

RESIDENT WELFARE ASSOCIATION

[_____ RWA]

(Registered under the Societies Registration Act, 1860 / State Act)

BYE-LAWS

Governing the Conduct, Administration and Management of

[Colony / Apartment Complex / Society Name]

[Full Address]

Registration No.	_____
Date of Registration	_____
State / UT	_____
Effective Date	_____

Adopted at the General Body Meeting held on: _____

President's Signature: _____

Secretary's Signature: _____

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CHAPTER I — NAME, JURISDICTION AND REGISTERED OFFICE

Article 1 — Name

1. The Association shall be known as [_____ Resident Welfare Association] (hereinafter referred to as the 'Association' or 'RWA').

Article 2 — Jurisdiction

2. The jurisdiction of the Association shall extend to all residential units / flats / plots within [Colony / Apartment Complex Name], [Full Address], [City], [State] — PIN [_____].
3. The Association shall be registered under the Societies Registration Act, 1860, as applicable in [State / UT].

Article 3 — Registered Office

4. The registered office of the Association shall be located at [Address], or at such other place within the jurisdiction as may be decided by the Managing Committee from time to time.
5. Any change in the registered office shall be communicated to the Registrar of Societies within 30 days of such change.

CHAPTER II — OBJECTS AND PURPOSES

The objects for which the Association is established are:

6. To promote the welfare, security, and quality of life of all residents.
7. To maintain and improve common areas, amenities, gardens, roads, lighting, water supply, drainage, and other infrastructure within the jurisdiction.
8. To liaison with government authorities — local body, police, electricity board, municipal corporation — on behalf of residents.
9. To collect maintenance charges, funds, and fees from members for the upkeep of common facilities.
10. To resolve disputes amongst residents in a fair and transparent manner.
11. To maintain law, order, and hygiene within the colony/complex.
12. To organise social, cultural, and community events for residents.
13. To install and operate security systems, CCTV, entry-exit management, and engage security personnel.
14. To undertake any other activity incidental or ancillary to the above objects.

CHAPTER III — MEMBERSHIP

Article 4 — Categories of Membership

4.1 Ordinary Members

15. Every owner of a residential unit / flat / plot within the jurisdiction shall be an Ordinary Member of the Association.
16. In the case of joint ownership, all joint owners shall collectively be deemed as one member; however, only one person shall be nominated to exercise the right to vote.

4.2 Tenant / Occupant Members

17. A tenant or lessee of a residential unit who has been residing for a continuous period of not less than three months may apply for Associate Membership.
18. An Associate Member shall have the right to participate in General Body Meetings but shall have no voting rights unless specifically permitted by the Managing Committee.
19. The owner shall continue to remain liable for all dues in respect of their unit, notwithstanding the tenancy.

4.3 Honorary Members

20. The Managing Committee may, by a two-thirds majority, confer Honorary Membership on any distinguished person for meritorious service to the Association. Honorary Members shall have no voting rights and shall not be eligible to hold any office.

Article 5 — Admission to Membership

21. Every eligible person desirous of becoming a member shall submit an Application for Membership in Form RWA-1 (annexed hereto as Annexure I) along with:
 - Proof of ownership (Sale deed / Allotment letter / Registry copy)
 - KYC documents: Aadhaar card, PAN card
 - Passport-size photographs (2 copies)
 - Admission fee as fixed by the Managing Committee
 - Undertaking in Form RWA-2 (Annexure II)
22. Membership shall be effective from the date of approval by the Secretary and receipt of all dues.

Article 6 — Cessation of Membership

23. Membership shall cease upon:
 - Transfer or disposal of the unit by the member
 - Death of the member (the legal heir shall apply for fresh membership within 90 days)
 - Written resignation submitted to the Secretary
 - Expulsion by the Managing Committee as per Article 7
24. No member shall resign while any dues are outstanding against them.

Article 7 — Disciplinary Action / Expulsion

25. The Managing Committee may, after giving a Show Cause Notice and reasonable opportunity of being heard, suspend or expel a member who:
- Fails to pay maintenance dues for more than three consecutive months
 - Acts in a manner prejudicial to the interests of the Association or other residents
 - Violates any provision of these Bye-Laws or any resolution of the General Body
 - Indulges in anti-social or criminal activity within the jurisdiction
26. An expelled member may appeal to the General Body within 30 days of the order. The decision of the General Body shall be final.
27. Membership may be restored upon full payment of dues, fine (if any), and application in Form RWA-1.

