



CONSTITUTION OF PURBANCHAL HOUSING APARTMENT OWNERS' ASSOCIATION.



**CONSTITUTION OF THE PURBANCHAL HOUSING
APARTMENT OWNERS' ASSOCIATION**

**REGISTERED UNDER SOCIETIES REGISTRATION ACT, 1860
(REGISTRATION NO)**

**91 BARTHAKUR MILL ROAD, ULUBARI
GUWAHATI-781007**

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CONSTITUTION OF THE PURBANCHAL HOUSING APARTMENT OWNERS' ASSOCIATION.

1. PREAMBLE

- a) We, the resident and non-resident flat owners of the Purbanchal Housing Complex do hereby solemnly resolve to constitute a non-government, non-political and no-profit earning voluntary Association in the name & style of Purbanchal Housing Apartment Owners' Association.
- b) This shall be adopted now and come into force with immediate effect.

2. NAME

The name of the Association shall be the "Purbanchal Housing Apartment Owners' Association".

3. ADDRESS

Purbanchal Housing Complex, House No:91,
Barthakur Mill Road, Ulubari, Guwahati-781007.

4. REGISTERED OFFICE

The registered office of the Association shall be housed at 1st floor of Kaushik Apartment within the premises of Purbanchal Housing Complex

5. AREA OF OPERATION

- i) The area of operation extends to the entire geographical area of the complex consisting of 16 (sixteen) residential flats in block A ie, Kaushik Apartment and 24 (twenty four) residential flats in Block - B ie, L.B Apartment. Kaushik Apartment is G+3 with an over head water tank on the terrace, where-as LB Apartment is G+4 with an overhead water tank, store room and Security Guard's room on the terrace. Both the buildings including the open space all around stand on a plot of land measuring 1 (one) bigha. 0 (Zero) Katha and 6 (six) lechas covered by dag no 1430 (old) and 1894 (new), K.P Patta No 589 (old), 1283 (new) of village Sahar Ulubari, Part - II (Natun Town Sarania), Mouza - Ulubari in the district of Kamrup (Metro) within municipal ward no 29 under Paltan bazar Police station.
- ii) Each apartment owner shall be entitled to the exclusive ownership and possession of his/her apartment and an apartment with its undivided interest in the common areas and facilities shall be construed as heritable and transferrable immovable property

6. DEFINITIONS.

In this statute, unless otherwise requires :

- i) Act means Societies Registration Act, 1860
- ii) Association / Society means the Purbanchal Housing (K & LB) Apartment Owners' Association.

- iii) Executive Committee (EC) means the committee constituted by the AGM to oversee different activities of the Association.
- iv) AGM means Annual General Meeting
- v) Accounting year means financial year beginning on the 1st day of April and ending on the 31st day of March in the following year.
- (vi) Apartment means part of a property having a direct exit to a road, street or to a common area leading to such a road, street which together with the undivided interest in the common area and facilities form an independent residential unit.
- vii) The common areas and facilities such as the land on which the building is located and all casements, rights etc belonging to the land and the building includes:
 - a) The foundation columns, girders, beams, supports, mainwalls, roofs, lobbies, stairs, ways, lifts and entrance and exits of the buildings.
 - b) Parking areas for cars, scooters, cycles and store spaces for pumps and generators in the basement of Block-B, LB Apartment.
 - c) The eastern side ceiling of the top floor of Blocks - A & B for performing any ceremony.
 - d) Installations of common services such as power, lights, transformer, sewerage etc.
 - e) Such other common facilities as may be specifically provided for in future.

- viii) Common expenses means the expenses of administration, maintenance, repairs and replacements of the common areas and facilities and all other sums assessed against the apartment owners by the Association.

7. AIMS

The primary aim of the Society is to forge a bond- age of unity, love and friendship among the members and to inculcate the spirit of fraternity. Amicable settlement of any dispute through mutual discussion is the cherished motto of the Association.

