

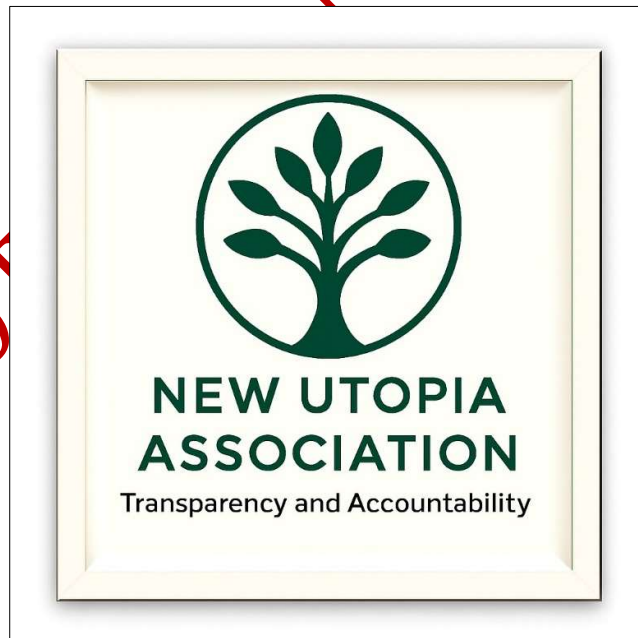


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# NEW UTOPIA ASSOCIATION BYE-LAWS

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(RULES AND REGULATIONS)



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# I. FOUNDATIONAL PROVISIONS

## 1. TITLE & APPLICATION:

### 1.1. NAME AND REGISTRATION:

- a) The Association shall be known as the “New Utopia Association”, hereinafter referred to as “NUA”, and is constituted under the provisions of the Karnataka Societies Registration Act, 1960 in Sep 2025.
- b) The registered office of the Association shall be located at: Utopia, Tarabanhalli Village, next to Olde Bangalore Resort and Wellness Centre, Chikkajala Post, Bangalore -562157

### 1.2. PURPOSE, OBJECTIVES AND GUIDING PRINCIPLES:

- a) NUA is formed by members with the shared commitment to foster a transparent, fair, and harmonious framework for community welfare and governance.
- b) The Association is founded on the principles of:
  - (i) **Accountability** in decision-making and financial management
  - (ii) **Inclusiveness** in representation and participation
  - (iii) **Transparency** in operations, communications, records and reports
  - (iv) **Harmony** through proactive conflict prevention and members consensus
- c) NUA shall strive to modernize community welfare and governance, management through:
  - (i) Clear, agreed and enforceable rules and regulations
  - (ii) Digital systems for administration, payments, disclosures, and voting
  - (iii) Participatory processes through open communication channels and discussion forums that empower all members
- d) NUA shall represent a vision — one that prioritizes enforceable governance, member education, and dispute-free administration through transparent and well-defined processes and procedures.

### 1.3. TERRITORIAL SCOPE:

The operational activities of the Association shall extend throughout **Bangalore Urban District**.

### 1.4. APPLICABILITY OF BYE-LAWS:

These Bye-Laws shall apply to all current and future members (residents, plot owners), tenants, lessees and occupants of the layout governed by NUA, including those who have entered into Developer Agreements with M/s. Ventures Build Tech, as referenced in Clause (d) of Para 6 and Para 10 of said agreement.

**1.5. BINDING NATURE OF RULES:**

These Bye-Laws shall apply to all current and future members (residents, plot owners), tenants, lessees, and occupants of any site, plot, or house within the **layout who have formally enrolled as members of the New Utopia Association (NUA)**.

**1.6. INTER-ASSOCIATION RELATIONS:**

- a) NUA shall endeavour to maintain cordial and cooperative relations with other associations in the surrounding areas, including but not limited to Phase 1, Phase 2 and Phase 3 UTOPIA layouts based on Service Agreements if any.
- b) While fostering mutual respect and collaboration on matters of shared interests — such as infrastructure, security, and community welfare — NUA shall remain autonomous in its decision-making and shall not compromise on its core principles of transparency, integrity, and members safety & interests.

**2. DEFINITIONS**

Unless the context requires otherwise, the following terms shall have the meanings assigned to them in these Rules and Regulations:

**2.1. Association / NUA**

“Association” or “NUA” refers to the New Utopia Association, constituted by legally eligible site/plot/house owners of Utopia Layout(s) who have formally enrolled as members of NUA for the purpose of community welfare, governance, and upkeep, acting collectively under these Bye-Laws.

**2.2. Layout**

“Layout” means the Utopia Layout comprising residentially converted lands in Sy. Nos. 106, 107/1 & 2, 108/1, 3 & 5, 109/1, 2 & 3, 113/1–5, 114/1A, 1B & 2, 115/1 & 2, 124 (Tarabanahalli) and Sy. Nos. 38/1, 50/1, 51, 52/1 & 52/2 (Gadenahalli), measuring approximately 65 acres across Phases 1, 2, and 3, including all common amenities and infrastructure.

**2.3. Plot / Site**

“Plot” or “Site” means a demarcated parcel of land within the Layout, owned by one or more persons, intended solely for residential use.

**2.4. Commercial Plot**

“Plot” or “Site” also means a demarcated parcel of land within the Layout, owned by one or more persons, intended solely for commercial use.

**2.5. Person**

“Person” includes an individual, firm, company, Hindu Undivided Family (HUF), or any legal entity capable of owning property with valid title under applicable law.

**2.6. Resident / Site Owner**

“Resident”/ “Site Owner” refers to a person who owns a house or site within the Layout, intended for residential use, regardless of occupancy status.

#### **2.7. Member**

“Member” means a Resident/Site Owner who has been formally admitted into the Association, whose name is entered in the Membership Register, and who agrees to abide by these Bye-Laws.

