resident Welfare Association
2) Date of Registration	-
3) The Registration Number and Year of Registration	-
4) Presented By	

To

The Registrar of Societies,

Sir,

Tamil Nadu Urban Habitat Development Board _____ Scheme
_____ Block Resident Welfare Association hereby gives you notice
under sub-section (1) of Section 13 of the Tamil Nadu Societies
Registration Act, 1975 (Tamil Nadu Act 27 of 1975), that the registered
office of the Society Tamil Nadu Urban Habitat Development Board
_____ Scheme _____ Block Resident Welfare Association
situated _____ at

_____, _____, _____,
_____ **(address)**

Dated the..... day of..... ,.....

Designation of position in Relation to the society

FORM NO. VI

(See Rule 16 of the Tamil Nadu Societies Registration Rules, 1978)

REGISTER OF MEMBERS TO BE MAINTAINED UNDER SUB-SECTION (1) OF SECTION 14 OF THE TAMIL NADU SOCIETIES REGISTRATION ACT, 1975 (TAMIL NADU ACT 27 OF 1975).

REGISTER OF MEMBERS

Tamil Nadu Urban Habitat
Development Board _____ Scheme
_____ Block Resident Welfare
Association

- 1. Name and Address of the Society :
- 2. Date of Registration :
- 3. The Registration number and Year of registration :

Sl. No	Name of the Member	Full Address of the Member	Occupation	Date of Enrolment	Date of Resignation or Removal	Remarks

BY-LAWS

Signatures to the Memorandum hereby certify that the By-laws is the correct copy.

Sl. No	Member's Name	Occupation	Address	Signature

Signed in our presence this ___ day of _____, ____

Name :

Father's Name :

Address :

Signature :

Name:

Address :

Sd/- M.Govinda Rao
Managing Director

// True Copy//

Secretary