

# Real Estate Professionals Association

## Membership Rules, Regulations, Application Form & Member Documentation

### 1. Preamble

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These Membership Rules and Regulations (“Rules”) are framed and adopted by Real Estate Professionals Association (“Association”), a company incorporated under Section 8 of the Companies Act, 2013, having its registered office at [●].

These Rules shall be read together with and shall remain subject to the Memorandum of Association (“MOA”), Articles of Association (“AOA”) of the Association, applicable provisions of the Companies Act, 2013 and other applicable laws.

In case of any inconsistency between these Rules and the MOA/AOA or applicable law, the provisions of applicable law and the MOA/AOA shall prevail.

### 2. Definitions

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“Association” means Real Estate Professionals Association, including its duly constituted committees, Executive Committee and other bodies constituted in accordance with the AOA and these Rules.

“Member” means an individual, proprietorship, partnership firm, LLP, company or other eligible entity whose membership application has been duly approved by the Association.

“Authorised Representative” means the individual nominated by an entity-member to represent such entity before the Association.

“Membership Year” means the period from 1 April to 31 March of the following year.

“Applicable Law” includes the Companies Act, 2013, Real Estate (Regulation and Development) Act, 2016 (“RERA”), Digital Personal Data Protection Act, 2023 (“DPDP Act”), and other laws applicable to the activities of the Association or its Members.

### 3. Membership Categories & Eligibility

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Membership may be offered under categories including Individual Member, Professional Member, Proprietorship/Firm Member, LLP Member, Company/Corporate Member, Associate Member and such other category as may be approved by the Association.

The rights, voting entitlement, fees and privileges of each category shall be as prescribed by the Association and, where applicable, the AOA.

An individual applicant should be 18 years of age or above, possess legal capacity to contract, be engaged in or associated with the real estate sector or allied activities, and satisfy the eligibility criteria prescribed by the Association.

A proprietorship, partnership firm, LLP, company or other eligible entity engaged in real estate or allied activities may apply through its proprietor, partner, designated partner, director or authorised representative.

Membership may be refused or discontinued where the applicant/member provides materially false, misleading or incomplete information; has been convicted of an offence involving fraud, dishonesty or moral turpitude, subject to applicable law; engages in activities materially prejudicial to the objectives or reputation of the Association; or otherwise fails to satisfy prescribed eligibility requirements.

The Association may accept or reject an application based on eligibility, verification, documentation, applicable Rules and the objectives of the Association.

## **4. Application & Admission Procedure**

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Every applicant shall submit the duly completed Membership Application Form, prescribed documents and KYC information, applicable membership/admission fee, and such additional information as may reasonably be required for verification.

The Association may verify the information and documents submitted by the applicant through appropriate means.

Where an application contains materially false, forged or misleading information, the Association may reject the application and may take appropriate action in accordance with these Rules and applicable law.

Membership shall become effective only upon completion of required documentation and verification, approval by the competent authority/committee of the Association, and allotment of a membership number.

## **5. Membership Fees**

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Admission, annual membership, renewal and other applicable fees shall be prescribed by the Association from time to time.

Membership fees shall ordinarily be payable in advance and shall be subject to applicable GST/taxes.

Unless specifically approved by the Association or required by law, membership/admission fees shall be non-refundable.

If annual/renewal fees remain unpaid, the Association may issue a notice providing the Member a reasonable opportunity to regularise the dues. If the Member fails to regularise the dues within the period specified in the notice, the Association may suspend or terminate the membership in accordance with these Rules.

## **6. Rights & Privileges of Members**

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Subject to the applicable membership category and AOA, a Member may be entitled to a membership certificate and/or membership identification card; participate in meetings, programmes and knowledge-sharing activities; receive relevant communications and circulars; participate in networking and professional activities; and exercise such voting or other rights as may be specifically available to the relevant membership category.

Membership shall not automatically confer voting rights where such rights are restricted by the AOA or applicable law.