#### **2.8. Proxy**

“Proxy” means a person authorized in writing/email by a member to represent him/her in meetings or voting, subject to conditions laid out in these Rules and Regulations.

#### **2.9. General Body**

“General Body” means the collective body of all Members of the Association, empowered to make decisions through duly convened (electronic and/or non-electronic) meetings.

#### **2.10. Managing Committee**

“Managing Committee” refers to the elected body entrusted with the day-to-day administration and implementation of the Association’s objectives, rules and regulations as defined in these Bye-Laws.

#### **2.11. Common Areas and Facilities**

Includes but is not limited to:

- a) Roads, parks, gardens, open spaces, lawns, and parking areas
- b) Tanks, pumps, motors, generators, ducts, and shared installations
- c) Central services (e.g., electricity, water, sewerage)
- d) Any other shared infrastructure necessary for safety, welfare, or convenience

#### **2.12. Common Expenses**

Includes:

- a) Salaries, wages, and administrative costs
- b) Welfare of shared services (e.g., plumbing, electrical, sanitation)
- c) Repairs and replacements of common infrastructure
- d) Any other expenses classified/approved by the General Body as common expenses

#### **2.13. Common Profits**

Refers to the surplus amount after deducting common expenses.

#### **2.14. Property**

“Property” means the entire Layout including individual sites with valid titles, common areas, improvements, structures, and all appurtenant rights and assets.

#### **2.15. Parking Span**

“Parking Span” refers to designated open areas within the Layout earmarked by the Association for vehicles (2 & 4 Wheelers) parking, specifically excluding heavy duty vehicles such as trucks and buses etc.

#### **2.16. Goods and Services**

As defined under the Sale of Goods and Services Act and other applicable laws, includes all tangible and intangible items procured or provided by the Association.

#### **2.17. Majority of Owners**

Means members representing at least 51% of the total plot/site/resident owners

#### **2.18. Voting Window**

Refers to the defined period (e.g., 7 Days) during which members may cast votes electronically or non-electronically.

#### **2.19. Welfare Service Fund**

A fund constituted from Member contributions to cover routine repairs and upkeep of common infrastructure and facilities.

#### **2.20. Corpus Fund**

A fund collected from members to finance major activities such as repairs, renovations, or replacements as and when required.

#### **2.21. AGBM / EGBM**

“AGBM” refers to the Annual General Body Meeting; “EGBM” refers to an Extra Ordinary General Body Meeting convened for specific purposes.

#### **2.22. Singular and Gender Usage**

Words in singular include plural and vice versa. Masculine gender includes feminine and neutral genders wherever applicable.

## **II. MEMBERSHIP, VOTING AND MEETINGS**

### **3. MEMBERS OF THE ASSOCIATION:**

#### **3.1. MEMBERSHIP:**

- a) Any person/corporate entity who purchases or inherits a site/plot/house in the “Utopia Layout(s)” and becomes a member of the New Utopia Association.
- b) Single Association Rule – Membership is exclusive. A person shall not simultaneously be a member of any other association of a neighbouring/adjoining layout for the same site/plot/house. In the event that a member possesses more than one membership in the associations for the same site/plot/house, all dues shall be recovered and the actions as deemed fit shall be taken.
- c) If joining from another association, the applicant must submit:

- (i) Either electronic/non-electronic acceptance of resignation or Resignation/Disassociation mail sent to Managing Committee of the other association, and
- (ii) Acceptance of such membership shall be at the discretion of the NUA Managing Committee after verifying the above and site/plot/ownership records.
- (iii) Transfer of Ownership – On sale, gift, or transfer, the new owner automatically becomes a member, provided:
  - a) The outgoing owner obtains a No Dues Certificate (NOC) from the Association within 7 days of request, if all dues are cleared.
  - b) The seller and/or buyer pays all outstanding service charges, plus any transfer fee determined by the Association (minimum ₹10,000).
  - c) Membership is given only upon production of the NOC and Formal agreement of memorandum of association and Bye-Laws of NUA.
  - d) Inheritance – On death of a member, ownership and membership transfer to the legal heir(s) or nominee(s) upon production of required legal documents. A guardian may be appointed for minors. Formal agreement of memorandum of association and Bye-Laws of NUA shall be required.

### 3.2. NOMINATION:

- a) Any individual member may nominate a person to inherit membership rights upon their death.
- b) Nominations may be altered or revoked by electronic/non-electronic request to the Secretary.
- c) All nominations and changes shall be recorded in the Register of Nomination within 7 days of Managing Committee approval.
- d) If the nominee is a minor, a guardian must be appointed.

### 3.3. JOINT OWNERS:

- a) Where a property has joint owners, only the first-named owner in the Association's Membership Register has the right to vote and contest in elections including office bearers.
- b) Joint owners shall be allowed to attend the Annual General Body Meeting & Extra Ordinary General Body Meeting without voting rights or taking part in any discussion.
- c) Primary owner can relinquish the rights of voting, participating in discussions and also contesting in elections excluding office bearers to any one of the joint owners sending an electronic or non-electronic notification to the President/Secretary.
- d) On their death, the surviving joint owner(s) may request transfer of membership by submitting the death certificate and completing formalities.

**3.4. CORPORATE AND INSTITUTIONAL OWNERS:**

- a) Firms, companies, or associations owning property shall nominate one authorised representative by board resolution or legal declaration.
- b) This representative's name shall be entered in the Membership Register and she/he shall exercise the voting rights on behalf of the entity.
- c) The owner entity may revoke or replace its nominee at any time by electronic/non-electronic request.

**3.5. RESIGNATION OF MEMBERSHIP:**

- a) A member may resign by submitting an electronic/non-electronic resignation letter to the President (or Secretary if President is unavailable), stating the effective date.
- b) The Managing Committee shall accept/respond to the resignation within 15 days.
- c) Any outstanding dues must be settled by the member before the resignation is accepted.
- d) Upon acceptance, the member's name shall be removed from the Membership Register.

