
Bye-laws

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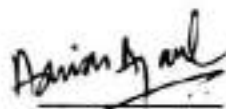
NIRVANA RESIDENTS' WELFARE ASSOCIATION ("NRWA")


NIRVANA COUNTRY, SOUTH CITY II, PHASE II, SECTOR-50
Gurugram - 122018, HARYANA

ASSOCIATION PRESENTLY REGISTERED AS "NIRVANA RESIDENTS WELFARE ASSOCIATION
(NRWA)" UNDER THE ACT vide Registration No. HR/018/2013/00926

'Approved through a Special Resolution by 3/5th of the quorum of members entitled to vote and present at the adjourned General Body Meeting of the Nirvana Residents Welfare Association (NRWA) held on 21st February 2021 between 10.30am and 12.30pm at the Nirvana Community Grounds '


President
NRWA


Vice President
NRWA


Secretary
NRWA


Joint Secretary
NRWA

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CHAPTER 1 - PRELIMINARY

1.1 Name of the Association

NIRVANA RESIDENTS' WELFARE ASSOCIATION (NRWA)

1.2 Registered Office Address

N.R.W.A. OFFICE, NIRVANA COMMUNITY CENTRE, GROUND, DPP, NIRVANA COURTYARD,
NIRVANA COUNTRY, SOUTH CITY II, PHASE II, SECTOR-50, Gurugram-122018. Haryana.
INDIA.

1.3 Jurisdiction

Defined geographical area of plotted development in respect of the residential colony in South City II, Phase II, generally referred to as "Nirvana Country" (as approved and illustrated vide Drawing No. DTCP - 2059 dated 30.03.2010 — drawing attached), comprising Blocks - J, K, L, S and R & T, which are popularly known as Cedar Crest, Aspen Green, Birch Court, Deerwood Chase and Espace, respectively and including all plots, residences, villas, built-up floors, other buildings, public areas, parks, roads, utility services, club, community centre, religious areas, and all other moveable and immovable assets therein (hereinafter called "Nirvana Country"). The NRWA shall have the right to include within its jurisdiction any other area and/or asset that may, in future, come to form part of Nirvana Country as geographically delineated, as well as any asset that it may acquire elsewhere, respectively.

1.4 Display of Information in the NRWA office

1.4.1 The following information shall, at all times, be prominently displayed in the NRWA office and on the homepage of the NRWA website:

- Name and tenure of past Office bearers (President, Secretary, Treasurer)
- Name and contact details of current office bearers
- Name and contact details of the PIO
- Name and contact details of the members of the Ethics Committee
- Telephone Numbers & Email addresses of Estate Manager, Facility Manager, NRWA Office, Security Officer, Entry Gates and 24 x 7 Helpline



1.4.2 The information shall be updated by the Estate Manager as and when there is a change in the names/contact details of the incumbents.

1.5 Rules of Interpretation

1.5.1 In these Bye-laws, unless the context otherwise implies, words and phrases shall have the meaning as defined in Clause 1.6.

1.5.2 Other capitalized terms defined elsewhere in the Bye-laws shall have the meanings ascribed therein.

1.5.3 All terms not defined in the Bye-laws shall have the meaning ascribed to them under the Act and the Memorandum of the Association.

1.5.4 All references to statutory provisions shall be construed as references to the statutory provisions as respectively amended, superseded or re-enacted or as their application is modified by any other provisions from time to time.

1.5.5 The terms "include" and "including" shall mean, "include without limitation".

1.5.6 The headings, sub-headings, titles, sub-titles to clauses, sub-clauses and paragraphs are for information only, shall not form part of the operative provisions of these Bye-laws, and shall be ignored in construing the same.

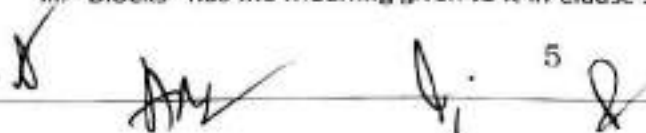
1.5.7 All references to clauses, sub-clauses and paragraphs are to the clauses, sub-clauses and paragraphs of these Bye-laws.

1.5.8 The singular includes the plural and vice-versa.

1.5.9 The words importing a gender include every gender, and references to any person(s).

1.6 Definitions

- i. "ACT" means The Haryana Registration & Regulation of Societies Act, 2012, as amended.
- ii. "Block Committee" has the meaning given to it in Clause 5.5.
- iii. "Blocks" has the meaning given to it in Clause 5.1.

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- iv. "Document" means and includes register of members, books of accounts, returns, annual returns, other statutory registers, summons, notice, requisition, order, other legal processes, whether issued or kept in pursuance of the Act or otherwise.
- v. "Due Date" means and refers to the date on which the term of the Executive Committee expires and by which the elections of the successor body should be completed.
- vi. "Executive Committee" means the governing body elected by the General Body in accordance with these Bye-laws and in compliance with the Haryana Registration & Regulation of Societies Act, 2012 for managing the day to day affairs of the Association.
- vii. "General Body" means the body of all Permanent Members of NRWA.
- viii. "Member" means a person who fulfills the eligibility criteria for becoming a member of the Association, and has been admitted as a member in accordance with these Bye-laws.
- ix. "Member Entitled to vote" means a member who, on the date of notification of elections to the Executive Committee, or the date of notification of a meeting of the General Body, is not in arrears of payment of maintenance charges for more than one calendar quarter.
- x. "Memorandum" means Memorandum of Association of the NRWA.
- xi. "Nirvana Country" has the meaning given to it in Clause 3.
- xii. "NRWA" means the Nirvana Residents' Welfare Association.
- xiii. "Office Bearers" has the meaning given to it in Clause 4.3.
- xiv. "Permanent Member" has the meaning given to it in Clause 2.4.1.
- xv. "Premises" means a residential unit (villa/house/floor) or any other building or any plot of land in Nirvana Country.

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- xvi. "Proof of Ownership" implies that the following documents shall serve as proof of ownership of Premises within Nirvana Country --- Conveyance/Sale Deed duly registered with the Registrar, accompanied by the latest Property Tax challan issued by the Municipal Corporation of Gurugram or any other body designated to collect property tax within the municipal limits or accompanied by the current DHBVN bill for the address with the name of the owner of the property
- xvii. "Public Areas" means any/all area(s) in Nirvana Country generally meant for use by all residents (being areas other than those meant to be used for residential purposes), such as, (1) roads, paths, pedestrian walkways, (2) gardens/parks, green belts and trees & bushes therein, (3) communication/cable/OFC trenches, street lights, electric distribution panels, electrical transformers, DG sets and their area, (4) gas pipeline & STPs (as & when laid), (5) gates, border fencing/boundary wall, and (6) empty plots other than those registered with owners.
- xviii. "Registered Owner" means an owner of a Premises in Nirvana Country in respect of which Premises the Conveyance Deed has been duly registered with the Registrar.
- xix. "Returning Officer" means the official appointed by the District Registrar to conduct elections to the Executive Committee and the resident/external person appointed by the Executive committee to conduct elections to the Block Committees and to fill casual vacancies in the Executive Committee, as the case may be.
- xx. "Rules" means The Haryana Registration and Regulation of Societies Rules 2012
- xxi. "Special Resolution" means a resolution passed in a General Body Meeting in which at least forty per cent (at least twenty five percent in case the meeting is convened after being adjourned due to lack of quorum) of the Members entitled to vote are present and the resolution is approved by three-fifths of the Members so present and voting
- xxii. "Temporary Member" has the meaning given to it in Clause 2.4.2.

