

**PROPOSED AMENDMENT**

**OF**

**BYE LAWS**

**A. G. WEST BENGAL EMPLOYEES' CO-OPERATIVE HOUSING SOCIETY LIMITED.**

Clause no	Existing Clause	Amended clause
1	In these bye-laws, unless there is anything repugnant in the subject or context. (a) "Act" means the Bengal Co-operative Societies Act 1940	In this Bye-Laws unless there is anything repugnant in the subject or contest. (a) "Act" means the West Bengal Cooperative Societies Act, 2006
	(b) "Rules" means the Bengal Co-operative Societies Rules 1942	(c)"Rules" means the West Bengal Cooperative Societies Rules 2011.
		d) Family means the persons as defined under explanation of Sub-Section 3 of section 16 of the Act and Rules 2 (K).
	Name	Name
	The name of the Society shall be "A.G. WEST BENGAL EMPLOYEES' CO-OPERATIVE HOUSING SOCIETY LIMITED	2(a) The name of the Society shall be "A.G. WEST BENGAL EMPLOYEES' CO-OPERATIVE HOUSING SOCIETY LIMITED"
	TYPE OF SOCEITY	
		2(b) It is a Housing Society of the members , under the Act, which have purchased a consolidated land and divided the same in separate plots for allotment to its members so that individual member can construct unit house on the plot so allotted to him for dwelling purpose of self or members of the family. Common services and amenities shall be provided by the society to all its members who have constructed house.
		Members must undertake the construction of their house within a specific period as decided by the society failing which he shall surrender the plot of land in favor of the society. Provided further that if he does not surrender, it shall be deemed to have been surrendered by him and the price of land as decided by the society shall be refunded to him. The society may re-allot the plot to a new member
3	ADDRESS	ADDRESS
	(a)Its registered address shall be for the present at The Treasury Building, Calcutta-1, Post Office Calcutta-1 Police Station Hare Street, in the district of Calcutta. (b)In the event of any change in the location of the registered office, the notice thereof shall be sent to the Assistant Registrar of Co-operative Societies or to any other officer exerting for the time being the statutory power of the of the Registrar and having territorial jurisdiction over the area of operation of the Society, within a fortnight and circulated to the members too	The registered address of the Society shall be at Block - N, Administrative Building complex, Panchasayar, Kolkata -700094 , Police Station – Panchasayar
4	OBJECTS	OBJECTS
	The object of the Society shall be primarily to establish on co-operative basis, settlement for persons with moderate income, by affording each settled, facilities for owning a house and ultimately to develop, as far as practicable, the settlements so established into self-sufficient communities.	a) The objects of the society shall be primarily i) To provide lands to its members for construction of single dwelling houses for settlement of self and members of the family. ii) To develop, the settlements so established into self-sufficient communities with all facilities / improved services as far as possible with ultimate objective of making this a model co-operative housing society iii) To arrange for maintenance of common services and facilities to the members. iv) To provide support services to fulfill the common need of the members

	In furtherance of the above object the Society shall, in conformity with the Act Rules and Bye-laws have the power to raise funds; to procure land on purchase, hire or lease; to develop, to sell, leave or let out such lands; to purchase or erect buildings; to pull down, repair, alter or otherwise deal with such buildings, to purchase, hold, sell, exchange, mortgage, rent, lease, sub-lease, surrender, accept surrenders of and otherwise deal with lands of its tenants and the buildings thereon and to foster growth of social, religious, re-creative, educational, business and other institutions contributing to the material and moral welfare of its members and generally to do all such other things as are incidental or conducive to the attainment of the above object of the Society.	To fulfill the above object, the Society shall, in conformity with the Act Rules and Bye-laws have the power -To raise funds; -To procure land on purchase, -To hire or lease; -To develop, -To generate additional revenue through utilization of existing resources -To lease and/or let out or license such lands and/or pond or structure in furtherance of the objective of the society -To purchase or erect buildings; -To demolish, renovate ,repair, alter or otherwise deal with such buildings -To hold, exchange, mortgage, rent, lease, sub-lease, -To accept surrender of lease/tenant and otherwise deal with lands of its members/ lessee/tenant and the buildings thereon, if any -To foster growth of social, religious, recreate, educational, business and other institutions contributing to the material and moral welfare of its members and generally to do all such other things including appointment of a consultant/architect as are incidental or conducive to the attainment of the above object of the Society.
5	AREA OF OPERATION	AREA OF OPERATION
	The area of operation of the Society shall be Calcutta	The area of operation of the Society shall be limited to the areas covered under the jurisdiction of Kolkata Municipal Corporation (KMC)
6	MEMBERSHIP	MEMBERSHIP
	Any person above the age of 18 who is an employee of the offices of the A.G. West Bengal or the A. G. Central, Calcutta joining in the application for registration of the Society or subsequently admitted to membership after registration in accordance with Rules and Bye-laws shall be a member of the Society.  Any other person above the age of 18, not employed in the offices of the A.G. West Bengal or the A. G. Central, Calcutta may also be admitted to membership of the Society provided that he is recommended for membership by a member employed in the offices of the A.G. West Bengal or the A. G. Central, Calcutta	(i) Any person above the age of 18 and is a permanent employee of any of the office of the A.G. West Bengal and other Civil Audit offices in West Bengal under Indian Audit and Accounts Department subject to other conditions as envisaged in the Act and the Rules, who is eligible to enter into contract as per law and also Indian citizen and permanent resident of West Bengal.  AND / OR Any other person above the age of 18 and not employed in any of the office of the A.G. West Bengal and other Civil Audit offices in West Bengal under Indian Audit and Accounts Department, subject to other conditions as envisaged in the Act and the Rules, who is eligible to enter into contract as per law and also Indian citizen and permanent resident of West Bengal provided he is recommended for membership by a member (other than defaulter) of the Society. Detailed eligibility criteria may be found under Annexure-A which is part and parcel of the Bye-laws
		(ii) He is a permanent resident of West Bengal or intends to reside in West Bengal permanently within a period of one year from the date of application
		(iii)He has genuine need for housing or additional accommodation
		(iv) He has not entered into any contract with the society in the matter of any work constructional or

		otherwise relating to any project of the society
		(v)The number of members shall not exceed the total number of plots proposed by the society to be allotted to its members. Every member shall be eligible for allotment of one plot or house in the society except otherwise he gets as legal heir.
	Adverse votes of one-third members present at a meeting of the Committee will be sufficient to exclude an applicant from membership. Every application for membership shall be accompanied by an admission fee of Rs.2/-. In cases where the application is refused such fee shall be refunded	(vi)Adverse votes of one-third members present at a meeting of the Committee will be sufficient to exclude an applicant from membership.
	Every application for admission must be made in writing in the form prescribed by the committee for the purpose and signed by the applicant. Such application shall be dealt with by the committee. In case of rejection the applicant shall have a right to appeal to the general meeting.	(vii)Every application for admission must be made in writing in the form prescribed by the committee for the purpose and signed by the applicant. Such application must be accompanied with non refundable application fee of Rs 500/- (Rupees five hundred) only or such fee as may be decided by the committee from time to time. In case of rejection the applicant shall have a right to appeal to the general body meeting in writing.
		(ix) The society shall not admit new members or transfer share of existing member within thirty days prior to the date fixed for holding Annual General meeting.
		(x) Every person intending to become a member shall file an Affidavit before an Executive Magistrate or judicial Magistrate declaring his address, residential particulars, particulars of any plot of bastu land, house or flat owned by him or by any members of his family and other requirements as per format XXVIII A. If such declaration found to be false in whole or in part, it shall be an offence punishable under the Act and membership is liable to be cancelled.
		xii)Two persons can be admitted to the society as joint member(s) which include either of the following:- a)Husband and wife, b)father and son c) father and daughter d) mother and son e) mother and daughter Further it can be extended to the legal heir of the deceased member In case of a joint Member, a single share in joint names shall be issued. Such members shall ordinarily enjoy privilege jointly but voting right shall be exercised by the first named person and he will attend meeting. In his or her absence the other member shall attend the meeting. The joint holders shall be severally and jointly liable for any dues in respect of shares held by them. If the first named joint member gives consent then the second named joint member may contest and/or get elected to the Board of Directors of the Society
		(xiii)In case vacant plot/plot with structure is available through surrender of plot by the outgoing member and society decide to allocate such plot/ plot with structure, the same will be done as per the procedure

		stated in Annexure –A hereto which form a part and parcel of this Bye-laws.
	CONDITIONS OF MEMBERSHIP	CONDITIONS OF MEMBERSHIP
7(a)	Every member must hold at least one share in the Society	Every member must hold at least one shares in the society either singly or jointly with a joint member.
7(b)	Every member holding an ordinary share of the Society must purchase on ready payment or on payment in such installments as may be decided by the Committee, a plot of land allotted to him by the Society or pay in advance for any land to be purchased by the Society and settle on it within such time as may be fixed by the Committee. The time may be extended by the Managing Committee with the approval of the Registrar. Failure on the part of the member to comply with these primary conditions will exclude him from membership and may also lead to the forfeiture of his share money by way of compensation	Every member shall pay such sum as may be decided by the managing committee towards premium of land along with the value of structure if any, for transfer of lease of land and/or structure (if any) allotted to him by the society and settle on within such period as may be fixed by the managing committee. Failure on the part of a member to pay in time will exclude him from membership.
7(c)	Every member shall be bound to pay in addition to rent for the land or to the cost of an apartment flat allotted to him any contribution or levy assessed upon him, for the establishment, growth and development of social, cultural, educational, recreational, sanitary, business and other institutions contributing to the moral and material welfare of the settlement as a whole.	Every member shall be bound to pay any contribution or levy in the shape of maintenance or service charge or any other account assessed upon him by the managing committee for the establishment and the maintenance of the society including security, repairs, renewals and growth and development of social, cultural, educational, recreational and others activities. If any member fails to pay the service and/ or maintenance charges for consecutive three months then such member will be liable to suspension from utilizing facilities extended and or being a member of the society and such member shall not be eligible to exercise the voting right and right to contest any election in the board of directors.
7(e)	Every member shall name in writing a place to be registered as his address and such address shall for all purposes be deemed, unless any change thereof is duly intimated to the Society, to be his permanent address	<p>i) An intending member shall mention his permanent address. Any change thereof shall be duly intimated to the society.</p> <p>ii) Before a member may exercise rights of membership, he shall:-</p> <p>a) Sign a declaration in such form as may be required by the Board undertaking that he shall be bound by the Bye-laws of the Society.</p> <p>b) Sign the Registrar of Members</p> <p>c) Make payment of share money and other dues</p> <p>Requirement of this provision shall be communicated to a member within 15 days of enrolment of membership.</p> <p>(iii) Any allotment (including re-allotment) of a plot of land or land with structure made by the society to its members according to the provisions of Bye-laws shall entitle such member to hold such plot of land/land with structure, as the case be, with such leasehold interest as may be granted under relevant provisions of the Act and registered instrument so made as conclusive evidence for such interest.</p> <p>(iv) A plot of land or a house shall constitute a heritable and transferable immovable property within the meaning of any law for the time being in force whatsoever as per provisions of Bye-laws</p>

	<p>(v) A member shall not be entitled to any leasehold or interest in any plot of land or house until he has made such payments to the society as prescribed towards the premium of such plot or land or land with structure allotted to him / her as per provisions of Bye-laws.</p> <p>(vi) Every member of the society shall be entitled to an undivided interest in the common areas and facilities pertaining to the plot of land in the society Such heritable and transferable property shall not be partitioned or subdivided for any purpose</p> <p>(vii) No member or his / her legal heirs / successors will be able to transfer leasehold interest on full or part of the plot of land allotted to him / /her or building constructed on the said land by way of Agreement for sale, deed of conveyance, Lease ,Sub-lease, license, Power of Attorney ,Assignment or any other means or transfer of property as defined in the transfer of property act 1882 to any person (s) or company(s) or partnership firm (s) or any other legal entity. The surrender/transfer can only be made to the cooperative society who in turn, will find out a suitable alternate member for the said property through a process of set transparent procedure as laid down in the foregoing provisions of the Bye-laws. Thereafter the cooperative society will lease out the said property to the new member as per the prevailing premium as decided by the Co-operative society for the same. After deducting a nominal fees for the above job, legal charges and statutory outgoings necessary for the registration of surrender deed and any other dues to the Society. Balance consideration in full will be paid to the outgoing member or his/her legal heirs / successors by the society.</p> <p>(viii) Membership of a person in the society shall not cease if the member himself or any member of his family becomes owner of any land, house through inheritance and if he still continues to have genuine need of accommodation in the society and encroaching by any means any common area and/or facilities.</p> <p>(ix) Every member of the society in whose favour a plot of land and / or a house along with the plot of land has been allotted shall have the right to use the common areas and facilities for which they are intended without interfering with or encroaching upon the lawful rights of other members in whose favor similar allotment has been made.</p> <p>(x) Every member of the society in whose favour a plot of land and / or a house along with the plot of land has been allotted shall have the right to use the common areas and facilities for which they are intended without interfering with or encroaching upon the lawful rights of other members in whose favour similar allotment has been made.</p> <p>(xi) Every member shall enjoy the common areas like play lot, park, pond external wall, garden, water tank etc. and similar other service areas as would be</p>
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		<p>decided by the general body.</p> <p>(xii)A member shall also enjoy the facilities provided by the society such as security arrangement, other services and facilities as would be decided by the general body</p>
		<p>(f)The members allotted a residential plot will have to construct their respective habitable dwelling house after getting the building plan sanctioned b the Kolkata Municipal Corporation with prior approval/NOC of the Society within two years from the date of Registration of the lease deed. As a guarantee for construction of the house within the stipulated period of two ears they will have to deposit with the Society, along with premium of the plot as the case may be, a sum of Rs.50000/- (Rupees fifty thousand only per cottah as Guarantee Money which will be refunded on construction of dwelling house in habitable condition. The refund of guarantee money will not bear an interest and the same is liable to be forfeited if the above condition of completion of habitable construction within the stipulated time frame of two years is not strictly adhered to unless otherwise such period is extended (not exceeding six months) by the Board of Directors for genuine cause/ compelling situation.</p> <p>It may also be mentioned here that in strict adherence of concerned provisions of West Bengal Co-operative Housing Society Act 2006 and WBCS Rules 2011 with amendments as may be made from time to time , if construction of dwelling house as per NOC of the Co-operative Society and plan sanctioned by the KMC thereof is) not undertaken within stipulated period (now 3years)from the date of possession/ registration of lease deed, the allottee will require to surrender the given plot of land, failing which the same shall be deemed to have been surrendered to the Co-operative Society which may be re-allotted to a new member by the Society. In the matter of deciding the extent of habitability the Society's decision will be final.</p>
8	NOMINATION	NOMINATION
8(i)	A nomination made at the time of applying for membership shall be recorded free of charge but for the recording of every nomination subsequently made or of a revocation of variation a fee of Rs.2/- shall be paid.	A nomination made at the time of applying for membership shall be recorded free of charge but for the recording of every nomination subsequently made or a revocation or variation a fee ofRs.100/- shall be paid
9	DISPOSAL OF DECEASED MEMBER,S SHARE AND INTEREST	DISPOSAL OF DECEASED MEMBER,S SHARE AND INTEREST
9.1	When any member of the society dies, his shares and interest in the society shall, subject to the provision of Sections 50 and 68, be transferred- (a) to the person, if any, nominated in accordance with bye-law No.8(1) or (b) if there is no person so nominated, or if the existence and residence of such nominee cannot be ascertained by the managing committee or if for any unreasonable delay to the person who appears to the committee to be entitled in	When any member of the society dies, his share and interest in the society shall subject to the provision of the Act be transferred – (a) to the persons if any nominated in accordance with bye-law No. 8(1). (b) in case there is no such nominee or if the existence or residence of such nominee cannot be ascertained by the Managing committee, transfer of shares can be made without unreasonable delay to the persons, who is eligible in accordance with the provisions of law to