8. IN-HOUSE OBJECTIVES

The basic objectives of the Association are the follow- ing:

1. To educate the members about their rights, duties and responsibilities.
2. To foster cordial relationship among the members irrespective of flat owners and tenants.
3. To help each other in times of need.
4. To ensure healthy and co-operative spirit of living among the family members of the apartment dwellers.
5. To take necessary steps for upkeep and maintenance of sanitary installations including drains and cleanliness of the common space and entire compound.
6. To take necessary steps for the maintenance of buildings, compound, water pumps, generator,

- electrical installations, boundary walls, exit gate etc and to ensure proper functioning of the transformer.
7. To install, add or alter existing equipment and machinery so as to upgrade civic services to the members.
 8. To fix the rate of monthly maintenance charge, as deemed fit from time to time, payable by each member and to ensure its collection on a monthly basis.
 9. To accept and raise money by way of subscription and donation or otherwise for welfare of the Association.
 10. To pay corporate tax, urban tax, ground rent on land etc as required to be paid in respect of the land and buildings and appropriate the amount so paid against the maintenance collection.
 11. To take steps for appointment of required staff to ensure security, safety and cleanliness of the buildings and premises.
 12. To make correspondences with appropriate authorities in all matters concerning the Society.
 13. To employ Solicitor, Advocate, Contractor etc as may be required and to pay their remuneration.
 14. To do all such other things as may be lawful, incidental or conducive to the attainment of the foregoing objectives.

9. PHILANTHROPIC OBJECTIVES

a) Art & Culture:

Primary objectives for which Society is proposed to be established shall be to uphold the social & cultural heritage of Assam particularly the city of Guwahati which is the gate way of North East India and serves as the hinterland of the Act East Policy of Government of India. As such it attracts annually millions of foot falls of tourists and other high-profile professionals. It is therefore, essential to make the city socially & culturally vibrant. It shall be the endeavour of the Society to foster Art & Cultural activities in collaboration with Government and other voluntary organizations.

b) Health & Education:

It shall be the endeavour of the Society to propagate health & education particularly among the financially weaker sections and for this purpose awareness programmes wherever necessary shall be undertaken.

c) Women & Child welfare:

With a view to ensuring women & child welfare, regular awareness programmes shall be undertaken in collaboration with Health & Family Welfare department of Govt emphasizing the need for having a small family, proper nutrition of child, pregnant & lactating mothers, discouraging child marriage and encouraging universal literacy.

d) Environment:

As of now, environmental pollution has become a major cause of concern globally. This has happened due to wanton denudation of forest coverage, indiscriminate discharge of industrial effluences, emission from vehicular traffics. In order put an end to this menace, awareness programmes shall be undertaken to disseminate how environment can be kept clean and also the need to conserve forest by plantation of trees.

10. MEMBERSHIP

- (i) All flat owners of Purbanchal Housing Complex, by virtue of owning a flat within the complex, shall automatically be an honorary member of the Association.
- (ii) Each member shall be liable to pay an Annual Membership Fee of Rs. 500/- (Rupees Five Hundred) only preferably at the beginning of each financial year.

11. TERMINATION OF MEMBERSHIP

Any member shall cease to be a member of the Association for any one or more of the reasons stated below:

- (i) By resignation.
- (ii) Due to violation of the Constitution or acting directly or indirectly against the harmonious working

of the Association and its interest, after giving the concerned member an opportunity to defend his position.

- (iii) For non-payment of annual subscription and other dues of the Association.
- (iv) Inability of the member due to physical or mental illness.
- (v) The Executive Committee shall be the appropriate authority to decide on the termination of membership.
- (vi) Any member who shall, for any reason stated above, cease to be member, shall nevertheless be liable to pay the usual dues of the Association.

12. RE-ADMISSION

Any member, whose membership has been terminated, may seek readmission provided he pays all the arrears of subscription and all other dues of the Association. The Executive Committee shall be the appropriate authority to decide on the readmission depending on the merit of the case

13. GENERAL BODY

- (i) The General Body of the organisation shall comprise of all general members owning a flat in Purbanchal Housing Complex. In addition, the tenants of out-station flat owners may represent thier respective owners.

- (ii) The General Body shall be the supreme authority to decide all matters relating to the organisation. Its decision shall be final and binding to all members of the Association.