CHAPTER IV — MANAGING COMMITTEE

Article 8 — Composition

28. The affairs of the Association shall be managed by a Managing Committee comprising:

S.No.	Designation	Mode of Selection	Tenure
1	President	Elected by General Body	2 Years
2	Vice-President	Elected by General Body	2 Years
3	Secretary	Elected by General Body	2 Years
4	Joint Secretary	Elected by General Body	2 Years
5	Treasurer	Elected by General Body	2 Years
6-12	Executive Members (up to 7)	Elected by General Body	2 Years

Article 9 — Eligibility for Managing Committee

29. A member shall be eligible to stand for election to the Managing Committee only if they:
- Are an Ordinary Member in good standing (not a defaulter)
 - Have been a member of the Association for at least six months
 - Have attained the age of 21 years
 - Are not involved in any ongoing criminal case related to the Association
 - Have not been adjudicated insolvent

Article 10 — Elections

30. Elections to the Managing Committee shall be held every two years at the Annual General Meeting.
31. The outgoing Secretary shall give at least 21 days' notice of the election.
32. A Returning Officer (a member not contesting) shall be appointed by the outgoing Managing Committee to oversee the election.
33. Voting shall be by secret ballot unless decided otherwise by the General Body.
34. In case of a tie, the result shall be decided by a draw of lots conducted by the Returning Officer.
35. No person shall hold the same office for more than two consecutive terms.

Article 11 — Powers and Duties of Office-Bearers

11.1 President

36. The President shall preside over all General Body and Managing Committee meetings.
37. The President shall represent the Association in all official and legal matters.
38. The President shall have a casting vote in the event of a tie.

11.2 Secretary

39. The Secretary shall maintain records, notices, minutes, and correspondence of the Association.
40. The Secretary shall issue notices, call meetings, and authenticate documents.
41. The Secretary shall maintain and update the Register of Members.

11.3 Treasurer

42. The Treasurer shall maintain all financial records, accounts, and receipts.
43. The Treasurer shall open and operate bank accounts jointly with the Secretary.
44. The Treasurer shall present financial statements at each AGM.

Article 12 — Vacancies

45. Any vacancy in the Managing Committee arising due to death, resignation, disqualification, or removal shall be filled by co-option by the remaining members of the Committee for the unexpired term.

Article 13 — Removal of Managing Committee Members

46. Any member of the Managing Committee may be removed by a Special Resolution passed by two-thirds of members present and voting at a Special General Meeting convened for the purpose.

CHAPTER V — MEETINGS

Article 14 — Annual General Meeting (AGM)

47. The Association shall hold an Annual General Meeting within six months of the close of each financial year.

48. The Secretary shall give at least 15 days' written notice of the AGM to all members.
49. The quorum for the AGM shall be 20% of the total Ordinary Members or 25 members, whichever is lower.
50. If quorum is not present within 30 minutes of the scheduled time, the meeting shall stand adjourned to the same day and time in the following week, at which adjourned meeting no quorum shall be required.

Article 15 — Extraordinary General Meeting (EGM)

51. The Managing Committee may convene an EGM at any time.
52. Upon a written requisition signed by at least 25% of Ordinary Members, the Secretary shall convene an EGM within 21 days of receipt of such requisition.
53. Notice of at least 10 days shall be given for an EGM.

Article 16 — Managing Committee Meetings

54. The Managing Committee shall meet at least once every two months.
55. Notice of at least 5 days shall be given for a Committee meeting.
56. Quorum: one-third of the total Committee members, with a minimum of 3 members.
57. Decisions shall be by simple majority; in case of a tie, the President shall have a casting vote.