	accordance with the rule to possession of such share or interest as part of the estate of the deceased member.	possess such shares or interest.
		(d) In case where the nominee is a minor on the date of nomination by a member the member shall have the option of appointing guardian at the same time or at a later date to act on behalf of the minor. The member shall state in the nomination the date of birth of the minor, the member shall have the option of revoking or varying the appointment of guardianship
10	CESSATION OF MEMBERSHIP	CESSATION OF MEMBERSHIP
	A member, all of whose shares have been transferred, repaid, forfeited, cancelled or adjudicated, shall ceased to be a member But membership of the Society shall not ease by retirement, resignation or removal from service	(a) A member of the society shall cease to be a member if – i) He incurs any disqualification in respect of membership as specified in Act, Rules & bye-laws. ii) He fails to accept any allotment of land or house on payment of premium value as specified under Annexure-A from the date of allotment.
		(b) The cessation of membership shall be deemed to be effective from the date when the cause of cessation first arises. Membership of the person shall not cease if he or any member of his family becomes owner of any land or house or apartment by inheritance
		(c) Deposits made by a member of the society towards cost of project, shall in the event of termination of his membership by resignation, expulsion, death or otherwise be refunded to him or his nominee or his legal heir as the case may be within six months of the date of such termination
11	EXPULSION FROM MEMBERSHIP	EXPULSION FROM MEMBERSHIP
	A member may be expelled or may be suspended from the Society by the vote of not less than 2/3 of the members present and voting at a meeting of the Managing Committee of the Society on a motion that in the opinion in the meeting such member has- a) Being a persistent defaulter e) Intentionally done any act likely to injure the credibility of the Society f) damage or otherwise misused the dwelling rented to him from the Society or habitually acted in it in a disgraceful manner or in a manner which has caused serious offence to his neighbors or	A member may be expelled or may be suspended from the Society by the vote of not less than 2/3 of the Board present and voting at a meeting of the Managing Committee of the Society on a motion that in the opinion in the meeting such member has (a) Continues to default of his dues towards maintenance/service charges for more than six months without a break (e) Intentionally done any act prejudicial to the interest of the societies and likely to injure the credibility of the Society (f) Damaged or otherwise misused the dwelling allotted to him by the Society or habitually acted in it in a disgraceful manner or in a manner which has caused serious offence to his neighbors.
	PROVIDED that all cases of suspension, expulsion of removal shall be reviewed by the next general meeting which may either confirm, modify or cancelled the committee's decision	PROVIDED that (a) he has given an opportunity of being heard (b) no resolution of the Board shall be effective unless it is submitted to the Registrar for approval and approved by him. The order of expulsion shall take effect only from the date of communication of the decision of the Board to the concerned members after obtaining the approval of the Registrar The approval or disapproval of the Registrar shall be communicated to the society within a period of six weeks and in the absence of such communication the resolution of the Board shall be



		<p>effective.</p> <p>This power is an exclusive power of the Registrar.</p> <p>All cases of suspension, expulsion or removal shall be reviewed by the general body in the next general body meeting which may confirm, modify or cancel the committee's decision</p> <p>B. When the membership terminates by reason of death, expulsion, resignation insanity or any other cause his possession of or interest in, and land held by him under the society shall vest in his heir, executor and administrator or in the person, if any, nominated by him if such heir, executor, administrator or the person nominated is willing to be admitted as a member of the society and is eligible for membership. If the heir, executor, administrator or person nominated does not become a member of the society the possession of, and interest in the land including structure thereof in any, of the deceased, expelled, resigned or insane member shall vest in the society and the society shall pay to such heir, executor, administrator or person as the case may be, a sum equivalent to the value of land including the structure as determined.</p> <p>C. The value of land/land with structure for this purpose shall be determined by the society as per provision of the Bye-laws read with Annexure-A</p>
12	<p>The committee shall give a member fifteen days written notice of the proposal to expel him</p> <p>(a) member so expelled or suspended shall not exercise the right of membership during the period of suspension</p> <p>(b) within one month of the date of receipt of the notice under Bye-law 13 a member shall be entitled to appeal to the general meeting</p> <p>(c) On receipt of such an appeal the managing committee shall call a special general meeting within 60 days from the date of receipt of the appeal.</p>	<p>The committee shall give a member 15 days written notice of the proposal to expel him. On receipt of his reply the committee pass a resolution expelling him from the membership provided that all such expulsion or removal shall be submitted to the Registrar for approval and shall take effect from the date of communication of the decision of the committee to the member concerned after approval of registrar.</p> <p>In the absence of communication of approval or disapproval from the registrar within a period of six weeks the resolution of the committee shall be effective.</p>
	<p>PROVIDED that if an Annual General Meeting is due to be held within the date, the special General Meeting must be held preceding the Annual General Meeting</p>	<p>A member so expelled shall have a right to appeal to the appropriate authority in the State Govt. for which purpose he will submit a written representation to the State Government within a fortnight from the date of communication of the order of expulsion.</p>
14	<p>WITHDRAWAL FROM MEMBERSHIP</p>	<p>RESIGNATION / WITHDRAWAL FROM MEMBERSHIP</p>
	<p>The committee may allow a member to withdraw from the Society provided such member is not indebted or otherwise liable to the Society or is not a surety and provided that he has given to the Society two month notice in writing of his intention of his withdrawal. But such withdrawal cannot be permitted within one year of his admission as member. Subject to the provision of the Act and the Rules a member so withdrawing, removed or expelled shall have on his share being transferred to some other person qualified in accordance with the provision of Section 68 of the Act, the refund of the value of his share, the value thereof being determined in</p>	<p>(i) When a member intends to vacate/surrender lease of the plot/ house he shall communicate such intention to the board in writing explaining the reasons thereof and intimating the period by which he intends to vacate.</p> <p>(ii) The Managing committee of the Society may allow a member to resign from the Society provided such member is not indebted or otherwise liable to the society or is not a surety for any loan and provided that he has given to the society one month's notice in writing of his intention to withdraw. But such withdrawal can be permitted within one year of his admission as a member subject to the provisions of the Acts and Rules.</p>

	accordance with Section 71 of the Act.	A member so withdrawing shall have right to get the refund of the value of the shares after transfer of the same to some other person qualified in accordance with the provision of the Act and the Rules and the bye-laws.
15	EXTENT OF LIABILITIES OF A MEMBER	EXTENT OF LIABILITIES OF A MEMBER
	The liability of a member shall be limited to the value of the shares held by him The liability of a past member and of the estate of a deceased member for the debts of the society as they existed at the date of his ceasing to be a member or of his death as the case may be, shall continue for a period of two years from the said date.	(i) The liabilities of a member for the debts of the society and other dues shall be limited to the value of the shares held by him..  The liability of a past member and of the estate of deceased member of the debts of the society as they existed on the date of ceasing to be member or his death, as the case may be shall continue for a period of five years from the said date and till finalization of the legal proceedings, if any started within the period of 5 years. The legal heirs of the deceased member shall be liable to the extent of the estate inherited by them and such debts are recoverable from the legal heirs. Where a co-operative society is directed to be dissolved under section 107 of the act within the period of 5 five years as aforesaid such liability shall continue until the proceedings for dissolution of the society are completed by the liquidator. (ii) The cost of maintenance, repair, or replacement of common areas and facilities, as decided by the society, shall be equally apportioned amongst its members. Common area shall mean ,external wall, lawn, garden, playground, water tank, boundary wall, , security room, generator room, firefighting tank and similar other service areas as would be decided by the general body
		Facility shall mean water supply arrangement in common areas, security arrangement, intercom arrangement, generator arrangement, the lighting arrangement and similar other facilities as would be decided by the general body.
16	FUNDS & INVESTMENTS	FUNDS AND INVESTMENTS
	To carry on its works, the society shall be at liberty to raise funds in any or all of the following ways: (a) by sell of share (b) by raising loans including by way of cash credit, floating debenture and loan stock (c) by accepting deposits (d) by receiving donations and (e) by accepting salami and premium PROVIDED that the borrowing capacity shall be fixed annually by the general meeting and in no case shall exceed the limit fixed by the rules (rule 68).	The society may create fund as per provisions of acts and rules subject to decision of the board of director in the board meeting. a) Issue of shares b) Receipt of admission fee c) Deposit from members for development of common facilities of its members d) Loan from bank and other agencies (borrowing capacity shall be fixed annually by the general meeting and in no case shall exceed the limit fixed by the rules.) e) Receipt of service charges and maintenance cost from members f) Receipt of transfer fee, g) Receipt of Earnest Money from Contractors and others h) Receipt of donations i) Receipt of contribution towards cost of land or house j) Receipt of contribution for development / repair k) Through utilization of the existing resources

		<p>l) Realising rents and license fees by letting out office space, community hall and other facilities.</p> <p>m) Such other measures approved by the Board for augmenting income of the Society without infringing the main objects of the Society.</p>
17	<p>The society may invest-</p> <p>(a) with the Government Savings Bank</p> <p>(b) in any of the securities specified in Section 20 of the Indian Trust Act 1882 or</p> <p>(c) with any bank or person carrying on the business of banking approved for this purpose by the Registrar</p> <p>(d) in any other mode permitted by the Rules.</p>	<p>The fund of the society not invested or applied in its activities may be deposited as under:</p> <p>a) In a nationalized bank.</p> <p>b) In any security specified in section 20 of Indian Trust Act</p> <p>c) In the share of debenture or security of any other security,</p> <p>d) In the West Bengal State Cooperative bank Ltd</p> <p>e) In such other manner permitted by Act and Rules.</p>
		<p>(ii) The Funds of the society may be applied in :</p> <p>a) Making investment for construction work and other purposes, payment to the creditors, settlement of bills.</p> <p>b) Paying establishment and contingent charges, interest, bonus, audit fee and other working charges</p> <p>c) Creation of statutory and other fund</p> <p>d) Paying honorarium etc</p> <p>e) Paying for the purposes incidental and conducive to the attainment of the objectives of the society</p>
		<p>(iii) The society may invest or deposit its reserve fund and bad debt fund as per provisions of Cooperative societies Act and Rules. The society may with the prior approval of the general body and on such condition as it may impose, use reserve fund in its business</p> <p>a) Up to one fourth of its reserve fund, when the owned capital is less than the borrowed capital.</p> <p>b) Up to one half of its reserve fund, when the owned capital is equal to or exceeds the borrowed capital,</p> <p>c) The entire amount of reserve fund, when there is no borrowed capital</p> <p>4) The society shall utilize bad debt fund in its business if it has no liability in the form of bad debt certified by the audit officer.</p>
	SHARES	SHARES
20	<p>Full value of share or shares shall be payable within 15 days from the date of allotment or by such installments as may from time to time be fixed by the committee.</p>	<p>Full value of share or shares shall be payable within 15 days from the date of allotment as may from time to time be fixed by the committee for the plot of land / building</p>
25	<p>A member shall be entitled to a share certificate under the common seal of the society specifying the share or shares held by him. Such share certificates shall be signed by the Chairman or Vice-Chairman, Secretary and a member of the committee. If such a certificate is worn out or lost it must be renewed on payment of Re.1/- only.</p>	<p>A member shall be entitled to a share certificate under the common seal of the society specifying the share or shares held by him. Such share certificates shall be signed by the Chairman or Vice-Chairman, Secretary and a member of the committee. If such a certificate is worn out or lost it must be renewed on payment of Rs.100/- only.</p>
26	TRANSFER OF INTEREST	TRANSFER OF SHARE OR INTEREST
	<p>Shares may, with the approval of the managing committee, by an instrument in writing and in such form as the managing committee may determine, be transferred to another member who is eligible for membership and whom the managing committee is willing to admit as a</p>	<p>A. Share of a member may be transferred only by the approval of the Board of Directors to another person who is eligible for membership and where the Board of Directors is willing to admit him as a member. The transfer shall not be completed and the transferor shall be deemed to remain the holder of the share</p>

	<p>member. The transfer is not complete and the transferor shall be deemed to remain the holder of the share until the transferee is admitted to membership and his name is entered in the register of members. In case a member is indebted to the society no such transfer or change of the shares shall be permissible except for the purpose of adjustment of or payment towards the outstanding debts to the extent of the face value of the shares.</p>	<p>until the transferee is admitted as member and his name is entered in the register of member.</p>
		<p><b>B. TRANSFER OF PLOT / HOUSE AND LETTING OUT OF HOUSE</b></p>
26		<p>i)A member shall not sell, assign, mortgage, encumber in any way or part with or otherwise dispose of any of his/her leasehold right and title of tplot of land including construction leased out to him/her except to the Society and except in accordance with the terms and conditions of the lease deed that gives him/her such right. However, in case the member wants to create a mortgage over the said plot of land for raising loan from any other source other than the Society for the construction on building thereon, the member will be allowed to do so subject to the written consent of the Society previously had and obtained. The procedure for allotment of a plot of land and/or plot with building will be such as laid down in Annexure-A hereto which is to be treated as part and parcel of these Bye-laws. (ii)No member of the society be allowed to let out his house except under certain circumstances as specified in the Section 93 of the Act. For letting out the house the member shall observe the formalities sub-rule (3) of section 93. If a member's relative or the tenant has been misusing the house occupied by him in the society, in such a manner which is objectionable on the ground of security, moral decency and public order or has been habitually acting in a manner which in the opinion of the society, has caused serious nuisance to any other member, relative or tenant, the society shall withdraw the written consent and shall ask the relative or the tenant to vacate the house within thirty days from the date of decision of the society and the member shall take all steps for restoration of his house from the relative or tenant, as the case may be. In the event of letting out of a house by the member, the society may realize a tenancy charge at the rate of 10% of the monthly rent from the tenant per month</p>
		<p><b>C. RESTRICTION OF TRANSFER OF POSSESSION OF,AND INTEREST IN LAND HELD UNDER THE SOCIETY</b></p>
		<p>(i)A member of the society, the object of which is the reclamation or acquisition of land and leasing thereof to its member shall not be entitled to transfer his possession of or interest in any land held by him / her under the society except to the society.</p>

		(ii) When the membership terminates by reason of death, expulsion, resignation insanity or any other cause his possession of or interest in, and land held by him under the society shall vest in his / her legal heir, executor and administrator or in the person, if any, nominated by him if such legal heir, executor, administrator or the person nominated is willing to be admitted as a member of the society and is eligible for membership. If the legal heir, executor, administrator or person nominated does not become a member of the society the possession of, and interest in the land including structure thereof if any, of the deceased, expelled, resigned or insane member shall vest in the society and the society shall pay to such heir, executor, administrator or person as the case maybe, a sum equivalent to the value of land including the structure as determined by the Society.
28	Upon each transfer of any share there shall be paid to the society a fee of Re.1/- only.	(i) Upon each transfer of any share there shall be payment to the society a fee of Rs.20/- only
		ii) When the society has to make a refund of share, the value of share shall be deemed to be equal to the amount paid upon the share. Where a portion of the assets is estimated to be bad or doubtful in the last audited Balance Sheet and is not covered by funds created out of profits, the Board may for the purpose of such payment reduce the value of the share in the same proportions as the aggregate amount of assets which are not bad or doubtful, less the amount of outside liabilities, bears to the share capital. Where a transfer of share or interest is made, the value of the share or interest shall be deemed to be the sum actually paid by the member for the acquisition of such share or interest. Where a member of the society is expelled or resigns or dies, his share or interest in the capital of the society shall be transferred to a person qualified to be a transferee of such share or interest as per Act and the value thereof shall be paid to him after deducting their dues if any.
29	<b>CHARGES AND SET OFF IN RESPECT OF SHARES, DEPOSITS, ETC. OR INTEREST OF MONEY AGAINST THE DUES OF THE SOCIETY</b>	<b>CHARGES AND SET OFF IN RESPECT OF SHARES, DEPOSITS AND INTEREST OF AGAINST THE DUES OF THE SOCIETY</b>
	The society shall have a charge upon the share of a member, a past member or a deceased member and upon any dividend, bonus or profit payable to a member, past member or the estate of a deceased member in respect of any debt dues from such member or past member or the estate of a deceased member of the society and subject to the provisions of Section 69 to 73 of the Act and of the Rules and bye-laws may set off any sum credited or payable to a member, past member or to the estate of a deceased member in or towards the payment. Share capital of a member may be adjusted against the debt to the society (the term debt includes rent, due on lease) when the amount due on account of loan or rent will have been reduced to	The society shall have a charge upon the shares or interest in the capital and deposits of a member and amount payable out of profit to member or past member or to the estate of a deceased member on account of any debt due to it by such member. The society may set off any amount credited or payable to a member or past member or the estate of a deceased member towards payments of any debt as referred above. Where a member, after his entitlement to title or leasehold interest in any land/ land with structure, continues to default payment to the society for a period of more than six months, the board may take steps for recovery of the dues as laid down in the Act.