**4. VOTING, PROXIES, QUORUM AND MEETINGS:**

**4.1. VOTING:**

Each site/plot/house, whether jointly owned or otherwise shall be entitled for one vote irrespective of dimensions of the site. Voting rights are subject to compliance with financial obligations as defined in Bye Laws.

**4.2. PROXY:**

- a) Member who is unable to attend himself / herself at the meeting shall be permitted to authorize another person (18+ Age) to attend the meeting.
- b) The electronic/non-electronic authorization, using the defined Authorization Form, shall be addressed to the President or Secretary of the Association and shall remain in force for the time mentioned in the Authorization Form. The role of authorized Proxy shall be restricted to the extent of only for casting of vote on behalf of the member.

**4.3. VOTE TO BE CAST:**

The owner or his/her proxy holder shall cast the votes using electronic/non-electronic platform as decided by the General Body



#### **4.4. METHOD OF VOTING:**

- a) Elections  
Voting shall be strictly by secret ballot. Electronic/Non-Electronic platform shall be used
- b) Minor Decisions during Annual General Body Meetings  
Raising hands as a method of voting shall be resorted as decided by General Body
- c) Major Decisions during Annual General Body Meetings  
Voting shall be strictly by secret ballot. Electronic/Non-Electronic platform shall be used

#### **4.5. QUORUM:**

The quorum for every General Body Meeting, whether extra ordinary or annual shall be one third of the total number of members of the Association attending through electronic and non-electronic platforms. If there is no quorum as specified above, within 30 minutes from the appointed time for meeting as given in the notice, the members present, may adjourn the meeting to another date and time which shall not be earlier than 48 hours (2days). Notice for this adjourned meeting shall be put up on all electronic/non-electronic platforms within 12 hours of adjourning the meeting. If in such an adjourned meeting also, no quorum is present, the members present in electronic and non-electronic platforms constituting not less than 30% members, shall form a quorum, and the meeting shall consider the business given in the notice.

#### **4.6. DISQUALIFICATION:**

Member or proxy with payment arrears shall not be allowed

- a) to vote on the election to select the Managing Committee
- b) to contest election
- c) to be co-opted

#### **4.7. MEETINGS AND PROCEDURE:**

##### **a) PLACE OF MEETING:**

The General Body Meeting of the Association shall be preferably held at locations close to UTOPIA layout. Electronic and non-electronic participation facility shall be provided.

##### **b) ANNUAL GENERAL BODY MEETING:**

- a) The first Annual General Body Meeting shall be held within a period of six months from the date of registration of the Society, on the date, time and place to be decided by the interim Managing Committee.
- b) Thereafter Annual General Body meeting of the Association shall be held not later than three months from the close of each financial year or such extended date as may be decided by the Managing Committee in office.
- c) The agenda of the meeting (Annual General Body) shall be circulated to all the site/plot/house owners at least one month in advance. The site/plot/house

owners may also transact such other business of the Association as may be placed before them.

- d) Probable Election date(s) shall be proposed in Annual General Body Meeting. Election date shall be finalized through electronic/non-electronic voting. It is recommended that election shall be conducted outside of Annual General Body Meeting.
- e) Minimum 7 members in number shall be elected for Managing Committee.
- f) Elected Managing Committee shall be in office for a period of 2 years.

**c) EXTRA ORDINARY GENERAL BODY MEETING:**

- a) It shall be the duty of the President to call for an Extra Ordinary General Body Meeting of the Association as directed by a resolution of the Managing Committee or upon a petition through electronic/non-electronic platform by one-third of the members and having been presented to the Secretary.
- b) The notice of any Extra Ordinary General Body Meeting shall state the time and place of such meeting and purpose thereof.
- c) No other business shall be transacted at the meeting except what is stated in the notice.
- d) Secretary shall propose the date, time and venue to the Managing Committee withing 7 days of receipt of petition.
- e) Managing Committee shall finalize the date of Extra Ordinary General Body Meeting which shall be within 14 days from the date of Secretary's proposal.

**d) NOTICE OF MEETING:**

It shall be the duty of the Secretary to send a notice of the meeting through electronic /non-electronic platform stating the purpose of the meeting as well as the time and place where it is to be held, to each resident/site owner(s), at least 21 days in advance in case of Annual General Body Meeting and at least 7 days in advance in case of Extra Ordinary General Body Meeting.

**e) SPECIAL MEETING OF MANAGING COMMITTEE:**

- a) Special Meeting of the Managing Committee may be called by the President by giving three days' notice to each Managing Committee members, stating the time, place and purpose of the meeting.
- b) The President or Secretary shall call such special meetings of the Managing Committee on like manner and on like notice (electronic/non-electronic) of at least two Managing Committee members.

**f) PRESIDENT OF MEETING:**

- a) The President or in his/her absence the Secretary shall preside at the Annual General Body Meeting/Extra Ordinary General Body Meeting.
- b) In the absence of both (i.e. the President and Secretary), the members present may choose a chairman from among themselves to preside over the meeting and conduct the proceedings.

**g) ORDER OF BUSINESS:**

The General Body is supreme and its decision binds all the members and shall be implemented and is empowered with authority vested in it by the constitution and Bye-Laws of the Association. The order of business at all meeting of the owners/members of site/plot/house shall be as follows:

- (i) Proof of notice of meeting or waiver of notice
- (ii) Reading of meeting Agenda
- (iii) Reading of minutes of previous meeting
- (iv) Reports of Managing Committee including accounts for approval
- (v) Reports of Committees (if any) and their adoption
- (vi) Proposal of Date of Election to select Managing Committee (once in two years)
- (vii) Presentation and adoption of proposed budget for the following year
- (viii) Performance of employees /staff of association
- (ix) Revisit Welfare Service Charges
- (x) Any Other Business / Matters

All the resolutions that have been passed in Annual General Body Meeting will become the part of the rules & regulations for implementation & conduct.

