

## **BYE-LAWS**

Framed under article 9 of the Society Registration Act – 35 of 2001 and article 3 (15) of the Memorandum of Association of the Society.

These Bye-Laws have now been reviewed and approved by the Managing Committee on 22 /01/ 2021 and General Body in its meeting held on 28/02/2021.

The Society shall be governed by the Memorandum of Society, its Rules and Regulations and these Bye-Laws.

**If anything in these Bye-Laws is in contravention or in conflict with the Memorandum of Association or Rules and Regulations of the Society the same provision of the Memorandum of Association and Rules and Regulations shall have the supremacy.**

### **ARTICLE I**

#### **1] MEMBERSHIP**

##### **1.1] Type of Membership: Life member**

All applications for admission to the FBS AIOS shall be considered for individual Life Membership only.

**Disclaimer-** In the Bye-laws below, all the FBS AIOS members shall be represented as “he, him or his” without prejudice, considering and representing all genders. Reference to the word MEMBER in the Bye-laws shall be interpreted as an FBS AIOS Member.

##### **1.2] Eligibility:**

On application, only a ratified All India Ophthalmological Society (AIOS) Life member can be considered for membership of the FBS AIOS Society.

The eligible maximum age on application shall be determined and announced by the Managing Committee from time to time.

##### **1.3] Documentation:**

As a Proof of AIOS life membership: (any one of the following self-attested copy)

(a) AIOS Life membership certificate

(b) AIOS Life membership photo identity card

(c) Endorsement of AIOS membership on AIOS letterhead by AIOS office bearer (in original).

#### **1.4] Membership Status:**

All members of FBS AIOS shall be Life members of the society. Based on the status of their membership, they will be categorized as –

- (a) Provisional Member – Applicant’s status before ratification
- (b) Active Member – Members who are not in any arrears and shall enjoy all privileges of the society (Probationary Period will be a period of 1 year post ratification of FBS AIOS membership)
- (c) Suspended Member – Refer Article XV
- (d) Terminated Member - Refer Article XVI
- (e) Deceased Member – FBS AIOS member who has passed away

## **ARTICLE II**

### **ADMISSION FEE**

**2.1]** Every applicant for Membership shall pay an Admission Fee to the Corpus of the Society and this shall be based on his age (in completed years) on the day on which the payment for admission is credited into the account of FBS AIOS. This amount of the admission fee payable by an applicant shall be determined by the General Body on an annual basis, or even biannually, if necessary.

**2.2]** The Managing Committee reserves the right to offer various time bound schemes to promote membership. For these schemes, parameters such as the joining age, corpus donation (such as admission fee and periodic Fraternal Contributions) towards the death or exit of any member(s) may be changed from time to time, as decided and implemented by the Managing Committee.

**2.3]** Such decisions shall be subsequently ratified by the General Body of FBS AIOS, as and when it meets physically or virtually.

**2.4]** In the interest of society, the General Body may also take up any matter related to the above, Suo moto and rule accordingly.

**2.5]** A refund of the amount credited to FBS AIOS account shall be due in the event of rejection or death of an applicant prior to ratification, subject to clause 2.6 of the Bye-laws. However, once a member is ratified, this fee is non-refundable.

**2.6]** In the event that death of the individual occurs in the period before ratification or within the 1st year after the date of ratification, an administrative fee of Rs.1000 or 10% of the admission fee, whichever is greater, shall be deducted from the refundable amount.

### **ARTICLE III**

#### **RATIFICATION OF MEMBERSHIP**

**3.1]** Admission to the life membership of the Society shall be at the discretion of the Executive Committee and their decision shall be final.

**3.2]** If an applicant is refused admission, the reason for this shall be informed to the applicant and the admission fee paid by him will be refunded as outlined in ARTICLE II.

**3.3]** The applicant shall be admitted as a provisionally admitted member, till he fulfils all admission criteria and is subsequently ratified by the Executive Committee of FBS AIOS.

**3.4]** During this probationary period the member shall enjoy Voting rights at the annual general body meetings and his nominees shall be entitled to Accidental Death Benefit only.

**3.5]** The applicant becomes a regular Member of FBS AIOS from the date of ratification of his membership by the Executive Committee, even though he might have received his receipt for payment earlier at the time of his admission as a Provisional Member.

**3.6]** The member should fulfill all the other eligible Criteria for admission in to FBS AIOS as a regular member as advertised and communicated on the current Society Website. Letters of ratification and FBS AIOS Certificates will be issued on ratification by any acceptable means of communication.

### **ARTICLE IV**

#### **4.1] PRIVILEGES OF THE MEMBER**

Every active member of the FBS AIOS shall be entitled to participate in FBS AIOS General body meetings, Cultural/ Educational functions and other lawful gatherings arranged by the Society or decided by the Society from time to time. If an active FBS AIOS member dies all other members contribute via a Corpus Donation also called a Fraternal Contribution (FC). The amount so collected, plus any extra amount as determined by the General Body from time to time, is called the Mortality Benefit (MB), and is paid to the nominee(s) of the deceased with due procedure.

