

BY - LAWS
OF
The O.F.G. Co-operative Group Housing Society Ltd.
(Regtd. No. 168 G/H dated 15-11-79)

**PLOT-50, SECTOR-9, ROHINI,
DELHI**

Original
100-47-18000-1-9
01-11-79

BYE - LAWS
OF
THE O.F.G. Co-operative Group
Housing Society Ltd.

I. PRELIMINARY

1. The Name of the Society is "The O.F.G. Co-operative Group Housing Society Ltd." and its registered address is 118-A/B-3 Lawrence Road, Delhi-35.

Any change in the address shall be notified to the Registrar within 14 days.

2. In these bye-laws unless there is anything repugnant to the subject or context the expression "the Act" means the Delhi Co-operative Societies Act, 1972 (No. 35 of 1972). "The Rules" means the Delhi Co-operative Societies Rules, 1973 and its words and expression defined in the Act and used in these bye-laws shall have the same meaning as assigned to them in the said Act and the Rules.

II. OBJECTS

3. Its objects shall be :-

- (i) To acquire either through outright purchase or on lease, land for development and construction of residential houses/flats for giving to its members, either on lease or rent but the ownership of land and of residential houses/flats shall always remain with the society;
- (ii) to lease out residential houses to its members on such terms and conditions as may be fixed by the Government and the Society;
- (iii) to undertake repairs of houses of its members when necessary;
- (iv) to borrow loans for running the business of the Society and to arrange for its repayment;
- (v) to advance loans to its members for payment of premium or repairs of the house/flat leased out to them and other allied needs;
- (vi) to arrange to provide to its members all necessary common amenities and facilities as may be found practicable by the Delhi Development Authority, the Municipal Corporation of Delhi or such other authority;
- (vii) to arrange for the maintenance of the estate of Society including roads, lanes and parks etc;
- (viii) to do all such things as are incidental or conducive to the attainment of any or all of the above objects;

III MEMBERSHIP

4. The members shall consist of :-

- (1) persons who join in the application for registration;
- (2) persons admitted in accordance with these bye laws; and
- (3) nominal or associate members subject to conditions as laid down in Rule 26

5. (i) Any person shall be eligible to be a member of the Society provided

- (a) he is domiciled in Union Territory of Delhi;
- (b) his written application for membership has been approved by a majority of the Managing Committee;
- (c) his age is more than 18 years, except in the case of minor heir of a deceased member;

- (d) he is not a member of any other house building/Group housing society;
 - (e) he or his wife (she or her husband, in case of a woman or any of his/her dependents does not own a dwelling house or plot for building a house in Delhi/New Delhi/Delhi Cantonment;
 - (f) directly or indirectly he does not deal in purchase or sale of house/flats or land for construction of house/flats either himself or through any of his dependents;
 - (g) he has carried out the provisions of these bye-laws.
- (ii) The society may admit joint members provided they make a declaration in writing that the person whose name stand first in the share certificate shall have the right to vote and all the liabilities will be borne jointly and severally by them as provided in the Act, Rules and bye-laws.
- (iii) In accordance with the procedure laid down in the bye-laws and the Rules for admission of any member, the society may admit minors and persons of unsound mind inheriting share of interest of deceased members as its members through their legal representatives or guardians respectively. The members so admitted will enjoy such rights and liabilities as are laid down in these bye-laws and which are consistent with the Act and Rules.
- (iv) Every person seeking membership of the Society shall sign a declaration to the effect that he or his wife (she or her husband) or any of his/her dependents does not own a dwelling house or plot in Delhi/New Delhi/Delhi Cantonments and that he/she is not a member of any other co-operative house-building/Group Housing society. He shall also be required to submit a declaration to the effect that he shall abide by the regulations of the society set out in annexure 'A'.
- (v) Every member on admission shall pay Re. 10/- as admission fee which shall not be refunded in any case.
- (vi) When a person's application has been accepted by the Committee and he has paid his admission fee and share money he shall be deemed to have acquired all the rights and incurred all the obligations and liabilities of a member of the society as laid down in the Act, the Rules made there under and these bye-laws.
- (vii) (i) Application for admission as member and for allotment of shares shall be made to the Secretary in the form, prescribed by the society for the purpose. Every such application shall be disposed off by the Managing Committee who shall have power to grant admission or to refuse in after recording reasons for such refusal.
- (ii) Any person whose application has been refused by the Managing Committee may prefer an appeal to the Registrar, Cooperative Societies within thirty days from the date of communication of the decision of refusal by registered AD, letter acknowledgement due. The decision of the registrar shall be final.
6. (a) The provisions of bye-law 5 (i) (b) shall not apply to the original members.
- (b) The society shall not admit members within one month prior to the date of the meeting of the general body.
7. **A member of the society may be expelled by a vote of the General Meeting :**
- (1) if he makes default in the payment of instalments of his shares, or
 - (2) he has applied to be adjudicated an insolvent or is an undischarged insolvent; or
 - (3) he has been sentenced for any offence other than an offence of a political character or an offence involving moral turpitude and dishonesty; or
 - (4) he undertakes any profession similar to the objects of the society; or
 - (5) he intentionally does any act likely to injure the credit of the society or fails to observe proper discipline in regard to the work of the society; or
 - (6) for any action which may be held by the Managing Committee or the General Meeting to be dishonest or contrary to the stated objects of the society or the interest of co-operation; or
 - (7) incurs any of the disqualifications as contained in Rule 25.
- A. Opportunity shall be given to a member before expulsion from membership to represent his case to the General body and expulsion shall not be effective unless it is approved by the Registrar.

