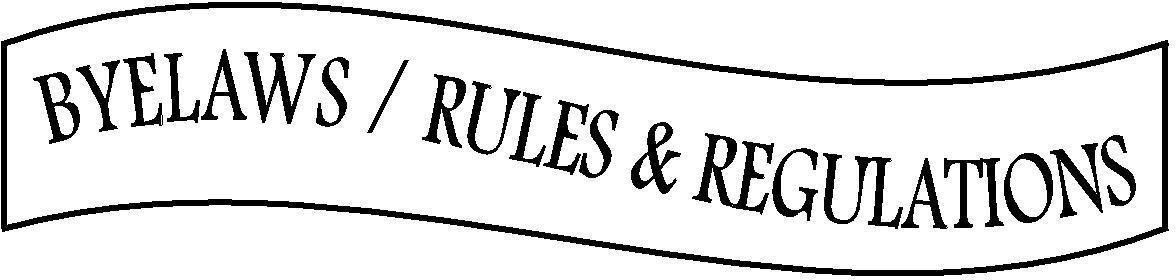
**ANANDAVANAM PLOT OWNERS WELFARE ASSOCIATION**

**(APOWA)**



**NAME & ADDRESS**

ANANDAVANAM PLOT OWNERS WELFARE ASSOCIATION

D. No. 7-5-16

Plot No.39 Pandurangapuram

Visakhapatnam – 530003

Andhra Pradesh

India

**MEMORANDUM OF ASSOCIATION**

# REGISTERED OFFICE:

The registered oﬃce of the Association shall be situated at D.No.6-20-20/3 Flat No 101 Aqua Towers East Point Colony Visakhapatnam – 530017 or at any other place as may be decided by the Managing Committee.

# JURISDICTION:

The area of jurisdiction of the Association shall be within the residential layout Anandavanam comprising 50 acres of Kummaripalem Village in Bheemili bearing survey No. 21 to 27 and Sangivalsa in Bheemili bearing survey No. 158 to 174.

# DEFINITIONS AND INTERPRETATION:

1. "Rules and Regulations" and/or "bye-laws" shall mean Rules and Regulations of the Anandavanam Plot Owners Welfare Association herein after referred as APOWA contained or as amended, altered or substituted from time to time.
2. The word "Association" wherever under context shall mean "Anandavanam Plot Owners Welfare Association".
3. "The Act" shall mean the Andhra Pradesh Societies Registration Act 2001.
4. "Member" shall mean a member of the Association, in accordance with the Rules and Regulations of the Association.
5. "Memorandum" shall mean "The Memorandum of Association" of the Anandavanam Plot Owners Welfare Association.
6. Words importing the masculine gender shall include the feminine.
7. "Sale Deed" shall mean the deed of sale or conveyance executed and duly registered in favor of a owner of a plot/Building in the above jurisdiction of Anandavanam layout and shall include all terms and conditions contained therein.
8. "Plot Owner" shall mean the present owner of a plot/building in as per Anandavanam layout plan in whose favor a registered Sale Deed has been executed by vendor/owners/developer or by any succeeding owner/s who can trace his/their title to the original owners/developers

# AIMS AND OBJECTIVES:

* + To take over from Anandi Farm developers all the common assets, services, documents etc connected to the above mentioned layout and manage the same in order to safeguard and promote the interest of the members
  + To maintain the common areas of the layout including facilities and services such as roads, street lights(if any), water supply, security, and any other infrastructure/ services that may be required from time to time.
  + To promote the welfare of the members of the association, through civic, social, cultural and similar activities.
  + To take eﬀective steps for the maintenance and improvement of the environment and aesthetic aspects of the area and its amenities.
  + To ensure and take necessary steps as well as legal/administrative actions for an orderly and disciplined growth of the layout. To advise, coordinate, liaise etc with other private and statutory organizations as may be necessary.
  + To represent Anandavanam Plot Owners Welfare Association., through representation, meetings, negations/Interactions etc, with concern government and other authorities, private individuals, Corporates, Associations and other bodies etc .
  + To institute, defend or compromise any legal proceedings in the name of the Association and authorize the Secretary or the President to represent the Association in such proceedings or any other member deemed necessary by the managing committee under exceptional circumstances.
  + To do all such acts, deeds, things and action as are incidental and necessary to attain and fulﬁl the aims and objects in the interest of Anandavanam Plot Owners Welfare Association.
  + Surplus arising from the conduct of any activities to fullﬁl the above Aims and objects will be used for corpus exclusively for the beneﬁt/activities of the Association only. Under no circumstances, this shall be distributed to members.