### III. GOVERNANCE AND GENERAL BODY

#### 5. MATTERS TO BE DEALT WITH BY GENERAL BODY:

##### 5.1. PRINCIPLES OF DECISION-MAKING:

- a) Given the mixed composition of the Layout, comprising both vacant plots and houses, and to ensure participation of all members, all policy decisions shall be taken by secured electronic voting open to all members based on the eligibility list maintained under these Bye-Laws.
- b) Participation metrics shall be maintained to show the composition of participation (Plot owners vis a vis House Owners) to ascertain the fairness of the decisions
- c) A resolution shall pass only with the approval of majority of the total voting strength (Polled).

##### 5.2. ULTIMATE AUTHORITY:

The ultimate authority in all matters concerning the affairs, governance, and implementation of the Association shall vest in the General Body.

##### 5.3. MATTERS EXCLUSIVELY WITHIN THE GENERAL BODY'S JURISDICTION:

The following matters shall be dealt with exclusively by the General Body:

- a) Annual Accounts – Consideration and approval.
- b) Appointments – Appointment or re-appointment of auditors and legal advisors.
- c) Annual Budget – Approval for the succeeding year as presented by the Managing Committee.

- d) Elections – Election of Managing Committee Members through secret electronic/non-electronic ballot, under the supervision of a Returning Officer and neutral observers proposed by Advisory Committee
- e) Accounts and Audit –
- The Association shall close its accounts on 31 March each year.
  - Audited accounts shall be completed and published within 3 months of year-end.
  - Statements shall include:
    - Income and expenditure with reference to lawful approvals.
    - Assets and liabilities, with disclosure of valuation methods for fixed assets.
    - Complete list of site and house owners/members as at year-end.
    - Date up to which profits and expenses
    - Budget vs Actual
    - Extra Ordinary Expenses
    - Expenses against Corpus
  - Audited financial statements shall be open for inspection for any member in the association office. Copies (electronically or non-electronic) shall be provided free or at actual reproduction cost within 7 working days of request.
  - All documents shall be published electronically and shared in a folder/application. Member shall be able to access easily.

**5.4. COMMITTEES APPOINTED BY THE GENERAL BODY:**

All committees described below shall consist of eligible members, none of whom are on the Management Committee, and shall maintain proportional representation of plot and house owners or as decided by General Body.

**a) *Appointments Committee***

Recommends all staff appointments (e.g., Manager/Supervisor) based on General Body approved criteria covering remuneration, qualifications, experience, age and gender.

**b) *Ethics (Enquiry) Committee (Internal or External)***

Investigates and reports on specific matters, relying on documentary and record evidence, within a set time-frame.

**c) *Grievance Committee***

Receives, reviews, and resolves member grievances in a fair, timely, and transparent manner, making recommendations to the Managing Committee or General Body as required. Report with metrics shall be circulated to the members.

**d) *Internal Audit Committee***

Audits the compliance against Bye-Laws, Management and Administration Processes of the Association. At least once in a year, internal audit shall be performed. Results shall be reported to General Body in Annual General Body Meeting.

**e) Welfare Service Committee**

Studies, proposes and implements a standard model for association's welfare services like repair, security, water, electricity and upkeep etc.

**f) Advisory Committee (Internal/External)**

Advises and guides - on election process including appointment of neutral observers, on handover and takeover from/to Managing Committees and on managing the association matters. Advisory Committee members shall be from previous managing committees and/or subject matter experts from amongst the members or external.

**6. ELECTION OF MANAGING COMMITTEE:**

- a. Election shall be conducted like Public Office elections to ensure fair practice and full transparency. Any deviations due to exigent circumstances shall be approved by General Body before implementation.
- b. Managing Committee shall have proportionate representation between plot owners & house owners till the plot owners and house owners are equal in number. Post which the representation shall be 3 or 4 plot owners and house owners with the President term alternating between plot owners and house owners.
- c. If proportional representation cannot be achieved due to lack of nominations, the Annual General Body, in its meeting shall decide the committee composition based on the available nominations and election outcomes.
- d. Elections shall be conducted by secret ballot through a secured electronic/non-electronic voting platform, with a polling period of seven (7) days, allowing participation of all eligible members.
- e. Only primary (first) owner/member of each residential unit or plot, as recorded in the Association's Membership Register, shall be eligible to contest for the post of the office bearers and committee members.

**6.1. ELECTION AND TERMS OF OFFICE:**

- a. The term of office of the Managing Committee elected shall be for 2 years only and counted collectively (both primary and joint owners). The Managing Committee shall hold office until their successors are elected. The first Managing Committee was appointed through online meeting on 05-Sep-2025 (Refer: Appendix I)
- b. The President/Secretary shall announce the date of election, time and venue & of the to the members with a minimum notice of 30 days along with the name of returning officer and neutral observers.
- c. The Secretary shall publish the eligible list to the members for nominations with a copy to the returning officer.
- d. Nominations shall be sent to the returning officer within 7 days of the election announcement through electronic/non-electronic) mode.
- e. The nomination shall be proposed and seconded by eligible members using electronic/non-electronic mode.
- f. Every eligible member shall be entitled to nominate only one person.

- g. Every nomination must state clearly the name, phase, plot/house number reference, address & occupation and shall be signed (physical or digital signature) by the member stating willingness to act on the Managing committee using the Nomination Form.
- h. The nominations so received from the members shall be kept in safe custody by the returning officer who shall then publish the list of contestants at least 14 days before the date of election to the members.
- i. All elections of the Managing committee shall be held by secret ballot using electronic/non electronic platform to elect minimum 7 committee members.
- j. Returning Officer shall conduct the election as per the process stipulated in the Bye-Laws and announce the results to all the members through electronic mode on the last day of the election. All documentation shall be handed over to the Managing Committee for record keeping purpose on completion of election process in a sealed envelope.