- (8) A person ceases to be a member :-
- (i) on death; or
 - (ii) for lack of confirmation of membership as per bye-law 5 (iv); or
 - (iii) when his resignation is accepted by the Managing Committee; or
 - (iv) on expulsion under bye-law 7; or
 - (v) ceasing to hold the minimum number of shares prescribed in these bye-laws; or
 - (vi) on withdrawal after 3 months notice in writing to the society, provided that the member withdrawing does not owe anything to the Society and is not a surety for an unpaid debt; or
 - (vii) on undertaking the business of purchase and sale of houses or land for construction of houses either directly or indirectly or on purchasing house or a plot or land for construction of houses either in his own name or in the name of any of his dependents through any other source and the member shall, within one month of his undertaking the said business of purchase of a house or a plot of land shall inform the society about this. Under such circumstances, lease of rent deed executed will automatically become ineffective.
9. (1) A member or the nominee or successor of an ex-member may transfer his shares to another member or applicant qualified under bye-laws 5 and approved by the Committee or to a share transfer fund created by the Society out of its profits and shall than be paid the value of his share, less any sum due from him to the society. No transfer of share or interest shall, however, be made unless a member has held such shares for not less than one year but the conditions of bye-law 5 will not be applicable to the nominee or legal heir of the deceased member.
- (2) The value of the share shall in no case be more than the sum received by the Society in payment thereof.
- (3) A member on withdrawal, whether voluntarily or through the action of the society shall subject however, to the rules of the Society have no claim on the provident fund or any other funds or property of the society of any kind.

IV CAPITAL

10. The capital shall composed of :-

- (a) an undetermined number of shares of the value of Rs. 100/- each;
- (b) loans and deposits from members and non-members;
- (c) donations and grants;
- (d) contributions towards the cost of houses, lands, maintenance of roads, drains and parks;
- (e) other funds;
- (f) realised profits;

Provided that the acceptance of deposits and loans from non-members shall be subject to any restriction which the Registrar may impose.

11. (a) The capital of the society shall be used in carrying out its objects. Surplus funds of the society not likely to be immediately required, shall be invested in accordance with section 49 of Act.
- (b) Every member shall purchase at least one share and no member shall hold shares of which the nominal value exceeds Rs. 20,000/- or exceeds 1/5th of the total share capital actually subscribed. If any member by inheritance or other wise becomes possessed of more than the maximum holding permitted by this rule, the Managing Committee shall have power to sell the excess number or buy them on behalf of the society and to hold the proceeds at his disposal. A member will not be entitled to pay towards his second and subsequent share untill the first or previous one has been paid in full.
12. (a) Shares may be paid up in a single payment.
- (b) A share certificate shall be issued under the seal of the society after the full amount of share money in respect of his shares has been paid. Share certificate shall be signed by the President, Secretary and one of the member of the Committee authorised for this purpose.
13. If a share certificate is lost or destroyed, a duplicate certificate shall be issued on payment of Rs. 2/-.

14. Share shall not be withdrawn or repaid or transferred otherwise than as provided in bye-law 9.
15. Every member may nominate a person or persons to whom on death his shares shall be transferred but no member may nominate more than one person, unless the amount to be paid to such nominees, whether by way of whole shares or by fixed proportion of the amount available for transfer, as the case may be is duly specified when the nominee is appointed and he shall attest the nomination by putting his signature or thumb impression in the register of members. If not admitted to membership the nominee or nominees shall be paid the value of the shares or interest subject to the provision of bye-law 9. If any deduction has to be made from the shares of the deceased and there are more than one nominee, the amount to be deducted shall be set off against the amount due to each nominee in proportion to his interest.
16. The society shall have the right to set off any money due on any account from the society to a member or past member or person claiming through him in payment of any sum which he owes to the society, or for which he stands surety.

V LIABILITY

17. The liability of the member for meeting any deficit in the assets of the society on liquidation shall be limited to five times the face value of their subscribed shares.

VI. GENERAL MEETING

18. The first general meeting of the members shall have the same powers as are herein given to the annual meeting.
 - (a) The preliminary general meeting shall be called within a period of not less than one month and not more than three months from the date of its registration. In this meeting the following business shall be discussed and decided.
 - (i) Approval of allotment of shares, amount collected and amount spent in connection with the registration of the society before registration;
 - (ii) Election, if any, of the members of the Committee other than nominated member, subject to the provisions of section 31 (1);
 - (iii) Approval of programme in ensuing year;
 - (b) The annual general meeting shall be called within a period of 3 months of the close of Co-operative year. A special General meeting may be called at any time by the managing Committee and shall be called by the Secretary on receipt of a requisition from 1/5th of the total number of members or from the Registrar, Cooperative Societies or any person authorised by him.
 - (c) In case of the Annual General meeting, date, time and place of the meeting shall be announced at least 14 days clearly in advance and in case of Special General Meeting at least 7 days in advance, by a written notice published on the notice board of the society and circulated to the members. The election shall be by show of hand unless otherwise decided by the general meeting.
 - (d) The agenda proposed for the Annual General Meeting and Special General Meeting shall be despatched to all member 14 days and 7 days respectively before the date of the meeting, giving date, time and place of meeting.
 - (e) The presence of the 1/3rd of the total number of the members subsisting as such on the date of notice of the meeting subject to a minimum of 10 members shall be necessary for the disposal of any business at General Meeting. Each member shall have one vote irrespective of the shares held by him. The chairman shall have a casting vote in addition; no proxy shall be allowed. No member shall have the right to vote who is in arrear with his share instalment.
19. (i) Provided that the Registrar may, by general or special orders, extend the period for holding such meetings for a further period not exceeding 3 months.
 - (ii) Provided further that if such meeting is not held by the society within the extended period, if any, granted by the Registrar, he or any person authorised by him may call such meeting in the manner prescribed and that meeting shall be deemed to be a general meeting duly called by the society and the Registrar may order that the expenditure incurred in calling such a meeting shall be paid out of the funds of the society or by such person who, in the opinion of the Registrar, were responsible for the refusal or failure to convene the general meeting.

- (iii) If within an hour from the time appointed for the meeting, a quorum is not present, the meeting shall stand adjourned ordinarily to the same day in the next week, at the same time and place but if the meeting is called upon the requisition of the members (not the Registrar) it shall stand dissolved Provided that at the adjourned meeting, no quorum shall be necessary.
- (iv) If at any time during the meeting, sufficient number of members is not present to form a quorum, the chairman/President of the meeting on his own motion or his attention being drawn to this fact shall adjourn the meeting at such convenient time, date and place as he thinks fit and the business to be transacted at the adjourned meeting shall be transacted in the usual manner even if, no quorum is present.
- (vi) No matter shall be discussed at any meeting which has not been included in the agenda of the meeting provided that the chairman may in case of emergency permit the discussion of such matter, when the majority of members present, so desired.
- (v) The President or the Vice-President or in their absence one of the other members elected for the purpose shall preside.