# MEMBERSHIP:

* + A person who has attained the age of 18 years and who is an owner of a plot/building in the Anandavanam Layout shall compulsorily become a member of the Association in compliance with the ﬁrst sale deed executed by the vendor/promoter & developer of the project ANANDAVANAM through which property was purchased by the said person in ANADAVANAM Layout and the same is binding on all subsequent purchasers/owners of the property in ANANDAVANAM Layout.
  + The plot owner shall pay Rs. 1000/- a one-time Joining Fee towards his membership to the association. The said Fee amount is not transferable and not refundable. This shall come into eﬀect from the ﬁnancial year 2012-13
  + On transfer of the plot/house/the property to another person by sale or inheritance or gift or in any other manner every new owner of the property shall pay Rs. 1000/- to the association towards his membership subscription. This membership subscription fees can be altered from time to time by the Managing Committee of the Association.
  + The member shall pay yearly maintenance charges to the association towards the expenses for the support staff and supervisory staff involved in maintenance of common areas, avenue plantation and other common facilities like street lights, repairs of common properties as decided by the Managing Committee of the Association.

# RESPONSIBILITY AND CONDUCT OF PLOT OWNERS:

* + Every Plot Owner :- shall within 60 days of purchase of a plot/s in ANANDAVANAM layout, become a Member of the Association by paying the requisite subscription fee as determined from time to time;
  + Shall pay the maintenance and other charges levied by the Association within such time period and at such rates as may be determined by the Managing Committee of the Association
  + Shall abide by and be bound by the bye laws/rules and regulations of the Association, as may be amended from time to time.
  + Shall abide by and be bound by every term and condition contained in their respective Sale Deed and shall also ensure that the binding nature thereof be made applicable to every successive purchaser by insertion of suitable clauses in their documentation.
  + Shall ensure that the original dimension and area of the plot/s, as shown/depicted in the original layout plan/s approved by the original layout plan/s approved by authorized department, purchased by them shall be unchanged and any physical sub division thereof under any circumstances shall be possible only with the approval of competent approving authority.

# TERMS AND CONDITIONS RELATING TO CONSTRUCTION OF RESIDENTIAL HOUSE:

* + Every plot owner is encouraged to obtain a plan for the construction of a house from concerned local authority and ensure the house constructed by the Plot Owner shall be done without causing hindrance to other neighboring plots.
  + Every Plot Owner:- shall abide and strictly adhere/comply with the rules, terms and conditions relating to the construction of a residential house and shall ensure that the residential house constructed by the Plot Owner shall be done without any violation or deviation there from
  + shall prepare and obtain sanction of a building plan, and applicable building byelaws, if any, and get the same sanctioned/approved by the concerned local authority prior to commencement of any construction activity;
  + shall abide and strictly adhere/comply with the applicable building by laws, if any, and the sanction/approved building plan relating to the construction of a residential house and shall ensure that the residential house constructed by the Plot Owner shall be done without any violation or deviation there from;

# PLOT OWNER'S DEFAULTS:

* + The following omissions and commissions of any Plot Owner shall be deemed to be a default:-
    1. Not becoming a member of the Association despite being a Plot Owner
    2. Non-compliance of any of the rules and regulations of the Association
  + The Managing Committee shall be empowered to take the following action and or impose the following penalties:
    1. In the event of non-payment of maintenance charges and other dues, to impose interest on all such overdue payments upon Plot Owner/s at the rate of 12% per annum
    2. In the event of failure to become a Member, to stop services, refuse No Objection for construction, sale, etc., collect subscription and all past dues along with interest at the rate of 12% per annum, restrict facilities to use the amenities and take such other action as may be deemed ﬁt.
    3. In the event of violation/non-compliance of terms and conditions local statutory rules, etc., relating to use of plot, construction, etc., take suitable action to enforce such rules and regulations, including restraining further activity and or construction on the Plot, impose ﬁnancial penalty, demand compliance and seek demolition, if any, to ensure rectiﬁcation and/or take such further action as may be deemed ﬁt under the circumstances of each case;
    4. To take all or any action, including recourse to legal proceedings to enforce compliance of the bye laws/rules and regulations of the Association.
    5. In the event of a member not paying the dues to the association for a period of any 2 years, the member automatically loses his membership from the association and the member is not entitled to any common services and facilities and is not responsible for any untoward incidents in their plot. The association has a right to put signage of nonpayment of dues. Members are allowed to join back only after paying all the dues along with interest at 12% per annum or as decided by the managing committee.

