

The Punjab Apartment Ownership Rules, 1995

PUNJAB

India

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Rule THE-PUNJAB-APARTMENT-OWNERSHIP-RULES-1995 of 1995

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1. Short title and commencement.

(1)These rules may be called the Punjab Apartment Ownership Rules, 1995.(2)They shall come into force at once.

2. Definitions.

- In these rules, unless the context otherwise requires,-(a)"Act" means the Punjab Apartment Ownership Act, 1995;(b)"Form" means a Form appended to these rules; and(c)"Section" means a section of the Act.

3. Percentage of interest in case of non-residential apartments.

- The percentage of undivided interest of each apartment in a building wholly or partly put to non-residential use, shall be the ratio of the floor area of each apartment to the total floor area of all the apartments of the building, and in respect of the limited common areas and facilities reserved for the use of certain apartments to the exclusion of other apartments, such percentage shall be the ratio of the floor area of the apartment to the total floor area of those apartments for which the use is reserved. [Sections 4(2) and 38(2)(a).]

4. Undertaking to be filed by the person acquiring an apartment.

- A person acquiring an apartment from any apartment owner by way of gift, exchange, purchase or

otherwise or taking lease of an apartment from an apartment owner, shall within ninety days of such transfer file an undertaking in Form 'A' with the Competent Authority to comply with the covenants, conditions and restrictions subject to which such apartment is owned by the apartment owner. [Sections 9(b) and 38(2)(b).]

5. Composition fee.

- The composition fee payable under sub-section (3) of section 12 shall be paid by the sub-lessee to the lessee at the same rate at which it is payable by the lessee to the lessor for similar breach of terms and conditions of lease: Provided that any deviation from the sanctioned plan in respect of the structural design and any change of use of apartment other than the use for which the apartment has been allotted shall not be compoundable. [Sections 12(3) and 38(2)(c).]

6. Application to be made to the competent authority for issuing certificate.

- An application to the competent authority under sub-sections (3) (4) or (5) of Section 15, as the case may be, for obtaining a certificate to be produced before the registering officer for enforcing registration shall be made by the transferee or the apartment owner as the case may be in Form B. [Sections 15(3) and 38(2)(b).]

7. Form of Register of deeds and of index thereto referred to in sub-section (3) of section 16

(1) The Register of conveyance deeds of Apartments shall be maintained by the registering officer in Form 'C'. (2) The index to the Register referred to in sub-rule (1) shall be maintained by the registering officer in Form 'D'. [Sections 16(3) and 38(2)(d).]

8. Registration Certificate.

- A registration certificate to a promoter under sub-section (3) of Section 17, shall be granted by the competent authority in Form E'. [Sections 17(3) and 38(2)(h).]

9. Model Bye-laws.

- The model bye-laws of an association shall be in the form set out in the Schedule to these rules. [Sections 20 and 38(2)(e).]

10. Powers of Civil Court to be conferred on competent authority.

- In discharging its functions under the Act, the competent authority shall, in addition to the powers of a civil court conferred on it under section 32, have also the powers of the civil court exercisable under the Code of Civil Procedure, 1908 (Central Act 5 of 1908) in respect of such matters as the State Government may specify by notification from time to time. [Sections 32(2)(f) and 38(2)(f).]

11. Form and manner of appeal.

(1)An appeal against order passed by the competent authority under the Act shall be presented to the appellate authority either by the appellant or his agent or shall be sent by registered post addressed to the appellate authority indicating the date of the order appealed against and setting forth concisely the grounds of appeal and be accompanied by a certified copy of the order appealed against.(2)The memorandum of appeal shall be signed by the appellant or his agent and shall be affixed with a court fee stamp of fifteen rupees.(3)On receipt of the memorandum of appeal, the appellate authority shall fix a date for hearing the parties. [Sections 33(2) and 38(2)(f).]Form 'A'(See rule 4)Undertaking Under Section 9(b) of the Punjab Apartment Ownership Act, 1995.I,

