

### **Subsidiary Rules**

It has been emphasised by the majority members of the society that some members are not paying the Monthly Maintenance Charges (MMC) or paying it late for the services they are availing. Due to non-payment/late payment of MMC, the society is suffering and shall continue to suffer loss of funds and then the members will not get the present services. In several meetings of the society the matter of non-payment/late payment of MMC is being discussed at length. Otherwise, it is also need of time to frame the Subsidiary Rules so that the MMC can be collected from all the members in a disciplined manner. The collection of MMC on time regularly may help the society for availing the better services, healthy and safe environment. Against the payment of MMC, the members get the security services at Entry and Exit Gates, day to day house-keeping service like cleanliness of common areas, maintenance of garden area, 24 x 7 power supply to the common areas including lifts, managerial assistance, plumbing and electrician service etc. Even otherwise, it is the duty of all the members and residents to contribute in order to make the society environment peaceful, clean and healthy so that all may live here happily.

These Subsidiary Rules shall strictly be effective from 01.03.2023 subject to approval from office of Registrar, Cooperaive societies, Punjab. Said Subsidiary Rules are being detailed here under: -

1. That the MMC has been fixed ₹ 1800/- for 1 BHK, ₹ 2500 for 3 BHK and ₹ 2800/- for 4 BHK.
2. That the MMC will be paid by every flat owner in the **Account No. 6024000100017764 (IFSC-PUNB0785300)** of the Society by 5<sup>th</sup> of every month so that the monthly expenses like salary and others may be paid by the society on time by 7<sup>th</sup> of every month.
3. That the maintenance will be deposited by the flat owner at his own responsibility by way of cash, cheque or any other electronic mode whichever is applicable. In case of issuance of cheque, then the member is bound to submit the cheque at least 5 days in advance.
4. That in case of payment made after 5<sup>th</sup> of the month, 10 days grace period will be given to the member on his written request stating the genuine reason for the same. Thereafter, no grace period will be given to the member and the member is liable to pay the fine @ 18% p.a. yearly compounded from the date of first default till realization.
5. That the society can initiate the process to expel the member from membership, for cancellation of allotment and for taking the possession of the flat in due course of law.
6. That it is made clear that the society can initiate legal proceedings any time against a defaulter to recover the defaulting amount under the provisions of Punjab Co-operative Society Act or before any other forum of competent jurisdiction.
7. It is informed here that the member paying the late maintenance payment after grace period shall be allowed to pay the same only with written request stating the genuine reasons for the same. No member will be given more than 5 chances to pay the late payment and the member intending to pay the late payment after 5<sup>th</sup> chance shall be liable to pay the penalty imposed as referred above.

8. That in case, by any reason, if the society accepts the maintenance payment after 10 days (grace period) without written request of the member, then it will not be considered as waiver by the society for submitting the written request.
9. The society will not issue any NOC in favor of the member having arrears of MMC.
10. The member having dues of 3 months MMC shall not be entitled for any service as mentioned above till clearance of MMC with penalty. The services of such member may be terminated any time without any notice to him.
11. That the members, who have not paid the allotment cost yet shall pay said allotment due with interest 18% p.a. from the first due till realization within 3 months from 01/03/2023, failing which the legal process to expel their membership and cancellation of their allotment shall be started by following due course of law.

## **1. General Rules**

- i. **Default** means an act or omission contrary to any provision of these subsidiary rules and bye-laws of the society and all other rules made by the society time to time, non- payment of dues to the society for a period of '2' months and above or act in a manner prejudicial to the interest of society or fail to comply with the decisions taken in the committee meeting or act in a manner contrary to social accepted norms. The person commits such default is referred as **defaulter in the subsidiary rules**.
- ii. Every member shall pay MMC as approved by the society. The amount can be paid on monthly basis, quarterly, half yearly or on yearly basis in advance. Owners of vacant flats are not exempted from paying MMC. Every member shall follow the Subsidiary Rules.
- iii. Residents/members shall refrain from causing irritation and inconvenience to their neighbors by loud music, parties, bursting crackers, throwing garbage in common areas, wrong parking the vehicles and so on.
- iv. Inside the Society, the children, pedestrians and cyclists have the right of way. The speed limit for all vehicles is '15' km ph. Elders must accompany their children of age below '7' years.
- v. Residents / Members must ensure that all garbage / refuse is properly packed and kept readily available for collection by the concerned person. The garbage collector may refuse to collect garbage if it is not in proper packs/bags and staff may move to next flat if garbage is not made available when on his round. The Managing Committee reserves the right to impose fine up to ₹ 1000/- on any member / resident found throwing litter/ rubbish in the common areas and not in the garbage base / dust bins. Excuse such as servant/ maid had defaulted will not be accepted.
- vi. Members / residents must cooperate to maintain landscape gardens and neatness in the entire Society.
- vii. Members / Residents are expected to carry out repairs to their flats for all round safety and it should not be inconvenient to others. In case of any unfortunate incident occurs due to unsafe measures followed by such member/resident, he/she will be solely responsible for said incidence and its consequences.