# GENERAL BODY:

* + The General Body shall consist of all the members who have become Members of M/S ANANDAVANAM PLOT OWNERS WELFARE ASSOCIATION in the layout and paid their joining fees / dues etc. to the Association.
  + The Managing Committee, shall consist of 9 members who will be elected in the annual general meeting by show of hands or by conducting election if required, henceforth referred to as the 'MANAGING COMMITTEE' to carry out the day-to-day administration and aﬀairs of the Association and to represent the Association in all matters. Such elected members shall elect the President, Vice-President, Secretary, Joint Secretary and Treasurer and 'Oﬃce Bearers’ as managing committee members.
  + The Managing Committee shall hold oﬃce for a period of 1 year.
  + The General Body Meeting of the Association shall be as per Andhra Pradesh Societies Registration act, 2001. The General Body Meeting shall be held within 2 Months from the closure of the ﬁnancial year.
  + Meeting notice regarding this meeting shall be sent to all the members 21 days before the date of the Meeting.
  + The general body meeting shall be held at Registered Oﬃce or at any other place as the Managing Committee may decide from time to time.
  + Notice given to the duly authorized representatives nominated by a member shall be deemed as notice given to the member.
  + The Quorum for the general Body Meeting shall be not less than 10% of the plots represented by members of the Association present and eligible to vote.
  + In the event the required Quorum is not available the Meeting will stand adjourned by 30 minutes on the same day. If however, there is no quorum even at the adjourned meeting, the number of members present shall form the quorum and the meeting shall be proceeded with.
  + Each plot owner is eligible to cast one vote in the General Body meeting, provided all dues to the Association have been paid as on the date of the meeting.
  + The results shall be declared by a majority of the votes obtained by each candidate.
  + After the annual general meeting of the association on or before the 15 days of meeting, the Association will ﬁle with the registrar of Societies the list of names and addresses and occupation of the members of the managing committee and also ﬁle the audited Balance Sheet and income and Expenditure account.
  + The following business shall be transacted at the Annual General Body Meeting:
    1. To consider and adopt the annual report and audited statement of accounts of the previous years.
    2. To consider and approve the budget provision for the ensuring year and also to approach the previous year actual budget.
    3. To elect members to the managing Committee once in 1years.
    4. To pass resolutions.
    5. Appointment of Statutory Auditors.
    6. To take up any other business with the permission of the chair.

# EXTRAORDINARY GENERAL BODY MEETING:

* + A Extraordinary General Body Meeting may be convened at any time giving not less than 15 days notice to all Members, by the requisition of the Managing Committee of the Association or not less than such number of Members constituting at least 10% of the total strength of membership of the Association, by stating the business that is required to be transacted at such Extraordinary General Body Meeting.
  + Quorum, Voting, Resolutions, Proceedings, methods etc. shall be as described above in the provisions made under General Body Meetings.
  + The following business shall be transacted at the Special General Body Meetings:
    1. To amend Rules Regulations.
    2. Meetings.
    3. Resolutions passed and Amendments of the Rules & Regulations have to be passed by not less than 1/3 of the members present

# MANAGING COMMITTEE:

* + The management of the Association shall vest with a Managing Committee consisting of 9 persons. Managing Committee Members will be elected from amongst the Members of the Association by the General Body, once in every one year and this shall be eﬀective from AGM date
  + The Managing Committee will elect a President, Vice President, a Secretary, a Joint Secretary and a Treasurer and members as 'Oﬃce Bearers' from among themselves to hold oﬃce during the tenure of that particular Managing Committee.
  + The members of the Managing Committee shall be eligible for re-election.
  + Any shortfall In the event of death, disqualiﬁcation or resignation of any of the Oﬃce Bearers the committee shall elect from amongst themselves to ﬁll in the vacancy for the remaining term of the managing committee of the Association.
  + In the event of death, disqualiﬁcation or resignation of any of the 'Managing Committee Member' remaining members in the committee shall nominate member/s to ﬁll in the vacancy in the committee from amongst the members of the association for the remainder of the term.
  + The Managing Committee may invite to their meetings not more than two specialists/ experts who may be non-members of the Association whose presence in the deliberations is considered useful.
  + An elected Managing Committee member may resign at any time by sending a letter of resignation to the President, or in his absence to the Secretary of the Association, but a resignation shall take eﬀect from the date of the acceptance by the Managing Committee or one month from tendering of resignation, whichever is earlier.
  + If a Managing Committee Member is absent himself from three consecutive meetings of the Managing Committee (including postponed meeting) without prior intimation, he shall cease to be a member of the Managing Committee, unless the Managing Committee decides otherwise.

