



GUIDE LINES FOR RUNNING OF DAY TO DAY AFFAIRS OF A HOUSING SOCIETY

Co-operation is the common effort of a group for their mutual benefit.

Co-operation is teamwork.

Co-operation is working together peacefully.



Great Oaks from little acorns grow

It is probably not love that makes the world go around, but rather those mutually supportive alliances through which partners recognize their dependence on each other for the achievement of shared and private goals



JUSTICE R. J. KOCHAR
Former Judge, Bombay High Court

Off. : 10, D.G. Chambers (1st Fl.)
100-104, Nagindas Master Road,
Fort, Mumbai – 400 001.
Tel. 022-22630952

Date : 10th March 2011

For Enlightened Rule of Co-operation

Justice R.J. Kochar,
Former Judge,
Bombay High Court.

Landlords have been replaced by the new collective bodies to govern the co-operative housing societies. In other fields of co-operative organizations, private entrepreneurs have been replaced by a new class called "Sugar C-operative Lords" who are the law unto themselves as they owe their creation to a Ruling Party. The Housing Co-operative Societies of the middle class are, however, subjected to the strict law of co-operation, viz., the Maharashtra Co-operative Societies Act, 1960 and the Rules framed thereunder. There are minutely drafted Model Bye Laws governing the day to day functioning of the housing societies.

The office bearers of such societies are by and large not very conversant with the law and practice of co-operative societies and often they are accused of mismanagement even for their petty and unintentional mistakes or omissions. The law is there, but the office bearers need specific guidance on the spot on particular issues. The necessities of expert and helpful guide is always felt by the otherwise busy office bearers and in particular the Chairman and Secretary. The present book, carefully drafted in simple and lucid language by M/s Professional Management Associates, fills the bill and answers the need. M/s Professional Management Associates is a body of professionally experts having a rich practical experience of day to day working of the Societies and their problems and solutions. They have spelled out the difficulties likely to be faced



by the Office –bearers and have shown them the easy solutions. They have dealt with all such problems very methodically in this practical Guide. A glance at the Index itself gives us an idea how useful this book would be for the Societies. Besides, the Authors have also given the drafts of various letters required to be written to the members and other authorities. This Guide would reduce to a great extent the need of a lawyer for day to day functioning of a society. The Managing Committee, the Chairman and the Secretary and the Manager of every Co-operative Society must have this Guide with them.

A word of caution is imminent for healthy and smooth functioning of a co-operative housing society. Let the Chairman and the Secretary not conduct themselves as neo-landlords but as public servants. Similarly, let the members also treat them respectfully and not as their domestic servants!

This book is a must even for such vigilant members to assert their rights and to perform their duties. Functioning within the frame work of the Co-operative law with the help of this Guide will keep the evil of Administrator away!

Mumbai
10th March 2011

(Justice R. J. Kochar)
Former Judge of Bombay High Court



GUIDELINES FOR EFFICIENT RUNNING OF DAY TO DAY AFFAIRS OF A HOUSING SOCIETY

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- § Our contractors and vendors for providing various services to our client Societies.
- § Our Associates and Managers, who are managing the day to day affairs of the society.

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Any document that you execute should be in consultation with a Solicitor or an Advocate.

Professional Management Associates do not take responsibility for any claim arising out of the use of any of the below mentioned draft agreements or any other Articles

Request

We would appreciate if the readers could highlight us more on management of a housing society and given us their valuable suggestions and guidance. Please do mail us your comments on pmassociates@rediffmail.com

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INTRODUCTION

The Co-operative Movement has been officially functioning in the state of Maharashtra for the last 95 years or so. Essentially, the Co-operative Movement is based on co-operation between its members. Unfortunately however, it is human nature to dispute and so disputes are rather commonplace among the members. Thus, the importance of the Maharashtra Cooperative Societies Act 1960 cannot be undermined. It is primarily concerned with the settlement of such disputes.

Disputes, relating to the affairs of co-operative societies, were required to be settled by some authority in which the powers under the Maharashtra Co-operative Societies Act (MCS Act) were required to be vested so that decisions in such cases could be made. The objective of creating separate judicial machinery for disputes of co-operative societies is to provide justice to the aggrieved parties quickly, independently and more economically. The machinery so set up was also intended to be easily accessible to the disputing parties.

Initially, when there were fewer disputes between the members, arrangements were made to refer the matters to the Registrar's nominees. They were either pleaders or advocates or persons, sufficiently qualified in the field of co-operative law. Gradually, several changes were made in this process.

Finally, in 1974, Section 91-A of the MCS Act 1960 was inserted and co-operative courts were established in certain territories to deal with the number of cases, then pending. Even though the co-operative courts were established in 1974, the disputes were first required to be referred to the Registrar in order to decide whether the said dispute existed within the meaning of the section.

The section 91 of the MCS Act confers exclusive jurisdiction on co-operative courts to decide the disputes between parties referred to in section. It prescribes the jurisdiction of ordinary civil courts to decide such disputes between the parties referred to in the section.

In Maharashtra, the co-operatives are governed by the Maharashtra Co-operative Societies Act 1960, read with the Maharashtra Co-operative Societies Rules, 1961. Moreover the co-operative is governed by its bye laws and most of the housing societies have adopted the model bye laws which are the guiding principles of the co-operative. These bye-laws are approved through a resolution of the society. The bye-laws can also be amended in the General Body Meeting subject to the same being within the preview of the Maharashtra Co-operative Societies Act, and approved by the Registrar.

As per the Maharashtra Co-operative Societies Act 1960, when 60% of the flats are sold/occupied, a housing society can be registered. The Flat purchasers being the promoter members elect among themselves a Chief Promoter and join together to form a Housing Society. In case of the Builder he elects a Builder Promoter and or one of the flat owner as the Chief promoter for registration of a housing society. The minimum requirement of members for making application for forming a housing society is 10. Exemptions are available for registering a society having less than 10 members under different categories. Presently even wing wise registration of society is permitted.



A Housing Society is also formed by persons who construct a building and allot various flat/s to such persons who contribute to the cost of construction.

In a Society a purchaser of a flat gets his/her/their ownership right along with other purchasers of flats in the same building. Although each of such purchasers have exclusive occupation right over their individual flats, the common property ownership is with the society. i.e the Society gets the right of ownership over the land and building, and the purchasers gets occupation right over the flat purchased by him/her/them.

A co-operative housing society comes into being to bridge the gap between demand and supply particularly in cities and urban areas, where it is otherwise almost impossible to own a plot of land and construct individual houses. In a co-operative housing society, the members who have contributed to the construction and acquisition of flats are the ones who generally reside therein and directly involved in the occupation, use, maintenance and management of their buildings, i.e. the housing societies.

A co-operative housing society is basically a non-profit making body, meant mainly for providing residence to its members. Unlike individual houses, a co-operative housing Society, when registered, becomes a body corporate with a common seal and perpetual succession. In other words, on registration, a housing society is no different from an organization with a 'management' at the helm of affairs.

The main object of a housing society is to procure conveyance in favor of the society from the land owner, thus getting a clear, legal title to the ownership of the land and building wherein the flat purchaser become co- owners and are allotted membership by issue of shares by the society.

A co-operative housing society is a tiny democratic institution. The basic characteristics of any co-operative society are (a) voluntary association, (b) democratic management, (c) self help and mutual help, (d) absence of profit motive, (e) open membership, (f) neutrality, and (g) equality. Its basic purpose is not just to provide its members dwelling units and incidental services but also to create a feeling of 'one for all and all for one' amongst them. This cannot be achieved without sustained and continuous efforts by all concerned. And one way to do it is to develop a system where the 'power of management' is subjected to and controlled by the 'will of the members' and it is possible only when the members have at least a working knowledge of the Act, Rules and Byelaws governing their societies.

It needs to be borne in mind, however, that the growth of an organization depends mainly upon its able leadership and committed workforce. In a co-operative housing society, it is therefore essential that the Managing Committee has the growth and welfare of the society in mind and the society is not treated like their own personal property. The Managing Committee should understand that they are only the trustees of the society and their decisions/actions should not involve greed and ego. The members on their part must keep a constant vigil on the functioning of the Managing Committee to keep the society vibrant and democratic.



A good Managing Committee is the direct result of concerned majority of the members of a housing society. They should exercise great care and caution in the election, nomination or co-option of any member to the Managing Committee. When the Managing Committee fails to live up to the expectations, it must be noted that it is actually the General Body that failed in engaging the Managing Committee with 'right' members. To be a member of Managing Committee 'being good and acceptable to majority of the members' is not enough. The person should have some (working) knowledge of the co-operative societies act, rules and bye laws. Apart from that the person should be able to find time required to serve for the society. In case of need, a Legal Consultant may be retained for advice to deal with complex issues.

It needs to be appreciated that the General Body of members is the supreme and final authority of the society. Membership of a co-operative housing society is not acquired for the purpose of exercising the empty right to vote at meeting but for the purpose of acquiring and living in a flat. This is possible only when the General Body by effective control requires the Managing Committee to do all the acts for the general good of the society and refrains from doing anything that is against the interest of the society. The General Body should ensure timely election the Managing Committee.

The tenure of the Managing Committee should be restricted (fixed) to five/three years (as per New/Old Model Byelaws) calculated from the date of the first meeting of the newly elected Managing Committee. With proper checks and balances between the General Body and Managing Committee with each striving for the general welfare of the society, there sprouts an ideal co-operative society which is the pride of its members and envy of neighbouring housing societies.

MANAGEMENT OF HOUSING SOCIETY.

On registration of a Housing Society, the first meeting of the society is called by the chief promoter of the society. The main agenda of the meeting is to elect the office bearers of the society, opening of bank account, etc. The Members of the Society in the very first meeting appoints its managing committee of 5/7/9/11 members depending on the nos of total members in a society and this committee represents all the members and are also empowered to do such acts and deeds as per the bye laws and or as per the resolutions approved by the General Body for smooth running of its day to day activities. The committee normally works on honorary basis. There is a provision of amounts to be paid as honorarium to the committee members, but generally the Managing Committee Members prefers to appoint a society manager rather than take honorarium.

A Housing Society functions as a full time office. Routine work involves banking operations, depositing amount/s collected from members/agencies/ institutions, investment of funds, issuing cheques to service providers/statutory authorities, maintaining building /premises, repairs, renovations, negotiating rates with agencies/service providers, signing contracts with service providers, inviting tenders for major repairs, correspondence with members, issuing certificates, loan letters, maintaining accounts, including bank books, petty cash books, ledgers, issuing bills /



receipts of payments, maintaining filing records, material records, supervision of workers, security, attending to members complaints, liaisoning with municipal and other authorities, etc;.

The Society is also required to maintain registers and records as prescribed under the MCS Act, and the Bye-Laws. A Managing Committee, elected by the members are required to take decisions regarding all these functions. The members of the Managing Committee may not be well equipped and or may have full knowledge and or may not have time to attend to these activities, and hence, these days a Society Consultant is also appointed to guide the committee.

Depending on the requirement, the managing committee appoints various agencies, to maintain the building /premises, such as house keeping, security, accountant, gardeners, electrician, plumber etc and a manager (as a care taker) for supervising day to day management. To meet these objectives, the Society collects maintenance charges from the members.

APPOINTING A HOUSING SOCIETY MANAGER

Fundamentals

Age	Preferably between 40 to 65 yrs
Qualifications	Graduate preferably from accounts
Place of residence	residing in close proximity of Society
Experience	Housing Society Management
Knowledge	A reasonable knowledge of accounts and model bye-Laws for housing societies
Attributes	Decision making ability and immense patience and common sense, good communication skills (verbal as well as written in English Language) with pleasing personality, good attire, polite and decent behavior, disciplined as to punctuality and work output, sincere, honest and hard working.

JOB PROFILE OF A HOUSING SOCIETY MANAGER

The profile mainly depends on the situation and circumstances. However, the Manager should be capable to tackle important tasks on day to day basis.

Accounts: A Manager should regularly prepare vouchers, receipts, bank pay in slips, maintain petty cash book, maintain collection register, budgetary control systems, investment register, manage investments, renew investments on maturity, etc.

Administration: A Manager should supervise over other staff/s appointed by the society. He should also maintain attendance register, allot work to various staff and ensure that the staff works to the satisfaction of the society's management. A good manager should maintain checklist of the work done by the various staff/s, agencies, in particular the house keeping and the security guards.

Estate Management: A Manager should take round of the building /premises at least once or twice a day and maintain a log book for failure / maintenance of lifts, pumps, intercom system, various electrical points, plumbing points, etc. A Manager should also keep a sharp eye on cleanliness, garden maintenance etc and maintain stock of the various replacement parts in stock and a logbook for usage thereof.



Attending to complaints of members: A efficient Manager should ensure that the members complaints are attended to immediately. Electricity, Water, Lifts, Security, Cleanliness are the ones where the members look forward to the Society Management to ensure continuous, uninterrupted and efficient supply. Where there are temporary disruptions, it is the duty of the Manager to keep the members informed through a Circular.

Statutory Requirement: It is the duty of a Manager to keep the Managing Committee informed of the various statutory requirements and also update the statutory registers.

Office Management: A Manager should attend to all correspondences; File all papers in the proper files, maintain a master file, maintain inward, outward register, and keep the office neat and clean.

Out door duty: All banking operations, payments of all electricity bills, water bills, municipal tax bills etc, liaison work with local authorities such as BSES, BMC, Dy. Registrar office, Advocates, Auditors, Inspectors etc should be attended to by the Manager.

Knowledge: A Manager should not act on impulse and should never give wrong information or wrong guidance to the managing committee; if in doubt, he should clarify the matter from the consultants.

ACCOUNTING NORM'S

One of the primary functions of the Manager is to prepare the accounting documents. The accuracy and promptness are the basic requirements of a billing and accounts service provider. This depends on the accuracy of primary documents.

The accounting documents consist of three parts.

EXPENSES ACCOUNTING

- ✓ All the expenses of the Society are documented through Debit Vouchers.
- ✓ The expenses may be incurred by cash or may be paid by cheques.
- ✓ All payments whether by cheque or cash has to be documented through a voucher.

THE VOUCHER MUST CONTAIN THE FOLLOWING MAIN INFORMATION. (EXPENSES HEADS)

- ✓ Municipal Tax, Water Charges, Electricity Charges, Salaries, Bonus, Staff Welfare Expenses, Accounting Charges, Consulting Fees, Managerial Services, Security Agency Charges, Accounting Charges, Postage, Repair & Maintenance Charges, Printing & Stationery, Conveyance Expenses, Legal Expenses, Professional Charges, Insurance Premium, Telephone Expenses, Meeting / Festival / Get together expenses.



REPAIR & MAINTENANCE EXPENSES

- ✓ Plumbing, Electrical Fittings, Lifts, Pumps, Intercom, Health Club, Cleanliness and General Maintenance, Garden Maintenance Etc. [These are only indicative, and may be increased or clubbed depending on the society.]
- ✓ Date of payment, amount in words and figures, the name of the person / firm to whom the payment has been made, the purpose of payment in full details [By reading the voucher narration, the purpose of the payment must be very clearly made out. E.g.: if water bill is paid to BMC, the meter number, the period etc must be clearly written in the voucher; in case of annual contract for lift maintenance charges, the period covered; in case of plumbing – the identifiable place such as kitchen line attached to Flat No A 202 etc.]
- ✓ Cheque number, date of cheque [which is normally the same as the date of the payment], name of the bank etc If paid by cash, it should be stated very clearly that the payment is made by cash. All such supporting, bills and receipts must be attached to the voucher. Where separate files are maintained for such bills [such as Electricity, water, municipal tax etc] it is advisable to attach a copy of the bill to the voucher. Where separate receipt is not given, obtain a stamped receipt on the voucher itself [Re 1 revenue stamp] when the payment exceeds Rs 5000/-. If any adjustment is made out of the payment such as TDS deduction, or in case of salary – deduction for any loan installment, or for any advance payment made to the party in respect of any repair work [in which case mention the previous voucher number] such adjustments must be clearly written on the face of the voucher. Always prepare the voucher prior to preparation of the cheque or prior to making any cash payment [wherever possible].

FILING OF VOUCHERS.

- ✓ Always file the vouchers in a Box type file. Maintain two separate files for bank vouchers and for cash vouchers.
- ✓ The supporting must be stapled [not pinned] down below the voucher so that the left hand corners of the voucher and the supporting are joined [Do not staple the voucher to the centre of the supporting].
- ✓ Punch at the centre of the voucher [not at the centre of the supporting].
- ✓ Open new files whenever the present cannot hold any more vouchers.
- ✓ Do not overburden any single voucher file.
- ✓ Do not open a new file in between a month.
- ✓ Write on the side of the file, the description such as Cash Vouchers, Year 2010-2011, Period 1.04.2010 to 31.03.2011, so that in future, if we have to refer to any particular voucher, the file in which the same is filed can be easily located. Before filing give a voucher number to the voucher - Separate series for cash vouchers and bank vouchers.
- ✓ While filing, the following must find a natural increasing order. Date of payment, voucher number, cheque number .



- ✓ Small societies may maintain only one file for bank vouchers as well as cash vouchers. In such case, it would be advisable to have a thick paper partition separating the cash vouchers and bank vouchers. It will not be improper to have only one file [even without partition] for cash and bank vouchers. However, in such a case, have only one series of voucher numbers.

PRINTED VOUCHER NUMBERS.

It is advised to have the voucher numbers printed. Duplicate may also be maintained. The system is to ensure that no voucher is inserted at a later date. If the voucher is lost, the duplicate is available for verification. The duplicate may also be easily verified by the Committee Members instead of going through each and every voucher from the voucher file. If a voucher is cancelled for any reason, file the cancelled voucher in the voucher file. For cash & bank vouchers use two separate series books so that when filed, the voucher numbers will be filed serial number wise.

CAUTION

Do not make payment of any bill without sufficient bank balance. Think about applicability of TDS before making the payment. Think about any deduction from the payment such as advance paid for the job etc. Get approval of the payment from the Secretary / Chairman / Treasurer and then only prepare the voucher and cheque. Prepare voucher for cash withdrawal from bank. The voucher and the cheque together must be presented for signature by the office bearers of the Society. Get the signature of at least two office bearers on each voucher. Before a cheque is given to any party, ensure that two signatures are obtained on the cheque.

MAINTENANCE OF REGISTER/S

Maintain two separate registers – one petty cash book, and the other cheque issue registers.