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1.7 Aims and Objects of the Association

1.7.1 The Aims and Objects of the Association are:

1. To be and to act as, the representative Association of the residents of Nirvana Country
2. To regulate, facilitate, maintain, provide, organize, supervise, control and manage essential services for the residents of Nirvana Country, such as power (including power back up), water supply, security, horticulture, community and common areas, including roads, parks, street lighting, sewers, water tanks, water recycling plants and water harvesting pits and all other civic facilities, amenities and services, whether through third party providers or in coordination with MCG or any other governmental authority.
3. To frame and enforce guidelines for third party service providers
4. To fix and collect subscriptions or charges for services provided to its members, receive donations and grants, including from governmental and regulatory authorities, invest and deposit monies, borrow and raise funds in any manner as it may deem fit and to repay the same from its funds.
5. To promote social welfare, brotherhood and cooperation and cater to the common interests and ends of the residents.
6. To organize social and cultural events from time to time.
7. To take all necessary steps for the safety, security and welfare of all residents in coordination and liaison with governmental authorities, as necessary.
8. To acquire and hold assets, rights and privileges within its jurisdiction/area and raise/utilize income/inflow therefrom for common benefit of the Association and its members.
9. To utilize and apply the income, earnings and movable and immovable properties of the Association for attainment of its aims and objectives
10. To appoint, fix the terms and conditions of employment, pay remuneration, regulate, terminate, discharge or dismiss any employee, according to the needs of the Association
11. To commence, institute or defend all legal actions as may be deemed necessary in the in interests of the Association

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12. To represent the collective interests of the residents in all proceedings in a court of law and in administrative proceedings before and/or dealings with governmental authorities, including HSVP, DHBVN, DTCP/STP, MCG, GMDA, fire department, police, DC Gurugram etc.
13. To cooperate and associate with any other associations/societies having similar aims and objectives, including, by way of joining any federation of such associations as formed for the welfare of residents in the city of Gurugram
14. To conduct or organize educational, physical, social/recreational activities, organize health-care camps for the benefit of residents, on its own account or jointly with individuals or Associations
15. To frame and amend, in accordance with the rules framed under the Act, Bye-laws as required to manage the affairs of the Association
16. To enter into any arrangement or agreement with persons or companies or statutory bodies or developers or any other authority/local/government body that is conducive to the stated objectives of the Association, or any of them, and to obtain from any such entity all such other authority, rights, privileges, and concessions which the Association considers desirable
17. To frame rules and regulations for residents in furtherance of any or all of the above as are consistent with applicable laws, rules and regulations
18. To undertake all such other lawful acts, deeds, matters, or things which are considered to be incidental or conducive to the attainment of any or all of the above objectives

1.7.2 In furtherance of the above aims and objects, the Association is fully empowered to take over all or part of any service being provided by any third party at any relevant time as it may, in its sole discretion, deem necessary for the general welfare of the residents of Nirvana Country. Any such action may be taken by the Executive Committee (as defined in the Bye-laws) if so authorized by an appropriate resolution of Members duly passed at a meeting of the General Body.

 
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CHAPTER 2 - Membership

2.1 DEFINITION

"Member" means a person who fulfills the eligibility criteria for becoming a member of the Association, and has been admitted as a member in accordance with these Bye-laws.

2.2 ELIGIBILITY

2.2.1 A person shall be eligible to become a Member of the Association if s/he

- Is 21 years of age on the date of admission;
- Subscribes to the aims and objects of the Association;
- Has deposited the membership fees as prescribed in the Bye-laws;
- Is not insolvent or of unsound mind; and
- Has not been convicted of an offence involving moral turpitude, punishable with imprisonment of one year or more.

2.3 Membership of non-natural persons

2.3.1 A partnership firm (whether registered or not) or a body corporate of whatever description shall not be eligible to be a Member, provided that there shall not be any bar for a partner or a member or shareholder of a body corporate to become a member in his individual capacity.

2.3.2 Where the registered owner of a Premises is a partnership firm or body corporate, it shall be entitled to nominate a partner or member or shareholder to be a Member of NRWA. If nominated, such nominee, if (s)/he fulfills the eligibility criteria, shall be admitted to membership upon the prescribed procedure being followed. The nomination of partner or member or shareholder shall be made through a resolution of the Board of Directors or any other process prescribed in the constitutive document of the partnership or body corporate.

2.4 TYPES

There shall be two types of Members, namely, Permanent Members and Temporary Members.

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2.4.1 Permanent Member

In addition to the conditions set out in Clause 2.2, a person in order to be eligible to become a Permanent Member must hold a title/conveyance deed for a Premises (residential unit such as villa/floor/house, or any other building, or plot of land) within Nirvana Country.

2.4.1.1 If a Premise has only one registered owner then such owner, and if a Premise has more than one registered owner, then the owner whose name appears first in the title/conveyance deed, shall be eligible to become Permanent Member; provided however that as and when any of the owners (irrespective of the place in which his name appears in the deed) is, as per applicable law (either through a change in law or a clarification of the existing law), held to be eligible to become a member of the Association, s/he too shall be, as per the terms of these Bye-laws, eligible to become a Permanent Member. For the removal of doubt, it is clarified that there will be only one Permanent Member in respect of one Premises.

2.4.1.2 If a person is the registered owner of more than one Premises within Nirvana Country, s/he shall be eligible for obtaining membership only if he pays membership fees and maintenance charges in respect of all such Premises. However, such a person shall have a single vote, irrespective of the number of Premises s/he owns.

2.4.2 Temporary Member

In addition to the conditions set out in Clause 2.2, a person in order to be eligible to become a Temporary Member must be in lawful possession of any Premises in Nirvana Country as a tenant, through a valid rent/lease agreement with the owner of the Premises and must be residing therein. Such rent/lease agreement must, prior to occupation of the Premises by the tenant, be countersigned by NRWA and a copy retained in its office.

2.4.2.1 In respect of residential Premises where the resident is neither the owner nor a tenant but is a close relative (parent, parent-in-law, spouse, sibling, child, son/daughter-in-law) of the owner, then such resident shall be eligible to be admitted as a Temporary Member, provided that the owner has no objection to such membership being given.

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2.5 PROCEDURE FOR ADMISSION

2.5.1 A person eligible to be a Member (whether Permanent or Temporary) shall submit to the Secretary an application, duly filled in and signed, in the form (Annexure 1) prescribed under the Act and the Rules, along with supporting documents.

2.5.2 The Secretary shall examine the application and place it before the Executive Committee.

2.5.3 The Executive Committee shall not ordinarily reject the application of any person if s/he fulfills all the eligibility criteria and his/her application is otherwise in order. In the event that the Executive Committee rejects an application, it shall give reasons for the same.

2.5.4 The decision of the Executive Committee shall be intimated by the Secretary to the applicant within 10 working days of the application being submitted.

2.6 MEMBERSHIP FEE

2.6.1 Each Member shall pay, by cheque or Demand Draft, an amount of Rs. 500/- (Rupees five hundred only) or such amount as is decided by the General Body from time to time, towards Admission Fee. This amount shall be payable at the time s/he applies for membership of NRWA.

2.7 IDENTITY CARD

2.7.1 Every person admitted as a Member shall be issued an Identity Card in Form XI (Annexure 2), containing his/her photograph, brief particulars and membership category, and duly signed by the Member and countersigned by the Secretary of the Association.

2.7.2 The Identity Card shall be surrendered forthwith by a member who ceases to be a member for any reason whatsoever.

2.7.3 Identity cards issued to Temporary Members shall be valid for the period of the rent/lease agreement under which they occupy Premises in Nirvana Country. The card shall be deemed to have expired forthwith with effect from the end of the tenancy period. In the event a Temporary Member vacates the Premises before the expiry of the term of the lease, s/he must return to the NRWA the Identity Card issued to him/her.

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2.7.4 The tenant must return the Temporary Member ID card, remove Nirvana Country car parking label from his vehicles, and pay all NRWA dues as a condition to the issuance by the NRWA of the necessary NOC to transport his household goods outside Nirvana.

2.7.5 The procedure set out above may be modified by the Executive Committee and shall at all times remain in compliance with the requirements of the Act and the Rules.

2.7.6 At the time of casting his/her vote in an election being conducted in NRWA, the Permanent Member may provide the Membership Identity Card or any other government issued card that serves as proof of identity, such as, AADHAR, Passport, Driving License, Voter ID etc.