There shall be at least four or more meetings of the Managing Committee every year.

* + The Quorum for meeting of the Managing Committee shall not be less than 1/3 (one third) members present.
  + Every issue before the Managing Committee shall be decided by a simple majority of the managing Committee members present.

# MANAGING COMMITTEE: DUTIES & POWER

The Managing Committee shall hold oﬃce for a period of 1 year and its scope shall be as follows

* + To nominate, co-opt members or ﬁll-up vacancies that may arise in the Managing Committee as a member of the Managing Committee or nominate a member / professional as a "Special Permanent Invitee" to attend the Managing Committee Meetings and avail his/her services as required by the committee.
  + To administer the aﬀairs and properties of the Association and incur expenditure there off.
  + To institute, defend or compromise any legal proceedings in the name of the Association and authorize the Secretary or the President to represent the Association in such proceedings.
  + To do all those acts, deeds and things and take necessary steps and action, that may not be speciﬁcally mentioned herein, for the achievement of the objectives of the Association.
  + To collect, membership fees, levies subsidies and any other beneﬁts for the achievement of its objectives and for the promotion and development thereof.
  + To constitute sub-committees and delegate any of the work/s of the Managing Committee there to and to lay down guidelines and duties for such sub-committees to function within. At least one of the oﬃce bearers of the Managing Committee shall be member of each sub-committee.
  + To frame, amend, alter, etc. rules and regulations for the eﬀective management and control of the Association and its activities, that are not inconsistent with these presents and not in derogation of the objectives of the Association, including prescribing powers and duties of oﬃce bearers and other functionaries of the Association.
  + To withdraw services, maintenance and other privileges to Members/plot owners in the event he/she/it/they have not complied with the rules and regulations of the association or found guilty of violating the above rules and regulations.
  + To open bank accounts in such Bank/s that are deemed ﬁt, operate the same and manage the funds and properties of the Association and to present duly audited accounts at the Annual General Body Meetings.
  + To publish annual accounts and balance sheets.
  + To arrange for investment of the surplus funds of the Association.
  + To appoint, suspend, dismiss, take or arrange to take disciplinary action against staﬀ/employees of the Association, to prescribe and lay down service regulations for employees, ﬁx remuneration, perks, etc. and control the entire staﬀ.
  + To arrange for auditing of the accounts of the Association and arrange to draw up ﬁnancial statements, balance sheets, etc. is accordance with the rules defined by Indian Government.
  + To appoint chartered accountants, cost accountants etc. for internal auditing, advocates, tax consultants and such other professionals and pay them required fee to enable due compliances and attainment of the objectives of the Association.
  + To publish newsletters, leaﬂets, journals, brochures, etc. or on websites as deemed ﬁt in furtherance of its objectives.
  + To write to the Sub-Registrar/Village Panchayat or any other such authorities to request those not to execute transfer/alienate the properties in ANANDAVANAM Layout without an oﬃcial "NO OBJECTION" letter from the association.
  + The Managing Committee shall duly minute all meetings of the Association, Managing Committee and sub-committee, keep proper accounts and ensure that they are audited by a qualiﬁed chartered accountant appointed at every annual general body meeting.
  + The Managing Committee shall if required may delegate powers to the 'Oﬃce Bearers' as and when required to attend to speciﬁc day to day functions.
  + The Managing Committee shall be the ultimate authority on all matters relating to the administration of the Association.

# MEETINGS OF THE MANAGING COMMITTEE:

* + The Managing Committee shall ordinarily meet once in 3 months or as and when deemed necessary. The president in his absence anyone of the committee member shall preside over the meeting.
  + Seven day’s notice shall be given to members of the Managing Committee to convene the meetings. However in matters of great urgency or exigencies the meeting may be called at a shorter notice by informing over telephone or verbally without any notice.
  + All decisions on the subject before the committee shall be decided by a simple majority of votes of members present including the President, the Secretary, Joint Secretary and the Treasurer.
  + For all matters which are not speciﬁcally provided herein, the provisions of the Andhra Pradesh Societies Registration Act, 2001 and the Rules made there under shall apply.
  + The Quorum for meeting of the Managing Committee shall be not less than 1/3 of the members.
  + Every issue before the Managing Committee shall be decided by a simple majority of the managing Committee members present
  + The oﬃce bearers shall be responsible for conducting the day-to-day aﬀairs of the Association as per the powers and duties provided in this rules.