The registered nominee(s) of an active deceased member shall have the privilege to claim the benefit under the scheme, within stipulations and restrictions as in the bye-laws of the FBS AIOS, as applicable to the deceased member.

#### **4.2] DUTIES OF A MEMBER**

It shall be the duty of each and every member to:

**A.** Pay all dues towards FBS AIOS in time, and never to be in arrears

**B.** Regularly & periodically check the Website of the FBS AIOS, and

(i) Check members' own account and ledgers

(ii) Check and update own registered contact details (Email, mobile number, landline number, address etc.) and communicate the changes made to the FBS AIOS secretariat by email or hard copy – so that FBS AIOS communications may reach the member regularly

(iii) Pay all dues, preferably using the Society website portal

(iv) Download personalized FC Demand Notice

(v) Download Payment Receipt

(vi) Check current FC payment chart

(vii) Check for updates and news from FBS AIOS

### **ARTICLE V**

#### **WEBSITE**

5.1] The Society shall construct, update and maintain an official Website, which shall be managed by the Secretary FBS AIOS.

5.2] The FBS AIOS website shall display the above and also display offers and schemes, if any, from time to time.

5.3] Sections of the Website of the FBS AIOS shall be updated as often as required and feasible.

5.4] Protocols for Website change shall be laid down by the EC and orders for the changes shall be documented.

## **ARTICLE VI**

### **MORTALITY BENEFIT**

Mortality Benefit is the monetary benefit paid by the FBS AIOS to the registered nominee(s) of a deceased active FBS AIOS member. This amount is collected from the FBS AIOS members only, and it may be supported by the corpus fund of the society.

**6.1]** The quantum of the Fraternal Contribution and the Mortality Benefit will be determined by the General Body from time to time. The quantum of Mortality Benefit shall be based on mathematical calculations that take in to account

- i) The total active membership of the society along with their demographic distribution
- ii) The immediate past and current Mortality Benefit and Fraternal Contribution paid
- iii) The quantum of Corpus Fund at that time
- iv) The annual expenditure on running the affairs of the society and possible defaults.
- v) Rate of inflation
- vi) Nominal rate of interest

**6.2]** The Mortality Benefit may vary for different members based on their age of joining

**6.3]** The registered nominee(s) of a deceased active member are eligible to apply for Mortality Benefit from FBS AIOS, only if an FBS AIOS member has expired after one year

of ratification. However an applicant prior to ratification by Executive Committee (Provisional Member) is not entitled for Mortality benefit due to any cause of death.

**6.4]** If a natural death has occurred before a period of one year after ratification (Probationary period), no nominee can claim any benefit from FBS AIOS.

**6.5]** However, if a member's death is due to a certified accident, then the nominees shall be eligible to claim the Mortality Benefit cover even during the first year after ratification (Probationary Period) of the deceased member.

**6.6]** All Suspended and Terminated members, and their nominees, are debarred from any benefit from FBS AIOS.

#### **6.7] CLAIM FOR MORTALITY BENEFIT**

**6.7.1]** In the event of death of an active FBS AIOS member, the registered nominee(s) shall apply to the Secretary of FBS AIOS for the benefit, within a period of 6 months or the stipulated period displayed on the website of the Society, whichever is earlier. No claim by the nominees will be entertained beyond the stipulated period. However, the Executive Committee may permit a relaxation under special circumstances.

**6.7.2]** The list of documents related to the claim by the nominees will be displayed on the Society's website. No claim will be entertained without the submission of a complete set of prescribed documents. The nominee(s) can contact the FBS AIOS secretariat for any clarification or assistance regarding the claim.

**6.7.3]** After scrutiny of the submitted documents, it will be the final decision of the Executive Committee to approve the claim. In case the Executive Committee feels that the claim is improper, the Executive Committee shall refer the said claim to the Managing Committee to approve or deny the claim for Mortality Benefit by the nominee(s) of a departed FBS AIOS member.

### **ARTICLE VII**

#### **FRATERNAL CONTRIBUTION (FC)**

**7.1]** The Fraternal Contribution (FC) is a Corpus Donation that existing FBS AIOS members shall pay towards the death or exit of an active FBS AIOS member. A FC DEMAND NOTICE

to this effect shall be communicated to each member by email or any other acceptable, verifiable and documentable means of communication.

**7.2]** Members shall pay the Fraternal Contribution before the due date as prescribed in the FC demand notice.

**7.3]** Failure to pay the entire amount by the due date will attract a late fee which is currently Rs. 100/- (Rupees one hundred only) per month, per FC, till the entire dues are paid, including past dues. However, this late fee amount may be modified by the Managing Committee from time to time.

**7.4]** The Fraternal Contribution for a deceased member's Mortality Benefit shall be calculated as a fixed sum per death from each of the active members of the Society or, as a fixed amount, as decided by the General Body of the Society, from time to time, and shall be payable for all the deaths of active members that occur from 1st of April to 31st March of the previous financial year.