20. The duties and powers of the General Meeting are :

- (1) to elect, suspend or remove members of the Managing Committee, including a President and one or more Vice-President and if the number of members in the society exceeds 20, to elect a committee of control;
- (2) to receive from the Committee a report on the preceeding year's working of the society together with a statement showing the receipts and expenditure, assets and liabilities and profit and loss for the year.
- (3) to consider the audit note, inspection note of the Registrar, or financing institution and any other communication from the Registrar;
- (4) to dispose off profit in accordance with the Act, Rules made thereunder and these bye-laws;
- (5) to discharge any member of the Managing Committee on the recommendation of the Committee of Control which may for this purpose call a general meeting at any time;
- (6) to consider the reports of the Committee of Control together with comments, if any of Managing Committee thereon and the action to be taken on the recommendation contained and in regard to any matter emerging from that report;
- (7) to fix the maximum credit limit for each member provided that such maximum limit shall not be more than that laid down in the Registrar's instruction on the subject but this may be exceeded with the special sanction of the Registrar to be obtained in each case;
- (8) to fix subject to the approval of the Registrar the maximum liabilities to be incurred during the following year in loans or deposits from non-members;
- (9) to amend the bye-laws, subject to the sanction of the Registrar;
- (10) to expel member;
- (11) to fix the terms and rates at which penal interest shall be charged by the managing Committee on over-due instalments of loans;
- (12) to fix the rate of contribution to be made by the member for the maintenance of the estate of the society;
- (13) to decide the manner in which development and construction work will be carried out by the society;
- (14) to decide the terms and condition on which the houses/flats will be leased to the members;
- (15) to frame the rules of business subject to the approval of the Registrar; and
- (16) to consider any other business brought forward.

21. All business discussed or decided at a General Meeting shall be recorded in a proceedings book which shall be signed by the Chairman of the meeting.

22. Amendments to the bye-laws shall only be carried out by a majority of not less than two-third of the member present in a General Meeting in which due notice of the intention to discuss such ammendments shall be forwarded to the Registrar for registration within a periods of 3 months from the date of meeting.

All other questions before the General Meeting shall be decided by a majority of votes.

- (a) If it appears to the Registrar that an amendment of a bye-law of a co-operative society is necessary or desirable in the interest of such co-operative society, he may call upon the co-operative society to make the amendment.

- ✓(b) The Registrar may by serving a notice inform/call upon a society to make an amendment within a period not exceeding sixty days.
- ✓(c) After the expiry of the period specified in the notice under sub-rule (2) and if the society fails to make the amendment, the Registrar after giving the co-operative society an opportunity of being heard, may register the amendment and issue to the co-operative society a copy of such amendment certified by him with a certificate signed by him. With effect from the date of registration the amendment is binding on the co-operative society and its members subject to appeal, if any.
- ✓(d) All amendments of the bye-laws relating to the same Co-operative Society when registered by the Registrar shall be assigned a consecutive number in chronological order and shall be noted in in index to the bye-laws to be maintained by the Co-operative Society in the Registration file.

VII. MANAGING COMMITTEE

- 23(a) (i) The Managing Committee shall consists of not less than 5 members of the society and not more than 15 over the age of 21 including a President and one or more Vice-Presidents or in their absence one of the other member elected for the purpose shall preside. Each member of the Committee shall have a casting vote, in addition,
- (ii) Committee members shall be elected and hold office for one year and shall be eligible for re-election, but no member shall be eligible for holding the office of the President, Vice-President, Chairman, Vice-Chairman, Managing Director, Secretary, Joint Secretary and Treasurer more than two consecutive terms whether full or part. These office bearers shall also not be eligible to hold such office on a Committee of another cooperative society of the same type or on the committees of more than three different types of the Societies.
- (iii) The election of the Managing Committee shall be by show of hands in the manner given in schedule III of the Delhi Cooperative Societies Rules 1973, unless a poll is demanded in which case it shall be held by secret ballot. In case the membership of the society exceeds five hundred, the election shall be held by secret ballot in the manner given in Schedule II of the Delhi Co-operative Societies Rules, 1973.
- (iv) The meeting of the Committee shall be held when necessary and shall be called by the Secretary on receipt of a requisition from three or 1/3rd members of the managing committee, whichever is more or from the Registrar Cooperative Societies, or any person authorised by him. The Managing Committee shall cause minutes of all proceedings of its meetings to be entered in the book for the purpose in hand written at the spot in the presence of members present and voting. The minutes of each meetings shall contain the names of the members, if any, dissenting from or not concurring in any resolution. At the end of the minutes, each member present and voting shall sign them. If the minutes are not made and recorded in this manner, they shall not be considered valid and it shall be deemed that no such meeting was duly called and held.
- (b) The meeting shall be held as often as required but a meeting shall be held atleast once in every month.

24. A member of the Committee shall cease to hold office if he :-

- (1) ceases to be a member of the society; or
- (2) applies for insolvency or is declared insolvent; or
- (3) becomes of unsound mind; or
- (4) is convicted of any offence involving dishonesty or moral turpitude; or
- (5) accepts any office of profit under the society or receives any honourarium; or
- (6) carries on business on his own account similar to that as specified in bye-law 3 (i);
- (7) resigns and his resignation is accepted by the Committee, or
- (8) is a defaulter in payment of dues of the society,

25 / The Committee shall exercise all the powers of the Society except those reserved for the General Meeting subject to any regulations, restrictions laid down by the Society in a general meeting or in the bye-laws and in particular shall have the following powers and duties :-

- (1) to observe in all their transactions, the Act, the rules made thereunder and these bye-laws;
- (2) to maintain true and accurate account of all money received, expended and all stock bought or sold;
- (3) to keep a register of members correct and upto date.