	the extent of the share capital of the member concerned. In case of default by a member in payment of rent on lease or installment on account of loans such share capital may be forfeited to the society at the discretion of the committee.	
32	REPAYMENT OF SHARE MONEY, LOANS, DEPOSITS, ADVANCE etc	REPAYMENT OF SHARE MONEY , LOANS,DEPOSITS , ADVANCES
	Subject to the payment of or a sufficient provision for all subsisting claims on the society the committee may from time to time apply the money which in their opinion they cannot profitably invest for the purpose of the business of the society or the benefit of the members in paying off pro rata the loans stock for the time being outstanding.	Subject to the payment of or a sufficient provision for all subsisting claims on the society the committee may from time to time apply the money which in their opinion they cannot profitably invest for the purpose of the business of the society or the benefit of the members in paying off the loans for the time being outstanding.
33	RAISING OF LOAN BY THE SOCIETY	RAISING OF LOAN BY THE SOCIETY
	a) The Committee may from time to time obtain loans and advances of money for the purpose of the society from any person whether a member of the society or not or from any organization with or without security, upon such terms and conditions as they may think fit, provided that the interest shall not exceed 7% per annum, without the sanction of the general meeting and the approval of the Registrar. (b)A separate register shall be kept of all mortgages an charges on any land of the society.	The Board of Directors may from time to time obtain loans and advance for the purpose of the society upon such terms and conditions as they may think fit. The society may incur by way of loan from any other Cooperative Society/Government or other Government undertaking financing institution against adequate security irrespective of the amount of paid up share capital and reserve fund invested outside the business of the society
	(c) Any bound of the society may be made of specific charge upon any land of the society specified therein or in any schedule annexed thereto	
34	Loan stock may be issued by the Committee to members and other persons, singly or jointly, subject to the following conditions, namely: (a) The stock shall be payable by installments or otherwise as may be fixed from time to time prior to the issue thereof by the committee. (b) It shall carry interest (payable half yearly) at such rate not exceeding 7 percent per annum as may be fixed from time to time prior to the issue thereof by the committee. (c) It shall not confer a right to demand payment of principal from the society unless the interest aforesaid is in arrear for two consecutive years or in the event of the liquidation of the society. (d) It shall be secured by certificates of indebtedness under the hands of the Chairman or Vice-Chairman, two members of the committee and the Secretary stating the amount of loan stock standing to the credit of the respective holders. (e) The committee shall keep a register of the holder of loan stock for the time being. (f) If any stock stands in the name of two or more persons, the person first named in the register shall, as regards receipt of interest, service of notice and all or any other matter connected with the society, unless otherwise determined by the	Omitted

	committee under a resolution, be deemed the sole holder thereof.	
35	ISSUE OF DEBENTURES	ISSUE OF DEBENTURES
	The society may issue debentures for sums of Rs.50, Rs.199, Rs.250, Rs.500 and Rs.1000 for varying periods, not exceeding 30 years from the date of issue subject to such conditions as to periods, rates of interest etc. as the Registrar may determine within the above period. The society shall reserve the right to call in any debenture at any time after giving not less than three months' notice by repaying the value of debenture for which it was issued together with interest due thereon to the date of repayment.	Omitted
36	The total amount of debentures actually in circulation must not at any time exceed two-third of the total amount of asset secured upon undischarged mortgages held by the society.	Omitted
37	The debentures should be signed and executed by three members of the board of whom the Chairman shall be one. The society shall have a special seal for use in the case of debentures and the seal shall remain in the safe custody of the Chairman.	Omitted
38	Debentures which by reason of marks, damage or strain have become unfit for circulation provided however, that essential marks of genuineness and identity are still recognizable, especially the number, the amount, the rate of interest, the date of signature of the authorized executing officer or the committee, will be replaced at the request of the holder on giving up the damaged or defaced debenture. Other debentures when, in the opinion of the	Omitted
	committee, the fact of destruction is proved without any doubt or uncertainty, when such proof is not produced or where in case of damage, the essential mark on the debentures are not recognizable, as well as in all cases in which the debenture has been stolen from the owner or has been in other ways mislaid, a new debenture will only be issued at the cost of the owner when the missing debenture has been previously advertised for by the latter and its unnlity legally declared.	
39	If a debenture, in respect of which notice of redemption has been given is not given within one month on the expiry of the terms, the holder shall have no claim for interest accruing after the expiry of the term.	Omitted
40	The committee shall appoint a trustee if called upon by the Registrar to o so, who may be the Registrar himself or someone selected by him, and whose duty shall be to see that the society fulfill its obligations to debenture-holders. When a trustee has been appointed, the society shall also on the requisition of the Registrar, transfer to the trustee, its rights in the mortgage, on the security of which debentures are issued. The trustee shall have the	Omitted

	power to require the society to credit to an account opened in his name in any bank approve by the Registrar all recoveries from members of the society under any of the mortgages, whether on redemption or on sale, to give direction about investment of funds	
	and to proceed against the society or the mortgage or whose mortgage deeds have been transferred to him or against both in case of default or payment of money due to the debenture-holder.	
41	GENERAL MEETING	GENERAL MEETING
	A general meeting of members to be called the annual general meeting shall be held within 15 months or such time as Registrar may direct from the date of registration of the society and thereafter as provided in section 21 of the Act.	<p>The General body of the society shall ordinarily consist of all the members. This body shall exercise powers of the general body in a general meeting.</p> <p>Subject to the provision of the act the final and ultimate authority of the society shall vest in the general body of its members or delegates or representatives assembled in a general meeting. The society shall hold an Annual General Meeting of its members in every cooperative year during the period of April, May and June as provided in section 29, of the Act. It is to be convened in accordance with the fixed programme mentioned in the Act. A half-yearly general meeting of the society shall be called at any time after six months but within eight months from the date of last Annual General Meeting for the following purposes:</p> <ol style="list-style-type: none"> <li>To review the activities of the society on the basis of report placed by the board.</li> <li>To consider audit report.</li> <li>To review financial position on the basis of provisional accounts</li> <li>Any other item as specified.</li> </ol>
42	POWERS OF GENERAL MEETING	POWERS OF GENERAL MEETING
	The general meeting shall examine the working of the society and in particular the work of managing committee and shall scrutinize and pass its annual budget and shall be competent to take all steps that may be considered necessary in the interest of the society.	(i)General meeting of the society shall examine, in addition to those mentioned in section 29, the annual report regarding workings of the society and, in particular, the workings of the board and shall be competent to take all steps that may be necessary in the interest of the society.
		(ii)Resolution at a meeting shall be decided by a majority of votes and if the votes be equal the matter shall be decided by the casting vote of the chairman of the meeting
43	<p>DUTIES OF GENERAL MEETING</p> <ol style="list-style-type: none"> <li>To frame bye-law for the society or to ad from or to alter or rescind the.</li> <li>To elect the members of the managing committee, auditor and other officers (except those whose appointment is vested in the committee) and determine their remuneration (if any).</li> <li>To receive from the committee a report on the preceding year's working of the society together with statement showing the receipt and expenditure, assets and liabilities and profit or loss for the year and to declare dividend on share, if necessary,</li> </ol>	<p>BUSINESS IN A GENERAL MEETING</p> <p>The business of the Annual General Meeting shall be –</p> <ol style="list-style-type: none"> <li>Confirmation of the proceedings of the last half-yearly and annual and special general meeting, if any</li> <li>To frame bye-law for the society or to amend the same.</li> <li>Election of directors if any provided that such election shall be held once in every five cooperative years. After the constitution of election commission, such election shall be held in an annual</li> </ol>



	<p>provided the general meeting shall have no power to increase the rate of dividend recommended by the committee, but shall have power to reduce it.</p> <p>(4) To consider the audit memorandum and any other communication from the Registrar.</p> <p>5) To perform such duties laid upon the society in these bye-laws as may from time to time.</p> <p>(6) To consider any other business laid before it by the committee of which notice shall have been given to the committee not less than 15 days before such meeting.</p> <p>(7) To frame building regulations for the members of the society or to add to them or to alter or rescind them whenever necessary.</p> <p>8) To determine the maximum borrowing capacity of the society</p>	<p>general meeting or a special general meeting under the provisions of section 29 and 31 of the Act</p> <p>(4) Appointment of auditor and other officers (except those whose appointment is vested in the committee) and determine their remuneration (if any).</p> <p>(5) To pass the annual budget and programme of activities</p> <p>6) Consideration of the annual report prepared and presented to the board.</p> <p>(7) To receive from the committee a report on the preceding year's working of the society together with statement showing the receipt and expenditure, assets and liabilities and profit or loss for the year.</p> <p>(8) To consider the audit memorandum and any other communication from the Registrar.</p> <p>(9) To perform such duties laid upon the society in these bye-laws as may from time to time.</p> <p>(10) To consider any other business laid before it by the committee of which notice shall have been given to the committee not less than 15 days before such meeting.</p> <p>(11) To frame building regulations for the members of the society or to add to them or to alter or rescind them whenever necessary.</p> <p>(12) To determine the maximum borrowing capacity of the society</p>
44	VOTING IN A GENERAL MEETING	VOTING IN A GENERAL MEETING
	<p>At a general meeting all question shall, subject to any special direction in the Act, the rules or those bye-laws, be decided by simple majority of those present and voting, the voting being by show of hands. The Chairman shall have a casting vote in addition. Each member shall, notwithstanding the amount of his interest in the capital, have one vote only as a member in the affair of the society.</p>	<p>A.i) Every member of the society shall have one vote on any matter that is put to vote in the affairs of the society in meeting. Every member of the society shall cast his vote in person.</p> <p>In the case of equality of vote in meeting, the chairman shall have second vote.</p> <p>(ii) Where two persons are joint members of the society, the first named joint member or in his/her absence, the other joint members may attend the meeting of the society and shall have right to vote at such meeting.</p> <p>Both the joint members shall not attend the meeting at a time.</p>
		<p>(iii) All voting except in the case of election shall be by show of hands. For the purpose of election a 'poll' or a vote by ballots shall be held if demanded by at least 20 percent of members as on the date of notice of such election. A vote by ballot shall be taken in such manner as the election officer or the board in absence of election officer may decide.</p> <p>(v) A member shall have no right to vote from outside the premises of the meeting by post or any of his authorized person or by proxy or by any other manner such as by way of circulation.</p>
45	<p>SPECIAL GENERAL MEETING</p> <p>Special general meeting be convened at any time by a majority of the members of the managing committee and shall be called at the instance of the</p>	<p>SPECIAL GENERAL MEETING</p> <p>A special general meeting of the society may be called at any time for the following reasons.</p> <p>a) Where the board decides to call a special general</p>

	<p>Registrar or from persons as authorised by the Registrar or upon requisition signed by the members of the society in accordance with the provisions of the Act and the rules and shall be held within one month of the receipt of such order or requisition and at the place and time of the general meeting of the society unless the committee fix any other place or time of meeting. A special general meeting shall not transact any business other than that mentioned in the notice convening the meeting. The holding of these meetings shall always be subject to the provisions of the Government Rules and At; Provided that no matter disposed of by a general meeting or special general meeting till after the lapse of 6 months from the date on which the subject was last disposed of, without the permission of the Registrar.</p>	<p>meeting on urgent matter or within provision of Section 29.</p> <p>b) Where at least one-third of the members of the society place before the board a requisition in writing for discussion and decision on a specific subject including a call for adoption of resolution in a special general meeting for no confidence against the board or list reconstitution before the expiry of the full term of five years.</p> <p>( c ) The secretary or any other director of the board shall call the special general meeting within two months from the date of requisition of the members. The failure on the Board to call special general meeting, the Registrar shall call such meetings</p> <p>When a resolution in a special general meeting is passed for dissolution of the board and its reconstitution, a subsequent special general meeting shall be called within two months from the date of adoption of such resolution for the purpose of election of a new board.</p> <p>The board constituted above shall function till the expiry of the remaining period of the total term of five years</p> <p>If the remaining period is less than six months, such election shall be held within the period scheduled to be held as mentioned in sec 29 of the act and all members of the dissolved board shall not be eligible to be elected to the new board.</p> <p>A special general meeting called on requisition shall not be adjourned but be dissolved. No business other than that specified in the agenda or notice shall be considered in the meeting.</p>
46	<p style="text-align: center;"><b>SERVING OF NOTICE OF MEETING</b></p> <p>Notice convening general meeting shall state the time and place thereof and the officers, if any, to be elected thereat at the purpose for which it is being convened and shall be posted or sent to the registered address of the members in the case of the annual general meetings no less than 10 days before the date of the meeting and in the case of a special general meeting no less than 5 days before the date of the meeting, unless in the case of an emergency the committee unanimously direct shorter notice to be given. No general meeting shall be invalidated by the non-receipt of any notice thereof by any member</p>	<p><b>A. SERVING OF NOTICE OF THE ANNUAL, HALF YEARLY AND SPECIAL GENERAL MEETING</b></p> <p>(i) Annual general meeting, half-yearly general meeting, special general meeting shall be convened by the secretary or any other officer authorized by the board in accordance with the direction of the board</p> <p>(ii) All notices of the meeting stating the place, date and hour of the meeting together with the statement of business to be transacted at it, shall be sent to every member not less than twenty one days before the date of the meeting.</p>
		<p>(iii) Any accidental omission to give notice to any member or non-receipt of the notice by any member shall not invalidate the proceedings of meeting.</p>
		<p>(iv) Every member shall be taken to have due notice of every meeting, resolution or other matter of which notice is required by the rules Bye-laws, of the society to be given, if the same is made known by posting or sending a notice to the registered address of such member.</p>