## 7. POWERS AND DUTIES OF THE MANAGING COMMITTEE:

### 7.1. GENERAL RESPONSIBILITIES:

- a) The Managing Committee shall ensure clean, transparent, and fair administration of the Association, in compliance with applicable laws and this Bye-Laws. It shall act in the best interest of members, ensuring cost-effective and efficient operations.
- b) The Managing Committee shall communicate all occurrences of any kind to the members as soon as it occurs along with corresponding actions.

### 7.2. SPECIFIC POWERS AND DUTIES:

The Managing Committee shall be responsible for:

- a) Promoting goodwill, fair practices, and transparency in line with the Association's objectives.
- b) Supervising association staff to ensure integrity, efficiency, and accountability.
- c) Admitting new members whose properties fall within the land survey numbers defined in these Bye-Laws.
- d) Ensuring that Welfare Service Charges are levied, collected and revised proportionately & periodically between plot owners and house owners, based on consumption of services and as agreed in General Body.
- e) Convening Annual and Extra Ordinary General Body Meetings.
- f) Ensuring the financial audit completion on time
- g) Ensuring that the Audited Financial Statement in Annual General Body Meeting along with Auditor Report is presented by the Auditor
- h) Presenting the annual budget to the General Body.
- i) Recommending staff appointments, termination and remuneration (via the Appointments Committee) subject to General Body approval.
- j) Removing any Managing Committee member and filling the vacancy through co-opting via electronic voting.

- k) Framing internal regulations consistent with these Bye-Laws, to be recorded in the minutes and put to General Body vote for approval.
- l) Opening and operating the Association's bank account, jointly by the President and one of the Managing Committee members not being the Secretary and the Treasurer.
- m) Defining audit and accounting procedures and ensuring timely compliance.
- n) Inspecting financial records and initiating recovery of dues.
- o) Sanctioning the expenses as shown below. Enhancement of these powers shall be with the General Body

#	Sanctioning Authority	Recurring	Non-Recurring
1	Managing Committee	-	Rs 1 Lakh
2	President	-	Rs 50000
3	Secretary	FULL	Rs 10000
4	Treasurer	-	Rs 5000

- p) Following the process of proposal and approval for all the expenses
- q) Ensuring the cash book is updated monthly and signed by an authorized Managing Committee member/s. A scanned copy, along with bank details, shall be published to all members by the 5th of the following quarter.
- r) Articulating all Corpus transactions clearly in a separate section with reference to relevant approvals/authorizations

#### 8. OTHER DUTIES:

In addition to the duties outlined in Section 7 and those imposed by resolutions of the General Body, the Managing Committee shall:

- a) Oversee the care, upkeep, and surveillance of all Welfare & common services and facilities.
- b) Appoint the first auditor of the Association.
- c) Ensure that audit and accounting procedures are implemented as approved.
- d) Receive and resolve member complaints fairly, transparently, and in a timely manner.

### IV. OFFICE BEARERS AND ROLES

#### 9. OFFICE BEARERS:

The Managing Committee of the Association shall comprise of minimum 7 members that includes, the President, Secretary, Treasurer and committee members all of whom shall be elected by the members.

#### 10. PRESIDENT:

The President shall be the Chief Executive of the Association. He/she shall preside over all meetings of the Association and of the Managing Committee. He/she shall have all the general powers and duties which are usually vested in the office of President of an Association.



**10.1. POWER AND FUNCTION:**

- a) The President shall preside over the entire meeting.
- b) In case of a tie of the votes in any of the meetings mentioned above, the President shall have an additional vote for casting.
- c) The President together with the Secretary shall be responsible for the overall implementation of the policies laid down by the Managing Committee and General Body.
- d) The President shall ensure that the monthly earnings and monthly expenditure of the Association are maintained at the stipulated level indicated earlier and take suitable action forthwith, as specified therein.

**11. SECRETARY:**

**11.1. POWER AND FUNCTION:**

- a) The Secretary shall be primarily responsible for all relevant communication to the members
- b) The Secretary together with the President shall be responsible for the overall implementation of the policies laid down by the Managing Committee and General Body.
- c) The Secretary shall call for all meetings of the Managing Committee and General Body Meeting/Extra Ordinary General Body Meeting in consultation with the President.
- d) The Secretary shall be the custodian of articles, items, both movable and immovable belonging to the Association.
- e) The Secretary shall, in consultation with the President and with the Managing Committee as and when required shall act as a pivot for all activities of the Association, including reporting, budgeting, purchasing, hiring expenditures of all sorts, all correspondence between the associations and also with outsiders to comply with his/her various duties and responsibilities enumerated above.
- f) The Secretary has to be vigilant on income and expenditures of the Association and strictly ensure the stipulation regarding economy with suitable actions as specified therein.
- g) The Secretary shall be the point of correspondence of the Association and shall maintain and preserve all records of the Association.
- h) The Secretary shall have the responsibility to prepare, publish and keep the record of the minutes of the proceedings of the Managing Committee and General Body Meetings. Such minutes shall be authenticated by the President/Chairman of the meeting.
- i) The Secretary shall have the responsibility to keep the documents, registers and records of the Association in safe custody.