- (4) to keep true account of assets and liabilities of the Society;
- (5) to prepare and lay before the General Meeting the annual profit and loss account and audited balance sheet;
- (6) to examine the accounts, sanction contingent and other expenditure and supervise the maintenance of the prescribed registers;
- (7) to consider the inspection notes of the Registrar and of any other person authorised to inspect by the Registrar or financing institution and take necessary action;
- (8) to elect new members and issue new shares and transfer old shares;
- (9) to arrange for the recovery of dues of the society;
- (10) to summon General Meetings in accordance with bye-law 19;
- (11) to contracts loans subject to any restriction imposed by the Registrar or General Meetings and to make necessary arrangements for its repayments;
- (12) to decide the terms on and the period of which loans are to be given, to approve reject the security, to arrange for the recovery of loans and interest and to impose and recover penal interest on overdue instalments as laid down by the General Meeting and to sanction renewals when necessary;
- (13) to decide the terms on, the period for and the rates of interest at which deposits are to be received and to arrange for the payment of such deposits;
- (14) to watch that the loans are applied to the approved purpose for which they were made;
- (15) to assist in the inspection of the books, other documents and papers of the society by any person authorised to see them;
- (16) to appoint suspend, punish and dismiss employees subject to the provisions of these bye-laws and to fix their remuneration;
- (17) through any member or officer or employee of the society or any other person specially authorised, to conduct, defend, compromise, refer to arbitration or abandon legal proceedings by or against the society or Committee or the officer or employees concerning the affairs of the society;
- (18) to acquire on behalf of the society shares in other registered Cooperative Societies;
- (19) to fix the rate of interest on loans to members subject to bye-law;
- (20) to arrange for the custody of books and to appoint one of its members or one of the officer of the society resident in the area of operation to take charge of all the registers and papers prescribed in these bye-laws;
- (21) to invest the surplus funds of the society in accordance with Section 49 of the Act;
- (22) to acquire and hold property and to enter into contracts on behalf of the society;
- (23) to fix the maximum credit limit of each member in accordance with the instructions of the Registrar, subject to the approval of the General Meeting. This limit will be fixed only when a member field a declaration giving the amount of his debts secured and unsecured with the rate of interest. The proposal for maximum credit limit of a member of the Committee shall be brought before the General Meeting in a separate detailed resolution and shall not be included in the proposal for maximum credit limits of other members;
- (24) to decide the manner of execution of work and its allotment to members and employees;
- (25) to appoint a treasurer to keep the money of the society and to require him to give such security as it may deem sufficient;
- (26) to appoint a Secretary and to fix his remuneration, if necessary;
- (27) to distribute the duties between the Secretary and manager. if necessary;
- (28) to carry out of the development, construction in the manner as may be decided by the General Meeting and allotment of house flat to members in accordance with the rules framed by the Society with the approval of the Registrar;
- (29) to appoint a custodian of the property of Society and to keep it in good state of repair;
- (30) To coopt. members against the vacancy caused by the registration or disqualification of any from members of the managing committee; and
- (31) generally to carry on the business of the Society.

In the conduct of the Business of the society, the Committee shall exercise the prudence and diligence of ordinary men of business and shall be responsible for any loss sustained through acts contrary to the Act, the Rules made thereunder and these bye-laws.

26. No member of the Committee shall receive any remuneration for his work as a member of the Committee. No member of the Committee shall vote in any application for a loan in which he himself is interested as a borrower nor shall he stand surety for a loan to another member of the Committee.

27. All business discussed or decided at a meeting of the Committee shall be recorded in minutes book which shall be signed by the Chairman of the meeting and all members of the Committee present.

28. The Committee may appoint from amongst its own members a sub-committee and may delegate to it or any officer of the Society such of its own powers as it may consider desirable for the better conduct of the Society's affairs. The sub-committee or officers, shall in the discharge of the function entrusted to them, conform in all respects to these bye-laws and to the instructions given by the Managing Committee.

VIII. SECRETARY AND/OR MANAGER

29. The Committee of the society shall specify which of the officers of a society shall :-

- (a) keeps the books of accounts;
- (b) keep other books and registers; and
- (c) prepare returns and statements.

30. Provided that a person charged with the keeping of accounts shall not be the incharge of cash.

If the Committee of a cooperative society has not specified the officers required to be specified in sub-rule (1) notwithstanding anything contained in the bye-laws of the society the following officers shall be responsible for keeping accounts record etc., indicated against, each namely :-

(a) Treasurer :

he shall keep or cause to be kept all the books of accounts and vouchers and shall prepare or cause to be prepared annual profit and loss account, receipts & disbursement account and the balance sheet, whosoever may be writing these books of accounts, they shall always be deemed to be in his custody, possession power and control. He shall be responsible for their safe delivery to his successor after making a list of documents handed and taken over.

(b) Secretary :

he shall keep or cause to be kept all other records of the society and shall be responsible for preparation and submission of various returns to the Registrar, whosoever may be keeping these records, these shall always be deemed to be in his custody, possession power and control. He shall be responsible for making over the charge of this record to his successor under proper charge report to be signed by the relieving and the relieved officers.

(c) Cash :

Cash balance in hand shall always remain in the hands of the President.

31. Every cooperative society shall from time to time determine at a meeting of the Committee the minimum members of paid staff required for its business. The Committee shall prescribe their qualification and shall be competent to appoint, dismiss or remove any paid staff.

32. The minimum paid staff for a cooperative bank and any cooperative society with a working capital or annual transaction of rupees five lakhs or over shall be :

- (i) One Secretary or Manager;
- (ii) One Accountant; and
- (iii) One Chshier.

IX REGISTERS

33. The following registers and papers shall be maintained and shall be open for inspection of any one interested in its funds, except that no one shall be allowed to see the deposit account of any person without that person's consent in writing :

- (1) a register of members showing the name, address and occupation of every member, the number of shares held by him, the date of admission to membership date of termination of membership and the nominee appointed under bye-law 15;
- (2) a cash book showing the income, expenditure and balance on each day on which business is done;
- (3) a ledger account for each member, depositor, creditor and miscellaneous and contingent income and expenditure;
- (4) a register showing the maximum credit of each member;
- (5) an account showing monthly deposits and contributions;
- (6) a register showing all the properties purchased and disposed/leased out by the society;
- (7) a minute book;
- (8) a register showing the monthly instalments for payment of loans;
- (9) a pass book for each member and depositor;
- (10) a book of bonds for all loans issued;
- (11) the register of application for membership containing the name and address of the applicant, the date of receipt of application, the number of shares applied for and in case of refusal, the date of communication of the decision refusing admission to the applicant, and
- (12) any other register prescribed by the Registrar.

34. Copies of the bye-laws and balance sheet shall be supplied free on demand to any member. The last balance sheet shall be open to public inspection during office hours.

