

REGISTRATION

NETWORKING

MANUAL

2nd Edition

SERVICES

AUDIT

PAN & SERVICE TAX REGISTRATION

BRANDING

ELECTION PROCEDURE

CREDAI
MAHARASHTRA

COMPREHENSIVE MANUAL FOR
FORMATION AND OPERATION OF CITY ASSOCIATION

CREDAI at a Glance

CREDAI-National		
23 State Federations	153 City Associations	11500 Members

CREDAI-Maharashtra	
39 City Associations	2600 Members

CREDAI-Pune Metro
415 members





Mr. Prashant Sarode

From the Desk of President

I am delighted to announce the release of 2nd edition of the publication of Comprehensive Manual of CREDAI-Maharashtra with additional features and updated information for the benefit of the Members in facilitating and guiding them for formation of City Association including the Legal compliances required therein. The new edition is being brought in based on the feedback and the suggestions received. The CREDAI-Maharashtra has brought together more than 2600 Real Estate Developers from 39 cities, with a further target of reaching out to 50 cities, from different parts of the State, under single umbrella with the overall guidance of the CREDAI-National.

I would like to acknowledge the contribution made by the founder Presidents and the Managing committee Members in 1994, when Federation of Promoters and Builders Association of Maharashtra came into existence, which is now known as CREDAI-Maharashtra. The contribution made by the past presidents in the growth of the Federation has been enormous. I am confident, that the revised content of the Manual shall be useful and exhaustive and will be helpful in the day today functioning of the Associations.

I have to specially acknowledge the efforts of the editorial committee under the guidance of Mr. Shantilal Kataria the Vice President including other team members Mr. Rajiv Parikh, Mr. Mahesh Sadhwani, Mr. Sunil Bhaybharg, Dr. D. K. Abhyankar and Ms. U. K. Julka.

With Best wishes to all.

Mr. Prashant Sarode

President



Mr. Satish Magar

*F*rom the Desk of Imm. Past President

I am happy to note that the CREDAI-Maharashtra is publishing a 2nd edition of the comprehensive Manual which shall benefit the City Associations in their day today functioning and also for the new Associations which are being formed particularly when the President has kept the target of establishing 50 plus City Associations throughout the State.

The 2nd edition has elaborately dealt, particularly with the independent audit to be conducted by the city associations which will bring discipline and systematic maintenance of records and will help in developing corporate culture in the Association.

The Real Estate Sector shall have many challenges in future as the sector is being covered under the regulatory authorities under the Act recently passed. With the Government policy of inclusive housing / affordable housing, there could be additional challenges. It is interesting to note that new government has set a target of housing for all by 2022, which means along with the challenges we have opportunities also.

I wish good luck and place on record my appreciation to the editorial team.

Mr. Satish Magar

Vice President, CREDAI-National



Mr. Shantilal Kataria

From the Desk of Editor

From the desk of the Editor

I express my sincere thanks to Mr. Prashant Sarode, the President and the office bearers of the of CREDAI-Maharashtra for encouraging me to come up with 2nd edition of the Manual with incorporation of the suggestions and feed back received from the fellow members and please to note that the publication is also appreciated by the CREDAI-National.

In order to create confidence amongst various stake holders including the customers, it is necessary to follow certain discipline by having standardization in operational systems and uniformity in working.

The publication of 2nd edition is an attempt again to provide suitable additional guidelines for the existing as well as new City Associations. I feel, the Manual will be valuable ready reference. It is my pleasure to acknowledge the contribution made by my team-mates consisting of Mr. Rajeev Parikh, Mr. Mahesh Sadhwani, Mr. Sunil Bhaybhang Dr.D.K.Abhyankar and Ms. U.K.Julka and secretariat of CREDAI-Pune Metro.

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CREDAI – National

Established in 1999, The Confederation of Real Estate Developers' Associations of India better known as CREDAI is the apex body for private real estate developers in India, representing over 11500 developers through 23 states and 154 city level member associations across the country. CREDAI has worked hard to make the industry more organized and progressive by networking closely with government representatives, policy makers, investors, finance companies, consumers and real estate professionals.

Acting as the voice of India's Real Estate industry, CREDAI has been the guiding force for the growing Real Estate sector in India bringing more transparency to rid the sector of its most potent virus, Corruption and Red-Tapism.

The major objectives of CREDAI are as

- To perpetuate an ethical code of conduct, which is self – imposed & mandatory for all the member developers/ builders of CREDAI to maintain integrity & transparency in the profession of Real Estate Development.
- To represent the developers/builders across India by communicating & representing with the government authorities for the formulation of proactive policies for this profession.
- To encourage & support the developments / builders to increase their efficiency in the development / construction activities by introducing the latest technologies.
- To disseminate the data, statistics & other related information in this profession of real estate development.
- To promote the interest of construction workers & to educate them on the best practices.

- To encourage research in the profession of construction & real estate development
- To facilitate easy housing finance availability to the property purchases by working in close coordination with the leading house finance institutions & banks.

Being on board of prestigious committees of the sector's reforms like on the panel of 'Housing and Habitat Policy 2007', 'Steering Committee for Urban Developing', the committee of 'Housing and Poverty Alleviation for the 11th Five-Year Plan' along with various committees of the Bureau of Indian Standards, Bureau of Energy Efficiency, Planning Commission and others have resulted in CREDAI's initiative of abolition of urban land ceiling, rationalization of stamp duty, the modification of the environmental impact assessment rules, several amendments related to service tax, Land Acquisition Policy and much more. CREDAI also represents the Steering Committee on Construction for the 12th National Plan (2012-2017)

Linking private real estate developers to the government and customers through numerous initiatives and activities, CREDAI's success in bringing the majority of organized private real estate developers under a single umbrella is a potent force that promises the rapid development of the realty sector, one that knows itself as a major driver of India's economic growth. This sector which contributes more than US\$ 40 billion to the Indian economy is one of the major pillars of the growing economic superpower of India. While the GDP of the country grows at an annual 7.5-8.5% rate (approx.), the Real Estate sector's contribution to it is about 5-6%.

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Major events by CREDAI-National:

Highest Participation Award at 13th NATCON at Moscow by CREDAI Pune Metro



2000	1st NATCON	at Vigyan Bhawan, Delhi	2008	7th NATCON	at Hotel Ashok, New Delhi
2001	2nd NATCON	at Renaissance Hotel and Convention Centre (Marriott) Powai, Mumbai	2009	8th NATCON	at Hotel Venetian, Macau
2002	3rd NATCON	at Jana Jyothi Convention Centre, Palace Road, Bangalore	2010	9th NATCON	at Hotel Atlantis, Dubai
2004	4th NATCON	at Vigyan Bhawan and Exhibition at Jawhar Lal Nehru Stadium, New Delhi	2010	10th NATCON	at Hotel The Lalit & Manekshaw Centre, New Delhi
2006	5th NATCON	Cruise Convention – Mumbai to Lakshadweep to Goa and back to Mumbai	2011	11th NATCON	at Hotel Marina Bay Sands, Singapore
2007	6th NATCON	at Hotel Genting Highlands, Kuala Lumpur	2011	CONCLAVE	at Hotel TajPalace, New Delhi
			2012	12th NATCON	at Barcelona, Spain
			2013	13th NATCON	at Moscow, Russia
			2014	14th NATCON	at Jakarta, Indonesia

14th NATCON at Jakarta, Indonesia



CREDAI – Maharashtra

CREDAI-Maharashtra is flagship organization of all the Associations of Builders and Developers of Maharashtra encompassing over 75% of the organized Real Estate Sector in the State except Mumbai. We have total membership strength over 2600 Developers affiliated to 39 City level organizations.

The Developers from Pune motivated their fraternity in cities like Nashik, Solapur, Kolhapur to form their local Associations of members of Developers. The pioneers of this organizational development formed a State body named as Federation of Promoters and Builders Association of Maharashtra in the year 1994 with Mr. Ramkumar Rathi as a Founder President who contributed immensely for its further expansion by bring various City Associations under the umbrella.

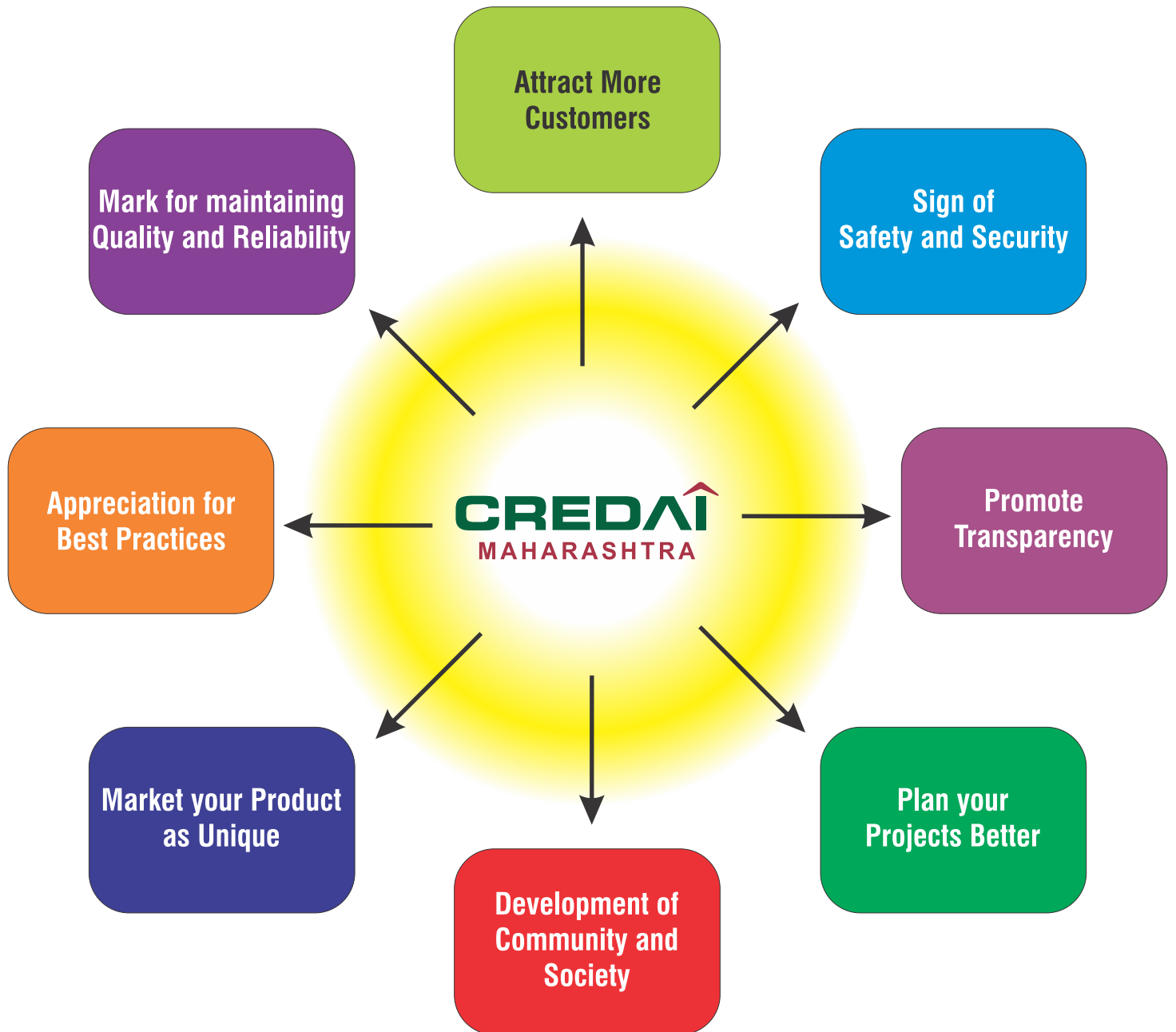
Later on in 1999 that a meeting of the State body held at Panhala fForort near Kolhapur which was attended by Mr. Ramkumar Rathi, Mr. Jitendra Thakker, Mr. Kumar Gera, Mr. Lalitkumar Jain, Mr. Ram Purohit amongst others deliberated the overall expansion of Real East business in India and decided to go ahead with ambitious plan to organized a National level conference of Promoters and Builders from all over the country which was inaugurated by the then Hon'ble Prime Minister Shri Atalbihari Vajpai. It was

also deliberated the need of forming a national level body of the Developers in view of the challenges faced by the Real Estate Sector accordingly in 1999 the Confederation of Real Estate Developers' Associations of India came into existence with head quarter in New Delhi.

CREDAI-Maharashtra closely works with Government and Semi-Government agencies and takes initiative in policy formation. CREDAI-Maharashtra discharges various Corporate Social Responsibilities directly and through its Members. It is one of the founder for establishing CREDAI-National for the formulation of Proactive Policies for the construction sector at national level.

It has twelve Expert Committees in the area of Taxation, Finance, Government Liasioning, Labour Welfare, Environment and Energy, Exhibition and Website, Training, Study tour etc.

The Federation holds every quarter the General Body Meeting, which are usually organized at different locations in the State so that members can interact with each other and understand the different local problems faced by the members and also helps in sharing experience of each other in mutual interest.



Major events of the Federation

- The State level Conference was held at Goa in 2010 which was attended by about 250 members from the City Associations of the Federation.
- Property exhibition at Mumbai in Nov. 2010
- Property exhibition at Singapore in Aug. 2011 jointly with Sumansa.
- Meeting with the Principal Secretary UDD in Nov. 2011 to discuss the State level issues.
- Property exhibition at Dubai in Dec. 2011, Dec. 2012 and also in June 2013 jointly with Sumansa.
- Similarly in Feb.2013 the State level Convention was organized at Lavasa, Pune which was attended by about 500 members from the City Associations of the Federation.
- Meeting with the Hon'ble Chief Minister in May 2011 and May 2013
- Meeting with the Hon'ble Revenue Minister in May 2013
- The State level convention was held at Goa in 13 & 14 Sept 2014 which was attended by 500 plus members from City Associations of the Federation.
- CREDAI-Maharashtra participated in Dubai Property Exhibition organized by Sumansa on 11,12,13 Dec. 2014
- In the F.Y. 2014-15 General body meetings were held at Nanded (21-06-2014); Goa (14-09-2014) Aurangabad (16-01-2015) and at Pune (03-03-2015)
- CSR activities undertaken by City Associations: Celebration of Safety Week; BOCW awareness program, Pulse Polio Vaccine Drive
- Hon'ble Chief Minister Mr. Devendra Fadnis addressing the stakeholders at Nagpur on State Govt. Policy **"Housing for All"** (21-22 February, 2015)

Hon'ble Chief Minister Mr. Devendra Fadnis addressing "Housing for All"





Genral Body Meetings held at diffrent parts of the State of Maharashtra



CREDAI Nanded 21-06-2014



CREDAI Nanded 21-06-2014



CREDAI Aurangabad 16-01-2015



CREDAI Aurangabad 16-01-2015



CREDAI Pune 03-03-2015



MC meeting of CR-Maha on 24-04-2015 at Pune

Major events of the Federation

Property Exhibitions



Property Exhibition at Dubai 2014-2015



CREDAI Stall at Property Exhibition-Dubai 2014-2015

BOCW awareness program



President Addressing members BOCW awareness program at CREDAI-Satara



BOCW awareness program at CREDAI-Satara

Training and Conventions



Mr. Shrikar Pardeshi addressing at 3rd Mahacon at Goa 13-09-2014



3rd Mahacon at Goa 13-09-2014

Major events of the Federation

CREDAI-Mumbai Office Inauguration at the Hands of Mr. Shekhar Reddy, President CREDAI National on 4th May, 2014



Mr. Loddha, MLA addressing members at Mumbai on 4th May, 2014

CSR Activity



Pulse Polio Vaccination

Major events of the Federation

For Drought Relief during April and May 2013, CREDAI-Maharashtra has extended its helping hand through supply of JCBs, Water Tanks.



Supply of JCB by CREDAI Pune Metro



Water Tank Supplied by CREDAI Nashik

Celebration of Safety Week



Formation of Association and Working Guidelines

1. Registration of the Association and other procedures under the Charity Commissioner and the Society Act and also under companies Act 2013 as non profit organization.

The City Associations shall be formed either at the District Centers or at the Growth Centers where there is a potential for the development of Real Estate. The like minded Promoters and the Developers who desires to form Association can come together and draft Memorandum of Association, Ruls and Regulation for the working of the organization as per the guideline documents referred under Annexures as detailed below:

1. **Registration of the Association under Charity Commissioner**
2. **Other compliance with the Charity Commissioner**
 - i. Income Expenditure Report
 - ii. Register of Audit Report
 - iii. Register of Property of the Trust
 - iv. Report for Change that has occurred
 - v. Statement of Expenditure
 - vi. Statement of Income contribution
 - vii. Statement of income
 - viii. Submission of Balance Sheet
 - ix. Change in Immovable Property
3. **Registration of the Association under Society Act**
4. **Specimen of registration under Trust Act.**
5. **Specimen of Memorandum of the City Association**
6. **Specimen of Rules and Regulation of the City Association**

2. Change Reports with the Charity Commissioner :

Every Association has to file Change Report with the Charity Commissioner which is Mandatory under the Trust Act of any change occurred due to change in the Office Bearers after the election, Change in the address of the office of the Association, or procurement or disposal of the properties of the Association.

The above compliances are only guidelines however you may consult Chartered Accountants/ Advocates and carry out the compalinces accordingly.

3. Permanent Account Number (PAN) and Tax deduction and Collection Account Number (TAN) registration

- The Association has to obtain PAN from the Income tax department in the prescribed from as per **Annexure No. 7**, which is also available at website of income tax department **www.incometaxindia.gov.in**
- Similarly it is necessary to obtain TAN for the purpose of deducting and paying tax at source on all the eligible payments made through the Association. The specimen application form is as per **Annexure No. 8**, which is also available on the website of the income tax. Department - **www.incometaxindia.gov.in**

4. Service tax registration with required service codes (for example – Membership, exhibition, training, sponsorship etc.)

The Associations has to obtain Service tax registration as service tax is to be charged on the member subscription collected from the members and collection made for providing services through organizing training, property exhibition conducting paid seminars and on sponsorship. Specimen form for application of Service tax registration is as per **Annexure No.9** and website- **www.aces.gov.in**

5. Audit of Financial Accounts by the Chartered Accountants

It is necessary for each Association to get the accounts Audited by the Chartered Accountant every year. As it is mandatory under Trust Act to file the same with the Charity Commissioner.

6. Filing of Income Tax Returns:

Every Association also has to file the Income tax Returns every year before the schedul date under the Income tax Act. For filling of returns please refer the web site : **www.incometaxindia.gov.in**

7. Election:

As per the provisions contained in the Rules and Regulations, every Association has to conduct election of the Office Bearers and to bring uniformity throughout the State the tenure should of two years and should be from April to March.

Formation of Association and Working Guidelines

8. Elected members shall have following Uniform Designations:

Office Bearers:

- President,
- Imm. Past President
- Vice President,
- Hon. Secretary,
- Hon. Treasurer
- Managing Committee Members

9. Day to day working

- i. Association shall have its own office premises, whether on rental or owned property, with valid Shop Act license with adequate staff like receptionist, accountant, peon etc.
- ii. List of office bearers and Past Presidents may be displayed at the entrance of the office.
- iii. Office may be well equipped with computer, printer, telephone, fax machine & photo copier.
- iv. Associations should have strong secretariat and should have proper H.R. Policy. (specimen of H.R. Policy is enclosed as **Annexure no.20**)
- v. Association shall have its own logo, letter heads and other printed material in tune with the guidelines issued by the CREDAI-National, " Corporate Guidelines for usage of Logo ", please refer **Annexure No. 17**
- vi. Each Association shall have its own banner properly designed in tune with the CREDAI-National guide lines.
- vii. In order to have close and effective communication and interaction with the members, groups can be formed, each headed by managing committee member to understand issues of the members and to take up the same suitably in the managing committee and with the authorities
- viii. Setting up of reference library for the members.
- ix. In order to promote the City and also to generate funds for the Association, Coffee Table Book can be published
- x. In order to have quick and effective communication among the members, watshup group, SMS group and mail id group may be formed.
- xi. Association may finalize the calendar of the events for the year.
- xii. Instead of felicitating, the dignitaries with bouquet, association may think of gifting good construction / management related books to them.

xiii. Admission of Members:

The process of member admission shall be stringent and shall be carried out carefully. There shall be prescribed form for making an application. Please refer the specimen application form as **Annexure no. 10**

The specimen application for membership by the city Association to the Federation is as **Annexure no. 14** (as adopted by CREDAI-Maharashtra)

Every Association shall issue Membership Certificate Annually on the renewal of the membership as well on enrolment of new member. Please refer the specimen membership certificate as **Annexure no. 11**

Associate Membership can be given to the sister concerns of the original member by applying for the same. Associate Member shall also be governed by the Rules of the Association and abide by the Code of Conduct adopted by the Association.

xiv. Meetings & Committees

a. General Body Meetings:

- At least 4 GB shall be conducted in a year.
- Subject for GB shall be interesting, educative, informative and shall be beneficial to all the members.
- Experts for interaction and Government dignitaries be invited.
- Proper and effective Communication of meeting to all the members through e-mails and SMS besides sending hard copies.
- Attendance to be recorded.

b) Managing committee meetings:

- Regular Managing committee meetings shall be held every month and attendance shall be compulsory.
- Agenda of the meeting shall be properly circulated as per the prescribed Rules.
- Maximum three leaves of absence can be granted in a year.
- Minutes of the meeting shall be circulated to the Committee Members within three days from the meeting.

Formation of Association and Working Guidelines

c) Sub-committee meetings:

- Every Sub-committee shall have Chairman, convener and the members/ experts.
- Agenda to be circulated
- Attendance to be recorded
- Minutes to be recorded and circulated
- Reporting to the Managing committee by the Chairman.

In order to fulfill the objectives of the Association there shall be allocation of responsibilities amongst the Managing committee members by forming sub-committees. The probable sub-committees could be formed as follows:

Name of the committees:

1. Member Assistance
2. Membership Development
3. Legal
4. Govt. Liaisoning
5. IGR
6. MSEDCL Matters
7. Taxation – Direct & Indirect
8. Collectorate
9. Technology, Market Scenario and Construction Cost
10. Town Planning
11. State/Central/Taxes
12. Real Estate Market research
13. State task force
14. Property Exhibition
15. Website Development
16. Study Tour & Training
17. Bulletin – Real Estate Review
18. Grievance Cell
19. Police Assistance
20. Press & Publicity
21. Labour Welfare

xv. Records of the Association:

Records of the Association shall be properly maintained specially the Agenda of various meetings, their minutes, and attendance of the members, if possible the discussion of meetings shall be recorded. Correspondence with the Government Department, Presentation, Audit reports, Annual Reports, Income tax Returns, TDS Returns, Service tax Returns etc.

xvi. Source of Revenue:

For every Association for its sustainability and growth it should generate adequate revenue. The suggested means are:

- Annual Member Subscription
- Entrance fee
- Sponsorship
- Training and Seminar program
- Study tour
- Property Exhibitions
- Advertisement in Bulletin and websites of the Association etc.

xvii. Establishment of Grievance Cell

The Setting up of Grievance Cell is mandatory. The object of setting of the Grievance Cell is to resolve the grievance/complaints against the Members of the Association amicably. It is to be noted that the Grievance Cell shall not function as Quasi Judicial Authority or as an Arbitrator but it only acts as a Mediator.

Working procedure of the Grievance Cell:

- The Committee shall consist of Past Presidents. The Senior Vice Presidents, one of the Past President can be a Chairman of the Committee The said Committee will meet once in a month to review the status.
- The Chairman of the Grievance Committee shall convene the meeting .
- The Secretariat shall accept the complaints in respect of the Members of the Association only and shall explain the procedure of the Grievance Cell to the complainant at the time of the acceptance of the complaint.
- No complaint between Member to Member shall be admitted by the Association.
- The Secretariat shall maintain Register of complaints duly in-warded and serially numbered.
- The Secretariat shall seek comments from the Member against whom the complaint has been filed.
- The concerned Member against whom the complaint has been filed has to respond within 15 days from the date of receipt of the letter from the Association. In case the response within the said period is not received, the same is to be brought to the notice of the Grievance Committee for action.
- On receipt of the comments from the Member, same shall be sent to the complainant.
- If find deemed necessary by the committee the members of the committee may carry out inspection of the site.

Formation of Association and Working Guidelines

- If the Complainant is not satisfied by the reply of the Member and if issue is not resolved the committee shall call both the parties for personal hearing and tries to resolve the issue.
- The Committee will issue a suitable order after hearing both the parties and close the matter.
- The Committee shall report to the Managing Committee the status of the Grievances received and resolved from time to time.
- The grievances once resolved shall not be entertain for the same complaint by the same parties.
- The issues which have been accepted and resolved and no communications from the complainants for the period of three months, the issue should not be taken up again.
- The grievance may not be entertained or registered if the same matter has been already pending before any Judicial, quasi judicial or any other authority .

xviii. Labour Welfare- CSR Activities:

Branding of the Association, and of the member, can be done through Labour Welfare Activities which are well acknowledged by the Society and the Government Authorities. The activities can be coordinated through NGOs / Specialized Agencies. Under CSR activities members can undertake:

- Employer/employee registration under BOCW Act. 1996
- Health Check up Camp & issue of Cards
- Safety Audit
- Safety Training
- Crèche Activity
- Safety Week Celebration
- Aids Awareness Program
- Immunization
- De-addiction, adult literacy
- First aid training for labourers on site and site staff
- Pulse Polio Vaccination
- National vector born decease control program
- Fire fighting training.

10. CSR Activities:

The Associations can undertake with support / in partnership with local bodies the following activities:

- a) Garbage treatment
- b) Solid waste management
- c) Water management
- d) Public transport
- e) Installation of CCTVs
- f) Construction of Public toilets
- g) Clean city movement
- h) Development of play ground for children
- i) Education scholarship fund
- j) Skill development program

(to undertake above activities the association may engaged research students/ professionals for study and to prepare the research report)

11. Branding of City and the Association:

Members can take initiative to promote their city identifying the strength of the city, its potentials.

Following are the areas through which members can brand their city

- a) Beautification through I-lands
- b) Tree Plantation
- c) Through blood donation drive
- d) Through Cleaning of City drive
- e) Through promotion of Heritage Monuments
- f) Employment generation
- g) Interaction with politicians, educational institute, NGOs and other institutes.