_____ Son/Daughter/Wife of Shri _____ resident of _____ have acquired apartment No. _____ by gift, exchange, purchase, or otherwise (delete whatever is not applicable) or have taken on lease from Shri/Smt./Kumari. _____ and hereby undertake to comply with the covenants, conditions and restrictions subject to which the said apartment was owned by the said Shri/Smt./Kumari _____ before the date of the transfer.I further undertake that I shall be subject to the provisions of the Punjab Apartment Ownership Act, 1995 and the rules made thereunder.Signed and delivered by Shri/Smt./Kumari _____ in the presence of

1. _____

2. _____

This _____ day of _____ at _____ .Signatures.Form 'B'[See rule 6]Form of application for enforcing the registration of transferToThe Competent Authority, _____ Sir,I/We beg to apply for issuing a certificate to be produced before the registering Officer concerned for enforcing the registration of conveyance/endorsement on the conveyance deed/sub-lease as the case may be in my/our name in pursuance of the agreement of sale/sub-lease made between the promoter/apartment owner and me/us.The requisite particulars are given hereunder :-

1. Name of the applicant.

2. Father's Name.

3. Address for correspondence.

4. Number and location of apartment.

5. Area of apartment in square metres, in possession of the applicant

6. Consideration money paid.

7. Details of agreement of Sale/Hire purchase (enclose copy of the agreement of sale/Hire-purchase).

8. Name of the promoter/Apartment Owner.

9. Date of agreement_____.

10. Name and designation of the authority verifying or certifying the agreement.

11. Any other particulars.

Dated:Place:Yours faithfully,()Form 'C[See rule 7(1)]Register of Deed of Apartments

1. Name of Building

2. Street/Road number where the building is situated.

3. Town and Path/Divisions of land on which the building is constructed/Hadbast number/Khasra number.

4. Floor of the building.

5. Apartment number shown in the plans.

6. Floor area of the apartment.

7. District and Tehsil in which the Deed of conveyance of the Apartment is registered.

Serial No.	Name of apartment owner	Address of Apartment Owner	Percentage of undivided interest in common areas and facilities	Date of conveyance of apartment	Date of application for registration of conveyance deed of apartment	Price of apartment settled	Date of payment of price	Date of registration of deed of apartment
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1	2	3	4	5	6	7	8	9
Form D[See rule 7(2)]Index to Register of Conveyance Deeds of Apartments								
Name of the executing party	Place of residence	Name of building and its situation	Apartment number, floor of the building and name of the building	Nature of conveyance deed of apartment and consideration	Date of execution	Registration	Serial number, volume and page	Remarks
1	2	3	4	5	6	7	8	9

Form E[See rule 8]Form of Registration certificate for registering AssociationsOffice Of The Competent Authority_____.Certified that_____(Name of Association) has been registered under rule 8 of the Punjab Apartment Ownership Rules, 1995.Issued this_____ day of_____ under my signatures and seal.Competent Authority._____.

Schedule

[See rule 7]Model bye-laws of_____ Association under section 20 of the Punjab Apartment Ownership Act, 1995.

Part I – Preliminary

1. Short title, extent and commencement. - (1) These bye-laws may be called the Apartment Ownership Association Model Bye-laws, 1995.

(2)They shall extend to the State of Punjab for the administration of the property and the common areas and facilities and common services.(3)They shall come into force at once. [Sections 20 and 38(2)(e).]

2. Application. - They shall apply to every apartment in a building constructed or converted into apartments by a promoter before or after the commencement of the Punjab Apartment Ownership Act, 1995.

3. Definitions. - In these bye-laws, unless the context otherwise requires,-

(a)'Act' means the Punjab Apartment Ownership Act, 1995 (Punjab Act No. 13 of 1995);(b)'Association' means an Association formed under section 17;(c)'Board' means the Board of an Association;(d)'Director' means a Director of the Board;(e)'Member' means a member of the Association;(f)'President' means the President of the Association;(g)'Secretary' means the Secretary of the Association;(h)'Section' means the section of the Act; and(i)'Treasurer' means the Treasurer

of the Association.