14. GENERAL BODY MEETING

- (i) The Secretary, in consultation with the President and in his absence the Vice-President shall convene the Annual and Biennial General Meeting preferably during the first fortnight of April each year to review the activities of the immediate preceding year.
- (ii) The President and in his absence the Vice-President shall preside over the meeting of the General Body. In the absence of both any senior member of the Executive Committee shall preside over the meeting.
- (iii) Matters to be dealt with in the Annual General Meeting shall consist of Report of the Secretary on the problems, prospects and activities of the society during the year under consideration. Report of the Treasurer on Financial position of the Society during the year under consideration. Any other pertinent matters relating to the organisation. Whereas the Biennial General Meeting, apart from transacting the aforesaid business, shall select/ elect office bearers for the new Executive Committee and appoint internal auditor for the ensuing

period of two years.

- (iv) The quorum of the General Body Meeting shall be one-third of the number of membership totalling 40. In case of General Body Meeting adjourned to a next date due to absence of quorum, the adjourned meeting shall need no quorum and the members present shall constitute the quorum.

15. EXTRA-ORDINARY GENERAL MEETING

An Extra-ordinary General Meeting of the Association may be convened by the Secretary, in consultation with the President, to discuss any unforeseen urgent matter which brooks no delay or on receipt of a requisition made in writing by not less than one-third of the total number of members on any issue considered relevant for the purpose.

16. EXECUTIVE COMMITTEE (EC)

16.1. COMPOSITION

The Executive committee shall consist of the following office bearers :

1. President1
2. Vice-President ... 1
3. Secretary ... 1
4. Joint Secretary ... 1
5. Treasurer ... 1
6. Members ...5

Note : As far as practicable, the President shall be elected/ selected from amongst the senior most member of the Association.

16.2. EX-OFFICIO MEMBER

Apart from members as stated above, the outgoing President and Secretary shall be ex-officio members of the EC. Thereby the total number shall be restricted to 12.

16.3. SELECTION OF EXECUTIVE COMMITTEE (EC)

The office bearers of the Executive Committee shall be selected in the Biennial General Meeting of the Society from among the general members who are flat owners and present in the meeting. However, any member who is absent due to reasons beyond his control and has intimated as such in writing may also be considered for selection to any post as office bearer.

16.4. CASUAL VACANCIES

Casual Vacancies as and when occur in any cadre of the EC between the two AGM. shall be filled up from amongst the general members by the AGM.

16.5. CO-OPTION

Whereas, a large number of general members rented their flats and stay outside, occasionally

there is dearth of suitable personnel to man the EC. To meet the requirement the EC shall be competent to co-opt a tenant as member of the Society for a specific purpose provided his/her services are considered essential for the said purpose

16.6. TENURE

The tenure of office of the EC shall be for a period of two years from the date of selection or earlier as may be required to synchronise with the financial year. Under exceptional circumstances the tenure of the EC shall be extended for a further period of one year provided a resolution to that effect is adopted by the AGM giving the reasons for such necessity.

16.7. REMUNERATION

Whereas the Society hereby formed being a no-profit earning welfare Society, the office bearers shall hold office in honorary capacity. Nevertheless, the job of Treasurer is not only arduous but his services are required day in and day out. Having regard to this aspect, the EC shall be competent to fix a suitable rate of remuneration per month to the Treasurer.

16.8. MEETINGS

The Secretary shall, in consultation with the President, circulate the notice of a meeting at least 21 days ahead in case of General Body meeting and at least 7 days ahead in case of Executive Committee meeting giving the date, time, venue and agenda to be discussed.

16.9. QUORUM

The presence of two-third of the total number of members in the Executive Committee shall form the quorum except in case of adjourned meeting where no quorum shall be required.

16.10. POWERS AND FUNCTIONS OF OFFICE BEARERS

(i) PRESIDENT

The President shall be the head of the organisation. All office bearers shall work under the guidance and supervision of the President. The President shall preside over all the meetings of the Society. The President may give specific assignment to any member of the organisation. The President may direct the Secretary to convene the Annual General Meeting, Executive Committee Meeting or any other meetings depending on prevailing situation.

(ii) VICE-PRESIDENT

In the absence of the President, the Vice-Presi-

dent shall be liable to exercise all powers, duties and responsibilities vested to the President.