47	<p><b>ANNOUNCEMENT OF A GENERAL MEETING</b>  No business shall be transacted at any general meeting, except for the adjournment of the meeting, unless a quorum of members is present at the time when the meeting proceeds to business, and a quorum for any general meeting shall be one-fifth of the total number of members of the society subsisting as such on the date of notice of the meeting.</p>	<p><b>QUORUM OF ANNUAL, HALF YEARLY OR SPECIAL GENERAL MEETING</b>  The quorum of Annual General Meeting or half-yearly or special general meeting shall be one fifth of the total number of members subsisting on the date of notice of the meeting.  No business shall be transacted at any meeting unless there is quorum and the meeting shall be adjourned</p>
48	<p>If within half-an-hour after the time appointed for the meeting a quorum is not present, the meeting, if convened upon requisition of the members shall be dissolved.  In any other case the Chairman shall postpone the meeting ordinarily to the same day in the next week at the same time and place. If at such adjourned meeting a quorum be not present these members who present shall be deemed to be a quorum and may do all such business propose to be done by the original meeting</p>	<p>(i) If within half-an hour from the time appointed for the meeting a quorum is not present, the meeting shall be adjourned ordinarily to the same day in the next week at the same place and time.  (ii) The meeting adjourned for lack of quorum, shall not be adjourned for the second time. The business to be transacted in the adjourned meeting shall be the same as in the agenda of the general meeting and no fresh notice is necessary for such adjourned meeting. No quorum shall be necessary at an Annual, Half-yearly or Special General meeting which had been adjourned for the lack of quorum earlier.</p>
49	<p><b>CHAIRMAN OF GENERAL MEETING</b>  The Chairman or in his absence, the Vice-Chairman shall preside over every general meeting of the society till the general meeting elects its own Chairman. If at a meeting the Chairman and the Vice-Chairman be not present the members present shall elect one from amongst themselves to be the Chairman of the meeting.</p>	<p><b>CHAIRMAN OF A GENERAL MEETING AND ITS PROCEDURE</b>  Chairman or in his absence the Vice-Chairman shall preside over annual or special general meeting or half yearly general meeting and in the absence of the both, one of the directors in the managing committee shall preside over meeting as Chairman and in absence of any of the directors of the managing committee, the members present shall elect one from amongst themselves to be the Chairman of the General body meeting.</p>
50	<p>The Chairman may, if he thinks necessary, with the consent of the meeting, adjourn any meeting from time to time and from place to place, but no business shall be transacted at an adjourned meeting other than the business left unfinished at the meeting of which the adjournment took place.  When a meeting is adjourned for two- one days or more, notice of the adjourned meeting shall be given as in the case of an original meeting. Save as aforesaid, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.</p>	<p>i)Where there is no board or cannot function for any reason the members present shall elect one from amongst them to be the Chairman of the meeting.  (ii) The Chairman shall maintain order in the meeting. He shall conduct the proceedings in such manner as may be conducive to expeditious and effective disposal of business and shall decide all points of order and his decision there on shall be final. Chairman may direct any member to withdraw and shall not participate in the deliberations of the meeting and shall not be entitled to vote without the permission of the Chairman. In the event of disorder, the chairman may adjourn the meeting to a date not later than one month from the date of adjournment. He shall declare simultaneously in the meeting the venue and time of adjourned meeting and the remaining agenda to be discussed in such meeting. Notice for such meetings shall be issued only to the absentee member and shall also be fixed in the notice board of the society.</p>
		<p>(iii)Where the business of the general meeting cannot be completed in course of one sitting, the</p>

		meeting shall be adjourned by the chairman to the same day in the next week at the same place and time. No Notice for the adjourned meeting is required to be issued.
51	<p><b>MINUTES OF THE GENERAL MEETING</b></p> <p>The society shall call minutes of the proceeding of general meeting to be entered in a book kept for the purpose. The minutes shall contain the names of the members present and the resolutions and the proceedings of the meeting an shall be laid before the next ensuing general meeting for confirmation, unless the minutes are drawn up and duly signed by the Chairman of the meeting immediately on the termination of the meeting, the minutes free from all alteration or correction, shall be drawn up an shall be signed by the Chairman of the meeting within 72 hours from the time when the meeting terminated. The minutes so signed shall be evidence of the proceedings of that meeting.</p> <p>Until the contrary is protested, every general meeting of a society in respect of the proceedings thereof minutes have been so recorded shall be deemed to have been duly called and held.</p>	<p><b>MINUTES OF THE GENERAL MEETING</b></p> <p>(i)At the conclusion of the meeting, the society shall make minutes of proceedings of general meetings. The resolution carried or lost and the entry to that effect in the minutes of the proceedings shall be conclusive proof whether the resolution has been carried or lost. When vote is taken in a meeting, the number of members voting for or against the resolution shall be recorded in the minutes of the proceedings. The proceedings shall be entered in a book kept for that purpose and the minutes shall be signed by the Chairman or the Chairman of the meeting within three working days from the meeting concluded and entered in the book kept for the purpose.</p> <p>The meeting of the society in respect of the proceedings where the minutes have been so recorded shall be deemed to have been duly called and held.</p> <p>(ii)The society shall send copies of the notice and the resolutions of the annual, half-yearly and special general meeting along with audit report to the Registrar within one month from the date of holding such meeting.</p>
52	<p><b>CONSTITUTION OF MANAGING COMMITTEE</b></p> <p>The management of the business of the society shall be vested in the committee, who in addition to the power an authority conferred by the Rules an these bye-laws, or otherwise expressly conferred upon being, may exercise all such powers and do all such act and things as may be exercised or done by the society and are not hereby or by statues expressly directed or required to be done by the society in general meeting, but subject nevertheless to the provisions of the Act, the Rules the bye-laws and any regulation from time to time made by the society in general meeting, provided that no regulation so made shall invalidate any prior act of the committee which would have been valid if such regulation have not been made.</p> <p>The first managing committee including the Chairman and the Vice-Chairman shall be appointed by the Registrar and shall hold office till a managing committee is elected/constitute in a general meeting.</p> <p>The managing committee shall consist of nine elected directors and such other number of additional Directors as the Registrar may appoint</p>	<p><b>CONSTITUTION OF MANAGING COMMITTEE</b></p> <p>(i)There shall be a board of directors of the society to manage the affairs of the society.</p> <p>(ii) The board of directors of the society shall consist of nine (9) Elected directors from the members.</p> <p>(iii) In addition to above, professionals not exceeding two may be co-opted by the board as per section 32 (G) of the Act.</p> <p>iv) A director elected in the society shall hold office throughout a term of five years of the Board or till the board is dissolved U/S 34 or 35 whichever is earlier. After that a director shall be eligible for re-election within a period of five years from the date of expiry of his term of office excepting the provisions specified with acts. No director who has been an office bearer for two consecutive terms or 120 months whichever is less shall be eligible for re-election as an office bearer until expiry of five years of the next term.</p> <p>An office bearer who resigns or becomes disqualified before expiry of the term, shall be deemed to have served the full term of five years.</p>

	under rule 32. If the State Government participate in the share capital of the society the State Government shall have power to appoint at least one representative to the managing committee of the society.	
53	<p>i) The Managing Committee of the Society shall be constituted by-</p> <p>(a) election from amongst members at the general meeting OR</p> <p>(b) election from amongst members at the general meeting an appointed by the Registrar when he decides to appoint in the manner, as provided in rule 32.</p> <p>(ii) The Managing Committee so constitute shall, immediately after the general meeting, elect a Chairman and Vice-Chairman and other office bearers necessary from among themselves.</p>	<p>The managing committee of the society shall be constituted by</p> <p>(a) election from amongst members at the annual general meeting or</p> <p>b)(i) if in a general meeting the election cannot be held owing to an order of any court or for any other reason or if the members of the managing committee elected in the annual general meeting cannot function owing to an order of any court .The Registrar may constitute the managing committee from amongst the member of the society as provided in section 25(1) of the Act and may appoint office bearers of the committee.</p> <p>(ii) The managing committee so constituted shall within a period not exceeding 30 days after the general meeting elect a chairman and a vice chairman or a panel of chairman not exceeding 3 for presiding over its meeting in absence of the chairman and the vice chairman and other necessary office bearers from amongst themselves</p> <p>iii) The directors shall be elected by the members by open vote or by secret ballot in the annual general meeting.</p> <p>(iv) A director so elected shall hold office for a period of 5 years from the date of his election and shall be eligible for re-election after the expiry of five years provided that a director who has been or part for his voluntary resignation could have been an office bearer for two consecutive terms or 72 months whichever is less shall not be eligible for re-election, appointment, co-option or nomination as an office bearer until after the expiry of three years from the date of occurrence of disqualification or of retirement.</p>
	<p>(iii) The Directors shall be elected by open vote at the annual general meeting.</p> <p>(iv) The Directors of the Society shall retire annually from office and shall be eligible for re-election. Provided that no Director, who has held office for more than three consecutive years, shall be eligible for re-election within a shorter interval than two years from the date of his retirement without the previous permission of the Registrar.</p> <p>(v) The vacancies caused by the retirement of the Directors shall be filled up by election at the general meeting at which they retire.</p>	<p>(v) A casual vacancy in the office of an elected director shall be filled up by co-option by the remaining directors within one month from the date of such vacancy and the director so co-opted shall retire at the next annual general meeting by the election of a director for the remaining term of office of the director in whose place the vacancy originally occurred.</p> <p>If they failed to do so the vacancy shall be filled up by an appointment by the Registrar and the director so co-opted or appointed shall retire at the annual general meeting where election to be held next.</p> <p>Provided that if such casual vacancy is not filled up, anything done or suffered or any action taken by the committee during the continuance of such vacancy shall not be invalidated by reason only of such vacancy having not been filled up</p>
	vi) If a vacancy caused by the retirement of any Director is not filled up by the meeting at which it	(vi) The board of directors of the society may formulate code of conduct of the directors and get

	<p>ought to have been filled under the bye-laws, the vacating Director shall be deemed not to have vacated his office till the Director, required to be elected in his place, has been duly elected.</p> <p>(vii) A casual vacancy in the office of an elected Director shall be filled up by co-option by the remaining Directors of the committee within six weeks from the date of vacancy and the Director so co-opted shall retire at the next annual general meeting by the election of a Director for the remainder of the term of office of the Director in whose place the vacancy originally occurred.</p>	<p>it approved in the general body. Every board member shall obey the code framed by the board.</p>
		<p>B. The registrar may if he is satisfied for reasons to be recorded in writing that the board of the society is mis-managing its affairs, any act of willfully disobeying or failing to comply with any lawful order or directions of the registrar / state government by order to call a special general meeting of the society to dissolve the board and reconstitute it as may be specified. The registrar may, for reasons to be recorded in writing that all or any of the members of the board to be dissolved shall be disqualified or election to the board for such period not exceeding 3 years.</p>
53		<p>If the board is not dissolved and reconstituted as provided in the order, the registrar may after service of notice to the board and giving opportunity of stating objections of being heard and after being satisfied by an order stating reasons thereof shall dissolve the board and may appoint a board with the members of the society for a period of 6 months and extend the period not exceeding one year. The registrar shall reconstitute the board in a general meeting to be convened for this purpose.</p> <p>If the state government on receipt of report from registrar is of opinion that the board has persistently made defaults or has been grossly negligent in the performance of his duties under the act, rules and by laws or has committed any act prejudicial to the interest of the society or the members of other cooperative society or has willfully disobeyed or willfully failed to comply with any lawful order of the state government/registrar, the state government may in accordance with the provisions of the act may dissolve the board and shall appoint one of its officers to manage the affairs of the society who shall be called administrator or a period of six months and may extend it up to a maximum of one year.</p>
54	REMOVAL OF DIRECTORS	REMOVAL OF DIRECTORS
	<p>a) The Chairman or any Director may be removed from office at any time by a resolution of a special general meeting specially convened for the purpose. The resultant vacancy shall be filled up as provided in</p>	<p>(a) An elected member of the managing committee may be removed from the office by a general meeting with due agenda.</p>

	<p>Bye-law No. 53(VII). The newly constituted Managing Committee shall then elect the office bearers, if any, of the retiring Directors happen to be an office bearer.</p> <p>b) The vacancy caused in the office of an appointed Director shall be filled up by appointment by the competent authority concerned. Such vacancy shall be reported to the appointing authority forthwith.</p>	<p>(b) An office bearer of the managing committee may be removed from the office by a resolution of the managing committee at a meeting specially covered for the purpose</p>
		<p><b>B. CESSATION OF DIRECTORSHIP</b></p> <p>A Director shall cease to hold office, if he,</p> <p>a) dies or</p> <p>b) resign his office</p> <p>c) is removed by the general meeting for Directorship, or</p> <p>d) loses membership of the society</p> <p>e) becomes subject to any disqualification which debars him from seeking election as a director,</p> <p>f) if he fails to attend six consecutive meetings of the board.(excepting nominated or co-opted directors)</p> <p>The cessation of Directorship shall be deemed to occur at, and be effective from the time when disability concerned occurs</p>
55	<p><b>QUALIFICATION AND DISQUALIFICATION FOR BEING A DIRECTOR</b></p> <p>Subject to the provision of the Rules, every member of the society above the age of 21 years and holding at least one fully paid share of the society shall be qualified to be elected or appointed as a Director.</p> <p>A member shall not be eligible for being chosen as or being a director of the society if he is adjudged by a competent court to be insolvent or of unsound mind or compounds with his creditors or is punished with imprisonment for an offence involving moral turpitude or ceases to hold the necessary qualification or is concerned in the profits of any contract made by the society or has failed to pay in three consecutive years, immediately preceding the election, at least an amount equal to one year's installment fixed for the repayment of his loan.</p> <p>Existing Clause</p> <p>But any act does in good faith by a Director whose office is vacated as aforesaid, shall be valid, unless prior to the doing of such act, written notice has been made in the committee's minute book, stating that such director has ceased to be a member of the committee.</p>	<p><b>QUALIFICATION AND DISQUALIFICATION FOR BEING A DIRECTOR</b></p> <p>i)Subject to the provision of the Rules, every member of the society above the age of 21 years and holding at least one fully paid share of the society shall be qualified to be elected or appointed as a Director.</p> <p>ii)No member of the society shall be eligible for being elected on the board if -</p> <p>a) He has been adjudged by competent court to be insolvent or of unsound mind.</p> <p>b) He has been Convicted by a court of any criminal offence including moral turpitude or of any offence under the act and sentenced to fine or imprisonment or both.</p> <p>c) He holds any office of profit in the society.</p> <p>d) He has any interest in any business of the kind carried on by the society.</p> <p>e) He has a direct or indirect interest in any agreement or contract to which the society is a party.</p>
		<p>(iii)No person at any time hold office as a director of the board in more than four primary cooperative societies, two central cooperative societies and two apex cooperative societies</p> <p>(iv) No member of a board shall be eligible to be elected as office bearer of the society, if such member is minister of the State Government</p>
58	<b>POWERS AND DUTIES OF THE MANAGING</b>	<b>POWERS AND DUTIES OF THE MANAGING</b>

	<p>COMMITTEE</p> <p>Without prejudice to and not so as to limit or restrict the general powers conferred and duties assigned by the preceding bye-laws, the Act and the rules it is hereby expressly declared that the committee shall have the following powers and duties.</p> <p>(a) To dispose of applications for membership and to allot shares, to admit new members and to fine, suspend or expel existing members.</p> <p>(b) To check the account of the society and to examine the register and account books and to take steps for the recovery of sums due to the society.</p> <p>(c) to sanction working expenses, count the cash balance and deal with other miscellaneous business;</p> <p>d) To see that the cash book is written up promptly and is signed daily by one of the members of the committee;</p> <p>(k)To enter into all contracts for the Society and settle the terms thereof.</p> <p>(l) To make, revoke, and alter from time to time an at all times enforce such regulation, terms and conditions relating to the tenants of the society and the property of the society and the letting (including restrictions as to sub-letting) and sale thereof including making and guaranteeing advances to members;</p> <p>(m) To compound or abandon or delay to enforce any debt or demand of the society, or to institute, defend or compromise legal proceedings;</p> <p>(n) To dispose of application for loans and advances and to the terms and period for which loans and advances are given to members and the security to be taken, to approve or reject the security, to arrange for the recovery of loans and interest and rent and to sanction renewal or extension when necessary</p> <p>o) to make rules as to the principles on which the value of the lands or buildings mortgaged on security should be calculated and to fix the relation which the loan or advance granted to a member should bear to mortgage property</p> <p>(p) To buy, sell, hire, mortgage, let out an develop buildings and other properties of the Society an decide terms thereof and to make such arrangements as may be necessary for their up-keep, periodical repairs an payment of rates an taxes;</p> <p>(q) To make proper arrangement for the custody of the mortgage deeds and other securities belonging to the society.</p> <p>(r) To appoint local sub-committees in each ward of the registered area of operation for the management of such affairs relating to their respective locality and to delegate such powers to them as may be deemed necessary</p> <p>(s) To appoint special sub-committee or committees</p>	<p>COMMITTEE</p> <p>The Board of the society shall have full control over the administration and the business of the society and shall exercise all such powers as may be necessary or expedient for the purpose of carrying out its functions under the provision of Acts, Rules and Bye-laws.</p> <p>The Board of the society shall exercise the following powers and perform the following duties:</p> <p>(a) To admit new members and allot shares</p> <p>(b) to fine, suspend, remove or expel members</p> <p>c ) To receive and disburse money and to maintain and keep true and accurate accounts of all moneys received and expended</p> <p>d) to sanction working expenses, count the cash balance and deal with other miscellaneous business;</p> <p>i) To appoint, suspend, remove or discharge all persons engaged on payment of fees or on the basis of contract, such as contractors, solicitors, supervisors, engineers, valuers, architects and surveyors.</p> <p>j) To invite tenders and to enter into contract for and on behalf of the society and to settle thereof. provided that the terms and conditions of contracts once settled shall not be altered without a resolution passed by 2/3 of the members present and voting at a meeting of the board.</p>
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	<p>or members or non-member expert, if necessary, in furtherance of the objects of the Society from time to time and to define their powers and duties;</p> <p>t) To purchase, take on lease or otherwise acquire buildings or lands for the purpose of constructing offices or for any other purpose necessary for the business of the Society;</p> <p>(u) To appoint, suspend, remove or discharge salaried or non-salaried officers e.g. (except for auditor) solicitors, manager, consulting engineer, architect, surveyor, accountant, agent, servant and employees of every description and fix their duties and remuneration and require them to give security, if necessary, to the approval of the Committee, and to frame rules governing the terms and conditions of service of the staff.</p> <p>(v) To borrow, raise or secure the payment of money in such manner as the committee may think fit, and to redeem or pay off any such securities;</p> <p>(w) To suspend any officer appointed under bye-law 43(2) recommend his dismissal to the general meeting and appoint a substitute pending the final decision, except the statutory auditor;</p> <p>(x) To do all such acts and things as are incidental to or which the committee may think conducive to the attainment of the objects of the society or any of them;</p> <p>(y) To convene all meetings of the Society according to the bye-laws thereof, subject to the provisions hereinbefore contained;</p> <p>(z) To check the security of each loan outstanding and deal with all cases of arrears and failures, to observe obligations undertaken. In their conduct of the affairs of the Society, the committee shall exercise the prudence and diligence of ordinary men of business and shall be responsible for any loss sustained by the Society through their acts contrary to the law Act, Rules and the bye-laws</p>	
		<p>k) To authorize by name one of the members of the board other than the person in-charge of cash or accounts to verify the cash balance as shown in the books of the society at least once a month and other assets</p> <p>(l) To enter into all such agreements, make all such agreements, take all such proceedings, and do all such acts and things as may be necessary or proper for the due management of the affairs of the society and for carrying out the objects for which the society has been established and for securing and furthering its interest subject to the provisions of the Acts and Rules and also subject to the bye-laws for the time being of the society.</p> <p>(m) To enter into all contracts for the Society and settle the terms thereof.</p> <p>(n) To make, revoke, and alter from time to time and at all times enforce such regulation, terms and</p>