**7.5]** The FC amount for each member, per death or exit, shall be decided by the General Body of the Society based on a calculation that takes in to account the Mortality Benefit payable for the year, inflation adjustment for the year and the total number of active members of different age-groups at the beginning of the year.

**7.6]** The Managing Committee may decide to levy a nominal administrative fee for meeting office expenses, payable with each FC Demand Notice.

**7.7]** Cumulative collection of FCs can be done either once a year or twice, or more, per year, as decided by the Managing Committee of FBS AIOS, from time to time.

**7.8]** A newly joined member is liable to start paying the Fraternal Contributions, only for the FC Demand Notice raised after his ratification, but this cumulative FC demand may include deaths or exits before his joining or ratification.

**7.9] Demand Notice**

- i) FC demand notices shall be raised once a year or as often as required. The FBS AIOS secretariat will send the FC Demand Notice on the registered contact details by email and or the registered phone number (SMS /WhatsApp or any other acceptable, verifiable and documentable means of communication).

ii) For the sake of better communication, from time to time the FBS AIOS Executive Committee may judiciously adopt newer technology to inform members about the FC Demand Notice and other society related information.

iii) **Most importantly, it is a member's duty to check the FBS AIOS website** or interact with the FBS AIOS secretariat regularly and periodically, for information on their dues towards the Society, as well as paying up the same on time.

**7.10.1]** Advance deposits will be accepted from members, and any such payment will be accounted for and displayed in the individual ledger of accounts on the FBS AIOS website.

**7.10.2]** This advance amount will be adjusted and accounted towards future FC and late fee (if any).

**7.10.3]** The Advance Deposit provision is provided only for the convenience of the Members and NO interest shall be payable by the FBS AIOS to the member for such advance payments.

## **ARTICLE VIII**

### **MODE/S OF PAYMENT OF FRATERNAL CONTRIBUTION (FC), LATE FEES, ETC**

**8.1]** The FC contribution by all members should be made within the due date, as mentioned in the FC Demand Notice. Payments can be made by the members in the following manner –

**(1)** Using FBS AIOS Website – Net Banking, Credit Card / Debit Card / UPI etc.

**(2)** Online Bank Transfer – (NEFT, RTGS, and IMPS etc.) – Online transfer to be credited to the FBS AIOS Account details mentioned in the latest or current FC Demand Notice. A member MUST mention their FBS Membership Number in the transaction reference. It is the onus of the member to send the online money transfer receipt / transaction details to the FBS AIOS Secretariat.

**(3)** Demand Drafts and Cheque – must be sent to the address mentioned in the latest FC Demand Notice. A member MUST mention Name, FBS AIOS Membership Number, contact number and address on the back of the DD or Cheque along with the banks' Transaction ID.



It is the onus of the member to send the transaction details to the FBS AIOS Secretariat. In case the member fails to notify the Society office, then such payment may not get credited to the member's individual FBS AIOS account.

**8.2]** If any member fails to make FC or LATE FEE payments, he shall be suspended or terminated as per the Bye-Laws of FBS AIOS. (Also refer **SUSPENSION & TERMINATION OF MEMBERSHIP**)

## **ARTICLE IX**

### **NOMINATION**

**9.1]** The nominee(s) of any member shall be a living person. The nominee(s) may or may not be a legal heir of the deceased member.

**9.2]** A member may nominate not more than three nominees. If there is more than one nominee the Mortality Benefit amount shall be distributed equally amongst the nominees.

**9.3]** The member shall be required to supply the following details of each nominee, viz., Name, Age, Gender, Date of Birth, a recent Passport Size Photograph and Specimen Signatures, Aadhar Card & PAN Card (self-attested copies), Full Address, Telephone No., E-Mail ID and Banking Account Details of **all** the nominee(s) along with the application form for admission submitted at the time of joining the society.

**9.4]** It is the duty of the members to regularly check and update their Nominee details (mobile, landline, email, address, etc.) on the FBS AIOS website, and also inform the FBS AIOS secretariat simultaneously of any change they wish to make.

**9.5]** In case the nominee(s) is(are) a Minor(s) at the time of filing of application, the details (as above), of the Minor nominee(s) and similar details of his/her legal guardian (who has to be someone other than the applying member), shall have to be provided.

**9.6]** Incomplete or inaccurate information in the application may lead to delays of Mortality Benefit to the nominee(s).

**9.7]** It is the duty of the member to intimate the FBS AIOS secretariat in case of death of a nominee/s and change his nomination/s accordingly.

**9.8]** In case of the death of one or more of the nominees, and if not intimated by the member to the FBS AIOS secretariat, then the share of the deceased nominee(s) shall be apportioned to the other surviving nominee(s).

**9.9]** In case of the death of all the nominees, and if not intimated and changed by the member to the FBS AIOS secretariat, then the Mortality Benefit shall be payable to the legal heirs of the deceased FBS AIOS member, on submission of succession certificate from the Court of law by Legal Heirs of deceased member, or as directed by the court of law.