CHAPTER VI — FINANCE AND ACCOUNTS

Article 17 — Funds

58. The funds of the Association shall consist of:
 - Membership admission fees
 - Monthly / annual maintenance charges
 - Deposits (corpus fund, sinking fund, etc.)
 - Donations, grants, and contributions
 - Income from Association activities and services
 - Penalties and fines collected under these Bye-Laws

Article 18 — Maintenance Charges

Category / Flat Size	Monthly Charge (Rs.)	Remarks
Up to 500 sq.ft.	_____	Payable by 10th of each month
501 – 1000 sq.ft.	_____	Payable by 10th of each month
1001 – 1500 sq.ft.	_____	Payable by 10th of each month
Above 1500 sq.ft.	_____	Payable by 10th of each month

59. A late payment surcharge of Rs. _____ per month or part thereof shall be levied on arrears beyond the due date.

60. The Managing Committee may revise maintenance charges by a simple majority, subject to ratification at the next AGM.

Article 19 — Bank Accounts

61. The Association shall maintain a current/savings account with a scheduled commercial bank or cooperative bank.
62. All receipts above Rs. 500 shall be deposited within 3 working days.
63. Cheques and electronic transfers shall be signed/authorised jointly by the Treasurer and the Secretary / President.
64. No single payment exceeding Rs. 10,000 shall be made in cash.

Article 20 — Audit

65. The accounts of the Association shall be audited annually by a Chartered Accountant or a qualified auditor appointed by the General Body.
66. The audited statement of accounts shall be presented at the AGM.
67. Copies of the audited accounts shall be made available to any member on request.

CHAPTER VII — COMMON AREAS AND FACILITIES

Article 21 — Use of Common Areas

68. All Ordinary Members and their family members shall be entitled to use the common areas including parks, parking areas, clubhouse, gymnasium, swimming pool (if any), and other amenities, subject to such rules and charges as may be fixed by the Managing Committee.
69. Tenants and associate members may use common areas subject to conditions laid down by the Managing Committee.
70. No member shall encroach upon, alter, damage, or put to commercial use any common area without written permission of the Managing Committee.

Article 22 — Parking

71. Each unit shall be allotted parking as per the original allotment / sanctioned plan.
72. Visitors' parking shall be regulated by the security staff under instructions of the Managing Committee.
73. No vehicle shall be parked in a manner that blocks common passages, emergency exits, or fire lanes.

Article 23 — Maintenance and Repairs

74. All common infrastructure, electrical installations, lifts, water pumps, and sewage systems shall be maintained by the Association out of the Maintenance Fund.

75. Internal repairs within individual units shall be the sole responsibility of the owner/occupant.
76. Any structural repair or renovation by a resident that affects the common structure shall require prior written approval of the Managing Committee and necessary permissions from local authorities.

CHAPTER VIII — CONDUCT AND DISCIPLINE

Article 24 — General Rules of Conduct

77. No member, resident, or visitor shall:
- Create noise or disturbance between 10:00 PM and 7:00 AM
 - Play loud music or operate musical instruments at high volume in a manner that disturbs neighbours
 - Keep pets that cause nuisance or are of a dangerous breed without permission
 - Throw garbage, waste, or trash in common areas or balconies
 - Tamper with fire safety equipment
 - Sublet or assign their unit without intimating the Association
 - Conduct any commercial activity in residential units without legal permission

Article 25 — Security Regulations

78. All visitors shall be required to register at the security gate.
79. Domestic workers, drivers, and other staff shall be verified and their details maintained in a register by the Association.
80. No stranger shall be permitted entry without prior intimation from the resident.

Article 26 — Penalties

S.No.	Violation	Penalty (Rs.)
1	Littering in common areas	500 per instance
2	Unauthorized parking	1,000 per day
3	Noise violation (10 PM – 7 AM)	2,000 per instance
4	Unauthorized structural modification	5,000 + restoration cost
5	Commercial activity without permission	10,000 per month
6	Default in maintenance charges (>3 months)	1% per month on dues + suspension of services

CHAPTER IX — DISPUTE RESOLUTION

Article 27 — Internal Resolution

81. Any dispute between members or between a member and the Managing Committee shall first be referred to an internal Grievance Committee comprising three senior members appointed by the President.
82. The Grievance Committee shall endeavour to resolve the dispute within 30 days of reference.

Article 28 — Arbitration

83. If the dispute is not resolved internally, it shall be referred to arbitration under the Arbitration and Conciliation Act, 1996. The arbitrator shall be appointed by mutual consent or, failing that, by the District Judge of the jurisdiction.
84. The venue of arbitration shall be [City].

CHAPTER X — AMENDMENT OF BYE-LAWS ---

85. These Bye-Laws may be amended by a Special Resolution passed by not less than two-thirds of the members present and voting at a General Meeting, provided that:
 - A notice of at least 21 days along with the text of the proposed amendment has been circulated to all members
 - The amendment does not contravene the Memorandum of Association, any applicable law, or directive of the Registrar of Societies
86. Any amendment to these Bye-Laws shall be filed with the Registrar of Societies within 30 days of passing.