		<p>conditions relating to the tenants of the society and letting out the property of the society (including restrictions as to sub-letting)</p> <p>(o) To compound or abandon or delay to enforce any debt or demand of the society, or to institute, defend or compromise legal proceedings of the society once in a quarter and report to the board the result of such verification in the following meeting. If any shortage of cash balance or any other asset is reported, the board shall take prompt steps for the recovery of the shortage, failing which the members of the board shall be jointly and severally for making good the shortage.</p>
		<p>p) To take such steps as may be necessary for obtaining loan from West Bengal State Cooperative Housing Federation Limited on behalf of the members or to assist the members in all possible manners including supply of papers and documents in the matter of their obtaining loans from any source.</p> <p>q) To inform the member the full particulars of loan sanctioned and issued by the federation along with the terms and conditions thereof as and when such loans are sanctioned and issued by the federation.</p> <p>r) To issue periodical demand notice to the members for paying installment towards premium of land, and/or house. The number of such installment shall be fixed in consideration of the actual progress of work of the project</p>
		<p>s) To issue demand notice to the members who fail to pay the maintenance/service charge and take penal measures as per provision of Bye-laws.</p>
		<p>t) To ensure that the name of a nominee of a member is entered in appropriate register and also to inform the member of the same in an appropriate manner</p> <p>u) To arrange timely repayment of the loan to the West Bengal Cooperative Housing Federation Limited on collection of installments of loan from members</p> <p>v) To make rules as to the principles on which the value of the lands or buildings mortgaged on security should be calculated and to fix the relation which the loan or advance granted to a member should bear to mortgage property;</p> <p>(w) To buy, lease/license/outsource, hire, mortgage, let out and develop buildings and other properties of the Society and decide terms thereof and to make such arrangements as may be necessary for their up-keep, periodical repairs and payment of rates and taxes;</p>
		<p>(x) To make proper arrangement for the custody of the mortgage deeds and other securities belonging to the society.</p> <p>(y) To appoint local sub-committees in the area of operation for the management of such affairs</p>

		<p>relating to their respective locality and to delegate such powers to them as may be deemed necessary</p> <p>(z) To appoint special sub-committee or committees of resident members or non-member, if necessary, in furtherance of the objects of the Society from time to time and to define their powers and duties;</p> <p>(aa) To purchase, take on lease or otherwise acquire buildings or lands for the purpose of constructing offices or for any other purpose necessary for the business of the Society;</p> <p>(ab) To appoint, suspend, remove or discharge salaried or non-salaried officers e.g. (except for auditor) solicitors, manager, consulting engineer, architect, surveyor, accountant, agent, and employees of every description and fix their duties and remuneration and require them to</p>
		<p>give security, if necessary, to the approval of the Committee, and to frame rules governing the terms and conditions of service of the staff</p> <p>(ac) To borrow, raise or secure the payment of money in such manner as the committee may think fit, and to redeem or pay off any such securities;</p> <p>(ad) Any other powers and duties as may be empowered by the members in the general body meeting for the welfare of the society.</p>
59	<p>MEETING OF THE MANAGING COMMITTEE</p> <p>The Committee shall meet at such time and place as they determine. Until the Committee otherwise determine, one third of the directors shall form a quorum. A meeting of the Committee for the time being at which a quorum is present shall be competent to exercise all or any of the authorities, powers and discretion by or under the rules or the bye-laws of the Society for the time being vested in or exercisable by the Committee generally.</p>	<p>MEETING OF THE MANAGING COMMITTEE</p> <p>Notice of the Board meeting of the society shall be given in writing by the secretary or any other officer performing the duties of Secretary and subject to the provisions in the Act by Registrar or his authorized person, specifying the place, date and hour of the meeting together with a statement of business to be transacted there at, not less than seven clear working days before the date of the meeting. In case of urgency, the Chairman may convene a meeting of the Board with three clear working days' notice.</p> <p>The Chairman of the society shall preside over all the meetings of the board at which he is present. In the absence of the chairman, the Vice-chairman shall take the chair and in absence of the Vice-chairman one of the Directors in the panel in order of their names in the panel, shall preside over the meeting</p> <p>Quorum of the meeting of the Board shall be three (3) of the total number of Directors subsisting on the date of issue of the notice. No business shall be transacted at any meeting including an adjourned meeting of the Board unless there is Quorum at the time when the business of the meeting is scheduled to commence within half an hour from the time appointed for the meeting.</p> <p>Any urgent business, not included in the statement accompanying the notice, may be brought up and considered with the consent of the Chairman. The Board meetings for the transaction of the business</p>

		<p>of the society shall be held at least once in every two months and the minutes shall be drawn up and signed by the Chairman within three clear working days from the time when the meeting terminated.</p> <p>(ii) VOTING IN A BOARD MEETING</p> <p>A proposal at a meeting of the Board passed by majoring of votes shall be adopted and if the voter be equally divided, the matter shall be decided by casting vote of the chairman of the meeting if he thinks proper to exercise it, otherwise the proposals will fail.</p>
64	<p><b>SECRETARY AND HIS DUTIES</b></p> <p>(4) He shall keep the registers of members, shares, debentures and loan stock and all the books relating to loans or deposits required to be kept under the bye-laws of the Society and shall receive all contributions, fines, and other payments due from the members to the Society, and make disbursements, under orders of the Committee, and keep accounts thereof.</p>	<p><b>SECRETARY AND HIS DUTIES</b></p> <p>(4)He shall keep the registers of members, shares, and all the books relating to loans or deposits required to be kept under the bye-laws of the Society and shall receive all contributions, fines, and other payments due from the members to the Society, and make disbursements, under orders of the Committee, and keep accounts thereof.</p>
65	In the absence of the Secretary the Committee may authorize any other person to perform the duties.	In the absence of Secretary the committee may authorize the Asst. Secretary to perform his duty.
66	All documents or receipts signed on behalf of the Society shall be signed by the Secretary and a duly authorized member of the Committee	All documents and receipts shall be signed by the secretary, and in his absence, by the Asstt. Secretary nominated for the purpose on behalf of the society.
69	<b>BUSINESS</b>	<b>BUSINESS</b>
	<p>(a) A member shall have to pay the value of land allotted to him under bye-law No. 7(b) either in lump or in installments, within such time as may be fixed by the Committee from the date the land has been allotted to him or shall have to pay for any plot of land to be purchased by the society for the construction of apartment flats</p> <p>(b) As soon as the value of land has been fully paid up by a member, he shall be at liberty to begin the work of construction of house thereon provided the plan or design of the house and the estimated cost of the roof, must be approved before hand and the construction completed within the time limit, under bye-law No.7(b) , or he shall pay such sum of money in such manner as may be decided by the Committee for the construction of apartment flats</p>	<p>(a)A member shall have to pay the premium of land or land with structure allotted to him/her under Bye-law No. 7(b) either in lump sum or in installment within such time as stipulated in Annexure-A . Procedure for allotment of a plot of land and/or plot with building will be such as laid down in Annexure-A hereto which is to be treated as part and parcel of this Bye-laws</p> <p>b) A member may build his own residential two storied building in conformity with the building regulation and/or as decided by the Society after obtaining written consent of the Society. The society after scrutinizing the draft building plan and estimate will give the NOC on the original and return the same to the member for submission to Kolkata Municipal Corporation (KMC). On receipt of the sanctioned building plan from KMC the member shall furnish a copy of the sanctioned plan to the society. The Secretary /Asstt. Secretary/ any other representative from the Managing Committee will fix a date in consultation with the member for laying out construction on the land. The member should ensure that no nuisance by way of pollution or damage of property, otherwise is caused to the neighbor , damage of public utility during the period of construction and that the construction of the building is completed within the time limit as envisaged in bye-laws No. 7(f) read with relevant</p>

		provisions of Annexure-A.
	( c ) A member may build his own house at his own cost through his contractors in conformity with the regulations and design to be approved beforehand by the Committee and within the time limit	( c ) A member may build his own house at his own cost through his contractors in conformity with the plant sanctioned by KMC and within the time limit. (d) Any addition or alteration of existing structure by any member also requires written permission from the Society.
70	LEASE UNDER HIRE- PURCHASE SYSTEM	LEASE UNDER HIRE- PURCHASE SYSTEM
	(a) No member shall be granted lease under hire-purchase system, of a house or of an apartment flat the total cost of which , including the value of the land, exceeds ten times his paid-up share capital in the Society. The certificate of the Committee as to the actual cost, including the price of the land and interest, if any, shall be final.  (b) A member taking a lease of a house-land etc. under hire-purchase system shall pay the total cost of the roof with interest not exceeding 7(seven) per cent per annum by way of hire-purchase rent. ( c ) A member taking a lease of a house-land etc. under hire-purchase system shall pay the total cost of the roof with interest not exceeding 7(seven) per cent per annum by way of hire-purchase rent.	(a) No member shall be granted lease under hire-purchase system, of the plot/plot with structure.  b) Omitted  c) Omitted
	d) If the lessee fails to pay the hire-purchase rent, according to the terms of the lease the Society shall be entitled to take possession of the property and deal with such property in a manner as may be deemed necessary by the Committee.  (e) Application for loan of lease under hire-purchase rent shall ordinarily be dealt with in order of receipt by the Committee who may either grant same on such terms and conditions consistent with the by-laws and approved in a general meeting as they may think fit, or may refuse or defer the same without being under obligation to assign any reason for doing so.	Omitted
71	All buildings mortgaged to the Society out on hire-purchase system shall be insured against loss by fire and the premiums thereof shall be payable and recovered from the borrowers and lessees.	Omitted
72	The Committee may, if thought necessary, require a borrower or lessee to pay such premium in lump or by installment for a term not exceeding the term of the loan or the lease to ensure repayment of the loan or payment of the hire-purchase rent in case of untimely death of the borrower or lessee. The mode of payment of such premium shall be decided by the Committee.	Omitted
73	All major repairs shall, unless otherwise determined by the Committee, be a charge on the revenue of the Society but minor repair must be one by and at the expenses of the tenants to the satisfaction of the Committee except in such cases as it may determine otherwise. When such repair have, in the opinion of the Committee become essential, they may order	Omitted

74	<p>them to be done, and if not paid by the tenant, may charge the cost of same against his share capital, loan stock or deposit account. In case of a tenant leaving, the same rule shall apply.</p> <p>Investment, mortgage deeds and other securities of the Society shall be kept in safe custody of Society's bank in a special account in the name of the Society and shall be operated by the Chairman or Vice-Chairman, the Secretary and a member of the Committee jointly on the authority of a resolution of the Committee previously notified by the bank</p>	<p>Investment documents and other securities and other instruments of the Society shall be kept in safe custody of Society's bank in the name of the Society and shall be operated by the Treasurer and either the Chairman or the Secretary</p>
75	DISPOSAL OF PROFIT	DISPOSAL OF PROFIT
	<p>(a) Revenue Profit: After providing for interest upon any loan, deposits and debenture and loans stocks and depreciation of building accounts and for placing to the credit of sinking fund at a rate to be determined by the committee from time to time on the total cost of the Society's building-</p> <p>(i) 25 per cent of the net profits of all business carried on by or on account of the Society shall be placed at the credit of the reserve fund, and</p>	<p>Subject to the provisions of the Act and the Rules the net profit of the society if distributed shall be in the manner prescribed in Cooperative Society Rules. The society shall contribute cooperative education fund 5% of its net profit subject to a maximum of Rs.15,000.00 for the development of cooperative movement.</p> <p>The society shall transfer not less than 15% of its net profit to bad debt fund in every cooperative year The society shall transfer 10% to reserve fund The society shall maintain such books and registers as may be necessary for proper conduct of its business and shall maintain corrected up to date books, registers and documents as mentioned in Cooperative Societies Rules.</p> <p>The balance if any shall be carried for or dealt with as per decision in the annual general meeting based on the recommendation of the Managing Committee</p>
	<p>(ii) Shall, in the manner prescribed, contribute an amount equal to five per centum of the balance of the year's remaining net profit or an amount equal to one-half per centum of its gross earnings from its transactions in the year or a sum of five thousand rupees, whichever is lowest, to the Co-operative Development Fund.</p> <p>iii) The remainder shall, subject to the provisions of the Acts and Rules in this regard and to the recommendation by the Managing Committee and approval by the General meeting with the sanction of the Registrar, be employed as shown below:-</p> <p>a) 10 per cent to Dividend Equalization Fund b) 5 per cent to Recreation Fund c) 5 per cent to Cultural Fund d) 5 per cent to Business fund e) 10 per cent to Education Fund</p> <p>(b) In paying dividend not exceeding 6 per cent per annum upon the paid-up ordinary share capital in such manner as the Committee may direct provided that no dividend shall be paid in cash to a member indebted to the Society</p> <p>( c ) The balance, if any, shall be carried forward or dealt with at the annual general meeting, on the recommendation of the Committee,</p>	