2.8 REGISTER OF MEMBERS

2.8.1 The name of every person admitted to Permanent Membership of the Association shall be entered into the "Register of Members", while the names of Temporary Members shall be separately maintained in the Register of Temporary Members.

2.8.2 Where any member claims to have been admitted as a member but is not included in the register of members or any member is aggrieved with his removal from the membership of the Association, such member may submit a petition to the District Registrar (in terms of Section 21 of the Act).

2.8.3 The provisions of Section 18 of the Act regarding maintenance of a register of members, its updating, and filing with the District Registrar shall be adhered to. While filing the updated list of members, the Secretary shall certify that inclusions or deletions are as per the provisions of the Act, Rules and Bye-laws and the list has been updated as on 31st March of that year.

2.9. TRANSFER AND TRANSMISSION

2.9.1 In the event that ownership of any Premises is transferred, in whatsoever manner, including by way of will, gift, registered sale, or natural inheritance, the new registered owner shall, upon payment of the membership fee and submission of Form X (Annexure 1), become a Permanent Member in place of the former owner.

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2.9.2 In the event that registered ownership of a Premises transfers on account of natural inheritance, and the legal heir is a minor, his/her legal guardian shall, until the time the legal heir attains the age of 21 years, be entitled to become a Permanent Member, with the approval of the Executive Committee, which approval shall not be unreasonably withheld. Upon attaining the age of 21 years, such a person shall, upon submission of Form X (Annexure 1), become a Permanent Member in place of the legal guardian.

2.9.3 Any transferee/new owner shall automatically be deemed to have inherited/accepted all assets, liabilities and obligations of the Memorandum and the Bye-laws of the Association.

2.10 OBLIGATIONS AND RIGHTS

2.10.1 Every Member shall subscribe to and be bound by the Memorandum of Association and the Bye-laws, as amended from time to time, and comply with the Rules of Conduct set out in Chapter 14 (including Chapters 14.1 to 14.8) and elsewhere in the Bye-laws.

2.10.2 Every person admitted as a Permanent Member on the date of notification of elections to the Executive Committee shall have the right to exercise his vote in person, provided s/he is not in arrears of maintenance charges or any other NRWA charges for more than one (1) calendar quarter.

2.10.3 The register of members shall be kept at the Association's registered office and shall remain accessible to any Permanent Member of the Association during the business hours.

2.10.4 Every Permanent Member shall have the right to inspect the books of accounts and the books containing the minutes of the meetings of the General Body and of the Executive Committee on any working day, during business hours, after giving a notice of 3 working days.

2.10.5 The Association being a resident welfare organization, formed for the operation, management and maintenance of facilities for the residents of Nirvana Country, all its Members shall have access to such facilities as power back up,

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security, collection of segregated waste, services of plumber/ electrician etc. and other facilities that the Association may make available from time to time.

2.10.6 Temporary Members shall have the right to participate in Open House meetings and place their concerns before the Executive Committee, seek clarifications and information, and urge action vis-a-vis issues that demand attention.

2.11 CESSATION OF MEMBERSHIP

2.11.1 A Member (Permanent/Temporary) shall cease to be so in the following events:

- Upon submission and acceptance of his resignation;
- If he ceases to fulfil the eligibility conditions for being admitted as a Member;
- Upon the death of the Member, provided that the nominee or the legal heir shall be enrolled as a Member subject to the fulfillment of the conditions laid down in the Act and the Bye-laws;
- Upon his/her ceasing to be the registered owner of any Premises, provided that such a person can be admitted as a Temporary Member if s/he fulfils the conditions for such membership;
- If directed to be removed from membership by the District Registrar/Registrar/Registrar General of Societies.

2.12 SUSPENSION OF MEMBERSHIP

2.12.1 A Member (whether Permanent or Temporary) shall be deemed to have been suspended from membership if s/he has not paid maintenance charges for two consecutive quarters, or any other continuous period that may be decided by the General Body.

2.12.2 Such suspension shall be communicated to the Member by the Secretary within a week of the suspension, and s/he shall have the option of getting the suspension revoked upon payment of the outstanding amount along with interest calculated at 12% with monthly rests.

2.12.3 During the period of suspension of membership, the Member's access to facilities and services provided or arranged by NRWA in lieu of the maintenance charges shall be withdrawn.

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2.12.4 In addition, Permanent Members shall, during the period of suspension, lose the right to vote and/or to contest elections. Even upon revocation of suspension, the right to vote and/or to contest elections shall remain suspended for the remainder of the financial year in which the suspension is revoked.

2.13 EXPULSION FROM MEMBERSHIP

2.13.1A Permanent Member shall be expelled from membership of the Association in the following events:

- Upon his/her or any of his/her family members residing with him/her acting contrary to the aims and objectives of the Association;
- Upon his/her or any of his/her family members residing with him/her acting in violation of the Code of Conduct set out in these Bye-laws;
- Upon his/her being found guilty of misappropriation of funds of the Association.

2.13.2 For inquiring into such cases, there shall be an **Ethics Committee** which shall take cognizance of the case either suo-moto or upon the matter being brought to its attention by members of the Association.

2.13.3 The Ethics Committee shall proceed to conduct an inquiry into the matter, placing reliance upon all records and documents pertinent to the inquiry. The Member in respect of whom the inquiry has been initiated shall be issued a Show Cause Notice (Annexure 3), and s/he shall be afforded a reasonable opportunity to be heard. In reaching a finding, the Committee shall have regard both to the gravity of the violation as well as its persistence.

2.13.4 Upon conclusion of its inquiry, the Committee shall record its findings and make recommendations, including suspension from membership till the Member takes such remedial action as is directed, or expulsion from membership if the gravity of the offending act so warrants.

2.13.5 The recommendations of the Ethics Committee shall be placed before the General Body, and upon acceptance, be implemented.

2.13.6 In cases that involve misappropriation of the funds of the Association, the Committee's findings shall also be communicated by the Executive Committee to the authorities concerned, for initiating appropriate action under criminal law.

CHAPTER 3 - General Body

3.0 General Body

The persons admitted as Permanent Members of the Association in accordance with the provisions of these Bye-laws shall constitute its General Body.

3.1 Powers, duties and functions of the General Body

The General Body shall have the following powers, functions and duties:

- To elect the Executive Committee of the Association
- To remove any Member from the Executive Committee and accord approval to the continuation of a person appointed as a Member of the Executive Committee against a casual vacancy
- To adopt the audited Annual Statements of Accounts of the Association
- To approve the Annual Budget/Plan of the Association
- To approve the purchase or sale of any immovable property of the Association which requires its approval in terms of these Bye-laws
- To approve amendments in the Aims and Objects of the Association
- To approve amendments in the Bye-laws of the Association
- To consider those of the recommendations/findings of the Ethics Committee as require the approval of the General Body
- To consider such proposals for expenditure of the Executive Committee as fall outside the Annual Budget/Plan and require approval of the General Body
- Such other powers, duties and functions as are stated elsewhere in the Memorandum, these Bye-laws, and the Act.

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3.2 Meetings

3.2.1 Periodicity

3.2.1.1 A meeting of the General Body may be held as and when required and shall be convened by the Executive Committee.

3.2.1.2 At least one meeting of the General Body (Annual General Meeting) shall be held in a financial year, in which the annual accounts of the Association, duly audited, shall be placed before the Members for adoption.

3.2.1.3 The Annual General Meeting shall be held within six (6) months of the close of the financial year.

3.2.1.4 A clear notice of fourteen (14) days shall be given to the members of the General Body before the date appointed for a meeting. The notice shall specify the date, time, place and the object of the meeting. A copy of such notice along with the business to be transacted during the general meeting shall also be sent to the District Registrar.

3.2.1.5 In case any agenda item requiring a special resolution is proposed to be considered in a meeting of the General Body, the notice of meeting shall contain a copy of each such agenda, with detailed explanatory notes, and the reason why a special resolution is required to approve that item and a draft resolution proposed to be passed. With respect to matters not requiring special resolution, either the Executive Committee or the requisitioners may propose a draft resolution in the notice calling for the meeting.