## **7. Entity Membership & Authorised Representative**

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Where membership is granted to a firm, LLP, company or other entity, the membership shall belong to the entity and not personally to its nominee/representative.

The entity shall nominate an Authorised Representative for participation in the activities of the Association.

The entity may change its Authorised Representative by giving written notice and supporting documents as may be required by the Association.

Voting rights of an entity-member, if applicable, shall be exercised through its duly authorised representative and shall be subject to the applicable membership category and AOA. Unless otherwise provided, an entity-member shall not exercise more than one vote merely because it has multiple representatives.

## **8. Duties & Responsibilities of Members**

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Every Member shall comply with the MOA, AOA, these Rules and applicable policies; maintain professional integrity and ethical standards; provide accurate and updated information; promptly notify material changes in address, constitution, GST, RERA registration or other relevant particulars, where applicable; maintain confidentiality; avoid conduct likely to materially prejudice the reputation or interests of the Association; and comply with applicable laws, including RERA where applicable to the Member's activities.

## 9. Code of Professional Conduct

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Members shall conduct their business honestly, fairly and lawfully; refrain from fraud, deception, misleading representation or unfair business practices; avoid false commitments or representations; respect confidentiality and proprietary information; and maintain professional standards consistent with the objectives of the Association.

Any material violation may constitute misconduct and may result in disciplinary action under these Rules.

## 10. Use of Name, Logo & Membership Identity

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The name, logo, emblem and other intellectual property of the Association shall remain the property of the Association.

Members may use the membership designation or logo only in the manner authorised by the Association.

No Member shall represent itself as an employee, agent, partner or franchisee of the Association; use the Association's name/logo for unauthorised commercial endorsement; make any representation that the Association guarantees its services or business; or use the Association's identity in any misleading manner.

Upon suspension, resignation or termination, the Member shall cease representing itself as a Member and discontinue unauthorised use of the Association's name, logo, certificate or membership identity.

## 11. Confidentiality & Data Protection

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Members shall maintain confidentiality of non-public information relating to the Association, other Members, internal communications, membership database, financial or operational information and other confidential information received through membership.

No Member shall disclose confidential information except with appropriate authorisation, consent of the concerned person/entity, or where disclosure is required by applicable law.

The Association may collect and process personal data for lawful purposes connected with membership administration, communication, events, compliance, record keeping and other lawful activities. Such processing shall be undertaken in accordance with the DPDP Act, applicable rules and the Association's applicable privacy/data protection practices.

Where consent is legally required for a particular processing activity, such consent shall be obtained in an appropriate manner. Membership shall not, by itself, be treated as blanket consent for all forms of

data processing or communication.

The Association may communicate with Members through email, telephone, SMS, WhatsApp or other appropriate channels, subject to applicable law and the Member's applicable communication preferences.

## **12. Meetings & Participation**

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Members may participate in meetings, seminars, networking programmes and other activities subject to their membership category, applicable Rules, the AOA and any eligibility or registration requirements applicable to a particular programme.

Voting rights shall be governed by the AOA and applicable membership category.

## **13. Renewal of Membership**

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Membership shall ordinarily be valid for one Membership Year unless otherwise specified.

Renewal shall be subject to payment of applicable renewal fee, submission/update of KYC information and compliance with applicable membership conditions.

The Association may prescribe professional development, CPD, RERA compliance or other conditions for specific categories, provided such conditions are reasonable, clearly communicated and applicable to the relevant category.

## **14. Suspension, Disciplinary Action & Termination**

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Membership may be suspended or terminated for material violation of these Rules, MOA/AOA or Code of Conduct; false or forged documents; persistent non-payment; serious misconduct; conviction for an offence involving fraud, dishonesty or moral turpitude, subject to applicable law; serious regulatory action relating to the Member's professional/business activities; or any other material ground recognised under applicable Rules.

Except in circumstances requiring immediate interim action to protect the Association or its Members, the concerned Member shall ordinarily be given a written show-cause notice providing reasonable time, generally 7 to 15 days, to respond.

