

Article I Definitions

1. Board: The Board of Directors of this association.
2. Director: A member of this association's Board of Directors.
3. Member: A member of this association.
4. AA: Appaji & Affiliates.
5. Year: The twelve-month period that begins on 1 April.
6. Administrator: The person who has conceptualized the formation of this association or as may be elected by the Board to be Administrator and the first Administrator being Suneel Kumar Appaji
7. Governing Council: The council that is formed under the bylaws of this association

Article 2 Governing Council & Board

The governing council of this association shall contain the member nominated by each of the member firms and all the individual members. The board shall be formed consisting of 10 members of this association, namely, 10 directors elected in accordance with article 3 of these bylaws, the Officers elected and the Administrator. The total strength of Board can not exceed 16 at any point of time.

Article 3 Election of Directors and Officers

Section 1 – At a regular meeting, one month prior to the meeting for election of directors, the Administrator shall ask for nominations by members of the association for the position of directors. If it is determined to have a nominations committee, such committee shall be appointed as the association may determine. The nominations duly made shall be placed on a ballot in alphabetical order and shall be voted for at the annual meeting. The candidates receiving a majority of the votes shall be declared elected as directors. The officers shall be elected by the directors from among the members including themselves.

Section 2 – The officers and directors, so elected, constitute the board.

Section 3 – A vacancy in the board or any office shall be filled by administrator or by Board as considered appropriate.

Article 4 Duties of Officers

Section 1 – *Chief executive Officer or Managing Partner*: It shall be the duty of the CEO to preside at meetings of the association and the board and to perform other duties as ordinarily pertains to the office of CEO.

Section 2 – *Technical Partner*. It shall be the duty of the Technical partner to provide technical inputs for carrying out of different categories of services / work by members in a qualitative manner. All the working papers of the members, both individual and firms, shall be subject matter of the review of the technical partner and he shall be responsible for the conduct of research & development of knowledge base. .

Section 3 – *Business development Partner*. It shall be the duty of the Business Development Partner to interact with different bodies of public, private & government and create awareness among them about the services of the association.

Section 4 – *Secretary*. It shall be the duty of the secretary to keep membership records; record attendance at meetings; send out notices of association, board and committee meetings; record and preserve the minutes of such meetings; report as required to AA, including the semiannual reports of membership on 1 April and 1 October of each year, and prorated reports on 1 January and 1 July of each active member who has been elected to membership in the association since the start of the April or October semiannual reporting period, report changes in membership; provide the monthly attendance report, which shall be made to the Governing Council within 15 days of the last meeting of the month; collect and remit AA subscriptions; and perform other duties as usually pertain to the office of secretary.

Section 5 – Human Resources Partner. It shall be the duty of the HR partner to assist the association / members in recruitment, allocating human resources for carrying out of the work and shall also act as co-ordination partner.

Section 6 – Administrator. The duties of the administrator shall be to assist the Governing Council, Board and the association in all matters, and all the powers exercisable by each and every director or officer shall also be exercisable by the administrator. In the internal matters of the association, administrator can override the decisions of the governing council and the Board. Whenever, any matter is vetoed by Administrator, the same shall be binding upon all the members/ board/ Governing Council. However, in the normal affairs, administrator shall not exercise the powers but shall act as a mentor to all the offices.

Article 5 Meetings

Section 1 – Annual Meeting. An annual meeting of this association shall be held (on the December month) in each year, at which time the election of officers and directors to serve for the ensuing year shall take place.

Section 2 – The regular meetings of this association shall be held on fourth Saturday of every quarter at 10 A.M at the place as may be notified. Due notice of any changes in or cancellation of the regular meeting shall be given to all members of the association. All members on the day of the regular meeting must be counted as present or absent, and attendance must be evidenced by the member's being present for at least fifty (50) percent of the time devoted to the regular meeting.

Section 3 – One-third of the membership shall constitute a quorum at the annual and regular meetings of this association.

Section 4 – Regular meetings of the board shall be held on fourth Saturday of each month. Special meetings of the board shall be called by the CEO, whenever deemed necessary, or upon the request of two (2) directors, due notice having been given.

Section 5 – 5 directors and 2 officers shall constitute a quorum of the board.

Article 6 Fees and Dues

Section 1 – The admission fee shall be Rs. 5000/- (Rupees five thousands only) for individual members, to be paid before the applicant can qualify as a member and in case of a firm, Rs. 2500/- (Rupees Two Thousand and Five Hundreds Only) per member, with a minimum fee of Rs. 5000/- (Rupees Five Thousands only) from the firm.

Section 2 – The membership dues shall be Rs. 5000/- per annum, payable semiannually on the first day of July and of January.

Section 3 – The association may collect specific charges from each of the members which shall be proposed in writing by the CEO / Secretary / Administrator as appropriate and agreed by the member concern after discussions / negotiations if any.