3.2.1.6 In addition to the annual general meeting, an extraordinary meeting of the General Body may be convened, at any time, after giving due notice to all the Members.

3.2.1.7 The Executive Committee shall convene an extraordinary meeting of the General Body within forty-five (45) days of receipt of a written requisition from at least one-tenth of the members of General Body for convening such a meeting. The notice requisitioning the general meeting shall contain the reasons for such meeting along with the proposed agenda.

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3.2.1.8 In case the Executive Committee fails to convene a meeting of the General Body upon such requisition, the District Registrar may direct the Executive Committee to convene such meeting, within such period as directed.

3.2.1.9 All meetings of the General Body shall be presided over by the President, and in his/her absence in any particular meeting, the General Body shall elect the presiding officer for that meeting.

3.3 Quorum

3.3.1 The quorum for the meeting of the General Body shall not be less than forty percent (40%) of the total Members entitled to vote and present in person.

Explanation: No resolution shall be voted upon in a GBM unless the total number of Members who comprise the quorum are present at the time of voting.

3.3.2 If the quorum is not present within forty-five minutes of the time appointed for the start of the meeting, the meeting shall stand adjourned to a date and timewhich is at least 48 hours later. A proper notice of such an adjourned meeting shall be issued to all concerned, including the District Registrar. For the avoidance of doubt, this provision will also apply to a meeting, which requires to be adjourned for a second time in terms of Clause 3.3.3 below.

3.3.3 In case of a meeting adjourned for want of quorum, the quorum for the adjourned meeting shall not be less than 25% of the total Members entitled to vote and present in person. If the meeting is required to be adjourned for a second time for want of quorum, the quorum for such adjourned meeting shall be 15% of the Members entitled to vote and present in person.

3.3.4The General Body shall be competent to transact all business in such adjourned meetings. A Special Resolution can be passed in an adjourned meeting only if at least 25%of the total Members entitled to vote are present and the resolution is approved by three-fifths of the Members so present and voting.

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3.4 Voting

3.4.1 Every member of the General Body shall have one vote and shall cast his vote in person.

3.4.2 A Member shall be eligible to cast his vote only if he is not in arrears of payment of Maintenance Charges or any other NRWA charges for more than one calendar quarter on the date of notification of the meeting of the General Body.

3.4.3 Voting can be either by a show of hands or by poll. For sensitive matters, if the presiding officer or a majority of Members so feel, voting shall be by secret ballot. The record of proceedings of a meeting of the General Body shall indicate the total number of votes cast, the number cast in favour and the number opposing the resolution.

3.4.5 In consultation with the IT Committee, an arrangement for electronic voting may be made as soon as possible.

3.5 Record of Proceedings

3.5.1 The Association shall maintain, in the book of proceedings separately maintained for this purpose, a record of the minutes of proceedings of every meeting of the General Body. The minutes shall contain a fair and correct summary of the proceedings. Each page of the book shall be initialed and the last page signed by the President and Secretary.

3.5.2 The minutes of every meeting of the General Body shall be drawn up and signed by the Secretary and the President, and uploaded on the NRWA website within a week of the meeting.

3.5.3 An AV recording of every meeting of the General Body shall be made and it shall be uploaded on the NRWA website at the same time as the written record of proceedings.

3.5.4 The minutes of every meeting of the General Body shall be placed for confirmation in the succeeding meeting of such body as the first item of Agenda of that meeting.

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3.5.5 Every Member shall have the right to inspect the books containing the minutes of the meetings of the General Body on any working day, after giving a reasonable notice.

3.5.6 Decorum shall be maintained at all times during the meeting of the General Body. A Member who disrupts the proceedings in any manner shall be liable to be removed from the meeting and his membership of the Association suspended, the decision in this regard being taken by the President, or such person as is presiding over the meeting.

3.5.7 Any resolution passed by the General Body which is not consistent with the provisions of the Act or the Rules or the Bye-laws shall be invalid.

Resolutions should be formally worded. There should be separate resolutions for separate matters.

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CHAPTER 4 - Executive Committee

4.1 Executive Committee

4.1.1 There shall be an Executive Committee of the Association.

4.1.2 The term of each Executive Committee shall be two (2) years from the date of approval being accorded by the District Registrar to its constitution in terms of Clause 4.2.12.

4.1.3 The Executive Committee shall comprise of 11 members, including the following five office bearers ("Office Bearers"): President, Vice President, Secretary, Joint Secretary and Treasurer.

4.1.4 The Office Bearers shall not be entitled to any remuneration for rendering services to the Association.

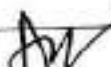


4.1.5 The Executive Committee shall be so constituted as to have the following representation of various Blocks that comprise Nirvana Country:

Block	Executive Committee representation
Aspen Greens	1
Birch Court	1
Cedar Crest	2
Deerwood Chase	2
Deerwood Chase (116-167)	1
Espace	3

4.2 Election of the Executive Committee and the Office bearers

4.2.1 The members of the Executive Committee shall be elected through secret ballot by the Permanent Members of the Association.

4.2.2 The President of the Executive Committee shall be directly elected by the General Body. Elections to the remaining 10 posts shall be conducted on the basis of Block representation, namely, a member shall cast his/her vote only for a candidate who is a resident of the Block that the member is a resident of.

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4.2.3 The process of election to the Executive Committee shall commence three (3) months prior to the due date so that the newly elected body is in place on or before the due date.

4.2.4 Three months prior to the due date, the Executive Committee shall announce the name of the Returning Officer appointed by the District Registrar, to whom request for appointment of Returning Officer shall be made well in advance. For conducting elections to fill casual vacancies, however, the Returning Officer shall be appointed by the Executive Committee.

4.2.5 On the day the schedule of elections is announced by the Returning Officer, (s)/he shall publish the list of members entitled to vote.

4.2.6 Any person aggrieved with the list of members entitled to vote may file a petition with the Returning Officer within fifteen days of the publication of the list. The Returning Officer shall, after referring to all the relevant records of the Association, take a decision on such petition. The decision of the Returning Officer shall be final.

4.2.7 Thereafter, the Returning Officer shall invite nominations to be filed within the period prescribed in the schedule of elections, carry out scrutiny and permit withdrawal of nominations, if any. Nominations shall be invited in two categories, namely, for the post of President and for the remaining 10 posts.

4.2.8 No person who has been an office bearer of the Executive Committee shall be eligible to be an office bearer for a period of two years immediately following the end of the tenure of the Executive Committee of which s/he was an office bearer.

4.2.9 A Member who announces his candidature shall also communicate his/her area of expertise, record of community service, plan of action vis-a-vis the areas that in his/her assessment require attention etc. Even if there is, in respect of a particular position, only one candidate, that candidate too shall share this information to permit Members to make an informed decision.

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4.2.10 A list of the contesting Members shall be displayed on the Notice Board of the Association and polling, by secret ballot, conducted on the notified date. Only Members eligible to vote shall be allowed to cast their vote in person, upon submission of ID proof and after verification with the Register of Members. No proxy voting will be allowed.

4.2.11 After closing hours on the date of the poll, the Returning Officer will declare the result and constitute the Executive Committee of the Association. A list of the elected members of the Executive Committee will be displayed on the Association's Notice Board, as well as the NRWA website and also filed with the District Registrar within seven (7) days of the conclusion of elections.

4.2.12 The constitution of the Executive Committee shall be valid only upon approval thereof by the District Registrar and its tenure shall commence from the date of such approval.

4.2.13 The Executive Committee shall meet within 7 (seven) days of its constitution and elect, through secret ballot/by consensus, the Officer Bearers (other than the President) from amongst its members.

4.2.14 Any casual vacancy in the Executive Committee, arising on account of resignation or death of any member or for any other reason, shall be filled up on an ad-hoc basis by the Executive Committee on the recommendation of the Block Committee of the Block of which the outgoing member is a resident. Such ad-hoc members of the Executive Committee shall cease to be a member of the Executive Committee unless s/he is elected by the members from that Block in an election conducted within three months of the vacancy or his/her continuance in the Committee is approved by the members of that Block in next General Body Meeting of that Block, whichever is earlier.