Where appropriate, the Member may be provided an opportunity to make written or oral submissions before the competent committee/authority.

The competent authority shall take a decision after considering the available material and the Member's response, where provided.

The Association may provide an internal appeal mechanism in accordance with the AOA or policies approved by the competent authority.

Upon termination, the Member shall cease to enjoy membership rights and shall return/surrender membership certificates, ID cards or other Association property as applicable. Fees already paid shall ordinarily not be refundable unless otherwise determined or required by law.

## **15. Resignation**

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A Member may resign by giving 30 days' written notice to the Association.

Resignation shall not extinguish any outstanding dues, liabilities or obligations accrued before the effective date of resignation.

Membership fees shall ordinarily not be refundable upon resignation.

## **16. Grievance Redressal & Dispute Resolution**

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Any grievance relating to membership or the functioning of the Association should, in the first instance, be submitted to the designated Grievance Committee/competent authority. The parties shall endeavour to resolve the grievance amicably within 30 days.

If a dispute between the Association and a Member arising out of or relating to membership remains unresolved and is legally capable of being referred to arbitration, the dispute may be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, as amended.

The arbitrator shall be appointed by mutual agreement between the parties. If the parties fail to agree upon the arbitrator within the prescribed period, the appointment shall be made in accordance with the applicable provisions of the Arbitration and Conciliation Act, 1996. No party shall have an unilateral right to appoint the sole arbitrator.

The seat of arbitration shall be Gujarat, India, unless otherwise mutually agreed. Proceedings shall ordinarily be conducted in English. Subject to applicable law, courts having appropriate jurisdiction in Gujarat shall have jurisdiction in relation to matters arising from the arbitration.

A Member shall indemnify the Association, to the extent permitted by law, against losses, claims, liabilities, costs or expenses arising directly from the Member's breach of these Rules, fraud or wilful misconduct, unlawful acts, material misrepresentation or violation of applicable law. Such indemnity shall not extend to losses caused by the Association's own fraud, wilful misconduct or liability which cannot lawfully be excluded.

## 17. Amendment of Rules

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These Rules may be amended, modified or supplemented from time to time by the competent authority of the Association in accordance with the MOA, AOA and applicable provisions of the Companies Act, 2013.

Where approval of the Board, Members in General Meeting or any statutory authority is required, such approval shall be obtained.

Amendments shall be communicated to Members through appropriate means, including email, circular or publication on the Association's website.

No amendment shall override the MOA, AOA or applicable law.

## 18. Disclaimer

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Membership does not guarantee business, income, clients, employment, investment or profit; does not constitute a partnership, joint venture, agency, franchise or employment relationship with the Association; does not constitute or substitute any licence, registration or approval required under RERA or any other law; and does not make the Association responsible for disputes between a Member and its clients, customers, employees, vendors or other third parties.

The Association may facilitate networking, knowledge sharing and professional development but does not guarantee any commercial outcome.

## 19. Member Declaration & Undertaking

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Every Member, at the time of admission and/or renewal, may be required to execute a declaration confirming that information provided is true and correct; the Member will comply with the MOA, AOA, Rules and Code of Conduct; maintain professional and ethical standards; not misuse the Association's identity; maintain confidentiality; comply with applicable data protection requirements; pay applicable fees and dues; and understand that violation may result in disciplinary action, suspension or termination subject to applicable procedure and law.

## 20. Association Records

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The Association shall maintain appropriate records relating to membership applications, verification and approval, membership numbers, fees and renewals, disciplinary proceedings where applicable, and other records required under applicable law or considered necessary for proper administration.

Access to such records shall be subject to applicable law, confidentiality requirements and internal policies.

## 21. Interpretation

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The Executive Committee/Board or such other authority as may be authorised under the AOA may issue administrative guidelines, procedures and clarifications for implementation of these Rules, provided that such guidelines do not conflict with the MOA, AOA, these Rules or applicable law.