Part II – Association

4. Aims and the objects of the Association. - The aims and objects of the Association shall be to :-

(a)administer the affairs in relation to the apartments and the property;(b)provide for management, maintenance, repair and upkeep of the property and of the common areas and facilities and common services by contributions from the apartment owners and if necessary by raising loans for that purpose;(c)retain and rent on licence if possible suitable portions of the common areas and facilities for commercial purposes and to distribute the common profits amongst the apartment owners;(d)maintain repair and replace the common areas and facilities and common services;(e)undertake measures to spread the spirit of community living and practices;(f)establish and carry on of its own or jointly with individuals or institutions, educational, recreational and social activities for the benefit of the apartment owners;(g)undertake such other activities which are conducive to the attainment of the aims and objects specified hereinbefore. [Sections 20 and 38(2)(e).]

5. Formation of Association. - Association shall be formed in accordance with the provisions of section 17 as under, namely :-

(a)All apartment owners who have purchased apartments in a building and executed deeds of conveyance of apartments, shall become the members of the Association on payment of membership fee of rupees one hundred;(b)Upon sale, bequest or transfer of an apartment, the purchaser of the apartment or the grantee or legatee or the transferee shall automatically become member of the Association in place of the Apartment Owner;(c)Where apartment is held jointly by two or more persons the membership of the Association will be issued in their joint names, but the person whose name stands first in the membership list shall have the right to vote and in case the apartment is owned by a Hindu undivided family the karta of the family shall have the right to vote. [Sections 17, 20 and 38(2)(e).]

6. Disqualification. - No apartment owner shall be eligible for election as a member of the Board or as an office-bearer of the Association of the Board if he is in default in the payment of his contribution towards common expenses or any other expenses imposed by the Association for a period exceeding sixty days from the date on which the said payment falls due. [Sections 20 and 38(2).]

7. Powers and functions of Association. - Every Association shall have the following powers and functions namely :-

(a)the right of access to apartments, under sub-section (b) of section 5;(b)the responsibility for the administration and management of the property and maintenance and upkeep of the common areas and facilities and common services, under section 17;(c)the power to repair, reconstruct or rebuild the property which is damaged or destroyed, under section 21;(d)the power to take action with respect to any cause of action relating to the common areas and facilities on behalf of two or more apartment owners, under section 22;(e)the responsibility for assessment of the share in the common profits of the property to be distributed among, and common expenses chargeable to the apartment owners, under section 24;(f)the liability for any breach of law in respect of the common areas and facilities, under Section 28;(g)the power to recover amounts from apartment owners or other persons, and right to apply to the Collector for the recovery of the unpaid amounts as an arrear of land revenue, under Section 29;(h)the duty to collect Government and Municipal taxes including the ground rent from the apartment owners and to remit the same to the Government or the local authority, as the case may be, under section 30;(i)the duty to arrange for insurance, under section 31;(j)election of the members of the Board;(k)consideration of the annual report of the Association and its annual accounts; and(l)amendments of the bye-laws as per provisions of the Act and the rules made thereunder. [Sections 19, 20 and 38(2)(e).]

Part III – Association and its General Body

8. All the members of an Association shall constitute the General Body of the Association. [Sections 20 and 38(2)(e).]

9. Place of meeting. - Meeting of the General Body of the Association shall be held at a suitable place convenient to the apartment owners.[Sections 20 and 38(2)(e).]

10. Annual meeting. - (1) The General Body of the Association shall meet from time to time at least twice a year and annual meeting of the Association to elect members of the Board and other officer-bearers shall be held in accordance with the Bye-laws of the Association.

(2)The meeting of the General Body shall be presided over by the President of the Board and in his absence, by any member elected by the members present from amongst themselves;(3)Meetings of the General Body shall be convened by the Secretary of the Association under the directions of the Board and a General Body meeting shall also be convened if resolution for such a meeting signed by not less than one-fourth of the total members is recommended by the Board for holding such a meeting.(4)(a)If on the receipt of the requisition, the Board fails, within thirty days, to convene the General Body meeting, the signatories to the requisition may refer the matter to the Competent Authority who may, if thinks fit, summon the General Body meeting.(b)The Competent Authority

may of its own at any time, summon a General Body meeting of the Association.(5)Atleast a fifteen days clear notice specifying the date, place, time and agenda of the General Body meeting shall be given by circulation of the notice book and getting the signatures of the members on it or by sending the notice to the members by postal certificate or affixing a copy of the notice at some conspicuous place in the building. [Sections 20 and 38(20)(e).]