CHAPTER XI — DISSOLUTION ---

87. The Association may be dissolved by a Special Resolution passed by not less than three-fourths of all Ordinary Members at a Special General Meeting convened for the purpose.
88. Upon dissolution, after settlement of all liabilities, the remaining assets of the Association shall be transferred to a charitable institution or public fund as decided by the Special General Meeting, and no part of the assets shall be distributed among the members.

CHAPTER XII — MISCELLANEOUS ---

89. All notices and communications to members shall be delivered personally, by post, or by e-mail / WhatsApp to the registered address / contact of the member.
90. All documents signed on behalf of the Association shall be executed by the President and Secretary jointly.

91. The Association shall not affiliate with any political party or use its funds for any political purpose.
92. The Association shall maintain the following registers: Register of Members; Minutes Book (General Body); Minutes Book (Managing Committee); Accounts Register; Assets Register; Complaints Register.
93. The seal of the Association shall be in the custody of the Secretary and shall be affixed to documents in the presence of the President or Secretary.
94. These Bye-Laws shall come into force with effect from the date of adoption at the General Body Meeting.

CERTIFICATION

We, the undersigned, being the duly elected office-bearers of the Association, hereby certify that the foregoing Bye-Laws were duly adopted at the General Body Meeting of the Association held on [Date].

President	Secretary	Treasurer
Name: _____	Name: _____	Name: _____
Signature: _____	Signature: _____	Signature: _____
Date: _____	Date: _____	Date: _____

ANNEXURE I
FORM RWA-1
APPLICATION FOR MEMBERSHIP

[_____ Resident Welfare Association]

To,
The Secretary,
[RWA Name], [Address].

Subject: Application for Ordinary Membership of the Association.

Sir / Madam,

I / We hereby apply for Ordinary Membership of the above-named Resident Welfare Association and furnish the following details:

1	Full Name of Applicant(s)	
2	Father's / Spouse's Name	
3	Date of Birth	
4	Unit / Flat / Plot No.	
5	Block / Tower / Sector	
6	Type of Unit (e.g. 2BHK / Duplex)	
7	Super / Built-up Area (sq.ft.)	
8	Date of Possession / Registration	
9	Status (Owner / Co-owner / Tenant)	
10	Permanent Residential Address	
11	Mobile Number	
12	Email Address	
13	Aadhaar Number	
14	PAN Number	
15	Emergency Contact Name & No.	
16	Number of Family Members	
17	Vehicle(s) (Type / Reg. No.)	
18	Pet(s) (if any)	

Documents Enclosed (tick applicable):

- Copy of Sale Deed / Allotment Letter / Registry
- Copy of Aadhaar Card
- Copy of PAN Card
- 2 Passport-size Photographs
- Signed Undertaking (Form RWA-2)
- Demand Draft / NEFT Receipt for Admission Fee of Rs. _____

I / We hereby agree to abide by the Bye-Laws, rules, and regulations of the Association as amended from time to time, and to pay all dues and levies as fixed by the Managing Committee.

Place: _____	Signature(s) of Applicant(s):
Date: _____	1. _____
	2. _____

FOR OFFICE USE ONLY:

Membership No.: _____	Date of Approval: _____	Approved by: _____
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ANNEXURE II

FORM RWA-2

UNDERTAKING BY NEW MEMBER

I / We, _____ (Name), son / daughter / spouse of _____, aged _____ years, residing at Flat / Unit No. _____, [Colony / Complex Name], [Address], do hereby solemnly affirm and undertake as follows:

95. I / We have read and understood the Bye-Laws of [RWA Name] and agree to abide by them fully.
96. I / We shall pay all maintenance charges, levies, and dues as fixed by the Managing Committee on or before the due date.
97. I / We shall not encroach upon, alter, or damage any common area, common infrastructure, or the structure of the building without prior written permission of the Managing Committee and local authorities.
98. I / We shall maintain the cleanliness and hygiene of the premises and shall not throw garbage or waste in common areas.
99. I / We shall not cause nuisance, noise, or disturbance to other residents, particularly between the hours of 10:00 PM and 7:00 AM.
100. I / We shall allow access to our unit to authorised representatives of the Association or maintenance staff for inspection or repair of common infrastructure, after due notice.
101. I / We shall immediately inform the Association of any change in ownership, tenancy, or occupancy of the unit.
102. I / We agree that any dispute arising from my / our membership shall be subject to the dispute resolution mechanism provided in the Bye-Laws.
103. I / We understand that breach of any of the above undertakings may result in disciplinary action including suspension or expulsion of membership.