4.2.15 Any vacancy in the office of President, whether on account of resignation or any other reason, shall be filled up within 100 days of the vacancy, through elections to the post.

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4.2.16 Any vacancy in the office of Secretary or Treasurer, whether on account of resignation or any other reason, shall be filled up by the Executive Committee, from amongst its members, through secret ballot/by consensus, within a month of such vacancy arising.

4.2.17 The failure to fill a vacancy in the office of President or Secretary or Treasurer in the manner prescribed above shall have the effect of the entire Executive Committee being replaced by an Ad Hoc Committee, comprising of five (5) residents whose names are included in the panel referred to in Clause 10.9 of Chapter 10. The Ad Hoc Committee shall not incur any unbudgeted expenditure or take any decision that has the impact of changing policies, processes, rules and guidelines.

4.3 MEETINGS

4.3.1 The meetings of the Executive Committee shall be held as and when required. However, the Executive Committee shall meet at least once in every quarter and there shall be a minimum of four meetings in a financial year.

4.3.2 A clear notice of three days of every such meeting will be given by the Secretary to the office bearers and members before the date appointed for the meeting. However, the Executive Committee may meet at shorter notice, wherever so required, with the consent of at least fifty percent of its members.

4.3.3 The quorum of the meetings shall be at least 40% of the total members of the Executive Committee. In case the quorum is not present, the meeting shall be adjourned to another date for which a proper notice shall be issued. The members present in the adjourned meeting, subject to a minimum of 5 members, shall form the quorum for the adjourned meeting.

4.3.4 Only in meetings in which at least 40% of the total members are present shall the EC consider and approve the Association's Annual Plan/Budget, Annual Statements of Accounts, and any other item which is to be placed before the GBM and required to be approved by Special Resolution.

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4.3.5 All matters which require the Executive Committee to engage with MCG, GMDA , DTCP, DR etcetera or any other government authority or with Unitech, and the matter is such that has long term, recurring implications for the community , the Executive Committee's proposed course of action shall be placed before the General Body and its approval obtained.

4.3.6 The proceedings of every meeting of the Executive Committee will be recorded in the book of proceeding separately maintained for this purpose. Each page of the book shall be initialed and the last page signed by the President and the Secretary. The minutes shall contain a fair and correct summary of the proceedings. The names of the members consenting and dissenting shall be stated. Such minutes shall be signed by the Secretary and the President (or if the President is not available, then by the member who presided over that meeting), circulated to all the members, including those not present in the meeting, and placed before the Executive Committee for confirmation in the succeeding meeting.

4.3.7 The minutes of each meeting of the Executive Committee shall be shared with the General Body as soon as they are issued.

4.4 OFFICE BEARERS

4.4.1 The office bearers shall have such powers, functions, and duties as are enumerated in the following paragraphs:

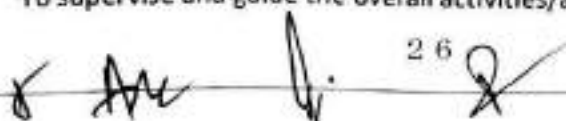

4.4.1.1 President

To preside over all the meetings of the General Body and the Executive Committee, regulate the proceeding of such meetings and to ensure that proper record is maintained of all such meetings.

To do all such acts, deeds and things as may be authorized by the General Body or the Executive Committee from time to time.

To ensure proper and transparent functioning of the Association and the Executive Committee.

To supervise and guide the overall activities/achievement of aims and

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objectives of the Association.

To ensure strict compliance of the provisions of the Haryana Registration and Regulation of Societies Act, 2012 and the rules made thereunder.

The President will have the casting vote in case of a tie on any matter at a meeting of the Executive Committee.

4.4.1.2 Vice President

To assist the President in carrying out his duties.

In absence of the President, to act on his behalf and perform all duties and exercise all the powers of the President.

To do all such acts, deeds and things as may be authorized by the Executive Committee.

4.4.1.3 Secretary

To conduct, organize, supervise and manage the affairs of the Association, and do all such acts and perform all such duties for the working of the Association as may be assigned by the President and/or the Executive Committee.

To receive, scrutinize and place applications for membership of the Association before the Executive Committee, and to enter the name of the Members, if approved, in the Register of Members under his initials, and to intimate the Members about the same, and issue Identity Cards to the Members so admitted.

To convene, with the consent of the President, meetings of the General Body and the Executive Committee, and to serve proper notices as prescribed under the Act, the Rules and these Bye-laws.

To attend all the meetings of the General Body and the Executive Committee, and assist the President in conducting the meetings and to record the proceedings of all meetings.

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To prepare the annual report of the Association and place it before the Executive Committee along with audited annual accounts of the Association and to place these for approval in the Annual General Meeting of the General Body.

To keep and preserve the records, in whatever media – paper and electronic, of the Association, the General Body, and the Executive Committee.

To ensure that all prescribed documents / records are maintained and kept updated at all times.

To ensure timely filing of all statutory returns and documents in the office of the District Registrar and such other authorities as may be prescribed under the Act and the Rules.

To ensure timely filing of statutory returns and documents to Income Tax authorities and where required, to the GST authorities.

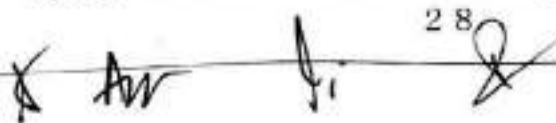
To prepare, before announcing the date of election and the Annual General Meeting, the list of all the members eligible to vote, duly updated and to place it before the Executive Committee.

To be the custodian of the common seals of the Association, and to affix the same, wherever required, as per the authorization through Resolution, of the Executive Committee.

To conduct correspondence on behalf of the Association and the Executive Committee, and to sign letters and documents on its behalf, and to ensure that all statutory registers and records are properly kept and maintained.

To act as the overall in-charge for the administration and execution of all the programs of the Association on behalf of the Executive Committee, including creation of posts, fixation of salaries, remuneration and allowances, appointment and engagement of staff, making purchases and doing all other such things as may be necessary in the furtherance of the aims and objectives of the Association in accordance with the delegation by the Executive Committee from time to time.

To help and assist the President in looking after the affairs of the Association

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and in attaining aims and objectives of the Association.

4.4.1.4 Joint Secretary

To assist the Secretary in carrying out his functions and duties.

To discharge the functions and duties of the Secretary in his absence, to the extent authorized by the Executive Committee.

To look after such functions and duties and exercise such power as may be assigned and delegated by the Executive Committee from time to time.

4.4.1.5 Treasurer

To keep accounts of all the financial transactions of the Association, including all sums of money received and spent, and maintain records of assets and liabilities.

To get the accounts of the Association audited by the Chartered Accountant appointed with the approval of the General Body.

To submit to the Executive Committee, through the Secretary, the audited annual accounts of the Association at least one month prior to the date of the Annual General Meeting of the General Body.

To prepare and submit to the Executive Committee, through the Secretary, the Annual Budget of the Association at least one month prior to the date of the Annual General Meeting of the General Body.

To act as the overall custodian of all cash and the books of accounts, financial statements, receipt books, expense vouchers, bank pass books and cheque books etc. of the Association.

To ensure that all expenses authorized by any Office Bearer are obtained on file and do not exceed permitted limits.

To ensure that all payments above Rs 10,000/- (Rupees ten thousand only) (or any other threshold as may be prescribed under the Income Tax Act, 1961) are

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made only by cheque and under a dual signature system.

To invest any surplus funds in compliance with applicable law and these Bye-laws.

4.4.2 The office-bearers shall exercise their powers strictly in accordance with the provisions contained in the Bye-laws and any powers exercised in excess of the authorization shall render such decisions non-est.

4.4.3 If any office bearer fails to comply with the provisions of these Byelaws and/or the HRRS Act and Rules, s/he shall be liable to recall as per the provisions of clause 4.4.6.

4.4.4 At the time that an Executive Committee assumes charge from an outgoing Committee, all records, documents, registers etc. shall be properly handed over by the latter, and the outgoing President shall also list all items of work that demand urgent attention.