Members can also do branding

- a) By promotion of Cultural & sports activities
- b) By providing Traffic Wardens
- c) By distributing Books to the needies
- d) Construction of rooms in the schools
- e) Building Night shelters for the poor
- f) Distribution to gifts to the poor on festivals.

12. Motivation and Networking amongst the City Members :

Celebrating Foundation Day, Installation Ceremony of the President and New Managing Committee, Announcements of the Awards for various categories/criteria. Inviting imminent speakers as guest lectures.

13. Establishment of Networking with State and National level Association :

In order to develop good network member is

Formation of Association and Working Guidelines

advised to attend all the event organized by the State and National Federation of Builders Association.

14. Code of Conduct:

It is mandatory to adopt Code of Conduct by each City Association as per the directives given by the CREDAI-National to govern the business activities of its members and to maintain certain standards of creditability by the Members across the country by keeping in mind the requirement of providing confidence and comfort to their Customers / Home Buyers.

Please refer specimens of Code of Conduct by CREDAI-National at **Annexure No. 12** and of CREDAI-Pune Metro at **Annexure No. 13**

However these Codes are subject to minor amendments by city units depending on the local conditions and requirements.

Every member of the City Associations is required to sign the Code of Conduct in duplicate by the owner/Director/Partner on each page in token of having accepted and abiding the Code of Conduct.

15. Services and Benefits to the Members:

Every Association through various activities including workshops, seminars, lectures, presentations of the sub-committees/experts from various fields etc shall give following services to its members:

- Advisory Services in various areas related to the business.
- Interacting with other members through quarterly General Body Meetings.
- Complementary copies of bimonthly bulletins.
- Business Promotional Activities.
- Interactive website.
- Liaisoning and making representation to Local/State and Central Government on policy matters.
- Taking legal recourse.
- Conducting study tours
- Holding exclusive Property Exhibitions.
- Organizing training and seminars

16. Responsibilities of the Members :

- To sign and abide by the Code of Conduct.

- Abide by the Circulars, guidelines, resolutions passed in the General body and by the Managing Committee.
- Every member shall be made mandatory to use logo of the Association in all their advertisement communications.
- To attend and participate in all the meetings & activities of the Association.
- To pay Annual Subscription within three months of the commencement of the year.
- To signed and abide by the Code of Conduct.
- Abide by the Circulars, guidelines, resolutions passed in the General body and by the Managing Committee.
- Undertake labour welfare activities.

17. Activity Planner:

Various events, seminars, conventions and property exhibitions are organized by City Associations, State Federations and at the National level from time to time in a year. . In order to enable the members to attend maximum such events, it is advisable to prepare the activity planner annually, broken into quarter and in the monthly calendars and to circulate to all the members and also to the State Federation and to CREDAI-National. In this connection we appreciate the initiative taken by CREDAI-Nashik in drafting such activity planner.

Every City Association should prepare in advance, before start of the year, their annual financial budget with reference to the activities planned for the year and same to be reviewed periodically.

18. Miscellaneous:

- Paperless communication system shall be developed amongst the members through use of internet, opening e-mail ids of all the members, use of SMS for faster information. The use of new technology for communication increases the interaction amongst members, e.g you can have What's appl. group for business purpose.
- Attendance and participation in the Interactive meetings, training secessions,

sharing of knowledge by experts, interactive meetings with local bodies on regular basis, by inviting officials from government bodies to the events of the Association, Public Functions helps in development of Healthy relations.

- Encouraging members to undergo soft skill training programme, personality development programs etc., observing dress code, welcoming properly the dignitaries helps in uplifting the image of the member and the Association.
- Whenever the office bearers of CREDAI National or CREDAI Maharashtra or from any other State visits the City, please invite them for sharing their expert knowledge and guidance.
- Commit what you can do and don't commit what you cannot do particularly in General body meetings or in any public meetings to avoid embarrassment.

19. Training Program like “KUSHAL” – CREDAI-Pune Metro for Skill Development :

Kushal is a partnership project between CREDAI Pune Metro & Government of India's National Skill Development Corporation (NSDC) to upgrade skills of construction workers in Pune city in the following trades:

1. Carpeting / formwork / centering
2. Fitting and bar bending
3. Masonry
4. Plumbing
5. Tiling
6. Painting

Shortage of construction workers has created tremendous influx of under-qualified / unskilled labour into our industry. The absence of formal training has resulted in workers taking long time to learn work, which in turn has kept their wages at a stable menial low.

Through project Kushal, we shall empower workers with skills that will help them along their career path and also give them a chance to earn a better livelihood. Courses have been developed by industry stalwarts keeping the construction worker in mind. Courses having duration of 2-3 months have been designed to include practical and theoretical training which will help upgrade skills and knowledge of the labourer in short span of time.

Skill training will help them earn better while training in social skills and site safety will help improve the quality of the worker's life.



Mr. Rajiv Pratap Rudy,
Hon'ble Skill Development Minister
interacting with Kushal Trainees during
Classroom session



Mr. J P Shroff,
Chairman Kushal felicitating
Mr. Rajiv Pratap Rudy,
Hon'ble Skill Development Minister

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**Registration of the Association
under Charity Commission
Annexure : 1**

SCHEDULE II

[vide rule 6]

To,

The Deputy/Assistant Charity Commissioner

..... Region/Sub-region.
In the matter of Public Trust*

I,.....
Trustee of the above named public trust, hereby apply under section 18
of the Bombay Public Trust Act, 1950, for the registration of the said
public trust.

2. I submit the following necessary particulars:

[(ai) the designation by which the public trust is or
shall be known (name of public trust).]

(i) Name of the trustees and managers with
their addresses.

(ii) Mode of succession to their trusteeship and
managership.

(iii) Objects of the trust.

(iv) (a) Particulars of documents creating the
trust (attach copies).

(b) particulars other documents about the origin or creation of the
trust.

(v) particulars of the scheme if any, relating to the trust (attach copy).

(vi) movable property with estimated value of each class of such
property.

[Note- Entries would be made by broad description of classes of such
property, e.g., furniture, books, etc., rather than of each individual
article. Entry regarding cash should be made only if such cash forms
part of the capital of the trust. In the case of script give particulars of
each security, stock, share and debenture including the number of
which it bears.]

(vii) (a) details of immovable property showing the village or town where
situated along with C.S., municipal or survey no., area, assessment or judi
and description of the tenure on which held (attach certified copies of
the entries in the record of rights, city survey record or municipal
record relating to the properties):-

- 1.
- 2.
- 3.

(b) Estimated value of each immovable property:-

- 1.
- 2.

**Registration of the Association
under Charity Commission
Annexure : 1**

3.

(viii) Sources of income of trust

(ix) average gross annual income

(x) average annual expenditure

(xi) amount of average annual expenditure :-

(a) on remuneration to trustees and managers

(b) on establishment and staff

(c) on religious object

(d) on charitable objects

(e) on miscellaneous item

(xii) Particulars of encumbrances any, on trust property

(xiii) Particulars of title-deeds pertaining to trust property and the names of trustees in possession thereof.

(xiv) Remarks, if any

3. Fee of Rs. a companies

4. Any communication to the trustee or manager in connection with the trust may be sent to the following address:-

Name.....

Address.....

Date.....

Signature of applicant.

Before Me

Other Compliance with the Charity Commissioner Income Expenditure Report : Annexure : 2(i)

SCHEDULE IX

[Vide rule 17(1)]

Register No.

Name of the Public Trust

Income and Expenditure Account for the year ending.....

EXPENDITURE	Rs.P.	INCOME	Rs.P.
To Expenditure in respect of properties-		By Rent -	
		(accrued)*	
		(realised)	
Rates, taxes, cesses..		By interest	
Repairs and maintenance ..		(accrued)*	
Salaries		(realised)	
Insurance			
Depreciation (by way of provision or adjustments).		on securities ..	
		on loans ..	
Other expenses ..		on bank account..	
To establishment expenses..		By Dividend	
To remuneration to trustees..		By Donations in cash or kind	
To remuneration (in the case of a math) to the head of the math, including his household expenditure, if any.		By grants	
To Legal expenses ..		By income from other sources (in details as far as possible)	
To Audit fees ..			
To contribution and fees..		By Transfer from Reserve	
To Amount written off:-		By Deficit carried over to Balance Sheet	
(a) Bad debts ..			
(b) Loan Scholarships..			
(c) Irrecoverable rents.			
(d) Other items..			
To Miscellaneous expenses.			
To Depreciations			

Other Compliance with the Charity Commissioner Income Expenditure Report : Annexure : 2(i)

To Amounts transferred to Reserve or specific Funds.

To Expenditure on objects of the trust-

- (a) Religious
- (b) Educational
- (c) Medical Relief
- (d) Relief of poverty
- (e) Other charitable objects

To Surplus carried over to Balance
Sheet

Total Rs..

Total Rs..

As per our report of even date.

Dated..... at
Trustees.....

CHARTERED ACCOUNTANTS
Auditors

**Other Compliance with the Charity Commissioner
Register of Audit Report : Annexure : 2(ii)**

SCHEDULE X

[Vide rule 21(2)]

Register of Audit Reports

Registered No. and Name of Public Trust

Year under audit	Date of receipt of audit report	Name of auditors	Remarks Note.-Specify if audit is a special audit
1	2	3	4

Other Compliance with the Charity Commissioner Register of Property of the Trust : Annexure : 2(iii)

SCHEDULE X-AAA

[Vide rule 24A]

Register of property belonging to the Trust

PART I – Immovable Property

Date and year of preparation	Agricultural Land			Other Property			Remarks
	Name of the village, taluka and where situated	Area	Revenue assessment	Nature of property	Description	Location	
1	2	3	4	5	6	7	8 9

Note.-- This form should be filled in as follows: -

- Firstly, the totals at the beginning of the year
- Secondly, increase during the year, in details
- Thirdly, decrease during the year, in details
- Fourthly, total at the end of the year.

Dated :

Signature of the trustee in token of physical verification or verification of title.

**Other Compliance with the Charity Commissioner
Report for Change that has occurred : Annexure : 2(iv)**

SCHEDULE III

(Vide rule 13(1))

**Report of changes that have occurred or are desired in the particulars record in
the register of public Trusts**

Registered No. and name of public trust.....

<i>Name of change</i>	<i>Reasons for the change</i>	<i>Remark,if any</i>
<i>1</i>	<i>2</i>	<i>3</i>

Signature and address of reporting trustee

Other Compliance with the Charity Commissioner Statement of Expenditure : Annexure : 2(v)

SCHEDULE IX-B

[Vide rule 17]

Statement of Expenditure for the year ending -----

Name and registered number of Public Trust.....

Assessment cesses and other Government dues	Municipal and other taxes	Charges incurred for maintenance and necessary improvement of property including repairs	Remuneration to managers and/or trustees	Pay and allowances of servants	On religious object	On charitable objects	Miscellaneous expenses (including contribution)	Total expenditure	Total income	Balance	Remarks
1	2	3	4	5	6	7	8	9	10	11	12

Other Compliance with the Charity Commissioner Statement of Income Contribution : Annexure : 2(vi)

SCHEDULE IX-C

[Vide rule 32]

Statement of income of the public trust liable to contribution for the year ending

Name and Registered No. of Public Trust

	Rs. P.	Rs. P.
I. Income as shown in the Income and Expenditure Account (Schedule IX).		
II. Items not chargeable to contribution under section 58 and rule 32 --		
(i) Donations received from other public trust and Dharmadas.		
(ii) Grants received from Government and local authorities.		
(iii) Interest on Sinking or Depreciation Fund..		
(iv) Amount spent for the purposes of secular education.		
(v) Amount spent for the purpose of medical relief.		
(vi) Amount spent for the purpose of veterinary treatment of animals.		
(vii) Expenditure incurred from donations for relief of distress caused by scarcity, drought, flood, fire or other natural calamity.		
(viii) Deduction out of income from lands used for agricultural purpose -		
(a) Land Revenue and Local Fund Cess		
(b) Rent payable to superior landlord		
(c) Cost of production if lands are cultivated		

Other Compliance with the Charity Commissioner Statement of Income Contribution : Annexure : 2(vi)

by the trust.

- (ix) Deductions out of income from lands used for non-agricultural purposes-
 - (a) Assessment, cesses and other Government or municipal taxes.
 - (b) Ground rent payable to the superior landlord.
 - (c) Insurance premia
 - (d) Repairs at 10 per cent of gross rent of buildings.
 - (e) Cost of collection at 4 per cent of gross rent of buildings let out.
- (x) Cost of collection of income or receipt from securities, stocks, etc. at one per cent of such income.
- (xi) Deductions on account of repairs in respect of buildings not rented and yielding no income, at 10 per cent of the estimated gross annual rent.

Gross annual income chargeable to contribution	-----	-----
Amount of Contribution computed at the rate fixed under the sub-section (1) of section 58 and payable.		

“Certified that while claiming deductions admissible under the above-Schedule, we have not claimed any amount twice, either wholly or partly, against any of the items mentioned in the Schedule which have the effect of double-deduction.”

Dated :

CHARTERED ACCOUNTANTS
Auditors

Dated :

Trustees
Trust Address.

[Vide rule 17]

Statement of Income for the year ending -----

Name and registered number of the Public Trust.....

Income and Expenditure Account for the year ending.....

Income from immovable property				Income from other property securities (if any)				Total realisation and outstanding				
Particulars of property	Arrears of Income at the end of the previous year	Demand of rent fixed for the current year	Amount realised during the year	Arrears outstanding with details of the year to which they belong	Description of property	Arrears of income at the end of the previous year	Amount to be recovered during the current year	Amount realised during the year	Arrears outstanding	Total Amount recovered during the year	Total Amount outstanding	Remarks
1	2	3	4	5	6	7	8	9	10	11	12	13

Other Compliance with the Charity Commissioner Submission of Balance Sheet : Annexure : 2(viii)

SCHEDULE VIII

[Vide rule 17(1)]

Name of the Public Trust

Balance Sheet as at

FUNDS AND LIABILITIES	Rs.P.	PROPERTY AND ASSETS	Rs.P.
Trusts Funds or Corpus- Balance as per last balance - sheets Adjustment during the year (give details).		Immovable properties- (Suitably classified giving mode of valuation). Additions or deductions (including those for depreciation). If any during the year.	
Other earmarked funds- (Created under the provisions of the trust-deed or scheme or out of the income). Depreciation Fund Sinking Fund Reserve Fund. Any other Fund.		Investments- (Suitably classified,giving mode of valuation).*	
Loans (Secured or unsecured)- From trustee. From others.		Furniture and fixtures- Balance as per last balance sheet. Additions or deduction (including those for depreciations), if any, during the year.	
Liabilities- For expenses .. For advances .. For rent and other deposits For sundry credit balances		Loans (Secured or unsecured)- Good/doubtful Loans scholarships.. Other loans..	
Income and Expenditure Account- Balance as per last balance - sheet Less appropriation, if any Add/Less : Surplus or deficit		Advances - To trustees To employees To contractor To lawyers To others	

as per Income and Expenditure
Account.

Income outstanding*-

Rent

Interest

Other Income

Cash and Bank Balances-

(a) In current account or fixed
deposit account with (give
names of banks and state
in whose name the
account stands).

(b) With the trustee (give name).

(c) With the manager (give name).

Total Rs..

Total Rs..

Market value as on the date of the balance-sheet should also be given by way of a note.
Particulars of investment in concerns in which the trustees are interested shall be given
separately by way of a note.

- In case the accounts are maintained on cash basis, state the income outstanding
here below: -

The above balance-sheet to the best of my/our belief. As per our report of even date.
contains a true account of the Funds and Liabilities
and of the Property and Assets of the trust.

Dated..... at

Trustees.....

CHARTERED ACCOUNTANTS

Auditors

Other Compliance with the Charity Commissioner Change in Immovable Property : Annexure : 2(ix)

SCHEDULE III

(Vide **rule 13(IA)**)

Memorandum of change in the immovable property of public trusts

Name of public Trust and its address:

.....
.....

Full name and address of

trustee or manager.....
.....

Registered No. of public trust.....

village or town(taluka and district) where immovable property is situated	Registration District	Registration Sub-District	Survey No. or C.S. No. or C.T.S. NO. or Municipal No.	Area	Assessment or Judi	Remarks If any
1	2	3	4	5	6	7

Registration of the Association under Society Act Annexure : 3

**(संस्था नोंदणी करिता मा. सहाय्यक संस्था निबंधक यांचे कडे दाखल करावयाच्या
प्रस्तावातील मुद्दे/ प्रस्तावाचा नमुना)
परिशिष्ट 'अ'**

दिनांक :

प्रति,
सहाय्यक संस्था निबंधक,
..... विभाग,

विषय : संस्था नोंदणी अधिनियम १८६० अन्वये नोंदणी बाबत...

संस्थेचे/मंडळाचे नांव व पत्ता.....

महोदय,

निवेदन करण्यांत येते की, विषयांत नमुद केलेल्या संस्थेची नोंदणी संस्था नोंदणी अधिनियम १८६० प्रमाणे करावयाची आहे. सबब आपणांकडे खालीलप्रमाणे कागदपत्र सादर करण्यात येत आहे.

१. विधानपत्र (ज्ञापन) [मेमोरेण्डम ऑफ असोसिएशन]
२. नियम व नियमावलीची सत्य प्रत. [आर्टिकल्स ऑफ असोसिएशन]
३. संस्था नोंदणी संदर्भात कार्यकारी मंडळाच्या सर्व सभासदांचे संमतीपत्र.
४. संस्था नोंदणी बाबत कार्यकारी मंडळाच्या सर्व सभासदांच्या सहीनिशी अधिकारपत्र.
५. संस्थेच्या पत्त्याबाबत व मालमत्ते बाबत अध्यक्ष वा सेक्रेटरी यांचे प्रतिज्ञापत्र रुपये १००/- च्या स्टॅम्प-पेपरवर रुपये ५/-च्या कोर्ट फी स्टॅम्पसह,
६. अनुसूची एक (नियम ७)
७. अनुसूची दोन (नियम ८)
८. अनुसूची सहा (नियम १५)
९. संमतीपत्र (१९५०)
१०. संस्थेच्या स्थापनेबाबतच्या ठरावाची सत्यप्रत
११. हमी पत्र
१२. प्रथम कार्यकारिणीची यादी
१३. संस्थेच्या पत्त्याबाबत जागा मालकाचे ना हरकत प्रमाणपत्र
१४. सर्व सभासदांचे ओळखपत्र व पत्त्याचा पुरावा

पुढे असेही निवेदन करण्यात येते की, वरील संस्थेचे उद्देश सन १८६० च्या संस्था नोंदणी अधिनियमाच्या कलम २० अन्वये असून वरील संस्थेच्या नांवाची वा नामसदृश असलेली संस्था माझे माहिती प्रमाणे अस्तित्वात नाही. नोंदणी शुल्क रुपये ५०/- (रुपये पन्नास मात्र) भरण्यास तयार आहे. तरी वरील संस्था- संस्था नोंदणी अधिनियम १८६० अन्वये त्वरीत नोंदवावी अशी विनंती आहे.

आपले विश्वासू

(अध्यक्ष /अर्जदार)


संस्थेचे/मंडळाचे नांव.....


(संस्था नोंदणी करिता मा. सहाय्यक संस्था निबंधक यांचे कडे दाखल करावयाच्या प्रस्तावातील मुद्दे/ प्रस्तावाचा नमुना. सदरहू नमुना हा केवळ उदाहरणादाखल दिलेला आहे; यास अंतीम मसुदा समजू नये. सदर मसुदातील बाबींमध्ये कायदा व नियमांमधील बदलांनुसार तसेच संबंधीत कार्यालयाचे अधिकारी यांनी सुनिश्चित केलेनुसार बदल होऊ शकतात, कोणत्याही वाद / अडचणींमध्ये मुळ नमुना व माहिती पत्रक ग्राह्य मानले जाईल. अधिक माहिती किंवा तपशीलासाठी जवळच्या जिल्हा कार्यालयाच्या अधिकांशी संपर्क साधावा.)

**Specimen of Registration Certificate under Trust Act
Annexure : 4**

DUPLICATE CERTIFICATE
Issue in lieu Old Reg. Cer. No. F. 2019/19
Vide Order Dt. 16-4-12 Misc. Appl. No. 339/12
of A.C.C. Pune as per Rule 8 (2) of B.P.T.A. 1951

048
[विशेष-ध.अ./मु.सा.वि./२म.]


Asstt. Charity Commissioner
Pune Region, Pune


सत्यमेव जयते


नोंदणी प्रमाणपत्र

याद्वारे प्रमाणपत्र देण्यात येते की, खाली वर्णन केलेली सार्वजनिक विश्वस्तव्यवस्था ही आज, मुंबई सार्वजनिक विश्वस्तव्यवस्था अधिनियम, १९५० (सन १९५० चा मुंबई अधिनियम २९) या अन्वये
Pune Region Pune येथील सार्वजनिक विश्वस्तव्यवस्था नोंदणी कार्यालयात योग्य रीतीने नोंदण्यात आलेली आहे.

सार्वजनिक विश्वस्तव्यवस्थेचे नाव: Credai Pune Metro
1149 Sadashiv Peth Pune 30
नोंदणी मुस्तकातील क्रमांक: F. 2019/Pune
Shri. Ramkumar Rathi यांस प्रमाणपत्र दिले.

आज दिनांक 6.5.1982 रोजी माझ्या सहीनिशी दिले.

शिक्षक


Asstt. Charity Commissioner
Pune Region, Pune

पदनाम

Specimen of CREDAI Pune Metro Annexure : 5

MEMORANDUM OF ASSOCIATION OF CREDAI-----

1. The name of the Association shall be “CREDAI-----”
2. The Registered Office of the Association shall be situated at ----- in the State of Maharashtra.
3. The objects for which the Society is established are:-
 - I. To promote and foster feelings of unity and co-operation and mutual help and to eliminate unhealthy competition and unfair trade practices amongst the promoters and builders of -----.
 - II. To advice and assist the members in technical, non-technical and legal matters.
 - III. To develop common platform of interest connected with or allied to the construction trade, industry and profession for obtaining fair and equitable terms in Profession for obtaining fair and equitable terms in promoting and Constructing ownership flats by initiating, promoting, supporting or opposing such of the legislations or other action or actions affecting the interests of above trade and industry in any manner whatsoever legally permissible and in general to take initiative to secure the welfare of the trade and industry.
 - IV. To encourage adoption and promotion of correct business practices according to ethical code of correct business practices as enumerated in Annexure – II to the Rules and Regulations of the Association and maintain efficiency, dignity and integrity of the profession.
 - V. To promote science of building and / or construction industry and with that end in view to collect and disseminate amongst members, statistical and technical information affecting the interests of the trade in general.
 - VI. To encourage and conduct research for progress in building and construction trade and industry and any other profession connected therewith and for that purpose to establish, construct, promote, form and maintain testing institutions, laboratories, buildings, test houses, libraries, collection of models, designs, drawings, articles of interests and such other information.
 - VII. To improve and elevate the technical and general knowledge of persons engaged in or about to be engaged in the building trade or in any employments, in connection therewith by arranging lectures, conducting classes, exhibitions meetings, seminars etc., and to award certificate of distinction and medals, trophies and prizes and also institute and establish or to help in establishing funds for scholarships, grants, rewards, and other beneficinations.
 - VIII. To confer with any public or private institution, local national or international in regard to matters of common interests affecting or in any way concerning or touching the promoting and building trade, industry and profession.
 - IX. To provide means for enabling persons engaged in promoting and building trade and industry and to initiate and assist all such action to protect and safeguard the profession of construction industry and such other trade connected with building materials
 - X. To undertake and execute any trust, which may seem to the association conducive to its objects.
 - XI. To establish, undertake, superintend, administer or contribute to any charitable, benevolent, national or political institutions or to Defense Fund and to give donations or advances to deserving causes which may be conducive to the advancement of the objectives of the Association and in particular to the cause and activities which may lead to physical, mental, social or political development of the country, or the builders' community in particular or otherwise.
 - XII. To create better working conditions for labour engaged in the construction industry and to provide necessary amenities to the workers, their families and children, without any profit motive.
 - XIII. To establish harmony between the construction industry on one hand and the Government departments both at Central and State level and also Public Bodies Financial Institutions, Private

Specimen of CREDAI Pune Metro Annexure : 5

bodies on the other, and to promote healthy growth of the construction industry.

- XIV.** To Co-operate with Governments (Central and State) for the successful execution of projects under the various planned programmers of the Country and particularly during National Emergencies as far as practicable.
- XV.** The profits and surplus of the Association shall be utilized for furtherance of all or any of the objects hereinabove mentioned and shall not be distributed amongst the members.
- XVI.** Management of the affairs of the Association shall be entrusted to the Managing Committee as provided in the Rules and Regulations of the Association.

4. The Society shall be a non profit making Organization.
5. The benefits of Society shall be open and available to all and shall not be limited to or restricted to any particular community, caste, class or creed of people.
6. The names and address of the first members of the Governing Body to whom by the Rules and Regulations of Society, the Management of affairs of the Society is entrusted are set out as hereunder:

SR.NO.	NAME	AGE	ADDRESS	SIGNATURE
1.				
2.				
3.				

We, the several Members whose signatures, and addresses are hereunder subscribe, do under and by virtue of the general laws of the Union of India and in accordance with the Societies Registration Act XXI of 1860, hereby associate ourselves with the intention of forming an association under the name of the Association of The Promoters and Builders' Association of ----- in pursuance of the Memorandum of Association on

Sr. No.	Name	Age & Designation	Address & Occupation	Signature
1.				
2.				
3.				

Place :

Date :

As approved by the Asst. Charity Commissioner vide order dated ----- under Misc. appl. No. ----- the present Managing committee Members are as under:

Name of Member	Designation	Address

Note : The above specimen is as per CREDAI-Pune Metro MoA. You can refer the same and as per local conditions modify the same suitably for adoption

Specimen of CREDAI Pune Metro Annexure : 6

RULES & REGULATIONS OF CREDAI-----

- 1) These Rules shall be called the Rules and Regulations of Promoters' and Builders' Association of Pune. In these Rules, unless the context otherwise requires, they shall mean and include all the Rules of Promoters' and Builders' Association of Pune hereunder set out or that may be framed, altered, substituted, modified or added in the manner hereinafter provided from time to time.