78	INDIVISIBILITY OF RESERVE FUND	INDIVISIBILITY OF RESERVE FUND
	The reserve fund of the Society shall be indivisible so that in the event of the dissolution of the Society no member shall have any claim over it but the fund, after meeting any charges that may then be certified by the Registrar to exist against it, shall be devoted to such objects of general utility as may be determined by a general meeting convene for that purpose an as may be approved by the Registrar. The Society may with the previous sanction of the Registrar and to such conditions as may be imposed, employ the assets constituting the reserve fund in the business of the Society subject to the provisions of Rule 94.	The reserve fund of the Society shall be indivisible so that in the event of the dissolution of the Society no member shall have any claim over it but the fund, after meeting any charges that may then be certified by the Registrar to exist against it, shall be devoted to such objects of general utility as may be determined by a general meeting convene for that purpose an as may be approved by the Registrar. The Society may with the previous sanction of the Registrar and to such conditions as may be imposed, employ the assets constituting the reserve fund in the business of the Society subject to the provisions of Rule 112.
79	ACCOUNTS Every balance sheet of the Society shall be accompanied by a complete list of members showing the share capital held by each. There shall also accompany the balance sheet a similar list of loan stock holders. The balance sheet shall state up to what date dividend rebate and interest are included	ACCOUNTS Every balance sheet of the society shall be accompanied by a complete list of members showing the share capital held by each. There shall also accompany balance sheet and list of assets and liabilities. The statements of accounts shall state up-to-date, dividend, rebate and interest are included.
80	A bank account shall be opened by the Society into which all money received on behalf if the Society shall be paid, provided that the Secretary may retain in his personal custody a sum not exceeding such amount as may be fixed by the committee for meeting petty expenses. All payments above Rs.2000/- shall as far as practicable, be made by cheque signed by the by the Secretary and a duly authorize member of the Managing Committee jointly.	(i) The bank A/c. shall be opened by the society. Money received by the society shall be deposited in the bank account. Secretary of the society may retain in his personal capacity a sum not exceeding Rupees Ten thousand for meeting petty expenses. All payments above Rs 10000/- shall be made by cheque signed by the Treasurer jointly with Chairman/Secretary. (ii) All payments shall be made against serially machine numbered receipts duly signed by the secretary or some other persons authorized by the Board bearing the common seal of the society. All payments to creditors shall be made against proper receipt duly signed and dated by the concerned payee. All receipts and payments of the society shall be immediately entered in the Cash Book of society making corresponding entries in the relevant ledgers
82	APPOINTMENT OF AUDITORS	APPOINTMENT OF AUDITORS
	In addition to statutory audit, the Society shall appoint at its general meeting a qualified public auditor who shall audit the accounts of the Society to be prepared by the committee as hereinbefore provided and shall examine the annual return and verify the same with the accounts relating thereto and shall either sign the same as found by him to be correct, duly vouched, an in accordance with law, or specially report to the Society in what respects he finds it incorrect, un-vouched or not in accordance with law and shall certify that he has at the audit actually inspected the mortgage deeds and other securities belonging to the Society and shall state the number of properties with respect to which deeds have been produced to and actually inspected by him.	Accounts of the society shall at least in each Cooperative year be audited by the Director of Cooperative Audit or by a person appointed or authorized by him to act as audit officer by general or special order in writing in this behalf from among the officers under his administrative control or from the panel of auditors according to the audit programme drawn up by the Directors of Cooperative Audit. Audit fee at the rate specified in Rules shall be assessed by the society base on Rs. Thirty per member subject to maximum of five hundred rupees. The audit fee shall be paid within a period of three months from the date of submission of the audit report, if no objection is filed before the Registrar about audit report in the meantime. Audit fee payable by the society shall be recoverable as govt. dues and, if not paid within time fixed, may be

		recovered as an arrear of land revenue.
83	The auditor shall be entitled to call for and examine any paper or document belonging to the Society and shall make a special report to the Society upon any matter connected with the account which appears to him to require notice	<p>(i) While conducting the statutory audit of the society under the Act, the audit officer may issue from time to time during audit, interim objections to the secretary or to the officer performing the duties of secretary for compliance or explaining the defects and irregularities pointed out in such objections within a period not exceeding seven days</p> <p>(ii) While conducting the statutory audit of the society under the Act, the audit officer may issue from time to time during audit, interim objections to the secretary or to the officer performing the duties of secretary for compliance or explaining the defects and irregularities pointed out in such objections within a period not exceeding seven days.</p> <p>(iii) The secretary, or the officer performing the duties of the secretary as the case may be, shall return the interim objections with the compliance report to the audit officer within the time specified by the audit officer. The audit officer shall revive the compliance report and waive such objections which, in his opinion have been complied with satisfactorily and shall incorporate the remaining objections in the audit report.</p> <p>When an audit officer notices in course of his audit that there exists a case of serious irregularity such as misappropriation, embezzlement of funds or pilferage of stock, violation of previous law, he shall intimate to the society and to the Registrar in respect of such irregularities as expeditiously as possible The intimation should be through proper channel and in a sealed 'confidential' cover. An auditor may also seize the books of account of the Society in special circumstances. The society shall give the audit officer all assistance necessary for the completion of the audit and for this purpose. The audit officer shall prepare such statements and take such actions with regard to verification or examination of its accounts as he may require. The auditor shall be entitled to call for an examination of any paper or document belonging to the society.</p> <p>iv)In addition to the statutory audit, the society may appoint at the general meeting a qualified internal auditor to get its accounts internally audited so that the board of Director can get a report from the internal auditor in each month and take appropriate action.</p> <p>v)The board shall authorize chairman and other directors to sign in documents and financial transactions. Any person in charge of keeping accounts shall not be placed in charge of cash. The board shall decide the persons on whom accounts and vouchers to be maintained, report return and statement to be sent to different authorities, charge of liquid cash, custodian of accounts, documents, cash etc.</p>
84	<b>PUBLICATION OF ACCOUNTS AND REPORTS</b>	<b>PUBLICATION OF ACCOUNTS AND REPORTS</b>
	A copy of the last balance sheet of the Society and of	(i) The society shall within three months of the close



	the report of the auditor, if any, shall be kept always hung up in a conspicuous place in the registered office of the Society	of the cooperative year publish annual Balance Sheet containing profit and loss account. The receipt and expenditure, statement of asset and liabilities and their valuation and the report of the auditor, if any, shall be kept in the registered office of the society. The Balance Sheet of the society shall be accompanied by a complete list of members showing share capital held by each, list of loan etc.  (ii) The Cooperative Society shall send Annual return consisting of a Cash Account, Profit and Loss Account, a Balance Sheet and Trading Account (where applicable) in the form as prescribed to the Director of Cooperative Audit and to the Registrar within three months from the closing date of each cooperative year
	<b>AMMENDMENT OF BYE LAWS</b>	<b>AMMENDMENT OF BYE LAWS</b>
85	No bye-law shall be made, altered or abrogated unless:- (I) a proposal to do so has been communicated to all members ten days beforehand; (II) the resolution proposing the alteration, rescindment or adoption of a new bye-law is passed by not less than two-third of the members present and voting at the general meeting, and by not less than half of the total number of members subsisting as such on the date of issue of notice of the Acts and Rules.	No Bye-law shall be made, altered or abrogated other than amendment. The Society may, by resolution in general meeting, adopted by two third of total members amend its bye-laws. The society shall forward an application for registration of amendment by Regd. Post or by hand to the Registrar signed by Chairman and two members of the Board accompanied with the particulars as prescribed in the Act within a period of thirty days from the date of adoption of resolution.
86	A member in arrear after thirty days from the date of notice shall pay interest at two paise per rupee per month on the amount outstanding.	A member having dues in arrear beyond thirty days from the due date of payment shall pay interest at 2% (Two per cent) per month on the outstanding amount.
88	<b>INDIVIDUAL RIGHT OF INSPECTION</b>	<b>INDIVIDUAL RIGHT OF INSPECTION</b>
	A member will be allowed to inspect his own account at all reasonable hours at the registered office of the Society or at any place where the same is kept subject to such regulations as to the time and manner of such inspection as may be made from time to time by the Committee.	A member will be allowed to inspect his own account at all reasonable hours at the registered office of the Society or at any place where the same is kept. Books and documents as prescribed in Rules 67A shall be kept open to inspection by the society to any of its members if the member so desires. Such inspection will be free of charge. Such inspection will however be during a specific period in office hours at its registered office. If the member makes a request in writing for supply of certified copy of any of the document the same shall be supplied by the society to its member on payment of Rs 50 per document as Fee.
89	<b>SEAL OF THE SOCEITY</b>	<b>SEAL OF THE SOCEITY</b>
	The Society shall have a common seal which shall be in the custody of the Secretary an shall be used only under the authority of a resolution of the Committee an every deed or instrument to which one seal is attached shall be attested for or on behalf of the Society by two members of the Committee and Secretary or a person appointed by the Committee in place of the Secretary.	The Society shall have a common seal which shall be in the custody of the secretary and shall be used only under the authority of resolution of the Board of Directors and every deed or instrument to which the seal is affixed shall be attested for and on behalf of the society by the members of the Board of Directors and Secretary or a person appointed by the Board of Directors in place of the Secretary.
90	<b>DISPUTE</b>	<b>DISPUTE</b>
	Any dispute which cannot be decided by the	Any dispute concerning the management of

	Committee or by the general meeting or by arbitration, shall be referred to the Registrar, whose decision shall be final.	business or affairs of the society other than the dispute relating to election and disciplinary action taken by the society against the paid employees regarding the terms and conditions of the service be filled up to the Registrar for settlement arising among members , past members, deceased member, claiming through members, heirs, legal representative, board, or any officer, agent or employees , liquidator between two cooperatives, financing bank etc. A dispute relating to housing cooperative societies in Kolkata and Metropolitan area as defined in the Kolkata Metropolitan Development Authority Act, 1972 shall be filed before the Registrar who shall after condoning the delay, if any, and admitting the dispute, forthwith refer it for decision to the board of arbitrators constituted under the Act. The Chief arbitrator may dispose it of him or transfer it any arbitrator or arbitrators for disposal.
91	DISSOLUTION	DISSOLUTION
	The Society shall be liquidated only by an order of the Registrar of Co-operative Societies under Section 89 of the Act.	The society shall be liquidated by Registrar at the instance of Board or its members by holding a general meeting and by a proposal adopted by two third of members present and voting and adhering to other terms per provision of the Act. The Registrar on his own can move after giving notice by order direct dissolution of society on various grounds specified in the Act
92	All matters, not specially provided for by the bye-laws, shall be decided according to the terms of the Co-operative Societies Act (Bengal) (At of 1940) and the rules framed there under and if there be no provisions in the Act or the rules applicable to such matters then subject to the provisions of the bye-laws of the Society in such a manner as the Registrar may determine whose decision shall be final and conclusive. The above are the bye-laws referred to in our application for registration, dated the 12 <sup>th</sup> July 1966.	(i) In accordance with the principles of Cooperative, the society shall make provision for the education of the members, officers, employees on the techniques of cooperation, both economic and democratic. The society on payment of the prescribed affiliation fee, renewal fee shall be affiliated to state or district cooperative union for the furtherance of Cooperative Education and Training. The Society shall depute positively its employees for undergoing cooperative training. The society shall also contribute to the cooperative education fund such portion as prescribed in Acts & Rules for the spread of education (ii)The settlement shall be made between the society and its creditors by the board to be ratified by the general body.  iii ) Whatever not specifically provided for in the bye-laws, shall be decided according to the terms of the West Bengal Cooperative Societies Act 2006 and the Rules 2011 applicable to such matters shall be decided as the Registrar may determine and his decision shall be final and conclusive. If it appears at any time that provision of any clause of Bye-laws contradicts the provisions of the Acts and Rules, the provision of the Act and Rules in that respect shall stand and supersede the concerned provisions of the bye-laws framed by the society. The above are the Amendment of Bye-laws referred to in our application dated .....2015.

## ANNEXURE-A

### PROCEDURE FOR SURRENDER AND RE-ALLOTMENT OF PLOT/PLOT WITH CONSTRUCTION AND ADMISSION OF NEW MEMBER ON THAT GROUND

Considering all aspects, especially basic gamut of the principle based on which the society was formed, clear guideline and procedure for re-allotment of surrendered plots / plot with building is necessary which is required to be within the framework of co-operative principle, transparent and cater genuine need of the housing at large and prevent any commercial gain and speculation from the distributed plots/ plot with construction

Further, while formulating such modality the sentiments of the existing members of the housing society, accommodation problem of resident members for proliferation of family members, and basic fabric of the local populace in terms of economic and professional background needs to be considered.

Above all, in the whole process there shall not be any hint of obscurity through which any non-transparent corrupt activity takes place and total activities in this regard shall remain open to inspection by any General Member on prior notice and appointment

In view of above following procedure shall be followed for **SURRENDER AND RE-ALLOTMENT OF PLOT/PLOT WITH CONSTRUCTION AND ADMISSION OF NEW MEMBER ON THAT GROUND.**

#### 1.1 Surrender of Plot/Plot with construction

1.1.1 The member intending to surrender the plot /plot with construction will submit his intention of surrendering the same by a letter in unambiguous words under his/her own signature before the Chairman/Secretary, A.G. West Bengal Employees' Co-operative Housing Society Ltd.

1.1.2 On receipt of such application the Board of Directors, in its meeting, will discuss on the same under separate agenda. If the same is accepted, it will be communicated to the intending surrenderer within 30 days from the date of acceptance of the letter.

1.1.3 The surrenderer will be asked to furnish the following details/documents within 15 days from the date of the receipt of the letter of acceptance from the Society:

1. Deed of lease including rectification deed, if any.
2. Original share certificate
3. Mutation Certificate from KMC, if any
4. Tax Clearance Certificate (available from KMC website)
5. Tax Receipts (Latest)
6. In case of land with structure, copy of building plan, sanctioned by KMC
7. Identity Cards issued by Peerless Hospital.
8. A 'No Due' certificate from the society or a letter authorizing the society to recover pending dues from the sale proceeds.
9. CESC Bill(current) in case of land with building
10. COPY of Voter/Adhar card/Driving license etc as address proof in case of land with building

1.1.4 The surrender value for vacant plot SHALL be Rs.5 (five) lakh per cottah which can only be modified in AGM time to time which however is not within purview of present context. Cost of building as may be decided by board of directors in consultation with surrenderer and/or on the basis of valuation report of a Chartered Engineer/ valuer appointed and/or approved by the Society and such valuation of structure will be added to surrender value of plot in case there is construction. If the plot is notified as premium plot and the plot holder happened to pay surcharge/premium for such plot at the time of registration of his/her lease deed, surcharge/premium value so decided by the Board of Directors at the time of surrender of such plot will be additionally paid to him/her.

1.1.5 Under normal circumstances the surrender value will be handed over to the surrenderer after receiving lease premium etc. on re-allotment. However under compelling situation surrender value may be handed over before hand after taking decision by board of directors, upon receiving prayer in this respect. However in all cases surrenderer shall beforehand(or at the time of surrender) clear all dues to the society and registration fee for surrender deed, advocate's charge, fees of valuer and other incidental charges as may be decided by the society shall be borne by surrenderer and will be adjusted with surrender value.

## **1.2 Notice and Forms:**

1.2.1 The notice of re-allotment shall be made in such a manner that no ambiguity can arise and at the very beginning the intending applicants can comprehend the dos and don'ts, duties and responsibilities of intending members and different dates of events that would take place since the beginning of the process of allotment starts.

1.2.2 There shall be specific form nos. on the application forms with seal of the society.

1.2.3 All forms shall be collected from the society / authorized Director of the Board in original on payment of fees of Rs. 500/- (Rupees Five Hundred only) for the forms or against payment of such fees(not less than Rs.500.00) as may be decided by the Board of Directors.

1.2.4 Receipts shall be issued to all applicants at the time of submission of forms and should not be allowed to put the same in drop-box.

1.2.5 Specific time and dates as well as venues shall be mentioned in the notice to collect and submit forms in original along with other relevant list of dates.

1.2.6 Proforma Notice and Forms are given under relevant Annexures which shall be considered integral part of instant laid down procedure. Addition and alteration to it may be made by Board of Directors without vitiating basic principles as laid down herein.

1.2.7 One register shall be maintained for distribution and receiving of forms.

1.2.8 At least 21 (twenty one) days shall be allowed for collection of forms since notification (inclusive of notification date) and additional 3 (three) days should be given for submission of forms.

1.2.9 Notice shall be displayed at conspicuous places such as Notice Board at the office of Accountant General at Kolkata, Office of the A.G. West Bengal Employees' Co-operative Housing Society Ltd at Panchasayar, Office of the Aayakar Griha Nirman Samabaya Samiti Ltd at Panchasayar, Panchasayar Samabaya Bipani Ltd, Milk Depot at Panchasayar to make the general public aware of such notice. Notice will also be uploaded on the Website of the Society and SMS in that regard, if possible, may be sent to all the existing members of the society.

1.2.10 Availability of plots / plot with structure with their Plot Nos. at the time of notification should be displayed so far as practicable, in the notice as well as time to time as it becomes available during a cycle of re-allotment

1.2.11 The intending applicants may be allowed to go through existing bye-laws of the society at the time of collection of forms either in office or through website.

## **1.3 Earnest Money Deposit (EMD) :**

1.3.1 Procedure for collection of refundable EMD should be there to use this instrument for initial screening of people who are not having genuine need for accommodation. It is needless to mention this act as initial sieve for that purpose and not be considered as ultimate and exhaustive method.

1.3.2 The amount of EMD shall be not less than Rs.10,000/- (Rupees ten thousand) only and will have to be paid along with the application by Demand Draft/Banker's Cheque drawn in favour of 'A.G. West Bengal Employees' Co-operative Housing Society Ltd.', payable at Kolkata.