35. The Committee shall appoint one of its member or one of the officer of the Society to take hold and keep in safe custody all the registers prescribed in bye-law 33 and other papers in use of the Society.

X. COMPLUSORY DEPOSITS

36. (1) Every member subscribe to deposits for specific objects.
- (2) Such deposits shall be governed by rules to be framed by the Society subject to approval of the General Meeting of the Society.
- (3) With the sanction of the Committee, a member may be exempted from the obligation to deposit for any period during which his circumstances donot permit of such payment.

XI. LOANS

37. No Loan shall be advanced by the society save for Payment of premium or repair house/flats leased out to the members and other allied needs.

38. All loans shall be granted within the maximum credit limit of a member at the discretion of the Committee. Such loans shall not exceed 60% of the premium paid or payable to the Government of the property mortgaged to the society. In addition to the eligible security, the borrower shall frunish at least two personnel sureties who must be members of the Society. Such loans shall be granted subject further to any general or special restrictions or conditions which may be imposed by the Registrar from time to time. The borrower shall execute a bond before payment of loan to him by the Society.

39. Loan shall be payable in equal monthly installments spread over five years. The Committee may suspend repayments of any installment for one or more months on sufficient cause being shown and may thereby extend the time of total payment by a period not exceeding six years.

40. The property given by a borrowing members surety shall remain under first mortgage with the society till borrower pay off the whole dues.

Such mortgages shall always be in addition to personal sureties who must be members of the Society, provided that the amount for which a member stands surety shall not exceed the balance of his maximum credit limit, after deducting the amount be himself owes on a mortgage.

41. Houses given in security shall be insured against fire for their full value. The insurance premium shall be paid by the borrower, failing which the Society will pay the premium and debit the amount to the member's account.

42. If the Committee finds that the security for an outstanding loan has become insufficient or that the borrower's material position has weakened, they shall call on the borrower to provide satisfactory security and in default shall call in the loan at once. The loans shall also be recalled if the Committee find that it has not been applied to the purpose for which it was taken.

43. A member's commitments as surety shall not exceed an additional amount equal to his maximum credit limit. Unavailed portion of member's credit limit may be added to increase the limit upto which he may stand as surety. When a member has stood surety for an additional amount owing to his maximum credit limit not being fully drawn, he may not draw further against his maximum credit limit, until his liability as surety has been correspondingly decreased.

Permanent sureties may be taken subject to rules and regulations approved by the Registrar, but the provision regarding unavailed portion of maximum credit limit as mentioned above shall not apply in such cases.

The limit to which a member can stand as surety in accordance with this bye-law may be exceeded at the discretion of the Committee in case where collateral security is also taken.

44. Interest on loans to members shall be charged at a rates or rates to be fixed by the Committee provided that the margin between the borrowing and lending rate is of at least 2% per annum. In case of default, penal rate may be prescribed by the General Meeting under bye-law 21 (11).

45. All documents creating a charge, obligation on the society shall be signed by the President or Vice-President and two other members of the Managing Committee appointed for the purpose provided that in the case of receipts and cheque upto Rs. 200/- and receipt and for deposits and repayments of loan, the President or secretary and Treasurer may sign. All important documents of the Society shall be sealed with the society's seal shall be kept in the custody of the Secretary or any other officer or office bearer of the Society authorised for the purpose.

46. Society shall not allot any property including plots, houses or flats to any person except to its own members. No members shall be allotted on leases or rent more than one plot or house or flat by the society.

47. The account of the society shall be audited atleast once a year by an Auditor appointed by the Registrar. The Society shall pay such audit fee as may from time to time fixed by the Registrar, Cooperative Societies Delhi.

XIII. DISTRIBUTION OF PROFITS

48. (a) The following shall be first charges on profits :

- (i) any loss undergone by the society.
- (ii) necessary deduction for depreciation of machinery, building, etc.
- (iii) all insurance charges;
- (iv) all payments of salaries, provident fund and working expenses;
- (v) interest on debentures, loans, deposits, etc.
- (vi) contributions to audit fee as may be fixed from time to time by the Registrar.

(b) The balance shall be the net profit of the Society.

- (1) Not less than 25 percent of the net profit shall be carried to the Reserve Fund which shall be indivisible and no member shall be entitled to any share in it.
- (2) The society shall credit a sum calculated at two per cent of its net profit subject to a maximum of Rs. 2,500/- every year for contribution to the Cooperative Education Fund to be administered by the Registrar. The Registrar may frame regulation for the utilisation and the administration of the Fund. This fund shall be kept with the financing Bank Any such amount payable by the society, shall be a charge on the funds of the society.
- (3) Dividend on shares may be paid not exceeding 10% per annum
- (4) Not more than 20% of the balance shall be distributed as loans to all employees whether members of the Society or not.
- (5) The remaining amount, if any, may be allotted to any or all of the purposes detailed below or may be carried over to :-
 - (a) bad debt fund;
 - (b) rebate on goods purchased by the members;
 - (c) common goods fund according to section 47 of the Act;
 - (d) dividend equalisation fund;
 - (e) share transfer fund; and
 - (f) any other fund required for the business of the Society.

49. If no dividend be claimed for a period of three years from the date of the declaration, a notice shall be issued by the Society at the registered address of the member at his cost calling upon him to take the amount within one month of the receipt of the notice if the dividend is not claimed during this period it shall be credited to the Reserve Fund.

50. Bonus shall be paid according to the rules approved by the General Meeting and subject to any restriction by the Registrar.

51. No bonus in addition to the dividend shall be distributed on shares amongst the members.

52. Dividend shall not be paid while any claim due from the Society to a depositor or creditor remains unsatisfied.

53. Allocation and distribution of profits shall be made only after the annual audit. Members shall have no right to the dividend unless declared and approved by the General Body. The dividend shall be paid to all members within three months of the approval by the General Body.

XIV. RESERVE FUND

54. The Reserve Fund is indivisible and no member is entitled to claim a specified share in it. It shall be invested in Government Securities or otherwise as directed by Registrar under section 43 of the Act.

XV. DISPUTES

55. If any dispute touching the constitution or business of the Society arises between members or past members of the Society or person claiming through a member or past member or between members or past members or persons claiming and any officer, agent or servant of the Society (past or present) or between the society or its Committee and any officer, member, or servant of the Society (past or present) it shall be referred to the Registrar as provided in the Act and the Rules made thereunder.