- j) The Secretary shall have the power to appoint or remove various staff or employees of the association subjected to the approval of the same by the General body/Managing Committee/Appointments Committee.
- k) The Secretary & Treasurer and shall be responsible to check all the transactions which has financial impacts before final payments

#### 12. TREASURER:

- a) The Treasurer shall be responsible for maintaining and auditing the funds of the Association. He/she shall also be responsible for maintaining proper and accurate accounts of all receipts and disbursements belonging to the Association.
- b) The Treasurer shall be responsible for the deposit of all monies and other valuables designated by the Managing Committee to the credit of the Association.
- c) The Treasurer and Secretary shall be responsible to check all the transactions which has financial impacts before final payments

#### 13. MANAGER/SUPERVISOR:

- a) The Association may employ a paid Manager/Supervisor at a salary or compensation determined by a resolution of the General Body and as governed by the budget of the same.
- b) The Manager's/Supervisor's employment/ recruitment shall be based on the documented Job description.
- c) The Manager's/Supervisor's duties shall include: supervision of Welfare service activities, coordination with vendors and service providers, management of records, physical custodian of assets/stores/equipment's and any other responsibilities authorized by the Managing Committee.
- d) The Manager/Supervisor shall report to the Secretary, and in his/her absence, reporting shall be delegated to one of the Managing Committee members by the President.
- e) The Manager/Supervisor shall not incur any financial liability or commit Association funds without prior written/email approval from the Treasurer (or their authorized delegates)
- f) The Manager's/Supervisor's performance shall be reviewed at least once annually by the Managing Committee. The performance results shall be documented. Performance results shall be reviewed by members in Annual General Body Meeting.

### V. MANAGING COMMITTEE COMPOSITION AND TRANSITIONS

#### 14. VACANCIES IN THE MANAGING COMMITTEE:

Vacancies caused by any reason shall be filled in by co-option through nomination and voting process. Members shall vote using electronic platform so that all the members across the globe can participate. Whoever gets maximum votes shall be co-opted. Managing Committee shall facilitate the process.

#### 15. RESIGNATION:

An elected Managing Committee member may resign at any time by sending a letter of resignation to the President or in his/her absence to the Secretary of the Association, assigning reason for his/her inability to function to which he/she volunteered and accepted. The resignation shall take effect from the date of acceptance by the Managing Committee or one month from tendering resignation whichever is earlier.

The resignation information shall be published to the members as soon as the resignation is accepted

#### 16. REMOVAL OF MANAGING COMMITTEE MEMBER:

- a) Any Managing Committee member who is a defaulter in paying Welfare Service Charges and any other dues, for a period of 3 consecutive months shall be removed automatically.
- b) Any Managing Committee member who
  - Has failed to attend 3 consecutive meetings of the Managing Committee without leave of absence
  - Has failed to function as per the approved decisions by Managing Committee
  - Does not accept responsibility as approved and guided by Managing Committee
  - Has been found of any misconduct

shall be removed from the Managing Committee subject to the approval of 2/3 of Managing Committee members.

- c) The reasons shall be recorded with the evidences, signed by the Managing Committee and communicated to the members. Removed member shall also have the right to communicate to the members about his views with evidences.

#### 17. HANDING OVER CHARGES:

- a) Upon election of a new Managing Committee, the outgoing Secretary and Treasurer shall, within 30 working days, hand over electronic/non-electronic custody and responsibility of all Association records, documents, books of accounts, and cash/bank balances (as per the latest bank reconciliation statement) to their respective incoming counterparts. The President shall oversee for the smooth transition.
- b) Any electronic artifacts like login id, passwords shall be handover to the successive/incoming respective Managing Committee member.
- c) The handover shall be conducted through a joint verification process using Handover and Takeover Process and Checklist, by both outgoing and incoming officers, in the presence of Advisory Committee.

#### 18. REGULAR MANAGING COMMITTEE MEETING:

- a) Regular meetings of the Managing Committee shall be held at such time and place as shall be determined, from time to time. Such meetings shall be held at least once in a month. The date shall be communicated to the General Body also.
- b) Meeting Notice shall be sent to all Managing Committee members by Secretary at least 3 days before the meeting.

- c) The Secretary shall publish and maintain the minutes of the meeting of all such Managing Committee meetings in consultation with the President within 7 days.
- d) Meeting shall be conducted through electronic/non-electronic mode. It is mandatory to share the minutes of meeting to all the members.
- e) Meeting By Circulation - In case of urgency and circumstances so required, the committee may decide on a matter by circulating a note on the subject in respect of which each committee member's opinion may be sought which if implemented should be brought up for ratification of the committee at its next meeting.
- f) Quorum - At all meetings of the Managing Committee, 5 members shall constitute a quorum for the transaction of business. If there be no quorum the meeting shall stand adjourned to another convenient time suitable to members without any further notice.
- g) Every subject/topic/issue not resolved shall be decided by a simple majority and in case of tie, the President may exercise his/her vote.

## VI. FINANCIAL MANAGEMENT

### 19. CREATION OF FUNDS:

#### 19.1. CORPUS FUND:

- a) The Association shall maintain a Corpus Fund to meet the cost of:
  - (i) Reconstruction or major strengthening of buildings and common infrastructure, or
  - (ii) Heavy repairs necessitated by events such as natural calamities, riots, earthquakes, acts of terrorism, or other force majeure events.
- b) The Fund shall be built up through annual allocations approved by the General Body.
- c) Utilisation of the Corpus Fund shall require approval by a two-thirds (Polled) majority of General Body through electronic voting with a window of 3 days.
- d) Welfare Service Charges shall be allocated as 15% for Corpus and remaining 85% towards the Welfare Services.
- e) Utilization of Corpus Fund and Welfare Services Fund shall be reported separately in the Annual Finance statements.
- f) End of the financial year, surplus shall be transferred to the Corpus Fund

#### 19.2. WELFARE SERVICES FUND:

- a) Base Welfare Service Charge of Rs 1250/Month/Unit shall be contributed by all the members
- b) Any additional expenses shall be charged as Additional Welfare Service Charges -Split between Plots and Houses in a ratio of 1:3
- c) Illustration of Base & Additional Welfare Service Charges shall be referred in Annexure II
- d) Following services shall be paid by the respective owners mentioned below:
  - a. Personal Water and Electricity consumption – Residents
  - b. House hold Garbage collection – Residents