## **ARTICLE X**

### **CHANGE IN NOMINATION**

**10.1]** The Active Member, after ratification, may delete or replace one or all the Nominees, as many times as he desires, subject to the Rules and Byelaws and payment of applicable administrative fees. Each change shall necessitate entirely new set of complete documentation of the added Nominees and shall come into effect from the date of receipt of the request and all documents with the prescribed change fee.

**10.2]** To change nominee(s), a member should submit the following documents to the FBS AIOS secretariat –

**(a)** Application from the member – on a personal letterhead

**(b)** Affidavit on a Non-Judicial Rs.10/- stamp paper or e-stamp paper stating that the member willfully and under no duress wants to change the nominee(s) in the records of FBS AIOS; also mentioning the names of the new nominee(s) along with their signature or left thumb impression. The Affidavit shall also state that the earlier nominees will henceforth have no status to claim any benefit from FBS AIOS (As per format on FBS AIOS Website).

**(c)** Resubmit Nominee details as per **ARTICLE IX** of bye laws.

**(e)** An administrative fee of Rs 1,000/-, per nominee changed / deleted / added, is payable for every Nominee change request. This fee can be modified by the Managing Committee from time to time.

(f) Surrender the Original FBS AIOS Certificate. A new certificate will be issued with the updated nominee(s) details by the FBS AIOS office.

## **ARTICLE XI**

### **ELIGIBILITY FOR CLAIM**

**11.1]** The nominee(s) of a member of the scheme will become eligible to get the Mortality benefit from the Financial Contributions, in case of death of an active member, only after completion of one year from the date of the ratification of the membership (probationary period) and not from the date of provisional admission or date of receipt of payment.

**11.2]** If a member dies of natural causes before completing one year of membership after ratification (probationary period), or due to any cause during the period the member stands suspended or terminated, the nominee(s) will not be entitled to get any Mortality Benefit from FBS AIOS.

**11.3]** However, if a member dies of natural causes before completing one year of membership after ratification (probationary period), only the admission fee shall be payable (without interest) to the nominee(s), after deduction of administrative fee (which shall not exceed 5% of his admission fee).

**11.4]** In case of certified accidental death, nominee(s) shall be eligible to claim Mortality Benefit even if a member dies within the 1st year of admission post ratification (probationary period), provided there has been no default in FC contributions.

**11.5]** Any claim by the nominee(s) for benefits from FBS AIOS will **NOT** be permitted or entertained, in case an active member dies because of Suicide or a Homicide involving any of the nominees directly or indirectly (as determined by a court of law). To ascertain clarity on the cause of death, circumstances and associations, the Executive Committee will rely upon factors like the Police Reports, Judicial Orders or Intervention, Death Certificate, Police First Information Report (FIR) etc. In such cases, till a complete clarity is not achieved by the Executive Committee of FBS AIOS, no benefit will be extended to the nominees. In such cases the Mortality Benefit shall be kept in abeyance till all relevant authorities have ruled on and clarified the issue. In any case, no interest shall be payable on account of any delay whatsoever.

## **ARTICLE XII**

## **PROCEDURE FOR CLAIM**

**12.1]** In the event of death of an active FBS AIOS member, any or all the nominee(s) shall apply to the Secretary of FBS AIOS for the Mortality Benefit. This application shall be in writing, with official Death certificate of the active member, within a period of six months or as per the stipulated period displayed on the website of the Society. No claim by the nominees will be entertained beyond the stipulated period, unless granted by the Executive Committee on the merits of the case.

**12.2]** The list of documents required for the claim by the nominees will be as displayed on the Society's website.

**12.3]** No claim will be entertained without the complete set of prescribed documents.

**12.4]** Application for the Mortality Benefit to the nominee(s) will have to be accompanied with the claim form and specific documents, which are detailed in the Byelaws of the Society. As there may be changes in this protocol from time to time, it is advisable to also check the FBS AIOS website, which is updated on a regular basis.

**12.5]** The FBS AIOS secretariat may ask for additional documents in some cases.

**12.6]** Failure to submit a complete set of documents for Mortality Benefit by the nominee(s), may result in rejecting the nominees' claim for Mortality Benefits.

**12.7]** The Claim Form is available on the website of FBS AIOS, along with the list of documents needed to be sent by the nominee(s) for benefits from the society. The Office of FBS AIOS can be contacted on phone or email for any assistance in this matter.

**12.8]** The Secretary, in consultation with the Executive Committee of FBS AIOS, will process the Documents sent by the nominee(s) and the Chairman shall approve or deny the claim as per the recommendations of the Executive Committee. If the claim is approved, FBS AIOS will disburse the monetary benefits expeditiously to the nominee(s), not later than 4 months of receiving the claim with the complete set of documents.

**12.9]** The State Representative of the FBS AIOS representing the State of residence of the deceased member shall also be informed.

**12.10]** It will be the final decision of the Executive Committee to approve or deny any claim for Mortality Benefit by the nominee(s) of a departed FBS AIOS member.

**12.11]** An aggrieved nominee can approach the Grievance & Ethics Committee, details of which are on the Website of the Society.