4.4.5 The General Body shall have the right to recall the Executive Committee at any time during its/their tenure.

4.4.6 The Permanent Members of the Association resident in a Block shall have the right to recall a member of the Executive Committee (other than the President) who is resident of that Block. The President can only be recalled by the General Body.

4.4.7 Such recall may be sought on the ground that the Executive Committee (or a member thereof) has failed to perform its/his/her duties and functions under these Bye-laws or has displayed a lack of competence while discharging such duties and functions or is found indifferent to the concerns of the members/Block or has acted in excess of the powers granted by these Bye-laws or is guilty of any act of moral turpitude or financial misdemeanour or failure to ensure the security of the Association's assets.

4.4.8 A resolution to recall the entire Executive Committee or a particular member of the Executive Committee shall only be moved in a meeting of the General Body, or a meeting of the Permanent Members of the General Body from a particular Block, respectively, in which at least 40% (at least twenty five percent in case the meeting

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is convened after being adjourned due to lack of quorum) of the members entitled to vote are present, and shall require approval of three-fifths of the members so present and voting. A meeting of the General Body to recall the entire Executive Committee shall be organised under the supervision of the District Registrar or his representative / nominee.

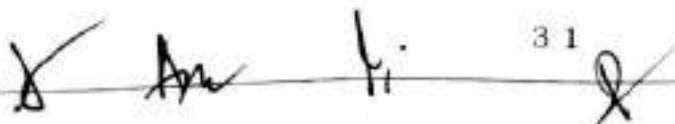
4.4.9 Such resolution shall be communicated to the Registrar (in case of recall of the Executive Committee) and to the Executive Committee (in case of recall of any specific member) for appropriate action.

4.4.10 The Executive Committee shall forthwith remove such member from the Executive Committee and fill the vacancy as per the provisions of Clause 4.2.15 or 4.2.16 or 4.2.17, as the case may be.

4.4.11 In the event that the Executive Committee is recalled by a Special Resolution of the General Body, it shall be replaced, under intimation to the District Registrar, by an Ad-Hoc Committee, comprising 5 residents whose names are included in the panel referred to in Clause 10.9 of Chapter 10 (Ethics Committee).

4.4.12 The Ad-hoc Committee shall immediately commence the process of holding elections to the Executive Committee that shall succeed the recalled Executive Committee and positively conclude the exercise within 100 days. If the elections are not announced within 20 days the President of the Ad Hoc Committee replacing the Executive Committee, shall establish contact personally with the District Registrar and ensure expeditious follow up action.

During this period, the Ad-hoc Committee shall by consensus designate office bearers in conformity with the HRRS Act provision and have the powers and discharge the duties and responsibilities of the Executive Committee but shall not incur any budgeted capital expenditure or any unbudgeted expenditure or take any decision that has the impact of changing policies, processes, rules and guidelines.

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4.5 Conflict of Interest, Remuneration or Honorarium by Association

4.5.1 No member of the Executive Committee shall be in full-time or part-time employment of the Association.

4.5.2 No dependent, family member or relative of any member of the Executive Committee shall be engaged as a permanent/temporary/casual employee of the Association and every member of the Executive Committee shall make a written declaration stating that no person in the employment of the Association is his dependent, family member or close relative.

4.5.3 A member shall not participate in any decision of the Executive Committee with respect to any arrangement or contract proposed to be entered into between the Association and any company or firm controlled by such member or any of his relatives or in which he is a director or partner or has any interest whatsoever.

4.5.4 A member of the Executive Committee shall not be entitled to any remuneration whatsoever for rendering any services to the Association. A member may however be reimbursed for costs that s/he may have incurred for or on behalf of the Association with the express approval of the Executive Committee or the General Body..

4.5.5 In the event that (s)he violates any of the provisions above, an Office Bearer (other than the President) or any other member of the Executive Committee can be removed by a resolution of at least three-fifths of the members present and voting at a meeting of the Executive Committee, (provided at least 40% members of the Executive Committee in the meeting at the time of vote) with subsequent ratification by the General Body



4.6 Cessation of membership of Executive Committee

4.6.1 A member of the Executive Committee shall cease to be its member:

- Upon submission and acceptance of her/his resignation from membership of the Executive Committee;
- Upon submission and acceptance of his/her resignation as an office bearer of the Executive Committee;
- If her/his Membership is suspended, or if s/he ceases to be a Member of the Association;
- If s/he is removed as a member in terms of these Bye-laws.

4.6.2 All office bearers of the Executive Committee shall cease to be members of the Executive Committee if the duly audited Annual Statements of Account of the Association are not placed before the General Body for obtaining its approval within 5 months of the close of the Financial Year, and /or statutory returns, such as the Income Tax return, are not filed within the period prescribed by the authorities concerned.

J. A. V. L.

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[Signature]

CHAPTER 5 - Block Committees

5.1 A Block is defined as a collection of Premises which are grouped together on the basis of such criteria as contiguity, shared physical boundary etc.

5.2 As per Drawing No. DTCP - 2059 dated 30.03.2010, Nirvana Country comprises Blocks - J, K, L, S and R & T, which are popularly known as Cedar Crest, Aspen Green, Birch Court, Deerwood Chase and Espace, respectively.

5.3 Further, on the basis of the criteria of contiguity and shared physical boundaries, and solely for the purposes of administrative convenience and efficiency, the above-cited divisions may be grouped into the following Blocks:

Block	Villa/Floor Numbers
Aspen Greens	AG 1 to 145
Birch Court	BC 1 to 155
Cedar Crest	CC 1 to 190 (villas/floors/plots)
Deerwood Chase	DW 1 to 115 and 168 to 333 (281 units) (villas/floors)
Deerwood Chase(116 - 167)	116 to 167 (52 units) (villas/floors/plots)
Espace	ES 1 to to 394 (villas/floors/plots)

5.4All the Permanent Members of NRWA who own Premises in a particular Block and all Temporary Members who reside in that Block and have obtained membership under Clause 2.4.2.1 shall constitute the General Body of that Block. Both the Permanent Member and the Temporary Member (under Clause 2.4.2.1) in respect of a Premises cannot simultaneously be members of the Block General Body. and will have only one vote per premise

5.5 From among themselves, the Permanent Members of the Block General Body shall elect a 5 member or a 7 member Block Committee, depending upon the number of units in the Block, and the Block Committee shall deal with issues specific to that Block, including creation of Block specific infrastructure, enhancing facilities and services, organising cultural/social events etc.

Provided that the activities of the Block Committee shall be in conformity with the aims and objectives of the Association and not be inconsistent or in conflict with any pan Nirvana activity undertaken by the Executive Committee.

5.6 To conduct its business, the Block Committee shall elect a Convener and a Treasurer, with powers, duties and terms analogous to that of the Secretary and Treasurer respectively of the Executive Committee.

There shall be no bar on a Permanent Member holding a position simultaneously in the Executive Committee and the Block Committee.

5.7 Any vacancy in the Block Committee, whether by resignation or any other reason, shall be filled on an adhoc basis and later either regularised in Block GBM or filled through election within 3 months.

5.8 The decision to maintain its share of the Special Corpus or to liquidate it, in full or part, and the manner of use of the income accruing to the Block by way of interest earned on its share of the Special Corpus shall be taken by the Block General Body and may include crediting the income to the Special Corpus (as apportioned to the Block) or spending all or part of it on augmenting, improving and strengthening the facilities, services and infrastructure available to residents of that Block.

Provided that the decision to maintain the Special Corpus or to liquidate it, in full or part, shall be taken in a meeting in which at least 40% (at least twenty five percent in case the meeting is convened after being adjourned due to lack of quorum) of the members of the Block General Body are present and the resolution is approved by three-fifths of the persons so present and voting.

Provided also that 25% of the share of the Special Corpus apportioned to a Block shall continue to remain under the control of the Executive Committee, so as to provide for such contingencies as the collection of the Maintenance Charges from that Block falling drastically short of the Block's budgeted estimate.