- c. Diesel Generator AMC/Repair and Fuel – Residents
- d. Repair & Maintenance cost of Pumps (treated water) & STP - Residents
- e) Hiring criteria for Securities shall be as below
  - e. Up to 75 Units including 4 residents – 2
  - f. From 75 – 100 Units including 20 residents – 4
  - g. From 100 – 150 Units including 30 residents – 6
  - h. From 150 – 250 Units including 50 residents – 9
  - i. Above 100 residents – 15 (includes Security in charge)
  - j. Maximum Securities allowed – 15
- f) Hiring criteria for Employees shall be as below
  - k. Up to 75 Units including 4 residents – 3
  - l. From 75 – 100 Units including 20 residents – 5
  - m. From 100 – 150 Units including 30 residents – 8
  - n. From 150 – 250 Units including 50 residents – 10
  - o. Above 100 residents – 11 (includes Manager/Supervisor)
  - p. Maximum Employees allowed – 11
- g) All functions and celebrations cost shall be borne by those who opt to participate
- h) Welfare Service Committee shall study, propose & execute services required for the association using the standard methods.
- i) For services with cost more than INR 1 Lakh, standard method of Request of Quotation, Purchase Order, Execution and Acceptance shall be followed.
- j) The General Body shall fix the rates for Welfare Services from time to time. Any change in rate must be discussed in General Body and approved by 75% of the members. Electronic voting shall be exercised for members approval.
- k) Welfare Service charges shall be payable in advance, annually and as determined by the General Body.
- l) Payments shall be made by cash, cheque, or approved digital transfer modes.
- m) A grace period of 30 days from the due date shall be allowed for members to pay, after which a late fee at 12%/Annum simple interest rate or as determined by the General Body shall be levied.
- n) Members whose dues are in arrears can't participate in any voting until arrears are cleared.
- o) If arrears remain unpaid for a continuous period of two years, the Association may initiate legal proceedings for recovery.

### **19.3. Developer-Linked Club Membership**

The continuation of any membership benefits provided by the developer shall be subject to the member's timely payment of Welfare Service Charges, in line with any developer agreements in force. These provisions are administrative only and do not bind the Association to obligations beyond its control.

## 20. ACCOUNT AND AUDIT:

### 20.1. BANK ACCOUNTS:

- a) The Association shall maintain one or more accounts (savings and/or current) in a scheduled bank.
- b) Accounts shall be operated under joint signatures of any two of the following i.e the President & any Managing Committee member not being the Treasurer and the Secretary
- c) All funds received shall be deposited promptly.
- d) Petty cash not exceeding ₹10,000 may be retained by the Secretary or Treasurer for immediate expenses, supported by receipts.
- e) Any Office-Bearer, Manager/Supervisor handling Association funds shall maintain proper accounts and submit them monthly to the Treasurer.
- f) Excess funds may be placed in fixed deposits or other safe instruments with a scheduled bank, as approved by the Managing Committee.

### 20.2. PUBLICATION OF ACCOUNTS:

A copy of the annual financial statement and auditor's report shall be displayed prominently at the Association office and/or on its official notice board (electronic/non-electronic) / website/ email.

### 20.3. APPOINTMENT OF AUDITOR:

- a) The Association shall, at its Annual General Body Meeting, appoint an independent, qualified auditor for a term of one year.
- b) The auditor shall audit the Association's accounts, verify the annual return, and report to the Managing Committee whether the accounts are correct, duly vouched, and in accordance with law.
- c) Any deficiencies shall be reported in writing to the Managing Committee. The same shall be shared to Members in Annual General Body Meeting.

### 20.4. POWER OF AUDITOR:

- a) The auditor may call for and examine any books, records, or documents relating to the Association's finances and common facilities.
- b) The auditor may make special reports to the Managing Committee on any matter requiring attention.
- c) The auditor shall be entitled to attend the Annual General Body Meeting to present audit observations and answer members queries.

## VII. LEGAL, OPERATIONAL OVERSIGHT, AMENDMENTS & DISSOLUTION

### 21. APPOINTMENT OF LEGAL ADVISOR:

The Association shall when the circumstances so demand appoint a qualified legal advisor to deal with issues requiring such services in the interest of the association and its members from time to time as decided by General Body. Such appointments will be made on terms and conditions and on such remuneration and for such specific period as may be decided by the Managing Committee.

### 22. THE WORKING HOURS OF THE ASSOCIATION:

Morning 09:00 AM to Evening 06:00 PM

### 23. MISCELLANEOUS MATTERS:

#### 23.1. SEAL OF THE ASSOCIATION:

The Association shall have a common seal which shall be in the custody of the President/Secretary and shall be used only under the authority of a resolution of the Association and every deed of instrument, to which the seal is affixed, shall be attested for as on behalf of the Association by two members of the Managing Committee, one of them being the President/Secretary or any other person authorized by the Association on that behalf.

#### 23.2. PENALTY FOR BREACH OF RULES:

The General Body of the Association may prescribe for different breaches of the rules and regulations of the Association, in respect of which the Managing Committee shall be responsible to ensure compliance. Electronic/non-electronic platform shall be used for voting so that all the owners/members across the globe can participate.

#### 23.3. INSPECTION OF BOOKS AND RECORDS:

Any member shall have the right to inspect free of cost books, registers and documents, minutes, etc related to the affairs of the Association and get copies of documents of payment of fees as may be prescribed by the Managing Committee.

#### 23.4. BOOKS OF GUIDELINES:

All members shall follow the do's and don'ts detailed in the book of guidelines supplied by the Association, in so far it is consistent with the normal code of discipline and do not encroach upon the legal rights of the owners.

#### 23.5. SUE AND BE SUED:

The Association being jurisdictional person can sue in its own name represented by the President or Secretary in all common causes whenever a legal action is found necessary, the members of the Association jointly act and institute through the Association representing them and not individually or separately. This however is not applicable for the dispute between the members or of personal nature where they go for arbitration or other lawful remedies.