**12.12]** Arbitration should be the preferred mode of dispute resolution

**12.13]** Jurisdiction for any dispute relating to FBS AIOS shall be the city of the FBS AIOS Headquarter, which at present is New Delhi.

### **ARTICLE XIII**

#### **DETAILS OF CLAIM FORM AND ATTACHMENTS**

**13.1]** The Claim form, along with other documents has to be submitted within a period of 6 months from the date of death of the active member, to the Secretary, FBS AIOS.

These are as follows:

- (a)** 2 copies of CLAIM FORM to be signed by all the Nominees (The form can be downloaded from Website, or obtained from the FBS AIOS office)
- (b)** 2 copies of Death Certificate (at least one original) - issued by the Municipal Authority, Registrar of Births and Deaths or any other authority nominated by the Government for this purpose
- (c)** Copy of Certificate of cause of death by the attending Registered Medical Practitioner / Medical Establishment along with Death notes of the Doctor(s) who attended on him at the time of death.
- (d)** Photograph(s) of the Nominee(s)
- (e)** Specimen Signatures of the Nominee(s)
- (f)** Original FBS AIOS Certificate
- (g)** AIOS life membership number
- (h)** Cancelled Cheque(s) of Nominee(s) – with bank details, IFS Code and name of nominee(s)

(i) Stamped and signed receipt for the amount payable by FBS AIOS in advance

**13.2]** The claim form and the list of documents may be modified from time to time, as decided by the Executive and Managing Committee of FBS AIOS.

The current and updated Claim form and the list of required documents shall be available on the FBS AIOS website.

## **ARTICLE XIV**

### **EXIT SCHEME**

**14.1]** From time to time the Managing Committee and General Body may formulate exit schemes for active FBS AIOS members. These schemes are meant to aid senior members who may be in dire need of funds and/or are no longer in active practice.

**14.2]** The various criteria for the exit scheme shall be defined by the Managing Committee and General Body and shall be displayed on the website of the society.

## **ARTICLE XV**

### **SUSPENSION OF MEMBERSHIP**

#### **Suspension:**

**15.1]** A Member in any arrear for more than 1 year from date that the first FC that was due and payable by him, shall ***automatically*** be treated as a Suspended Member.

**15.2]** During the suspension period, the member and nominee(s) will not be entitled to receive any financial benefits from the Society.

**15.3]** In the event of death of a member under suspension, the nominee(s) will not be entitled to any benefit from the society, even if the nominee(s) or anyone else pay the pending dues after death of the member (by any form of transaction).

**15.4]** All notices / communications by the office shall be sent by any acceptable, viable and documentable means of communication. *However, a notice of suspension may not necessarily be issued, as it is part of the members' duties to regularly check their individual account on the website or with the FBS AIOS secretariat.*

**15.5]** A Notice of Suspension if issued, shall be done by email / registered post to the registered address and / or SMS sent to the registered mobile number of the member.

**15.6]** Non issuance by the office or non-receipt of such notification by the member/nominees shall by no means imply that the member does not stand suspended.

**15.7]** *There is no routine provision for waiver of late fee for late payment, currently @Rs.100/- per FC, per month of delay. However, in extenuating circumstances, the Executive Committee is empowered to provide relief on late fee as deemed fit.*

**15.8]** The opportunity for revival to an Active status, is only available for a period of 1 year after Suspension is invoked.

**15.9]** Suspension may only be revoked by the Managing Committee when the total dues with up-to-date payments (including late fees) are made by a living member, and credited to the account of FBS AIOS.

**15.10]** A suspended member may also be asked to pay some nonrefundable reactivation fee (currently not exceeding Rs 1000/-). The quantum of reactivation fee may be revised by the Managing Committee.

**15.11]** The member under suspension will not be entitled to contest for FBS AIOS elections or vote or participate in any other routine activity during the period of suspension.

## **ARTICLE XVI**

### **TERMINATION OF MEMBERSHIP**

The Managing Committee of the Society shall have the powers to terminate a member and / or members, from the membership of the above Society on the following grounds:

**16.1]** On Voluntary written resignation by the member from the scheme.

**16.2]** If the member ceases to be a life member of the AIOS for any reason.

**16.3]** Any member working against the Aims and Objectives of the scheme.

**16.3]** If National or State Medical Council removes the member from its Register / list (In such a case, the Termination (Temporary / Permanent) shall be automatic and cannot be revoked by General Body).

**16.4]** If a member is convicted of serious criminal charges by a court of law, causing his expulsion / termination from AIOS or National or State Medical council.

**16.5]** For submission of any false information related to age and health status in the Application Form for joining the FBS AIOS or any major misinformation in subsequent communications with the FBS AIOS office.

**16.6]** On account of non-payment of total pending dues (including late fees) for 2 years from the date of first default, on the recommendation of the Managing Committee. Members in any arrear for more than 2 years shall ***automatically*** be treated as terminated members.

**16.7.1]** Once a member is considered as terminated, the nominee(s) will not be entitled to receive any financial benefit from the society.