5.9 The Special Corpus refers to the account into which all amounts collected as Membership Subscription Charges (imposed vide GBM dated 16.05.2010 and discontinued vide GBM dated 5.11.2017) are credited , whenever collected, and includes all amounts that may have been wrongly credited into another account.

5.10 By February 28th of each year, the Block Committee shall present to the Block General Body a financial budget, based on the anticipated income and revenue and capital expenditure and the Block General Body shall approve it in a meeting in which at least 40%

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(at least twenty five percent in case the meeting is convened after being adjourned due to lack of quorum) of its members are present.

Provided that once approved by the Block General Body, the Annual Budget of the Block shall not be modified in any manner by the Executive Committee (at the time of preparing the consolidated budget) or the General Body (at the time of considering the consolidated budget).

5.11 Members' approval may be obtained via voting in person during a meeting of the Block General Body or via written ballot or electronic voting or any combination of these, provided that the manner of voting is approved by a majority of the the persons present and voting in a meeting of the Block General Body in which at least 40% of its members are present.

5.12 The Annual Budget shall be in two parts:

A . Maintenance/Revenue Budget

The Maintenance/Revenue Budget shall present an overall picture of the Block's estimated Income (from Maintenance Charges) and estimated Expenditure (on the three broad areas of Security, Housekeeping and Horticulture). While drawing up the Maintenance Budget, the Block Committee shall make realistic estimates on the basis of the following:

1. Total number of Premises in the Block that are billed for payment of maintenance charges
2. Total amount of maintenance charges paid by owners in the past year
3. Total cost incurred in providing the level of services (security, horticulture, housekeeping) that is considered adequate by residents of the Block
4. Total amount to be provided for contingencies (including shortfall in collection)
5. Total amount apportioned to the Block towards maintenance cost of pan Nirvana facilities and assets, administrative expenses etc.
6. Rate at which maintenance charges shall be billed to owners, keeping in view all of the above.

Provided that the estimated monthly expenditure of a Block under the Maintenance/Revenue Budget shall not exceed the average of the monthly collection of the Maintenance Charges of that Block during the previous Financial Year.

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B. Development/Capital Budget

The estimated income accruing from its share of the Special Corpus and the estimated expenditure on creation of Block - specific assets, improvement in infrastructure etc. shall form part of the development/capital budget.

5.13 The Block's Annual Budget shall, immediately upon being approved, be sent to the Executive Committee and once the consolidated Annual Budget of NRW has been approved in a GBM, all expenses that constitute the Development Budget shall be incurred by the Block Committee strictly in accordance with the Budget and under the signatures of the Convenor and the Treasurer of that Block Committee.

Provided that expenses budgeted by the Block Committee under the Revenue/Maintenance head shall be sanctioned for payment by the Executive Committee only when it has received, by the 5th of the month, a Satisfaction Certificate for the preceding month, signed by the Block Treasurer, as regards each of the major line items (security, horticulture, housekeeping etc.). Upon receipt of the Satisfaction Certificate, the corresponding amount shall be released by the Executive Committee. Any deficiency of service vis a vis the Service Level Agreements, pointed out by the Block Treasurer, shall result in deductions and penalties as per the SLAs.

5.14 In the event that additional resources are required for any unforeseen expenses or for reason of shortfall in collection in maintenance charges, the Block Committee shall present before the General Body a supplementary budget for the year and obtain its approval before incurring any expenses or raising additional income. Provided that expenditure up to 10% of the Block's Annual Budget may be incurred to meet an urgent requirement and approval thereof obtained in the next meeting of the Block General Body.

5.15 Whether to meet a shortfall in collection of maintenance charges or for unforeseen expenses or for a specific project, additional resources may be raised, with the approval of the Block General Body, by collecting additional subscriptions from the owners of Premises in that Block. The payment of any such subscription shall be mandatory for all owners of Premises in that Block.

5.16 In respect of collections which are to do with a specific project, in the event a Block Committee so decides, the Executive Committee shall authorize the opening of an escrow account and all collections from that Block shall be deposited into the escrow account, to be used at the discretion of the Block Committee for the designated project.

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5.17The Block Committee shall be responsible for the proper utilization of funds, in accordance with the principles set out in the Chapter on Management of Assets and Funds and shall prepare an annual statement of accounts for every financial year. The Annual Statement for each year shall be duly approved by the Block General Body in a meeting in which at least 40% (at least twenty five percent in case the meeting is convened after being adjourned due to lack of quorum) of its members are present, the meeting being convened latest by June 30th of the immediately succeeding financial year. The Block's Annual Statement of Accounts shall, immediately upon being approved, be sent to the Executive Committee, and consolidated with the Annual Statement of Accounts of NRWA..

5.18 The Block Committee shall convene a meeting of the Block General Body at least once in every quarter.

5.19 The requirements of these Bye-laws regarding notice of meetings, record of proceedings, maintenance of accounts and availability of records and accounts for inspection by Permanent Members of NRWA shall apply to the Block Committee, and all such records/accounts shall be maintained in the registered office of NRWA.

5.20 Every endeavour shall be made by the Block Committee to promote compliance among residents with the Bye-laws' requirements regarding construction/demolition, vehicle parking, water conservation, waste segregation at source, horticulture, pet and stray dogs, etc . Such efforts may include awareness sessions, short mailers that serve as reminders, meeting up with non-compliant members to persuade them, initiating coercive action, if required, etc.

5.21The Block Committee shall also be responsible for drawing up guidelines for the use of parks and may include such prescriptions and prohibitions as are considered appropriate, provided that the Block guidelines are not inconsistent with the broad NRWA guidelines

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CHAPTER 6 - Management of Assets and Funds of the Association

6.1 The Executive Committee shall be the sole custodian of all the funds and assets (immovable and moveable) of the Association.

6.2 The Executive Committee shall be responsible for maintaining proper records of all the assets and funds of the Association and exercising adequate controls to ensure their safe keeping.

6.3 Income:

6.3.1 The sources of income of the Association shall include:

- Receipts on account of admission to membership and annual membership fee, if any
- Monthly maintenance charges
- Subscription to any Corpus Fund or Special Purpose Fund or Festival Fund
- Fees from resident members towards using any asset or property of RWA
- Interest on deposits
- Donations/ Gifts/ Grants or Sponsorship's /Stall Rentals on Festival Celebrations
- Any other source as may be approved by the General Body to augment the Association's resources.

6.3.2 Borrowing

In the event of paucity of funds, the Association may raise funds through interest-free short-term loans from members or interest-bearing loans from scheduled banks, provided the latter are approved by the General Body. Interest bearing loans from scheduled banks shall be taken only for purchase of capital assets and not for meeting any recurring or other revenue expenditure.

6.4 Budgeting Income and Expenses of the Association:

Budget:

6.4.1 The Association formed for the welfare of the residents of Nirvana Country being a non-profit organization, the principle of zero surplus shall guide its budgets.

6.4.2 At the beginning of each Financial Year, the Executive Committee shall draw up a financial budget and present it before the General Body for obtaining its approval.

6.4.3 The exercise of drawing up the Budget shall be in two parts.

6.4.3.1 The Executive Committee shall seek a budget for the financial year from each Block Committee, which budget shall specify:

- i) Details of all planned Revenue expenses of the Block
- ii) Details of proposed Revenue collection of the Block
- iii) Details of proposed Capital Expenditure

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Explanation: The Block's Revenue expenses refer to the expenses proposed by the Block to be incurred on providing the level of services (security, horticulture, housekeeping) that is considered adequate by residents of that Block, while the Block's Revenue collection refers to the total amount likely to be collected as Maintenance Charges from the Block's residents.