- viii. Members / Residents carrying out such repairs or any work which entails in use of cement, Bricks, Gravel, wooden waste, construction material and the like shall pay a sum of ₹ **1000/-** per month in advance to the society before starting the construction work and in case of time period is more than one month, said cost will be ₹ **1000/-** per month till the completion of work. These amounts may be increased or decreased by the Managing Committee from time to time after 30 days prior information to the members on its website and notice board. It is the responsibility of the concerned Owner / Residents to ensure that road, Path or Common area is not damaged. The managing committee will utilize the deposits to clean up or to repair the damages. Over and above the cost of repair of damages will be collected from the respective owners/residents. The member renovating his/her flat shall use the ground space of the society under the flats only. However, for the members having flats over the ramp area, the management committee shall notify the space to use for waste material of renovation within 15 days from applying of these rules after notifying, the management committee will inform the members in this regard via whatsapp group and on its website [www.glcsociety.com](http://www.glcsociety.com)
- ix. A member shall reimburse the managing committee for any expenditure incurred in repairing or replacing any common areas and facility damaged through his fault.
- x. Renovation work in the flat will be allowed between **8:30 AM to 8:30 PM from 15 March to 15 October and 9:00 AM to 6:30 PM** for the rest of the period. Even the managing committee is restricted to do so, if any common work of the society is being done.
- xi. Common areas' maintenance will include maintaining the roads, landscaping, cleaning of common areas in the flat including staircase lights and open common area maintenance etc., falling within the jurisdiction of the managing committee.
- xii. **The managing committee shall inform its functions, notices only on its official website i.e. [www.glcsociety.com](http://www.glcsociety.com) to save the expenses of stationary and postal charges.** So, all members are requested to visit the website in routine. The managing committee shall not be responsible for any un-served notice or message, in case the member changes its address or mobile number. Only legal notices, if required shall be sent via registered post on the address given by the member to the society.
- xiii. That writing anything in the lifts, other common areas and walls or anywhere in the society is strictly prohibited and the defaulter will be penalized with the fine of ₹ **500/-**, which will be deposited in the maintenance account of the society.
- xiv. Fine referred in these subsidiary rules if not paid within 30 days from its imposition, shall be recovered as Land-Revenue of the society with interest @ 18% p.a. from the date of default till its realization. However, before starting the recovery process, the society shall issue a written notice to the member/resident granting him time of 15 days to pay said dues.
- xv. The society members shall co-operate each other to make the society green, neat and clean.
- xvi. That un-planned plantation is not allowed. The members/residents interested for plantation are suggested to contact the society office for plantation.
- xvii. No common area except the club is allowed to use for personal events/functions.

xviii. No noise pollution will be made in the society. Musical sound in any function in the society or any flat is prohibited after 10.00 pm in winters and after 10.30 pm in summer. Breach of this term is subject to fine of ₹ 500/-.

xix. Residents may register their complaints either in person or through phone call against a particular complaint number regarding their any grievance comes within the domain of society. No complaint via WhatsApp or SMS will be accepted.

## **2. Rent Rules**

1. A flat in whole or in part shall not be given on rent to anyone without execution of written Tri-party Agreement between Landlord, Tenant and Society.
2. In case of rent out of 3 BHK (2+1) or 4 BHK (3+1) flat, the tenant will not be allowed to park his vehicle in basement and stilt parking area. However, the landlord/flat owner may surrender his parking area in favors of tenant with written information to the Society. In case of rent out of 1 BHK flat, the tenant will park his vehicle only in open area. The landlord will also inform the tenant about this clause in the rent agreement. While taking the possession of rented flat, the tenant will also give an undertaking to the society that he/she will abide all the subsidiary rules of the society.
3. That while renting out the flat in whole or part, it is the duty of landlord flat owner member to provide the complete detail of tenant with self attested copies of his/her ID proofs. Landlord will also inform the tenant to complete the documentary formalities before taking possession of the flat.
4. That maintaining record of tenancy is necessary for security purposes, so, on every tenancy, the landlord flat owner member is bound to pay ₹ 200/- in advance before delivering the possession of the rental property.
5. That in case of breach of any clause of rent bye-laws by landlord, (i) he shall be de-barred to rent out his property in future (ii) his right to vote shall be suspended (iii) his existing tenancy shall be terminated with immediate effect (iv) he shall be liable to pay the interest @ 18% p.a. on the default amount, if any till realization, till the compliance of Rent Rules and resolve the earlier default.