**16.7.2]** In the event of death of a Terminated member, the nominee(s) will not be entitled to any benefit from the society, even if the nominee(s) or anyone else pay the pending dues after the death of the member (by any form of transaction).

**16.7.3]** All Termination notices /communications by the office shall be sent by any acceptable and documentable means of communication. *However, a notice of termination may not be necessarily be issued, as it is part of the members' duty to regularly check their individual accounts on the FBS AIOS website or with FBS AIOS Secretariat.*

**16.8]** No refunds shall be made for administrative charges paid for reactivation, change in nominee, etc.

**16.9]** A list of Terminated Members shall be displayed on the Society's website and updated periodically.

**16.10]** The information regarding Terminations will be given to the General body in the subsequent Annual General Body Meeting.



**16.11]** A list of Terminated Members shall be displayed on the Society's website and updated periodically.

## **ARTICLE XVII**

### **RE-ADMISSION TO THE SCHEME:**

**17.1]** The Executive Committee can recommend to the Managing Committee regarding readmission of a terminated member if the member fulfils all the criteria for it. However, the Managing Committee of FBS AIOS is the final authority and holds the right to allow or disallow any terminated member to be reinstated or readmitted as an active member of the FBS AIOS.

**17.2]** A terminated Member may apply for re-admission within a maximum of 1 year of date of termination. Thereafter, the provision for re-admission shall lapse and if the individual desires to join the FBS AIOS, he may apply as a fresh applicant.

**17.3]** Any member whose membership was terminated due to non- payment of dues, can be considered, but not guaranteed, for re-admission as an active member, provided he applies for the same and the payment of all the dues (with late fee) to the Society are paid and credited to the account of FBS AIOS within one year of termination.

**17.4]** Apart from the pending dues and late fee, a minimum Readmission fee of Rs.2,500/- (Rupees two thousand and five hundred only) or a sum as modified / decided by General Body from time to time, will have to be paid by the terminated member, for the Executive Committee to consider his readmission in the scheme of FBS AIOS. In the event that he is not admitted, this Readmission Fee shall be refunded.

**17.5]** The re-admitted Member shall continue to pay all future FCs promptly. Moreover, as is applicable to any newly admitted member, the re-admitted member shall not be eligible for Mortality Benefit in the 1<sup>st</sup> year after re-admission, except for accidental death.

**17.6]** If re-admission into the scheme within 1 year after termination has been considered by the Executive Committee of FBS AIOS and DENIED, (even though payment of all dues and late fee is received), the individual may re-apply as a fresh new Applicant if he fulfills all the qualifications for membership, including age limit, applicable and laid

down at that point of time, and all rules and regulation in the Constitution and Byelaws will apply, as applicable on that given day.

**17.7]** In such a case, the individual in consideration for readmission may be accepted as a new member. However, the contributions related to his previous membership shall stand nullified, including his seniority and right to contest elections. On readmission, any benefit from the Society which is linked to his membership, will be considered from the date of fresh admission.

**17.8]** All of the previous payments done by him will be considered as forfeited to the Society. If the same member gives cause for a second termination then that member shall not be admitted to the scheme at any future date.

**17.9]** In case of Termination of any member for any reason whatsoever, no money will be refunded or returned to the member / nominee(s), be it the joining admission fee, fraternal contribution, except any advance payment made to FBS AIOS as shown in the ledger.

## **ARTICLE XVIII**

### **GRIEVANCE AND ETHICS COMMITTEE**

**18.1]** The Chairman FBS AIOS shall appoint a group of three senior active members to form the Grievance & Ethics Committee and shall designate one of them as the Chairman of this Committee.

**18.2]** The tenure of the Committee shall be 3 years or till a new Committee is appointed. The Grievance & Ethics Committee shall stand automatically dissolved once a new Chairman FBS AIOS takes over and constitutes a new Grievance & Ethics Committee. All matters under consideration by the outgoing Grievance & Ethics Committee shall be handed over to the new Grievance & Ethics Committee. Once constituted, the Grievance & Ethics Committee may not be changed for the period of its term, unless there is a voluntary resignation / death of one or all of its members. If any member of the Grievance & Ethics Committee is found to have conflict of interest for any particular issue, he cannot participate in discussion of that matter and the Chairman of FBS AIOS shall appoint another person in his place for that issue.

**18.3]** The Grievance & Ethics Committee is not competent to receive and consider any complaints against Non-Members, except against applicants pending for membership. Complaints to the Grievance & Ethics Committee shall be in sealed cover or confidential email, and sent directly to the Chairman / Member of the Grievance & Ethics Committee. The postal addresses and email IDs of the Committee members shall be displayed on the FBS AIOS Website and updated as and when required.

**18.4]** The procedure laid down in case of a grievance or complaint against FBS AIOS Member / Staff / Office Bearers is as below:

Upon receiving a complaint, the Chairman- Grievance and Ethics Committee will invite comments of the defendant giving him three weeks' notice to reply.

In case no response is received within 3 weeks, he will be sent a reminder by courier / registered post / email with another 3 weeks' time for a reply. If still there is no response, an Ex-parte action will be recommended against the defendant.