2) INTERPRETATION

In the interpretation of these Rules unless there is anything repugnant to or inconsistent with the subject or context.

- a) 'The Association' means the Promoters & Builders Association of -----.
- b) 'Year' means the financial year of the Association commencing on the First Day of April of every year and ending on the Thirty First Day of March of the subsequent year.
- c) 'The Constitution' means the Memorandum of Association and Rules and Regulations of the Association including Annexure and Schedules annexed to Rules and Regulations.
- d) 'Members' shall mean and include individuals, firms, and companies, engaged in construction of ownership premises and for development of Real Estate.
- e) Words imparting 'Masculine' gender and 'Singular' number shall respectively include, 'Feminine Gender', and 'Plural number' and vice versa.
- f) 'Office Bearers' shall mean and include President, Vice Presidents, Secretary, Jt. Secretary & Treasurer.

3) REGISTERED OFFICE

The Registered Office of the Association shall be situated at ----- in the State of Maharashtra.

4) REGULATION FOR MANAGEMENT

The regulations for the management of the society shall, subject to the provisions of the Societies Registration Act, 1860, be such as are contained in these Rules and Regulations.

5) CLASSES OF MEMBERSHIP

There shall be following classes of Member viz:

- i. The Ordinary Member.
- ii. The Associate Member.

(A) ORDINARY MEMBERS

- a. Any person, firm, company and any corporate body connected with the business/industry of promotion and/ or development of ownership premises and/ or real estate.
- b. Candidate for ordinary membership shall send the Association a written application on a form prescribed by Association from time to time along with sum of Rs.----- or such sum as may be approved by the General Body from time to time, towards entrance fees/ one time donation or contribution to the corpus together with one year subscription as hereinafter provided.

(B) ASSOCIATE MEMBERS.

- a. Any person, firm, company, and any other body to which the ordinary member of the Association is connected whether as Proprietor, Director, Trustee, Partner, or other-wise can be admitted to the Membership of Association as Associate Member/s. Such person, firm, company, association and/or any other body can be admitted as Associate member only if duly authorized and consented by

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concerned ordinary member.

- b. Candidates for Associate membership as above shall send to the Association written application on a form prescribed by the Association from time to time along with a sum of Rs. 1000/- or such sum as may be approved by the General Body from time to time towards entrance fee/one time donation or contribution to the corpus together with one years subscription as hereinafter provided.
 - c. That the Associate Members shall not be entitled for the circulars etc of the Association also they are not entitled to attend the meetings and to cast votes. The associate member is/are also cannot nominate the member.
 - d. That the Associate Member shall automatically cease to be go, if the ordinary member ceases to be a member.
- (C) All the Ordinary Members including individuals firms companies body corporate shall intimate the Association names of all the concern firms companies, body corporate etc in which such member or any partner or any director has any type of interest in the business of construction as defined in 2(d).

Further more all such concerns, firms, companies etc shall become Associate Members of the Association and all the Rules, Regulations, Decisions & recommendation shall be binding on them.

6) APPLICATION FOR MEMBERSHIP

- a) Application for membership may be received at the registered office of the Association. The Application shall be in the form, proforma of which is appended in Annexure – IV. The form may be changed / altered or modified by the managing committee if they find the present one inadequate / unsuitable.
- b) The Secretary shall place such application before the Managing Committee of the Association, which may in its absolute and uncontrolled discretion, either to accept or reject the said application. The committee shall not be bound to give any reasons for rejection of any such application. If the application is rejected, the Secretary will intimate the rejection thereof to the rejected candidate and refund to him the sum paid by him to the Association, towards one year's subscription and the entrance fee along with the application.
- c) If the Application is accepted by the Managing Committee then the Secretary shall notify the acceptance thereof to the applicant in writing. The Secretary shall also furnish to the applicant with a copy of the Constitution, Rules & Regulation, Code of conduct & Code of Practices of the Association. The date of enrollment of Ordinary member, Associate member, and affiliated member shall be the date on which the application is accepted by the Managing Committee.

It is obligatory on the part of all the members to follow all the

- (1) Rules & Regulations,
- (2) Code of Conduct,
- (3) Code of Practices, strictly in the interest of the Business and of the Association.

- d) In case any Proprietary Concern/Firm/Company or Body Corporate applying for the Membership of the Association the application for membership should also indicate the name of the person authorized by such Proprietary Concern/Firm/Company/Body Corporate to represent such concern Firm, Company, Body Corporate to represent in the Association. Such authorized person should have the decision making position or corporate position such as Director/Chairman/Managing Director etc in the concern Firm, Company or Body Corporate he represents or any person recommended by Board of Directors.
 - e) In case of the following the members should inform the Managing Committee whereby the records of the Association will be changed accordingly in the following circumstances...
- i. If there is the change in the name of the member firm, wherein constitution of the firm as well as the registration no. (of Registrar of Firms) remains the same
 - ii. There is a change in the constitution of the member firm, wherein the name as well as the Registration no. (of Registrar of Firms) remains the same.

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- iii. There is a change in the constitution i.e. Partnership to Pvt. Ltd. Co. / Public Ltd. Co. or Proprietary & vice-verse then each of this case, if the original firm is dissolved, and in that place if the new organization as mentioned has come in existence.

In the above circumstances, it will not be treated as new membership but the same old membership will continue with the necessary modifications in the records of the Association.

7) MEMBERS AND ELIGIBILITY FOR VOTING

- i. All the Ordinary members shall have the right to vote by remaining present in person or through proxy is allowed in case the representative member is absent at all the meetings of the association however the Associate members and Affiliated members shall not have any right to attend and to vote at any of the meetings of the Association.
- ii. Subscription for every financial year shall be paid in advance directly at the registered office of the Association. However, the subscription can be paid before the actual date of filling of nominations for elections but with penalty of Rs-----/- or as may be decided by Managing Committee.
- iii. The Treasurer should prepare the bills for membership fees every year and should arrange to send the same to members well in advance that is at list sixty days before commencement of next financial year.
- iv. The Secretary should prepare a list of members eligible to vote before one month of the actual date of voting and publish the same on the notice board at office of the Association and the eligible members only shall be allowed to contest for the post in the Managing Committee and /or to hold any office in the Association. Subject to direction in 7 II above.
- v. Process of Election of the members of the Managing Committee and the Office Bearers of the Association for two financial years, shall be started in the second financial year immediately after 1st of Jan and shall be concluded before 15th March of the Second financial year. For the purpose of election, Extra Ordinary General Meeting of the Association for election shall be held by 15th March of the Second Financial Year and newly elected Managing Committee will commence from next Financial Year i.e. 1st April.

However if the elections are postponed then the new Managing Committee shall assume the office on the first day of the month next to the month in which the elections are concluded.

The accounts for each financial year shall be made up and audited as far as possible before the end of June in each year and the Annual General Meeting of the Association shall be as far as possible be held in the month of July each year. After 2 years when the new Managing Committee will be elected the accounts shall be presented by the new Managing Committee. However the responsibility and liability relating to such accounts shall be that of the outgoing Managing Committee.

8. (A) DISQUALIFICATION AND REMOVAL FROM MEMBERSHIP OF THE ASSOCIATION.

A member shall be disqualified for being appointed as and for continuing as member of the Association.

- I. If the member is found to be lunatic or a person of unsound mind or
- II. If the member has been adjudged insolvent by the court of competent jurisdiction or
- III. If the member has been convicted of an offense involving moral turpitude. or
- IV. Against whom repeated complaints have been received from his/ its customers to the Association and on enquiry the complaints found to be correct and genuine by the Association. or
- V. If in the opinion of the Association his / its membership is prejudicial to be interest of the Association and its activities. or
- VI. If the member does not adhere to the Rules & Regulations, Code of Conduct of the Association, or does not comply with directions of the grievance committee.

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(B) REMOVAL FROM MEMBERSHIP OF THE ASSOCIATION.

The Association may by a resolution in its General Body by a 2/3rd majority remove from membership any member who

- i. Is or becomes subject to any of the disqualifications mentioned herein before.
- ii. Or in the opinion of the Association has failed or is unable to carry out his duties for the interest of the Association provided that before such removal the member to be removed should be given opportunity to show cause against his / its removal from the membership of the Association.

(C) DISCIPLINARY ACTION AGAINST MEMBERS:

In the event of any question arising with regard to the conduct of member, a meeting of the Managing Committee shall be convened to inquire into the matter at which such member shall be invited to attend. If in the opinion of the Managing Committee a member has been found guilty of misconduct detrimental or prejudicial to the interest of the Association or the reputation or the dignity of trade, industry or profession, Business, the Managing Committee may recommend to the General Body that the said member may be warned or suspended for some period or for life or be expelled permanently.

No member shall be so warned, suspended or expelled by the General Body of the Association acting on the recommendations of the Managing Committee unless the General Body has passed a Resolution to that effect by Two- Third majority of the members present and voting at such General Meeting of the Association.

9. PAYMENT OF ENTRANCE FEE AND ANNUAL SUBSCRIPTION AND CONSEQUENCES OF DEFAULT:

- a) An Ordinary Member shall pay Rs.5000/- and Associate Member shall pay Rs...../- and an Affiliated Member shall pay Rs...../- or as may be decided by the Managing Committee from time to time for all classes of members as one time donation to the Association. This one time donation shall be included in the corpus of the Association.
- b) An annual subscription of Rs...../- or as may be decided from time to time shall be paid by every ordinary member. An annual subscription of Rs.1000/- or as may be decided from time to time shall be paid by every Associate member and an annual subscription of Rs...../- or as may be decided from time to time shall be paid by every Affiliated member. However, the subscription may be changed by General Body from time to time.
- c) The annual subscription shall be paid in advance before commencement of the next financial year. Any person/ firm/ company joining the Association any time during 1st Oct to 31st March shall pay half year subscription for the joining year with complete/ full one time donation. However in case the member resigns or is removed no subscription amount is refundable either on prorate basis or otherwise.
- d) If the subscription of any member remain in arrears for a period of three months after it becomes payable, the Managing Committee shall have a power after giving a notice in writing by registered post to such defaulting member to remove such member and there upon such member shall cease to be a member of the Association.

That the Annual Subscription of any member remains in arrears up to 30th June, the Managing Committee shall have a right to give notice to such member for payment of Annual Subscription within three months of receipt of notice. However within the period of three months of notice the member shall not be entitle to attend any meeting vote or receive any circulars etc. from the Association.

If the Member does not pay within the notice period, the Managing Committee shall have the power to cancel/ terminate the membership by following a procedure as mentioned in 8(c).

If the member fails to pay the Annual Subscription within notice period his/her/their its membership shall be deemed to be cancelled from the immediate day after the notice period.

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10. RIGHTS PRIVILEGES DUTIES & LIABILITIES OF MEMBERS

- a) Every member of the Association, shall be subject to the other regulations in force from time to time, be entitled to same rights and privileges and subject to same duties and liabilities. He shall have access to and right to take copies of/ or extracts from the minutes of the proceedings of the Association on payment of prescribed fee provided at least three clear working days notice in advance of his intention to do so or to have the same is given to the Secretary. He shall then be entitled to be furnished with a copy on payment of such fee as may be prescribed by the Association / Managing Committee.
- b) Any member shall be entitled to resign from the Association. A member wishing to resign his/its membership may do so by forwarding his/ its letter of resignation to the Secretary at least one calendar month before the expiry of financial year otherwise he/ it shall be liable to pay full subscription for the next following year.

11. GENERAL BODY OF THE ASSOCIATION MEETINGS AND BUSINESS TO BE TRANSACTED THEREAT

- a) All the ordinary members of the Association shall constitute the General Body of the Association. The powers regarding framing of policies, considering issues of importance connected or touching the problem of construction trade, industry and profession and such other matters of general nature and of vital interest shall vest in the General Body. The General Body shall meet at least once a year and this meeting shall be styled as the Annual General Meeting of Promoters & Builders Association of Pune. Such meeting shall be held not later than 6 months after the date of expiry of the financial year (i.e 31st March of each year). The President of the Association and in his absence one of the Vice President and in the absence of all of them any member of the General Body shall preside over the Meeting. The President shall adjourn the meeting if the majority of the members so require him to do so on vote.
- b) The acts and actions done by the Managing Committee and/ or Trustees, which require the sanction of General Body, Shall be accepted and ratified in the General Body Meeting held immediately after the act in question is done or action taken.

12. BUSINESS TO BE TRANSACTED AT ANNUAL GENERAL MEETING.

The Annual General Meeting of the Association shall inter alias transact the following Business:

- a) To confirm the minutes of the last Annual General Meeting.
- b) To consider and adopt the Annual Report and Audited statements of accounts of income and expenditure for the preceding financial year.
- c) To appoint auditors to audit accounts of the Association and fix their remuneration.
- d) To note the result of the elections of the members of the Managing Committee and of office bearers. (After every three years only).
- e) To transact any other business as may be on the Agenda of the Meeting with the permission of the President. The Annual General Meeting will not transact any business other than indicated on the Agenda in the Notice convening the meeting.

13. At least Fourteen Days before the Annual General Meeting a notice of such meeting accompanied by a copy of the Annual Report and of the Audited Statement of Accounts shall be sent to every member to his/its last known address. Non-receipt of such a notice by any member shall not invalidate the proceedings of such meetings.

14. SPECIAL GENERAL MEETINGS

- a) The Secretary under the instructions of the Managing Committee or the President shall call a Special General Meeting/ Extra-ordinary General Meeting of the Association on giving seven days notice in advance to all the members of the Association to that effect.
- b) A Special General Meetings/Extra-ordinary General Meeting of the Association shall be convened by the President on a requisition addressed to the President and signed by not less than 10 members of the Association and such meeting shall be called within 7 days and in any case not later than 60 days from the date of receipt of such requisition by the President.

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- c) A special General Meeting/Extra-ordinary General Meeting convened as aforesaid shall have the same powers as are provided to the usual Annual General Meeting.

15. QUORUM FOR GENERAL MEETING

At all General Meeting of the Association 20 or 1/4th of members of the Association whichever is less shall form a quorum. If at the expiration of thirty minutes from the time appointed for the meeting there is no quorum the meeting if convened on the requisition of the members shall be dissolved. In any other case it shall adjourned to such date, time and place as the members present may determine such adjourned meeting shall not require quorum. The members present whatever be their number shall have power to decide upon all items on the Agenda of the meeting from which adjournment took place. The adjourned meeting shall not consider and vote upon any matter, which is not on Agenda of the original meeting.

16. PROCEEDINGS OF MEETING

All propositions at any meeting of the Association shall be duly proposed and seconded and decided according to votes. The voting shall be either by poll, by ballot or by show of hands as may be decided by the President or by 5 members present at the meeting, who shall have power to demand poll on any resolution before it is disposed of.

17. MANAGING COMMITTEE

- a) The composition of the Managing Committee shall be as per Annexure I to the Rules and Regulations. Which includes the President, up to three Vice Presidents (One elected and up to two co-opted) Treasurer, Secretary, Jt. Secretary and nine members (Six elected & three co-opted) and the immediate Past President shall become the member of the Managing Committee automatically.

The office bearers elected and co-opted to the Managing Committee shall be in the office for the period of two years

However retiring members of the Managing Committee shall be eligible for reappointment or can be co-opted again.

Provided however that no member shall be eligible to be elected as President or Vice President for more than two successive terms of two years each. If any of the members of the Managing committee or office Bearers resigns from the office then post can be filled up by the Managing Committee by co-option.

If the Managing Committee i.e. including members and office Bearers of Managing Committee resign then the Extra Ordinary General Meeting of the Association shall be called and new Managing Committee will continue to hold the office.

- b) Filling of Vacancy: - In case any elected member or office Bearer of the Managing Committee resigns or otherwise ceases to be a member of the Managing Committee then such vacancy shall be filled up by fresh election co-option to such post within 3 months of acceptance of resignation or otherwise cessation of membership.
- c) In case any co-opted office Bearer or co-opted member of the Managing Committee resigns or otherwise ceases to be a member of the Managing Committee then the remaining members of the Managing Committee shall fill up the vacancy by fresh co-option from the ordinary members of the Association.
- d) In case all the office Bearers and Members of the Managing Committee including co-opted office Bearers resign as member or otherwise cease to be the office Bearers and members or in case member or members including office Bearers resign or cease to be the members of office Bearers exceeds fifty percentage of total strength of the Managing committee then in such case the Managing Committee shall be dissolved and there shall be fresh elections to be held within three months of the resignation of the Managing Committee members.

Procedure for election in all such cases shall be the same in case of normal election for the office Bearers and members of the Managing Committee.

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18. PROCESS OF ELECTION.

- a) The machinery for election of the Managing Committee for the ensuing two years however will be set in motion immediately after 1st Jan, of the Second financial year. President will appoint two Scrutinizers from the ordinary members of the Association who are not interested in election to scrutinize applications/nominations/the voting papers for election of office bearers and members of the Managing Committee. The Secretary of the Association shall send a circular to every member before 31st January and the last date for filling nominations shall be 15th February and last date for withdrawal of nominations shall be 28th February. The nominations should be in the prescribed form and should specifically indicate the post for which they are filed. The secretary will circulate the list of nominations by post to the members of the General Body and shall intimate the final date fixed for voting. The mode of voting is by secret ballot. The process of election shall be concluded before 15th March of the year in which election process started.

In case of Sunday or holiday on any date prescribed above, the next working day shall be the prescribed date for the relevant process.

- b) Scrutinizers: The President of the Association shall appoint two members from amongst the ordinary members of the Association as Scrutinizers for election of the Managing Committee.

The Scrutinizers shall be persons who are not interested in the election of Managing Committee including the post as Office Bearers.

The Scrutinizers shall scrutinize all papers for election of the Office Bearer and/ or the members of the Managing Committee.

The Scrutinizers shall conduct the actual voting which is to be done by secret ballot method and then after counting the votes they should declare the result of voting with complete details.

- c) The Managing Committee so elected may maximum co-opt upto 2 Vice Presidents and upto 3 members to serve on the Managing Committee.

Postponement of Elections: In case of urgent necessity or for the reasons which strictly demand for postponement of elections the decision for the postponement of elections shall be taken by the General Body in the proposal given by the Managing Committee. The Extra ordinary General Meeting of the Association shall be called for the purpose as per clause No. 14.

- d) Eligibility to contest the elections: The ordinary member eligible to contest for any post in the Managing Committee shall be eligible to contest for only one post in the Managing Committee.
- e) Eligibility to contest election for the post of President Vice President and Secretary: Any ordinary member desirous of contesting the elections for the post of President, Vice Presidents and Secretary of the Association it is necessary that he/she should have held the position in the Managing Committee whether as a ordinary member or otherwise for at least two full terms of the Managing Committee otherwise his/her nomination shall automatically stands rejected.
- f) Provisions for number of votes: Ordinary members of the association eligible for voting should exercise their right to vote completely i.e. ordinary members of the Association should give votes for all posts for which the election is conducted. In case any ordinary member fails for any reason to exercise the right to vote for all post for which the election is conducted or in any case any ordinary member exercise the right to vote for more than needed/allowed in such cases the ballot paper shall be rejected in full.
- g) Provision in case of tie of votes: In case of tie of votes for any post in the Managing Committee the result should be declared by draw of lots from amongst the persons getting equal votes for same position e.g. if for the position in the Managing Committee as a member four persons get equal votes and placed on fourth position on the basis of number of votes for member the fourth fifth and sixth member should be decided by draw of lots between the four persons getting equal votes on fourth position.
- h) The campaigning in the form of introductory letter and personal calls to the Association's members only shall be permitted and in no way any other form of campaigning for and on behalf of candidate shall be

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allowed. And if in case it is being found so by the Election Officer, then in that case, he will be disqualified for the post that he constituted in the election.

- i) If in any election, no nomination for any one or more posts is received then in such circumstances that particular post is to be filled up by the New / Newly elected Managing Committee by cooption as per Clause No 18 (j).
- j) The managing Committee so elected may co-opt maximum up to 3 members to serve on the Managing Committee.

The cooption as provided for in the rules and regulations shall be done in the first managing committee meeting held immediately after the new Managing Committee assumes the office.

The procedure for cooption shall be decided by the president of the Association.

19. FUNCTIONS OF THE MANAGING COMMITTEE:

Subject to the superintendence and control of the General body, the management and control of the Association shall be the function of the Managing Committee of the Association, which may exercise all such powers and do all such acts and things as the Association is by Statute or by its Memorandum of Association or by Rules and Regulations or otherwise Authorized to exercise and do.

In furtherance of and without prejudice to the general power and duties conferred in the last preceding Rule, the Managing Committee shall be entrusted with and may exercise the following powers and duties:-

- a) To appoint, relieve, retire and dismiss any officers and employees and to fix their wages or remuneration.
- b) To provide a Seal for the purpose of the Association and affix it to any deeds or other documents which shall be signed by two Member of the Managing Committee in whose presence the Seal is affixed.
- c) From time to time to make, alter and repeal Bylaws, not inconsistent with the Memorandum of Association or those Rules and Regulations as the Managing Committee may deem expedient or convenient for the proper conduct of the management and control of the Association.
- d) To write off in the accounts of the Association such sums as they may deem expedient in respect of bad and doubtful debts or otherwise.
- e) To purchase or otherwise acquire for the Association any property rights or privileges at such price in general on such terms and conditions as they shall think fit.
- f) To borrow or to raise money which may be required for the purpose of the Association upon bonds, debentures, bills of exchange, promissory notes or other obligations or securities of the Association or by the Mortgage Charge of and on the property of Association.
- g) At their discretion to pay for any property rights or privileges acquired by or service rendered to Association in cash.
- h) To secure the fulfillment of any contractor's arrangements entered into by the Association by mortgages or charges of all or any of the property of the Association or in such other manner as they may think fit.
- i) To appoint any person or persons whether incorporated or not, to accept and hold in trust for the Association any belonging to the Association or in which it is interested, or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust and to provide for the remuneration of Trustee or trustees.
- j) To invest and deal with money of the Association not immediately required for the purposes thereof upon such securities and such manner as they may think fit and from time to time to vary and realize such investments.

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- k) To enter into all such negotiations and contracts and vary things in the name and on behalf of the Association as they may consider expedient for and in relation to any of the matters aforesaid or otherwise for the purposes of the Association.
- l) To determine who shall be entitled to sign on behalf of the Association bills, notes, receipts, acceptances, endorsements, cheques, releases, contract and documents.
- m) At any time and from time to time by power of Attorney under the Seal to appoint any person to be the Attorney of Association for such purposes and with such powers, authorities and discretions not exceeding those vested in or exercisable by the Managing Committee under these presents and for such period and subject to such conditions as the Managing Committee may from time to time think fit and to authorize any such attorney to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him.
- n) To appoint, select, nominate, co-opt. any person or persons, as advisor/s, consultant/s whether in technical field or otherwise, to give advice consultation to the Managing Committee as and when required by the Managing Committee and fix the fees, charges, for the advisors/and/or consultants as the case may be or to become member of any Federation Council or Association in the interest of fulfillment of objectives of the Association..
- o) To acquire, receive and accept donations, contributions subscriptions in any form from Govt., Semi Govt., and/or other local authority.
- p) To accept from Central and /or State Govt. Semi Govt., authorities and local authorities, world bodies and / other organization grants and/or other aid or assistance in any manner for achieving the objects of the Association or any of them, on such terms and conditions as may be determined.
- q) To negotiate enter into vary rescind, alter cancel contracts for and on behalf of the Association for the general benefit of the Association and in particular for the advancement of the objects of the Association.
- r) To engage services of Lawyers, bankers or brokers, contractors and/or other experts technical or otherwise on such terms and condition as the Managing Committee thinks fit and proper. To aid & advise the Trustees regarding the best mode of investment and /or mode of expenditure of corpus and/or income form corpus.
- s) To constitute, appoint, nominate any sub committee for any purpose as may be decided by the 'Managing Committee' and to delegate such rights and authorities to such sub committee as may be decided by the Managing Committee from time to time.

20. MEETINGS OF THE MANAGING COMMITTEE:

- a) Five members present shall form a quorum for a meeting of the Managing Committee. If there is no quorum present within 15 minutes, at such adjourned meetings, will be adjourned for half an hour, the member present shall form Quorum and shall have power to decide the items of Agenda.
- b) The Managing Committee shall meet normally every month but not less than once in every three months.
- c) The President shall preside at all the meetings of the Managing Committee. In the absence of the President at any meeting. Vice President or in his absence one of the members present at the meeting shall be elected to preside over the meeting by the members present.
- d) The Managing Committee shall be empowered to appoint sub committee/s for any special purpose/s within the limit of and enumerated the objects of the Association and such sub-committee/s shall have power to co-opt as members persons like qualified architects, lawyers, Chartered Account and others as the sub-committee may deem fit even if they are not members of the Association.

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- e) The Managing Committee shall have the power to raise and collect and spend such sums for any activity or function of the Association the Committee may think fit or proper having regard to the activities of the Association within the limit of and as enumerated in the objects of the Association. But in no case such expenses shall exceed at a time 25 per cent of the total yearly subscription of the Association. If the expenses are likely to exceed the said limit of 25 per cent of the total yearly subscriptions sanction of the General body will be essential as a condition precedent.
- f) The Managing Committee shall have the power to print, publish, issue and circulate periodicals, journals, papers, books, circulars, and literature of the Association and to provide or spend such sums as may be necessary for the same.
- G) If any member of the Managing Committee absents himself from three consecutive meetings of the Managing Committee without the permission of the President, the Managing Committee will remove such a member from the membership of the Managing Committee at its discretion.

21. ELECTION OF OFFICE BEARERS OF THE ASSOCIATION:

The Managing Committee of the Association i.e. members and office Bearers shall be elected for every two years/term by the member in the General Body meeting of the Association in the manner indicated in the organization chart annexed (Annexure-I) the Managing Committee then may Co-opt. Maximum up to three persons as members and two persons as Vice Presidents from amongst the persons related to the trade, industry profession of construction like RCC consultants, architects, designs engineers etc.

22. QUALIFICATION OF THE OFFICE BEARERS:

- a) Persons should be engaged in actual trade or profession as a builder.
- b) Should not hold any office in any other body having similar objects as those of the Association. In case he is holding any such office, he will relinquish the same on his election within 30 days.
- c) should be of the age of 21 years and above.

