

Membership Application

Application No.: _____

Date: _____

Organisation Information

Company Name: _____

[] Proprietorship [] Partnership [] Private Ltd. [] H.U.F

Incorporation Date: _____

PAN No.: _____ Service Tax No.: _____

Email (1) _____ (2) _____ URL: _____

Business Specialization: _____

Phones: (1) _____ (2) _____ (3) _____ Fax _____

Office Address: _____

Affix
IDENTITY CARD
Size
PHOTO
here
Principal Applicant

Affix
IDENTITY CARD
Size
PHOTO
here
Second Applicant

Member's Details

Name (Principal Applicant): _____ Male [] Female [] Date of Birth: _____

Blood Group _____ Qualifications _____

Mobile: (1) _____ (2) _____ Residence No.: _____ BB PIN: _____

Name (Second Applicant): _____ Male [] Female [] Date of Birth: _____

Blood Group _____ Qualifications _____

Mobile: (1) _____ (2) _____ Residence No.: _____ BB PIN: _____

Proposed By

Name: _____ Sign _____

Seconded By

Name: _____ Sign _____

I/We solemnly declare that (A) All the above-mentioned information is true to the best of my / our knowledge and nothing relevant has been concealed or suppressed. (B) I / We undertake to inform the association in future about the changes that may occur in the information and particulars furnished in the membership application form. (C) I / We hereby apply to become a member of SMART, Mumbai. (D) I / We have read the terms and conditions of the membership and I / We agree to abide by the rules and regulations, code of ethics, terms and conditions of SMART which may be in force and applicable from time to time.

Principal Applicant's Signature _____ Company Seal _____

Membership Approved By

Name: _____ Sign _____

All the cheques shall be drawn on "South MetroCity Association of Realtors"

Code of Ethics and Standards of Practice
followed by South Metrocity Association of Realtors (SMART) Members

SMART members shall continuously strive to become and remain informed on issues affecting real estate and, as knowledgeable professionals, they shall willingly share the fruits of their experience and study with others. They identify and take steps, through the enforcement of this Code of Ethics to eliminate practices which may damage the public or which might discredit or bring dishonor to the real estate profession.

1. When representing a buyer, seller, landlord, tenant, or any other client as an agent, SMART members pledge to protect and promote the interests of their client. This obligation to the client is primary, but it does not relieve SMART members of their obligation to treat all parties honestly.
2. The obligation of SMART members to preserve confidential information provided by their clients in the course of any agency relationship continues even after termination of the agency relationships.
3. SMART members shall avoid exaggeration, misrepresentation, or concealment of pertinent facts relating to the property or the transaction.
4. SMART members may represent the seller / landlord and buyer / tenant in the same transaction only after full disclosure to and with informed consent of both parties.
5. SMART members shall not undertake to provide specialized professional services concerning a type of property or service that is outside their field of competence unless they engage the assistance of one who is competent on such types of property or service, or unless the facts are fully disclosed to the client. Any persons engaged to provide such assistance shall be so identified to the client and their contribution to the assignment should be set forth.
6. SMART members shall not deny equal professional services to any person for reasons of race, color, religion, sex, handicap, familial status, or national origin. SMART members shall not be party to any plan or agreement to discriminate against a person or persons on the basis of race, color, religion, sex, handicap, familial status or national origin
7. SMART members shall be honest and truthful in their real estate communications and shall present a true picture in their advertising, marketing, and other representations.
8. SMART members, in attempting to secure a listing, shall not deliberately mislead the owner of its market value.
9. SMART members, when seeking to become a buyer / tenant representative, shall not mislead buyers or tenants as to the savings or other benefits that might be realized through use of the SMART member's services.
10. SMART members shall not undertake to provide professional services concerning a property or its value where they have a present or contemplated interest unless such interest is specifically disclosed to all affected parties.
11. SMART members shall not accept any commission, rebate, or profit on expenditures made for their client, without the client's knowledge and consent.
12. SMART members, in their real estate employment practices, shall not discriminate against any person or persons on the basis of race, color, religion, sex, handicap, familial status or national origin.
13. SMART members shall not engage in activities that constitute the unauthorized practice of law and shall recommend that legal counsel be obtained when the interest of any party to the transaction requires it.
14. SMART members shall not knowingly or recklessly make false or misleading statements about competitors, their businesses, or their business practices.