On the comments received from the defendant, the complainant should be given an opportunity for further explanation before further decision is considered.

If the explanation from the defendant is found satisfactory, the case will be closed and a report shall be submitted within 2 weeks to the Chairman FBS AIOS and the FBS AIOS Secretariat for information of the Managing Committee of FBS AIOS subsequently.

In case the explanation is found to be unsatisfactory, comments and recommendations of the Grievance & Ethics Committee shall be sent within two weeks to the Chairman FBS AIOS and FBS AIOS Secretariat, which shall further be discussed in the Managing Committee of FBS AIOS.

The Members of the Grievance & Ethics Committee will suggest the action to be taken against the defendant under one of the following heads:

- i. No action is called for.
- ii. Written warning to be issued
- iii. In addition to (ii), the name to be circulated in newsletter with the nature of the offence committed

iv. In addition to (iii), **deactivation\*** of Membership for 1 to 3 years along with the warning.

**\*Deactivation** implies that the member shall not be permitted to participate in all routine activities including elections and General Body meetings of the Society. ***However, he shall have to continue to make his FC payments on time and the Mortality Benefit shall not be affected and remain active.***

v. In addition to (iv), deactivation of Membership for 4 to 10 years along with the warning.

vi. Termination of Membership and membership benefits.

vii. Any other actions as may be deemed fit by the Grievance and Ethics Committee

The recommendations of the Grievance & Ethics Committee will be considered by the Managing Committee, and final decision on further action will be at the discretion of the Managing Committee of FBS AIOS.

If the complaint is found to be frivolous, and/ or biased by the Grievance and Ethics Committee, a strong warning shall be given to the complainant as deemed fit by the Managing Committee.

**18.5]** Anonymous complaints should normally not be considered. However, if there is a complaint where the complainant declares his identity but requests that his name may not be disclosed, such a complaint will be entertained without disclosing the identity of the complainant.

**18.6]** No matter can be taken up Suo moto by the Grievance & Ethics Committee.

## **ARTICLE XIX**

### **CHAIRMAN: DUTIES, POWERS AND FUNCTIONS**

**19.1]** The Chairman shall uphold and enforce the Rules and Regulations and the Bye-Laws framed under the Constitution of the Society.

**19.2]** He shall regulate the functioning of the Society as its Executive Head. He shall preside over all the meetings of the Executive, Managing Committee and General Body.

**19.3]** The Chairman will have a casting vote in addition to his regular vote, in the event of a tie during voting in any Committee meeting or General Body meeting or elections. The Chairman will have no right of a casting vote, in addition to the regular vote, for his own election.

**19.4]** On taking over charge, the Chairman shall constitute the Grievance and Ethics Committee. Previously constituted Committees shall stand dissolved automatically.

## **ARTICLE XX**

### **VICE CHAIRMAN: DUTIES, POWERS AND FUNCTIONS**

**20.1]** In the absence or death of the Chairman, the Vice Chairman will discharge the duties of the Chairman.

**20.2]** In the absence of both the Chairman and Vice Chairman, OR DESIGNATED CHAIRMAN FOR THAT MEETING, the members present will elect a Chairman for that meeting and he will enjoy the powers of Chairman for that Meeting, be it any Committee meeting, Executive Committee, Managing Committee, General Body.

## **ARTICLE XXI**

### **SECRETARY: DUTIES, POWERS AND FUNCTIONS**

**21.1]** The Secretary shall be responsible to the Society for carrying out all the affairs of the Society.

**21.2]** He shall be responsible for the implementation of the Family Benefit Scheme.

**21.3]** He will be responsible for the proper maintenance of the records of the Society.

**21.4]** He will be responsible for the proper security and custody of the filled applications and related documents.

**21.5]** He will be responsible to ensure prompt settlement of the claim of the nominees.

**21.6]** All documents, covenants, contracts shall be made jointly by the Chairman, the Secretary and the Treasurer.

**21.7]** All properties and documents of the FBS AIOS scheme shall be under the custody of the Secretary.

**21.8]** The Secretary will also have

- i) To take charge of and ensure proper functioning of the office.
- ii) To attend to all the business and responsibilities entrusted to him by the Chairman / Executive Committee / Managing Committee from time to time.
- iii) To co-ordinate working of the concerned officials and office bearers and zonal representatives.
- iv) To ensure timely attention to all queries and manage all correspondence on behalf of the Society.
- v) To attend to the grievances and ensure proper action for quick redressal.
- vi) To plan and promote programs like admission drives.
- vii) To co-ordinate with the National Organizations for promoting membership drives.
- viii) Secretary will be ex-officio member of all the Sub-Committees.
- ix) To maintain and update the Website on a regular basis and get the same ratified by the Chairman and Executive Committee promptly.
- x) To call meeting of the Executive Committee, Managing Committee or of the General Body whenever necessary.
- xi) To attend to all Legal aspects relating to the Society's functioning.
- xi) To issue letters of ratification and FBS AIOS Certificates to admitted members.
- xii) To issue letters of dues payable by members and coordinate with the treasurer regarding their receipts.
- xiii) To renew the registration of society regularly as required by law.
- xiv) To construct and circulate the Agenda, and give Notices in a timely fashion, for all Executive Committee, Managing Committee or of the General Body Meetings in consultation with the Office Bearers of the Society and to record and archive the Minutes of the Meetings and periodically publish the same electronically.

xv) To take charge of the Society's functioning immediately following his election at the General Body.