23. MEETINGS:

- a) The President and the Secretary shall be ex-officio members of all sub-committees.
- b) At any meeting of the Association such as General Body, or the Managing Committee or any sub-committee the President or the Chairman of the meeting as the case may be shall have second or casting vote in case of equality of votes.
- c) The Secretary and/or the Treasurer shall have the custody of all records and other property of the Association.
- d) Secretary shall issue notice of all the meetings of the Association and of the General Body and of Managing Committee and of sub-committee and shall keep a record of the proceedings of all meetings of the Association and attend to all Correspondence under the supervision of the Managing Committee.
- e) The Treasurer shall arrange to raise bills for entrance fee, membership fee etc. and shall collect or cause to be collected such fees and if necessary send reminders to members and keep an account thereof and prepare half yearly and Annual statements of accounts consisting of receipts and payments and Balance Sheet and submit such other statements required by the Managing Committee governing council.

24. QUALIFICATION FOR MEMBERS OF THE MANAGING COMMITTEE.

- a) No person shall be eligible to be a member of the Managing Committee unless he or the Company, firm or Association, which he represents, shall have paid all subscriptions and other dues on any account to the Association.
- b) Any member fulfilling requisites, hereinabove mentioned will be entitled to contest any election. Where a firm, Company or Association is a member it shall have only one vote which shall be exercised by its

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duly authorized representative who shall be either partner, Proprietor, Director or principal officer of such firm, Company or Association. In case of any dispute as to who is the duly authorized representative of any firm Company or Association, the decision of the President or the Chairman of the meeting in that behalf shall be final and binding.

- c) (i) Prior to holding of election of any kind, either of the General body, or of the Managing Committee, the President shall appoint not less than two persons other than those directly interested in the election as scrutinizers.

The scrutinizers so appointed shall reject such of the voting papers as are not valid and count the valid votes and draw up their report and submit the same to the President.

- (ii) In the event of tie, occurring between two or more candidates by their securing an equal number of votes, lot will be drawn up by the scrutinizers and report to the President to declare the successful candidate.
- d) Secretary or in his absence any other person nominated by the Managing Committee shall act as the Returning Officer for the purpose of all elections under the Association.

25. MINUTES OF MEETINGS :

- a) The Minutes of the proceedings of the meeting of General body, the Managing Committee shall be recorded in separate books and shall be made available by the persons or persons in charge of such books to any member of the Association if so needed after giving at least three days notice in writing to the Secretary of his intention to inspect the same.

26. AUDIT :

The Accounts of the Association shall be audited by the auditor on remuneration as may be decided by the General Body in their meeting.

27. FUNDS :

The funds of the Association shall consist of

- (a) Reserve Fund (b) General Fund.

a) Reserve Fund

This fund shall consist of the accumulations of entrance fees/one time donation which shall be invested in promissory notes, debentures, stock and other securities of any state government and /or Fixed Deposit with the State Bank of India or any nationalized or approved co-operative Bank/s or HDFC/UTI or any other organization approved by Charity Commissioner and/or Income Tax Act. operating in India and /or invest the fund in the purchase of immovable property with the approval of the General Body of the Association. However the investment of reserve shall be done exclusively by the Board of Trustees of the Association provided always that the Board of Trustees shall take into consideration the aid and advice given by the Managing Committee regarding investment.

- II. The current account shall be opened in the name of the Association with any of the nationalized Bank/s Co-Operative Banks/s to be approved by the Managing Committee and to be operated by any two member of the Managing Committee as provided hereinafter only the subscriptions received from the member of the Association shall be deposited in this Account and shall be used to meet day to day expenditure of Association. When the credit of this account exceeds the limit of Rs.10000/- then such amount over Rs.10000 shall be invested in the manner provided hereinabove in these rule and regulations.

- III. Current Account shall be operated by Office Bearers or such number of members of the Managing Committee as may be decided by Managing Committee from time to time.

However investment/re-investment of money from such current account shall be made by the Managing Committee only. Managing Committee or also whenever it is necessary take loan against investment made out of funds of current Account.

Specimen of CREDAI Pune Metro Annexure : 6

IV. Fund and property of the Association:

The Reserve Fund and all immovable properties of the Association shall vest in five members elected by the Association in the manner hereinafter provided known as trustees. All immovable properties shall be vested in the

Trustees of the Association and in all proceedings civil and criminal such properties may be described the properties of Promoters & Builders Association of Pune.

- b) All properties, movable and immovable shall be vested in the Trustees of the Association and in all proceedings civil and criminal such properties may be described as the properties of the Trustees of the Promoters' & Builder's Association of Pune and the provisions of Indian Trust Act, 1892 ipso facto shall apply in all such proceedings for and against the Association and the Trustees are subject to all responsibilities, rights and liabilities contained in the relevant provisions of the said Act, so far as their applicability to the Association is concerned.
- c) The President, the Vice President, the Immediate Past President, the Hon. Secretary, the Treasurer shall be the ex-officio members of Board of Trustees of the Association.
- d) That in the event of any Trustee or Trustees dying, resigning or ceasing to be a member of the Association for any reason whatsoever or going to reside abroad for a period of one year or more, becoming of unsound mind or being adjudicated an insolvent or is guilty of an offense involving moral turpitude, such Trustee or Trustees shall cease to be a Trustee and such vacancy or vacancies shall be filled up by the member of the Association by electing another Trustee or Trustees at a special or General Meeting of the Association by nomination as aforesaid and till then the continuing Trustee or Trustees shall be entitled to act as Trustee or Trustees; provided however the minimum number or Trustees shall be at no time be less than three.
- e) That any Two Trustees shall be entitled to operate upon the account comprising the Reserve Fund and / or to receive interest on securities and other income and shall have power to buy, sell or endorse Government Securities, or any other Security cheque or such other negotiable instruments, interest voucher, receipts and other papers, documents, conveyance, etc. pertaining to any movable and/or immovable properties of the Association subject to the provision that no part of the Reserve Fund shall be withdrawn or in any way dealt with by the Trustees unless authorized by the General Body
- f) The Trustees shall be entitled to invest/reinvest, change investment of corpus of the Association and / or income from the corpus, in any of the approved securities as they may deem fit after consultation with and advise from the Managing Committee of the Association.
- g) The Trustees shall be entitled to invest/reinvest, change investment of corpus of the Association and/or income from the corpus, in any of the approved securities as they may deem fit after consultation with and advise from the Managing Committee of the Association.
- h) The Trustees shall be at liberty to spend or use the income from corpus or its part or corpus or its part for any other charitable objects as may be approved and accepted by the General Body and which are in conjunction with the objects of the Association or the objects which are of charitable nature according to the Bombay Public Trust Act, 1950.

28. SOURCES OF FUND OF THE ASSOCIATION:

The Funds of the Association may be raised by:-

- a) Loans (with or without interest).
- b) Deposits.
- c) Donations.
- d) Subsidies.
- e) Grants.
- f) Membership subscription.
- g) Contributions.
- h) Advertisement collections.
- i) Souvenirs collections.
- j) Collections on any programs of the Association or on sponsorship.

Specimen of CREDAI Pune Metro Annexure : 6

Deposits and loans may be received from members and non-members such as Banks, Association, Central or State Governments, Local bodies, Corporations and from such other agencies and individuals at any time for such period and at such rate of interest and unto such an amount as may be determined by the General Council / body from time to time.

29. IMMOVABLE PROPERTY :

Immovable property: - All assets comprising immovable property at the Association, if any, shall vest in the Trustees of the Promoters and Builders' Association of Pune provided, however that the Trustee or Trustees shall have no power whatsoever to sell, alienate, transfer, pledge, mortgage, charge or dispose or deal with all or any of the immovable property or properties, save and except with specific sanction by a resolution of the General Body.

30. APPLICATION: TRADE UNION ACT :

In the absence of any specific provision in this Constitution of the Association for any matter whatsoever, the relevant provisions contained in Trade Union Act, 1926 to that effect shall apply to the extent that they are not inconsistent with the Constitution of the Association.

31. AMENDMENT OF THE CONSTITUTION :

The Constitution including the Rules and Regulations of the Association may be amended by passing a resolution by 2/3rd majority of member present in the special General Meeting or General Meeting of the Association duly convened for the purpose.

32. CESSATION OF THE ASSOCIATION:

If in the opinion of the General body and the Managing Committee of any time, it may be found essential or necessary to close the Association, a special General Meeting of the Association shall be convened by the General body for the purpose. No action shall be taken in this meeting on this subject unless three-fourths of the total members of the Association are present and vote for the Resolution. In the same meeting or at any subsequent adjourned meeting, the necessary resolution shall be passed on the disposal of the assets and liabilities of the Association in such manner as may be decided upon by majority.

For any reason whatsoever if the activities of the Association come to a stand still or is to be wound up, the General Body or the Managing Committee as the case may be may recommend by a Resolution to the General Body, which in its turn in a meeting specially convened for the purpose resolve by not less than three-fourth majority of the total membership to dissolve the Association by giving 30 days written notice of the meeting in advance to all the members concerned with specific instructions of the purpose therefore.

On dissolution of the Association if after satisfaction of all its debts and liabilities there remains any property or properties (Movable and immovable) whatsoever not impressed with any Trust or Trust agreed between the Association and the donor or donors, the same shall not be paid or distributed amongst the members of the Association or any of them, but shall be given to some similar Association or institution working for the same or similar objects as those of the Association to be determined by the special meeting of the General Body by votes not less than 2/3rd of the members present at the meeting or in default thereof by the Principal Court of Original Jurisdiction of the District or the Presidency in which the register office of the Association situates.

33. WORKING HOURS :

Office of the Association shall remain open on all working days during business hours except on Sundays and on Public Holidays, provided however that the President shall have the right to keep the office open for special functions or for meetings even on Sundays and Holidays.

34. ACCOUNTING YEAR :

The Accounting Year of the Association shall be the year ending 31st March each year. At the end of the accounting year, statement of accounts shall be prepared and shall be duly audited by a qualified Chartered Accountant.

Specimen of CREDAI Pune Metro Annexure : 6

35. ADDITIONS AND ALTERATIONS :

The Managing Committee is hereby authorized to amend, alter, add to, or delete any of the provisions as per Section 12 and 12-A of the Societies Registration Act 1860 contained in the Rules and Regulations by passing a resolution and the said amendment shall be effective from the date of passing the said resolution. In case of any amendment to the Memorandum of Association, the same shall be effective by passing a resolution in the Annual General Meeting convened for that purpose.

36. POWER TO REMOVE DIFFICULTY, DOUBT AND/ OR INCONSISTENCY AND / OR OMISSION IN RULES & REGULATIONS OF THE ASSOCIATION :

If any difficulty or any doubt arises in giving effect to Rule and/or Regulation or if there is any omission in the Rules and Regulations to meet or resolvency situation, the Managing Committee is hereby empowered and authorized to resolve such difficulty and/or doubt and/or conflict and/or inconsistency and/or supplement such omission and the decision of the Managing Committee on the issue shall be binding on the Association and will not be liable to be questioned by the Association or any member of the Association.

Note : The above specimen is as per CREDAI-Pune Metro MoA. You can refer the same and as per local conditions modify the same suitably for adoption

Form of application for allotment of Tax Deduction and Collection Account Number
under Section 203A of the Income Tax Act, 1961

Assessing Officer (TDS / TCS)

Name of Firm / Association of Persons / Association of Persons (Trusts) / Body of Individuals / Artificial Juridical Person:

Name/Location of branch

2 Address

Flat / Door / Block No.

Name of Premises / Building / Village

Road / Street / Lane / Post Office

Area / Locality / Taluka / Sub-Division

Town / City / District

State / Union Territory

PIN code

Telephone No. _____

e-mail IDs a)

b)

3 Nationality of Deductor (Tick the appropriate entry)

Indian

Foreign

4 Permanent Account Number (PAN) - (specify wherever applicable)

5 Existing Tax Deduction Account Number (if any)

6 Existing Tax Collection Account Number (if any)

7 Date (DD-MM-YYYY)

Signed (Applicant)

Verification

*I/We,..... in my/our capacity as.....do hereby declare that what is stated above is true to the best of my/our knowledge and belief.

Verified today the

--	--

 -

--	--

 -

--	--	--	--

d d m m y y y y

at

(Signature/Left Thumb Impression of Applicant)

Notes :

- 1 This column is applicable only if a single TAN is applied for the whole company. If separate TANs are applied for different divisions/branches, please fill details in (d).
2 For branch of Individual business/Hindu Undivided Family, please fill details in (f).
3 For branch of firm/Association Of Persons/Association Of Persons (Trust) / Body Of Individuals/Artificial Juridical Person, please fill details in (h).
4 * Delete whichever is inapplicable.

Application for TAN Annexure : 8

Form No. 49A									
Application for Allotment of Permanent Account Number [In the case of Indian Citizens/Indian Companies/Entities incorporated in India/ Unincorporated entities formed in India]									
Under section 139A of the Income Tax Act, 1961									
To avoid mistake (s), please follow the accompanying instructions and examples before filling up the form									
<p>Only 'Individuals' to affix recent photograph (3.5 cm x 2.5 cm)</p>	<p>Only 'Individuals' to affix recent photograph (3.5 cm x 2.5 cm)</p>								
<p>Sign/Write/Thumb impression across the photo</p>	<p>Sign/Write/Thumb impression</p>								
<p>Assessing officer (AO code)</p> <table border="1" style="margin: auto;"> <tr> <th>Area code</th> <th>AO type</th> <th>Range code</th> <th>AO No.</th> </tr> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </table>		Area code	AO type	Range code	AO No.				
Area code	AO type	Range code	AO No.						
<p>Sir,</p> <p>/We hereby request that a permanent account number be allotted to me/us.</p> <p>/We give below necessary particulars:</p>									
<p>1 Full Name (Full expanded name to be mentioned as appearing in proof of identity/address documents; initials are not permitted)</p> <p>Please select title, <input checked="" type="checkbox"/> as applicable <input type="checkbox"/> Shri <input type="checkbox"/> Smt. <input type="checkbox"/> Kumari <input type="checkbox"/> M/s</p> <p>Last Name / Surname</p> <p>First Name</p> <p>Middle Name</p>									
<p>2 Abbreviation of the above name, as you would like it, to be printed on the PAN card</p>									
<p>3 Have you ever been known by any other name? <input type="checkbox"/> Yes <input type="checkbox"/> No (Please tick as applicable)</p> <p>If yes, please give that other name</p> <p>Please select title, <input checked="" type="checkbox"/> as applicable <input type="checkbox"/> Shri <input type="checkbox"/> Smt. <input type="checkbox"/> Kumari <input type="checkbox"/> M/s</p> <p>Last Name / Surname</p> <p>First Name</p> <p>Middle Name</p>									
<p>4 Gender (for individual applicants only) <input type="checkbox"/> Male <input type="checkbox"/> Female (Please tick as applicable)</p>									
<p>5 Date of Birth/Incorporation/Agreement/Partnership or Trust Deed/ Formation of Body of Individuals or Association of Persons</p> <p>Day Month Year</p>									
<p>6 Father's Name (Only 'Individual' applicants: Even married women should fill in father's name only)</p> <p>Last Name / Surname</p> <p>First Name</p> <p>Middle Name</p>									
<p>7 Address</p> <p>Residence Address</p> <p>Flat/Room/Door / Block No.</p> <p>Name of Premises/ Building/ Village</p> <p>Road/Street/ Lane/Post Office</p> <p>Area / Locality / Taluka/ Sub-Division</p> <p>Town / City / District</p> <p>State / Union Territory</p> <p>Pincode / Zip code</p> <p>Country Name</p> <p>Office Address</p> <p>Name of office</p> <p>Flat/Room/Door / Block No.</p> <p>Name of Premises/ Building/ Village</p> <p>Road/Street/ Lane/Post Office</p> <p>Area / Locality / Taluka/ Sub-Division</p> <p>Town / City / District</p>									

Application for TAN Annexure : 8

State / Union Territory		Pincode / Zip code		Country Name	
8 Address for Communication		Residence		Office <small>(Please tick as applicable)</small>	
9 Telephone Number & Email ID details					
Country code		Area/STD Code		Telephone / Mobile number	
Email ID					
10 Status of applicant					
Please select status, <input checked="" type="checkbox"/> as applicable					
<input type="checkbox"/> Individual	<input type="checkbox"/> Hindu undivided family	<input type="checkbox"/> Company	<input type="checkbox"/> Partnership Firm	<input type="checkbox"/> Government	
<input type="checkbox"/> Trusts	<input type="checkbox"/> Body of Individuals	<input type="checkbox"/> Local Authority	<input type="checkbox"/> Artificial Juridical Persons	<input type="checkbox"/> Association of Persons	
				<input type="checkbox"/> Limited Liability Partnership	
11 Registration Number (for company, firms, LLPs, etc.)					
12 In case of a citizen of India, then					
Please mention your AADHAAR number (if allotted)					
13 Source of Income					
Please select status, <input checked="" type="checkbox"/> as applicable					
<input type="checkbox"/> Salary				<input type="checkbox"/> Capital Gains	
<input type="checkbox"/> Income from Business / Profession	Business/Profession code			<input type="checkbox"/> Income from Other sources	
<input type="checkbox"/> Income from House property				<input type="checkbox"/> No Income	
14 Representative Assessee (RA)					
Full name, address of the Representative Assessee, who is assessable under the Income Tax Act in respect of the person, whose particulars have been given in the column 1-13.					
Full Name (Full expanded names initials are not permitted)					
Please select title, <input checked="" type="checkbox"/> as applicable <input type="checkbox"/> Shri <input type="checkbox"/> Smt. <input type="checkbox"/> Kumari <input type="checkbox"/> M/s					
Last Name / Surname					
First Name					
Middle Name					
Address					
Flat/Acony/ Door / Block No.					
Name of Premises/ Building/ Village					
Road/Street/ Lane/Post Office					
Area / Locality / Taluka/ Sub- Division					
Town / City / District					
State / Union Territory		Pincode			
15 Documents submitted as Proof of Identity(POI) and Proof of Address (POA)					
I/We have enclosed _____ as proof of identity and _____ as proof of address.					
(Please refer to the Instructions (as specified in Rule 114 of I.T. Rules, 1962) for list of mandatory certified documents to be submitted as applicable)					
16 I/We _____, the applicant, in the capacity of _____					
do hereby declare that what is stated above is true to the best of my/our information and belief.					
Place					
Date		<div style="border: 1px solid black; padding: 5px; width: fit-content;"> <div style="display: flex; justify-content: space-between;"> DDMMYYYY </div> <div style="border: 1px solid black; padding: 2px;"> Signature / Left Thumb impression of Applicant (inside the box) </div> </div>			

[Application form for registration under Section 69 of the Finance Act, 1994 (32 of 1994)]

☐ **New Registration**

☐ **Amendments to information declared by the existing Registrant.**

1. (a) Name of applicant

[illegible]

(b) Address of the applicant

[illegible]

2. Details of Permanent Account Number (PAN) of the applicant

(a) Whether PAN has been issued by the Income Tax Department

--	--

Yes No

(b) If Yes, the PAN

[illegible]

(c) Name of the applicant (as appearing in PAN)

[illegible]

3. (a) Constitution of applicant (Tick as applicable)

(i) Proprietorship

(ii) Partnership

(iii) **Registered Public Limited Company**

11

Application for Service Tax Registration

Annexure : 9

(iv) Registered Private Limited Company



(v) Registered Trust



(vi) Society/Cooperative society

(vii) Others



(b) Name, Address and Phone Number of Proprietor/Partner/Director

(i) Name

[illegible]

(ii) Address

[illegible]

(iii) Phone Number

[illegible]

4. Category of Registrant (*Please tick appropriate box*)

(a) Person liable to pay service tax

(i) Service provider

☐

(ii) Service recipient

☐

(b) Other person/class of persons

1

(i) Input service distributor

7

(ii) Any provider of taxable service whose aggregate value of taxable service in a financial year exceeds {nine lakh rupees} *

5. (a) Nature of Registration *(Tick as applicable)*

(i) Registration of a single premise

7

(ii) Centralized Registration for more than one premises

1

(b) Address of Premises for which Registration is sought

(i) Name of Premises / Building

[illegible]

[illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible][illegible]

(d) In case of application for Input Service Distributor, furnish address of all the premises to which credit of input services is distributed or intended to be distributed (FORMAT AS PER 5(b) ABOVE)

Address

[illegible]

Application for Service Tax Registration Annexure : 9

7. Description of taxable services provided or to be provided by applicant

S.No.	Description of service	Relevant clause of section 65 of the Finance Act, 1994, to be indicated, if possible
(1)	(2)	(3)

8. Name, Designation and Address of the **Authorized Signatory /Signatories:**

DECLARATION

I, _____ hereby declare that the information given in this application form is true, correct and complete in every respect and that I am authorized to sign on behalf of the Registrant.

(a) For new Registration:

I would like to receive the Registration Certificate by mail / by hand/ E-MAIL

(b) For amendments to information pertaining to existing Registrant:

Date from which amendments are made: _____

(Self certified photocopy of Registration certificate is required to be enclosed **) (Original existing Registration Certificate is required to be enclosed)

Date: _____ (Signature of the applicant/authorized person with stamp)

Place: _____

ACKNOWLEDGEMENT

(To be given in the event Registration Certificate is not issued at the time of receipt of application for Registration)

I hereby acknowledge the receipt of your Application Form

(a) For new Registration

(As desired, the New Registration Certificate will be sent by E-MAIL/ mail/handed over to you in person on _____)

(b) For amendments to information in existing Registration

(* * * * *) \$

Signature of the Officer of Central Excise
(with Name & Official Seal)

Date: _____

* Substituted w.e.f.1.4.2008 for 'Seven lakhs rupees' by Notification No.11/08 ST dated 1.3.2008

** Substituted by Notification No.1/2007 ST dated 1.3.2007.

\$ Omitted by Notfn No/2007 ST dated 1.3.2007.

Specimen of Membership Application to the City Association Annexure : 10

APPLICATION FOR MEMBERSHIP OF CREDAI-

Date :

Form No.:

To,
The Managing Committee,
CREDAI-

Subject : Request for Membership of CREDAI-

Dear Sirs,

I/We hereby apply for Membership of CREDAI-

The category of membership applied for, the details of remittance of entrance fees, membership fees and eligibility alongwith the profile of the organization are given as required-

- Entrance & Membership fees for the period from April 200____ to March 200____ are :

Please tick the category of membership applied for -

CATEGORY	ENTRANCE FEE	YEARLY SUBSCRIPTION	OTHER FUNDS	TOTAL
<input type="checkbox"/> Ordinary Member	Rs. _____	Rs.. _____		Rs. _____
<input type="checkbox"/> Associate Member		Rs. _____		Rs. _____
<input type="checkbox"/> Others				Rs. _____

(Total Remittance of Rupees _____)

Payment by cheque drawn in favour of CREDAI on account of _____

_____ Bank. Cheque no. _____ Date _____

Specimen of Membership Application to the City Association

Annexure : 10

- Organization Profile in the required format - *Please refer to page 3*

- List of additional documents if any -

- _____
- _____
- _____
- _____
- _____

I / We and my / our sister concern / s, where one of us is Director or Partner, agree to abide by :

1. The Rules & Regulations of the Association including the Code of Conduct & Code of Practice,
2. The decisions of the Managing Committee and of the General Body of the Association.

I / We am / are aware that my / our application for membership will be scrutinized by the Managing Committee and will be considered for Membership as per the Rules and Regulations of the Association.

I / We shall not have any grievance in case membership is not granted to me / us by the Managing Committee.

I / We request the Managing Committee to consider my / our application and grant me / us membership of the Association.

Thanking you.

Yours faithfully,

Signature of the Applicant

Seal/Stamp of the Company/Firm

Name :

Designation :

Name of Company / Firm

Date :

PUNE

Specimen of Membership Application to the City Association Annexure : 10

ORGANIZATION PROFILE OF THE APPLICANT SEEKING MEMBERSHIP

■ Name of the firm : _____

■ Business Type : _____

■ Office Address (H.O) : _____

■ Contact no.: _____ Fax : _____

■ Web site : _____

■ E mail ID : _____

■ Branch Office address : _____

■ Tel. : _____ Fax : _____

■ E mail ID : _____

■ **Personal Information of Proprietor / Partners / Directors**
(Tick whichever is applicable)

(1) Name : _____

Residence Address : _____

Tel. : _____ Fax : _____

Mobile : _____

Personal e mail ID : _____

Birthdate : _____

Wedding Anniversary : _____

Educational Background : _____

Family Background : _____

Blood group : _____

Passport size photograph

Specimen of Membership Application to the City Association Annexure : 10

Organization Profile

(2) Name : _____

Residence Address : _____

Tel. : _____ Fax : _____

Mobile : _____

Personal e mail ID : _____

Birthdate : _____

Wedding Anniversary : _____

Educational Background : _____

Family Background : _____

Blood group : _____



Passport size photograph

(3) Name : _____

Residence Address : _____

Tel. : _____ Fax : _____

Mobile : _____

Personal e mail ID : _____

Birthdate : _____

Wedding Anniversary : _____

Educational Background : _____

Family Background : _____

Blood group : _____



Passport size photograph

* Name of person representing the organisation other than Proprietor / Partners / Directors : _____

Residence Address : _____

Mobile no.: _____

Personal e mail ID : _____

Birthdate : _____

Wedding Anniversary : _____

Educational Background : _____

Family Background : _____

Blood group : _____



Passport size photograph

Specimen of Membership Application to the City Association Annexure : 10

Organization Profile

- Date & Year of Commencement of Business : _____
- No. of schemes completed - Attach Completion Certificate

Sr. No.	Name of Scheme	Location	No. Of flats	Construction commenced on	Construction Completed on	Ammenities/Facilities Provided

- Details of the tenaments under construction where commencement certificate has been obtained
Attach copy of Commencement Certificate / s and / or Collector's N.A.order / s as applicable.

Sr. No.	Name of Scheme	Location	No. Of flats	Construction commenced on	Completion date	Ammenities/Facilities Provided

- Details about business other than this; in which the Proprietors / Partners or Directors are engaged, if any :

- Any other information applicant may wish to give : _____

Specimen of Membership Application to the City Association Annexure : 10

- Reference of Members of PBAP : *Membership list is available on www.pbap.org*

Sr. No.	Name of Organisation	Name of person representing	Tel. No. Office	Known for years
1				
2				
3				

Date :

Signature of Applicant No.1 _____

PLACE

Name of the Signatory _____

Signature of Applicant No.2 _____

Name of the Signatory _____

Signature of Applicant No.3 _____

Seal of Organization

Name of the Signatory _____

D E C L A R A T I O N

I / We hereby declare that the information given above by me/us is true and correct.