PETTY CASH BOOK

Since books of accounts are maintained through computer, columnar petty cash book need not be maintained. However, if the Society insists, you may write columnar petty cash book. The format for normal way of writing a petty cash book is given in "Appendix 1"

CHEQUE ISSUE REGISTER

The format for cheque issue register is given in "Appendix 2"

RECEIPTS ACCOUNTING

The Society receives money mainly from the members. Members make payment to the Society at predetermined rates so that the Society will be in a position to meet its expenses. Bills on members are raised periodically, and the same is paid by the members. Unpaid bills attract interest as per rules of the Society. There is no room for any error in maintaining the primary document pertaining to the receipt of payment from members. Even a slight mistake of entering the Flat No wrongly as



A 502 instead of B 502 may result in major problems of reconciliation. Since the bills reflect the payments made by them and carry forward the unpaid bills, if an error such as above is made, the bills for A 502 as well as for B 502 will be wrong for the next month.

The receipts may be of two types: Type 1: Towards the regular maintenance charges of the members for which regular bills are raised on members. Type 2: - Towards miscellaneous charges for which bills are not at all raised.

Managers should normally be prohibited from taking any cash from any member or any person without the specific written sanction from the Society. Even where Cash is received, the exact amount of the cash has to be deposited in the Bank the very same day or latest by next day and should not be used for expenditure of the Society.

Every member / person from whom a payment is received should be issued with a receipt. The receipt may be computerised or manually written and issued. The receipt must contain the following information:

Date of receipt, name of member, cheque details – such as name of bank, branch, cheque number, and date of cheque, Flat No, the bill number against which the payment is made. If the payment is not against any maintenance bill, and for any other charges, for which no bill is issued, the purpose of payment must be written on the receipt. Amount in words and figures should be mentioned. If members do not make full payment of the bill, it must be mentioned in the receipt that the payment is on account and or payment against bill no ____ (i.e the current bill no).

A Co-operative Housing Society is exempted from stamp duty in respect of receipt of payments from its members and accordingly, no revenue stamp need be affixed to the receipts. Where a receipt is prepared in the computer, the details as mentioned above, must necessarily be found in the bank pay-in-slip from where the details are fed into the computer.

The cheque / cash must be deposited in the bank. The bank printed pay-in-slip is used for this purpose. Where receipt is manually prepared, the receipt number, flat no and the amount must be written on the reverse of the pay-in-slip. Where a computerised receipt is issued, instead of the receipt number, the cheque details must be entered. If space is available, more than one cheque can be deposited in a single pay-in-slip. However, cheques of the same bank as of the Society should not be clubbed with cheques of other banks.

REGISTERS TO BE MAINTAINED

Collection Register. Enter the cheque details against the name of the member in the collection register.

CAUTION

Write the correct flat number. Follow the system – prepare the receipt first, enter in the collection register and then prepare the pay-in-slip. Do not forget to write the details on the reverse of the pay-in-slip. If the payment is not towards the maintenance charges, write the purpose in full in the receipt as well as in the pay-



in-slip. If flat number is not known, send a circular to the members. Do not write the flat number by guesswork. Wait for a few days and then deposit the cheque in the bank. Continue to send the circular for one or two months repeatedly till you get the correct flat number. Verify the correctness of the contention of any claimant thorough his bank passbook before receipt is made in the name of the claimant. If a cheque is received from any third party after deducting any TDS, [For ex: from M/s Airtel for use of terrace for installation of Antenna], make the receipt for the net amount, write the TDS amount.

BILLING TO MEMBERS.

To meet the expenses of the Society, the Society raises bills on members on a regular basis. The bills form the basis on which the members make the payment. Any error in the bill, if the same in favour of the member, may not be brought to the notice of the Society, whereas if the same is against the member, the member may bring the same to the notice of the Society. Hence, it is important that the bills must be accurate. The maintenance charges are charged to members based on the decisions of the General Body / Managing Committee from time to time. The defaulters are also charged interest in accordance with the rules of the Society. The bills may be raised monthly, bimonthly or quarterly. Normally, bills are raised at the beginning of the month / bimonthly / quarterly period. The due date of payment is decided by the General Body/ Managing Committee and is normally not changed. To meet some exigencies, the Society may also decide to raise additional funds through a supplementary bill.

FOR THE COMPUTER OPERATOR TO RAISE THE BILL ACCURATELY

- a. Any changes in the outgoings affecting all the members as may be decided by the General Body / Managing Committee must unambiguously reported to the operator. **A Billing Instruction Register** should be maintained for this purpose.
- b. Any change affecting only one member such as car parking charges, non-occupancy charges should be reported in this register. The reporting must be very clear – from which month to be charged, the amount to be charged, and whether the charge is only for one bill or should be continued to be charged until further instructions. Part of the period/ month should be ignored. If a member is being charged for car parking charges, and if charges are to be charged for one more car, the instruction must be very clear. Other wise the operator may get confused.
- c. All billing changes instructions must have the sanction of the authorized officer of the Society before the same is forwarded to the Computer.
- d. The receipts/ pay-in-slips must be made accurately as given in the earlier chapter. If the payment is for any supplementary bill, the fact should be mentioned in the receipt / pay-in-slip as the case may be.

AFTER THE BILL IS RECEIVED BY THE MANAGER VERIFY

- a. Whether all the billing changes instructions have been carried out correctly by the operator?



- b. Whether all the receipts have been given credits in the bills correctly – Flat Number and Amount. The bill register may be compared with the collection register for this purpose.
- c. File the duplicate of the bills in a computer file neatly.
- d. When the computer file containing the bills is bulky, book bind the bills copies.

REGISTERS TO BE MAINTAINED

- a. Copy of the bills file
 - b. Bill register sent from the Computer Centre
 - c. Collection Register sent from the Computer Centre.
 - d. Billing Changes Instruction Register.
- A to c above may be book binded once the file is bulky.

DOS AND DON'TS

- a. Verify the bills.
- b. Do not make any changes in the bills. If any correction is to be made, contact the accountant and get a copy of the corrected bill.
- c. Do not give any oral instructions for changes in the bills.
- d. File the bills copies neatly and book bind the file regularly.
- e. Do not give ambiguous instructions. Always make the instructions understanding and clear.
- f. Get the billing changes instructions signed by the Secretary or any other authorized Committee Member.
- g. Update the billing changes instruction register on a day to day basis and do not wait till the last date to write out of memory. For example, if a member applies for NOC for giving his flat on leave and license basis, immediately on issue of the NOC, enter in the billing register – "Flat NO _____ Non Occupancy charges of Rs _____ per month to be charged for the next 11 months from _____ month."
- h. Do not give billing changes instructions without proper explanations. For Ex: If a member was being charged car parking charges continuously for the last 11 months @ Rs 500/- per month, and if the Committee decides to write off this amount, based on a representation from the member that he did not have any car, Instructions must not be simply " Write off Rs 5850/- to Flat NO _____ ". Rather, the instructions must be " Flat no _____ Car parking wrongly charged from _____ to _____ for 11 months Rs 5500/- and interest thereon Rs 350/- must be written off. Car parking charges should be discontinued from _____ (date)."
- i. Do not write off interest unless it is an error.
- j. If an office bearer refuses to sanction any expenditure, do not clandestinely get the same approved by other office bearers. Rather, inform the other office bearers why the expense has been disapproved.



ADMINISTRATION

Administration over other staff employed by the Society is an important function of the Society Manager.

Normally the following staffs are appointed by the Society directly under the pay roll or through an agency.

- a. Security Guard.
- b. Cleaners / House Keepers / Garbage collectors.
- c. Gardener.
- d. Plumber.
- e. Electrician.
- f. Lift operators.
- g. Office Assistant.

The Society Manager has to understand the duties and functions of each of such staff and have a checklist of the duties done by the concerned staff on a regular basis. The staff are normally not very literate and hence, their duties and functions and time schedules should be intimated and reminded to them from time to time.

SECURITY SERVICES

BRIEF NOTES

Of late, many societies engage services of security guard/s through security agencies. The working hours of a security guard is normally 8 hours, but some security agencies provide 12 hours shift. There may be supervisor to supervise over the other security guards. The advantages of engaging the security agency is that there will not be any labour law related problems to the Society. When any security guard goes on leave, the agency provides an alternate security guard. Also, if any security guard is not found to be satisfactory to the Society, the agency may be requested to replace him. However, there is also disadvantage of engaging the services of a security agency. The security guards are changed even without the knowledge the society. The new security guard does not know the security systems prevalent in the Society with the result, the system does not work. Inexperienced security guard may be posted in the Society by the agency, and the Society becomes a training ground for the agency. One security guard works in a society in one shift and is given night shift in the other society, without both the societies knowing that the security guard works for 24 hours continuously. The efficiency in such an arrangement reduces. Even when one security guard goes on leave, the other security guard may be asked to do double shifts, without any replacement which the agency is supposed to provide. The security guard will have colleagues in neighboring societies with the same security agency, and these friends chat more than do their duties. The main gate of the Society becomes a meeting ground for such friends.

The Manager's role becomes very important. While the advantages of a security agency should be used fully, the disadvantages as stated above, must be minimized.



It is possible through a strict and vigilant supervision over the security guards and continuous interaction with the agency.

Though, pumping water and water supply management is not normally a security guard duty, in most of the Societies, to save on the man power, the duty is normally entrusted to the security guard. Even where there are no office assistant, the duty is entrusted to a security guard. Though, it is advisable not to entrust such duties to the security guard, in smaller and medium size societies, it is unavoidable.

CASE STUDY.

A society has engaged the services of a security agency to provide services to a Society as under.

Shift 1: 7.00 am to 3.00 pm

Shift 2: 3.00 pm to 11.00 pm

Shift 3: 11.00 pm to 7.00 am [next day]

No of security guards with overall duties:

Shift 1 One guard to guard the gate. [Guard 1.]

One guard as lift operator. [Guard 2]

One guard to take rounds of the building and for other duties such as water management, office assistant etc [Guard 3]

Shift 2. Same as above. [Guard 4 to 6]

Shift 3 Two guards. [Guard 7 & 8]

Total 8 guards.

A contract would have to be entered between the society and the security agency (Format given in "Appendix 3")

All Security personnel shall sign the Attendance Register immediately on reporting to duty and at the end of the duty hours. An Attendance Register should be maintained and kept in the security guard cabin.(Specimen of Attendance Register given in "Appendix 4").

DUTY OF MANAGER

- Manager must verify the Attendance Register at least once during the shift [night shift may not be possible].
- Look for late reporting, absentees, and continuation of the same security guard or posting of a new name without any information by the Agency.
- Write a letter to the Agency immediately on observing any system violation.
- Enter in your daily work report the system violation and action taken.

FUNCTIONS AND ATTRIBUTES OF THE SECURITY GUARD AT THE MAIN GATE

Main gate is the entry point for all persons/ vehicles/ goods entering the Society compound. The various types of persons entering the Society compound are :-

- a. Members and the residents.
- b. Guests visiting various members.



- c. Persons delivering various goods and services to member/s on regular basis, such as milk vendor, newspaper vendor, bread/ grocery / egg / vegetables vendors, etc.
- d. Salesmen going from flat to flat.
- e. Small repair workers to attend to minor repairs in any flat/ society building.
- f. Workers for major repair works / renovation work and supplier of materials for the same – for a flat or for the Society building.
- g. Free delivery of household articles purchased by members / residents.
- h. Delivery of household articles for repairs.
- i. Entire household articles in case of shifting in or shifting out of the flats.
- j. Vehicles of members and their guests. Etc;

Û The security guard at the gate must have a clear eye to distinguish between the various types of people coming in and going out of the Society compound.

Û He should not leave the gate unattended.

Û When he needs to be relieved, the security guard No 3 or No 6 or No 8 as the case may be must be entrusted with the work.

Û Unwanted persons should not be allowed entry.

Û He should not neglect his duty and chat with the drivers/ servants etc or with his other colleagues working in the same society or other neighboring building or any outsider.

Û He should not quarrel with any one. There may be instances when the visitors may not co-operate. He should not make an issue out of it, but report the same to the Secretary / Manager; to his Agency, and to the member concerned.

Û He should always talk politely and make requests.

Û He should never order either in words or in tone.

Û The visitor / resident must feel that he is just doing his duty and is in the interest of all concerned.

VISITOR'S BOOK

The visitor book shall be maintained at the Main Gate by the security guard at the gate [Format given in "Appendix 5"].

All guests of the residents must be allowed entry without a feeling of harassment. All residents and members and accompanied guests shall be allowed entry without entering in the Visitors book. If the security guard is in doubt, he should make the entry without taking any signatures. If a guest is repeatedly coming to any particular flat, and the security guard is very well aware of the same, the entry may be made by him without taking his signature.

DUTY OF MANAGER

Manager must verify the visitors book once in a day and ensure that the same is being maintained.

ENTRY CARD HOLDERS ENTRY BOOK

The Security personnel at the main gate will maintain the book. [Format given in "Appendix 6"]



The society should issue a circular (format given in “Appendix 7”) requesting members to give information of their regular suppliers for goods and services, such as milkman, newspaper vendor, bread / grocery / egg etc to enable the society to issue specific entry cards. The society should also take applications from such vendors (format given in “Appendix 8”) for issue of Entry Cards (format given in “Appendix 9”)

DUTY OF MANAGER

Manager must verify the book at least once a day.

Once a month, scrutinize the same. If any particular card is not used during the entire month, or sparingly used, go through the application form to find out the nature of service of the vendor and if you feel something wrong, discuss the matter with the member concerned and the security agency. If there is lapse in recording by the Security personnel, report to the Agency.

PRECAUTIONS

1. Maintain a separate file for “ENTRY CARD”.
2. Give serial numbers to the Entry Card application and for Entry Card.
3. Issue card, if found OK.
4. On cancellation of any entry card, make an endorsement in the concerned form.
5. On or around _____take further actions for issue of a fresh series of Entry Cards; by informing the members that the earlier cards are valid only upto _____ and members must make fresh applications for issue of fresh entry cards.
6. Salesmen/ Small Repair Workmen shall not be permitted without the specific request of any particular member. The Society should send a circular to the members to inform the security personnel at the gate if they want to permit entry for any salesman/ small repair workmen. The request may be recorded in the Visitors Book itself. The security personnel at the gate must be able to differentiate between a guest and a Salesman / Small Repair Workmen.
7. Workmen for major repair works / flat renovation work and the materials thereto shall not be permitted entry without the written instructions of the Secretary / Manager. The permission will be granted as per the rules of the Society [Refer Separate section on this]
8. Vehicles of members must be given entry. If visitors parking is available within the compound, the car number must be entered in the Visitors book down below the name of the visitor and the guest/ driver must be guided where to park the vehicle. If visitors vehicle parking is not permitted, the visitor/ driver must be told to park the vehicle outside the gate at an appropriate place.
9. When a household article is taken out from a flat by a person other than a member, the member must inform the Security in advance, or the person must get a gate pass from the member concerned. Where there is no printed gate pass system, at least a written note must be sent with the person.



10. When the residents shift their entire household articles in or out, there should be written instructions from the Secretary / Manager.

DUTY OF A MANAGER

These things happen very regularly and will come to your knowledge. Make surprise checks on these to ensure that the system works satisfactorily. System failures must be reported to the agency immediately.

FUNCTIONS & ATTRIBUTES OF A LIFT OPERATOR.

- Û Do not overload the lifts with more than the capacity number of passengers.
- Û Minimize the usage of lift by taking as many passengers as possible at a time, and judiciously deciding whether to go up or down from mid path.
- Û Do not allow heavy articles such as Air Conditioners, Fridge etc to be carried in the lifts.
- Û Do not allow flat renovation / repair materials such as wood, sand and cement to be carried in the lifts.
- Û Do not allow long articles, which may scratch the lift interior to be allowed to be taken in the lifts.
- Û Keep the lift interior clean. Clean the entire lift car twice daily. Do not allow dust to settle.
- Û Give precedence to Members and their guests over servants and workers.
- Û Do not hold back the lift on any floor expecting passengers, thus causing inconvenience to others who need the lift.
- Û Do not leave the lift unattended. When you have to be relieved, call the security guard no 3, 6 or 8.
- Û In the case of milk vendors, newspaper vendors etc who are required to go to many flats at a time, take them to the top floor and request them to walk down the staircase.
- Û In case of stranger, ask the flat number and wait till the flat owner opens the door and allows the stranger entry into his flat.
- Û In case of unaccompanied small children, wait till the flat door is opened by the parents or occupants.
- Û Give special attention to sensitive flats for any abnormal visitor:- Where only one person lives, where only ladies stay or where senior citizens stay etc. or where suspicious strangers visit especially during odd hours. Report such visits to the Secretary and your agency.
- Û Be alarmed, if a visitor goes up to one floor and goes down from another floor. Make enquiries as to the reasons. If need be take him to the concerned member for clarification.
- Û Be polite with every passenger.
- Û Sitting inside the lift car for eight hours may not be possible. Occasionally, you may stand at the ground floor level near the lift door and allow passengers to go by automatic mode of the lift.



- Ø In case of power failure or any emergency situation, do not allow the passengers to get panicky. Give them assurance that the other security guard will assist in bringing the lift to the nearest floor level.
- Ø Any abnormal functioning of the lift, even minor ones, must be recorded in the lift maintenance Register held with you and reported to the Manager immediately. In such cases, the lift must be taken out of operation immediately.
- Ø Where there are two lifts, put the lifts into use on alternate days to have uniform usage of the lifts.

Lift irregularity functioning Register to be maintained by the Manager (format given in "Appendix 10").

DUTY OF A MANAGER

As soon as an irregularity is observed by the lift operator / or reported by any occupant, inform the same to the lift AMC Contractor and note the date and time of information. If it is not attended within a reasonable time, remind the AMC Contractor and note the date and time of reminder/s.

Once a month, scrutinize the register for any repeated irregularity, and bring to the notice of the AMC Contractor through a letter for immediate attention as to why this happens and to rectify the same. Repeated and often breakdown of any lift is a danger to the passengers and small irregularities if unattended to may lead to a major break down.

The AMC people may tend to ignore small irregularities stating that they are normal or not dangerous. Do not be carried by these statements. Keep the lifts devoid of any irregular functioning, even the minor ones. It is their duty to attend and rectify all irregularities.

Check the lift car for cleanliness. Travel by lift at least once and observe that the lift is functioning properly. Observe for minor irregularities in functioning such as for any noise, uneven landing, door not opening fully etc.

DUTIES AND ATTRIBUTES OF SECURITY GUARD NO 3 OR 6 OR 8

In our case study, security guard no 1 is at the gate, security guard no 2 is attending the lifts. security guard no 3 does all other functions. These functions are:

- a. Take rounds of the building.
- b. Operating the water pumps.
- c. Oversea car park arrangements.
- d. Work as a reliever to other security guard.
- e. Work as office assistant.

§ At least twice in a shift, he must take rounds of the building. Go to the terrace by lift, and climb down through the staircase. Observe any unusual activity on any floor and report it to the Secretary. If any personal belongings is stacked on the staircase areas/ terrace areas request the member to remove them. Report to the Secretary/ Manager, if not removed.