XVI. GENERAL

56. All matters not specially provided for are to be decided in accordance with the Act and the Rules made thereunder.

57. The Managing Committee with the approval of the General Meeting may frame rules of business not inconsistent with the Act, the Rules made thereunder and these bye-laws for carrying on the work of the Society and may from time to time make additions or alteration of them.

XVII. LIQUIDATION

58. (1) The Society shall be wound up and dissolved only by an order of the Registrar under section 63 of the Delhi Coop. Societies Act 1972 and Rules made thereunder.

(2) After meeting the liabilities including the paid-up share capital the surplus assets, if any, shall not be divided among the members, but shall be utilised toward any object of public utility determined by the General Meeting of the Society within three months of the date of the final liquidation and approved by the Registrar; or the Registrar may with the approval of the General Meeting of the society, place the said surplus on deposit with the Delhi State Co-operative Bank Ltd., until such time a new society with similar conditions is registered when with the consent of the Registrar. Such surplus may be credited to the Reserve Fund of such new Society or assign the surplus either wholly or in part to an object of public utility of local interest or a charitable purpose as defined in section 2 of the Charitable Endowments Act, 1890 (6 of 1890).

ANNEXURE

REGULATIONS RELATING TO THE HOUSES/FLATS LEASED OUT BY THE GROUP HOUSING SOCIETIES TO THEIR MEMBERS

1. Residential houses will be allotted by the society to its members who fulfil the prescribed conditions and agree to abide by these regulations.
2. The residential house shall be allotted by the society to its members by draw of lots.
3. Each sub-leasee shall be required to execute an agreement with the society and the Government as may be found necessary before entering in the house allotted to him.
4. No sub-leasee shall at any time, quarry any stone, dig out sand or soil or do anything which may be harmful to the building or the estate of the society.

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2. The residential house shall be allotted by the society to its members by draw of lots.
3. Each sub-leasee shall be required to execute an agreement with the society and the Government as may be found necessary before entering in the house allotted to him.
4. No sub-leasee shall at any time, quarry any stone, dig out sand or soil or do anything which may be harmful to the building or the estate of the society.

5. No sub leasee shall make any alteration in or addition to house allotted to him without the approval of the Committee in writing and subject to the Municipal bye-laws.
6. Each sub-leasee shall be required to get the house insured against fire or damage and shall be liable to annual premium regularly. If for any reason the sub-lease fails to pay the premium in time, it shall be paid by the society, debited to the account of the sub-leasee concerned and shall be recovered from him in accordance with provisions of the Delhi Cooperative Societies Act 1972 as extended to the Union Territory of Delhi, the rules made thereunder and the bye-laws of the society.
7. Each sub-leasee shall pay % of the cost of land on which that house has been constructed, calculated by the Society and approved by the General Meeting as each sub-leasee shall pay ground rent as may be fixed by the General Meeting of the Society or by Government in addition to the contributions levied for the maintenance of the estate of the society.
8. Each sub-leasee shall be responsible for the internal repairs of the house allotted to him. The outer white washing and other minor repairs is the responsibility of the Society.
9. Each sub-leasee shall permit the society and all authorised persons and workmen to enter upon the house to examine its condition from time to time.
10. No sub-leasee will do anything which in the society's opinion may cause a nuisance, annoyance or inconvenience to the occupants adjacent or in the neighbourhood or to be prejudicial to the society.
11. No sub-leasee shall be allowed to transfer his right over the house/flat allotted to him without the consent of the society in writing or the Government as the case may be.
12. No sub-leasee shall be allowed to sub-let any portion of the house to any one without the approval of the society in writing.
13. If at any stage it is found that the information given by the sub-leasee concerned at the time of application or subsequently were incorrect, the society shall have the power to forfeit his rights over the house allotted to him without any refund and to get the house vacated immediately.
14. If the society fails to recover the ground rent from any of the sub-leasee concerned in accordance with the terms of lease, the society shall have the right to forfeit his rights over the house allotted to him without any refund and to get the house vacated immediately.
15. Each sub-leasee shall always abide by the rules and regulations and other instructions issued by the Registrar, Cooperative Societies, Delhi or the Government on his behalf from time to time.
16. These regulations are subject to such modifications by the General Meeting of the society with the approval of the Registrar, Cooperative Societies, as may be deemed fit.

**LIST OF PROMOTER MEMBERS TO BE APPENDED WITH THE BYE-LAWS
AT THE TIME OF REGISTRATION**

(See Rule 13)

We the following promoters were present in the general body meeting of the _____
Cooperative _____ Society Limited _____ held on _____
at _____ in the presence of Shri _____ Inspector/Sub-Inspector of
Cooperative Department; Delhi Administration and have gone through the Model Bye-laws
and the same were adopted unanimously.

AGREEMENT

BETWEEN

The O.F.G. Co-operative Group Housing Society Ltd.

AND

The Member of the Society

Name _____

Member Ship No. _____

Flat No. _____

AGREEMENT

This Agreement made on this _____ day of _____ 1989 between the O.F.G. Co-operative Group Housing Society Limited, a society registered under the Delhi Co-operative Societies Act, 1972, having its registered office at 118-A/B-3 Lawrence Road, Delhi-110035 (hereinafter called "the Society" which expression shall unless repugnant to the context or meaning thereof, include its representatives, administrators, successors and assigns) of the one part, and

Shri/Smt/Kumari _____ son/wife/daughter of _____ a bona fide and legal member of the said society having membership No. _____ (hereinafter called "the member" which expression shall unless repugnant to the context or meaning thereof, includes his/her legal heirs, successors and assigns) of the other part :

WHEREAS the Society is a Group Housing Co-operative Society and classified as Tenant Co-partnership Housing Co-operative Society duly registered under and governed by the Delhi Co-operative Societies Act, 1972 and the Rules framed thereunder and the registered bye-laws of the society bearing registration No. 168-G/H Dated 16-11-1979 and

WHEREAS the member had applied for and was granted the membership of the Society, which membership is still subsisting as membership No. _____ and

WHEREAS by and under the Indenture of lease dated the 16th January, 1986 the Society has obtained perpetual lease hold rights, from the President of India in respect of 3.233 acres or thereabout, situated at Plot No. 50, Sector-9 Rohini, Delhi for the purposes mentioned in the said Indenture and subject to terms and conditions mentioned therein, for the purposes of constructing multi-storey blocks of residential buildings containing flats on Group Housing basis to be allotted to the eligible members of the Society, subject to certain terms and conditions including terms and conditions embodied or referred to in this agreement and

WHEREAS the Society having constructed multi-storey blocks of Residential Building containing 194 Flats and the member has been allotted a Flat No. _____ at _____ floor and consisting of _____ Bed rooms, 1 Drawing/Dining room, two Baths cum -Toilets and one kitchen etc.