Article 7 Method of Voting

The business of this association shall be transacted by *viva voce** vote except the election of officers and directors, which shall be by ballot. The board may determine that a specific resolution be considered by ballot rather than by *viva voce* vote.

(Note: Viva voce vote is defined as when association voting is conducted by vocal assent.

Article 8 Leave of Absence

Upon written application to the board, setting forth good and sufficient cause, leave of absence may be granted excusing a member from attending the meetings of the association for a specified length of time.

Article 9 Finances

Section 1 – Prior to the beginning of each fiscal year, the board shall prepare a budget of estimated income and expenditures for the year, which shall stand as the limit of

expenditures for these purposes, unless otherwise ordered by action of the board. The budget shall be broken into two separate parts: one in respect of association operations and one in respect of investments / capital budgeting purposes.

Section 2 – The Administrator / Secretary / CEO shall deposit all association funds in a bank, named by the board.

Section 3 – All bills shall be paid by the Secretary or other authorized officer only when approved by two other officers or directors.

Section 4 – A thorough review of all financial transactions by a qualified firm of Chartered Accountants shall be made once each financial year.

Section 5 – The fiscal year of this association shall be from 1 April to 31 March, and for the collection of members' dues shall be divided into two (2) semiannual periods extending from 1 July to 31 December, and from 1 January to 30 June.

Article 10 Method of Electing Members

Section 1 – The name of a prospective member, proposed by an active member of the association, shall be submitted to the board in writing, through the association secretary. The proposal shall be kept confidential except as otherwise provided in this procedure.

Section 2 – The board shall ensure that the proposal meets all the classification and membership requirements.

Section 3 – The board shall approve or disapprove the proposal within 30 days of its submission, and shall notify the proposer, through the association secretary, of its decision.

Section 4 – If the decision of the board is favorable, the prospective member shall be informed of the purposes of association and of the privileges and responsibilities of membership, following which the prospective member shall be requested to sign the membership proposal form / enter into an agreement with the association and to permit his or her name and proposed classification to be published to the association.

Section 5 – If no written objection to the proposal, stating reasons, is received by the board from any member of the association within seven (7) days following publication of information about the prospective member, that person, upon payment of the admission fee, as prescribed in these bylaws, shall be considered to be elected to membership. If any such objection has been filed with the board, it shall vote on this matter at its next meeting. If approved despite the objection, the proposed member, upon payment of the admission fee, shall be considered to be elected to membership.

Section 6 – Following the election, the CEO shall arrange for the new member's induction, membership card, and new member literature. In addition, the CEO or secretary will report the new member information to ICAI and the CEO will assign a member to assist with the new member's assimilation to the association as well as assign the new member to a association project or function.

Article 11 Resolutions

The association shall not consider any resolution or motion to commit the association on any matter until the board has considered it. Such resolutions or motions, if offered at a association meeting, shall be referred to the board without discussion

Article 12 Order of Business

Meeting called to order.

Introduction of New Members.

Correspondence, announcements and other Information.

Committee reports if any.

Any unfinished business.

Any new business.

Adjournment & Any other matter

Article 13 Duration of Membership

Section 1 *Period.* Membership shall continue during the existence of this association unless terminated as hereinafter provided.

Section 2 *Automatic Termination.*

(a) *Membership Qualifications.* Membership shall automatically terminate when a member no longer meets the membership qualifications. However, in case of a firm that has become member and nominated a partner to this association as representative, may change the nomination in case such partner becomes disqualified to be a member.

(b) *How to Rejoin.* When the membership of a member has been terminated as provided in subsection (a) of this section, such person, provided such person's membership was in good standing at the time of termination, may make new application for membership, under the same or another classification. A second admission fee shall not be required.

Section 3 *Termination for Non-payment of Dues.*

(a) *Process.* Any member failing to pay dues within thirty (30) days after the prescribed time shall be notified in writing by the CEO at the member's last known address. If the dues are not paid on or before ten (10) days of the date of notification, membership may terminate, subject to the discretion of the governing council.

(b) *Reinstatement.* The governing council may reinstate the former member to membership upon the former member's petition and payment of all indebtedness to this association.

Section 4 *Termination for Non-attendance.*

(a) *Attendance Percentages.* A member must

(1) attend or make up at least 50 percent of association regular meetings in each half of the year;

If a member fails to attend as required, the member's membership shall be subject to termination unless the governing council consents to such non-attendance for good cause.

(b) *Consecutive Absences.* Unless otherwise excused by the governing council for good and sufficient reason each member who fails to attend or make up four consecutive regular meetings shall be informed by the governing council that the member's non-attendance may be considered a request to terminate membership in this association. Thereafter, the governing council, by a majority vote, may terminate the member's membership.

Section 5 *Termination Other Causes.*

(a) *Good Cause.* The governing council may terminate the membership of any member who ceases to have the qualifications for membership in this association or for any good cause by a vote of not less than two-thirds of the governing council members, at a meeting called for that purpose.