- § At least once every hour, go round every nook and corner of the building. Observe any unusual activity inside and outside the building and report to the Secretary. If any building construction materials such as Cement/ sand / rubbish is found anywhere, without permission, request the member to remove them. Report to the Secretary/ Manager, if not removed.
- § Inspection Records Register (Format given in "Appendix 11") shall be maintained at the terrace and the security guard Cabin.
- § The security guard, including night security guard taking rounds should sign these Inspection Record Register whenever he takes rounds.

DUTY OF A MANAGER

Verify the Inspection Record Register at least once a day.

PUMP OPERATIONS

- Û All the eight security guards posted in the Society must know the pumping operating system so that whenever a substitute is posted, the pumping can be done by the remaining knowledgeable security guard.
- Û Where there is more than one overhead tank, the normal time required to fill the overhead tank is known to the security guard normally operating the pumps. An operation manual must be prepared in consultation with the Society and hung in the pump room.
- Û It will be the duty of the pump operator to keep the pump room clean and devoid of any unwanted article.
- Û Do not allow water overflow either into the underground tank or out of the overhead tanks. Inspect the water levels before start of the pump for knowing the time required for pumping.
- Û Any abnormal functioning of the pumps, even minor ones, must be recorded in the pump maintenance Register held with you and reported to the Manager immediately. In such cases, the lift must be taken out of operation immediately.
- Û Where there are two pumps, put the pumps into use as to have uniform usage of the pumps.

Register to be maintained (format given in "Appendix 12") .

DUTY OF A MANAGER

Where there is no AMC given, call the regular repairer to give a quote for the repair work and get the same repaired after obtaining sanction from the Secretary. Where there is AMC, the same procedure as for the lift should be followed.

Visit the pump room at least once a day, preferably during pumping hours and observe that the pump room is clean and the pumps are working properly.

PARKING

- Û The security guard must ensure that the vehicles of members / outsiders are parked in the right places.
- Û Do not allow parking by others in spaces not allotted to the members, even if they are not used by the concerned member.



Û Where visitors parking is allowed, guide the visitor to park his vehicle in the right place.

Û Where parking spaces are not allotted, guide the members to park their vehicle in a disciplined way.

Û If children are at play, be attentive while a member / visitor parks his vehicle, especially, while reversing and guide the member/ visitor and monitor the children.

RECORDS TO BE MAINTAINED.

A car parking register should be maintained by the Manager and a copy thereof should be given to the security guard (format given in "Appendix 13").

This must be updated every month; prepare a fresh statement for every month and the previous month record must be preserved in a file.

CAR PARKING VERIFICATION REGISTER.

This should be maintained by the security guard. He should take the physical inspection of the cars registered on six days in a month at different hours, including night hours in consultation with the Manager and record the same. Ideal will be two inspections in each of the time slots of three shifts.(format given in "Appendix - 14")

DUTY OF A MANAGER

Scrutinise the statement for any members' vehicle not being found parked on all the five occasions during inspection and get confirmation whether the vehicle is being parked or not. If the vehicle is not being parked during the entire month, get clarification from the member. If the member has disposed off the same, get confirmation from member so as to discontinue to charge the vehicle parking charges.

Scrutinise for unlisted vehicles and see whether they belong to visitors. Cross check with the visitor's book. If the vehicle belongs to the member, get confirmation from the member so as to start charging vehicle parking charges, or allotments being made.

Where there are allotment of spaces, this information is useful for cancellation of the allotments and issue of allotment letters to waitlisted members.

This information is also useful in solving disputes with members regarding charging of vehicle parking charges.

RELIEVER / MANAGER

Û The security guard will also work as a reliever to the other security guard. He must be aware of the Security system and lift operating System.

Û The security guard will also function as a Office Assistant.

Û The work that may be allotted to an Office Assistant should be :-

- Outdoor duty such as banking, payment of various bills, getting letters typed / Xeroxed from outside / postage etc.
- Distribution of Circulars / Notices / Bills/ Receipts etc to members.
- Calling a plumber / electrician for work of the Society etc.
- Switching on / off the common lights.



He must finish the job at the earliest and report to the Manager.

Manager must ensure that he does not take the opportunity of outdoor duty to squander his duty hours.

NIGHT SECURITY GUARD.

During night shift i.e. 11.00 pm to 7.00 am, the two night security guards must be very vigilant.

Night shift personnel shall:

- Ø Verify the visitors book to see whether any visitor who is expected to leave has left or not. If he has not left, get confirmation from the flat which he has visited.
- Ø Verify that all the vehicles are locked properly.
- Ø Verify whether there are any strangers in the Society compound.
- Ø Verify whether there are any visitors' vehicles parked inside the compound or outside the compound. It is reason for concern.
- Ø Verify whether the terrace door is closed & locked and record the same in the Terrace Inspection Record Register.
- Ø Walk down the staircase to ensure that nobody is hiding there.
- Ø Keep the main gate locked and record the same in the Ground Inspection Record

REGISTER.

- Ø If there are security gates, lock the security gates.
- Ø Switch off the unwanted lights as per the standing instructions of the Society.
- Ø If any security guard is feeling sleepy, inform the other. Under no circumstance, the two should sleep simultaneously.
- Ø Take rounds of the building premises at least once every hour.
- Ø Activities of vendors will start early in the morning. Be very vigilant during this hour since the residents will be sleeping and there are no other activities.
- Ø Monitor the lift operations to ensure that the lifts are not misused by the vendors.

DUTY OF A MANAGER

There is no direct supervision by the Manager on the night duty security guard in view of the different working hours. The Manager / Management must rely much on the complaints / observations by the members. Hence, it is very important that the members participation in monitoring the security arrangements during night shift must be encouraged. A complaint book, with a pen / pencil must be kept at the entrance and members must be encouraged to write their observations in this book.

Night Duty Observation Register to be maintained (format given in "Appendix - 15")

If any member makes any observation, write him an acknowledgement letter the very next day, and take action, if the observations are of the nature of complaint or deficiency in service.



MOST IMPORTANT

No security guard shall be allowed to do personal work of any member either free or any payment.

Security guard will assist the sick, aged and small children.

HOUSE KEEPING CLEANLINESS

The cleanliness of the society compound, staircases, terraces, pump room, society office room, lift rooms, lift cars, security guard cabin and such other common property of the Society premises is being kept through house keepers appointed by the Society for this purpose. Of late, many housekeeping firms have come up undertaking these services.

The house keeper normally reports in the morning, collects the garbage from the flats, and sweeps / mops other common areas of the premises. Unless the house keeper is constantly monitored, the house keepers tend to reduce their workload by not cleaning properly. A clean and neat building is the one the members look at. The Manager's function is to ensure that a system is in force, and the premise is clean. Quite often, the house keeper finishes his job before the Manager reports to duty. System must take care of such a situation.

MONITORING SYSTEM

Define the work schedule of the house keeper as per the society requirement. It may differ from society to society. Not all work is expected to be done on a daily basis. Some work such as terrace cleaning can be done on a weekly basis. Dusting of all staircase walls and grills can be done once in a fortnight.

A Sample Work Schedule:

Daily Work Schedule: Collection of garbage from each flat.
Sweep staircase and common passages.
Mop the common passages.
Clean the office room, lift cars, pump room, security guard cabin etc- both sweeping and mopping.
Sweep the common ground.
Sweep the garden area.
Clean the common toilet of the Society.

Weekly Schedule: Clean the staircase and staircase landings by watering and mopping.
Sweep the terrace area.
Dusting of the staircase and common passage walls and grills.

Monthly Schedule: Sweep the chajja area on the first floor level.
Removing webs in all common areas / staircase

For Weekly schedules and monthly schedules, the work can be staggered over different localities – say, wings, so that it covers the whole of the building within the scheduled cycle.



In order to monitor the work of the house keeper involve the members of the Society or the security guard on duty. Keep House keeper monitoring record (format given in "Appendix -16").

The Manager will prepare the work schedule of the house keeper for the next day before he leaves the office on the previous day.

The confirmatory signature/s can be obtained from any particular member from each floor, or from the security guard.

The Manager, on reporting, should verify the cleaner's work schedule register and while taking rounds inspect that the work has actually been carried out. The Manager, while taking rounds should also look for lack of cleanliness, and record the same as a work schedule for the next day. If need be, the manager should instruct the cleaner to be present the next day for oral instruction. If the cleaner is available during the working hours of the manager, once a week, take a joint inspection of the premises along with the cleaner for on spot instructions.

The House keepers have to be provided with cleaning materials. To monitor the cleaning material utilization, Cleaning material supply register may be maintained (Format given in "Appendix -17")

DOS AND DON'T.

- § Do not allow the house keeper to dump the garbage inside the premises and segregate materials for reuse. The materials must be taken in the garbage bin and disposed off at the space allotted by BMC.
- § Give a space for storing cleaning materials.
- § Do not permit child labour. Normally, entire family of the house keeper helps the house keeper to finish the job fast. Do not encourage this.
- § Cleanliness is a continuous function. Do not allow cleaning work to be postponed the next day.
- § Continuous monitoring is key to the success of keeping the premises clean.
- § Request the members not to throw rubbish / vegetable skin/ papers etc from their flat windows.
- § Request the members to segregate dry and wet garbage and dispose them off in plastic bags. Provide the members with plastic bags on a monthly basis.
- § Maintain an attendance register for the house keeper.

GARDENER

A well and green garden is the envy of everybody. In a jungle of concrete buildings, each building has to develop and maintain a good garden. Unless monitored properly, the gardener tends to just water the plants, leaving aside the main function of development and up keeping.

Garden development and up keeping is not a continuous job. It is more often seasonal. In consultation with the gardener, develop an annual plan (format given in "Appendix -18"). The plan should contain:-



- a. Requirement of fertilizer – natural as well as chemical.
- b. Replacement / loosening of soil.
- c. Requirement of pesticides.
- d. Requirement of plantation.
- e. Requirement of trimming.

U The gardener has to clean the garden area, and water the plants on a daily basis.

U The gardener has to trim the small bush type plants on a regular basis. Keep a time schedule for the same.

U According to the annual plan, provide the gardener with fertilizer, soil, plants etc.

DUTY OF MANAGER:

When on rounds, look for improvements that can be made to the garden. Have a weekly or monthly discussion with the gardener for betterment.

PLUMBER

Some societies appoint a plumber on their pay rolls, either on a part time basis or on call basis.

Define the work function of the plumber very clearly.

The plumber is expected to ensure that all the plumbing lines, water lines, flushes etc, are in proper working condition. A plumber appointed by the Society is expected to inspect all the water outlets such as faucets, flushes – both common to the society and the flats for any water leakage / dropping. Ensure that the plumber visits each flat at least once in a month for inspection. Further, as and when there is a complaint from any flat, the plumber has to attend the same.

To monitor this, a plumber register is to be maintained. (format given in “Appendix -19”)

Manager has to monitor this register once a day, and if any complaint is unattended, he has to seek explanation from the plumber and ensure that there is no undue delay. Verify for the correctness of the reason given by the plumber by discussing with the member concerned.

If any work requires expenditure sanction, an estimation of the same has to be obtained from the plumber, and placed before the Secretary for sanction.

ELECTRICIAN

The society may engage the Services of an Electrician on its role. The Manager has to ensure that the Electrician discharges his duty fully.

The functions of the Electrician are

U To replace all fused bulbs / tube lights / fuses etc.

U To provide for additional points wherever required.

U To keep the electrical meter room clean and to ensure that the wiring is done in an orderly way.



Electrician Complaint register should be maintained (Format given in "Appendix – 20")

Whenever a bulb/ tube light etc is replaced, the electrician has to take the signature of the member occupying the nearest flat. The bulb/ tube light can be replaced on inspection or on receipt of a complaint from any member.

Monitoring the replacement of bulbs / tube lights is required to analyse for any pilferages / or abnormality of any particular electrical point.

A bulb / tube light replacement register is required to be maintained for this purpose. (format given in "Appendix 21")

Manager has to monitor the Register once a month, to look for any abnormality.

Complaint Forms

Instead of the Plumber Register / Electrician Register, it is suggested that a booklet may be printed, each page with two additional duplicates. The pages must be serially numbered. The original to be given to the member for his remarks after the work is completed, collected and returned by the plumber / electrician to the Manager. The second copy to be given to the plumber/ electrician etc who has to undertake the work. The third copy shall be removed and filed separately along with the first copy in a separate file. Thus, at any given time, the complaints unattended will be known to the manager for following up the same with the concerned person. If there is delay in attending to the complaint, explanation from the person can be sought. The explanation may be written on the reverse of the third copy from time to time. [Format given in "Appendix 22"]

STATUTORY REQUIREMENTS

Managers are required to refer to the Bye-Laws for details on the subject.

The Society is required to maintain statutory registers as under :-

- a. Share Certificate
- b. Form I
- c. Form J
- d. Share Register.
- e. Share Transfer Register.
- f. Property Register.
- g. Lien Register
- h. NOC Register

SHARE CERTIFICATES

The Share Certificate is to be issued to the members within 6 months of calling the First Meeting of the General Body.

The Shares Certificates is to be issued in name/s which appear in Form "A" submitted to the Registrar at the time of Registration of the Society. If the Chief Promoter of the Society fails to hand over copies of the agreements entered into



between the respective flat purchasers and the builder, a copy of the same has to be obtained from the concerned flat owner before issue of the Share Certificate. If the name as it appears in form "A" differs from the name/s as it appears in the agreement of sale, the flat owner concerned must be asked to give a letter in writing pointing out the discrepancy with a request to rectify the same and to issue the Share Certificate in the name/s as it appears in the Agreement of sale. The Managing Committee then should pass a resolution for rectification and issue the Share Certificate in the name/s as it appears in the Agreement. If the Share Certificate is already issued and the error is brought to the notice of the Committee at a later stage, the Share Certificate originally issued is to be cancelled and a new Share Certificate is to be issued. Alternatively, endorsement on the reverse of the Share Certificate may also be done. Mostly this happens where the agreement is in joint names and only the first name or the second name signs the registration proposal documents. Please note that to write and issue the Share certificate in name/s other than as in Form "A" there should be a request letter from the member concerned signed by all the signatory to form "A" as well as the agreement followed with a Managing Committee Resolution.

Share Certificate must be signed by three members of the Committee – The Chairman, the Secretary and a Managing Committee Member who is duly authorized by the Committee members by passing the necessary Resolution. The Share Certificate must bear the seal of the Society.

For Individuals minimum of 5 shares of Rs 50/- should be issued.

For Firms a minimum of 5 Shares of Rs 50/- should be issued.(Earlier For Firms a minimum of 10 shares of Rs 50/- were issued).

The balance sheet figure of issued and paid up share capital should tally with the actual shares issued.

The Share Certificate must be issued in the name/s as it appears in the agreement of sale of flat.

Entrance fee is Rs 100/-. If the agreement is in more than one name, for each additional name, additional entrance fee of Rs 100/- is to be collected. The names must be written in the same order in which they appear in the Agreement. (Provision for interchange of name is available)

Once the Share Certificate is issued by the Society with its seal , the same must be given to the member. The Share Certificate may be delivered to any of the members, in case of joint holders, against acknowledgement by the member. If the member is unable to collect the same personally, they may be delivered through a third party to whom a letter of authority is given by the said member. (A share certificate delivery book may be maintained to keep track of the Share Certificates. Format Given in "Appendix 23")

ISSUE OF DUPLICATE SHARE CERTIFICATES

If a member has lost and or misplaced his/her/their share certificate, he /they may apply for issue of a duplicate Share Certificate. When such an application is received,



verify as to whether the original share certificate has been given to the member. Also verify the Share Certificate counterfoil book, as well as the file of the member. When you are satisfied that the share certificate has been issued, the Society must arrange to publish a newspaper publication(format given in "Appendix 24"). The cost for the same is to be born by the respective member.

On receipt of the indemnity bond (format given in "Appendix -25"), and on passing the necessary resolution in the Managing Committee meeting, duplicate Share Certificate can be issued. When a duplicate share certificate is issued, give a new serial number, [Normally serial number is printed], and all other information shall remain the same as it would have appeared in the original share certificate. On the top portion of the Share Certificate, make a note "Duplicate Issued in lieu of Share Certificate No ____ ". The Form I and Share Register must be entered with the new Share Certificate no, with remarks that the original Share Certificate has been reported lost and duplicate is issued.

FORM I REGISTER

The Register (format given in "Appendix 26") must be entered in the order in which the Share Certificates are written. The columns are self explanatory. The bottom most portions in the I Form Register are meant for recording the transfer of shares. All other columns must be filled up. If the Share Certificate is not issued in accordance with the sequence of Flat Nos, for easy identification of the page no, an index may be created and pasted to the first page of the I Form Register. Whenever a share is transferred, open a new folio.

FORM J REGISTER

The Register (format given in "Appendix 27") must be entered in the order in which the Share Certificates are written. The columns are self explanatory. When the share is transferred, write the details in the next line.

SHARE REGISTER

The Register (format given in "Appendix - 28") must be entered in the order in which the Share Certificates are written. The columns are self explanatory. When a Share is transferred, complete the details in the relevant serial number and open a new line for the entries of the transferor.

SHARE TRANSFER REGISTER

There is no prescribed format, but it is practical to maintain a register for easy reference (The columns may be in the format as given in "Appendix - 29").

PROPERTY REGISTER

The register may be written in the order of the Flat Numbers.

LIEN REGISTER

There is no prescribed format, but it is practical to maintain a register for easy reference The columns may be in the format given in "Appendix - 30".

Whenever there is a lien letter issued / release letter received, enter the same in the Share Register and I Form Register also.



NOC REGISTER

The Society gives a letter of no objection for sale of flat on receipt of the intimation of transfer. To keep a track of such issues, especially, in big societies, it is advisable to keep a register of NOC letters issued (format given in "Appendix -31").

OTHER STATUTORY REGISTERS

Form "O" Register. [Audit Rectification Report] (format given in "Appendix - 32").

Audit Rectification Report must be submitted to the Dy. Registrar, within 3 months of receipt of the Audit Report, along with a copy of the resolution passed by the Managing Committee approving the Audit Rectification Report. The Audit Rectification Report must be entered in the Form "O" Register and Audit Rectification Report to be submitted to the Dy. Registrar is just a replicate of the Form "O" Register, and must be submitted in Form "O" form. [Xerox copy of the Form "O" register may also be sent, instead of using the printed forms].

The Audit Rectification Report records the actions taken by the Committee regarding the various comments / observations made by the Statutory Auditor.

SINKING FUND REGISTER

The register (format given in "Appendix - 33") must normally be updated every time a bill on a member is raised. However, to reduce the workload, since the sinking fund contribution from members is normally fixed, the entries may also be made on a yearly basis. However, annually, entries for interest earned on Sinking Fund investments must also be proportionately credited and entered against each member.