WHEREAS both the parties to this agreement have clearly read and understood the contents of this agreement, the provisions of the Delhi Co-operative Societies Act, 1972, rules framed thereunder, registered bye-laws of the Society, Indenture of perpetual lease Dated 16-1-1986, directions issued by the Registrar Co-operative Societies, Delhi and agree to abide by the terms, conditions and direction contained therein.

Now, THEREFORE, it is hereby agreed by and between the parties hereto, as follows :-

1. That the member will at all times observe and perform the bye-laws for the time being in force of the said Society, including the regulations of the Society.
2. That the Society may from time to time, with the previous consent, in writing, of the Registrar of Co-operative Societies, Delhi make any new regulation or alter or rescind any bye-laws, rules or regulations.
3. That subject to the covenants contained hereinbefore and hereinafter, to be strictly observed on the part of the member, the Society shall permit the member to use and occupy in its property one of the flats as a licensee pure and simplicitor.

It is clearly understood, by and between the parties, that the occupation by the member of the said flat is purely permissive and revocable at any time by a notice in writing addressed to the member at the said flat. The posting of the said notice by registered post or under certificate of posting or delivery by hand at the said flat shall be conclusive proof of the fact that the said notice determining the said licence was duly and validly delivered to the member and terminates the said licensee.

4. That on termination of the said licence the member shall be bound in law to hand over vacant and peaceful possession of the said flat to the Society, without prejudice to the right of the Society to claim from and collect/realise, any monies that may be due to the Society on account of unpaid economic rent, instalment of principal and interest, insurance premium or compensation for any damage that the member may have caused or allowed to be caused to the said flat, the quantum thereof shall be determined by the Managing Committee of the Society and shall be final and conclusive and binding on the member.
5. That the entire property and the common services shall be administered by the Society and the member shall pay and continue to pay his share of the expenses of the said common services as may be determined by the Managing Committee of the Society, whose decision, in that regard, shall be final, binding and conclusive on the member.
6. That the member shall not in any manner whatsoever part with the possession of the said flat or part thereof without the consent of the Society, first obtained in writing. In case the flat is to be rented out, the same could be rented through a tripartite agreement between the society, member and the tenant, under the aegis of the Society.
7. That the member undertakes to comply with and satisfy all regulations, bye-laws, rules and conditions as may be in force from time to time and execute all such works as may be required by any public authority, local or of Delhi Administration or of the Central Government, so long as the member is in permissive occupation of the said flat.
8. That the member shall not bring or cause to bring on the tenement any dirt, dust, refuse, soil, clay or waste of any kind or damage or cause it to be damaged in any manner whatsoever.
9. That the member will not take or permit to make any alteration in or addition to the tenement nor erect or place or maintain or permit to be erected or maintained thereon any building, or shed, hoarding, or erection of any kind without the previous consent, in writing, of the society or cut, main or injure or suffer to be cut, mained or injured any wall or timber thereof as he will not erect or permit to remain on the tenement any fence exceeding four feet in height.
10. That the member will pay a proportionate amount to be fixed by the Society of all expenses payable in respect of constructing, repairing, rebuilding and cleaning all, partly on walls, party fences, party hedges, sewers, drainage, gates, roads, paths, pavements and other things, the use of which is common to the all tenement and to adjoining or other premises. The decision of the Managing Committee of the Society in this regard shall be final, binding and conclusive.
11. That the member will keep interior of the tenement licensed to him and the fitting fixtures therein in good and substantial repair at all times during his occupancy. All the repairs of internal installation of the flats such as water, light, power, telephone, TV, Sanitary installation, doors, windows, lamps and all other accessories shall be at the expenses of the member concerned.
12. That all work in the common area, terrace, drinking water and sewerage pipes, street and stair ways lightning, supply of electricity and drinking water, all external work of the building viz. plastering, colouring (including paintings of stairways railing) etc. should be done by the Society.
13. That the member will cultivate and keep the gardens, grounds, hedges and fences of the tenement, if any, in a proper manner and in proper, neat and ornamental order, appearance and condition and the hedges properly trimmed and not stub up or cut down or deface any tree or hedge or any part thereof on the tenement without the consent, in writing, of the Society first obtained.
14. (a) THAT the member declares that terrace, stair-ways, open space, stilted area and any additional

space not counted in the permissible floor space, shall be treated as "common area". Streets/stairways lighting, drinking water, Master Antena TV system (not TV sets) and other facilities made available to all members shall be treated as "common facilities".