# POWERS AND DUTIES OF THE PRESIDENT:

The president shall have general control over all the aﬀairs of the Association and shall have the following powers and duties:

* + To preside over and conduct the meetings of the Managing Committee and to vote on all occasions.
  + To direct, guide and supervise the working of the Association.
  + To lead all delegations.

# POWERS AND DUTIES OF THE SECRETARY:

Subject to the general direction of the President and the Managing Committee, The Secretary shall conduct all functions including the following duties:

* + To look after the day-to-day administration of the Association.
  + To implement the decision of the Managing Committee.
  + To convene meetings of the Managing Committee and keep proper records of all the proceedings of the meetings.
  + To sign on behalf of the Association and conduct all correspondence deemed necessary on behalf of the Association.
  + To be a member of the Sub-Committees formed by the Managing Committee.
  + To review periodically the suggestions recorded by the members of the Association in the suggestion book to be kept in the premises of the Association and place such suggestions before the Managing Committee at its monthly meeting for action, if any.

Action taken on suggestions shall be recorded by the Secretary in the remarks column on the suggestion book.

* + To represent the Association in all legal matters relevant to the Association and with the speciﬁc approval of the Managing Committee.
  + He shall also be the person to enter into contracts approved by the Managing Committee and representing the Association.
  + To represent in the meetings of other Associations, Institutions etc., if invited, with the prior approval of the President or the Managing Committee.
  + To arrange for the conduct of activities of the Association and perform all duties entrusted to him by the Managing Committee.
  + The Secretary shall prepare and send notices of Managing Committee meetings to the Managing Committee Members, General Body Meeting to all members and any other notices or intimations regarding the day-to-day aﬀairs of the Association to all members.
  + The Secretary shall record and place the minutes of the Managing Committee.
  + The Secretary shall be authorized to deal with correspondence with the Registrar of Societies and all other persons and Government Statutory Authorities.
  + The Secretary shall maintain the register of members, the minutes books and shall maintain ﬁles pertaining to correspondence, documents and other relevant records.
  + To exercise administrative control over the staﬀ of the Association and to take disciplinary action as and when needed in consultation with the Managing Committee.

# POWERS AND DUTIES OF THE TREASURER:

* + To ensure maintenance of the prescribed accounts and registers correctly up to date.
  + To arrange for proper maintenance and safe custody of all the documents and other properties..
  + To receive and make payments of all bills sanctioned by the Managing Committee/ President/ Secretary-as per their delegated powers.
  + To receive all fees, subscriptions, penalties and any other payments and to pass appropriate receipts for the same. To maintain receipts and vouchers and other books of accounts properly and up to date.
  + To prepare receipts and payments accounts every month and place before the Managing Committee meeting, bringing out any salient points like out-standing subscriptions, etc.,
  + Arrange to get books and accounts and statements of the accounts audited by the Chartered Accountant, approved by the Managing Committee.
  + To perform such other duties as may be entrusted to him by the Managing Committee.
  + Shall maintain petty cash for meetings & immediate necessities as determined by the Managing Committee from time to time.

# POWERS AND DUTIES OF THE JOINT SECRETARY:

* + Shall assist the Secretary in his work & shall coordinate with the other oﬃce bearers and contribute for achieving the objectives of Managing Committee.
  + Shall also accept responsibilities / duties as decided by the Managing Committee from time to time.

# FUNDS AND ACCOUNTS:

All monetary and physical assets of the Association shall be derived from:

* + Maintenance Charges paid by the members.
  + Membership fees.
  + Contingency fund collected from the plot owners.
  + Penalties/Interest etc, collected from the members for the delayed payments.
  + Money or physical assets as may be contributed, gift donated or bequeathed by any person, ﬁrm or company, State or central Government or their agencies, other authorities, to the Association.
  + All income, including interest on Fixed Deposits, dividend, bonus, etc., arising out of the Association Bank Accounts, Investments, etc.
  + All physical assets that may be purchased or acquired from out of the above stated funds or otherwise acquired by the Association.
  + All funds/assets of the Association may be held in the name of the Association.
  + The funds of the Association shall be invested modes speciﬁed under the provisions of Sections of the I. T .Act., 1961 as amended from time to time.
  + There shall be regular maintenance of all accounts of the Association. The accounts shall be audited by the Statutory Auditors every year. The Accounts will be closed every year by 31st march. The funds of the Association shall be kept in a Scheduled Bank in the name of ANANDVANAM Plot Owners Welfare Association' and jointly operated by two of the following,