Place: _____	Deponent's Signature:
Date: _____	1. _____
	2. _____

ANNEXURE III**FORM RWA-3****AFFIDAVIT OF OWNERSHIP / RESIDENCE**

(To be executed on Non-Judicial Stamp Paper of Rs. 10 / 20 / 50 as applicable in the State)

IN THE MATTER OF MEMBERSHIP — [RWA NAME]

AFFIDAVIT

I, _____ (Full Name), son / daughter / spouse of _____, aged _____ years, Aadhaar No. _____, PAN No. _____, permanently residing at _____, do hereby solemnly affirm and state on oath as under:

104. That I am the owner / co-owner / registered allottee of Flat / Unit / Plot No. _____, Block / Tower _____, [Colony / Complex / Apartment Name], [Address] (hereinafter referred to as 'the said Premises').
105. That the said Premises was purchased / allotted to me / us vide Sale Deed / Allotment Letter dated _____, registered as Document No. _____ in the office of the Sub-Registrar, _____.
106. That I am / we are residing / intend to reside at the said Premises as my / our primary / secondary residence.
107. That the said Premises is not encumbered by any sale, mortgage, or charge that would affect my right to be a member of the Association, other than as disclosed below: [State 'NIL' or give details]
108. That I have not been expelled or suspended from any resident welfare association or similar body in the past.
109. That I / we voluntarily seek membership of [RWA Name] and undertake to abide by the Bye-Laws and rules of the Association.
110. That the statements made in this Affidavit are true and correct to the best of my knowledge, belief, and information. Nothing material has been concealed therefrom.

Solemnly affirmed / declared and signed before me on this _____ day of _____, 20____, at _____.

Deponent

Before Me:

Name: _____

Name: _____

Signature: _____

Designation: _____

Date: _____

Seal & Signature: _____

(Notary / Magistrate / Oath Commissioner)

ANNEXURE IV**FORM RWA-4****AFFIDAVIT / JOINT DECLARATION BY OWNER AND TENANT**

(To be executed on Non-Judicial Stamp Paper)

AFFIDAVIT / JOINT DECLARATION**PART A — By the Owner:**

I, _____ (Owner's Name), owner of Flat / Unit No. _____, [Complex Name], do hereby declare as follows:

111. That I am the owner of the above-mentioned unit duly registered in my name.
112. That I have let out / leased the said unit to _____ (Tenant's Name) under a Rent/Lease Agreement dated _____, for a period of _____.
113. That I remain responsible for all dues and liabilities towards the Association in respect of the said unit.
114. That I consent to the said tenant applying for Associate Membership of the Association for the duration of the tenancy.
115. I authorise the Association to collect maintenance charges from the tenant, failing which I remain jointly and severally liable.

Signature of Owner: _____

Date: _____

PART B — By the Tenant / Occupant:

I, _____ (Tenant's Name), son / daughter / spouse of _____, aged _____ years, residing at the above-mentioned unit, do hereby declare as follows:

116. That I am residing / intend to reside at the above unit as a tenant under a registered Rent / Lease Agreement.
117. That I have read and agree to abide by the Bye-Laws and rules of the Association during my tenancy.
118. That I shall not sub-let or assign the unit to any third party without prior written permission of the owner and the Association.
119. That I acknowledge the owner's primary liability for all dues and shall cooperate with the Association in all matters concerning the unit.

Signature of Tenant: _____

Date: _____

Solemnly affirmed before me on this _____ day of _____, 20____, at _____.

Notary / Oath Commissioner: _____ (Seal & Signature)

ANNEXURE V**FORM RWA-5****NOMINATION FORM FOR ELECTION TO MANAGING COMMITTEE**

[_____ Resident Welfare Association]

To, The Returning Officer, [RWA Name].

I, _____, Membership No. _____, being an Ordinary Member in good standing, hereby submit my nomination for election to the Managing Committee for the term _____ to _____.