## 22. Saving Clause

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If any provision of these Rules is held to be invalid, illegal or unenforceable, the remaining provisions shall continue to remain valid to the extent permitted by law.

## 23. Governing Law

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These Rules shall be governed by and construed in accordance with the laws of India.

The Association shall operate subject to the Companies Act, 2013 and other applicable laws and regulations.

## Member Documentation

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### Form-B – Document Checklist

- ☐ Photograph of applicant / Authorised Representative
- ☐ PAN
- ☐ Identity proof
- ☐ Address proof
- ☐ Firm/LLP/Company registration documents, where applicable
- ☐ GST registration, where applicable
- ☐ RERA registration, where applicable
- ☐ Authorisation / Board Resolution / Partner Resolution, where applicable
- ☐ Such other documents as may reasonably be required for verification

## Form-C – Member Declaration & Undertaking

I/We hereby declare that the information and documents submitted to the Association are true and correct.

I/We agree to comply with the MOA, AOA, Membership Rules, Code of Conduct and applicable laws.

I/We undertake not to misuse the name, logo, membership identity or confidential information of the Association.

I/We acknowledge that membership does not guarantee any business, profit, client or commercial benefit.

I/We acknowledge lawful processing of personal data for membership-related purposes in accordance with applicable data protection law and the Association's privacy practices.

I/We agree to pay applicable membership fees and comply with decisions of the competent authority, subject to the Rules, AOA and law.

## Member Acceptance, Declaration & Undertaking

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I/We, the undersigned Applicant/Member, hereby confirm and declare that:

1. I/We have read and understood the Membership Rules and Regulations of Real Estate Professionals Association and agree to abide by the same, as amended from time to time in accordance with the applicable governance documents of the Association.
2. I/We confirm that all information and documents submitted in connection with the membership application are true, complete and accurate to the best of my/our knowledge.
3. I/We undertake to maintain professional integrity, ethical standards and lawful business practices in my/our professional/business activities.
4. I/We shall not misuse the name, logo, membership certificate, membership number or identity of the Association and shall not represent myself/ourselves as an employee, partner, agent or representative of the Association except to the extent expressly authorised.
5. I/We shall maintain confidentiality of non-public information relating to the Association, its Members and its activities.
6. I/We acknowledge that personal data provided to the Association may be processed for lawful membership administration, communication, compliance, events, record keeping and other legitimate purposes in accordance with applicable data protection law and the Association's applicable privacy practices.
7. I/We undertake to promptly inform the Association of any material change in the information or documents submitted by me/us, including changes in address, constitution, GST registration, RERA registration or authorised representative, wherever applicable.
8. I/We agree to pay applicable membership, renewal and other charges prescribed by the Association from time to time.
9. I/We acknowledge that membership does not guarantee any business, clients, income, investment, employment or commercial benefit and does not constitute any partnership, agency, franchise or employment relationship with the Association.
10. I/We understand that violation of the Membership Rules, Code of Conduct or applicable law may result in appropriate disciplinary action, including suspension or termination, subject to applicable procedure and law.
11. I/We confirm that this Declaration and Undertaking is executed voluntarily and shall be read together with the Membership Application Form and Membership Rules and Regulations of the Association.

|                                                                                                                                 |                                           |
|---------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| Name of Member / Entity                                                                                                         | Membership Category                       |
| Membership No. (if allotted)                                                                                                    | Authorised Representative (if applicable) |
| Designation                                                                                                                     | Date                                      |
| Signature of Member / Authorised Representative                                                                                 |                                           |
| Name                                                                                                                            | Place                                     |
| -----                                                                                                                           |                                           |
| FOR ASSOCIATION USE                                                                                                             |                                           |
| Application No.                                                                                                                 | Date of Approval                          |
| Approved By                                                                                                                     | Signature / Authorised Signatory          |
| Association Seal                                                                                                                |                                           |
| <i>Note: In case of an entity-member, this undertaking shall be signed by the duly authorised representative of the entity.</i> |                                           |