NOMINATION REGISTER

Whenever a nomination form is received from any member, the Nomination Register (format given in "Appendix - 34") must be entered immediately on approval of the same by the Managing Committee, and the Sr. No in the form must be written on the Nomination form before handing over the duplicate of the same to the member.

FIXED ASSETS REGISTER

Whenever a Society purchases any Fixed Assets and shown as such in the Accounts of the Society, the Stock Register must be entered. The register must also be updated on a yearly basis for depreciation

INVESTMENT REGISTER

Whenever a Society invests its funds in fixed deposits, the details should be entered in a investment register (format given in "Appendix- 35").

MINUTE BOOKS

Separate Minute books are required to be maintained for Managing Committee Meetings and General Body [Special as well as Annual General Body] Meetings. Minute books must be page numbered. Each of the minutes must be signed by the Secretary as well as Chairman. Chairman will sign in the next meeting where the minutes of the previous meeting is confirmed. Some societies maintain separate attendance register for the meetings.



STATUTORY REQUIREMENTS.

1. **Annual General Body Meetings** must be held on or before 14th of August each year. If due to some reasons the same is not possible then you are required to obtain permission of the Dy. Registrar for extension of time, well in advance i.e prior on or before 30th July. In case of failure to hold the Annual General Body Meeting by 14th of November, then the right of calling the meeting rests with the Dy. Registrar who appoints an authorized officer to call the Annual General Body Meeting. Such requests must be duly approved in the Managing Committee meetings.
2. 14 days clear notice period is required for calling of Annual General Body Meeting.
3. Quorum required for a General Body Meeting is 2/3 number of the members or 20 whichever is less. If there be no quorum, the meeting is adjourned by half an hour and can be held on the same day with the same Agenda whether there is quorum or not. Necessary notes are required to be made to that effect
4. Five clear days notice period is required for calling of the Special General Body Meeting. The quorum requirement is the same. Date and Agenda should be approved by the Committee.

Members can request the Committee to call a Special General Body Meeting. Such a requisition letter must be signed by at least 1/5 of the number of members of the Society. Within one month of receipt of such requisition, the Committee is required to call the General Body Meeting. In such a case, if at the appointed time, there is no quorum, the meeting gets cancelled. There is no need to put the adjournment clause in such a requisition meeting.

5. **Managing Committee meetings** must be called once in every calendar month, by giving three days notice to the members of the Committee.
6. **Election** to the Committee should be held once in five years. In case if a society has not adopted the model bye laws, the election should be held once in three years. On completion of the election, within 7 days, the Society must inform the Dy. Registrar, the names and addresses of the new Committee Members.
7. The elected committee members must sign the bond in **Form M- 20** (format given in "**Appendix -36**") within 15 days of assuming office and should inform the Dy. Registrar about signing of the bonds within 15 days of assuming office.

Many Managing Committee members of the society hesitate to sign the bond. However, it is important to note that non signing of bond is to invite serious repercussions. The wording of the Act is such that the member who does not sign the bond within the prescribed time ceases to be a member of the Committee. The Dy. Registrar can by an order dissolve the entire committee if the members of the Committee do not sign the bond and intimate the Registrar within the prescribed time.



The bonds are required to be held held in the custody of the Secretary and it is not mandatory to send the same to the Dy. Registrar.

STRUCTURAL AUDIT

Structural Audit is mandatory. For buildings which are 15 years or more, structural audit must be conducted once in every three years, and for others, the structural audit must be conducted once in every five years.

INSURANCE OF THE BUILDING

It is mandatory to insure the building against Fire and other natural calamities.

AUDIT

The Society must get the accounts audited by an Auditor who is on the panel of the Registrar. The Auditor must be appointed by the General Body. There are two types of Audits. 1 – Internal Audit. 2. – Statutory Audit. The internal audit can be conducted by any member / outsider. The Audit Rectification Report must be submitted to the Dy. Registrar even in case of Internal Audit. The statutory Auditor is a deemed appointment by the Dy. Registrar. The Statutory Audit report must contain Form 28 and Form 1, besides the normal audit certification.

Within three months of receipt of the Audit, **Audit Rectification Report in Form "O"** must be filed with the Dy. Registrar.

TRANSFER OF SHARES

Any person who has made an agreement with the builder for purchase of a Flat in a building should become a member of the Society. For becoming a member of the Society, one of the preconditions is that he must have made an agreement for purchase of a Flat in a building. Thus, the total number of members in a Society cannot exceed the number of flats in the building. When a member sells his flat, he should also resign from the membership of the Society and transfer his shares to the purchaser.

TYPES OF TRANSFER OF SHARES .

- a. Due to sale of the flat.
- b. Due to inheritance of the Flat by the legal heirs of the member who expires.
- c. Due to gift of the flat.

PROCEDURE FOR TRANSFER OF SHARES ON ACCOUNT OF SALE OF THE FLAT.

When a member intends to sell his flat to any third party, he submits a form – Notice of Intention to sale in Form 20(1) signed by the member, and Form 20 (2) signed by the intended purchaser.

On receipt of such a notice, the Manager must verify the following.

- a. Whether the member has any outstanding dues to the Society?



- b. Whether the Society has issued any lien letter to any financial institution ?
 [Refer Form "I", Share Register, Individual File of the Member, Lien Register.]
- c. Whether the member has been a member for the last one year. [No share can be transferred unless a member has completed one year in membership.]

After verifying the above a no objection letter can be issued, an interview of the prospective purchaser can be arranged with the Committee Members basically to know the purchaser/s, and make him understand the rules of the Society so that he is not misled by the seller.

On issue of the NOC letter, please enter in the NOC register (format given in "Appendix- 37").

On receipt of the documents, verify the documents.

Agreement copy	The Agreement must be properly stamped and Registered. Go through the Agreement, and verify that there are no clauses which are not acceptable to the Society. Obtain notarised copy. If the agreement is signed by any power of attorney holder, obtain a copy of the power of attorney, verify that the P A holder has the authority to sign the document.
Membership Application form	Verify that all the details of the new member are given, and that all the blanks in the form are entered.
Share Transfer Application	Verify that all the details of the new member are given, and that all the blanks in the form are entered.
Declaration by the Purchaser regarding usage of the flat for which it has been purchased.	Should be on Rs 100/- stamp paper. Stamp paper must be purchased in his name. The document must be filled in properly and dated.
Declaration under ULC Act by the Seller	Should be on Rs 100/- stamp paper. Stamp paper must be purchased in his name. The document must be filled in properly and dated.
Declaration under ULC Act by the purchaser	Should be on Rs 100/- stamp paper. Stamp paper must be purchased in his name. The document must be filled in properly and dated.
Income Tax Department Consent.	Applicable where the agreement value is Rs 75 lacs or more. notarised copy should be obtained.
Resignation letter by the seller	There is no prescribed form.
Handing over possession of the flat	There is no prescribed form.



Besides these forms, for a limited company,

Board Resolution.	Board Resolution for sale / purchase of the flat duly certified.
Copy of the Memorandum & Articles of Association.	
List of Directors.	

For a partnership firm, notarised copy of the partnership deed should be obtained. Besides, there should be a letter of consent and authority signed by all the partners authorizing one of the partners to sign the documents.

For a proprietary concern, the member may be asked to furnish a declaration on Rs 100/- stamp paper that he is the proprietor of the firm.

It must be noted that the Membership Application Form and Share Transfer Form are different for individuals and Corporate bodies. The relevant form must be used.

Once the documents are found to be in order, collect the necessary payments.

U Share transfer Fee: Rs 500/- from Transferor.

U Membership Entrance Fee: Rs 100/- from the Transferee and additional Rs 100/- per additional name appearing in the Agreement. The membership form must be signed by all such signatories.

U Share Transfer premium: Collect Share Transfer premium from Transferor as per rates fixed by the society (limit is Rs 25000/-).

U The Receipts for the Share Transfer premium should be made in the name of the Transferor.

U Maintenance Charges arrears: All the maintenance charges should be cleared.

U All corporate bodies must have a minimum of 10 shares in the Society and individuals must have a minimum of 5 shares. Normally, all societies issue 5 shares of Rs 50/- each to its members. Thus, when an individual sells his flat to a corporate body, it is required that five additional shares should be issued and thus, the member must be asked to pay an additional Rs 250/- towards the Share money.

U Where a corporate body has been issued with ten shares, five through transfer and five through additional contributions, it is advisable to cancel the original share and issue new share certificate for 10 shares to the member.

U Once these are found to be in order, prepare a checklist and present to the Managing Committee for approval.

U A specimen resolution that may be passed approving the transfer of shares is given here below.

"Resolved that the application received from Mr/Ms/M/s _____ of Flat No: _____ for transfer of his/her/their shares, right, title & interest in Flat No: 601 in the building of the Society known as " _____ " and interest in the capital /property of the Society to _____ and the application for



membership received from _____ be duly considered and be and is hereby approved".

"Further Resolved that the transfer of Share Certificate no _____ for 5 shares of Rs 50/- each with distinctive numbers from ____ to ____ be and is hereby approved and be transferred in names of _____"

"Resolved Further that _____ be and are hereby duly admitted as members of the Society".

"Further Resolved that with the transfer of the shares, right, title and interest as above, _____ ceases to be member of the Society and his/her/their Flat No: _____ in the building "_____" stands transferred in names of _____ who have been duly admitted as members of the Society".

"Resolved Further that the Chairman and Hon. Secretary be and are hereby authorised to carry out the necessary changes in all records of the Society as per above decision".

The Managing Committee is fully authorized to approve the transfer of shares and admission of new members, though many societies still put it as an item on the agenda for the Annual General Body Meeting. This is not necessary. For the purpose of information to the members, such a list can be included in the Report of the Committee to be placed before the Annual General Body Meeting.

Once the Managing Committee approves a transfer, the following records must be immediately updated.

Ü Share transfer Register.

Ü Share Register.

Ü Form "I"

Ü Form "J"

Ü Share Certificate.

Ü Instruction to the Accountant for change of name in the bills to be raised.

Ü If the new member does not have any vehicle and the previous owner had a vehicle, instruction to the Accountant not to charge vehicle parking charges.
[Or vice versa]

Ü A letter of intimation to the member [Refer Bye-Laws for the specimen]

TRANSFER OF SHARES ON ACCOUNT OF DEATH OF A MEMBER.

NOMINATION

Nomination means appointing a person in one's place. It is a process by which a Member of a Society intends to transmit his rights of membership to a person or persons of his choice. In other words, it is a facility available to a Member to make his intention known to the Society as to how his Flat should be transferred after his



death. Though there is a prescribed form, and it is advantageous to use it, a nomination in any other form is still valid if it is in agreement with Rule 25. A valid nomination should (1) be in writing, (2) contain particulars of the name/s of nominee/s, (3) specify the percentage of share of each nominee (with the total being 100%), (4) be signed by the member, (5) be attested by two witnesses. The acknowledgement of the nomination by the Secretary shall be deemed to be the acceptance of nomination. Nomination ensures easy and hassle-free transfer of Flat in the name/s of nominee/s. Nomination may be revoked or varied by any other nomination.

A member by filing his Nomination can make the transfer of his shares to his legal heirs much more easier. Hence, it is very necessary that all the members file their nominations. When a sale of flat takes place, along with the letter intimating approval, the member may be handed over a nomination form to be filled in by him. Thus, the Manager can ensure that all the members file their nominations.

The nomination form comes in triplicate. The third copy can be handed over to the member as an acknowledgement for having filed his nomination. On receipt of the nomination form, verify that all the blanks are filled in properly and no blanks are left.

The nomination must be witnessed by two persons. Verify the signature of the member signing the nomination form with the application for membership. This is particularly required where the member himself does not come to hand over his nomination, but is submitted by the nominee.

Nomination can be made in one name or more than one names. Where the nomination is made in more than one name, the share of each of the nominees must be entered. Where the nominee is a minor his date of birth should be declared.

On approval of the nomination by the Managing Committee, the same has to be written in the Nomination Register, and Form "I" register. The Sr. no in the Nomination register must be entered in the nomination form along with the date of the Managing Committee in which the same was approved and handed over to the member against acknowledgement. The original should be with the Society and the 2nd copy should be handed over to the member.

Where an agreement is made in joint names, each of the members can nominate their nominees separately or jointly.

On the death of a member, the flat will be transferred to a person or persons nominated in accordance with the rules, or, if no person has been so nominated, to such person as may appear to the Managing Committee to be the heir or legal representative of the deceased Member. (Note: In case of death of a Member who nominated no one, the Society will follow certain legal procedure before transferring the flat and the heir/ legal representative will have to furnish an Indemnity Bond along with the usual documents applicable).



When a member dies, on getting the information, the manager must verify the Form "I" register and the Nomination Register for any nomination that has been registered. The nominee may be informed by writing.

Where there is only one nominee, the nominee must give an application form in form as per Appendix 15 (refer bye laws), along with a copy of the death certificate and submit other forms :-

- U Declaration for using the flat for which it has been purchased.
- U Declaration under ULC Act [By the transferor] , and pay Share Transfer fee of Rs 500/- and membership admission fee of Rs 100/-.

The Managing Committee can then by a resolution, transfer the shares in the name of the nominee. Once the Committee has approved, all the records must be updated similar to the way the transfer is approved on sale of the flat.

Where there is more than one nominee, the share can be transferred in one name only or in joint names of all the nominees. If the nominees want that the share must be transferred in only one name, the remaining nominees must relinquish their rights over the flat / shares in favour of the one in whose name the share must be transferred besides furnishing an indemnity bond. If the nominees want that the share must be transferred in joint names, all the nominees must furnish an indemnity bond. Application form, other declarations and share transfer fees and entrance fee must be paid accordingly.

Where the share certificate is in joint names, and one of the member dies, while transferring the share certificate, his name will be replaced with the name/s of the nominees followed with / preceded with the other name/s in the same order in which they are written initially.

Application form, indemnity bond etc are given in the Bye-Laws.

Where a member has made nominations, and after his death, other members of the family / legal heirs make claims on the Society, the Managing Committee should not act on the Nomination form, but instead ask the contending legal heirs to obtain a succession certificate from the court or where the member has made a will, to probate the will and submit. It must be understood that nomination facility is only to act as a Trustee for the legal heirs and does not give legal right of the legal heir over the property. Where the legal heirs do not have any disputes, the nomination is an easy way of transmission of shares.

Where a Member dies without making any nominations, but has made a will, the legal heir may be asked to furnish a copy of the will duly probated by the Court. On receipt of the death certificate copy, copy of the will duly probated, and an application for membership along with the entrance fee and share transfer fee, the Managing Committee can approve the transfer.



When a Member dies without making any nominations the Society may on its own / on getting claims by the legal heirs arrange for publication of a notice in two local news papers inviting applications from legal heirs (As per format given in "Appendix -38"). The format is as per Bye-Laws. This should also be published on the notice board of the Society. On receipt of the claims by the legal heirs, the concerned legal heirs must produce membership application form, indemnity bond as per Bye-Laws, and pay the Share transfer fee and Entrance Fee. Where there are more than one legal heir, and only one legal heir makes an application form, the other legal heirs must furnish the affidavit of relinquishing their rights over the property and the shares, in which case, the share can be transferred in only one name.

HOW DOES A NOMINATION DIFFER FROM A WILL?

Nomination by itself does not give any nominee ownership rights over the flat. Whenever there is a dispute over the estate of the deceased member, it is the Will that prevails over the nomination. However, it is to be noted that the dispute over the estate of the deceased member is the one between his legal heirs, and not between his legal heirs and the Society. As such, once there is a valid Nomination, the Society must act as per that Nomination. If there is a Will contrary to the Nomination, it does not concern the Society. It is for the beneficiary or beneficiaries to sort it out.

TRANSFER OF SHARES BY GIFT.

Where a member makes a gift of his property to another family member, the formalities for transfer of shares through sale of the property should be followed. Only difference is instead of sale deed, there will be a gift deed. Gift made to family members attracts a lower stamp duty.

Deletion of name in a Share Certificate.

A member may want to delete his name from the share certificate and retain only one name in the Share Certificate. IN such a case, the member must be asked to make a gift of his share of the property in favour of the other name in the Share Certificate. Without a gift deed, the name cannot be deleted from the Share Certificate.

Associate Member.

Where a member wants that another person's name also should be added in the Share Certificate, he has to file his Associate Membership application form along with entrance fee. On receipt of the application for Associate Membership, the same has to be approved by the Committee. Form "I", Form "J", Share Register must be entered. Share Certificate must be endorsed with the new name along with the existing names. That the new name is an Associate Member must be entered in brackets to distinguish between a Joint name in the Share Certificate and an Associate Member. The rights of the Associate Member is restricted to participate in the affairs of the Society. In the absence of the member, he can attend the Meetings; he can contest the elections [along with a letter of authority by the member], and even hold the post of any office bearer. On the death of the member,



the rights of Associate Member cease to exist, and his name must be deleted from the Share Certificate. The Associate Member cannot make any nominations. For deleting the name of the Associate Member from the Share Certificate, the Associate Member must make an application with the consent from the member for deletion.

Many are under the misconception that when a flat is purchased in joint names, and the shares are written in joint names, on the death of any of them, the share certificate must be automatically transferred to the other remaining name. This is wrong. Unlike Company Shares and Bank deposits, the Shares of a Co-operative Society do not get transferred on the basis of "Either or Survivor". The legal heir of the expired member gets his share of the property and not the joint holder.

It may be seen from the above paragraphs that the easiest way when a share gets transferred on the death of a member is through nomination made by the member and hence for easy transmission of shares, the Managers must make extra efforts to convince the members to register their nominations during their lifetime.

At the end of each year, the manager may make a practice of writing to all the members who have not filed their nominations to make nominations immediately.

ELECTION TO THE MANAGING COMMITTEE – PROCEDURE

Normally, election is held to coincide with the Annual General Body Meetings. However, this is not compulsory.

Election should be held within the prescribed time, i.e. 5 years or 3 years as the case may be, from the date of assuming office. Thus, if the previous committee was elected for three years, say on 14.08.2000 and has held its first meeting on 20.08.2010 to elect the office bearers, the election process must be complete by 19.08.2013. Accordingly, the election should be planned.

1. At least three months in advance of the date by which the election process must be complete, prepare a provisional list of members as on 31st Dec or 30th January, in the format given in the Bye-Laws. The same should be published for one week inviting objections, the fact may be indicated in the provisional list that the member is not eligible either to contest or to cast his vote. If there are any claims coming in, such as the name of the Associate Member not being entered in the list, or where share has been transferred – the published list contains the previous name etc, the claimant may be asked to produce the proof. The Share Certificate is the ultimate proof for proving the membership rights.

2. After one week from publication of the provisional list, with corrections, if any, the final list must be published.

3. A Notice to all the defaulters with more than 60 days of outstanding dues should be given as required under the law. A specimen notice form is given herein below.



Professional Management Associates

Customised Solutions and beyond...