1.3.3 This EMD will be forfeited if the final offer of the plot is not accepted **or if the selected candidate fails to pay all the payable amounts within thirty (30) days from the date of offer from the society** unless otherwise extra time is allowed by the Secretary/Chairman of the Society, not exceeding ninety days from date of offer, for genuine cause/compelling reason.

In case of acceptance of offer (subject to clause above), the EMD will be adjusted against the amount payable for the plot of land/plot with structure. In all other cases the EMD shall be refunded, on demand and on scheduled date(s) to the applicant without any interest within thirty days from the date of publication of the final selection list of empanelled candidates.

#### **1.4 Eligibility:**

##### 1.4.2 Eligible candidates:

i) Any person above the age of 18(eighteen) who is a permanent employee of the office of the A.G. West Bengal and other Civil Audit offices in West Bengal under Indian Audit and Accounts Department subject to other conditions as envisaged in the West Bengal Cooperative Society's Act, 2006 and The WBCS Rules 2011, who is eligible to enter into a contract as per law and also an Indian Citizen and permanent resident of West Bengal.

ii) Any other person above the age of eighteen and not employed in the office of the A.G. West Bengal and other Civil Audit offices in West Bengal under Indian Audit and Accounts Department subject to other conditions as envisaged in the West Bengal Cooperative Societies Act, 2006 and The WBCS Rules 2011 who is eligible to enter into a contract as per law and also an Indian Citizen and permanent resident of West Bengal

1.4.3 Only one person from any family will be eligible to apply. Brother/sister/In-laws/parents /son/daughter of any applicant should not apply to increase the probability of getting selected in lottery that may lead to cancellation of both/all related application without assigning any reason.

1.4.4 In all the above cases every application for membership vis –a-vis plot/ plot with building so prescribed by the committee for the purpose is required to have recommendation by a resident member of the Society. However recommendation of any defaulting member who is defaulting in making payment of service charge /de-weeding charge/any other charge or fees payable by him/her to the society for last three months will not be considered valid.

1.4.5 In case any daughter/son/grandson/grand-daughter/descendent of an original allottee (who is/was a resident member ) member intends to apply for a plot of land/ plot with construction, he/she will be required to give a declaration in this regard clearly stating that he/she shall never apply for transfer of shares and/or allotment in respect of any such ancestral plot/ premises/building before the Society as well as relinquish existing joint membership with respect to ancestral plot, if any, in case plot/plot with building is allotted to him/her. This declaration will be applicable for them also in case he/she happens to be an existing joint member with the existing member. Original allottee-member, in this case, means to whom , initially or upon re-allotment, any plot of land / land with building was leased out.

#### **1.5 Selection Process of candidates and creation of Panels:**

1.5.1 For selection of candidates among the applicants and to prepare a shortlist, utmost importance will be given on the applicants' genuine need of residential accommodation. For that reason, application from a person who is single issue(or his/her descendent) of the member residing in the Society's housing project or where his/her brother or sister is a member (first named member in case of joint membership) of this Society and such application from son / daughter / descendent /in-laws of member of the Society who has not yet constructed any house in the Society Project Area is discouraged. For other cases also, application from person having no genuine need for residential accommodation is discouraged.

1.5.2 At the time of short listing, the objective and socio-economic fabric based upon which the housing society and its neighborhood was formed as well as source of finance for consideration money of the intending lessees/candidates will be kept in mind.

1.5.3 For the purpose of short-listing and also to discourage name lenders from applying a provision for a date of interview of intending candidates on pre-notified date (all or in selective manner) may be taken by the Board of Directors or any committee so formed to oversee/co-ordinate whole process of distribution/re-allotment of plot/plot with building.

Based on above principles and such other essential criteria, the decision of Board of Directors for initial short listing of candidates from the applicants will be final and binding.

1.5.4 Depending on availability of plot of land/ plot with building and to make choice of the same, a roster will be maintained from shortlisted candidates among following two categories;

Category A: Permanent employee of the office of the Accountant A. G. West Bengal and other Civil Audit offices in West Bengal under A.G. Indian Audit and Accounts Department.

AND Son or daughter (or his / her direct descendent) of an original allottee who is/was a resident member of the Society who is eligible to apply for membership of the Society vis –a-vis plot/ plot with building as per eligibility criteria where he or she is not the only issue of his / her parents and also where he/she is the only applicant among the siblings of the resident member and where the existing accommodation is not sufficient for the entire family. Original allottee, in this case, means to whom, initially or upon re-allotment, any plot of land / land with building was leased out.

Category B: Any other shortlisted person not falling in above category.

1.5.5 Creation of panel: Minimum three(3) candidates from each category should be empaneled from the shortlisted applicants for the purpose of distribution of plots / plot with building. However, during process of distribution of plots BUT before lottery Board of Directors may decide for induction of more candidates under each category but in equal number.

1.5.6 For creation of panel, initially shortlisted application from different categories should be segregated as such. Thereafter, on specified date and time, and at specific venue, in presence of all interested persons likely to be affected, a category-wise lottery should be organized for dual purpose.

- A. Selection of candidates for empanelment from each category
- B. Position of candidates within each category of panel.

1.5.7 The Society reserves the right to shortlist the number of applicants for holding the final lottery for construction of panel for the purpose of allotment of plot/ plot with building.

1.5.8 If any empanelled candidate wants to withdraw his/her candidature from the panel prior to being finally offered any plot of land/plot with building by the Society, he/she will be allowed to do so and the EMD will be refunded to him/her without any interest.

1.5.9 Validity of panel: one year from the creation of panel and after expiry of one year from the date of creation of panel, such panel will cease to exist irrespective of the fact that whether any empanelled applicant finally offered/got any allotment of Plot of land/plot with building or not.

1.5.10 For final allotment of plot/ plot with building priority will be given in following manner: Category A → Category B i.e. allotment of first available plot of land/ plot with building will be given to empanelled candidate of Category A and then to Category B. This cyclic order of roster will be maintained till the completion of the validity period or exhaustion of the panels (whichever is earlier) with respect to plot of land/ plot with building so available throughout the validity period of the panel.

1.5.11 It is needless to mention that in case only one plot is made available at initial point of notification and none other plot / plot with building is available throughout the validity period of the panel, the said plot will be distributed among the category A panel member only, in accordance with the position, unless otherwise all members of category A refuse to accept the same. In that case only, such plot / plot with structure will be offered to Category B members.

1.5.12 In other word, in case there is availability of more than one plot/ plot with building, then only there will be clear possibility for offering such plot / plot with structure to category A , and subsequently to category B member and so on.

1.5.13 In case there is availability of more than one plots/ plot with building, category A empanelled candidate, in accordance with their position, will be offered to choose any one of the available plot / plot with building. Once a plot/ plot with building is chosen, then for distribution of next one from the remaining one(s) same process will be followed in case of category B empanelled candidate and so on.

1.5.14 In case while offered, say, if first ranked person under category A decline to accept offered available plot / plot with building with a hope for better option within span of validity period of panel, he will only get further chance after exhaustion and distribution of two (2.) plots / plots with building among two categories (one each as per roster). However, when he will be given second chance his position will be no. 1 among the remaining empanelled candidates in category A. The same will be applicable for Category B also.

#### **1.6 Lease premium for plot and plot with structure:**

3.6.1 The persons selected for the purpose, will have to pay Rs.5,50,000/- (Rupees five lakh fifty thousand) only per Cottah as lease premium for leasehold right of the vacant land for 999 years and surcharge/ **further premium for any corner plot/plot adjacent to play lot/ south facing plot etc** (The amount of surcharge/premium for the corner plots **or plot adjacent to play lot or south facing plot etc.** shall be decided by the Board of Directors and list of such plots if available will be intimated time to time) .In addition to that other incidental charges such as **transfer fees**, share money, expenses for Registration etc. will have to be borne by them. Any pending/outstanding statutory liabilities/ property tax (if any, found after allotment) etc. will have to be borne by them. The lease premium for plots and surcharge may be revised time to time by taking resolution in the Annual General Meeting only.

1.6.2 In addition to above the applicant selected for a plot with a building construction thereon will have to pay the cost of construction of the house less depreciation as decided by the Board of Directors in consultation with the surrenderer and/or on the basis of valuation report (for construction)of a Chartered Engineer/ valuer appointed and/or approved by the Society.

1.6.3 All the above amounts will have to be paid within thirty (30) days from the date of offer from the Society to the selected applicants else the candidature shall be liable to be rejected and aforesaid EMD will be forfeited unless otherwise extra time not exceeding ninety (90) days from date of offer is allowed by the Secretary/Chairman of the Society for genuine cause/compelling reason. However,if extra time is allowed , interest on payable amount or remaining balance as aforesaid shall be charged at a flat rate of nine percent per annum to be calculated on daily basis TILL the full payment is made. In that case interest shall be charged from the date of expiry of thirty days of issue of offer letter.

#### **1.7 Guarantee deposit:**

1.7.1 It is always intended that the person to whom the plot of land is distributed, is in genuine need for accommodation and he/she should construct his/her residential accommodation at the earliest. To make the same mandatory, it is suggested to stipulate specific time frame for construction of the house in habitable condition after getting the building plan sanctioned by the Kolkata Municipal Corporation with prior approval /NOC of the Society within two years from the date of Registration of the lease deed. As a guarantee for construction of the house within the stipulated period of two years the allottee should deposit with the Society, along with the value of the plot/plot with building as the case may be, a sum of Rs.50,000/- (Rupees fifty thousand) only per Cottah as Guarantee Money which will be refunded on construction of dwelling house in habitable condition within said stipulated period .

1.7.2 The refund of guarantee money will bear no interest and the same is liable to be forfeited if the above condition of completion of habitable construction within the stipulated time frame of two years is not strictly adhered to unless otherwise such period is extended ( not exceeding six months) by the Board of Directors for genuine cause/compelling situation.

1.7.3 In the matter of deciding the extent of habitability the Society's decision will be final.

1.7.4 It is also suggested that in strict adherence to concerned provisions of West Bengal Co-operative Societies Act 2006 and WBCS Rules 2011 with amendments as may be made from time to time, if construction of dwelling house as per NOC of the Co-

operative society and plan sanctioned by the KMC thereof is not undertaken within stipulated period (now, 3 years) from date of possession/registration of lease deed the allottee will require to surrender the given plot of land failing which the same shall be deemed to have been surrendered to the Co-operative society which may be re-allotted to a new member by the society. In the matter of deciding the extent of habitability the Society's decision will be final.

1.7.5 Subject to resolution taken by the General Body of Members at the Annual General Meeting the Surrender value of plot and lease premium and surcharge of Plot may be revised time to time. However if such resolution is taken at midway of any distribution cycle ( starting from making advertisement till end of re-allotment/exhaustion of period of panel, whichever is earlier) such revision in rate will not be made applicable for case of distribution/re-allotment of plot for such cycle.

However, if the new allottee intends to surrender his/her plot/plot with building during this three years period commencing from date of registration of lease deed, as stated above , any such upward revision of surrender value of plot will not be made applicable for him/her .

1.7.6 Subject to resolution taken by Board of Directors upward revision of fee for Application Form, EMD and Guarantee money deposit may be made time to time. However if such resolution is taken at midway of any distribution cycle ( starting from making advertisement till end of re-allotment/exhaustion of period of panel, whichever is earlier) such revision in rate will not be made applicable for case of distribution/re-allotment of plot for such cycle.

1.7.7 To oversee whole process of distribution from the inception point to the end a nine- member committee constituting of four Board Members and five resident general members ,as nominated by the Board of Directors, may be formed for the sake of ensuring more transparency and participation.



**ANNEXURE –A I**

**PRO-FORMA NOTICE**

It is hereby notified for information of all concerned that a few housing plots of vacant land / plot with construction (as detailed in the annexure) of the Society at Panchasayar, Kolkata-700094 will be allotted on lease to selected persons who are otherwise eligible to be members of this Society as per provisions of the West Bengal Co-operative Societies Act, 2006, the West Bengal Co-operative Societies Rules 2011 and the By-laws of the Society. The persons selected for the purpose, will have to pay Rs.5,50,000/- (Rupees five lakh fifty thousand) only per Cottah as lease premium for leasehold right of the vacant land for 999 years and surcharge/ **further premium for any corner plot/plot adjacent to play lot/ south facing plot etc** (The amount of surcharge/premium for the corner plots **or plot adjacent to play lot or south facing plot etc.** shall be decided by the Board of Directors and list of such plots if available will be intimated time to time) .In addition to that other incidental charges such as **transfer fees**, share money, expenses for Registration etc. will have to be borne by them. Any pending statutory liabilities/ property tax (if any, found after allotment) etc. will have to be borne by them. Besides, the applicant selected for a plot with a building construction thereon will have to pay the cost of construction of the house less depreciation along with lease premium for leasehold right of the plot of land (@Rs.5,50,000/- (Rupees five lakh fifty thousand only per Cottah plus surcharge/ further premium value , if any) as decided by the Board of Directors in consultation with the surrenderer and/or on the basis of valuation report(for construction)of a Chartered Engineer/ valuer appointed and/or approved by the Society. All the above amounts will have to be paid within thirty (30) days from the date of offer from the Society to the selected applicants else the candidature shall be liable to be rejected and aforesaid EMD will be forfeited unless otherwise extra time not exceeding ninety (90) days from date of offer is allowed by the Secretary/Chairman of the Society for genuine cause/compelling reason. However, if extra time is allowed , interest on payable amount or remaining balance as aforesaid shall be charged at a flat rate of nine percent per annum to be calculated on daily basis TILL the full payment is made. In that case interest shall be charged from the date of expiry of thirty days of issue of offer letter.

The selected persons for residential plots will have to construct their habitable dwelling house after getting the building plan sanctioned by the Kolkata Municipal Corporation with prior approval /NOC of the Society within two years from the date of Registration of the lease deed. As a guarantee for construction of the house within the stipulated period of two years they will have to deposit with the Society, along with the value of the plot/plot with building as the case may be, a sum of Rs.50,000/- (Rupees fifty thousand) only per Cottah as Guarantee Money which will be refunded on construction of dwelling house in habitable condition. The refund of guarantee money will bear no interest and the same is liable to be forfeited if the above condition of completion of habitable construction within the stipulated time frame of two years is not strictly adhered to unless otherwise such period is extended ( not exceeding six months) by the Board of Directors for genuine cause/compelling situation.

It may also be mentioned here that in strict adherence to concerned provisions of West Bengal Co-operative Societies Act 2006 and WBCS Rules 2011 with amendments as may be made from time to time, if construction of dwelling house as per NOC of the Co-operative society and plan sanctioned by the KMC thereof is not undertaken within stipulated period (now, 3 years) from date of possession/registration of lease deed the allottee will require to surrender the given plot of land failing which the same shall be deemed to have been surrendered to the Co-operative society which may be re-allotted to a new member by the society. In the matter of deciding the extent of habitability the Society's decision will be final.

Also, if the new allottee intends to surrender his/her plot/plot with building during this three years period commencing from date of registration of lease deed, as stated above, any upward revision of surrender value of plot, during this period, will not be made applicable for him/her .

EMD of Rs.10,000/- (Rupees ten thousand) only will have to be paid along with the application by Demand Draft/Banker's Cheque drawn in favour of 'A.G. West Bengal Employees' Co-operative Housing Society Ltd.', payable at Kolkata. This EMD will be forfeited if the final offer of the plot is not accepted **or if the selected candidate fails to pay all the payable amounts within thirty (30) days from the date of offer from the society** unless otherwise extra time is allowed by the Secretary/Chairman of the Society, not exceeding ninety days from date of offer for genuine cause/compelling reason. In case of acceptance of offer (subject to clause above), the EMD will be adjusted against the amount payable for the plot of land/plot with structure. In all

other cases the EMD shall be refunded, on demand and on scheduled date(s) to the applicant without any interest within thirty days from the date of publication of the final selection list of empanelled candidates.

The interested persons may obtain the prescribed application form from the Office of the Society at ground floor of Administrative Building (Panchaparban) Panchasayar, Kolkata-700094 on payment of Rs.500/- (Rupees five hundred only) and submit the same along with the relevant annexure and recommendation from member(s) of the society (as prescribed in the application form) from this date between 10-00 am and 12-00 noon on any weekday (Monday to Friday) and between 10-00 am and 1-00 pm on Saturdays and Sundays.