I/We am/are aware that if any of the information given by me/us is found to be false, incorrect or misleading, the Association has the right to terminate / cancel my/our membership and I/we accept the same.

I / We also accept that all communications of the Association will be sent to the address given by me / us above and it will be my/ our responsibility to inform the Association of any change of address from time to time. I/ We shall not hold the Association responsible for non - receipt of any communication sent to the given address.

Signature of Applicant No.1 _____ Name of the Signatory _____

Signature of Applicant No.2 _____ Name of the Signatory _____

Signature of Applicant No.3 _____ Name of the Signatory _____

PLACE

Date :

Specimen of Membership Application to the City Association Annexure : 10

- NOTE : ■ PROPOSER & SECONDER SHOULD BE OTHER THAN MANAGING COMMITTEE MEMBERS OF THE ASSOCIATION
- THE PROPOSER & SECONDER SHOULD HAVE PAID ALL THE DUES OF THE ASSOCIATION

PROPOSER

Date:

Name of Member _____

PUNE

Name of Proposer _____

Mobile No. _____

Seal of Organization

Signature of Proposer _____

SECONDER

Date:

Name of Member _____

PUNE

Name of Seconder _____

Mobile No. _____

Seal of Organization

Signature of Seconder _____

ACKNOWLEDGEMENT

Received from M/S. _____ Membership Application Form No. _____

with cheque for Rs. _____, No. _____ Dtd. _____

Bank _____

For CREDAI

Specimen of Membership Application to the City Association Annexure : 10

FOR OFFICE USE ONLY

■ Name of the Applicant _____

■ Remarks of the SECRETARY

1) Verified the particulars

2) Remittance received by Cheque no. _____ Dtd.: _____

Entrance fees _____ Rs.

Membership for the period from April 200 _____ to March 200 _____ Rs.

Ordinary Member _____ Rs.

Associate Member _____ Rs.

Other amounts _____ Rs.

Total Remittance _____ Rs.

■ Applicant

☐ Recommended for Membership

☐ Not Recommended for Membership & application with enclosures presented to the Managing Committee.

Date : _____ **Chairman, Membership Committee**

Hon.Secretary

Remarks of the PRESIDENT, MANAGING COMMITTEE.

1. The application was considered by the Managing Committee during the Meeting held on _____

2. The Managing Committee has decided

☐ To offer Membership

☐ Not to offer Membership

To the applicant Vide Resolution no. _____

Date :

President

CREDAI
PUNE METRO

CREDAI-PUNE METRO/12-13/

CERTIFICATE OF MEMBERSHIP

This is to certify that

_____ **is Member of this Association.**

Awarded under the Authority of the Association

this _____ day of _____

VALIDITY :

PRESIDENT

HON. SECRETARY

Specimen of Code of Conduct by CREDAI National Annexure : 12

BE IT KNOWN THAT WE, M/S. THE MEMBER OF CREDAI hereby resolve to be governed and bound always and at all times, by the CODE OF CONDUCT set out formulated by CREDAI as below:

CREDAI Code of Conduct

CREDAI National has formulated this Code of Conduct to govern the business activities of its members across the country by keeping in mind the requirement of providing confidence and comfort to their purchasers. This Code is subject to minor amendments by city units depending on the local conditions and requirements. The word 'UNIT' mentioned in this code would mean and include Flat / Villa / Row House or any other type of residential space and also office / retail or any other type of commercial space.

1. Applicability

This code applies to all the members of the Association. The provisions of this code shall be applicable for projects launched after 10th September, 2011. It is provided that no provision of this code shall apply on the bookings concluded on projects launched prior to 10th September, 2011.

2. Title Certificate:

There shall be a true disclosure of the property under development in the "Title Certificate". A copy of the Title Certificate from a solicitor / Advocate shall be provided alongwith the Agreement to sell.

3. Inspection Of Sanctions:

Approved sanction plans shall be made available for perusal of the purchaser at the time of signing the Agreement. In case the purchaser requires a copy of the same and also the copies of the title documents, the same would be provided on actual charges.

4. Booking:

Normally the booking of units shall be commenced only after obtaining sanction of plans from the competent authorities. If booking is made before obtaining sanction of plans, the purchaser shall be made aware of this fact at the time of the booking and in addition a true disclosure of the same shall be incorporated in the Agreement.

5. Agreement to Sell :

Agreement to sell will be entered into immediately on receipt of full booking amount/earnest Money.

6. Components of Consideration:

The Agreement shall clearly mention all the components of the sale consideration including variation in rate, if any, applicable towards garden / ground space or terrace allotted for private use. The Developer shall also mention all the other future estimated recoverables such as;

- i) Proportionate share of deposits, costs etc for obtaining connections from electricity board, water authority, permission for road cutting or access from road authorities etc and also proportionate share of amounts paid to the sanctioning authority by way of development charges, scrutiny fee etc on the basis of sq.ft/sq.mts of SBA/Saleable area or on unit basis. If the exact share is not available at the time of signing the Agreement to Sell, an approximate estimate shall be provided.

Specimen of Code of Conduct by CREDAI National Annexure : 12

- ii) Stamp duty, registration fee, expenses or any other levies for registration of sale deeds.
- iii) Service tax/ Vat, Sales Tax on works contract, or any other taxes or levies from time to time, if applicable.
- iv) Advocate's fee for registration / documentation charges.
- v) Cost, expenses, fee etc for formation of Society/Association of Apartment Owners/Body Corporate as the case may be and for registration of Deed of Declaration etc.
- vi) Maintenance deposit / charges or one time maintenance deposit / charge, as decided by the Developer
- vii) Any other taxes, levies and charges payable to the Statutory Authority.
- viii) Any charges or deposits incurred for labour welfare or environmental clearances, pollution control boards etc. as may be statutorily required including any new charges levied by the statutory authorities during the period between booking and completion.

Note : The Developer is not entitled to collect charges and /or costs which are not mentioned in the Agreement.

7. Payments of instalments:

Payment receivable under the Agreement to sell shall be scheduled according to the progress of the work

8. Escalation:

There will not be any escalation in price/consideration once the Agreement to sell is executed except as necessitated on account of levy of additional taxes, levies etc, court orders or in terms of the relevant Acts or under force majeure conditions. However, if there is a specific understanding between the Developer and Purchaser which is spelt out in the Agreement, escalation may be made applicable as per terms of the Agreement

9. Built Up Area, Carpet Area and Super Built Area :

a) Built Up Area :

Built up Area, as per CREDAI definition, shall mean the total Poly Line (P. Line) area measured on the outer line of the unit including balconies and/or terraces with or without roof. Built Up Area shall also include Mezzanine floors, if any and also detached habitable areas, if any, such as servant's room etc. allotted for exclusive ownership. The outer walls which are shared with another unit shall be computed at 50%. Remaining outer walls are computed at 100%.

b) Carpet Area :

Carpet Area, as per CREDAI definition, shall mean the area arrived at by deducting the areas of core thickness (i.e unplastered thickness) of all the outer walls from the above defined Built Up Area.

c) Super Built Area (SBA) :

The Super Built Area, as per CREDAI definition, shall mean;

- i) Built Up Area as defined above
plus the proportionate share of the following;
- ii) A certain percentage of the double height areas or terraces, if any.
- iii) Entrance Lobby
- iv) Corridors

Specimen of Code of Conduct by CREDAI National Annexure : 12

- v) Stair Cases
- vi) Lift Shafts / Lift core at every level
- vii) Lift Lobby and all other lobbies, landings etc
- viii) Lift Machine Rooms
- ix) Generator rooms
- x) Electrical rooms and the rooms built for substations / transformers, if any.
- xi) Gas banks
- xii) Mumty
- xiii) Garbage room
- xiv) Club house
- xv) Security room
- xvi) Indoor sports room/s
- xvii) General Toilets for Common Servants/ Maintenance Staff / Drivers
- xviii) And any other common areas constructed not included above, provided they are not separately charged.

Super Built Area shall not include:-

Underground sump, water tanks, compound walls, septic tank, open to sky walk ways, open to sky swimming pool, open sports facilities, weather sheds, inaccessible flower beds, lofts, common open to sky terraces, stairwell ducts and voids etc. and the like.

NOTE:

- i) Garden / ground space area or terrace area allotted for private usage (without exclusive ownership), if any shall be separately and clearly mentioned in the offer document.
- ii) Specific parking areas are limited common areas and may be allotted separately by the Developer to the Purchaser.
- iii) All the Agreements to sell shall contain a floor plan showing the internal dimensions from which the built up area can be computed.
- iv) Either the Built Up Area or the Carpet Area, as decided by the Developer or as is required by the local laws shall be mentioned in the Agreement to sell alongwith the Super Built Area.
- v) Details showing how the saleable area is arrived at with specific details of the common area shall be disclosed with clarity duly certified by an architect as per above norms at the time of booking.

10. Plans and Construction :

- a) The sanctioned plan with date & number shall be displayed in a prominent place at the construction site
- b) Construction of the buildings shall be only as per the rules / sanctioned plans, rules and regulations of the Local Bodies. Variations, if any, shall be within the prescribed, permitted and prevailing norms / rules.

11. Construction time frame, Compensation for delay :

- i) The Agreements shall contain a definite time frame for completion of construction. The construction shall be deemed to be complete when certified by the project architect & after constructing as per specification and in addition certain standard infrastructure requirement such as ramp to enter the basement, compound wall with gates, staircases leading to the terrace, underground and/or overhead water tanks, ladder leading to the overhead tank and such other basic requirements to

Specimen of Code of Conduct by CREDAI National Annexure : 12

make the complex habitable, wherever necessary, whether all these items are mentioned specifically in the Agreement or not.

- ii) Agreements shall also contain a clause for compensation in case of a delay in completion of construction stating the conditions under which the Purchaser is entitled for a compensation. Similarly, the Purchaser will also be liable for a penalty in case of any delays in taking possession of the unit by the Purchaser after completion of the unit.
- iii) Every effort shall be made to complete the building, as committed to buyer. While it shall be the responsibility of the Developer to obtain completion / occupation certificate from the Local Authority, a specific time for the same is not in the hands of the Developer, due to bureaucratic delays. Any delay in completion due to this reason, not attributable to the Developer's actions, shall not be construed as delay.

12. Description Of Amenities:

All amenities and common facilities shall be clearly mentioned in the Agreement to sell. Wherever the common amenities are to be transferred to the Association / Society etc by a Deed as per statutory requirements, the same shall also be complied with.

13. Infrastructural Requirements:

All conditions with regard to infrastructure as set out in the sanction plan shall be fully complied with and the building and its premises shall be left in a clean and habitable condition.

14. Forfeiture:

The Agreements will also contain a clause with regard to cancellation / forfeiture covering issues such as amount of forfeiture, interest charges, liquidated charges, period for repayment etc applicable in the event of non-payment of installments or other components of agreed consideration

15. Mode Of Conveyance:

- i) The Agreements shall clearly indicate the type of conveyance proposed to be effected i.e. whether on the basis of undivided interest or on unit basis or based on any other scheme and also mention either the extent of divided or undivided interest in Sqft/Sq.Mtr or the percentage of undivided interest. In any case, the Developer shall ensure that aggregate of divided or undivided interest in land allotted to all the units of a project shall not be in excess of the total extent of land.
- ii) The Agreement will have a condition to the effect that all the covenants other than those specific to a particular unit such as rate, area etc., shall be common to all the purchasers of a particular project. If the developer intends to reserve some specific rights such as allotment of ground space for garden (in the setback area), terrace, car park (in the setback area) for private use of some units, such intention shall also be mentioned in all the Agreements pertaining to the project.

16. Defect Liability Period:

The Agreements will contain a clause dealing with defect liability for a minimum period of 12 months or as per prevailing laws, if any (whichever is longer) from the date of completion or intimation to their clients regarding the readiness to hand over possession, whichever is earlier. The defect liability shall be limited to the defects in the construction (i.e. structure). However, air cracks in plaster masonry, warpage in doors and windows shall not be considered as defects. Defect liability shall not cover force majeure situations such as damage

Specimen of Code of Conduct by CREDAI National Annexure : 12

resulting from war, flood, earthquakes etc. The defect liability is not applicable on the bought out items most of which are covered under warranty by the manufacturers themselves. However, in the event of recurring problems with the bought out items, the Developer shall co-operate with the purchaser in sorting out the issue.

17. Formation of a Society or a Body Corporate:

The Developer shall facilitate the Purchasers for formation of Association of Owners / registration of co-operative Housing Society or any other body as may be prescribed as per statute, subject to co-operation from all the purchasers.

18. Society Account / Other Deposits :

The Developer shall maintain a separate account in respect of any sums received by them from the purchasers as Advance or Deposit or sums received towards corpus for promotion of a co-operative Housing Society / Apartment Association or towards out goings, legal charges, etc, and the said amounts shall be utilized only for the purpose for which the same have been received. Accounts on such items shall be provided to the Society / Association / Body not later than 3 months from handing over the charge of the building to such Society / Association / Body.

19. Conveyance of Title:

The Developer shall not delay execution of conveyance or any other similar instrument beyond six months from the date of receipt of Occupancy Certificate pertaining to the building in question and after all amounts payable by the purchasers are paid to the developer.

20. Disclosure:

- i) CREDAI logo shall be printed in all the Brochures, hand-outs, advertisements and beyond a particular size or any other publicity material.
- ii) The Agreement shall also contain a clause stating that the said Agreement is subject to arbitration by the designated committee of Arbitrators appointed by CREDAI.

21. Original or Certified Copies of Title Deeds, Service Drawings etc:

At the time of handing over the project to the Society / Apartment Owners' Association / Body, the Developer shall also hand over all original title deeds as maybe available or certified copies and related documents as well as copies of sanctioned plan of the buildings including all external service drawings and structural drawings.

22. Inspection by the Client:

Necessary clause in the Agreement shall be incorporated to enable the client and his family members deriving the rights to visit and inspect the premises during the course of construction. A disclaimer clause shall also be incorporated in the Agreement stating that the Developer shall not be held liable for any loss /cost / damage or any other expenses caused due to such visit, if any, on account of any accident that may occur at the time of inspection during construction or after construction by the purchaser or any family member accompanying him/her.

Specimen of Code of Conduct by CREDAI National Annexure : 12

23. Tree Plantation:

Tree plantation shall be done near/at sites as per local rules or the CREDAI recommendation, except where it is not possible in congested areas or due to technical and similar reasons.

24. Labour Welfare:

The Developer shall endeavor to establish creches and educational facilities for the children of the labour, along with other possible labour welfare activities, such as periodical medical check-up, insurance etc in sites which are more than 4000 sq.mtr.

25. Consumer Redressal Forum :

Every Agreement between the Developer and the Purchaser shall have a clause that in the event of there being any dispute with regard to the Agreement/s, which has failed to be resolved through negotiations with the Purchaser, the same may be referred for mediation to CREDAI ... and that all the grievances shall be referred only to consumer redressal forum first, which is being formed by CREDAI If the parties are unable to arrive at an amicable settlement in the mediation, the aggrieved party may approach the courts of law or have the matter referred to arbitration as agreed by them under the Agreement. And, redressal by CREDAI shall be subject to the following conditions;

- i) Complaints shall be considered / entertained by the member association only if the builder is a member of the concerned association and will be restricted to customer builder disputes only.
- ii) The modalities for such intervention or mediation or arbitration shall be worked out independently by CREDAI.
- iii) The Redressal forum will not adjudicate on any issue which is subjudice with any court or consumer forums.

26. Waiver :

Any waiver of any provision of this code for the members of association may be granted in the General Body Meeting of members on the recommendation of the Committee which may be specifically formed for this purpose, if required.

We the Member of CREDAI hereby agree to abide by and honour this Code of Conduct and the decision of the internal Arbitration Committee to be set up by CREDAI NCR for speedy redressal of Customer Grievances.

SOLEMNLY RESOLVED IN THE PRESENCE OF WITNESSES ON THIS THE DAY OF BY THE AUTHORISED REPRESENTATIVE ACTING FOR AND ON BEHALF OF (BUILDER'S COMPANY).

For

(Signatures)
Name:
Designation:

Witnesses:
1. Signatures -
Name:
Address:
Contact Number:

Witnesses:
2. Signatures -
Name:
Address:
Contact Number:

**Specimen of Code of Conduct by CREDAI Pune Metro
Annexure : 13**

CREDAI – -----

CODE OF CONDUCT

Office address: -----

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Specimen of Code of Conduct by CREDAI Pune Metro Annexure : 13

CREDAI – -----

CODE OF CONDUCT

OBJECTS

The fundamental aim of the Code of Conduct for the CREDAI – -----, is to maintain the honor and dignity of Promoters and Builders in general, to secure a spirit of friendly co-operation between the Promoters and Builders and their customers in the promotion of highest standard of Promotion, Development, and Construction activities and to establish honorable and fair dealing of the Promoters and Builders with their customers; and to establish a spirit of brotherhood in the Association of Promoters and Builders itself and to try and ensure that Promoters and Builders discharge their responsibilities to the community in general.

For the aforesaid objects the members of the CREDAI – ----- desire to adopt the following norms of conduct, both in letter and spirit. However, specific mention of the following norms of conduct/rules shall not be construed as conferring upon the members and / or the customers and / or the flat purchasers any legal right enabling them to enforce the same in Court of Law or otherwise.

If any member is found to violate the code suitable action can be taken against him by the Association even to the extent of his membership being discontinued; after a detailed enquiry by a select committee which recommendation if endorsed by the Managing Committee would lead to the termination of membership of the member.

Any such action taken by the Managing Committee shall be put into effect 30 days after communicating the decision to the member in writing by Registered Post at his address as per records of the Association. The member can appeal the decision of the Managing Committee to the General Body whose decision shall be final and binding. This appeal must be lodged within 30 days of the date of communication by the Managing Committee failing which the decision communicated shall be final and binding.

We, the Member of CREDAI----- hereby undertake and agree to abide with and observe this Code of Conduct as approved by the General Body. We also agree to observe any amendment made to the Code of Conduct on account of any changes/amendments to any Housing related Statutes/Acts passed by Central/State and Local Authorities and / or approved by the General Body of the Association.

1 TITLE

The property under development should have a marketable title and the Developer shall enclose a copy of the "Title Certificate" from a Solicitor/Advocate showing his rights, along with the Agreement for sale.

Specimen of Code of Conduct by CREDAI Pune Metro Annexure : 13

2 INSPECTION OF SANCTIONS

All sanctions from the sanctioning authorities like approved plans and commencement certificates, N. A. permission, exemption order under U.L.C. Act (if required) etc., should be made available for perusal of the purchaser.

3 BOOKING OF PREMISES

The Developer should commence booking/sale of flats/premises only after obtaining sanction of plans and commencement certificate from the concerned Municipal Authority/Planning Body and sanction/clearance under the Urban Land (Ceiling & Regulation) Act, 1976; if required, N.A. order, except in cases where finance is to be raised by mutual agreement.

4 AGREEMENT OF SALE

The Developer should enter into a proper agreement as per the relevant Acts immediately on receipt of Earnest Money from the purchasers of flats/premises.

5 PAYMENTS

Payments receivable under the Agreement for sale should be scheduled according to the progress of the work and as per the provisions of the relevant Acts or as may be mutually agreed between the Purchaser and Developer.

6 ESCALATION

The Developer should not enhance the price of the flats/premises once the agreement for sale is executed – or any account whatsoever; except for additional Government levies/taxes/court orders or in terms of the relevant Acts or under force major conditions. However, if there is a specific understanding between the Developer and Purchaser, escalation can be charged on mutually agreed formulae.

7 CONSTRUCTION OF BUILDING

The Developer should construct the building only as per the rules and regulations of the Authority and should not construct any unauthorized structures. He/it should not indulge in any illegal business activity.

8 QUALITY OF CONSTRUCTION

The Developer must ensure good quality materials and proper workmanship. Specifications as per agreements should be adhered to and statutory specifications of the Local Planning Authority should be complied with. Proper technical supervision on site should be ensured through qualified and experienced technical personnel in addition to usual qualified structural engineers and architects.

9 CARPET AREA

The carpet area of the flats/premises should be clearly and unambiguously defined in the agreement.

10 DESCRIPTION OF AMENITIES

All amenities and common facilities should be clearly mentioned in the agreement for sale and same should be complied with.

11 INFRASTRUCTURAL REQUIREMENTS

All conditions with regard to infrastructures as set out in the approval of the layout plan by Municipal Authority or Planning Authority should be fully complied with by the Developer. The building and its premises should be left in a clean and habitable condition.

Specimen of Code of Conduct by CREDAI Pune Metro Annexure : 13

12 TREE PLANTATION

Maximum tree plantation should be done near sites on the basis of at least one tree per 100 sq. mtrs., except where it is not possible in congested areas.

13 LABOUR WELFARE

Members are encouraged at large sites (more than 4,000 sq. mtrs.) to have crèches and educational facilities for the children of the labour, be provided along with other possible labour welfare activities, such as periodical medical check-ups, insurance, etc.

14 REFUND OF MONEY

In case the completion of the building is delayed beyond the period stipulated under the agreement for sale with the flat purchaser, the Developer should return all the moneys received by him from the flat purchaser, along with interest as specified in the agreement under the Maharashtra Ownership Flats Act, if so demanded by the purchaser.

15 POSSESSION

The Developer should ensure timely completion, physical possession, as committed to buyer. It shall be builder's responsibility to obtain completion/occupation certificate.

16 DEFECT LIABILITY PERIOD

During the Defect Liability Period, the Developer should attend to bonafide complaints expeditiously.

17 SOCIETY ACCOUNTS/OTHER DEPOSITS SUCH AS STAMP DUTIES

The Developer shall maintain separate account in respect of sums received by him from the flat purchaser as Advance or Deposit, sums received on

Account of the capital for promotion of a Co-operative Housing Society/Apartment Association or a Company or towards the outgoings, legal charges, etc., and shall utilize the said amounts only for the purpose for which they have been received. Such accounts should be given to the Society/Association/Company not later than 3 months from handing over the charge of the building to such Society/Association/Company, and / or within a period of 3 months from the date of final conveyance, whichever is later.

18 FORMATION OF A SOCIETY OR A BODY CORPORATE

The Developer should take steps for registration of Co-operative Housing Society or any other body corporate as may be necessary.

19 TRANSFER CHARGES

The Developer should not charge more than 2% of the purchase price for transferring the rights of the Flat Purchaser under an agreement for sale. Any such consent by the Developer to the flat purchaser for transferring his rights under agreement of sale should not be unreasonably withheld, provided the flat purchaser pays, and/or is ready and willing to pay full amount of consideration under the agreement for sale together with transfer fees as aforesaid and other dues payable.

Specimen of Code of Conduct by CREDAI Pune Metro Annexure : 13

20 TRANSFER OF TITLE

The Developer should not inordinately delay the execution of the Conveyance or any other similar instrument in favour of the common organization of the flat holder, after the development and sale of entire scheme and after all amounts payable by the purchasers are paid to the Developer.

21 HANDING OVER OF ORIGINAL CERTIFIED COPIES OF TITLE DEEDS, SERVICE DRAWINGS, ETC.

The Developer should at the time of transfer hand over to the Society/Apartment / Company all original title deeds and related documents as well as all plans of the buildings including all external service drawings and structural drawings.

22 MEDIATION IN DISPUTES

In case there be any dispute of any member of the Association with any person or flat holder or Government or Semi Government Body or Authority or Local Authority, and if the Association is asked to intervene, the Managing Committee of the Association will consider such request and decide in its absolute discretion whether to intervene or not depending upon the merits of the case and wherever possible the Association will make efforts to resolve the said dispute by amicable settlement or otherwise on merits of the case. However, any such mediation, even if it be with the consent/concurrence of both the disputing parties, shall not be construed as Arbitration under the Indian Arbitration Act.

23 MEMBER BOUND BY MANAGING COMMITTEE/GENERAL BODY DECISION

Any decision resolution pertaining to the Code of Conduct, that is taken or passed in the General Body Meeting or Managing Committee Meeting, is binding on the member of the Association, even if he has not attended the meeting provided that the item was on the agenda that was circulated.

Note: The above specimen is as per CREDAI-Pune Metro MoA. You can refer the same and as per local conditions modify the same suitably for adoption



CREDAI Maharashtra Membership Application form

Annexure : 14

APPLICATION FORM FOR MEMBERSHIP OF

CREDAI- MAHARASHTRA
Formerly FEDERATION OF PROMOTERS & BUILDERS ASSOCIATION OF MAHARASHTRA

Date : DD MM YY

To,
The Hon. Secretary
CREDAI-MAHARASHTRA
Formerly - Federation of Promoters & Builders Association of Maharashtra
Office No.T-1, 3rd Floor,
Nucleus Jeejeebhoy Towers, Church Road,
Pune - 411 001
Tel :26052654/56
Fax : 26052656
Email : info@credaimaharashtra.org

Ref: Request for the Membership of CREDAI-MAHARASHTRA

Dear Sir,

We wish to become the member of the CREDAI-MAHARASHTRA formerly known as Federation of Promoters & Builders Association of Maharashtra, a state level body. We are aware that the membership of CREDAI-Maharashtra is considered only for Real Estate Developers Associations at City levels in Maharashtra.

NAME OF the ASSOCIATION : _____

ADDRESS OF ASSOCIATION: _____

TEL.(WITH STD CODE): _____ FAX: _____

E-MAIL: _____ WEBSITE: _____

AREA OF OPERATION OF OUR ASSOCIATION / ORGANIZATION IS (Mark, as applicable):

CITY _____

DETAILS OF THE CHEQUE ATTACHED HERewith IN FAVOUR OF: CREDAI-MAHARASHTRA

ON ACCOUNT OF:

- ☐ Entrance Fees = Rs. 5,000/-
- ☐ Annual Membership Fees = Rs. 1,000/- per member or
Rs. 10000/- whichever is higher.

We do understand the following that:

- The Entrance Fee is a onetime Fee.
- Annual Membership Fees is for the current year starting 1st April 201____ and ending 31st March 201____.