## **3. Pet Rules**

1. That every flat owner, who is also resident of flat shall have right to keep the pet in his flat subject to compliance of these rules. So, a member intends to keep the pet shall: -
  - a. Follow all the rules, instructions, guidelines and legal provisions made by the Government or Local Body Department, courts or any competent authority to do so time to time.
  - b. Not make any act, which causes nuisance in the society compound.
  - c. Be responsible the acts of his/her pet. Act here means the angry nature of pet which puts any person in the society in the fear or mental trauma, urinate, poop of the pet, bite by the pet.

- d. Not take the pet in the lifts, but wherever it is necessary to take the pet in the lift, the member shall be responsible for the act of the pet.
  - e. Be responsible for cleanliness of the urination or poop by the pet in the society premises.
  - f. Keep his/her aggressive pet with proper mouth capping to make all the persons in the society scare free from dog bites.
  - g. Make endeavor to take their pets for poop at least 100 meters away from the society compound.
  - h. Tie their pets with leash properly.
2. It is also informed that no stray dog is allowed in the society premises.
  3. Feeding to stray dog in the society premises or making any effort to bring the stray dog in the society premises are not tolerable.
  4. All dangerous and aggressive dogs like Pit-bull and Rottweiler are not allowed to keep as pets in the society.
  5. The society management will make efforts to keep the society premises free from stray dogs.
  6. In any breach of these rules, the pet owner may be penalized for the fine from ₹ 500/- to ₹ 2500/- by the society management in addition to the penalties, if any imposed by the public offices or court as the case may be.
  7. Members/residents must not release their pet dogs loose outside their flats. Dogs must be taken out on a tight leash and must be positively restrained from defecating in the common areas of the Society.
  8. However, society will follow all respective guidelines/law made by competent authority.

#### **4. FUNDS**

To meet the expenses of society, funds shall be raised from:-

- a. The members in the shape of monthly maintenance Charges (MMC) and its penalties.
- b. The transfer fee.
- c. The re-allotment of the flat of defaulters after following due course of law preferably under the provision of The Punjab Cooperative Societies Act 1961.
- d. Removal of renovation material.
- e. Removal of garbage after organization of any event by any member in the society compound or society club.
- f. Recovery as fine.
- g. Annual gate passes to maids ₹ 200/- per annum. This clause will also apply to the existing members hiring the maid services. **It will be applied after due intimation of One month.**
- h. The landlord/tenant to maintain their record of tenancy.
- i. Use of Club for any event by members of the society
- j. The funds of the society shall be spent only to achieve the objects of the society and no portion of thereof shall be paid or transferred directly or indirectly to any one of its members through any means.
- k. The donations, grants, gifts, charities etc.
- l. From the tuition work, if done by any tenant

- m. Advertisement on society's website  
However, the Managing Committee may work to raise funds from other sources for the welfare and betterment of the society.

## **5. Parking Rules**

1. Cars shall be parked in parking places allotted to a particular flat. The host is responsible to ensure that his guests park their vehicles correctly and does not cause inconvenience to the other residents. No vehicle should be parked in the driveway under any circumstance.
2. Resident's cars / scooters shall display the society vehicle labels pasted on left hand side of the wind screen in case of cars and at an easily visible place on the front portion of two wheelers.
3. That no vehicle will be parked in No Parking Zone/Area, or on the turns of internal roads of the society or in the manner, which blocks the vehicle of others.
4. The society can lock the wrongly parked vehicle with the clamps, lift the vehicle at the cost of vehicle owner and impose fine up to ₹ 500/- to 1500/- upon the owner of the vehicle no matters he/she is member, guest or visitor in the society.

## **6. Club Rules**

The society members can avail the booking of its Club situated in the Basement at following conditions:

- A. Booking charges for different functions/events will be as under:

<b>Bhog on last rites</b>	<b>B'day function</b>	<b>For all other functions</b>
<b>₹ 500/- Per Day</b>	<b>₹ 1000/- Per Day</b>	<b>₹ 3000/- Per Day</b>

- B. That these costs are in addition to electricity bills, which will be charged at the rate of ₹ 15/- per unit. Amount towards power consumption will be charged ₹ 2000/- in advance for all events except for the event of Bhog on last rites, for which it will be charged ₹ 500/-. After the event, after calculating the charges per unit, excess amount will be refunded or charged as the matter may be with immediate effect.
- C. That maintaining cleanliness in basement area is a big task for society, for which the society will charge a lump-sum amount of ₹ 500/- from the concerned members.
- D. That the damage if occurs to any of the society property in said function will be recovered from the members availing the facility.
- E. All these amounts will be charged in advance.