1. The President & Secretary OR
2. The President & Treasurer

# SALE OF PLOT/Buildings:

* + The member/plot owner proposing to sell or other transfer his/her/its plot/building in ANANDAVANAM Layout shall get a prior no-due certificate from the Association after settling all dues, if any to the Association. The Association shall not be obliged to give these certiﬁcates if the Member has not settled dues and or is in breach of any of these rules and regulation, which have not been cared for.
  + In the event of the Plots/houses/property sold or transferred to another person or ﬁrm/company in any manner the member/owner of the plot shall pay a transfer fee as prescribed by the Managing Committee from time to time and the same shall be remitted to the Association by the owner of the plot/house at the time of applying for the NO DUE CERTIFICATE' as aforesaid. Such transfer fee shall not be payable if the transfer of the plot is sought to be eﬀected under WILL or "intestate succession" to the spouse or children upon the death of the member. However the other rules regarding obtaining the NO DUE CERTIFICATE' from the association shall apply.
  + Notwithstanding anything contained elsewhere, in the event the plot Owner/Member fails to pay the said amount the Purchaser of the plot/property i.e., the new owner of the plot/house is liable to pay the same including any dues if any, etc. of the previous owner.

The Member who has sold the plot shall from the date of the sale cease to be a Member of the Association and the purchaser shall become a Member of the Association within a period of 60 days there from with retrospective date

# GENERAL:

1. By a “ special Resolution” a society may alter the provisions of the memorandum with respect to:-
2. (a) change of objectives of the society;
3. (b) to amalgamate itself with any other society; or
4. (c) to divide itself into two or more societies.
5. Subject to the provisions of this Act, and the conditions contained in its memorandum, a society may, by an ordinary resolution passed by not less than 1/2 ( Half) of the members present and voting alter its bye-laws.
6. Any alteration of the memorandum of the society shall not be valid unless such alteration is registered under this Act.
7. If any alteration of the memorandum is filed with the Registrar and if they are not contrary to the provisions of this Act, he shall register the same and shall certify the registration of such alteration under his hand and seal within thirty days form the date of receipt of the resolution. The certificate shall be conclusive evidence that all the requirements of this Act with respect to the alteration and the certification thereof have been complied with and henceforth the memorandum as so altered shall be the memorandum of the society.
8. Every alteration in the bye-laws of the society should be sent to the Registrar and he shall take it on record if it is not contrary to the provisions of this Act. Amendment of Memorandum and By Laws as per **Section 8(1)** of the Andhra Pradesh Societies Registration of 2001.
9. In the event of dissolution or winding of the Society, the assets remaining as on the date dissolution shall under no circumstances be distributed among the members of the managing Committee/Governing Body. The same shall be transferred to another charitable society whose objects are similar to those of this Society and which enjoys recognition under Sec.80 G of the I.T. act 1961, as amended from time to time.
10. The beneﬁts of the society shall be open to all irrespective caste, creed or religion or gender.
11. The funds and income of the Society shall be solely utilized for the achievement of the objects and no portion of it shall be utilized for payments to members by way of proﬁt, interest, dividend etc.,
12. For matters which have not been speciﬁed provided therein above, the provisions of the Andhra Pradesh Societies Registration of 2001 rules and Regulations made thereunder shall apply.

# ACCOUNTING YEAR:

1. The accounting year of the Association shall be the ﬁnancial year, from 1st April of the present year and 31st March of the succeeding year.
2. Forallthingsandmatterswhichhavenotbeenspeciﬁcallyprovidedforhereinabove, the provisions of the Andhra Pradesh Societies Registration of 2001, Rules and Regulations made there under shall apply.

# IDEMNITY:

The Association shall hereby indemnify and hold indemniﬁed and harmless all the oﬃce bearers and other members of the Association against all costs, losses, injury, damages, claims, proceedings, etc., incurred or suﬀered by them in the course of their discharge of oﬃcial duties on behalf of the Association. No oﬃce bearer or other member acting in his/her oﬃcial capacity for the Association, shall be personally liable for any or all acts, deeds and things done lawfully in pursuance of the duties and powers vested to them under these presents."

# OFFICE WORKING HOURS:

Working Hours of the Association Oﬃce shall be ﬁxed by the managing committee