CREDAI Maharashtra Membership Application form
Annexure : 14

Total remittance of Rupees _____

Rs. _____ D.D./Cheque No: _____

Dated: _____ Drawn on Bank of : _____

COPIES OF THE FOLLOWING DOCUMENTS ARE ATTACHED HERewith

(Mark as applicable)

- 1) Rules & Regulations / Memorandum of our association. ☐
- 2) Registration certificate of our association. ☐
- 3) Names & Addresses of the office bearers of our Association. ☐
- 4) List of Members of the Association with postal address ☐

Tel.no., fax. No., Email id and mobile no.

ANY OTHER INFORMATION YOU FEEL **CREDAI-MAHARASHTRA** SHOULD KNOW (PLEASE REFER ATTACHED SHEET)

5) _____

6) _____

WE AND ALL THE MEMBERS AGREE TO ABIDE BY :

- 1) The Rules & Regulations of the **CREDAI-MAHARASHTRA** including the Code of Conduct & Code of Practice.
- 2) The decisions of the Managing Committee and of the General Body of the Association.

We are aware that our Application for Membership will be scrutinized by the Managing Committee and will be considered for Membership as per the rules and regulations of the Association.

We shall not have any grievance in case the Managing Committee does not approve our Membership.

Thanking you,
Yours faithfully,**SIGNATURE OF THE PRESIDENT**

Name of President: _____

Name of the Association : _____

Name of the Company : _____

Designation in the Company: _____

Address: _____

Tel. Nos. : _____

Fax Nos : _____

Email id: _____

Mobile no. _____

CREDAI Maharashtra Membership Application form
Annexure : 14**FOR OFFICE USE ONLY**

Name of the Applicant_____

Remarks of the SECRETARY

1) Verified the particulars

2) Remittance received by Cheque no._____ dated:_____

Entrance fees Rs._____

Membership for the period from April 201 to March 201 Rs. _____

Other amounts if any Rs. _____

Total Remittance Rs. _____

Applicant

☐ Recommended for Membership☐ Not Recommended for Membership & Application with enclosures presented to the Managing Committee.

Date:

Chairman, Membership Committee

Hon. Secretary

Remarks of the PRESIDNET, MANAGING COMMITTEE,

1. The application was considered by the Managing Committee during the meeting held on _____.

2. The Managing Committee has decided

☐ To offer Membership☐ Not to offer Membership

To the Applicant vide Resolution no. _____

Date:

President

Constitution of CREDAI Maharashtra Annexure : 15

MEMORANDUM OF ASSOCIATION OF CREDAI MAHARASHTRA FORMERLY FEDERATION OF PROMOTERS & BUILDERS ASSOCIATION OF MAHARASHTRA.

- 1 The name of this Organisation shall be "Federation of Promoters & Builders Associations of Maharashtra".
- 2 The Registered Office of the Organisation shall be situated at Pune.
- 3 Territorial Limits :-Activities of the Organisation shall cover whole State of Maharashtra.
- 4 **OBJECTS OF THE ORGANISATION :**
 - 4.A. To encourage fraternity, unanimity, feelings of co-operation and mutual help among the Members of the Organisation, on the subjects connected with the common good of the trade, industry and profession of building construction work and development of Lands.
 - 4.B. To promote and protect the general interest of the Members and to keep liaison with the Government for influencing the Government policies relating to the trade, industry and profession of building construction works.
 - 4.C. To initiate organised action on the subjects connected with the profession of building construction work for increasing efficiency, productivity and quality of Modernisation and Technology Advancement.
 - 4.D. To collect and disseminate data, statistics and information and/or cause to help or assist in its publication, on the subjects related to the profession of building construction works.
 - 4.E. To act as an Arbitrator for settlement of disputes between Members and other Members or non-members or Flat Purchaser/s.
 - 4.F. To formulate expert opinion on typical matters arising out of Government Policies to organise and to motivate meetings seminars, conferences, exhibitions etc.
 - 4.G. To represent to Government all problems of the profession of building construction works.
 - 4.H. To provide all sorts of a expert advice, guidance and assistance to Members and to do all the general interest of trade and industry of profession of building construction works.
 - 4.I. To conduct Meetings, Lectures, Seminars, Classes on the difficulties experienced in day-to-day building construction works.
 - 4.J. To subscribe to, become a member of and co-operate with any other Association, whether incorporated or not, whose objects are, either wholly or partly, similar to those of this Organisation and to procure from and communicate to any such Association, such information as may be likely to further the objects of this organisation.
 - 4.K. To promote and protect the general interest of the Flats owners and to promote welfare scheme for the Flat owners.
 - 4.L. To promote and protect the general interest of the construction labourers and to promote welfare scheme for the construction labourers.
 - 4.M. To promote and protect research in construction industry.
 - 4.N. Generally to do all that may be necessary or incidental to the attainment of the above objects.

5 MEMBERS OF THE FIRST MANAGING COMMITTEE :

The following persons shall act as Members of the First Managing Committee of the Organisation presiding over the offices mentioned against their respective names.

Sr. No.	Full Name and Address	Designation

Constitution of CREDAI Maharashtra Annexure : 16

Rules & Regulations of CREDAI Maharashtra Formerly Federation of Promoters & Builders Associations of Maharashtra

FPBAM & CREDAI Maharashtra are used interchangeably

- 1 These Rules shall be called the Rules and Regulations of Federation of Promoters and Builders' Association of Maharashtra. In these Rules, unless the context otherwise requires, they shall mean and include all the Rules of Federation of Promoters and Builders' Association of Maharashtra hereunder set out or that may be framed, altered, substituted, modified or added in the manner hereinafter provided from time to time.
- 2 Interpretation - In the interpretation of these Rules unless there is anything repugnant or inconsistent with the subject or context.
 - a) The Association' means the Federation of Promoters and Builders' Association of Maharashtra.
 - b) Year' means the financial year of the Association commencing on the first day of April of every year and ending on the thirty first day of March of the subsequent year.
 - c) The Constitution' means the Memorandum of Association and Rules and Regulations of the Association including Annexures and Schedules annexed to Rules and Regulations.
 - d) ""Member"" shall mean ""Association of Promoters & Builders working for similar purposes at any place in Maharashtra.""
 - e) Words imparting 'Masculine' gender and 'Singular' number shall respectively include, Feminine Gender and Plural number and vice versa.
 - f) Office Bearers' shall mean and include Immediate Past President, 4 Vice Presidents, Hon Secretary, Hon Treasurer and Hon Jt. Secretary.
- 3 The Registered Office of the Association shall be situated anywhere in the State of Maharashtra.
- 4 Territorial Limits Activities of the Organisation shall cover whole of State of Maharashtra.
- 5 Regulations for Management : The regulations for the management of the society shall, subject to the provisions of the Societies Registration Act 1860, be such as are contained in these Rules and Regulations.
- 6 **Classes of Membership :** There shall be following classes of Membership, viz.

(I) ORDINARY MEMBERS :

- a) Any Association of Promoters & Builders and Real Estate Developers working for similar purposes at any place of Maharashtra.
- b) Candidates eligible for Ordinary Membership as above shall send the Association a written application on a form prescribed by the Association from time to time alongwith the prescribed entrance fee of Rs 10000 together with fees equivalent to one year's subscription as applicable

The category of ordinary members shall be as per the membership strength of the member association as follows:

		Annual Fees Rs.
(1) Upto 25 members:	Category "A"	15,000.00
(2) Upto 50 members:	Category "B"	25,000.00
(3) 51 to 100 members:	Category "C";	75,000.00
(4) 101 to 200 members:	Category "D";	175,000.00
(5) Above 200 members:	Category "E"	300,000.00

Any association which is member of another federation/ confederation shall be granted membership of FPBAM subject to an undertaking that it shall not become a member of any other organisation after admission and also if approved by the General body.

Note: The aforementioned rates of subscription and entrance fee shall remain in force till varied by the General Body which shall be competent to vary the rates of subscription and entrance fee from time to time by a resolution to that effect.

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7 APPLICATION FOR MEMBERSHIP :

- a) Application for membership may be received at the registered office of the Association. The Application shall be in the prescribed form.
- b) The Secretary shall place such application before the Managing Committee of the Association, which may in its absolute and uncontrolled discretion, either accept or reject the said application. The committee shall not be bound to give any reason for rejection of any such application. If the application is rejected, the Secretary will intimate the rejection thereof to the rejected candidate and refund to him the sum paid by him to the Association.
- c) If the Application is accepted by the Managing Committee then the Hon Secretary shall notify the acceptance thereof to the applicant in writing. The Hon. Secretary shall also furnish the applicant with a copy of the constitution of the Association and Code of Conduct. The date of enrollment of the Ordinary member shall be the date on which his application is accepted by the Managing Committee.

8 MEMBERS AND ELIGIBILITY FOR VOTING :

- i) Subscription for every financial year shall be paid in advance directly at the registered office of the Association.
- ii) The Hon Secretary should prepare the list of Members, eligible to vote 1 month before of the actual date of voting and circulate to all members.
- iii) Members will be eligible to vote only if they have paid their respective annual subscription along with all dues payable upto date. If there are any in arrears, the member will not be entitled to take any part in any meeting of any body functioning under the Association or exercise any right to vote.
- iv) Election of members to the posts of Office bearers of the Association for a period of 2 years shall be concluded by 31st March of the respective year. The accounts of each year shall be made up and audited before end of September every year, or earlier if required by law. Annual General Meeting of the Association shall be held on or before 30th September every year.

9 CANCELLATION OF MEMBERSHIP :

- a) Resignation of Membership : A member wishing to resign shall send his letter of resignation at least 2 months before the expiry of the Official Year. In the absence of such intimation, they shall have to pay membership fee even for the next year.
- b) Disqualification : If a Member fails to pay his membership fee within 3 months from the date it becomes due, the Managing Committee may remove his name from the Membership Register after giving 1 month's notice to the member in writing.
- c) Cessation of Membership : A person shall cease to be a Member when
 - i) the member body to whom he represents, ceases to be a Member of the Organisation.
 - ii) he ceases to be the representative of the member body who nominated him.
 - iii) they fails to pay the fee of membership within a year from the due date.
 - iv) It is disqualified as per Rule 9.b above.
 - v) It is resignation is accepted.
 - vi) It is debarred by the two-third majority of the Managing Committee for such action on the part of the Member which is considered to be derogatory in the interest of the Organisation or which is harmful and defames the prestige and image of the Organisation.

Explanation : "A person " in the above provisions refers to Member.

10 RIGHTS AND PRIVILEGES OF MEMBERS :

- a) To vote at the Ordinary or Extra-Ordinary Meetings of the Organisation through its nominee/s.
- b) To vote at the election of the Office Bearers or any other issue required casting of votes through its nominee/s.
- c) To offer it's member to contest as a Candidate at the elections referred to above.
- d) To seek information connected with the development of the trade, industry and profession of the building construction work.

Note : Rights as per (b) and (c) above are subject to the provisions of Rules of Election approved by the Managing Committee.

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11 A) GENERAL BODY OF THE ASSOCIATION :

All members of the Association shall constitute the General Body of the Association.

- i) For purpose of attendance: All members of the managing committees of all member associations. For purpose of Voting: Voting right at the meetings shall be exercised by the President of the member association or nominee based on the voting rights conferred under the membership category
- ii) The President can co-opt not more than three Members from/amongst, any Members of Member Association. He can designate 2 of such members as Hon Secretary, Hon Treasurer and Hon Joint Secretary
- iii) All the committee members under Clause a,b,c, of i above shall be nominated by the Managing Committee of respective member association only.
- iv) Only president or person nominated in writing by the Managing Committee of the respective Association shall have right to cast votes on behalf of his Association.
- v) Voting right of each member association shall be as follows:

Member Category	Votes
A	1
B	1
C	2
D	4
E	5

11 B) POWERS OF GENERAL BODY :

The powers regarding framing of policies, considering issues of importance connected or touching the problem of construction trade, industry and Profession and such other matters of general nature and of vital interest shall vest in the General Body. The General Body shall meet at least once a year and this meeting shall be styled as the Annual General Meeting of Federation to Promoters and Builders Association of Maharashtra. Such meeting shall be held not later than 6 months after the date of expiry of the Official year. The President of the Association, or in his absence, any Vice President shall preside at the General Body Meetings. The Chairman shall adjourn the meeting if majority of the members require him to do so on vote. The general body will also have the power to remove any office bearer from the managing committee, including the President; provided such a resolution is passed by not less than 2/3rd majority.

12 BUSINESS TO BE TRANSACTED AT ANNUAL GENERAL MEETING :

The Annual General Meeting of the Association shall inter alia transact the following business :

- 1) To confirm the minutes of the last Annual General Meeting.
- 2) To note the result of the elections of the members of the Managing Committee and of office bearers.
- 3) To consider and adopt the Annual Report and Audited statement of accounts of income and expenditure for the preceeding financial year.
- 4) To appoint auditors to audit accounts of the Association and fix their remuneration.
- 5) To transact any other business with the permission of the Chair.

13 NOTICE OF GENERAL MEETING :

At least fourteen days before the Annual General Meeting a notice of such meeting accompanied by a copy of the Annual Report and of the Audited Statement of Accounts shall be send to every member to his last known address. Non-receipt of such a notice by any member shall not invalidate the proceedings of such meetings.

14 SPECIAL GENERAL MEETINGS :

- a) The Hon. Secretary or the Hon. Jt. Secretary under the instructions of the Managing Committee or the President shall call a Special General Meeting of the Association on giving seven days notice in advance to all the members of the Association to that effect.

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- b) A special General Meeting of the Association shall be convened by the President on a requisition addressed to the President and signed by not less than 1/3rd of the total membership of the association and such a meeting will be called in any case not later than 30 days from the date of receipt of such requisition by the President.
- c) Such Special General Meeting convened as aforesaid shall have the same powers and business as are provided to the usual Annual General Meetings.

15 QUORUM FOR GENERAL MEETING :

At all General Meetings of the Association, one fourth of members of the Association, shall form a quorum. If at the expiration of 30 minutes from time appointed for the meeting there is no quorum, the meeting, if convened on the requisition of the members, shall be dissolved. In any other case it shall stand adjourned to such date, time and place as the members present may determine. If at such adjourned meeting there is quorum, the members present whatever be their number, shall have power to decide upon all items on the Agenda of the meeting from which the adjournment took place. The adjourned meeting shall not consider and vote upon any matter, which is not on the Agenda of the Meeting.

16 PROCEEDINGS OF MEETINGS :

All propositions at any meeting of the Association shall be duly proposed and seconded and decided according to votes. The voting shall be either by poll by ballot or by show of hands at may be decided by the chairman or by members present at the meeting, who shall have power to demand poll on any resolution before it is disposed off.

17 MANAGING COMMITTEE AND ITS OFFICE BEARERS :

- i) Managing Committee shall consist of elected Office Bearers and co-opted Office Bearers (not exceeding three in numbers) and presidents of all member associations. However, in cases where the president of any member association is elected or coopted as an Office Bearer, the member association may nominate any of its Vice President to the managing committee of FPBAM.
- ii) Office Bearers : Following shall be the office-bearers of the Managing Committee elected by the General Body and shall retire every two years at the close of the financial year (i.e 31st March) of the respective term period.

1	President	:	One
2	Vice-President	:	Four
3	Hon-Gen. Secretary	:	One (To be nominated by President.)
4	Hon. Treasurer	:	One (To be nominated by President.)
5	Hon Joint Secretary	:	One (To be nominated by President)

Presidents of all members association will be members of Managing Committee. The change in President of the member association shall automatically result in the new President replacing the outgoing President of the respective member association in the managing committee of FPBAM.

All the above Office-bearers except 3, 4 & 5 shall be elected out of the representative members of the general body for the relevant terms and by their majority votes. The President shall have the power to replace any nominated Office Bearer at any time. The tenure of the nominated/coopted office bearers 3,4,&5 above shall run concurrently with that of the President; and they shall be deemed to demit the post upon the death, resignation or removal of the President. Acceptance of any post of a political party shall render the member ineligible to hold or continue to hold the post of office bearer.

18 ELECTION OF OFFICE BEARERS :

The machinery for election of the Office Bearers for the ensuing two years however will be set in motion not later than 31st January of the year in which the term of the current Office Bearers expires. The Secretary of the Association by a circular addressed will invite nominations in a prescribed form from member associations for election to the office of the President and four Vice Presidents. The circular shall state the date on or before which the nominations must be received at the Headquarters. The Secretary of the Association then shall prepare a list of nominations received for the offices of the President, Vice President and circulate the said list of nominations by post to Presidents of members of Association of the General Body and will intimate the final date fixed for the voting. The mode of voting, if required, shall be secret ballot.

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19 FUNCTIONS OF THE MANAGING COMMITTEE :

Subject to the superintendence and control of the General Body, the Managing Committee of the Association shall be the Governing Body of the Association, which may exercise all such powers and do all such acts and things as the Association is by Statute or by its Memorandum of Association or by rules and Regulations or otherwise Authorised to exercise and do, through its office bearers.

20 In furtherance of and without prejudice to the general power and duties conferred in the last preceeding Rule, the Managing Committee shall be entrusted with and may exercise the following powers and duties :-

- a) To appoint, relieve, retire and dismiss any officers and employees and to fix their wages or remuneration.
- b) To provide a Seal for the purpose of the Association and affix it to any deeds or other documents which shall be signed by two Members of the Managing Committee in whose presence the Seal is affixed.
- c) From time to time to make, alter and repeal Byelaws; not inconsistent with the Memorandum of Association or those Rules and Regulations as the Managing Committee may deem expedient or convenient for the proper conduct managing and control of the Association.
- d) To write off in the accounts of the Association such sums as they may deem expedient in respect of bad and doubtful debts or otherwise.
- e) To purchase or otherwise acquire for the Association any property rights or privileges at such price in general on such terms and conditions as they shall think fit.
- f) To borrow or to raise money which may be required for the purposes of the Association upon bonds, debentures, bills of exchange, promissory notes or other obligations or securities of the Association or by the Mortgage charge of and on the property of Association.
- g) At their discretion to pay for any property rights or privileges acquired by or service rendered to Association in Cash.
- h) To secure the fulfilment of any contractors arrangements entered into by the Association by mortgages of changes of all or any of the property of the Association or in such other manner as they may think of it.
- i) To appoint any person or persons whether incorporated or not, to accept and hold in trust for the Association any belonging to the Association or in which it is interested, or for any other purposes and to execute and do all such deeds and things as may be requisite in relation to any such trust and to provide for the remuneration of Trustee or trustees.
- j) To invest and deal with moneys of the Association not immediately required for the purposes thereof upon such securities and such manner as they may think fit and from time to time to vary and realise such investments.
- k) To enter into all such negotiations and contracts and vary all such contracts and resumed and execute and do all such acts, deeds and things in the name and on behalf of the Association as they may consider expedient for and in relation to any of the matters aforesaid or otherwise for the purposes of the Association.
- l) To determine who shall be entitled to sign on behalf of the Association bills, notes, receipts, acceptances, endorsements, cheques, releases, contract and documents.
- m) At any time and from time to time by Power of attorney under the Seal to appoint any person to be the Attorney of the Association for such purposes and with such powers, authorities and discretions not exceeding those vested in or exercisable by the Managing Committee under these presents and for such period and subject to such conditions as the Managing Committee may from time to time think fit and to authorise any such attorney to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him.
- n) To decide to join or become a member of any organization and nominate representatives thereof.
- o) To nominate candidates for elections to various posts in other organizations of which the organization is a member

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- p) To nominate member/s to serve on any committee or group appointed by any government, semi-government, or local bodies and also other organizations where invited.
- q) Revoke nominations except in cases where elections have been held
- r) To grant consent to individual members of member associations to accept post in any other organization by virtue of his being member of a constituent of FPBAM
- s) Recommend to the member association to initiate disciplinary action against its member where such action on the part of the individual member is considered to be derogatory in the interest of the Organisation or which is harmful and defames the prestige and image of the Organisation.

21 MEETINGS OF THE MANAGING COMMITTEE :

- i) 1/3rd members present shall form a quorum for a meeting of the Managing Committee. If there is no quorum present within 30 minutes, at such adjourned meetings, will adjourned for half an hour, the members present shall form Quorum and shall have power to decide the items of Agenda.
- ii) At least seven days before the Managing Committee meeting a notice of meeting shall be send to every member of the Managing Committee.
- iii) The Managing Committee shall meet normally every month but not less than once in every three months.
- iv) The President shall preside at all the meetings of the Managing Committee. In the absence of the President at any meeting, Vice President senior by age or in his absence one of the members present at the meeting shall be elected to preside over the meeting by the members present.
- v) The Managing Committee shall be empowered to appoint sub committee/s for any special purpose/s within the limit of and enumerated the objects of the Association and such sub-committee/s shall have power to co-operate as members persons like qualified architects, lawyers, chartered account and others as the sub-committee may deem fit even if they are not members of the Association.
- vi) The Managing Committee shall have the power to raise and collect and spend such sums for any activity or function of the Associations the Committee may think fit or proper having regard to the activities of the Association within the limit of and as enumerated in the objects of the Association. But in no case shall such expenses exceed at a time 25 percent of the total yearly subscription of the Association. If the expenses are likely to exceed the said limit of 25 percent of the total yearly subscriptions sanction of the General body will be essential as a condition precedent.
- vii) The Managing Committee shall have the power to print publish, issue and circulate periodicals, journals, papers, books, circulars, and literature of the Association and to provide or spend such sums as may be necessary for the same.
- viii) If any member of the Managing Committee abstains himself from more than 50% of the meetings (of the Office Bearers, Managing Committee and General Body put together) without the premission of the Chair, the Managing Committee may remove such a member from the membership of the Managing Committee, including the office bearers.
- ix) If any vacancy is created in the Managing Committee due to removal, death or resignation of any elected office bearer (except in case of President), then such vacancy shall be filled by majority decision of the remaining Managing Committee (subject to the rules framed herein). In case of removal, death or resignation of any coopted office bearer, the President can coopt another person of his choice. In case of removal, death or resignation of the President, one of the existing Vice Presidents shall be elected as President for the remaining tenure only if the decision of the Managing Committee is unanimous; else, fresh election shall be held for the post of President.

22 ELECTION OF OFFICE BEARERS OF THE ASSOCIATION :

The office Bearers of the Association shall be elected for a term of two years by the members of the General body based on their respective voting rights. The office bearers shall be elected by Member Associations from amongst the members of the Members Association only.

23 QUALIFICATION OF THE OFFICE BEARER :

- I Persons should be engaged in actual trade or profession as a real estate developer.
- II Should be of the age of 25 years and above.
- III For President: Should have served atleast one term as Vice President of FPBAM

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- iv For Vice President: Should have served atleast one term as President or Vice President of member association

24 MEETINGS :

- i) The President and the Hon Secretary shall be ex-office members of all sub-committees.
- ii) At any meeting of the Association such as General Body, or the Managing Committee or any sub-committee the President or Chairman of the meeting as the case may be shall have second or casting vote in case of equality of votes.
- iii) The Secretary or the Treasurer shall have the custody of all records and other property of the Association.
- iv) Hon Secretary/Hon Joint Secretary shall issue notice of all the meetings of the Association and of the General Body and of Managing Committee and of sub-committees and shall keep a record of the proceedings of all meetings of the Association and attend to all correspondence under the supervision of the Managing Committee.
- v) Hon Treasurer shall collect or cause to be collected entrance or admission fee and all fees and other moneys payable to the Association and keep an account thereof and prepare half yearly and annual statements of accounts consisting of receipts and payments and balance sheet and submit such other statements as may from time to time be required by Managing Committee or the General Body.

25 QUALIFICATIONS FOR MEMBERS OF THE MANAGING COMMITTEE

- a) No person shall be eligible to be a member either of the General Body or of the Managing committee unless the Association which he represents shall have paid all subscriptions and other dues on any account to the Association.
- b) Any member fulfilling requisities, hereinabove mentioned will be entitled to contest any election.
- c)
 - i) Prior to holding of election of any kind for Office Bearers on the managing committee, the President shall appoint not less than two persons other than those directly interested in the election as scrutineers. The scrutineers so appointed shall reject such of the voting papers as are not valid and count the valid votes and draw up their report and submit the same to the President.
 - ii) In the event of a tie, occurring between two or more candidates by their securing an equal number of votes, lot will be drawn up by the scrutineers and report to the President to declare the successful candidate.
- d) Secretary or in his absence any other person nominated by the Managing Committee shall act as the Returning Office for the purpose of all elections under the Association.

26 MINUTES OF MEETINGS :

The Minutes of the proceedings of the meetings of the General body, the Managing Committee or the Office Bearers shall be recorded in separate books and shall be made available by the person or persons in charge of such books to any member of the Association if so needed after giving atleast 15 days notice in writing to the Hon. Secretary of his intention to inspect the same.

27 AUDIT :

The Accounts of the Association shall be audited by the Auditor on remuneration as may be decided by the General Body in their meeting.

28 FUNDS :

Funds of the Association shall consist of (A) Reserve and (B) General Fund.

A) RESERVE FUND :

- i) This fund shall consist of the accumulations of entrance fees and the fees received from members which shall be kept invested in Promissory Notes, Debentures, Stock and other securities of any State Government and/or the Central Government and/or in fixed deposit with the State Bank of India or any Nationalised Bank/s or Scheduled Bank/s operating in India and such funds may be used for purchase of immovable property.