(iii) SECRETARY

- (a) The Secretary shall function as the Chief Executive of the organisation and act in close coordination with the President.
- (b) The Secretary shall execute the directives of the General Body and the Executive Committee and act in accordance with the Constitution of the Society and law of the land so as to further the cherished objectives of the Association.
- (c) The Secretary shall, in consultation with the President, fix the date, time, venue and agenda of each meeting.
- (d) He shall maintain the proceedings of all meetings and keep them as a permanent record.
- (e) The Secretary shall be responsible for safe custody of all records.
- (f) The Secretary shall make all correspondences on behalf of the Association and act as its spoke person to other Associations.
- (g) The Secretary shall be liable to formulate schemes for all round development and welfare of the Society and take necessary steps for its implementation
- (h) The Secretary, in collaboration with the Treasurer, shall prepare a list of inventories and keep a tab on assets through physical verification from time to time. The old and unserviceable materials shall

be disposed of by open sale.

- (i) In the discharge of his duties Secretary may take assistance from the Joint Secretary and, if required, from other members.

(IV) JOINT SECRETARY

The Joint Secretary shall assist the Secretary in all matters of day to day administration. He shall be liable to discharge the functions of the Secretary in the absence of Secretary.

(V) TREASURER

The Treasurer shall be responsible for maintenance of all accounts of receipts and expenditures of the Society as per normal procedure of accounts keeping and shall be responsible for maintaining the registers and ledgers of accounts. The Treasurer shall be responsible to get the annual accounts audited by the Internal Auditor and place the same in the Annual General Meeting and Biennial General Meeting. He shall be responsible for collection of all receivable of the Society from the members and other stake holders on production of printed receipts. He shall make payment for all expenditures of the society as certified by the Secretary.

17. INTERNAL AUDITOR

The General Body in its Biennial Meeting shall appoint one member as Internal Auditor for auditing the annual accounts of the organisation. The Gen-

eral Body, if considered necessary, may appoint a firm of Chartered Accountants for the purpose.

18. FUND

- (a) The Fund of the Society shall consist of the Following :
 - i) Annual membership fee collected from flat owners once in a year.
 - ii) Maintenance fee collected monthly from flat owners and tenants.
 - iii) Water charges collected monthly from the residents.
 - iv) Parking fees collected monthly from the tenants for car/scooter.
 - v) Donation / subscription / sponsorship received from members and others.
 - vi) Commission realised from sale/purchase of flats in the complex.
 - vii) Interest accrued from savings bank account.
 - viii) Sale proceeds of old materials.
 - ix) Any other receivable by the society.
- (b) All Cash inflows during a month after meeting the obligatory expenditure of the month shall be deposited in the bank account of the Society. However, the Treasurer shall retain a cash amount of Rs. 5000/- as imprest for meeting contingent expenditure.
- (c) All expenditure from the fund exceeding Rs. 10.000/- shall be incurred with the prior approval of E.C. However, Secretary shall be entitled to incur expenditure upto Rs.10.000/- to meet any exigency

subject to regularisation by the E.C. subsequently.

19. BANK ACCOUNT

Bank account will be opened in the name of the Association in any nationalised bank by the Treasurer, the Secretary and the President and shall be operated jointly by any two of them.

20. ACCOUNTING YEAR

The accounting year of the Association shall commence from the 1st day of April and end on 31st day of March of the following year.

21. PARKING SLOT

No flat owner/tenant shall be permitted to park more than one car/scooter in the parking area. Due to limited availability of space, no flat owner can be allotted a parking slot exclusively dedicated to an individual flat owner. Nevertheless, each flat owner may park one car and one scooter in the parking area without any payment but subject to availability of space. On the contrary, each tenant may park one car on payment of Rs. 400/- per month and one scooter on payment of Rs. 100/- per month depending on availability of space. In no way the society shall be liable to ensure a dedicated parking slot for any member.

22. BASEMENT AREA

The flat owners/tenants intending to perform any caremony shall be permitted to use the basement

area or part thereof on payment of sums as specified below :

Area	Rate per day
1. Entire Parking Area	Rs. 5000/-
2. Half Parking Area	Rs. 3000/-
3. Quarter Parking Area	Rs. 2000/-

23. ROOF AREA

The flat owners/tenants intending to perform any ceremony shall be permitted to use the roof area of both the buildings or part thereof on payment of sums as specified below :

Area	Rate per day
1. Full Roof Area	Rs. 4000/-
2. Half Roof Area	Rs. 2000/-

24. EXEMPTION

- (i) The Society performing any function of its own shall be exempted from payment of any charge.
- (ii) In case of flat owners / tenants performing Adhyasradhya ceremony of any member of the family shall be exempted from payment.