504, Swami Jairamdas Shopping Complex, Opp Chembur Police Station, Near Basant Park, Chembur, Mumbai : 400071. Cell : 9870039003.

Shri / Smt _____
Flat No _____
_____ Co-operative Housing Society Ltd

Dear Sir/ Madam,

It is observed from the records of the Society that there are outstanding dues of Rs _____/- towards the Society Maintenance Charges (including Major Repair Fund Contributions / Painting Fund Contributions etc, if any) as on date.

Regular demand notices were being sent to you forming part of the monthly / quarterly maintenance charges bill, but you have failed to clear the dues.

You have attracted disqualification under Section 77(FF) (c) of the MCS Act 1960 to contest the election for the post of Managing Committee Member for the period _____ to _____. However, your candidature can still be accepted as valid, if you clear the dues before filing of the nomination forms.

Thanking you,

Yours faithfully,

For _____ Co-operative Housing Society Ltd

Secretary
Mumbai
Date:

4. Simultaneously, the Managing Committee has to appoint one Returning Officer. The returning officer can be a member of the Society or any outsider having thorough knowledge of the procedure, such as an advocate or the Auditor of the Society. Normally, a member is appointed as the returning officer. This member should give a letter of acceptance and declaration that he will not contest the election and will not propose or second any of the candidates.

Format

From
Mr /Mrs _____
Flat no _____
_____ Co-Operative Housing Society Ltd

To
The Secretary.
_____ Co-operative Housing Society Ltd



Dear Sir,

Thank you very much for appointing me as Returning officer to conduct election to the _____ posts of the Managing Committee for the period from ___ to _____

As required under Election Rules, I undertake not to contest the election as a candidate nor will propose or second any other candidate.

Thanking you,

Yours faithfully,

(_____)

Mumbai

Date

5. The Members of the Society must be informed of the appointment of the Returning Officer.

Format

_____ Co-operative Housing Society Ltd

=====

NOTICE

TO ALL MEMBERS

We are pleased to note that we will be shortly completing our term of office, and as per the provisions of Bye-Laws of the Society, the Committee has decided to hold elections to the _____ members of the Managing Committee, (including one reserved for lady member) for the period from _____ to _____. The Committee has appointed _____ of Flat No _____ as RETURNING OFFICER.

The Returning Officer will shortly finalise the election program and the same will be published on the notice board of the Society.

The provisional list of members as on 31.03._____ has been published on the Notice Board. Members are requested to verify the same and intimate in writing to the Secretary of any discrepancy, along with the proof of their contentions such as Xerox copy of the Share Certificate or such other document, within a period of 8 days from the date of publication of the provisional list. The final list will be published immediately after the expiry of the 8-day period.

We request the members to come forward to shoulder the responsibility by filing their nomination forms for the post of the Managing Committee Member. We also request all the members to extend co-operation to the Returning officer in discharging his duties as Returning Officer and in conducting the elections peacefully.

For _____ Co-operative Housing Society Ltd

Hon. Secretary.

Mumbai

Date



6. A specimen election Schedule is given below. This schedule is prepared and signed by the Returning Officer.

Format

_____Co-operative Housing Society Ltd

ELECTION PROGRAM

SI No	Program	Date	Time	Remarks
1	Date of publication of Election Notification			Please see Notice Board of the Society
2	Last date for making nominations			Please obtain acknowledgement from the Society manager who is authorized to issue acknowledgement form.
3	Date of publication of list of nominations received.			Please see Notice Board of the Society
4	Date of Scrutiny of nominations			In the Society Office Room. Candidates/ their authorized agents may be present during scrutiny.
5	Date of publication of valid list of nominations			Please see Notice Board of the Society
6	Date by which candidature may be withdrawn.			Society Manager is authorized to accept withdrawal letters.
7	Date of publication of final list of Contesting candidates.			Please see Notice Board of the Society
8	Date and time during which and the place at which the poll shall be taken.			Candidates / their authorized agents may be present 15 minutes before the commencement of voting to verify the blank ballot box.
9	Date, time and place for counting of votes.			Candidates / their authorized agents may be present during counting.
10	Date of declaration of results of voting.		Immediately after counting of the votes.	Final Declaration of the result of election will be done by the Chairman in the next General Body Meeting.

(_____) Returning Officer.
Mumbai
Dated

7. Keep sufficient number of nomination forms. The format of the nomination form is annexed to the Bye-Laws. The forms can be either given to all the members or to those who request the form to be given.

8. Follow the time schedule of the election.

a. Publication of the Election Notification. : Format is given in the bye-laws.



- b. Publish the list of nomination forms on the date fixed. [The list can be arranged alphabetically.]
- c. **Scrutiny.**
This is the most important stage of the election.
A member is disqualified if
- (a). The member is in arrears for more than 60 days after the same has become due for payment, and for which notice as stated earlier has been issued. The member can pay the amount on the date of the scrutiny through a bank pay order / by cash.
 - (b). The member has not completed two years as a member of the Society as on the date of scrutiny.
 - (c). The candidate is not properly proposed and seconded.
 - (d). In case of associate member, the candidate has not furnished a letter of consent from the member to contest the election. [The format is available in the Bye-Laws book]
- The candidate may be given an opportunity to rectify the defect in the nomination form at the time of scrutiny. If the defect is not rectified / not possible to rectify, the nomination form must be rejected and reason for rejection must be intimated to the candidate within 24 hours of date of scrutiny. The reason must quote the Election Rules Number / Section / Bye-Law number under which the candidate cannot contest the election.
- d. Immediately on scrutiny, the list of candidates must be published . The names must be arranged alphabetically.
- e. The candidates must be given 15 days statutory time for withdrawal.
- f. After the date for withdrawal is over, the final list of contestants must be made and published.
- g. It must be noted that there are reserved seat for women candidates. Hence, each woman candidate must indicate whether she contests for a general seat or for a reserved seat. The number of reservation is as per the Bye-laws.
- h. If balloting becomes necessary, the manager must prepare the ballot paper [as per specimen in the bye-laws.] . The manager must also prepare the ballot box.
- i. After the balloting is over on the date and time fixed, the votes should be counted and the votes polled by each candidate must be tabulated, and a list of the candidates with the number of votes polled must be immediately published on the notice board of the Society.
- j. The returning officer must also immediately inform the Chairman about the candidates that may be declared elected.
- k. The declaration of the election is done in the General Body Meeting to be held immediately on completion of the election process.

MISCONCEPTIONS.

1. Members who are defaulters cannot vote.
2. If revised set of Bye-Laws is not adopted, the two year waiting period for contesting or casting a vote does not apply.
3. The Associate Member cannot contest and hold any post.



4. Election Rules are not so strict for housing societies, especially, for small societies, and can be held by raising of hands in the General Body Meeting.
5. The office bearers are elected by the General Body.
6. The result can be declared through a notice board notice / circular signed by the Returning officer.

FRAUDS IN HOUSING SOCIETIES

It is commonly stated that the post of the Managing Committee member is a "Thankless Job" More often this statement is used when members make allegations of financial malpractices against the committee members. In many societies, the Managing Committee members face this embarrassing situation of allegations, quite often, baseless. We say that for a Managing Committee or rather, for a Secretary, it is not sufficient to be honest, but it is essential that he proves himself to be honest.

This situation arises basically because of lack of transparency / lack of mutual confidence / lack of mutual faith AND more than anything else, lack of proper systems. Proper systems and checks will go a long way in minimizing frauds and baseless allegations.

Frauds in Housing Societies can be classified basically as under :-.

DETECTABLE FRAUDS AND UNDETECTABLE FRAUDS.

Detectable Frauds are those frauds which can be detected by an accountant / auditor and or anybody who scrutinises the accounts from time to time. For example:

1. Cash received from members is not deposited in the bank account of the Society or accounted in the petty cash book of the society.
2. Receipts for receipt of cash are issued from a separate receipt book and is not taken into books of the Society.

SAFEGUARDS:

Normally, such frauds are committed by managers and not by the office bearers of the Society.

1. As far as possible, members of the committee / manager especially, should be prohibited from accepting cash from members. A notice to this effect must be prominently exhibited in the society office / society notice board. Members must be told to pay the society charges or any other charges by bank cheque only. In exceptional cases, where any society office bearer is authorised to accept cash, he must not be authorised to issue receipts. Receipts should be issued or signed by another office bearer after verifying that the cash has been deposited in the bank.
2. The blank receipt books must be under lock and key of the secretary, and should not be under the custody of the manager.
3. In exceptional cases, where the manager is authorised to accept cash, the receipt must be invariably signed by one of the office bearers after verifying that the cash has been deposited in the bank. Most important, in such cases, the manager must be of proven honesty. In such case, there must be a notice stating that the manager is not authorised to issue receipts for cash received.



4. The office bearer authorised to sign the receipts must verify the receipt book as frequently as possible for any forged signature of his.
5. Obtain balance confirmation certificates from the members at least once a year.
6. Verify at least one in a year that the balance shown in the ledger of the member and the bill are the same.
7. Once the manager is found to be guilty, do not let him continue in the job, even out of humanitarian considerations.

UNDETECTABLE FRAUDS.

This is resorted to by the Secretaries. These frauds cannot be found even during audit. This is the most important function where systems will be of immense help.

SYSTEMS:

- a. All vouchers must be signed by at least two office bearers on a regular basis.
- b. Blank Cheques should not be signed by one of the signatories.
- c. Wherever possible, only crossed cheques should be given to the suppliers of goods / service providers. Cash transactions must be minimised.
- d. All the expenses during the month should be placed before the Managing Committee and verified.
- e. Vouchers should be pre numbered, preferably with carbon copies.
- f. In each MC meeting, a receipt and payment account, showing the opening and closing balances of cash in hand & bank balances, and expenses and receipt summary must be placed and recorded. Preferably, such a statement must be exhibited on the notice board of the Society.
- g. Petty cash register must be maintained on a day to day basis and signed by at least two office bearers every month.
- h. Impress system / reimbursement system of petty cash handling must be followed.
- i. As far as possible, repairs must be preplanned, and passed in the previous committee meetings, rather than seeking post repair sanctions.
- j. It must be remembered that lack of system / checks may induce a person to commit frauds. However, checks should not go to the extent of dissuading a working person from even taking normal decisions.

In many cases, the major repair is a very big area of making some quick money by people in authority.

SYSTEMS.

- a. Even it is a bit costlier, and time consuming, go for preparation of a standard tender document, call for tenders through paper advertisements.
- b. Tender documents must be opened in the presence of all the committee members.
- c. Appoint a consultant for supervision over the work.
- d. Keep work / stock / material logbook.

MOST IMPORTANT

Elect a committee which is honest. No system can work foolproof, against a hardcore fraud. No committee is bad. A committee is made bad by good members preferring not to contest the election.



-----Year End -----

I. STATUTORY REQUIREMENTS.

a. Update all statutory registers.

- i. I form, J Form, Share Register: - Verify for all the transfers approved during the year and earlier, and update, if not updated at the time of transfers.
- ii. Nomination Register: Verify for all the nominations approved by the Committee during the year, and ensure that they are recorded in the Nomination Register. Send a Circular to all members who have not yet filed their nominations.
- iii. Sinking Fund Register: Update the Sinking Fund Register with entries for the current year.
- iv. Investment Register: Update the Investment Register and ensure that all the Investments are properly recorded.
- v. Share Certificates: Send a reminder letter to collect the Share Certificate, for all the undelivered Share Certificates. Share Certificate can be delivered to only to the member or through a letter of authority.
- vi. Dead Stock Register / Fixed Assets Register: Enter all the fixed assets purchased for the year. Enter all the depreciation provided for the last year, if not entered, and enter all the depreciation for the current year after you receive the Balance Sheet as per the entries from the Balance Sheet.

b. Statutory Investments:

- i. Ensure that the Sinking Fund contributions are invested fully. If there is any shortfall of previous year, invest that also. Invest for the current year contributions.

c. Other Investments.

- i. Please do not keep a high balance in SB Account. Keep them in Fixed Deposits.
- ii. Ensure that all the Fixed Deposits which mature are renewed.
- iii. Repair Fund collected but not utilized, may also be kept under separate Repair Fund Investments.

d. Election: [VERY IMPORTANT]

- i. Verify from the AGM Minutes book, when the election was last held. The previous election to the Managing Committee is for 3 years. If election is due during the current year,
 - a) Appoint a returning officer – by Managing Committee by 30th of April.
 - b) Follow the procedure stated in Election Rules of your Bye_Laws and prepare the election schedule.



- e. **Appointment of Statutory Auditor.**
 - i. If the Auditor has not been appointed by the General Body [Please refer the AGM Minutes], the Managing Committee has to appoint the Statutory Auditor.
The same Statutory Auditor cannot continue for more than 2 years. The Statutory auditor has to be changed every third year.
- f. **Audit Rectification Report.**
 - i. Within three months of receipt of the Audit Report, Audit Rectification Report must be filed with the Dy. Registrar. If it is not done, please do the same immediately.
- g. **Income Tax Return:**
 - i. Filing of Income Tax Return for a Housing Society is compulsory.
 - ii. If the Society has not yet filed IT Return for previous year, it may be filed along with interest, if any, before 31st of March. After 31st of March, there will be penalty.
 - iii. If the Society has not got a PAN Number, it has to apply for the same.

3. INTERNAL:

a. Filing:

- i. Verify the Filing System.
- ii. File all loose papers, pending for filing.
- iii. Open new files wherever required.

b. Pay-in-slips.

- i. Start the new year with new pay-in-slips. If the bank gives small pay_in_slips, combine them and make a thicker book sufficient for a year. This makes handling very easy.

c. Voucher Files:

- i. Start the new year with a new voucher file.
- ii. Vouchers must be filed in BOX TYPE FILES. It is easy for handling, less number of files may be required for the entire year, besides, easy for turning the vouchers for data entry at our end.

d. Bill Copy folders.

- i. Open new bill copy files/ bill register files for the new year.
- ii. Please book bind all previous year bill copies and bill register statement. This will ensure easy handling, and give firmness to the file.

e. TDS Challan files:

- i. Open new files for TDS Challans for all TDS made pertaining to the new year. All TDS Challans pertaining to the previous year must be filed in the previous year file only.

f. Petty Cash Book:

- i. Open new petty cash book for the new year.



3. ANNUAL.

a. TDS Certificates and Annual Returns.

- i. The Society has to issue TDS Certificates to all contractors / Professionals from whom Tax has been deducted and paid at the Govt. Treasury.
- ii. The Society should also file quarterly return of TDS in Form No 26 in case of contractors and Form No 24 Q in case of Salaries.
- iii. The last date for filing quarterly return are 15th July, 15th October, 15th January and 15th May.
- iv. If the payment is made after 31st of March, and TDS deducted in April and paid in April, for any payment or bill pertaining to March or earlier period, the same must be incorporated in the Annual Return of the current year, and hence, all such TDS Challans should also be included in the file. It is suggested that all payments pertaining to March or earlier period should be made by March end so that there will not be delay in preparation of the TDS Certificates and TDS Return.
- v. If a payment pertaining to March or earlier period is payable but is not paid by the end of April, the TDS pertaining to such payment must be paid by 30th of April. even if the payment to the contractor is not paid by 30th of April. Avoid withholding of such payments.

b. Balance Sheet and Income & Expenditure:

- i. Before you give the documents for finalisation of accounts, the following are required to be obtained / maintained.
 - Ø Xerox copy of all FDS. Keep them in the bank file.
 - Ø Prepare a list of expenses for the period prior to March, but not yet paid, such as Municipal Tax, Water Charges, Electricity bills, etc. Where bills are not received, make an estimation of the same and prepare the list. The list may be filed in the voucher file.
 - Ø Prepare a list of prepaid expenses, i.e. expenses for the next year paid during the previous year in advance, such as Annual Lift Maintenance Contract value, Insurance premium etc. Keep the list in the voucher file.
 - Ø In case of major repair works in the Society, if there is any retention money deducted from the contractors' payment, the list of such retention money must also be made and kept in the voucher file.
 - Ø Update all the bank pass books / obtain statement of accounts for all Bank SB/ Current Accounts, even for non-operative accounts.
 - Ø Where the Bank gives statement of accounts, ensure that the file contains all the statements from 1st of April to 31st of March, without break. Go through the file keep the statements in order of the date.

Once these are prepared, and done, send the following documents to the accountant to complete the accounting work and prepare the Balance Sheet and Income & Expenditure Statements.



- § All Voucher files pertaining to the year starting from 1st of April to 31st of March.
- § All bank pass books / statement of accounts in respect of all the bank accounts updated upto 31st of March.
- § Where manual receipts are prepared, all receipt books for the period from 1st of April to 31st of March.
- § All bank pay_in_slips for the period from 1st of April. to 31st of March.
- § Xerox copies of all FDS.
- § Investment Register.
- § Petty cash book for the period from 1st of April to 31st of March.

IMPORTANT: Since accountants work on a time bound program, any deficiency in the documents submitted by you will disturb their program and it is specially requested that all the documents are sent in a single lot and not in piecemeal. **HENCE, VERIFY AND ENSURE THAT ALL THE DOCUMENTS ARE SUBMITTED IN A SINGLE LOT.**

c. Audit

- i. On receipt of the provisional Balance Sheet / Income & Expenditure Account, place the same before the Managing Committee for its approval. If any clarification is required, call the accountant.
- ii. On approval of the provisional Balance Sheet / income & Expenditure Account, submit the approved copy to the Auditor.
- iii. When the Auditor comes to the Society office, give/ show him all the records that may be demanded by him. Extend all co-operation to the auditor.
- iv. The auditor asks for the Managing Committee / Annual General Body Minutes books, Statutory Registers etc. Provide these to him.
- v. The Auditor may require the following documents in addition to above.
 - (a) Balance Confirmation from all members. Obtain the balance Confirmation from all members on or before 15th of April.. The confirmation letter has to be sent to even those members with no balance due or with credit balances.
 - (b) Bank Balance Certificates. Obtain the same in respect of all the Bank accounts.
 - (c) Accrued interest certificates for all fixed deposits. Obtain the same and keep in the bank file.
- vi. If the auditor observes something that can be rectified immediately, rectify the same so that the same are not reported in the Audit Report.
- vii. Please ensure that all the vouchers are signed by minimum two office bearers.