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- ii) A current, savings or fixed deposit account shall be opened in the name of the of Federation of Promoters and Builders' Associations of Maharashtra with any of the Nationalised Bank/s or Scheduled Banks to be approved by the Managing Committee and to be normally operated by Office Bearers consisting of
- i. The Hon Treasurer and
 - ii. The President or the Hon Secretary; or any other signatories as may be resolved by the Managing Committee.

iii) **General Fund and the Property of the Association :**

The Reserve Fund and all properties (Movable and immoveable) of the Association shall vest in the 5 members comprising the President and 4 Vice Presidents of the association in the manner hereinabove provided who shall be governed by the provisions of the Indian Trust Act 1892 and shall be called 'The Trustees' of the Federation of Promoters and Builders' Association of Maharashtra. Powers. Functions responsibilities and liabilities of the Trustees :

- a) All properties, moveable and immovable shall be vested in the Trustees of the Association and in all proceedings civil and criminal such properties may be described as the properties of the Trustees of the Federation of Promoters and Builders' Association of Maharashtra and the Provisions of Indian Trust Act 1892 ipso fact shall apply in all such proceedings for and against the Association and the Trustees are subject to all responsibilities contained in the relevant provisions of the said Act, so far as their applicability to the Association is concerned.
- b) That in the even of any trustee or trustees lying, resigning or ceasing to be a member of the Association for any reason whatsoever or going to reside abroad for a period of one year or more becoming of unsound mind or being adjudicated an insolvent or is guilty or an offence involving moral turpitude, such Trustee or Trustees shall cease to be a Trustee and such vacancy or vacancies shall be filled up by the members of the Association by Electing another Trustee or Trustees at a special or General Meeting of the Association by nomination as aforesaid and till then the continuing Trustee or Trustees shall be entitled to act as trustee or trustees; provided however the minimum number of trustees shall be no time be less than two.
- c) That the Trust Fund of the Association shall be invested in securities such as shares debentures of sound private sector organisation or in Government securities as may be considered fit by the Managing Committee from time to time or in any Nationalised Bank/s or Scheduled Bank/s approved by the Managing Committee.
- d) That any Two Trustees shall be entitled to operate upon the current account comprising the Reserve Fund and/or to receive interest on securities and other income and shall have power to buy, sell or endorse Government Securities, or any other Security cheque or such other negotiable instruments, interest vouchers, receipts and other papers, documents, conveyance, etc. pertaining to any moveable and /or immovable properties of the Association subject to the provision that no part of the Reserve Fund shall be withdrawn or in any way dealt with by the Trustees unless authorised by the General body.

29 SOURCES OF FUNDS OF THE ASSOCIATION :

The Funds of the Association may be raised by :-

- a) Loans (with or without interest)
- b) Deposits
- c) Donations
- d) Subsidies
- e) Grants
- f) Membership subscription
- g) Contributions, etc.

Deposits and loans may be received from Members and non-member such as Banks, Companies, Association, Central or State Governments, Local bodies, Corporations and from such other agencies and individuals at any time for such period and at such rate of interest and upto such an amount as may be determined by the General Body from time to time.

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30 **IMMOVABLE PROPERTY :**

Immovable property - All assets comprising immovable property of the Association, if any, shall vest in the Trustees of the Federation of Promoters and Builders' Association of Maharashtra provided, however that the Trustee or Trustees shall have no power whatsoever to sell, alienate, transfer, pledge, mortgage, charge or dispose or deal with all or any of the immovable property without sanction by a resolution of the General Body.

31 **AMENDMENT OF THE CONSTITUTION :**

The Constitution including the Rules and Regulations of the Association may be amended by 2/3rd members of the Association present in a General Body meeting of the Association of which due notice is given to members.

32 **CESSATION OF THE ASSOCIATION :**

If in the opinion of the General body and the Managing Committee of any time, it may be found essential or necessary to close the Association, a special General Meeting of the Association shall be convened by the General body for the purpose. No action shall be taken in this meeting on this subject unless three-fourths of the total members of the Association are present and vote for the Resolution. In the same meeting or at any subsequent adjourned meeting, the necessary resolution shall be passed on the disposal of the assets and liabilities of the Association in such manner as may be decided upon by majority.

For any reason whatsoever if the activities of the Association come to a stand still or is to be wound up, the General body or the Managing Committee as the case may be may recommend by a Resolution to the General Body, which in its turn in a meeting specially convened for the purpose resolve by not less than three-fourth majority of the total membership to dissolve the Association by giving 30 days written notice of the meeting in advance to all the members concerned with specific instructions of the purpose therefor.

On dissolution of the Association if after satisfaction of all its debts and liabilities there remains any property or properties (Moveable and immovable) whatsoever not impressed with any Trust or Trusts agreed between the Association and the donor or donors, the same shall not be paid or distributed amongst the members of the Association or any of them, but shall be given to some similar Association or any of them, but shall be given to some similar Association or institution working for the same or similar objects as those of the Association to be determined by the special meeting of the General Body by votes not less than 2/3rd of the members present at the meeting or in default thereof by the Principal Court of Original Jurisdiction of the District or the Presidency in which the registered office of the Association sits.

33 **WORKING HOURS :**

Office of the Association shall remain open on all working days during business hours except on Sundays and on Public Holidays, provided however that the President shall have the right to keep the office open for special functions or for meetings even on Sundays and Holidays.

The List of persons who are members of the society within the meaning of Section 15 of the Societies Registration Act 1860, shall be maintained in the form of Schedule VI to The 'Societies Registration' (Maharashtra) Rules 1971 vide Rule 15 thereof.

34 **ACCOUNTING YEAR :**

The Accounting Year of the association shall be the year ending 31st March each year. At the end of the accounting year, statement of accounts shall be prepared and shall be duly audited by a qualified Chartered Accountant.

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35 ADDITIONS AND ALTERATIONS :

The Governing Body is hereby authorised to amend, alter, add to, or delete any of the provisions as per Section 12 and 12-A of the Societies Registration Act 1860 contained in the Rules and Regulations by passing a resolution and the said amendment shall be effective from the date of passing the said resolution. In case of any amendment to the Name of the Association or Memorandum of Association, the same shall be effective by passing a resolution in the Annual General Meeting convened for that purpose.

36 POWER TO REMOVE DIFFICULTY, DOUBT AND/OR INCONSISTENCY AND/OR OMISSION IN RULES AND REGULATIONS OF THE ASSOCIATION :

If any difficulty or any doubt arises in giving effect to Rule and/or Regulation or if there is any omission in the Rules and Regulations to meet or resolvency situation, the Managing Committee is hereby empowered and authorised to resolve such difficulty and/or doubt and/or conflict and/or inconsistency and/or supplement such omission and the decision of the Managing Committee on the issue shall be binding on the Association and will not be or liable to be questioned by the Association and will not be or liable to be questioned by the Association or any member of the Association.

We the first Governing Body Members, hereby certify that this is the true copy of the Rules and Regulation of "The Promoer and Builders' Association of Pune."

37 MEMBERSHIP REGISTER :

The Organisation shall maintain a Register of Members as per Section 15 of Societies Registration Act 1861 and rules thereunder and shall also maintain a list of members as per Schedule 6 under Rule 15 of the Societies Registration (Maharashtra) Rule, 1971.

We, the first Managing Committee Members, hereby certify that this is the true copy of the Rules and Regulations of "Federation of Promoters and Builders Association of Maharashtra".

38 The consent of the Managing committee of FPBAM should be mandatory to accept any post in any organisation being offered to any individual member of the constituent members by virtue of his being a member of FPBAM

39 The deemed number of members present at any meeting of the Managing committee or General body shall be equivalent to the voting rights of the respective members present.





CREDAI

Corporate Identity Guidelines

Understanding the Logo

Logo Components
and Rationale



Green symbolises freshness of thought and a commitment to the environment.

The colour Maroon is symbolic of courage of strength.

The maroon arrow device creates an interesting visual, with two implications:

- a) A representation of upward movement and growth.
- b) A representation of shelter (maroon roof) for India (green I).

Corporate Guidelines for use of logo issued by CREDAI National Annexure : 17

Logo Colours (CMYK)



CREDAI Green
C-100; M-35; Y-100; K-35



CREDAI Maroon
C-25; M-100; Y-75; K-15



CREDAI Black
C-0; M-0; Y-0; K-100

Logo Colours (RGB)



CREDAI Green
R-0; G-80; B-43



CREDAI Maroon
R-146; G-35; B-57



CREDAI Black
R-31; G-26; B-23

Corporate Guidelines for use of logo issued by CREDAI National Annexure : 17

Primary Colours



CREDAI Green

C-100; M-35; Y-100; K-35



CREDAI Maroon

C-25; M-100; Y-75; K-15



CREDAI Black

C-0; M-0; Y-0; K-100
























CREDAI Black

C-0; M-30; Y-100; K-0

Corporate Guidelines for use of logo issued by CREDAI National

Annexure : 17

Secondary Colours

					
C - 100 M - 35 Y - 100 K - 35	C - 50 M - 17 Y - 50 K - 17	C - 25 M - 9 Y - 25 K - 9	C - 10 M - 3 Y - 10 K - 3	C - 5 M - 2 Y - 5 K - 2	C - 4 M - 0 Y - 7 K - 0
					
C - 25 M - 100 Y - 75 K - 15	C - 12 M - 50 Y - 37 K - 8	C - 6 M - 25 Y - 17 K - 4	C - 3 M - 13 Y - 8 K - 3	C - 3 M - 7 Y - 4 K - 2	
					
C - 0 M - 0 Y - 0 K - 100	C - 0 M - 0 Y - 0 K - 70	C - 0 M - 0 Y - 0 K - 50	C - 0 M - 0 Y - 0 K - 20	C - 0 M - 0 Y - 0 K - 10	
					
C - 0 M - 30 Y - 100 K - 0	C - 0 M - 15 Y - 50 K - 0	C - 0 M - 7 Y - 25 K - 0	C - 0 M - 4 Y - 12 K - 0	C - 0 M - 2 Y - 8 K - 0	

Usage of Logo

CREDAI

Corporate Guidelines for use of logo issued by CREDAI National Annexure : 17

GUIDELINES FOR THE USAGE OF NEW CREDAI LOGO

Consequent to the launch of our new logo on 8th November 2011, the following guidelines are being issued with regard to usage of new logo and the manual for the stationery of CREDAI.

CREDAI feels it pertinent to issue the guideline with better clarity to ensure that the logo guidelines are adhered to avoid any disparity with what has been spelt out in the logo guidelines.

It is essential to carry the logo of our association to create identity which has a brand value and that becomes a value addition in many ways while we speak on transparency and credibility. Let's ensure that the identity of our esteemed association is always at the high and let's work together in taking the Association to greater heights. It's imperative to mention that if the association consolidates and grows, each and every individual member will be benefited.

GUIDELINES:

- 1) The guidelines clearly specify the Do's and Dont's including the font, primary colors and secondary colors.
- 2) Please note that all communication should carry the logo without the expansion of CREDAI.
- 3) Usage of Visiting Cards: Only the office bearers of CREDAI National, State Level and City Level Member Associations will be authorized to the usage of visiting cards and the visiting cards should carry only CREDAI logo and address and should not include the member developer's office address and other details.
- 4) Design: The finalized design/artwork of CREDAI Stationary including Visiting Card, Letter head, small size and big size envelope with font sizes are specified in the pages to follow. They are indicative of the actual sizes and are not true specimen.
- 5) The state and city chapter Presidents need to ensure that the usage of the logo in the advertisements should be permitted to only the members who have signed the Code of Conduct of CREDAI. Thus it becomes mandatory that the CREDAI members sign the Code of Conduct in order to garner benefits of being a CREDAI member.

Specifications of the size of logo corresponding to the size of advertisements is as under:

Broad Sheet News Paper Advertisements:

News paper size	Height (cms.) approx	Width (cms.) approx	Space of Ad (Sq.cms.) approx	Space of Ad in SqMM	Minimum Size (Width X Height) of the Logo **	% of space for logo
Full Page	52	33	1716 >	17160>	24mmX8mm	1.12%
Half Page (Horizontal)	25	33	825	8250	18mmX6mm	1.31%
Half Page (Vertical)	52	16	832	8320	18mmX6mm	1.30%
Quarter	16	25	400	4000	18mmX6mm	2.70%
Quarter <	20	12	240	2400	15mmX5mm	3.13%
Quarter <	15	12	180	1800	12mmX4mm	2.67%
Small size Ads	10	8	80 <	800<	9mmX3mm	3.38%

** The logo size should not be lesser than the specified above.

Corporate Guidelines for use of logo issued by CREDAI National Annexure : 17

Members are expected to strictly comply with the above in respect with the size of the logo in advertisements placed both in print or electronic media. This should be scrupulously followed without any reduction of the size or any change to the color, fonts, etc. The above table indicates the measurements that the newspapers follow in general and sizes may vary to a smaller extent, but the sizes of the logo should not be reduced. In case of any variation in the size of the advertisement, the size of the logo should not be less than 3% of the total area of the advertisement. The Members are requested to ensure that the variation in the size of the logo is in the aforementioned proportion of the advertisements that are displayed on hoardings, billboards, cutouts etc. Please advise accordingly about these guidelines to your creative ad agency while designing your ads and ensure that the above is followed.

6. The inner creative done in the logo & color palette combination should not be altered for whatsoever reason(s).
7. The color palettes of Primary and Secondary colours have already been provided earlier in the document along with the logo details. Please ensure that there will be no change in the spacing, alignment or relative locations of the design elements of the logo & the same is never rearranged.
8. CREDAI is providing the logos to our members in different formats such as JPG (Joint Photographic Experts Group), PDF, TIFF (Tagged Image File Format), CDR (Coral Draw) and PNG formats, in the enclosed CD/DVD.
9. Please respect the logo and take care to always publish the perfect logo and have a best powerful brand identity.
10. The respective department of our Member Companies or creative agency with proper authorization can get in contact with CREDAI National Secretariat to get the soft copies of these logos, if required.
11. Member Associations are advised to note the following regulations.

Those members who do not follow the above guidelines will be imposed with a fine as below:

- a) For the first non compliance of the above guidelines Rs. 5,000/-
- b) Thereafter for each non compliance of the above guidelines Rs. 10,000/-
- c) In case particular place hoarding is not cured within 7 days, then it will attract additional fine of Rs.10,000/-
- d) The amount of the fine will go to the account of the State Level Member Association.

The above guidelines is issued with the orders of
The President and the Governing Council Board of CREDAI National




VISITING CARD SPECIMEN FOR OFFICE BEARERS

CREDAI National (back to back)

Front


Back

 <p style="text-align: center;">Lalit Kumar Jain President CREDAI NATIONAL</p>	<p style="text-align: center;">CREDAI NATIONAL</p> <p style="text-align: center;">Confederation of Real Estate Developers' Associations of India National Secretariat, 703 Ansal Bhawan, 16 Kasturba Gandhi Marg New Delhi - 110 001, Tel - 011 - 43126262, 43126200, Fax - 011 43126211 Email - info@credai.org, Web - www.credai.org Cell - + 91 98230 22563, Tel - 020-40006000, Email - president@credai.org</p>
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State Level Member Associations (back to back)

Front


Back

 <p style="text-align: center;">C Shekar Reddy President CREDAI ANDHRA PRADESH</p>	<p style="text-align: center;">CREDAI ANDHRA PRADESH</p> <p style="text-align: center;">Member: Confederation of Real Estate Developers' Associations of India State Secretariat, 3-6-432, II floor, Velama House Himayathnagar Hyderabad - 500 029, Tel - 040-2763 1515, Fax - 040-2764 4474 Email - info@credaiap.org, Web - www.credaiap.org Cell- + 91 9966808484, Tel - 040-2763 1515, Email - president@credaiap.org</p>
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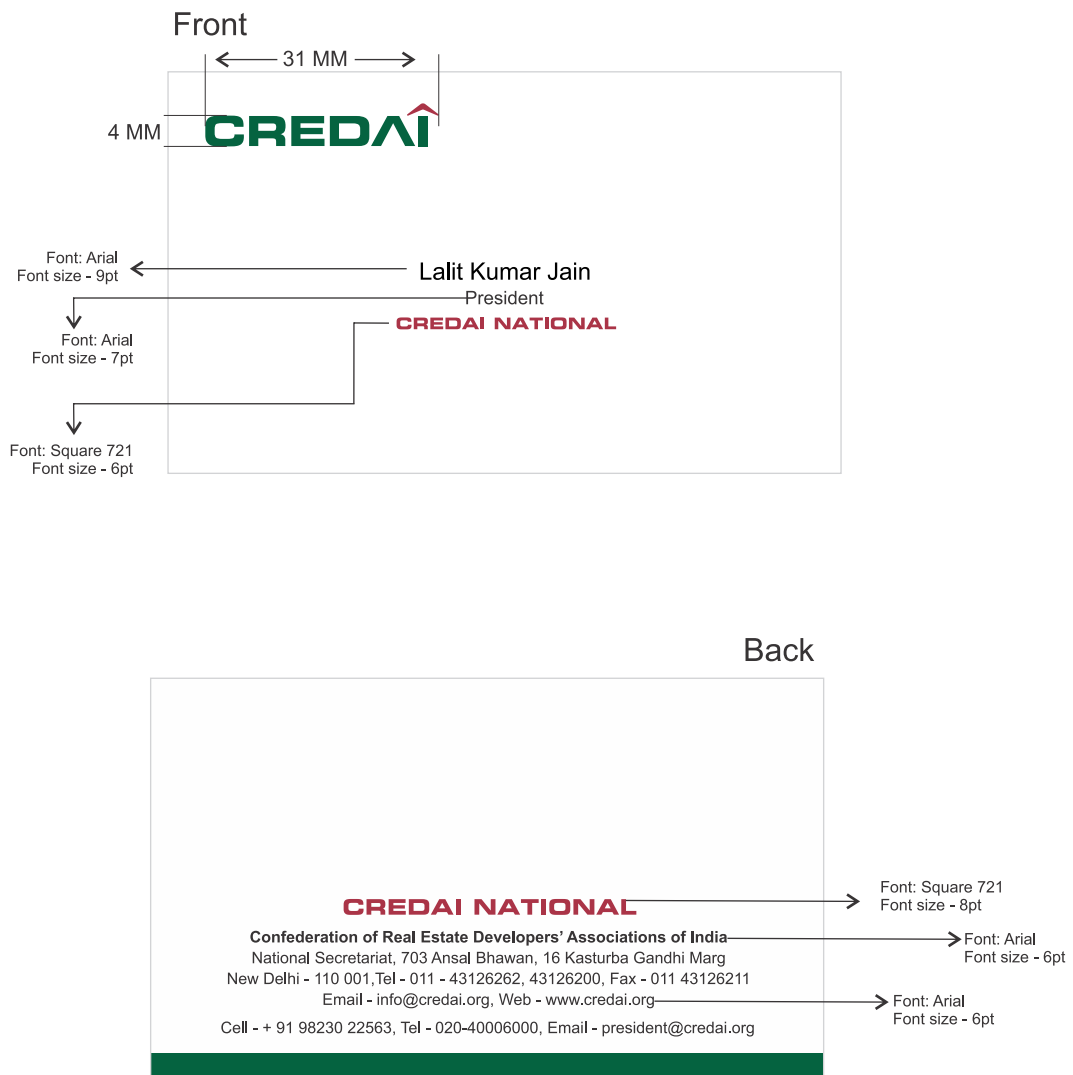
City Level Member Associations (back to back)

Front

Back

 <p style="text-align: center;">S Ram Reddy General Secretary CREDAI HYDERABAD</p>	<p style="text-align: center;">CREDAI HYDERABAD</p> <p style="text-align: center;">Member : Confederation of Real Estate Developers' Associations of India Andhra Pradesh II Floor, SMR House, Plot No. 73, Nagarjuna Hills Punjagutta, Hyderabad - 500 082, Tel - 040-66772288 Email - info@credaihyd.org, Web - www.credaihyd.org Cell- + 91 98480 16696, Tel.- 040-23353722, Email - gensecretary@credaihyd.org</p>
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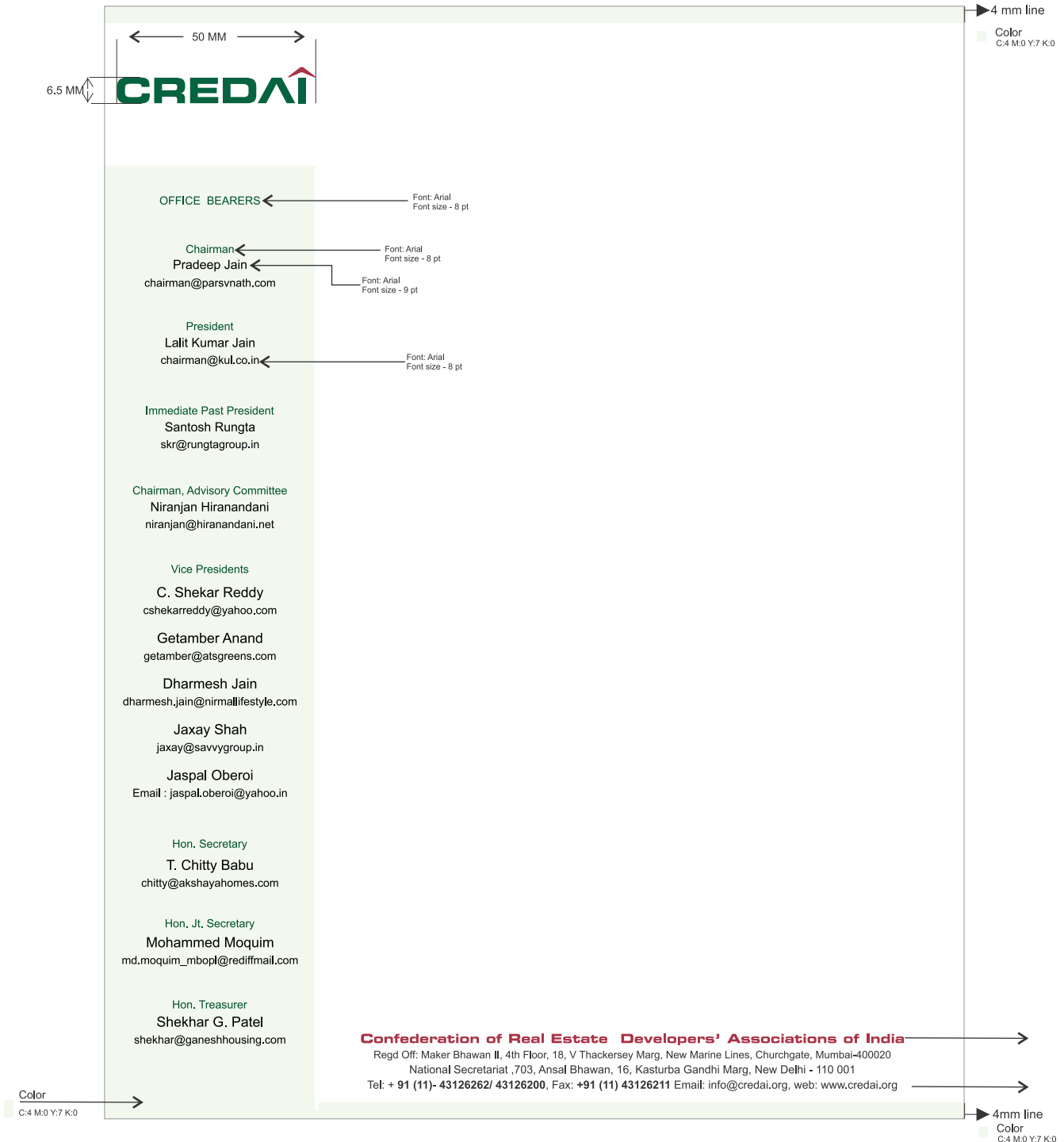
VISITING CARD SPECIFICATIONS



Note: Please note that the size of the visiting card is not actual. This is just to show the font size and other guidelines for developing CREDAI visiting card.

Corporate Guidelines for use of logo issued by CREDAI National Annexure : 17

LETTER HEAD SPECIFICATIONS



Note: Please note that the size of the Letter Head is not actual. This is just to show the font size and other guidelines for developing CREDAI National Letter Head

Check list for Internal Audit Annexure : 18

For Gradation “C” Essential compliance at the first stage of Audit

- 1 Whether Memorandum of Association (MoA) and Article of Association (AoA) have been drafted and approved by the General Body.
- 2 Submission of application for Registration with the Charity Commissioner under Trust Act and Society Act.
- 3 Whether Registration certificate is received.
- 4 If certificate is in the name of Promoters & BuildersCity whether application for change in the name is submitted to the Charity Commissioner.
- 5 Whether Bank Account in the name of Association is opened.
- 6 Whether application has been submitted for Permanent Account Number (PAN) & Tax deduction and Collection Account Number (TAN) registration?
- 7 Whether PAN & TAN is received?
- 8 Whether Associations has applied and got the Service tax registration for various services?
- 9 Whether Accountant and Auditor is appointed for the Association?.
- 10 Whether Election is conducted as per the approved AoA?
- 11 What are the Designations of the Managing committee Members? Are they in conformity with the CREDAI-Maharashtra Manual?
- 12 Whether regular managing committee meetings are called as per the AoA.
- 13 Whether proper Agenda of the meeting is prepared.
- 14 Whether proper communication is made to the members regarding the MCM?
- 15 Whether agenda of the General body meeting is properly communicated to all the members.
- 16 Whether General body meetings are conducted as per the rules of the AoA.
- 17 Whether proper proceeding books are maintained in respect of meetings of the MCM and GB?
- 18 Whether attendance of the members for all the meetings is properly recorded?

For gradation “B” essential Compliance at the 2nd stage of Audit

- 1 Whether Audit of Financial Accounts by the Chartered Accountant is carried out every year?
- 2 Whether Association is Filing of Income Tax Returns regularly?

- 3 Whether GB and MC meetings are recorded?
 - 4 Whether sub-committees of Managing Committee members are formed to address specific issues? Whether they are working as per the responsibilities given to them and minutes of the meetings are kept? Whether their targets and achievements are regularly assessed by the MC members.
 - 5 What is the communication system developed for calling meetings etc.
 - 6 Whether all files, registers are properly stored and listed?
 - 7 Whether Association has established the Grievance Cell
 - a) Whether working procedure of Grievance cell is framed.
 - b) Proper recording of grievances received and disposed off is maintained by the City Association.
 - c) Source of Revenue
 - 8 Whether City Association undertakes - CSR Activities- Branding can be done through such activities
 - 9 What are the sources of revenue generation by the Association?
 - 10 Whether City Association undertakes following activities for the business promotion/ benefits of the members
 - a. Training
 - b. Property exhibition
 - c. Development of website
- Since all this activities involve money transactions, separate accounts and audit is to be done after end of each event.

For gradation “A” essential Compliance at the 3rd stage of Audit

- 1 Does the city Association has its office – rented / owned
- 2 Whether dedicated staff is appointed for day to day working of the Association.
- 3 Whether old records are easily available.
- 4 Whether all files, registers are properly stored and listed ?
- 5 Whether City Association undertakes following activities for the business promotion/ benefits of the members
 - a. Study tour
 - b. Publishing of Bulletin

Since all this activities involve money transactions, separate accounts and audit is to be done after end of each event.