**Important Dates**

1. Last date of issue of application form : X + 20 Days
2. Last date of receiving application form : X + 23 Days
3. Date and venue of interview of intending  
(all or in selective manner) candidates : X + 26 Days 10 am to 12 noon
4. Date of Display of list of shortlisted applicants : X + 38 Days.
5. Date and venue of the Draw of Lottery, if  
required, amongst shortlisted applicants : Following Sunday after the  
and display of final Panel of selected Applicants or X+45 days.  
publication of shortlisted  
Applicants as per annexure
6. Initial Meeting for allotment : Following Sunday/X+52 days
7. Date and time of inspection of plot/plot with  
Construction : 10 a.m. to 12 noon; Sundays  
from X preceding the Date of lottery.

“X” stands for advertisement date

It is imperative on the part of the applicants shortlisted, to remain present during the process of draw of lottery.

Under all circumstances the decision of the Board of Directors of the Society will be final and binding to all concerned.

Dated, .....  
Kolkata

]

[Sd/-

Secretary

A.G. West Bengal Employees' Co-operative Housing Society Ltd.

N. B. For further details regarding the allotment of plots please see Annexure – A1 which may be treated as part of notice.

**Annexure – A-II**

**a) Availability and details of plots of land/ plots with construction as on date which is likely to be increased in the validity period of one year:**

**Details of Plots/Plots with house available at present**

SL NO.	PLOT NO.	AREA(IN COTTAH)	PLOT/PLOT WITH BUILDING	WHETHER PLOT (Y/N)	PREMIUM	MUTATED AT KMC(Y/N)

Please note that besides what is stated above, plots of land/ plots with building which will be surrendered to the co-operative society during the course of one-year validity period of panel of selected candidates so described herein under will be re-allotted to them as per the availability position during the year. In case of any unforeseen situation the number of plots / plots with construction may be altered and the same shall be notified.

**b) Eligibility of candidates:**

Eligible candidates:

i) Any person above the age of 18(eighteen) who is a permanent employee of the office of the A.G. West Bengal and other Civil Audit offices in West Bengal under Indian Audit and Accounts Department subject to other conditions as envisaged in the West Bengal Cooperative Society's Act, 2006 and The WBCS Rules 2011, who is eligible to enter into a contract as per law and also an Indian Citizen and permanent resident of West Bengal.

ii) Any other person above the age of eighteen and not employed in the office of the A.G. West Bengal and other Civil Audit offices in West Bengal under Indian Audit and Accounts Department subject to other conditions as envisaged in the West Bengal Cooperative Societies Act, 2006 and The WBCS Rules 2011 who is eligible to enter into a contract as per law and also an Indian Citizen and permanent resident of West Bengal

iii) Only one person from any family will be eligible to apply. Brother/sister/In-laws/parents /son/daughter of any applicant should not apply to increase the probability of getting selected in lottery that may lead to cancellation of both/all related application without assigning any reason.

iv) In all the above cases every application for membership vis –a-vis plot/ plot with building so prescribed by the committee for the purpose is required to have recommendation by a resident member of the Society. However recommendation of any defaulting member who is defaulting in making payment of service charge /de-weeding charge/any other charge or fees payable by him/her to the society for last three months will not be considered valid.

v) In case any daughter/son/grandson/grand-daughter/descendent of an original allottee ( who is/was resident member) member intends to apply for a plot of land/ plot with construction, he/she will be required to give a declaration in this regard clearly stating that he/she shall never apply for transfer of shares and/or allotment in respect of any such ancestral plot/ premises/building before the Society as well as relinquish existing joint membership with respect to ancestral plot, if any, in case plot/plot with building is allotted to him/her. This declaration will be applicable for them also in case he/she happens to be an existing joint member with the existing member.Original allottee-member, in this case ,means to whom , initially or upon re-allotment, any plot of land / land with building was leased out.

**c) Selection Process of candidates and creation of Panels:**

i) For selection of candidates among the applicants and to prepare a shortlist, utmost importance will be given on the applicants' genuine need of residential accommodation. For that reason, application from a person who is single issue (or his/her descendents) of the member residing in the Society's housing project or where his/her brother or sister is a member (first named member in case of joint membership) of this Society and such application from son / daughter / descendent / in-laws of member of the Society who has not yet constructed any house in the Society Project Area is discouraged. For other cases also, application from person having no genuine need for residential accommodation is discouraged.

ii) At the time of short listing, the objective and socio-economic fabric based upon which the housing society and its neighbourhood was formed as well as source of finance for consideration money of the intending lessees/candidates will be kept in mind.

iii) For the purpose of short-listing and also to discourage name lenders from applying a provision for a date of interview of intending candidates on pre-notified date (all or in selective manner) may be taken by the Board of Directors or any committee so formed to oversee/co-ordinate whole process of distribution/re-allotment of plot/plot with building.

iv) Based on above principles and such other essential criteria, the decision of Board of Directors for initial short listing of candidates from the applicants will be final and binding.

v) Depending on availability of plot of land/ plot with building and to make choice of the same, a roster will be maintained from shortlisted candidates among following two categories;

Category A: Permanent employee of the office of the Accountant A. G. West Bengal and other Civil Audit offices in West Bengal under A.G. Indian Audit and Accounts Department.

AND Son or daughter (or his / her direct descendent) of a original allottee who is/was a resident member of the Society who is eligible to apply for membership of the Society vis –a-vis plot/ plot with building as per eligibility criteria where he or she is not the only issue of his / her parents and also where he/she is the only applicant among the siblings of the resident member and where the existing accommodation is not sufficient for the entire family. Original allottee, in this case, means to whom initially or upon re-allotment, any plot of land / land with building was leased out.

Category B: Any other shortlisted person not falling in above category.

vi) Creation of panel: Minimum three(3) candidates from each category should be empanelled from the shortlisted applicants for the purpose of distribution of plots / plot with building. However, during process of distribution of plots BUT before lottery Board of Directors may decide for induction of more candidates under each category but in equal number.

vii) For creation of panel, initially shortlisted applications from different categories will be segregated as such. Thereafter, on specified date and time, and at specific venue, in presence of all interested persons likely to be affected, a category-wise lottery will be organized for dual purpose.

A. Selection of candidates for empanelment from each category

B. Position of candidates within each category of panel.

viii) The Society reserves the right to shortlist the number of applicants for holding the final lottery for construction of panel for the purpose of allotment of plot/ plot with building.

ix) If any empanelled candidate wants to withdraw his/her candidature from the panel prior to being finally offered any plot of land/plot with building by the Society, he/she will be allowed to do so and the EMD will be refunded to him/her without any interest.

x) Validity of panel: one year from the creation of panel and after expiry of one year from the date of creation of panel, such panel will cease to exist irrespective of the fact that whether any empanelled applicant finally offered/got any allotment of Plot of land/plot with building or not.

xi) For final allotment of plot/ plot with building priority will be given in following manner: Category A → Category B i.e. allotment of first available plot of land/ plot with building will be given to empanelled candidate of Category A and then to Category B. This cyclic order of roster will be maintained till the completion of the validity period or exhaustion of the panels(whichever is earlier) with respect to plot of land/ plot with building so available throughout the validity period of the panel.

xii) It is needless to mention that in case only one plot is made available at initial point of notification and none other plot / plot with building is available throughout the validity period of the panel, the said plot will be distributed among the category A panel member only, in accordance with the position, unless otherwise all members of category A refuse to accept the same. In that case only, such plot / plot with building will be offered to Category B members.

xiii) In other word, in case there is availability of more than one plots/ plot with building, then only there will be clear possibility for offering such plot / plot with building to category A , and subsequently to category B member and so on.

xiv) In case there is availability of more than one plot/ plot with building, category A empanelled candidate, in accordance with their position, will be offered to choose any one of the available plot / plot with building. Once a plot/ plot with building is chosen, then for distribution of next one from the remaining one(s) same process will be followed in case of category B empanelled candidate and so on.

xv) In case while offered, say, if first ranked person under category A decline to accept offered available plot / plot with building with a hope for better option within span of validity period of panel, he will only get further chance after exhaustion and distribution of two (2) plots / plots with building among two categories (one each as per roster). However, when he will be given second chance his position will be no. 1 among the remaining empanelled candidates of Category A. The same method will be applicable for Category B candidates also.

#### **N.B.1) Definition of family for the purpose of the Act**

Explanation- As envisaged under section 16(3) ,a family shall be deemed to consist of husband, wife, minor sons and daughters, dependent widow of a pre-deceased son, minor sons and daughter of a dependent widow of a pre-deceased son, husbands' and wife's dependent parents and dependent divorce daughter.

(2) By stating The selected persons for residential plots will have to construction of habitable dwelling house after getting the building plan sanctioned by the Kolkata Municipal Corporation with prior approval /NOC of the Society within two years from the date of Registration of the lease deed does not necessarily mean that whole building should be constructed as per plan(say , both the floors need not be constructed if plan for two storied building is sanctioned) within stipulated period rather building construction can be completed partially(say, ground floor only in case of example as given above) but definitely in habitable condition where question of habitability would be decided by the society.

**ANNEXURE – A-III**

(Seal)

**PRO-FORMA FORM FOR APPLICATION FOR MEMBERSHIP Vis-a-Vis PLOT/PLOT WITH STRUCTURE**

Application Serial No. \_\_\_\_\_

To  
The Secretary  
A.G. West Bengal Employees' Co-operative Housing Society Ltd.  
Administrative Building, Panchasayar,  
Kolkata- 700094.

Dear Sir,

In response to your notice dated ..... I hereby apply for membership of your society against a plot of land (3 Cottah)/ a plot of land (4 Cottah)/a plot with construction, notified therein and undertake to abide by all conditions laid down in the said notice.

I have gone through registered by-laws of your society and the West Bengal Co-operative Societies Act, 2006 and the Rules made thereunder and I hereby declare and undertake to abide by the provisions of the by-laws, the Act and the Rules.

Particulars, information and declarations are furnished below:

Yours faithfully,

Date:

Place:

(Signature)

**PARTICULARS**

1. Name(s) :
2. Father's Name :
3. Mother's Name
4. Spouse's Name
5. Father-in-law's Name
6. Mother-in-law's Name
7. Present Address :
8. Permanent Address :

9. Contact details :  
 (a) Land line :  
 (b) Mobile :  
 (c) E-mail id :
10. Date of Birth :
11. Permanent Account No.(PAN) :
12. Family Members who will Reside with the applicant. :
13. Name and Address of the Office where the applicant is employed or in case of self employed details of profession /occupation. (A Salary Certificate / Form-16, from present employer or Income Tax Return in case of self employed is to be enclosed) :
14. Reasons for having a plot of land / Plot with construction at Panchasayar in the context of genuine need for residential accommodation. :
15. Details of present residence (Either owned by applicant or by spouse/ ancestral or rented, if Rented then furnish Rent Receipt) :
16. Details of any other immovable property held by the applicant or spouse irrespective of own, acquired or ancestral. :
17. The possibility of future inheritance of any Property by the applicant or spouse :
14. Expected date of construction of habitable dwelling house :
15. Whether any relative or family member of the applicant is a Member of this Co-op Hsg Society. If yes, put detail:
16. Whether any other relative or family member of the applicant has applied for plot/plot with structure this time. If yes, put detail:
17. Whether previously applied for plot etc.,if yes put detail :

18. Declaration :

- (a) I am not a member of any other Co-operative Housing Society in West Bengal and I or any member of my family does not own any house or apartment or plot of land in the area under Kolkata Municipal Corporation.
- (b) I agree to abide by the terms and conditions as laid down in the notice dated.....
- (c) The Particulars furnished above are true to the best of my knowledge and belief.
- (d) I shall pay the entire sum relating to lease premium etc. pertaining to plot/plot with construction as mentioned in the notice dated within thirty days from the date of receipt of offer letter from the Co-operative Society ,if selected .
- (e) I shall construct a habitable dwelling house on the plot after procurement of NOC from the Co-operative society within two years from the date of Registration of the lease deed which in no way shall be issued for any commercial gain.
- (f) I am aware that in case of failure to complete construction of a dwelling house in habitable condition on the given plot of land as per NOC of the Co-operative society and plan sanctioned by the KMC thereof within two years from the date of registration of the lease deed, the guarantee money shall be forfeited.
- (g) I am aware that if construction of dwelling house as per NOC of the Co-operative society and plan sanctioned by the KMC thereof is not undertaken within three(3) years from date of possession/registration of lease deed I will require to surrender the given plot of land failing which the same shall be deemed to have been surrendered to the Co-operative society which may be re-allotted to a new member by the society.
- (h) I am also aware that if I intend to surrender the plot/plot with building during this three years period , no upward revision of surrender value,if any , will be made applicable for me in the event of allotment of plot / plot with building and registration of lease deed thereof.
- (i) I am also aware that under all circumstances the decision of the Board of Directors of the Society will be final and binding to all concerned.
- (j) Since I am son/daughter/descendent of a member of the Society, I do hereby declare that in case of being selected for getting a plot/a plot of land with construction, I shall relinquish my membership right in the form of share & interest in A. G. W. B. Co-op Society in respect to my ancestral property as well as my existing joint membership, if any. **(please strike out if not applicable).**

(Seal)

Encl: 1. Demand draft no .....on ..... Bank dated.....for Rs .....- only.

- 2. Affidavit duly filled in (as per annexure AIII)
- 3. Copy of Salary Certificate/ From 16/I.T. Return wherever applicable.
- 4. Copy of Rent receipt, if applicable.
- 5. Copy of Voter Card / ADHAR Card as proof of identity
- 6. Copy of ADHAR/Ration card/Electricity bill/Telephone bill as Proof of address

**(Signature of the Applicant)**

I know Sri/Smt. .... Personally and ..... for ..... years and I am of the opinion that he/she is fit and suitable person to be admitted as a member of the Society. I hereby certify that the applicant is in genuine need for a plot of land/ building for his/her own accommodation and recommend very strongly his/her candidature. The particulars submitted by the applicant are true to the best of my knowledge and belief. The signature of the applicant was given in my presence.

Date:

(Signature of the Member of the Society)



FORM XXVIII A

[Section 87]

PRO-FORMA OF THE AFFIDAVIT

Before the Judicial Magistrate/Executive Magistrate \_\_\_\_\_

I, Sri/Smt. \_\_\_\_\_ s.o/w.o./d.o \_\_\_\_\_  
by faith \_\_\_\_\_ by occupation service/business aged  
about \_\_\_\_\_ years at present residing at  
\_\_\_\_\_ P.O. \_\_\_\_\_ Dist. \_\_\_\_\_ State \_\_\_\_\_ Pin  
Code \_\_\_\_\_ do hereby solemnly

Declare affirms as follows:-

1. That I am a citizen of Indian or a non-residential Indian. \*
2. That I do not own house or flat or a building or building site or land either in my own name or in the name of my family as defined under section 16(3) of the West Bengal Cooperative Society Act, 2006 in the Kolkata Municipal Corporation where the cooperative society is located.
3. That I intend to be a member of the A.G.W.B. Employees' Co-operative Housing Society having its registered office at Administrative Building, Panchasayar, P.O.Panchasayar, Dist.24 P.G.S(S),Kolkata, Pin.700094 for the purpose of owing a plot of land/land with construction of the housing project of the said Cooperative Society for residential accommodation of myself and members of the family.
4. That I am a permanent resident in the State of West Bengal or I intend to reside in West Bengal permanently within a period of one year from the date of application.
5. That I am not a member of any other housing cooperative societies in West Bengal.
6. That I have genuine need for housing or additional accommodation from A.G. West Bengal Employees' Co-operative Housing society Ltd.
7. That I have not entered into any contract with the from A.G. West Bengal Employees' Co-operative Housing society Ltd in the matter of any work constructional or otherwise relating to a project of the cooperative society.

That the above statements are true to the best of my knowledge and belief and I swear this affidavit of this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_.

\_\_\_\_\_  
Signature of the deponent

Identified by me

\_\_\_\_\_  
Advocate

Date: .....