Particulars	Details
Full Name	
Flat / Unit No.	
Membership No.	
Membership Since (Date)	
Post Applied For	
Mobile No.	
Email	
Educational Qualification	
Occupation	

I hereby declare that:

120. I am not a defaulter in payment of any dues to the Association.
121. I have not been previously disqualified or expelled from any position in this or any other association.
122. I am not holding any public office that creates a conflict of interest with the above post.
123. I will abide by the Bye-Laws of the Association and uphold the interests of all members if elected.

Proposed by:

Name: _____ Membership No.: _____ Signature: _____

Seconded by:

Name: _____ Membership No.: _____ Signature: _____

Candidate's Signature: _____

Date: _____

FOR OFFICE USE ONLY:

Nomination No.: _____ Date Received: _____ Status: Valid / Invalid

Verified by: _____

ANNEXURE VI**FORM RWA-6****APPLICATION / COMPLAINT FOR GRIEVANCE REDRESSAL**

Date: _____

To,
The Secretary / Grievance Committee,
[RWA Name], [Address].

Subject: Complaint / Grievance — [Brief Description in one line]

Complainant's Particulars	Details
Full Name	
Flat / Unit No.	
Membership No.	
Mobile No.	
Email	
Date of Complaint	
Nature of Complaint	
Complaint Against (Name / Unit No.)	
Date of Incident(s)	

Details of Complaint (attach additional pages if required):**Documents / Evidence Attached (if any):**

- Photographs
- Written communications
- Witness details
- Other: _____

I hereby confirm that the above information is true and correct to the best of my knowledge and that I am not making this complaint with any malicious intent.

Complainant's Signature: _____

FOR OFFICE USE ONLY:

Complaint No.: _____	Date Received: _____	Received by: _____
Committee Assigned: _____	Hearing Date: _____	Status: _____

ANNEXURE VII**FORM RWA-7****MAINTENANCE CHARGES PAYMENT SLIP / APPLICATION**

[_____ Resident Welfare Association]

Field	Details
Member Name	
Flat / Unit No.	
Membership No.	
Block / Tower	
Period (Month & Year)	
Amount (Rs.)	
Mode of Payment	
Transaction / Cheque No.	
Date of Payment	
Name of Bank (if cheque)	

Head of Charge	Amount (Rs.)	Remarks
Regular Maintenance		
Sinking Fund		
Corpus Fund		
Parking Charges		
Club / Amenity Charges		
Arrears (if any)		
Late Fee (if any)		
Total		

I hereby confirm payment of Rs. _____ (Rupees _____ Only) towards maintenance charges for the period stated above.

Signature of Member: _____	Receipt No.: _____
Date: _____	Received by / Stamp: _____

ANNEXURE VIII
FORM RWA-8
APPLICATION FOR NO DUES CERTIFICATE

Date: _____

To,
The Secretary,
[RWA Name], [Address].

Subject: Application for No Dues Certificate in respect of Flat / Unit No. _____.

Sir / Madam,

I, _____, Membership No. _____, owner of Flat / Unit No. _____, hereby request the issuance of a No Dues Certificate (NDC) in respect of the above unit, for the purpose of:

- Sale / Transfer of the unit
- Registration / Sub-Registration
- Loan / Mortgage documentation
- Any other official purpose: _____

I declare that all dues, maintenance charges, and other levies have been paid up to date. I am attaching the last three maintenance receipts for verification.

Documents Attached:

- Copies of last three maintenance payment receipts
- Copy of identity proof

Applicant's Signature: _____

Date: _____

FOR OFFICE USE — NO DUES CERTIFICATE:

This is to certify that _____, owner of Flat / Unit No. _____, [Complex Name], has cleared all dues and outstanding charges payable to the Association up to _____ (Date).

This certificate is issued at the request of the member for the purpose stated above and is valid for a period of 30 days from the date of issue.

NDC No.: _____	Date of Issue: _____	Valid Till: _____
Secretary	Treasurer	President
(Signature & Seal)	(Signature)	(Signature & Seal)

END OF BYE-LAWS

Document Version 1.0 | Adopted on: _____
[RWA Name] | [Address]

Note: These Bye-Laws shall be read alongside the Memorandum of Association of the Association and any applicable provisions of the Societies Registration Act, 1860 (or the relevant State Societies Registration Act / Apartment Ownership Act) and the rules thereunder.

In the event of any conflict between these Bye-Laws and any provision of law, the provision of law shall prevail.