- viii. If any accounting entries have to be changed / made, or changes in the Balance Sheet is suggested by the auditor, please send the same to the accountant who shall correct /modify accordingly, and send you five sets of Balance Sheets.
 - ix. On receipt of the final five sets of Balance Sheets, place the same before the Managing Committee and on approval, the same have to be sent to the Auditor for his report and signature. Please note that the auditor will sign only after the same are signed by the Office bearers. The draft of the report, if need be , may be demanded from the auditor in advance.
 - x. On receipt of the Audit Report, prepare the audit Rectification Report, place the same before the Managing Committee and submit the same to the Dy. Registrar within 3 months of receipt of the Audit Report.
 - xi. After the audit, book bind the accounting statements such as Cash Book / Ledgers etc, which are given along with the Balance Sheet or final Balance Sheet.
- d. Annual General Body Meeting.**
- i. The Annual General Body Meeting has to be called on or before 14th of August.
 - ii. If for any reason, the AGM cannot be called before 14th of August, before 31st of July make an application to the Dy. Registrar seeking extension of time by giving valid reason for the delay, along with a Committee resolution to this effect. Such extension letter must be affixed with court fee stamp of Rs 50/-.
 - iii. The extension of time is legally permissible to be given upto 14th of November. However, the Dy. Registrar may refuse to give extension of time, which he often does citing the reason that the reasons given by the Society are not satisfactory. Hence, it is strongly suggested that the AGM be scheduled to prior to 14th of August.

INCOME TAX.

TDS PROVISIONS

Tax deduction at source is a method of collecting taxes of behalf of the Government at the time of payment or credit. The Income-tax Act casts a legal responsibility on the deductor to deduct tax on the correct amount, at the correct rate and deposit to the Government account. If the deductor fails to deduct the tax or fails to deposit the tax after deduction, interest, penalty and prosecution provisions may get attracted. Further, under the provisions of sub-clause (ia) of clause (a) of section 40, if the deductor fails to deduct tax on a prescribed payment or fails to deposit the tax deducted within the time limit prescribed, the entire expenditure is disallowed while computing his total income.

Provisions of Tax Deducted at Source are applicable to Registered Housing Societies also.



Every society should have a TAN (Tax Deduction Number) for which the Society should apply in Form NO 49 B to NSDL.

Every Society should have a PAN (Permanent Account Number) for which the Society should apply in form No 49A to NSDL.

TDS RATE CHART for F.Y. 2010-2011 is as follows
(w.i.f. 01.07.2010)

Section	Nature of Payment	Threshold	Individual/HUF	Others
194A	Other Interest	5000/- p.a.	10 %	10 %
194C	Contractor	*	1 %	2 %
	Sub Contractor/ Advertisement		1 %	2 %
	Transports (where pan is available)		-	-
194H	Commission/Brokerage	5000/-p.a.	10 %	10 %
194I	Rent (Land/Building/Furniture)	180000/-	10 %	10 %
	Rent (Plant/Machinery/Equipment)	p.a.	2 %	2 %
194J	Professional/Technical Services	30000/- p.a.	10 %	10 %

- **Contract Value Ceiling:**

Tax need not be deducted at source where the amount credited or paid to a contractor does not exceed Rs. 30,000/- in a single payment.

If the payment to contractor exceeds Rs. 75,000/- in a year, the payer has to deduct TDS.

Note : All deductors are liable to deduct tax at the higher rate (20%) in all transaction not having PAN of the deductee.

Payment to CONTRACTORS:

The following type of contractors will be covered.

- a. Contracts for providing security services.
- b. Contracts for providing billing & accounts, maintenance services.
- c. Contracts for providing lift maintenance, intercom maintenance, pump maintenance and such other annual maintenance services.
- d. Contracts for one time job such as Plumbing / Painting and similar other repair & maintenance works.
- e. Contracts for providing Cable TV Channels.



When to deduct?

The deduction should be made at the time of making payment / at the time of giving credit to the contractor in the books of the Society. Hence, if an on account payment is made, TDS should be deducted at that time. If there is retention money, the TDS should be deducted when you account for the same. For example, - (illustrated.)

Contract value			Rs 1 lac	
Date of payment/ Credit	Amount paid/ credited	Remarks	TDS	Net payable to the Contractor
15.05.2009	15000/-	Advance payment	300.00	14700.00
15.06.2009	25000/-	On account payment	500.00	24500.00
15.07.2009	10000/-	Entry for retention money-payable after 1 year	200.00	Deduct from the next payment
15.07.2009	50000/-	On account payment	1000.00	40000.00 – 200.00 = 48800.00
31.07.2009	10000/-	Retention money released	NIL	
TOTAL	100000/-		2000.00	

TDS should be deducted, even if the contract is split between two financial years.

When to pay?

TDS deducted should be deposited into the Government treasury within one week from the last date of the month in which deduction is made.

Where to pay?

All nationalized Banks are authorized to accept Income Tax, and the TDS Amounts. Hence it can be deposited in any Nationalized Bank or On line TDS payment facility also be availed.

How to pay?

To pay the TDS, make use of form No ITNS 281. (Available at Tax print). Normally, banks take 5 to 7 days to give back the challans in case of cheque payments. Hence, it is recommended to make payment by cash (if the amount involved is small) so that the challan can be collected back immediately.

Income Tax Rule 30 which prescribes the due date of payment of TDS in Government treasury, has been amended with effect from Accounting year starting from 1st April 2010 i.e. in respect of Accounting Year ending on 31st March 2011,



whereby the due date for payment of TDS in respect of year end provision has been pre-poned from 31st May each year to 30th April each year.

Issue of TDS Certificates. (Form No. 16A)

Due date for furnishing TDS certificate to the employee or deductee or payee is revised as under :

Sr. No.	Category	Periodicity of furnishing TDS certificate	Due date
1.	Salary (Form No.16)	Annual	By 31 st day of May of the financial year immediately following the financial year in which the income was paid and tax deducted
2.	Non-Salary (Form No.16A)	Quarterly	Within fifteen days from the due date for furnishing the 'statement of TDS'

Quarterly Returns

Quarterly returns of TDS made should be filed in Form No 26 Q on or before following respective date.

Quarter	Quarter Period	From No. 26Q
Q-1	April to June	15 th July
Q-2	July to September	15 th October
Q-3	October to December	15 th January
Q-4	January to March	15 th May

Where to file the TDS Returns?

TDS returns should be filed in any of the franchise of NSDL (National Security Depository Ltd) which is authorized by the Income Tax Department to accept the returns on their behalf

NOTE: It is now compulsory to quote PAN number of the Society as well as the contractor in all, certificates and returns and to quote the TAN Number in all challans.

Interest

If the person responsible for collecting the tax, fails to collect the tax or after collecting the tax fails to pay it to the credit of the Central Government within period



specified, then, he/it shall be liable to pay simple interest at the rate of 1.5% per month or part thereof on the amount of such tax for.

Penalties for non – fulfillment of TDS provisions

Failure/ delay	Penalty
If the assesses fails to deduct the tax at source within the prescribed time.	The penalty leviable is equal to the amount of tax the deductor failed to deduct.
If the deductor fails to furnish a certificate to the payee within the prescribed time	The penalty of Rs. 100/- per day for the period of default.
If the deductor fails to furnish the TDS Returns within due date	The penalty of Rs. 100/- per day for the period of default.

INCOME TAX.

1. Is it compulsory to file Income Tax return?

Yes, It is compulsory to file Income tax Return, even if the taxable income is Zero.

2. What is the last date to file Income Tax Return?

The last date to file income Tax return for housing societies is 30th September.

3. What are the normal items of income which are taxable and are not taxable?

Any amount of surplus arising out of contributions by members will not be taxable.

Any contributions by members to the Society funds will not be taxable income.

Any interest earned by a Co-operative Society from any Co-operative Bank is not taxable.

Thus, normally, all net income arising out of

- a. Interest received from non-co-operative banks.
- b. Hoarding or advertisement board income.[Can be treated as Income from House Property and deduction of 30% available, if expenses are not set off]
- c. Any income arising out of renting out the garden/ terrace or out of any function arranged by the Society, paid by non-members become taxable income. The deductions available for arriving at the net income is any expenditure directly related to the generation of the income – such as



Professional Management Associates Customised Solutions and beyond...

504, Swami Jairamdas Shopping Complex, Opp Chembur Police Station, Near Basant Park, Chembur, Mumbai : 400071. Cell :9870039003.

property tax / local taxes paid for the hoarding, if paid by the Society, etc.

d. Other deductions available:

i. Under Section 80(p)(2) (c): Rs 50,000/-.

Note of Caution: Regarding premium on Share Transfer, many IT Officers and Appellate Authorities have taken varied decisions.

h. **Income Tax Return:**

- i. Filing of Income Tax Return for a Housing Society is compulsory.
- ii. If the Society has not yet filed IT Return for previous year, it may be filed along with interest, if any, before 31st of March. After 31st of March, there will be a penalty imposed.
- iii. If the Society has not got a PAN Number, it has to apply for the same.



BODY ZONE INC

"The Mall" for Complete Health & Fitness

Consultancy
Supply of Equipments
Management of Gyms, Club Houses & Swimming Pools

504, Swami Jairamdas Shopping Complex,
Opp Chembur Police Station,
Near Basant Park,
Chembur,
Mumbai : 400071
Email: bodyzone@rediffmail.com





CHECK LIST FOR ISSUANCE OF NOC'S

Before issuing any NOC's, please ensure that the following documents are available in the society's record and formalities as stated hereunder are completed :-

Documents:

- 1) Copy of Registration Receipt
- 2) Copy of Sale Agreement
- 3) Car parking allotment letter (if having Car Park)

In case of flats given on Leave & License the file should be completed as under

- 1) Application in prescribed format for letting out flats on Leave & License (appendix -40)
- 2) NOC of Society
- 3) Copy of Registration Receipt
- 4) Copy of Leave & License Agreement
- 4) Police Verification of License / Occupants (appendix -42)
- 5) Affidavit of licensee on 200/= stamp paper (appendix -41)
- 6) Monetarily compliance of Security Deposits / Moving in/out Charges

Dues Clearance

At time of making request for any NOC /letter/s, the Members should ensure that they have paid all their outstanding dues save & expect the current billing quarter

Illegal work / encroachment on Society's Property

In case the society has issued any notices for compliance and or in respect of any illegality viz-viz due to repairs and or renovation of flat / encroachment on common areas and there has been no positive response to the said notices then the society should not entertain any NOC request

NOC for Passport

In case of NOC required for residence proof / Passport for Members then they have to submit a request letter to the society. In case the residence proof / Passport is required by their family members then the member should submit proof of such relations i.e. ration card, etc.

In case requirement is for a minor then a birth certificate of the minor should be submitted along with the request letter. In case requirement is for licensee and licensee's family, the member should give their NOC for issuance of such certificate in writing.

Formats for request letters from members for issuance of NOC's for day to day requirements are given in "**Appendix – 43 to 49**"



Appendix 3 (Specimen Contract Form)

To
_____ Security Services,

Mumbai

Kind Attention: _____.

Dear Sir,

Re: Appointment as Security Agency for our Society.

We refer to your letter of offer cum quotation for engaging your services for providing Security Services to our Society, and subsequent discussion with you.

We are pleased to appoint you to provide security Services to our Society on the following terms.

The appointment shall be effective from _____.

1. You shall provide security services round the clock by engaging security personnel as under.
 - i. Shift one – from 07.00 am to 03.00 pm [Three personnel]
 - ii. Shift two – from 03.00 pm to 11.00 pm [Three personnel]
 - iii. Shift three – from 11.00 pm to 07.00 am [Two personnel]
2. No Security personnel shall work for more than one shift of eight hours either in our own Society or in any of your other clients' place.
3. If any Security personnel goes on leave or absents himself from work on day shift, alternative security personnel shall be provided with due intimation to the Society in advance, except in emergency situations where you cannot intimate / plan in advance, alternative security personnel shall be provided within half an hour of reporting time. Under no circumstances, the same security personnel can be permitted to continue in the next shift or additional shift.
4. All the security personnel provided and posted by you, including replacement personnel shall have a minimum of three years of experience as security personnel and are trained to perform security services.
5. You shall provide the following details regarding all security personnel provided by you, either on permanent basis or on replacement basis.
 - § Name, local and permanent address of the security personnel.
 - § Two passport sized photographs.
 - § Copy of the ration card wherein the security personnel's name is included.
 - § Police verification
6. All security personnel provided by you shall be provided with sufficient number of uniform, shoes, belts, caps, and badge etc. and No security personnel shall be permitted to attend to duties without these.
7. All personal / security equipments required by the security personnel such as whistles, torch, stick, rain coats, etc shall be provided by you.
8. No security personnel shall be removed from service for posting in other places without the consent of the Society.



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9. If the performance of any security personnel are found to be below par, he shall be replaced within seven days of intimating to you in writing by the Society, and the Society need not give reasons for its decision.
10. You shall set standards / procedures for the security personnel to be posted by you in consultations with the Society, and you shall ensure that the same are followed by the Security personnel posted by you in our Society.
11. Besides functioning as security guards, the security personnel are also required to function
 - a. As lift operators
 - b. As water pump operators
 - c. As Office Assistants.
 - d. As per the requirements of the Society.
12. The Security personnel shall not be permitted to overstay in the Society beyond their working hours nor shall be permitted to go out of the Society premises without the permission of the Society during the working hours.
13. The tea, lunch and dinner breaks not exceeding 30 minutes shall be permitted in a staggered manner so that only one goes out at a time.
14. The Service charges shall be Rs _____per month, all inclusive, and shall be increased by _____% annually effective from _____.
15. The Services can be terminated with one month written notice to either party by the other.
16. In case of deficiency in service – non adherence to the terms of appointment by you, non adherence to the standards or procedures that may be set by you in consultation with the Society by the Security personnel posted by you, misbehavior or mischief by any Security guard, theft / robbery and such other security lapses in the Society premises etc, shall be intimated to you in writing for rectification and improvement in the service and in case of repeated and continued deficiency in service reported for more than three times within a period of 6 months, the continuation of your appointment shall be treated as dangerous to the Society and the Society may terminate the services without giving any notice as required under clause 13 above , and no compensation shall be paid for such termination without notice.
17. All labour law related responsibilities and liabilities shall be met / borne solely by you and the Society shall not be responsible for the same.

For _____Co-operative Housing Society Ltd.

Secretary.
Mumbai dated _____

Accepted
For _____Security Services

Proprietor.
Mumbai dated _____.



Appendix 4 (ATTENDANCE REGISTER)

Date	Name of Guard.	Shift 1		Shift 2		Shift 3		Signature of the guard.	Remarks by Manager.
		Time IN	Time OUT	Time IN	Time OUT	Time IN	Time OUT		

Remarks

- o Manager must verify the Attendance Register at least once during the shift [night shift may not be possible].
- o Look for late reporting, absentees, and continuation of the same security guard or posting of a new name without any information by the Agency.
- o Write a letter to the Agency immediately on observing any system violation.
- o Enter in your daily work report the system violation and action taken.

Appendix 5 [Visitors Book]

Date	Name of visitor	To meet	Time In	Expected Time Out	Actual Time out.	Signature.

Appendix 6 [Specimen Entry Card holders Entry Book].

Date	Name of Entry Pass holder.	Entry Pass Number	Time in	Time out.

Appendix 7 [Specimen Circular]

CIRCULAR

To All Members,

To regulate the entry of various suppliers of goods and services, such as milkman, newspaper vendor, bread / grocery / egg etc supplier, maid / servant, driver etc, it has been decided to issue permit cards. Please complete the form enclosed [Use Xerox copies for more than one person] and hand over the same to the Manager along with two passport size photographs within 15 days of receipt of the circular. Entry for such persons only will be permitted after _____. The card will be valid upto _____

In case of change of any personnel, the same should be intimated immediately, for cancellation of the Entry Card and issue of a fresh Entry Card to the new person.

Please note that the Society does not take any responsibility for any misuse of the entry card by any person to whom the entry card has been issued based on the request by any member. Hence, members are requested to ensure that correct and factual information are furnished in their form.

For _____ Co-operative Housing Society Ltd.

Secretary.

Mumbai

Dated _____



Appendix 8 [APPLICATION FOR ISSUE OF ENTRY CARD.]

From
Mr/Ms _____
Flat No _____
_____ Co-operative Housing Society Ltd.

To
The Secretary
_____ Co-operative Housing Society Ltd.

Dear Sir,

Please issue an Entry Card to the following person.

Name of the person :

Local Address :

Permanent Address :

Nature of Service :

Specimen Signature :

Yours faithfully,

(Member)

Date :

Enclosures : Two passport size Photographs.
Copy of the Ration Card.

For office use only.

Entry Card No _____ issued.

Date :

Secretary _____ Manager.

Received Entry Card No _____

I undertake not to misuse the Entry Card.

Signature

Date.

Appendix 9 [SPECIMEN ENTRY CARD.]

_____ Co-op Hsg Soc Ltd	<div style="border: 1px solid black; padding: 5px; text-align: center;">Photo of the card holder.</div>
Entry Card. <input type="text" value="No"/>	
Name of Card Holder:	
Valid Upto : _____	
Signature of Manager	



Appendix 10 [Lift irregularity functioning Register.]

Date	Nature of irregularity	Time of observance	Date & Time informed to the Lift AMC people.	Date & Time attended by Lift AMC people.	Remarks/ Signature of the lift AMC people.

Appendix 11 [Inspection]

Date and time	Name of security guard taking rounds.	Observation, if any	Signature.	Remarks by the Manager.

Appendix 12 [Pump irregularity functioning Register].

Date	Nature of irregularity	Time of observance	Date & Time informed to the Pump AMC people.	Date & Time attended by Pump AMC people.	Remarks/ Signature of the Pump AMC people.

Appendix -13 [Car parking allotment register.]

As on:

Flat No	Name of member	Vehicle Type (Scooter, car etc)	Vehicle make model with name	Vehicle Registration No.



Appendix -14 [Car parking verification register]

Flat No	Vehicle Number	Date 1 Time 1	Date 2 Time 2	Date 3 Time 3	Date 4 Time 4	Date 5 Time 5	Date 6 time 6	Remarks
Unlisted Vehicles.								

Name of security guard conducting the Physical inspection. : _____

The security guard will only fix or mark against the relevant space.

for vehicles parked.

for vehicles not parked.

If any vehicle is not listed, the security guard will enter the details down below . The statement should be filed every month.

Appendix -15 [Night Duty Observation Register.]

Date	Time	Name of Night Duty security guard.	Observation by the Member.

Appendix -16 [work schedule of the House Keeper]

Date	Work Schedule	Confirmatory Signature	Remarks.

Appendix -17 [CLEANING MATERIAL SUPPLY REGISTER.]

Date	Garbage collection drums		Brooms		Acid		Phenyle, soap etc.	
	Nos	Rs	Nos	Rs	Ltrs	Rs	Quantity	Rs



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Appendix -18[Gardening Annual requirements]

Month.	Fertilizer		Soil		Plants	
	Requirement	Provided on	Requirement	Provided on	Requirement	Provided on

Appendix -19 [Plumber register]

Date	Daily Routine. (Write the flat nos inspected.)	Complaint from	Nature of problem.	Work attended on	Remarks. / Signature of the complainant/ member.

Appendix -20[Electrician Complaint register.]