11. Quorum. - (1) In all meetings of the General Body of the Association one-third of the total strength of the members subject to a minimum of five members shall constitute a quorum.

(2)If at any meeting, no quorum is forthcoming then the meeting will stand adjourned to such other time, date and place as may be fixed by the President and no quorum shall be necessary for the transaction of the same business.(3)All questions at the meetings of the General Body shall be decided by the Majority of the votes of the members present and voting and in case of equality of votes the person presiding shall have second and casting vote.

Part IV – Board of Directors

12. Board to manage affairs of the Association. - (1) The affairs of the Association shall be managed by its Board and members of the Board shall be known as Directors.

(2)The Board shall consist of not less than five and not more than eleven Directors to be elected out of the members of the Association.(3)At every annual general meeting of the Association, one-third of such of the Directors for the time being in office or, if their number is not three or multiple of three, then the number nearest to one-third shall retire from office, but will be eligible for re-election.(4)The Directors who will retire by rotation at every Annual General meeting every year shall be those who have longest stay in office since their last appointment but as between persons who become Directors on the same day, those who are to retire shall (unless they otherwise agree amongst themselves), be determined by lot. [Sections 20 and 38(2)(e).]

13. Powers and duties of the Board. - The Board shall exercise all the powers and discharge all the duties of the Association except those reserved for the General Body subject to any regulations or restrictions duly laid down by the Association in Annual General meeting or in the Bye-laws and in particular, the Board shall have the following powers and duties, namely.

(i)observe in all their transactions, the provision of the Act, Rules and the Bye-laws made thereunder;(ii)maintain true and accurate accounts of all money received and expended and of all stocks bought and sold;(iii)keep true account of the assets and liabilities of the Association;(iv)keep a register of members corrected up-to-date;(v)consider inspection notes of the Competent Authority and his staff and the audit notes of the auditors and to take necessary action;(vi)give directions to

the Secretary to summon general meetings in accordance with these Bye-laws;(vii)assist in the inspection of the books by the persons authorised to inspect them;(viii)the Board may engage either on full time or part time or on contract basis such number of persons as it determines for the administration, management, maintenance, repair and replacement of the property and the common areas and the facilities on such terms and conditions as it may decide and the Board may also recruit such persons on such conditions as it may decide;(ix)appoint, suspend, dismiss or punish employees subject to any conditions laid down by the Association from time to time and to take proper securities from them;(x)through any member, or officer, or employee of the Association or the Board or any other person, specially authorised to institute, conduct, defend, compromise, refer to arbitration or abandon legal proceedings by or against the Association or the Board or officer or employee concerning the affairs of Association;(xi)arrange for the safe custody of books and appoint one of its members or one of the officers of the Association to take charge of all the registers and papers prescribed in these Bye-laws and to send the original charge report on his behalf to the office of the Competent Authority;(xii)accept or reject the resignation from the membership of the Board;(xiii)generally to carry on the business of the Associations; and(xiv)any other power assigned by the Association from time to time.

14. Meetings of the Board. - (1) The first meeting of a newly elected Board shall be held within ten days of its election at such place and time as may be fixed by the Directors at the meeting at which such Directors were elected and no notice shall be necessary to the newly elected Directors.

(2)(a)Not less than four regular meetings of the Board shall be held every year at such time and place as may be determined by the President of the Board.(b)Notice of regular meetings of the Board shall be given to each Director personally or by giving atleast three days prior to the date for such meeting.(3)Special meetings may be called by the President of his own accord or on a written request of at least three Directors and for convening such meetings notice in the manner specified in sub-bye-law (2) shall be given to all the Directors.(4)In all the meetings of the Board one-third of the total strength of Directors, subject to the minimum of three Directors, shall constitute a quorum and if at any meeting no quorum is forth-coming then the meeting will stand adjourned to such other time, date and place as may be fixed by the President and no quorum shall be necessary for transaction of the same business. [Sections 20 and 38(2)(e).]

Part V – Officers

15. Officers of Association. (1) The principal officers of the Association shall be the President, the Secretary and the Treasurer, all of whom shall be elected by and from the members of the Board.