CREDAI Report Annexure : 19

COMPLIANCE AUDIT REPORT - CREDAI PUNE, METRO

PART A

Sr. No.	Particulars	Remarks
1	Whether Memorandum of Association (MoA) and Article of Association (AoA) have been drafted and approved by the General Body.	Memorandum & Articles of Association of the CREDAI, Pune is properly drafted and was made available for inspection. The association in their General Body approved the Memorandum & Articles of Association.
2	Submission of application for Registration with the Charity Commissioner under Trust Act and Society Act.	CREDAI, Pune has filed an application for registration with the Charity Commissioner under the Trust Act, 1950 and Society Registration Act, 1860. Accordingly - (i) the Assistant Charity Commissioner, Pune Region, has issued registration Certificate vide No.F-2079/Pune dated 6 th May 1982. (ii) the Assistant Registrar of Societies, Pune Region has issued registration Certificate vide No.MAH/987/Pune/82 dated 3 rd March 1982.
3	Whether Registration certificate is received.	Yes, the Certificate of Registration is received and available for inspection; issued by the Assistant Charity Commissioner, Pune Region and the Assistant Registrar of Societies, Pune Region Certificate vide No.F2079/Pune dated 6 th May 1982 and Certificate vide No.MAH/987/Pune/82 dated 3 rd March 1982.
4	If certificate is in the name of Promoters & BuildersCity whether application for change in the name is submitted to the Charity Commissioner.	The previous name of the association was The Promoters and Builders Association of Pune. Accordingly, the association has made an application for change of name to CREDAI, Pune Metro to Registrar of Societies as on 16 th September 2012.
5	Whether Bank Account in the name of Association is opened.	The Charity Commissioner then issued the new Certificate of registration vide No.F-2079/Pune dated 16 th September 2012. CREDAI, Pune, Metro have saving bank account with Bank of Maharashtra and Axis Bank.
6	Whether application has been submitted for Permanent Account Number (PAN) and Tax deduction	Application was submitted to the Income Tax Authority for PAN and TAN. The registration numbers of the same are as under - PAN - AAATF2867Q



CREDAI Report
Annexure : 19

Prajo Tungare & Associates
Company Secretaries

	and Collection Account Number (TAN) registration?	TAN -PNEF01235D
7	Whether PAN & TAN is received?	Yes, the same are kept and maintained properly in the office of CREDAI, Pune, Metro.
8	Whether Associations has applied and got the Service tax registration for various services?	Yes. The application of registration of service tax was made to Central Board of Excise and Customs, Ministry of Finance - Department of Revenue.
9	Whether Accountant and Auditor is appointed for the Association?	The Service Tax registration No.AAATF2867QSD001 The CREDAI, Pune, Metro has properly appointed accountant and Statutory Auditors.
10	Whether Audit of Financial Accounts by the Chartered Accountant is carried out every year?	Yes, we have been informed that the accounts are audited every year and submitted to the respective authority in the prescribed period. The audited accounts for the financial year ended 31.03.2014 was made available to us. The statutory audit was conducted by M/s SPCM & Associates, Chartered Accountants, Pune.
11	Whether Association is Filing of Income Tax Returns regularly?	Yes. We have been provided the copy Income Tax Acknowledgement for the financial year ended 31.03.2014.
12	Whether Election is conducted as per the approved AoA?	Yes. We have been informed provided with the copy of AOA, the process mentioned in the said clause has been complied by the Association.
13	What are the Designations of the Managing committee Members? Are they in conformity with the CREDAI-Maharashtra Manual?	Designation of Managing Committee Members are - (i) President (ii) Vice President (iii) Hon. Secretary (iv) Hon. Treasurer (v) Hon. Jt. Secretary and (vi) Committee Members
14	Whether regular managing committee meetings are called as per the AoA.	We have been provided with the CREDAI - Maharashtra manual. The present designation are as per the manual. Yes. We have relied on the signed proceeding book provided to us
15	Whether proper Agenda of the meeting is prepared.	Yes. We have relied on the signed minutes provided to us for inspection.
16	Whether proper communication is made to the members regarding the Managing Committee Meetings	Yes. We have been informed that the meetings of the managing committee were called by sending the e-mails and telephonic communications as per the data available with the CREDAI Pune, Metro.



CREDAI Report
Annexure : 19

Prajot Tungare & Associates
Company Secretaries

	(MCM)?	
17	Whether agenda of the General body meeting is properly communicated to all the members.	Yes. As per the attendance register duly signed by the members of General Body meeting.
18	Whether General body meetings are conducted as per the rules of the AoA.	Yes. As per the AoA provided to us, the rules relating to general body meetings have been complied with.
19	Whether proper proceeding books are maintained in respect of meetings of the MCM and GB?	Yes. We have been provided with the signed proceeding books of Managing Committee Meetings as well as General body Meetings. The same are maintained properly.
20	Whether attendance of the members for all the meetings is properly recorded?	Yes. We have been provided with the signed attendance register of members present for the meetings.
21	Whether GB and MC meetings are recorded?	Yes. The general Body Meetings and Managing Committee Meetings are duly recorded in the proceeding book provided to us.

COMPLIANCE AUDIT REPORT - CREDAI PUNE, METRO

PART B

Sr. No.	Particulars	Remarks
1	Does the city Association has its office - rented / owned	CREDAI, Pune Metro having its owned office situated at Office No. T-1, T-2, T-3, 3rd Floor, Nucleus Jeebhoy Towers, Church Road, Pune - 411 001. We have relied on the Articles of Agreement made at Pune dated 20 th July 2010.
2	Whether dedicated staff is appointed for day to day working of the Association.	Yes. CREDAI, Pune Metro is having total staff of 10 peoples to manage the day to day workings. The designations of the same are as under: (i) Director General (ii) General Manager (iii) Deputy Manager (iv) Assistant Manager (v) Sr. Accountant (vi) Accountant (vii) Admin. Executive



CREDAI Report Annexure : 19

Prajot Tungare & Associates
Company Secretaries

		(viii) Front Desk Executives (ix) (2) office peons
3	Whether sub-committees of Managing Committee members are formed to address specific issues? Whether they are working as per the responsibilities given to them and minutes of the meetings are kept? Whether their targets and achievements are regularly assessed by the MC members.	CREDAI, Pune Metro have constituted sub-committees of managing committee to address specific issues as and when required to address the situation. As informed to us, there are total 17 sub-committees working on various areas to address the activities of CREDAI, Pune Metro. Accordingly, the responsibilities have been delegated to the sub-committees who are reporting the same to the members of managing committee from time to time.
4	Whether all files, registers are properly stored and listed?	Yes. All the required files, registers and proceeding books are properly maintained and the same are classified systematically.
5	Whether old records are easily available.	Yes, the old records are maintained and easily accessible.
6	What is the communication system developed for calling meetings etc.	We have been informed that the communication with the members took place by way of sending the e-mails and telephonic communications as per the data available with the CREDAI Pune, Metro.
7	Whether Association has established the Grievance Cell a) Whether working procedure of Grievance cell is framed. b) Proper recording of grievances received and disposed off is maintained by the City Association. c) Source of Revenue	CREDAI Pune, Metro has maintained a grievances and complaint register since 2005 onwards till date. In the said register the date of receipt of complaint and date of disposing of the complaints are properly recorded. Accordingly, the working procedure of grievance cell is framed recording of the grievances have been disposed off. The register also specifies the source of revenue which will be incurred by the complainer for registering the complaint against the member.
8	Whether City Association undertakes - CSR Activities- Branding can be done through such activities	Various CSR activities have been undertaken by city association. Some of them are pulse polio drive, AIDS awareness programme etc.
9	What are the sources of revenue	There are various sources of revenue generation which includes membership



CREDAI Report Annexure : 19

Prajot Tungare & Associates Company Secretaries

	generation by the Association?	charges, subscription charges, receipts from exhibitions, receipts from the bulletin, sponsorship, seminar receipts and online promotion activities.
10	<p>Whether City Association undertakes following activities for the business promotion/ benefits of the members</p> <ol style="list-style-type: none"> Training Property exhibition Study tour Publishing of Bulletin Development of website <p>Since all this activities involve money transactions, separate accounts and audit is to be done after end of each event.</p>	<p>City Association undertakes following activities for the promotion and development of members i.e. training, property exhibitions, study tours, publishing of bulletin, development of website. Further, after end of each such events, proper recording of all the transactions take place with all the supporting. The same will be audited by the statutory auditor at the time of audit.</p>
11	Good Governance	<p>(i) CREDAI Pune, Metro has received ISO certification 9001-2008 vide registration no.QMS/91/R1642/a.</p> <p>(ii) CREDAI Pune, Metro also maintained well maintained library containing construction related books and such other references.</p> <p>(iii) CREDAI Pune, Metro have well furnished and equipped conference halls to conduct the meetings, seminars and training programmes.</p>



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Prajot Tungare & Associates

(Signature)
Partner

Nitin Kulkarni

Date: 15/01/2015
Pune

CREDAI-PUNE METRO SERVICE RULES FOR THE STAFF

Annexure : 20

H.R.Rules of the CREDAI-Pune Metro as revised and effect from 1st Jan. 2015. are as under :

1) Regular employees:

A regular full-time employee is one who has completed 6 months of probationary period or any extended period and who is regularly scheduled to work 6 days per week. Generally, regular full-time employees are eligible for the Association's benefit package, subject to the terms, conditions.

2) Probationary employees:

A new employee whose performance is being evaluated to determine whether further employment in a specific position with CREDAI-Pune Metro is appropriate is deemed to be on probationary status. When an employee completes the probationary period, the employee will be notified of his/her new status with CREDAI-Pune Metro.

The probationary period for regular full-time employees will be according to the appointment letter. Before the completion of the probationary period, the performance of concerned employee will be evaluated and based on which the services of the employee would be confirmed in the organization. The confirmation of services would be communicated to the employee through a formal letter. However if probation of any employee get extended reason behind it may be non performance or poor quality of etc. in that case probation period extension letter should also be communicated.

3) General :

The job etiquette and standards of conduct for CREDAI-Pune Metro are important, and the Association regards them seriously including sexual harassment at work place. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their own jobs and conducting the Associations' business. It should be noted that, any employee who deviates from these rules and standards will be subject to corrective action, upto and including termination of employment. While not intended to list all the forms of behavior that are considered unacceptable/ zero tolerance at the workplace. The following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment.

- Falsification of timekeeping records
- Fighting or threatening violence in the workplace
- Negligence or improper conduct leading to damage of Association-owned or customer-owned property
- Insubordination or other disrespectful conduct
- Excessive absenteeism or any absence without notice
- Unauthorized use of telephones or other company-owned equipment
- Using company equipment for purposes other than business (i.e. playing games on computers or personal Internet usage)
- Unauthorized disclosure of business secrets or confidential information
- Violation of personnel policies, and unsatisfactory performance or conduct

4) Absence without notice:

When any employee is unable to report to work owing to illness or an accident, then he/she is required to notify his/her manager. This will allow the Association to arrange for temporary coverage of their duties, and would help the other employees to continue work in his/her absence. If the employee does not report for work due to the aforesaid reason and neither the association is notified about his/her status, then it will be assumed after three consecutive days of absence that he/she has resigned, and their services will be automatically discontinued. If the employee becomes ill while at work or has to leave the office for some other reason before the end of the workday, then such situation should be informed to the Manager and check out should be done with the receptionist after the recording the time of leaving.

5) Telephone / Mobile use:

Associations' telephones are intended for the use of serving our customers and in conducting the associations' business and he/she will speak softly to avoid disturbance to others. Personal usage during business hours is discouraged except for extreme emergencies. While in the office, employees should ensure that cell phone should be on silent mode. Such cell phone etiquette ensures that other employees do not get disturbed.

6) Electronic communication and usage policy:

Association provides its employees with Internet access and other electronic communications

CREDAI-PUNE METRO SERVICE RULES FOR THE STAFF

Annexure : 20

services (Facsimiles, computers, voice mail, electronic mail and telephones) as required for the performance and fulfillment of job responsibilities. Employees must understand that this access is meant for the purpose of increasing productivity and not for non-business activities.

Employees must also understand that any connection to the Internet offers an opportunity for non-authorized Employees to view or access corporate information. Therefore, it is important that all connections be secure, controlled, and monitored.

Prohibited Use :

Employees shall not use associations' Internet or e-mail services to view, download, save, receive, or send material related to or including: Promoting discrimination on the basis of race, gender, national origin, age, marital status, sexual orientation, religion, or disability. Threatening or violent behavior, illegal activities, Commercial messages ,Messages of a religious, political, or racial nature ,Gambling ,Personal financial gain, Forwarding e-mail chain letters that include attachments, Spamming e-mail accounts from associations' e-mail services or company machines, Material protected under copyright laws. Use of personal pen drives, CD's etc. unless, authorized by the department head. Sending business-sensitive information by e-mail or over the Internet, Dispersing corporate data to associations' customers or clients without authorization, Opening files received from the Internet without performing a virus scan, Tampering with your company details in order to misrepresent yourself and company to others, Harassment by display of sexually explicit material, Using another employee's machine or account to send harassing mail under their identity, Pranks and acts of sabotage such as deliberately modifying configuration files or programs that can have impact on one or more employees.

Violations:

Violations will be reviewed on a case-by-case basis. If it is determined that an employees has violated one or more of the above use regulations, that employee will receive a reprimand from his or her Manager and his or her future use will be closely monitored. If a gross violation has occurred, management will take immediate action. Such action may result in losing Internet and/or e-mail privileges, severe reprimand, or termination of employment at CREDAI-Pune Metro. Employee sending mail through Associations" account indicates that they have read Association's Internet and e-mail use policy. This

however does not mean that they agree with each and every provision of the policy, however, it does indicate that they will abide by the regulations set forth in the above policy.

7) Office hours :

- i) CREDAI-Pune Metro office is open generally for business from 10:00 a.m. to 6:30 p.m.
All staff members are working 6 days from Monday to Saturday or any time/day considering the exigencies of the work and nobody can deny.
- ii) The office timing for the peon shall be 9 a.m. to 7 p.m.
- iii) The reporting time is 10.00 am and if anybody reports after 10.15 am but before 10.30 a.m. then it will consider as late mark and for 3 late marks one half day will be deducted as without pay and similarly if any one reports after 10.30 a.m. but before 10.45 a.m. shall be considered as late for 0.30 hours and for such 3 late salary for one day shall be deducted.

8) Dress code :

A professional appearance is important anytime that you come in contact with customers or potential customers. Employees should be well groomed and dressed appropriately for our business and for their position in particular. The Associations" dress code is office casuals throughout the workweek. Similarly, while at the Event or Meeting, you are expected to adhere to the dress code specified by the management. In all respects, neat, tidy and professional look is recommended.

9) Lunch period:

Lunch shall before 30 minutes and can be taken generally between 1 and 1.30 pm. However, in case of demands of work, employees are permitted to modify the timing as required.

10) Personal data changes:

It is the responsibility of each employee to promptly notify his or her immediate reporting manager for any changes in personnel data such as:
Mailing address, Telephone numbers/Mobile No., Name and number of dependents, Individuals to be contacted in the event of an emergency
An employee's personal data should be accurate and updated at all times.

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11) Security:

All employees who are issued keys to the office are responsible for their safekeeping. The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that all doors are securely locked, lights, air-conditioners and all appliances are turned off with exception of the lights normally left on for security purposes.

12) Personal effects:

Association assumes no risk for any loss or damage to personal property. Employees are expected to take adequate care for the safety of their personal belongings.

13) Expense reimbursement:

- a) Expenses incurred by an employee must have prior approval by the manager. Such expenses will be reimbursed as per the policy standard.
- b) Local Conveyance:
The present rules for reimbursed of petrol expenses are Rs. 3/- per k.m. for two wheelers and Rs. 9/- per k.m. for four wheelers till they change.

The above will not include travel from home to office and back in the city, you are posted.

14) National and festive holidays:

To ensure compliance with the provisions of the labor legislation and to give employees opportunity to celebrate festive holidays with family, National and festive holidays are announced. The holiday cycle for 'National & Festive' holiday is January 1st – December 31st and they are 10 days.

The holidays for the calendar year are as follows:

- 1) Republic day.
- 2) Gudi Padwa
- 3) Labour day- 1st May
- 4) Independence day
- 5) Ganesh Chaturthi
- 6) Dasara
- 7) Diwali – 4 days.

15) Personal and vehicle advance:

The above facility is available at the discretion of the Management to only those employees who have completed three years of their services with CREDAI-Pune Metro.

Personal advances:

Not more than gross salary of three months and

requires one guarantor. Repayment shall be in 12 equal monthly installments, deductible from the salary.

Vehicle Advance:

Not more than gross salary of three months and requires one guarantor and endorsement on RC books. Repayment shall be in 12 equal monthly installments, deductible from the salary.

16) Leave Policy:

The organization grants leaves to eligible staff members to provide them with the flexibility to meet work and personal needs. Leaves can be used by eligible staff for any reason (e.g. vacation, illness, medical appointments, and personal work) only by prior intimation. All efforts must be made to make sure that the leave has been pre-approved through a formal process and sufficient prior notice has been given to the respective authority. The approval or rejection of the leave however depends on the business situation & project/product deadlines.

Features:

Privilege Leave eligibility: 30 days. Privilege Leave to employee shall be credited at the end of the Calendar year i.e. on 1st Jan. Leave which will be proportionate to the number of days worked by the employee in the previous year.

Availing of leave:

- In case of emergency / sickness the concerned employee/employee's representative must call the concerned manager / HR Department of the absenteeism. On failing to report the leave will be treated as excess leave and will be treated as leave without pay. Doctor's certificate must be submitted to office, if an employee is sick for more than 3 days.
- Unauthorized leave will initiate disciplinary action. Unauthorized leave taken during the Probationary period will result in automatic termination of probationary service. In exceptional cases, the approval of unauthorized leave will be a sole discretion of the Association.
- If an employee takes leaves on both, the last working day of week i.e. Friday/ Saturday and starting day of next week i.e. Monday, all the three days will be treated as leaves. (Will be considered as continuous leave). However this is exempted for the festival holidays declared
- In a year, If the employee wants to cancel an already approved leave, he/she must inform the same to HRD and the concerned manager by email for further action.

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Note:

The Association reserves the right to grant special sick leave in deserving cases. The Casual Leave cannot be joined with PL or vice versa.

Privilege leave can be availed only three times in a year and by submitting leave application prior to seven days of availing the said leave.

Compensatory off:

Guidelines on eligibility, process and entitlements for Compensatory off.

Applicable for all the employees below the level of Managers.

Employee attending office on a holiday.

All attendance record / claim form to be verified by the Manager.

Procedure:

Employee attending office on a holiday (for official purpose only) should fill in the "Comp Off Application". The same should be submitted to Manager one day prior to the day on which the employee would attend office for maintenance of records & performing further action.

- The Employee should clearly mention the reason on the Leave application for which an employee as been asked to attend office on a holiday.
- Compensatory off will not be availed on Monday or Friday. If required to avail on the said days employee has to inform his/her reporting manager 14 days prior to proceeding on leave.

The compensatory off will be credited to the employee's leave balance account based on the number of hours the employee attends office on a holiday.

Up to 4 Hours - 0.5 day of Comp off will be credited.

8 hours and above - 1 day of Comp off will be credited.

All comp off's would lapse as on 31 December of every year.

- The compensatory off rule will not be applicable on staff members attending "Association Training Program Meeting" on a holiday and for all position i.e Managers and above.

Leave without pay (LWP):

If an employee exhausts all his/her eligible annual earned leave for the said period, he/she will be on LWP at 100% of his/her gross salary. LWP also needs the formal sanction of the manager.

Shortfall in notice period (Resignation):

When an employee resigns from the services of the company, and fails to give the notice period as would be mentioned in his/ her appointment letter, the employee will have to pay to the Association at the rate of 100% of his/her gross salary for the number of days of shortfall in notice period. However, the shortfall in notice period at the time of the employee resigning from the services of the Association has to have the approval of the Manager. The waiver of the notice period shall be at the discretion of the management.

In case of employees who are on probation period and resigns then period of notice shall be 7 days.

Eligible Leaves :

All employees are eligible for the following leaves namely:

Annual Earn Leave : 30 days in a year (Leave Cycle: January 01 to December 31) This leave can be accumulated up to 90 days.

Sick and casual Leave : 07 days in a year. This leave can be accumulated up to 21 days.

Maternity Leave: 12 weeks (6 weeks pre and 6 weeks post delivery)

- During the probation period, the employee will not be entitled for any paid leave, except weekly off and declared holidays.
- If the employee resigns from the services during the leave cycle and has taken excess leave over what would be eligible to him/her till that point in time, the excess leave taken be deducted against the final settlement.
- Generally, everyone shall utilize Privilege leave in the same year.

Procedure for availing Annual Earned Leave:

Employees who would be proceeding for annual earned leave will have to give advance notice of 7 days and will have to obtain the sanction of the manager. The respective manager will intimate sanction of leave, after knowing the leave balance of the concerned employee and the project requirement status.

Procedure for availing Maternity Leave:

- Application for maternity leave must be submitted at least 1 month prior to proceeding on leave. The maximum period for which any

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woman shall be entitled to maternity benefit shall be weeks in all whether taken before or after childbirth. However she cannot take more than six weeks before her expected delivery.

- A Medical certificate issued by a registered medical practitioner indicating the likely date of the delivery must be submitted to the Manager.
- In case of miscarriage, 4 weeks of maternity leave is permissible after the event, on provision of a medical certificate indicating the date of the unfortunate event.
- A medical certificate indicating the date of event must support the application for maternity leave and must reach the HRD within three days of a premature delivery.
- Any extension of leave to this effect, the Manager and the concerned Department Head must be informed for further action.
- The Maternity benefits are subject to the provisions of the Act prevail in this respect.

17) Employee performance review and planning:

At CREDAI-Pune Metro, Performance Management is intended to be an ongoing process of communication between the manager and the employee, focused on helping the employee achieve his or her best workplace results.

During Performance Appraisal Association aims following objectives:

To provide direction and clarify performance expectations of employees.

To provide feedback and coaching to the staff member concerning job performance, both what is done well and what needs improvement.

To identify training and professional development needs. To serve as documentation of performance. To serve as data for human resource decisions.

All Association employees should have their performance reviewed at least once in a year. Managers will conduct performance reviews and planning sessions with all regular full-time employees after six months of service.

New employees will be reviewed for conformation at the end of their probationary period. Performance reviews and planning sessions are designed for the manager and the employee to discuss his/her current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, employee and manager can discuss ways in which the employee can accomplish goals or learn new skills.

18) Retention Policy:

In order to retain employees it is necessary to have the retention policy as per the experience there is a major turnover of the employees ranging from 3 months to 12 months. The continuity of employees is most important. Hence following points are considered to encourage employee to continue with the job:

- a) Medical , Hospital and Accident Policies for the employees:

The employee who served for one year he/she shall be entitle for the scheme as under:

- A) Senior officers up to Rs. 5 lac
- B) Middle level up to Rs. 3 lac
- C) Others Rs. 1 lac

b) Revision of remuneration :

Generally Salary revision will take place once in a year. New employees who have successfully completed their probation period will be eligible for salary revision. The revision will be strictly based on performance, as well as achievement of expected goals or targets for specific period. If the performance is lower than expected level concerned employee may not qualify for salary revision.

- c) Road map for the employee with proper designation:

The ladder of growth from the entry level shall be as under:

- Entry level - Administrative Assistant
- 2nd level - Administrative Executive
- 3rd level - Executive officer
- 4th level - Administrative officer.
- 5th level - Asst. Manager
- 6th level - Deputy Manager
- 7th level - Manager
- 8th level - General Manager

- i) Above General Manager the position / designation shall be decided by the Managing Committee as and when needed.
- ii) Uniform and attire allowance for the Peon.

- d) From 5th level (Asst. Manager) on wards employees may be eligible for Telephone, conveyance and medical Allowances.

e) Encashment of earned leave:

Employee is entitled to encashment of balance Earned leave after completion of one year of service in the organization.

f) Rewards/Incentive policy:

For the purpose of the appraisal of the employee at the beginning of every year KRA (Key result

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Areas) shall be define by the Hon. Secretary and the Director General. Following factors shall also be considered while fixing KRAs.

- a) Attendance and Punctuality
- b) Behavior with Superiors/Colleagues/Assistants
- c) Co-operation with Superiors / Colleagues / Assistants
- d) Appearance
- e) Job Responsibility & Accountability(in brief)
- f) Achievements (if any)
- g) Quality, Accuracy & Speed of Work
- h) Approach/Attitude Towards Work
- i) Extra Initiative Taken
- j) Frequency of leave availed in the year

g) Ex-gratia payment :

The amount is payable at the discretion of the management after completion of the year. The ex-gratia in respect of 2,3,4 shall be eligible only

to those employees who are not covered under PF and gratuity benefits.

- 1) Those who completes one year of their services may be eligible maximum of 8.33%
- 2) Those who completes two years of their services may be eligible maximum up to 11%
- 3) Those who completes three years of their services may be eligible maximum up to 14%
- 4) Those who completes above three years of their services may be eligible maximum up to 16%.

All the Staff members are abide by these rules and regulations and violation of them will attract disciplinary action against the concerned.





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Awards & Achievements

i) The Golden Globe Tigers Award 2015 	ii) 7th CIDC Vishwakarma Awards 2015 	iii) Government of India National e-Governance Award 2014-2015 for Use of ICT for Development 
iv) Commendation Certificate for Summit - cum - Awards on Skilling India 2014-2015 	v) Tata Institute of Social Sciences LeapVault CLO Award 2014 for "ON THE JOB TRAINING PROGRAM" 	vi) Financial Inclusion & Payment System (FIPS) Award 2014 in CSR category 
vii) NSDC Award, Best Compliant Training Partner 2014 	viii) Tata Institute of Social Sciences LeapVault CLO Award 2014 for "ON THE JOB TRAINING PROGRAM" 	ix) eIndia Award 2013 
x) Business Innovation Award 2013 	xi) Excellence in CSR Award 2012 	xii) CIDC Vishwakarma Awards 2012 



Parshuram Nayak

being presented Bronze Medal for his Stellar performance in Bricklaying in World Skills Oceania Competition, 2015 New Zealand



Tikam Singh

winning Bronze for his starry performance in skills Wall & Floor Tiling in World Skills Oceania Competition, 2015 New Zealand



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