Date	Routine Job	Complaint From	Nature of Complaint	Complaint Attended on	Signature of the complainant.

Appendix -21 [Bulb / tube light replacement register]

Bulb / Tube light point. [Must be able to identify the point exactly.]	Date of replacement.	Date of replacement.	Date of replacement.	Date of replacement.	Remarks.
1 st floor A Wing Tube light.					
2 nd Floor A wing Tube light					



Appendix -22 [Complaint Form]

Complaint Form	
Sr. No: _____	Date: _____
Flat No: _____	Name of complainant: _____
Nature of Complaint: _____	
Suitable date and time to attend: _____	
Signature of complainant: _____	
Received the complaint form. Date _____ Time _____	
Person attending the Complaint. _____	
Remarks by Complainant Date _____ Time _____	

Appendix 23 – Share Certificate Delivery Register

Sr.No	Unit No	Name of Flat Owner	Share Certificate Nos	Distinctive Nos	Name of person receiving the Share Certificate	Signature
1	2	3	4	5	6	7

Authorised Persons name receiving the Share Certificates	Authority Letter dated / Ref No	Signature of Authorised Person	Tel No	Remarks
8	9	10	11	12

Appendix -24 [Format for notice to be published in Newspaper]

_____owner of Flat No. _____in the Building " _____" wing " _____" , _____, Mumbai has informed the Society that the Share Certificates issued by the society to him/her/them has been lost/ misplaced /not traceable and has/have requested the society to issue Duplicate Share Certificate. If anyone has any objection for issue of such duplicate share certificate they should inform in writing within seven days of this notice about their claim , objections etc, to the Hon. Secretary, _____Co-op. Housing Society Limited, Plot Nos: _____, _____Mumbai : 400 __, other wise society will issue the said duplicate share certificate as per the society bye laws.

Sd/-

Hon Secretary

Appendix -25 [FORMAT OF INDEMNITY BOND TO BE GIVEN BY A MEMBER OF A CO-OPERATIVE HOUSING SOCIETY FOR ISSUE OF A DUPLICATE SHARE CERTIFICATE.]

- I, _____ a member of the _____Co-operative Housing Society Ltd, , residing in Flat No, _____CHS Ltd, , _____hereby solemnly declare that I had purchased, Five Shares of Rs 50/- each of the above mentioned Society bearing Numbers from to _____. I hereby further declare that the Share Certificate No dated _____ for the above said Five Shares issued to me by the said Society has been lost, mislaid, or is not traceable.
- I hereby further state that I have not transferred the Share Certificate to any other person/ persons and have not created any charge or mortgage on it in favour of any Bank. Financing Agency, Employer or any other person/ persons.



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3. I hereby further solemnly declare and undertake to agree to indemnify or keep the Society indemnified against any risks as to damages, costs and consequences arising out of any legal proceedings started against me as a result of any unlawful dealing with the said Share Certificate, in which the Society would be involved.
4. I hereby further undertake to surrender the original Share Certificate to the Society, if traced subsequently.

Mumbai
Dated
Witnesses:
1
2

Signature of the Member.

Appendix -26

FORM – I [SEE RULE 32 & 65 (I)] REGISTER OF MEMBERS

(SECTION 38 (I) OF MAHARASHTRA CO-OPERATIVE SOCIETIES ACT, 1960)

_____ Co-operative Housing Society Ltd, Off _____), Mumbai : 64

1.	Serial No.	
2.	Date of Admission	
3.	Date of Payment of Entrance Fee	
4.	Full Name	
5.	Address	
6.	Occupation	
7.	Age on the Date of Admission	
8.	Full Name and address of the person nominated by the Member under Section 30 (1)	
9.	Date Of Nomination	at Sr. No
10.	Date Of Cessation of Membership	
11.	Reason for Cessation	
12.	Remarks -1 (Loaning Body) Loan Cleared on (Date) (Ref No)	
13.	NOC by Society for Transfer of Shares to prospective Purchaser (Date & Name of purchaser) NOC to Prospective Purchaser for Loan (Date and Loaning Body) Transfer to Prospective Purchaser (Date of Transfer)	

Particulars of Shares Held

Date	Cash Book Folio	Application	Allotment	Amount Received on 1 st Call 2 nd Call	Total Amount Received	No. of Shares Held	Serial No of Share Certificate

Particulars of Shares Transferred or Surrendered

Date	Cash Book Folio	Date	Cash Book folio or Shares transfer register no	No of Shares Transferred Serial No of Share Certificate	No. of Shares Transferred or refunded	Balance		
						No of Shares Held	Serial No of Share Certificate	Amount

Remarks : Flat No: / Car Park No: _____ See Page no _____



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Appendix -27 Form J Register

_____ Co-operative Housing Society Ltd

Reg. No : _____

C.T.S. No 1 _____ Mumbai :

Form "J"						
[See Rule 33]						
Sr. No.	Full Name of Member	Flat No	Wing	Address	Class of Member	Remarks
1		102			Ordinary	
2		103			Ordinary	
3		201			Ordinary	

Appendix -28 Share Register

Sr. No.	Date of Allotment of Share	Cash Book Folio No.	Share Certificate No.	No. of Shares	Distinctive Nos	Value of Share	Name of Member to whom shares are allotted
						Rs.	
1	2	3	4	5	6	7	8

Date of transfer / refund	Cash book / Journal Folio No.	No. of Shares transfred or refunded	Share Certificate Nos. transferred or refunded	Value of shares transferred or refunded	Name of transferee or the person receiving refund	Authority for transfer or refund	Remarks
				(Rs)			
9	10	11	12	13	14	15	16

Appendix – 29 Share Transfer Register

SR No	Date	Flat No	Name of Transferor	Name of Transferee.
1	2	3	4	5

Continued columns.

Date of Agreement	Date of approval of the Transfer.	Membership admission Fee [Rec no & Amt]	Share Transfer Fee. [Rec no & Amt]	Share Transfer Premium. [Rec no & Amt]
6	7	8	9	10



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Appendix -30 [Lien Format]

SR No	Date	Flat No	Name of Member	Bank lien noting letter reference.
1	2	3	4	5

Contd columns.

Name of bank	Date of release of lien.
6	7

Appendix -31 [NOC Format]

Sr No	Date	Flat NO	Name of member.	Name of proposed purchaser.	Date of receipt of final documents.
1	2	3	4	5	6

Appendix -32 [O Register]

FORM "O"

(See Rule 73)

Rectification Report Under Section 82/87

Date of Audit

Period Covered

-

Number & Date of order under Section 83-84:

Name & Designation of person carrying out audit, inquiry or inspection

Sr. No. of the objection in the Audit memo or Report of the officer carrying out inquiry or inspection	Observations made by the Auditor or officer carrying out inquiry or inspection	Explanation the Society and remarks regarding action taken by it to rectify the irregularities and implement the suggestions made by the Auditor or officer, carrying out inquiry or inspection	Number and date of the resolution of the committee approving the report	Remarks
1	2	3	4	5



Appendix - 33 [Sinking fund register]

Sr. No.	Name of Member	No. of the Flat Allotted	Value of the flat excluding value of Land	The amount of Monthly/Quarterly Contribution @ 0.25% of the Construction cost of the flat per year (as shown in col. 4) per annum	Date of receipt of contribution to the Sinking Fund	Amount Contributed	Remarks
1	2	3	4	5	6	7	8
1							
2							

Appendix - 34 [Nomination Register]

Sr. No.	Name of the Member making nomination	Date of Nomination	Name/s of nominee/s & Address/es of the nominee/s	Date of the Managing Committee Meeting in which the nomination was recorded	Date of any subsequent revocation of nomination	Unit Nos	Remarks
1	2	3	4	5	6	7	8

Appendix – 35 [Investment Register]

Sr. No	Date of Investment	Details of Investment (Securities, Shares, F.D. Receipt Nos)	Name of Institution / Bank	Total Amount Invested (Rs)	Rate of Dividend / Interest
1	2	3	4	5	6

Dividend/Interest Received / Accrued Per Annum (Period & Amount) (Rs)						
Year	Year	Year	Year	Year	Year	Year
Rs.						
7	8	9	10	11	12	13

Date of Realization	T.D.S Details (Rs)	Amount Realized	Remarks
14	15	16	17



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Appendix – 36[M-Bond]

FORM M – 20
[See Rule 58A]

I, Shri/ Smt _____ age _____ resident of _____ have been elected on the Managing Committee of _____ Society for the period _____

I have assumed office from _____

I declare today, i.e., _____ that I shall be jointly and severally responsible for all the decisions taken by the committee during its term relating to the business of the Society and shall be jointly and severally responsible for all the acts and omissions detrimental to the interests of the Society, as provided in Section 73(1 A B) of the Act.



Signature of the Managing Committee Member.

Date:
Place:

Signature of witness (Secretary / Chief Executive Officer.)

Appendix – 37 [Format of No objection letter]

_____ Co-operative Housing Society Ltd.

Ref No:

Date: - _____

To

Dear Sir,

Re: No objection for sale of your flat No _____ to Sri / Smt / M/s _____, and Transfer of your Shares to the purchaser.

Ref: Your intimation in Form No 20(1) / 20(2) and confirmation by the purchaser.

With reference to the above, please note that the Society has no objection in your intended sale of your flat No _____ to Sri/ Smt / M/s _____ subject to the following.

A. Documentary Conditions.

You/ purchaser of the flat shall furnish the following documents **within one week** from registration of the Sale agreement that may be entered into between you and the purchaser.

1. Notorised Copy of the Sale Agreement entered into between you and the purchaser, along with proof of stamp duty payment and registration of the agreement.
2. Share Transfer Form in the prescribed form by the Seller.
3. Membership application form in the prescribed form by the purchaser.
4. Declaration in the prescribed form regarding change of user by the purchaser.
5. Declaration in the prescribed forms under ULC Act by the purchaser as well as the seller.
6. Membership resignation letter by the seller.



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7. Letter confirming handing over the possession of the flat by the seller to the purchaser.
8. Original Share Certificate.
9. In case either the seller or the purchaser is a Company –
 - a. Board Resolution for sale / purchase duly certified by the Company Secretary of the Company.
 - b. Certified Copy of the Memorandum & Articles of Association
 - c. Certified list of Directors of the Company.
10. In case either the Seller or the Purchaser is a Partnership Firm
 - a. The letter of Authority signed by all the Partners authorizing one of the partners to sign the documents.
 - b. Certified Copy of the Deed of Partnership.

B. Financial Terms.

- a. All the Maintenance Charges till date should be cleared by you.
- b. The Seller shall pay a sum of Rs 500/- towards Share Transfer Fees.
- c. The Purchaser shall pay a sum of Rs 100/- [If agreement is in more than one name – Rs 100/- for each name] towards membership entrance Fees.
- d. Share Transfer Premium of Rs 25000.00 shall be paid by you.
- e. Contribution towards Health Club Maintenance Fund of Rs _____ shall be paid by you.

C. Miscellaneous.

- a. Interview with the prospective purchaser/s and the Managing Committee shall be arranged by you before signing the sale agreement.
- b. This letter of consent for the proposed sale of your flat is meant only for sale of your flat No _____ to the purchasers stated above.
- c. This letter of consent is valid for a period of one month from this day.
- d. If for any reason, the deal for sale does not go through, you shall immediately inform the Society.
- e. Please provide all the documents in a single lot, after entering all details stated in the forms.
- f. You shall produce such other documents as may be required by us on going through the documents, within one week of intimation.
- g. The Purchaser shall not be allowed to shift his residence to this flat unless and until all the documentary and financial terms are fulfilled.
- h. This letter of consent is valid only after the terms set out herein above are accepted by the seller and purchaser and confirmation of acceptance is received by the Society.

Yours faithfully,
For _____ Co-operative Housing Society Ltd.

Secretary.

We confirm our acceptance to the terms stated above.

Seller

Purchaser.

Mumbai dated _____



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Appendix – 38 [Notice]

NOTICE

_____ a member of the _____ Co-operative Housing Society Ltd, having address at _____, _____, _____, and holding flat No _____ in the Building of the Society, died on or about _____ without making any nomination.

The Society hereby invites claims or objections from the heir or heirs or other claimants/ objector or objectors to the transfer of the said shares and interest of the deceased member in the capital/property of the Society within a period of 15 days from the publication of this notice, with copies of such documents and other proofs in support of his/her/their claims/ objections for the transfer of the shares and interest of the deceased member in the capital/property of the Society. If no claims/objections are received within the period prescribed above, the Society shall be free to deal with the shares and interest of the deceased member in the capital/ property of the Society in such manner as is provided under the Bye-Laws of the Society. The claims/ objections, if any, received by the Society for transfer of shares and interest of the deceased member in the capital/property of the Society shall be dealt with in the manner provided under the Bye-Laws of the Society. A copy of the registered Bye-Laws of the Society is available for inspection by the claimants/ objectors, in the office of the Society / with the Secretary between _____am to _____ from the date of publication of the notice till the date of expiry of its period.

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

Hon. Secretary
Place : Mumbai
Date : _____

After waiting for 15 days, if no claims or objections are received, the member should give an indemnity bond indemnifying the Society any loss on account of issue of duplicate share certificate.



P. M. Associates

**504, Swami Jairamdas Shopping Complex,
Opp Chembur Police Station,
Near Basant Park, Chembur,
Mumbai : 400071**

Email. pmassociates@rediffmail.com

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Appendix -39

FORM OF NOMINATION TO BE FURNISHED IN TRIPLICATE

The Hon. Secretary,
_____ Co-op Housing Society Limited,

Mumbai : _____

Sir,

1. I/ We, _____ am/ are the member/s of the _____ **Co-operative Housing Society Ltd.** having address at C.T.S. No 1406-A/10, Off Link Road, Malad (West), Mumbai : 400064.

2. I/ We hold the **Share Certificate** No ____ dated _____ for **Five** fully paid up shares of Rupees Fifty each, bearing numbers from _____ to _____ (both inclusive), issued by the said society to us.

3. I/We also hold the flat no _____ admeasuring _____ sq. metres in the building of the said society, known* numbered as “ – ” **situated at** _____, Mumbai : _____.

4. As provided under Rule 25 of the Maharashtra Co-op. Societies Rules, 1961, I/ We hereby nominate the person/s whose particulars are as given below:

Sr. No.	Name/s of the Nominees	Permanent Address of Nominee/s	Relationship With the Nominator	Share of Each Nominee (percentage)	Date of Birth of Nominee/s if the Nominee/s is a minor
1	2	3	4	5	6
1					
2					
3					
4					

5. As provided under Section 30 of the Maharashtra Co-operative Societies Act, 1960, and the Bye-laws No.34 of the Society, I/We state that on my/our death the shares mentioned above and my /our interest in the flat, the details of which are given above, should be transferred to Shri/Shrimati _____ the first named nominees, on his / her complying with the provisions of the Bye-laws of the Society regarding requirements of admission to membership and on furnishing *Indemnity Bond, along with the application for membership, indemnifying the society against any claims made to the said shares and my/our interest in the said flat by the other nominee/nominees.

* Indemnity Bond is not required to be furnished in case of a single nominee.

{ P.T.O }



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--II--

6. As the nominee at Sr.No _____ is the minor, I/we hereby appoint Shri/ Shrimati _____ as the guardian/legal representative of the minor to represent the minor nominee in matters connected with this nomination.

Place : Mumbai.

x

Date :

x

Signature of the Nominator Member/s

Witnesses :

Name and Addresses of Witnesses

x

(1) Shri/Shrimati _____

(1) Signature of the Witness

Address _____

x

(2) Shri/Shrimati _____

(2) Signature of the Witness

Address _____

Place :Mumbai

The nomination was placed in the meeting of the Managing Committee of the Society held on _____ for being recorded in its minutes.

The nomination has been recorded in the Nomination Register at Sr. No _____

Date:

Hon. Secretary / Chairman

_____ **Co. op Housing Society Ltd.**

Received the duplicate copy of the nomination.

Nominator-Member

Date:



Appendix-40

[Under the Bye-law No.43(2)ii]

A Form of application for Permission to sub-let, give on leave and licence or care-taker basis the flat or part thereof

The Hon Secretary,
_____ Co-op Housing Society Limited,
C.T.S. No _____, _____,
Mumbai : _____

Shri/Shrimati/_____ am the member/s of
_____ **Co-operative Housing Society Ltd** holding Flat No _____ admeasuring
_____ sq.ft. on _____ floor of the building number / named as “_____” of the
Society.

I/We propose to sub-let/give on leave and licence/care-taker basis my/our flat/part of the flat to the person named hereinafter under an agreement (copy enclosed) under the following circumstances:

(i) I/We am /are required to go out of the area of operation of the society under conditions of service / on business proposition / my prolonged illness. The duration of my/our absence from the headquarters will not be less than _____ years _____ months. I/We cannot continue in occupation of my/our flat during the period of my/our absence from the headquarters.

(ii) There are no facilities available at the moment in the locality of the society for education of my/our children. According to the information gathered by me/us, the provisions of facilities for education of my/our children may require _____ years/months. In the absence of these facilities, it will not be possible for me/us to occupy that flat/continue in occupation of the flat during the above period.

(iii) I/We could not secure admission to the school for my/our children in the locality of the society. It may take _____ months for me /us to secure admission to the school in the locality for my /our children. During this period, it will not be possible for me/us to occupy the flat/continue in occupation of the flat.

*** Note: State any reason other than those mentioned above to justify your inability to occupy or continue in occupation of the flat.**



[Under the Bye-law No.43(2)ii]

A Form of application for Permission to sub-let, give on leave and licence or care-taker basis the flat or part thereof

Page-II

The name of the person to whom the flat/part of the flat is proposed to be sub-let/proposed to be given on leave and license /care-taker basis, is Shri /Shrmati /Messrs _____ at _____ ./having office address at _____. His/her/their application for nominal membership of the society in the prescribed form is enclosed herewith.

I /We undertake to initiate legal proceedings against the sub-let tee /licensee/ care-taker on my failure to secure vacant and peaceful possession of the flat from the sub-lettee /licensee/care-taker on expiry of the original or extended period of sub-letting/licence/care-taking and to make the society the party to the proceedings and to reimburse the expenditure which the society may be required to incur on legal proceedings to get back the possession of the flat/part of the flat.

I /We also undertake to pay all the charges of the society every month within the time stipulated without any excuse from the date I/We part with the possession of the flat/part of the flat till I/We get possession thereof .

I /We also undertake to pay non-occupancy charges at the rate fixed under bye-law No.43(C) during the period mentioned above.

I /We request you please to grant necessary permission to sub-let/give on leave and licence/care-taker basis the flat/part of the flat to the person herein above mentioned for a period of _____ years/ _____ months. In case it becomes necessary for me /us to extend the period of sub-letting/giving on leave and licence/care-taker basis the flat/part of the flat, I /We will submit an application for extending the period well in advance of expiry of the original period with due justification for extending the period.