## **ARTICLE XXII**

### **JOINT SECRETARY: DUTIES, POWERS AND FUNCTIONS**

**22.1]** The Joint Secretary will assist the Secretary and, in the absence or death of the Secretary, will discharge all his functions.

## **ARTICLE XXIII**

### **TREASURER: DUTIES, POWERS AND FUNCTIONS**

**23.1]** He shall arrange to prepare and maintain proper books of accounts and registers and records and keep them up to date.

**23.2]** He shall be in charge of all the Finances / Bank Accounts / Investments of the Society and arrange for payment after due scrutiny of all the Bills, as per procedure laid down under the heading of GOOD Governance & ACCOUNTING PRACTICES.

**23.3]** He shall be responsible and in charge of reporting of the financial status of the FB Scheme on a monthly basis to the Executive Committee, on a 6-monthly basis to the MC or as and when required, and annually to the general Body.

**23.4]** To make the Annual Budget in consultation with the Chairman, Secretary and Financial Experts as required, or brought in by the EC/MC/GB from time to time.

**23.5]** To suggest ways and means to curtail unnecessary expenditure and suggest ways to augment the income.

**23.6]** To assess and implement the Auditor's Report.

**23.7]** To co-ordinate on various issues related to accounting, Income Tax and all other regulatory matters with respective Financial Regulatory Authorities.

**23.8]** To prepare Income & Expenditure and Balance Sheet and get them audited by the Society's Chartered Accountant.

**23.9]** To take charge of the Society's accounts and finances from the 1<sup>st</sup> of April following his election at the General Body.

## **ARTICLE XXIV**

### **JOINT TREASURER: DUTIES, POWERS AND FUNCTIONS**

**24.1]** The Joint Treasurer will assist the Treasurer and, in his absence / death, will look after the entire work of the Treasurer. This may, but only with written approval of the Managing Committee, include the power to sign financial documents and cheques in the prolonged absence of the Treasurer.

## **ARTICLE XXV**

### **Forum and Representatives**

#### **25.1] PAST CHAIRMAN FORUM:**

All Past Chairmen of the FBS AIOS shall be part of this forum which will be advisory in nature and be chaired by one of them by consensus. They will meet as often as necessary, without a requisite quorum and render their guidance to the Office Bearers via the Immediate Past Chairman.

Only the immediate past chairman shall serve on the EC and on the MC for the first year after a new chairman takes office.

#### **25.2] THE STATE, WOMEN AND YOUTH REPRESENTATIVES**

State , women and youth Representatives will be appointed by the Executive Committee, with subsequent ratification by the MC. State, Women and youth Representatives shall not be Members of the Managing Committee but may be invited to attend the MC Meetings as Special Invitees with no voting rights.

Though initially appointed for 3 years, the Executive Committee may remove/change the State, women and youth representatives at any time during their tenure, with subsequent ratification by the Managing Committee.

## **ARTICLE XXVI**



## **GOOD GOVERNANCE AND GOOD ACCOUNTING PRACTICES**

**26.1]** Budgetary approval for the entire year's estimated routine and general expenses shall be obtained from the General Body annually. These expenses can then be incurred by prior monthly approval from the Executive Committee (for Chairman's Expenses), from the Chairman (for Treasurer's expenses) and from the Treasurer (for Secretarial and other routine expenses).

**26.2]** No payment over Rs 20,000/- can be made without Chairman / Executive Committee's approval.

**26.3]** All transparent, recordable and reproducible modes of electronic communication are valid for the above.

**26.4]** Since the income of the society is limited by the interest earned from its Corpus Funds, there must be a cap on the amount that can be spent on the running of the Society. Preferably not more than 30% (can increase to 50%) of the interest income can be spent on the expenses of the Society, excluding Mortality Benefit and the Exit Benefit and Depreciation, in any single year. The remainder must be carried forward as Corpus.

**26.5]** The Society shall deduct taxes and other statutory deductions from the salary payable to its staff and remit the same to the Government authorities.

**26.6]** All accounting data on Tally and/or other software should be password protected to prevent misuse of the same.

**26.7]** All payments to the Society are to be made by Demand Draft/ Bankers Cheque/ E Banking / or any other legal banking route which may be introduced in future, to the Treasurer, from any bank, and be drawn in favor of FBS AIOS account, or as informed by the EC from time to time. The information regarding any payment made by any member should be provided to the Secretariat/ Treasurer.

**26.8]** The Aadhar Card/ Indian Passport will be a valid proof of Identity and Address. Address proof should be verified before making any change of address in the Society's records.