25. LIFT OPERATION

For the purpose of this statute, lift cannot be treated in the category of common property since the facility is available only to the residents of LB apartment. As such for operation and maintenance of lift the residents of LB Apartment shall pay Rs.

200/- per month which may be revised from time to time as required. To safeguard the interest of stake holders a separate account shall be maintained by the Treasurer for receipts and expenditure of lift. Secretary shall oversee the smooth operation and maintenance of lift.

26. UNPAID LIABILITY

- (i) On every sale / transfer of a flat, the purchaser of the flat shall be jointly and severally liable with the vendor for clearance of all unpaid dues of the Society against the latter upto the time of sale/transfer.
- (ii) If any flat owner / tenant fails to pay the maintenance charges, water bill or any other dues of the society for more than two months a fine of Rs 100/- per month will be levied and for more than 6 six consecutive months the Society shall have the right to discontinue water supply and other services to the defaulting member which will be restored on payment of all arrears with a fine of Rs. 100/- for each month of default.
- (iii) If any tenant fails to pay the maintenance charges or any other dues of the society for more than six consecutive months, the concerned flat owner shall be liable to clear the dues with late fine as laid down above.

27. DUTIES AND RESPONSIBILITIES OF MEMBERS.

- (i) All members, without any exception, shall strictly abide by the Rules and Regulations of the Association and failure to do so shall attract penal action as deem fit by the Association.
- (ii) No member shall do any work which would be prejudicial to the soundness or safety of the property or would reduce the value their of or impair any casement or shall add any material, structure or excavate any additional basement or cellar, any change in property of the common areas and facilities.
- (iii) Any member intending to install electrical gadgets of any kind like geyser, airconditioner, micro - wave oven etc. shall take prior permission of the Secretary so as to ensure compatibility with the existing load capacity of the transformer.
- (iv) No flat owner or his/her tenant shall park any car or scooter outside the parking area of the complex.
- (v) The flat owner shall occupy and use the allotted flat for his/her own residence and shall not be permitted to make major modification of the flat or to sell/let out the flat or portion thereof to anybody without taking prior written permission of the Secretary.
- (vi) No Flat owner shall be permitted to sell his/her flat for any commercial purpose. The prospective buyer of the flat shall be debarred from undertaking any

sort of trade, commerce or business activities within the premises. In no way the flat so purchased shall be used for stock piling of merchandise or to convert it into warehouse or godown.

- (vii) Any flat owner having two flats side by side or buy any flat adjacent to his/her and get both the units amalgamated into a single unit, shall have to pay maintenance charges for two units.
- (viii) Before taking permission of the Society for NOC, the flat owner shall be required to submit a copy of the deed of agreement. Based on the sale value of the agreement the seller and buyer shall stand liable to contribute a minimum of one percent of the said value to the common fund of the Society payable to the Secretary. The fund so raised shall be utilised for implementation of welfare activities including upgradation of physical infrastructure.
- (ix) All members shall be jointly or severally responsible for cleanliness of the premises and take utmost care to keep the corridor, passage, lawn and open spaces clean and tidy.
- (x) All members shall remain vigilant against any person or persons indulging in littering the premises, wilfully or otherwise.
- (xi) A tenant while occupying a flat on rent shall be required to fill up a form available with the Secretary giving his permanent postal address along with

a passport size photograph. He/she shall be liable to abide by the penal clause laid down at clause 26 (II)

28. EXPULSION OF MEMBER

Any member who goes against the Rules and Regulations of the Association shall be liable to face any action as deem fit by the Association.

29. LEGAL PROCEDURE

As per provision laid down in Section 6 of the Societies Registration Act XXI of 1860, the Association may sue or may be sued in the name of the President / Secretary of the Association.

30. AMENDMENT

Any amendment of the Constitution shall be as per provision of Section 12 of the Societies Registration Act 1860 and shall be carried out by two-third majority in the Annual / Biennial General Meeting.

31. DISSOLUTION

The Association shall be dissolved by a resolution to that effect adopted by three-fourth of the members of the Association at a General Meeting. The said meeting shall also decide the manner of disbursement of the fund and assets of the Association. In the event of any dispute in settlement of claims and liabilities, the matter shall be referred to any Civil Court at Guwahati.