Place:

Yours faithfully

Date:



Appendix-41

TO BE NOTARISED ON STAMP PAPER OF RS. 200/-

AFFIDAVIT / DECLARATION

1. I/We _____, age _____ years, working as _____(designation) with _____(company name), having office at _____, Telephone No./s _____, and currently residing at _____, am/are desirous of taking on Leave and License basis Flat No. _____ on the _____ Floor of the Building _____ of _____ Co-operative Housing Society, located at C.T.S. No _____, _____ Mumbai : _____, for a temporary period of _____ () months from the owner/s of the said flat/s Mr./Mrs./Ms. _____.

2. I/We are aware of the fact that the _____ is layout of residential buildings for residential purposes. The flat/s under reference is/are owned by _____ and I/We have requested the owner/s to allow me/us to use the said flat for temporary period of _____ months according to terms and conditions of leave and license agreement to be executed by and between us.

3. Details of family of intending occupants are as follows:

- (a) Self - _____
- (b) Wife - _____
- (c) Children - _____

I/We undertake that there will be no other permanent residents other than those specified above in the said flat/s.

4. I/We certify that I/We are not holding any power of attorney over the said flat not have any ownership interest. I/We undertake not to acquire any such ownership rights / title / power of attorney at any future date without written and expressly given permission by the Society and understand that any such future unauthorized claims will be invalid and I/We shall be liable to be prosecuted at my/our costs in case of violation of good faith as per undertaking given herein.

5. I/We agree and undertake that I/we shall always perform and abide by all the rules and regulations of the society as may be laid down from time to time. I/We further agree that I/We shall not carry out any addition or alterations in the said premises nor I/We and or our members of the family shall cause any loss, damage or injury to the Society's property and I/We declare and undertake that I/We shall make good the loan or damage caused to the Society's premises by me/us and or the members of my/our family.

6. I/We further declare and undertake that I/We shall not entertain or allow any stranger and or outsider except the members of my/our family to use the said flat during the period of the Agreement.



7. I/We further declare that I/We shall not create any nuisance in the Society premises or cause any nuisance or annoyance to the other members of the society.

8. I/We further declare that I/We shall not dirty the society premises, shall not play loud music disturbing the resident of the society, shall not hold late night parties, shall not park the car haphazardly and shall not misbehave with the security guards.

9. I/We hereby confirm that I/We have got the necessary verifications / clearances from the Police authorities strictly as per the rules laid down by the Government of Maharashtra at before the occupation of the said flat/s, failing which the society shall not grant us the permission to occupy the said flat/s. The said document regarding the police verification is enclosed herewith.

10. I/We shall vacate the premises as per attached agreement failing which I/We are liable to be prosecuted by the owner/s and / or the society at our own cost.

11. I/We further declare that the permission granted by the Society is strictly according to the Bye-Laws and we are further admitting that the permission granted to me/us to occupy the flat/s is only for _____ months or for a extended period subject to further grant of permission in this behalf and I/We further admit that the use and occupation of the said flat shall not in any way confer upon me/us any right to membership of the society or leased tenancy or ownership in respect of the said flat/s.

12. I/We further declare that I/we shall use the said flat strictly for the residential purpose and shall not carry out any business or commercial activity therein.

13. I/We further agree that in the event of breach of any of the above conditions by me/us, our Leave and License agreement shall summarily come to an end and I/We are bound to vacate and hand over peaceful possession of the said flat/s to the Society and shall be responsible for all the cost and expenses incurred by the Society to recover the vacant possession of the said flat/s from me/us.

Solemnly declare at Mumbai
this _____ day of _____ 20__

Explained, interpreted and identified by me:

(Advocate)

(Licensee)
Declarant



Professional Management Associates

Customised Solutions and beyond...

504, Swami Jairamdas Shopping Complex, Opp Chembur Police Station, Near Basant Park, Chembur, Mumbai : 400071. Cell :9870039003.

Appendix-42

Date: _____

No: _____

To :
The Sr. Inspector of Police,
_____ Police Station ,
Mumbai

Photograph of Owner / Landlord	Photograph of Licensee
--------------------------------	------------------------

1	Name of the Licensor/ Owner (Present Address & Phone No)	
2	Name of the Licensee/ Rental (Present Address & Phone No)	
3	Address of premises to be given on Leave & License basis	
4	Address of Native Place / Rental (Correspondence Address) Licensee	
5	Nature of Work (Licensee)	
6	Office Address of the licensee (Phone no with Visiting Card)	
7	Family Members	
8	References of the known Persons (Full Address & Phone No)	
9	Agreement Period (Date of Commencement)	
10	Name of the Agents / Phone / Seal	

Enclosures. Documents attached

- Photo Identity (Election / Employer Card, Pan Card, D/ License, Passport, etc)
- Ration Card
- Register / Notarised copy of the Leave & License Agreement

Notes (Instructions to be followed)

- It is the responsibility of the agent to accompany the Licensor and the licensee to the police station at the submission of the form.
- It is the responsibility of the Society to keep watch on the activities of the tenant and to inform the police station
 - If the tenant vacates the premises before the end of the term
 - When the term of the license is renewed / extended

The above details are True to best of our belief and knowledge

(Signature)
Licensor / Landlord

(Signature)
Licensee



Appendix-43

Request letter for repairs / renovation/ modifications

Date : _____

The Hon Secretary,
_____ Co-op Housing Society Limited,
C.T.S. No _____, _____,
Mumbai : _____

Dear Sir,

Re : Flat no/s _____ on the _____ Floor in Building “ _____ ”,
_____ Co-operative Housing Society Ltd, situated at
_____ Mumbai : 400064

I/We have to inform you that I am intending to carry out repairs / renovation/ modifications in my/our captioned flat no _____

I/we intend to carry out the following repairs / renovation/ modifications :

- 1 _____
- 2 _____
- 3 _____
- 4 _____
- 5 _____
- 6 _____

I / We are aware about the rules and regulations and hereby state and confirm to abide by them.

I/we further declare and confirm that I/we shall not carry out any structural changes in the said flat

I/we request you to kindly grant me the NOC for carrying out repairs/ modifications / alterations. The declaration cum undertaking is attached herewith for your ready reference & records.

Thanking you ,

X
Sign of Member/s



Appendix-44

Declaration cum undertaking for Renovations / Repairs / Modifications

I/ We, _____, both / of Mumbai, Indian Inhabitants, residing at Flat No _____ in Building “_____”, “_____” situated on CTS No _____, _____, Mumbai – _____, do and each of us doth hereby solemnly declare and undertake as under: -

1. I/ We have requested the _____ Co-operative Housing Society Limited (hereinafter referred to as “the Society”) to grant us permission for renovations / modifications / repairs in my/our residential flat being Flat No. _____ (hereinafter referred to as “the said Flat”) on the _____ floor of the Building known as “_____” “_____” situated at _____ Mumbai - _____.

2. I/We have represented to and assured the Society (and we hereby reiterate and confirm) as under:-

- (a) I/We require to repair, modify, renovate, paint and make changes in the said flat for residential use of self/ourselves and the members of our family;
- (b) I/We do not intend to use and I/we shall not at any time hereafter use the said flat or permit or suffer the said flat to be used by any person or persons whatsoever for any non-residential or commercial use/purpose;
- (c) I/We shall duly observe and perform all rules, regulations, stipulations and conditions laid down from time to time by the Society, with regard to the use of the flats and the rules, regulations, guidelines framed for modification, alterations, repairs therein.

3. I/We further declare and undertake that:-

(a) You have informed us and I/we am/are aware and confirm that:-

(i) I / We shall abide by all the Bye-laws, Rules and Regulations of the Government, BMC, concerned Electric Supply Company and all other Local and Public Bodies and Authorities, and the covenants mentioned in the agreement for sale executed between the flat purchaser/s and the builder and attend to, answer and be responsible for all actions for violation of any such Bye-laws or Rules or Regulations and or the covenants , terms & conditions of the sale agreement executed between the flat purchaser and the builder..

(ii) I/We shall not make any structural changes in the said flat in the said building ‘_____’ in or at any place in the said building (including the exterior of the door of our flat) or at any place in or on the said land on which the said building stands or the compound wall thereof;

(iii) I/We shall not use the common area and/ or facility (including lift, staircase, lobby, passage, terrace, open space, etc.) or any parking space in the compound of the said building for any purpose whatsoever connected with the non-residential or commercial use/ purpose of my/our flat in the said building;



- (iv) I/We shall submit the drawings and details and safety certificate to the Managing Committee from qualified civil /structural engineer before making any major changes and or /alterations and or / modifications.
- (v) I/We shall abide by the decision of the Managing Committee which would be final and shall be binding on us.
- (vi) I/We shall be legally responsible not to damage or spoil the elevation of the building in any manner and or do any structural changes including chipping or making slits in beams and or columns to accommodate so called concealed wiring, etc
- (vii) I/We shall not extend dry areas and or / enclose the balcony and or / any other areas and shall retain / maintain the original status as given by the builder
- (viii) I/We shall not make any such alterations or changes which shall involve re-shifting of the plumbing lines and or/ the sink portion and or/ changes the present position of the nani trap.
- (ix) I/We shall not carry out carpentry or any other work in the common areas of the Society, including passage, staircase, etc.
- (x) I/We shall keep all common areas clean and clear of obstruction.
- (xi) I/We shall clear the debris from time to time and clean the total area within five days of completion of work.
- (xii) I/We confirm that we shall permit the Managing Committee members to inspect the work being carried out in our flat as and when required by them.
- (xiii) I/We undertake to keep interest free refundable deposit of Rs.15000/- as a security deposits for carrying out modification / renovation / civil work and we are aware that the same shall be refunded to us within one month of our intimation of completion of the work and after deducting the amounts spent by the society on account of any damages caused to the society's / members property during such repairs.
- (xiv) I/We shall use the staircases to transport material for work carried out in the said flat and under no circumstances shall use the lifts for purpose of taking material for repairs, etc.
- (xv) I/We shall provide the names of the contractors and the workers to the Manager and the Security Guards of the Society
- (xvi) I/We shall abide by the timing and shall restricted the work from 9 A.M to 6.00 P.M with afternoon break of 2.00 P.M to 4.00 P.M Work shall not be carried out on Sundays / public Holidays
- (xvii) I/We undertake to rectify immediately any damage caused to adjoining or flats below due to the work being carried out by us at our own cost to the satisfaction of the affected member.
- (xviii) I/We hereby indemnity the society and its office bearers and the members that in case of any damages and or leakages caused due to any work carried out by me/us, I/we alone shall be responsible to do good the damages caused directly and or indirectly to any members of the Society within a time frame of 15 days on receipt of any such complaint by the member / society.
- (xix) I/We declare and confirm that in case we fail to attend the complaint within a stipulated time period as stated in clause (xvii) the society shall have an



option of appointing a qualified contractor to get the complaint attended and for which the total cost including material, labor, etc will be paid by us.

- (xx) I/We declare and confirm the society shall be at the liberty and within its rights to recover amounts spend for the said repairs caused due to the work being carried out in the said flat from us by raising a demand note.
- (xxi) I/We declare/ undertake that the society shall be entitled to restrict access into the said building or the land on which the same stands of any person or persons visiting connected with the non-residential or commercial use/ purpose of our flat in the said building.

(b) I/We shall duly abide by and comply with the provisions of this Declaration-cum-undertaking at all times hereafter without any reservation whatsoever and shall keep the Society, indemnified from and against any breach or failure on our part to observe and/ or comply with the same.

(c) Any breach or failure (or likely breach or failure) on my/our part to observe and/ or comply with any of the foregoing provisions of this Declaration-cum-undertaking shall (without prejudice to all other rights and remedies available to the Society) be valid grounds for an action for injunctive relief against us and to recover sums due for damages from us.

4. I/We have made this Declaration-cum-undertaking unconditionally and conscientiously, knowing fully well that relying upon the representations and assurances given by us to the Society as stated above and this Declaration-cum-undertaking made by us, the Society will grant the permission to repair, modify, renovate the said Flat.

5. This Declaration-cum-undertaking is irrevocable and shall be binding on me/us, my/our respective heirs, executors, administrators and assigns and all persons into whosoever hands the ownership of the said flat shall come.

SOLEMNLY DECLARED at Mumbai)
by the withinnamed:)
_____)
_____)
this _____ day of _____, 20____)
in the presence of)



Appendix-45

Request for Residence Proof for Members

Date : _____

The Hon Secretary,
_____ Co-op Housing Society Limited,
C.T.S. No _____, _____,
Mumbai : _____

Dear Sir,

Re : Flat no/s _____ on the _____ Floor in Building “ _____ ”,
_____ Co-operative Housing Society Ltd, situated at
_____ Mumbai : 400064

I /we, am/are bonafide member/s of the society and flat owner/s in respect of captioned flat no _____.

I / We require proof of residence for self / my family, namely for 1) Mr/Ms/ Master _____ (* My _____), 2) Mr/Ms/ Master _____ (* My _____), 3) Mr/Ms/ Master _____ (* My _____), & 4) Mr/Ms/ Master _____ (* My _____), for submission as residence proof for issuance / renewal of passport / Ration Card / Opening of Bank account / obtaining gas connection / _____

A photo copy of the birth certificate (**), Ration Card, _____, _____ (as proof of minor / relation) is attached herewith for your ready reference & records.

I/We am/are fully aware that the society will be issuing me/us the residence proof on the representations made by me/us herein.

I/We request you to kindly issue me/us a certificate as per aforesaid request at the earliest and oblige.

Thanking you ,

x

Sign of Member

* relation with member

** applicable in case of minor



Appendix-46

Request for Residence Proof for Licensee

Date : _____

The Hon Secretary,
_____ Co-op Housing Society Limited,
C.T.S. No _____, _____,
Mumbai : _____

Dear Sir,

Re : Flat no/s _____ on the _____ Floor in Building “ _____ ”,
_____ Co-operative Housing Society Ltd, situated at
_____, Mumbai : _____

I /we, am/are bonafide member/s of the society and flat owner/s in respect of the captioned flat no _____

I/We have to inform you that I/we have given my/ our flat on leave & license and entered into an agreement dated _____ with _____ for period from _____ to _____. The said agreement has been duly registered as required under the law. The formalities as required b the society has already been complied by me/us.

My/our licensee has requested me/us for issuance of a residence certificate for self / his family, namely 1) Mr/Ms/ Master _____ (* Licenses _____), 2) Mr/Ms/ Master _____ (* Licenses _____), 3) Mr/Ms/ Master _____ (* Licenses _____), & 4) Mr/Ms/ Master _____ (* Licenses _____), for submission as residence proof for issuance / renewal of passport / Ration Card / Opening of Bank account / obtaining gas connection / _____

A photo copy of the birth certificate (**), _____, _____ (as proof of minor / relation) is attached herewith for your ready reference & records.

I /we give my/our consent for issuance of the certificate to my/our licensee . I /we am/are fully aware that the society will be issuing me/us the residence proof on the representations made by me/us herein.

I /We request you to kindly issue the certificate as per aforesaid request at the earliest and oblige.

Thanking you ,

x
Sign of Member

* relation with member
** applicable in case of minor



Appendix-47

Request letter for availing Loan

Date : _____

The Hon Secretary,
_____ Co-op Housing Society Limited,
C.T.S. No _____, _____,
Mumbai : _____

Dear Sir,

Re : Flat no/s _____ on the _____ Floor in Building “ _____ ”,
_____ Co-operative Housing Society Ltd, situated at
_____ Mumbai : 400064

I/We intend to avail loan from _____, _____ branch by mortgaging my/
our aforesaid flat No _____ as and by way of collateral security for repayment.

I/we hereby confirm and declare that I/we have no loan of any other loaning body and
or institution and further declare that there are no encumbrances on the aforesaid
property.

I /we request you to kindly give me /us an NOC to avail loan from _____

I/We am/are fully aware that the society will be issuing me/us the NOC based on the
representations made by me/us herein.

Thanking you ,

X
Sign of Member/s



Appendix-48

Transfer of existing Loan

Date : _____

The Hon Secretary,
_____ Co-op Housing Society Limited,
C.T.S. No _____, _____,
Mumbai : _____

Dear Sir,

Re : Flat no/s _____ on the _____ Floor in Building “ _____ ”,
_____ Co-operative Housing Society Ltd, situated at
_____ Mumbai : 400064

I/We have to inform you that I/we have availed loan from _____ and the aforesaid flat/s has been mortgaged with the said _____

I / We now intend to transfer the said loan of _____ to _____ by mortgaging my/ our flat No _____ as and by way of collateral security for repayment.

I/we hereby confirm and declare that other than the loan of _____ I/we have no loan of any other loaning body and or institution and further declare that there are no encumbrances on the aforesaid property.

I/we request you to kindly give me /us an NOC to transfer my/our loan from _____ to _____

I/We am/are fully aware that the society will be issuing me/us the NOC based on the representations made by me/us herein.

Thanking you ,

X

Sign of Member/s



Appendix-49
Closure of Loan

Date : _____

The Hon Secretary,
_____ Co-op Housing Society Limited,
C.T.S. No _____, _____,
Mumbai : _____

Dear Sir,

Re : Flat no/s _____ on the _____ Floor in Building “ _____ ”,
_____ Co-operative Housing Society Ltd, situated at
_____ Mumbai : 400064

Please find letter from _____ informing the status of the loan
availed by me /us against the aforesaid flat. As per the letter issued by the said
_____, I/we request you to kindly release the lien /charge against my flat, of
the said _____

The proof of the loan linked to my property i.e flat No _____ is attached for your ready
reference and records.

Thanking you ,

X

Sign of Member/s



Appendix 50

Contact nos in case of emergency:

Particulars	Name of service Provider	Contact Person	Tel / Contact Nos	Contract Amount	Period
Elevators	M/s Otis India Ltd				
Electrician	Mr.				
Plumber	Mr.				
Intercom	Ms/				
Generator					
Fire Fighting Systems					
Society Office					
Consultants / Property Managers			Cell : Email –		
Bankers			A/c No		
Chairman					
Secretary					
Treasurer					
Committee Member					
Committee Member					
Committee Member					
Committee Member					
Committee Member					
Committee Member					



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P. M. Associates

504, Swami Jairamdas Shopping Complex,
Opp Chembur Police Station,
Near Basant Park, Chembur,
Mumbai : 400071
Email. pmassociates@rediffmail.com



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- Stamp Duty & Registration
- Account Services : Billing, Accounts, Audits, TDS & Income Tax Returns
- Security Services
- House Keeping Services
- Horticulture : Maintenance of Gardens, Landscaping
- Maintenance Services : Any civil work
- Painting
- Interior designing
- Health: Maintenance of Swim Pool ,Club House, supply of all equipments
- Catering: Canteen Contracts, Catering services.



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