#### 24. AMENDMENTS OF BYELAWS:

- a) Alteration or amendment of the Memorandum of Association, Bye Laws (Rules and Regulations) shall be made as per Sec 9 and 10 of the KSR Act 1960. Bye Laws may be amended by the association in a duly constituted meeting for the purposes. No amendment shall take place unless approved by members representing at least 75% of the total as shown in the Memorandum of Association. Electronic/non-electronic platform shall be used for approval so that all the members across the globe can participate.
- b) Every change in the Memorandum of Association, Bye Laws (Rules and Regulations) shall be filed with the Registrar of Societies within fifteen days from the date of making thereof.

#### 25. DISSOLUTION:

If the dissolution of the Association arises Sec 22 and 23 of the KSR Act 1960 shall be followed.

#### 26. AMALGAMATION:

Regarding the Amalgamation of the Association arises Sec 21 of the KSR Act 1960 shall be followed. For the matter, which have not been specified, provided to therein above the provisions of the KSR Act 1960 and the rules made there under shall apply.

#### 27. SPIRIT OF THE ASSOCIATION

As New Utopia Association, a registered and independent society for the purpose of administration of its safety, security and welfare, the main resolve is to manage and operate in a transparent, fair and efficient manner, where all owners feel duty bound to pay for services and live in peace, harmony, courtesy and joy.

\_\_\_\_\_  
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## APPENDIX I (NUA – First Managing Committee)

#	Name	Age	Address	Occupation	Designation	Signature
1						
2						
3						
4						
5						
6						
7						
8						
9						



## APPENDIX I (Welfare Service Charges Structure)

### Basic Principles

- I. Base Welfare Service Charges: Rs 1250/Month Per Unit (Plot or House)
- II. Additional Welfare Service Charges: Split between Plots and Houses in a ratio of 1:3
- III. Up to 75 Units: Only Base Welfare Service Charges shall be applicable
- IV. After 75 Units: Base Welfare Service Charges + Additional Welfare Service Charges shall be applicable
- V. Up to 75 Units: Salary Rs 15000/Month/Employee (Max), Maximum 5 Employees
- VI. Beyond 75 Units: One employee can be added for every increase in revenue by Rs 25,000 with a maximum salary of Rs 15,000

### 1. Illustration (Reference to Clause 19.2 of Byelaws)

Sl. No.	Scenario	Total Units	Base Service Charge – Income (Rs) (B)	Employee + Security (Max)	Total Expenses (Rs) (T)	Additional Expenses (Rs) (A) = (T-B)	Cost Split Ratio	Total Service Charge – Plot (Rs)/Month	Total Service Charge – House (Rs)/Month
1	<= 75 and 4 houses	<=75	75x 1250 = 93750 (Max)	5	Salary:15000/Month Salary Expenses: 75000	NA	1:1	1,250	1,250
2	80 Plots + 20 Houses	100	100x 1250 =1,25,000	9	Employees Cost: 4 Security + 4 Employee + 1 Supervisor/Accountant (@20000) Total: 1,40,000	15,000	1:3	1,358	1,572
3	120 plots 30 houses	150	150 x 1250 =1,87,500	14	Employee cost: 6 Security + 6 Employee + 1 Accountant + 1 Supervisor/Manager (@40000) Total: Rs 2,40,000	52,500	1:3	1,500	2,000
4	175 plots 50 houses	225	225 x 1250 =2,81,250	19	Employee Cost: 9 Security + 8 Employee + 1 Accountant + 1 Sup/Manager Total: Rs 3,15,000	33,750	1:3	1,354	1,562
5	125 units with 100 residents	225	225 x 1250 = 2,81,250	26	Employee Cost: 15 Security + 9 Employee + 1 Accountant + 1 Sup/Manager Total: Rs 4,20,000	138,750	1:3	1,577	2,231
6	225 Residents	225	225 x 1250 = 2,81,250	26	Employee Cost: 15 Security + 9 Employee + 1 Accountant + 1 Sup/Manager Total: Rs 4,20,000	138,750	1:3	NA	1,867

## 2. Additional Infrastructure Charges/ Corpus Fund Collection (Illustration)

For every Rs 1,00,000 Infrastructure/Corpus fund requirement, sharing in 1:3 ratio

(Corpus Collection to start only for approved projects after NUA have 100 Members)

Sl. No	Scenario	Total Units	Infra cost	Cost Split Ratio	Total Service Charge – Plot (Rs)/Month	Total Service Charge – House (Rs)/Month
1	80 Plots + 20 Houses	100	1,00,000	1:3	715	2143
2	120 plots + 30 houses	150	1,00,000	1:3	477	1429
3	175 plots + 50 houses	225	1,00,000	1:3	308	923
4	125 units + 100 residents	225	1,00,000	1:3	236	706
5	225 Residents	225	1,00,000		NA	444

## 3. Consolidated Service + Infrastructure Charges (Corpus Fund) Collection (Illustration)

example for payment by Plots and Houses when 1.0L Corpus is collected in one month

Sl. No.	Scenario	Total Units	Total Service Charges Collected	Corpus Collected	Total Collection per month	Consolidated - Payable by Plots (Rs./Month)	Consolidated - Payable by Houses (Rs./Month)
1	<= 75 Plots with 4 houses	75	93,750	NIL	93,750	1,250	1,250
2	80 Plots + 20 Houses	100	1,40,000	1,00,000	2,40,000	2,073	3,715
3	120 plots 30 houses	150	2,40,000	1,00,000	3,40,000	1,977	3,429
4	175 plots 50 houses	225	3,15,000	1,00,000	4,15,000	1,662	2,485
5	125 units with 100 residents	225	4,20,000	1,00,000	5,20,000	1,813	2,937
6	225 Residents	225	4,20,000	1,00,000	5,20,000		2,311