- (b) MEMBER shall not place or cause to be placed any furniture, package or objects of any kind in the common areas. Entire terrace areas shall be common to all. No gardening outside the premises shall be done by the members. The vehicles will be parked by the members only at the area earmarked by the Society for the purpose.
 - (c) It has been agreed that the entire stilted area shall remain in the sole possession of the Society and it shall be available for specific use by the bonafide member only on the written consent of the Society/Managing Committee.
15. That the member will permit the Society and their agents and persons^s authorised by them together where necessary with workmen and applicants at all reasonable times to enter upon the tenement to take inventories of the fixtures therein and to execute repairs or alterations thereon or to the adjoining premises or the sewers and drains thereof.
 16. That the member will not do or suffer anything to be done on the tenement which in the opinion of the Society's Managing Committee may cause a nuisance, annoyance or inconvenience to the occupiers of the adjacent houses or the neighbourhood or be prejudicial to the Society's property.
 17. That should the member at any time, make default in the performance of the conditions herein contained or relating to the maintenance of the tenement or any part thereof it should be lawful (without prejudice to any other stipulation) for the Society with or without workmen and others at any time and from time to time, to enter upon the tenement and repair and maintain the same at the expense of the licensee and the expenses of such repairs and maintenance shall be repaid by the licensee to the Society on demand, and the decision of the Society in this regard, shall be final and conclusive.
 18. (a) That the member shall not build on the tenement or otherwise stop or obstruct access of any light or air belonging to or enjoyed by any premises, the estate or interest whereof in possession or reversion may be in the Society or any persons or persons in trust for the Society.
 - (b) That the member shall not display advertisement or poster of any kind in the common area or on the building except as authorised by the Managing Committee.
 - (c) THAT the member shall not throw any garbage from the balconies or windows and in any public places or in the drainage system.
 - (d) THAT the member shall not allow their children to play outdoor games like cricket, hockey, etc. which may cause to any loss or injury to the individual or premises of the Society.
 - (e) THAT the member shall not induct any person into the property whose activities will be prejudicial to the interest of the Society. If the allottee member inducts any person who mis-conducts himself, the acts and deeds of such person shall be deemed to be the acts and deeds of the member.
 - (f) THAT the member is willing to live in a co-operative spirit with other members of the Society and shall share the burden and responsibilities of co-operative living.
 - (g) THAT the member undertakes to cherish the rules of peaceful co-existence with fullest co-operation, to love thy neighbours and to make sure that his activities do not in any way hurt his neighbours feelings. Do nothing which will frustrate the objectives of the Society. Courtesy begets courtesy. Respect others and command their respect.
 19. That the Society shall at all times have power without obtaining any consent from or making compensation to the member to deal as the Society may think fit with any land, the premises adjoining to opposite or near to the tenement and to erect or suffer to be erected on such adjoining, g. opposite or neighbouring land or premises any building, whatsoever, whether such building shall or not affect or diminish the light or air which may now or at any time during the period of licence to be enjoyed by the member or the members or occupiers of tenements or any part thereof and also to raise and use any party wall or party structure or any continuation of such party wall or a party structure

20. That if the economic rent or any dues or any of them or any part thereof shall be unpaid for 14 days after becoming payable (whether formally demanded or not) or if any of the covenants on the part of the member contained in this agreement shall not be performed or observed at any time the member or any one claiming through him any interest therein becomes a defaulter as aforesaid, the Society may by giving to the member or leaving on the tenement one calendar month's previous notice, in writing, to that effect determine the license and on the expiration of such notice the license shall forthwith determine.
21. That if after the date of the occupation of the said flat by the member, he ceases to be a member of the Society, he shall peacefully hand over the vacant possession of the said flat to the Society and the Society shall repay to the member only the amounts (Share money, land money & construction money) paid by him to the Society by way of part payment of the loan, but without interest and in such instalments as the Society may determine, after deducting all outstanding dues.
22. The member agrees and binds himself to pay to the Society his proportionate share on the basis of the demand of Delhi Development Authority for lease money, the Municipal assessment of the Flat, taxes and also insurance premium, salaries of the persons appointed by the Society like Manager, Electrician, Plumber, Chowkidar, Sweepers, Insurance and other necessary expenses and incidental charges to the preservation and maintenance of the property, and provisions of common services as may become due and payable from time to time and regularly and without default, as may be required. (An illustrative list of items involved is set out in the Schedule hereto annexed as Annexure). The Society may require the members to keep an amount to be fixed by the Society shall be payable by the member towards a sinking fund, to be established for replacement of capital goods like, pumping sets, water mains, electric cables etc. The prescribed charges may be increased or decreased, as may be required by circumstances. The member from time to time and at all times shall pay the prescribed maintenance and common service charges to cover the costs, expenses and outgoings in respect inter-alia of the matters specified in the Schedule hereto and also any other taxes or levies/charges as per demand made by the Society, and the same shall be conclusive, final and binding on the member.
23. The Society agrees to prepare annual budget estimates of income and expenditure for running the services and activities of the Society and get them approved from the General Body of the society. Further, Society agrees to circulate to the members in advance a calendar of monthly demands for the year at the close of the Co-operative Year, every year on account of economic rent, service, maintenance charges etc. and the statement of accounts of the preceding year for confirmation. The society also agrees to provide a pass-book containing upto-date accounts of the member with the Society.
24. That for any matter for which no provision is made hereunder the decision of the Managing Committee and/or the General Body, as the case may be, shall be final and binding on the member.
25. That except where otherwise provided for in this agreement, or in any law for the time being in force, all questions and disputes relating to the meaning of the provisions hereof or as any other question, claim, right matter or thing whatsoever in any way arising out of or relating to whatsoever shall be referred to the Registrar, Co-operative Societies Delhi under section 60 of the Delhi Co-operative Societies Act, 1972 for determining the dispute and whose decision shall be final. Further, Registrar may decide the dispute himself or refer it to one of the arbitrators as provided under section 61 of the said Act.

1.

(Signature of the Member)

2.

(Signature of President/Secretary).

Witnesses :

1.

2.

**ANNEXURE
SCHEDULE**

(Referred to in para 22)

1. The cost of maintenance and repairs of the main structure and common passages, corridors, compound wall, terraces etc. of the other flat owners building and all such spaces used and enjoyed by the member in common with the other occupiers of the Building.
2. Cost of maintenance and repairs including replacement of parts and labour etc.
3. Cost of lighting passages, corridors, and other common spaces in the building.
4. Cost of water used for gardens, common toilets and for other Common services.
5. Painting and polishing of the exterior of the building and all common passages and corridors, etc.
6. Insurance of the building against Earthquake, Fire and civil commotion.
7. Repair and maintenance of underground water reservoir, overhead tanks, water lines, etc. to ensure continuous supply of clean water,
8. Maintenance and repair of all common soil, waste pipes sewer lines, main holes etc.
9. Maintenance of regular staff like Office Secretary, Manager, Accountant, Chowkidars, Sweepers etc. to render the aforesaid services.
10. Replacement of capital goods fixed assets like pumps, electric cables etc.
11. Payment of lease money to the Delhi Development Authority.
12. Such other expenses as deemed by the Society or service agents necessary or incidental for the maintenance and upkeep of the buildings and community services.

1. _____
(Signature of the Member)

2. _____
(Signature of the President/Secretary)

Dated _____