(2)Election of Officers. - The Principal Officers of the Association shall be elected annually by the Board at the annual meeting of the Board.(3)President. - The President shall be the Chief Executive Officer of the Board and shall preside over the meetings of the Association and the Board and in his

absence any member elected by the members present shall preside over the meetings.(4)Secretary. - The Secretary shall keep the minutes of the meetings of the Board and of the Association and shall have charge of such books and papers and shall perform all duties incidental to the office of the Secretary as the Board may direct.(5)Treasurer. - The Treasurer shall be responsible for proper custody and maintenance of the funds and Securities and shall also keep full and accurate accounts of all receipts and expenditures in the books of the Board. [Sections 20 and 38(2)(e).]

16. Removal of officers. - Any officer of the Association may be removed with or without cause upon an affirmative vote of majority of the Directors and his successor may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose. [Sections 20 and 38(2)(e).]

Part VI – Obligations of Apartment Owners

17. Maintenance, repair and replacement of common area facilities and payments. - (1) All apartment owners are obliged to pay assessments imposed by the Association to meet all expenses, on the maintenance, repair and replacement and of the common areas and facilities, and common services;

(2)Every apartment owner must perform all maintenance and repair work within his own apartment;(3)All the repairs of internal installations of the apartment such as water, light, gas, power, sewerage, telephone, air-conditioners, sanitary installations, doors, windows, lamps and all other accessories, shall be at the expenses of apartment owner concerned;(4)The apartment owner shall reimburse the Association for any expenditure incurred in repairing or replacing any common areas and facilities damaged due to his fault. [Sections 20 and 38(2)(e).]

18. Collection of common expenses. - All apartment owners shall pay in lumpsum or in instalments as the Board may determine monthly assessments imposed by the Association to meet all common expenses in cash or in any other manner as the Board may decide from time to time. [Sections 20 and 38(2)(e).]

Explanation. - The assessment shall be made on pro rata basis according to the floor area of each apartment.

19. Use and maintenance of apartment and common areas and facilities. - (i) Every apartment shall be used only for the purpose for which purpose it has been allotted;

(ii) No apartment owner shall carry out any structural modification or alteration or installation located in the apartment without first obtaining the consent of all other apartment owners and notifying the Association in writing and other owners shall have the obligation to give their consent and the Association shall have the obligation to reply, within thirty days of the receipt of request for consent or notification, and failure to do so shall mean that there is no objection to the proposed modification, alteration or installation; (iii) The apartment owners shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas of facilities of a similar nature, both common and restricted, any furniture package or objects of any kind and such areas shall be used for no other purpose than for normal transit through them; (iv) The apartment owner will be required to utilise exclusively a freight or service elevators for transporting package merchandise or any other object that may affect the comfort or well being of the passengers of the elevators meant for the transportation of owners, residents and guests; (v) No resident shall paste any advertisement or poster of any kind in or on the building except as authorised by the Association; (vi) The residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers which may disturb others and the residents keeping domestic animals shall abide by the municipal bye-laws or regulations; (vii) No resident shall - (a) hang garments, rugs etc. from the windows, balconies or from any of the facades; (b) dust rugs etc. from the windows or to clean rugs etc. by beating on the exterior part of the building; (c) throw garbage or trash outside the disposal places provided for such purpose in the service areas and where such a place is not provided, all garbage or trash shall be collected in a vessel and thrown in the municipal dustbins; (viii) No apartment owner, resident or lessee shall instal wiring for electrical or telephone installations, television antenna, machines or air- conditioning units etc. on the exterior of the building. [Sections 20 and 38(2)(e).]

20. Transfer or partition of apartment and percentage of undivided interest in the common areas and facilities. - Where the ownership of an apartment is transferred or the apartment is partitioned as per deed of conveyance, the percentage of undivided interest in common areas and facilities shall be determined in the ratio of the floor area of the apartment so transferred or partitioned to the total floor area of the apartments of the building and in the case of vesting of any right in such apartment it shall be worked on the basis of ratio of the initial floor area of the apartment to the total initial floor area of the apartments of the building as shown in the conveyance deed of the apartment. [Sections 20 and 38(2)(e).]

21. Person to receive service or process. - In any action against the Association a member shall send notice in writing to the Secretary of the Board who shall be the person to receive notice or process and in case of his absence any other officer authorised by the President of the Board will receive such notices or process. [Sections 20 and 38(2)(e).]