Terms and Conditions of Membership and Association Rules

1. Payments

Members are required to make the following payments:

- a. One-time entrance fee – as per Schedule below
- b. Annual subscription – as per Schedule below
- c. Annual dinner contribution – additional charges, as and when due
- d. All payments shall be made by account payee cheque / pay order / demand draft in favour of "South MetroCity Association of Realtors" payable 'at par' at Mumbai.

2. Application Process

- a. Person/s wishing to acquire membership must complete the prescribed Application Form and submit it along with the relevant payments and copies of documents, as specified
- b. The application must be proposed & seconded by a current member of SMART
- c. The application shall be placed before the Managing Committee which will evaluate them and shortlist the applicants. After giving adequate notice, the short-listed applicants will be invited for a personal interview, accompanied by the proposer or seconder
- d. The Managing Committee reserves the right to reject an application for membership at any stage without assigning any reason whatsoever. In such cases, the entrance fees, subscription, dinner contribution will be refunded
- e. The entrance fees, annual subscription, dinner contribution, etc. shall be fixed by the managing committee & may be amended at any time by the managing committee

3. Membership Certification

- a. On acceptance of the application by the managing committee, the new member/s will be provided with a membership card (for the principal applicant and one of the person from the applicant's company) and membership certificate in the firm's name which shall remain the property of the SMART
- b. Members must present their membership card at each meeting of SMART
- c. Loss/damage of the card must be immediately reported to SMART office in writing
- d. Membership shall not be transferable, in any manner whatsoever

4. Attendance of Association Meetings / Programs

- a. The members have to compulsorily attend the meetings and gatherings organized by SMART. In case a member does not complete at least 75% of his/her attendance in a year their membership can be terminated on the grounds of absenteeism. A member having genuine reasons can be exempted provided a written application is submitted to the managing committee (subject to not more than 3 times in a year)
- b. Only the persons registered with SMART as principal applicant and second applicant can attend meetings. Only 2 registered persons shall be permitted to attend. Any other person accompanied by the members shall pay Guest charges at prevailing rates

5. General Rules of Conduct

- a. Members shall not misuse the name, logo or any other aspect of SMART, NAR-India, World Properties or ICREA in any manner whatsoever
- b. Disorderly, rude or offensive behaviour may result in termination of membership. The managing committee, whose decision shall be final, will determine the interpretation of rules in such cases
- c. Members are liable to pay their dues (annual subscription, dinner contribution, etc.) by the specified due date every year

Signature of the Principal Applicant

6. Termination / Cancellation of Membership

- a. The managing committee reserves the rights to terminate the membership of any member without prior notice in the event of any breach of Association rules
- b. On the termination of membership, SMART shall make no refund to the members
- c. Members who wish to cancel their membership must do so in writing giving notice of 30 days before the first day of the financial year for which SMART subscription, dinner contribution, etc are due. On such cancellation, SMART shall not be liable to make any refunds, whatsoever. Members failing to give such notice of cancellation of membership will be liable to pay the subscription, dinner contribution for the entire year
- d. As per clause 4(a) above (for attendance), attendance shall be strictly adhered to by members, failing which the managing committee may terminate the membership without refund of any fees for the entire year

7. General Rules

- a. The Managing Committee reserves the absolute and complete right to modify, revoke, add or delete to these Conditions & Rules at any time without prior notice
- b. The rules stated above are only the principal conditions of membership & the Association
- c. The Managing Committee shall be at liberty to frame separate sub rules of the Association
- d. The Bye-Laws & Memorandum of Association shall be binding on all members

8. Any suggestions / grievances, if any, should be given in writing to the Association of ce

SCHEDULE OF MEMBERSHIP FEES FOR THE YEAR 2023-24

| | |
|---|---------------------|
| 1. One time non - refundable Admission Fees | Rs. 30,000/- |
| 2. Annual Subscription | Rs. 10,000/- |
| 3. NAR India Fees | Rs. 1,500/- |
| 4. GST @ 18% on items 2 & 3 above | Rs. 2,070/- |
| TOTAL | Rs. 43,570/- |

Signature of the Principal Applicant