(b) *Notice.* Prior to taking any action under subsection (a) of this section, the member shall be given at least ten (10) days' written notice of such pending action and an opportunity to submit a written answer to the governing council. The member shall have the right to appear before the governing council to state the member's case. Notice shall be by personal delivery or by registered letter to the member's last known address.

Section 6 *Right to Appeal, Mediate or Arbitrate Termination.*

(a) *Notice.* Within seven (7) days after the date of the governing council's decision to terminate membership, the secretary shall give written notice of the decision to the member. Within fourteen (14) days after the date of the notice, the member may give written notice to the secretary of the intention to appeal to the association, request mediation, or to arbitrate as provided in article 14.

(b) *Date for Hearing of Appeal.* In the event of an appeal, the governing council shall set a date for the hearing of the appeal at a regular association meeting to be held within twenty-one (21) days after receipt of the notice of appeal. At least five (5) days' written notice of the meeting and its special business shall be given to every member. Only members shall be present when the appeal is heard.

(c) *Mediation or Arbitration.* The procedure utilized for mediation or arbitration shall be as provided in article 14.

(d) *Appeal.* If an appeal is taken, the action of the association shall be final and binding on all parties and shall not be subject to arbitration.

(e) *Decision of Arbitrator(s) or Umpire.* If arbitration is requested, the decision reached by the arbitrators or, if they disagree, by the umpire shall be final and binding on all parties and shall not be subject to appeal.

(f) *Unsuccessful Mediation.* If mediation is requested but is unsuccessful, the member may appeal to the association or arbitrate as provided in subsection (a) of this section.

Section 7 *Governing council Action Final.* Governing council action shall be final if no appeal to this association is taken and no arbitration is requested.

Section 8 *Resignation.* The resignation of any member from this association shall be in writing, addressed to the Board. The resignation shall be accepted by the board if the member has no indebtedness to this association.

Section 9 *Forfeiture of Property Interest.* Any person whose association membership has been terminated in any manner shall forfeit all interest in any funds or other property belonging to this association.

Article 14 Arbitration and Mediation

Section 1 *Disputes.* Should any dispute, other than as to a decision of the governing council, arise between any current or former member(s) and this association, any association officer or the governing council, on any account whatsoever which cannot be settled under the procedure already provided for such purpose, the dispute shall, upon a request to the secretary by any of the disputants, either be resolved by mediation or settled by arbitration.

Section 2 *Date for Mediation or Arbitration.* In the event of mediation or arbitration, the governing council shall set a date for the mediation or arbitration, in consultation with disputants, to be held within twenty-one (21) days after receipt of the request for mediation or arbitration.

Section 3 *Mediation.* The procedure for such mediation shall be that recognized by an appropriate authority with national or state jurisdiction or be that recommended by a competent professional body whose recognized expertise covers alternative dispute resolution.

(a) *Mediation Outcomes.* The outcomes or decisions agreed between the parties as a result of mediation shall be recorded and copies held by each party, the mediator(s) and one copy given to the governing council and to be held by the secretary. A summary statement of outcomes acceptable to the parties involved shall be prepared for the information of the association. Either party through the CEO or secretary may call for further mediation if either party has retracted significantly from the mediated position.

(b) *Unsuccessful Mediation.* If mediation is requested but is unsuccessful, any disputant may request arbitration as provided in section 1 of this article.

Section 4 *Arbitration.* In the event of a request for arbitration, each party shall appoint an arbitrator and the arbitrators shall appoint an umpire. Only a member of ICAI may be appointed as umpire or as arbitrator.

Section 5 *Decision of Arbitrators or Umpire.* If arbitration is requested, the decision reached by the arbitrators or, if they disagree, by the umpire shall be final and binding on all parties and shall not be subject to appeal.

Article 15 Amendments

These bylaws may be amended at any regular meeting, a quorum being present, by a two-thirds vote of all members present, provided that notice of such proposed amendment shall have been mailed to each member at least ten (10) days before such meeting. No amendment or addition to these bylaws can be made which is not in harmony with the constitution.

Article 15 Exit from Network

Any member desirous of exiting from the network has to inform in writing to all the members of the Board about his / her / its decision with a notice of 45 days. Thereafter, after the lapse of 45 days, the member automatically ceases to be a member of the network. The notice period can not be reduced or waived by anyone except the administrator. However, all the dues till the date of notice shall be payable by the member.

Article 16 Overriding Powers

Notwithstanding anything contained hereinabove or in the constitution, Administrator shall exercise all the powers of every office, in the interest of the development of association. All the procedures can be varied by the administrator until the membership of the association reaches 150 and a complete Board is constituted and declared as constituted by the administrator under a special resolution of transfer of powers to the concerned. In all those matters which are not specified herein, the administrator can design or cause to design the procedures or formalities and can modify the bylaws and or constitution.