22. Amendment of Bye-laws. - Subject to the provisions of the Act, no amendment of these bye-laws shall be carried out save in accordance with a resolution passed by General Body of Association in a meeting of which due notice of the intention to discuss the amendment has been given;

Provided that amendment proposed on the basis of directions issued by the Competent Authority may be adopted by simple majority of the members present at a General Body meeting. [Sections 20 and 38(2)(c).]

23. Staff. - The Board may engage either on full time or part time or on contract basis such number of persons as it determines for the administration, management, maintenance, repair and replacement of the property and the common areas and the facilities on such terms and conditions as it may decide and the Board may also recruit such other persons on such terms and conditions as it may determine. [Sections 20 and 38(2)(e).]

Part VII – Funds and their Investments

24. Funds. - Funds may be raised by the Association in all or any of the following ways, namely :-

(a)by floating shares;(b)by contributions and donations by the apartment owners;(c)from common profits which shall form the nucleus of the reserve fund of the Association;(d)by raising loans, if necessary, subject to such terms and conditions as the Association may determine in this behalf. [Sections 20 and 38(2)(e).]

25. Investment. - The Association may deposit its funds in any bank or invest them in such securities as the Association may decide from time to time. [Sections 20 and 38(2)(e).]

26. Accounts. - (1) The Association shall open a bank account and deposit the money received on behalf of the Association, and the Secretary may retain in his personal custody an amount not exceeding such amount as the Board may decide for petty expenses and all payments above that amount shall be made by cheque, signed by the Secretary and one of the members of the Board.

(2)Each apartment owner shall have a pass book in which the Secretary shall enter amounts paid to

or received for his share in receipt of profits from common areas and contributions towards common expenses, and his share of assessment and other dues, if any, in respect of his apartment.(3)The Association shall on or before the 31st day of July in each year publish an audited financial statement in respect of the common areas and facilities containing, namely :-(a)the income and expenditure account;(b)the receipts and expenditure of the previous financial year; or(c)a summary of the property and assets and liabilities of the common areas and facilities of the Association giving such particulars as will disclose the general nature of these liabilities and assets and how the value of fixed as assets have been arrived at.(4)The audited financial statement shall be open to inspection of any member of the Association during office hours and a copy thereof shall be submitted to the Competent Authority not later than the 15th day of August of every year.(5)Every financial statement shall be accompanied by a list of the apartment owners and the similar list of lessees. [Sections 20 and 38(2)(e).]

27. Publication of accounts and reports. - A copy of the last financial statement and of the report of the auditor, if any, shall be kept in a conspicuous place in the office of the Association. [Sections 20 and 38(2)(e).]

28. Appointment of Auditor. - The Association shall appoint at its general meeting an auditor who shall audit the accounts of the Association to be prepared by the Board. [Sections 20 and 38(2)(e).]

29. Power of Auditor. - The auditor shall be entitled to call for and examine any papers or documents belonging to the Association relating to the common areas and facilities and common expenses and shall make a special report to the Association upon any matter connected with the accounts which appears to him to require notice. [Sections 20 and 38(2)(e).]

Part VIII – Mortgages

30. Notice to Association. - If an apartment owner mortgages his apartment, he shall notify to the President of the Board the name and address of the mortgagee and the Board shall maintain such information in a book entitled "Book of Mortgages of Apartments". [Sections 20 and 38(2)(e).]

31. Notice of unpaid assessments. - The Association shall, on the request of a mortgagee of an apartment, intimate him about any unpaid assessment due from the apartment owner. [Sections 20 and 38(2)(e).]

Part IX – Miscellaneous

32. Compliance. - These bye-laws are set forth to comply with the requirements of the Punjab Apartment Ownership Act, 1995 and in case of these bye-laws coming in any way in conflict with the provisions of the said Act, the provisions of the Act will prevail. [Sections 20 and 38(2)(e).]

33. Seal of the Association. The Association shall have a common seal which shall remain in the custody of the Secretary and shall be used under the authority of a resolution of the Board and deed of instrument to which the seal is affixed shall be attested for and on behalf of the Association by two members of the Board and the Secretary or any other person authorised by the Association in this behalf. [Sections 29 and 39(2)(e).]