6.4.3.2A. All expenses that can be uniquely identified to a block will be part of the block committee budget. This is to include all expenses that take place within a block, including but not limited to:

- Expense on security
- Expense on housekeeping
- Expense on horticulture and parks within a block
- Expense on maintenance of power distribution infrastructure including HT, LT and Feeder panels within a block (Or supplying power to a specific block)
- Expenses on DGs within a block (or supplying power to a specific block)
- Expense on STP lines within a block
- Expenses related to water mains within a block
- Expenses related to common area lighting within a block.
- Maintenance of CCTVs within blocks. In case of a unified AMC contract, this amount is to be distributed amongst blocks based on the number of CCTVs installed per block.
- Any legal expenses that are due to Block committees overstepping their mandates or committing irregularities will have to be borne by block themselves
- Any other expense that can be uniquely identified to a specific block.

B. All expenses that can be identified to multiple block are to be split between those blocks. This will be split in ratio of the billable residential areas of those blocks as per the last billing cycle. An example of the same is as below:

- STP expenses for equipment installed in The Close South STP plant. If the Pump installed there needs maintenance, the expenses of the same shall be borne by residents of ES and DW in the ratio as identified above.

C. The EC shall prepare an annual budget for expenses that cannot be identified specifically to blocks. These shall include the following:

- Expense on the NRWA office including Maintenance and salaries of staff
- Expense on 24m road
- Maintenance of Water Supply (expenses incurred in addition to MCG) e.g. maintenance and electricity billing of submersibles etc.
- Maintenance of main entry gates
- Any legal expenses that are of PAN NRWA nature.
- Any other common expense that cannot be uniquely identified to a block.

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The common NRWA expenses will be split amongst blocks in ratio of their billable residential areas as per the last quarter billing.

6.4.3.3 While preparing the budget, the Executive Committee and the Block Committees may consider and adopt a contingency factor not exceeding 10 % of the estimated income.

6.4.3.4 Each Block Committee shall give its respective budget to the Executive Committee not later than February 28th of each year. The Executive Committee shall then draw up a consolidated budget and present it to the General Body before March 31st of each year.

6.4.4 The consolidated Annual Budget shall incorporate and state the following:

- i) Revenue Budget – The Consolidated Budget shall comprise and provide details of all the proposed Expenses and Revenue receipts for the year, along with Block wise and Common area budgets.
- ii) Capital Budget - The Consolidated Budget shall comprise and provide details of all the proposed Capital Expenditure for the year, along with Block wise and Common Area budgets.

6.4.5 The Annual Budget shall be approved by the General Body through a Special Resolution and all expenses shall thereafter be incurred strictly in accordance with the budget.

6.4.6 A supplementary budget may be prepared by the Executive Committee and the General Body's approval obtained if, due to exigent circumstances, expenses in addition to that budgeted in the Annual Budget are required to be incurred.

6.4.7 Each Block Committee may also draw up a supplementary budget in order to undertake additional expenses, and such supplementary budget may be placed before the Block General Body for obtaining its approval if resources are to be raised for such additional expenditure from within the Block.

6.4.8 Any expenditure that is not provided for in the Annual or Supplementary Budget and is in excess of the limits mentioned in Clauses 6.6.3 and 6.6.4, shall be deemed to have been undertaken without proper authority and shall invite appropriate action, including recall of the office bearers under the relevant clause of the Bye-laws.

Provided that expenditure up to 10 % of the Block's Annual Budget and 10 % of the NRWA Annual Budget may be incurred by the Block Committee and the Executive Committee, respectively, if an emergency need emerges and there is insufficient

time to obtain requisite approvals. Such expenditure cannot be undertaken more than once in a financial year and must have the unanimous approval of the Block Committee or the Executive Committee, as the case may be. The ex post facto approval of the General Body shall be obtained in the next GBM.

6.5 Corpus Fund:

6.5.1 In order to ensure robustness of its finances, the Association shall maintain a Corpus Fund.

6.5.2 The Corpus Fund shall be credited with all or any of the following amounts, as may be decided by the General Body:

- i. Contributions from Residents towards subscription/membership fees;
 - ii. Surplus of income over expenditure;
 - iii. Any Donation or Grant received towards the Corpus;
- Any other amount as may be decided.

6.5.3 With the approval of the General Body, and due provision having been made in the Annual Budget, the Corpus Fund may be utilized for the following:

- i. For acquiring Capital Assets (additional or replacement);
- ii. To meet deficit of income over expenditure as may be decided by General Body;
- iii. To undertake any special projects for the welfare of the Residents.

6.5.4 The Block Committee may also maintain a Block Corpus Fund, which may be credited with all or any of the following amounts, as may be decided by the Block General Body:

- i. Contributions from Block's residents;
- ii. Surplus of income over expenditure of the Block;
- iii. Any Donation or Grant received by the Block towards the Corpus;
- iv. Any other amount as may be decided.

6.5.5 With the approval of the Block General Body, and due provision having been made in the Block's Annual Budget, the Block Corpus Fund may be utilised for the following:

- i. For acquiring Capital Assets (additional or replacement);
- ii. To meet deficit of income over expenditure as may be decided by the Block General Body;
- iii. To undertake any special projects for the welfare of the Block's residents.

6.5.6 Such Block Corpus Funds shall be separately banked in Block Bank Accounts which accounts shall be operated by Block signatories.

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6.6 Expenses:

6.6.1 The Executive Committee shall be empowered to approve and incur expenses, on behalf of the Association, on revenue and capital items of expenditure, as per the Annual Budget approved by the General Body.

6.6.2 The matrix for approving and incurring expenses shall be as follows:

A. Revenue items, Approved under Annual Budget	All expenses up to INR 50,000/-	Jointly by any two of the office bearers from among Treasurer, Secretary and President
	All expenses above INR 50,000/-	Jointly by Treasurer, Secretary and President
B. Capital items, Approved under Annual Budget	All expenses up to INR 100,000/-	Jointly by any two of the office bearers from among Treasurer, Secretary and President
	All expenses above INR 100,000/-	Jointly by Treasurer, Secretary and President
C. Non budgeted	All expenses up to INR 25,000/-	Jointly by any two of the office bearers from among Treasurer, Secretary and President
	All expenses between INR 25,000 and INR 100,000	Jointly by Treasurer, Secretary and President

6.6.3 No expenditure exceeding the amount of INR 100,000/- (Rupees one lac only) shall be incurred by the Executive Committee unless such expenditure has been approved by the General Body under the annual or supplementary budget.

6.6.4 The aforementioned limit of INR 1,00,000/- (Rupees one lakh only) is per item of expenditure. Any recurring expense will be regarded as a single item for this purpose and will be aggregated. The cumulative total of all such single items of expenditure will not exceed INR 5,00,000/- (Rs. Five lakh only) unless prior approval is accorded by the General Body.

6.6.5 A proposal to approve and incur expenses on behalf of the Association shall be considered by the Executive Committee only if it has no more than 25% vacant seats.

6.6.6 The Executive Committee shall not, after the date of expiry of its term of office, make or authorize any withdrawal from the accounts of the Association, nor shall it make any investments, unless the same has been authorized by the General Body.

6.7 Power to determine Maintenance Charges

6.7.1 The Executive Committee shall be empowered to determine Maintenance Charges and the methodology for such determination shall both be justifiable and bear a nexus with the Association's estimated income and expenditure. Provided that the Executive Committee may fix Maintenance Charges at different rates, depending upon the estimated income and expenditure of a particular Block.

6.7.2 The methodology and rates, having been determined by the Executive Committee, shall be placed before the General Body for obtaining its approval.

6.8 Banking and Cash

6.8.1 The bank accounts of the Association shall be jointly operated by any two of following office bearers:

- i. Treasurer
- ii. Secretary
- iii. President

6.8.2 In the absence of any of the above office bearers, the Vice President shall substitute for the President and the Joint Secretary shall substitute for the Secretary.

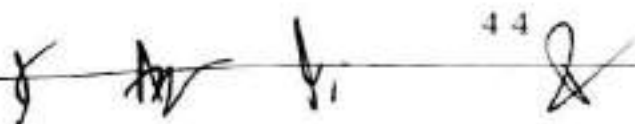
6.8.3 All receipts of the Association shall only be through bank instruments (e.g. DD/ Pay Order/ Cheques/ Bank Transfers/ RTGS) including receipts towards membership fees, maintenance charges, subscription charges, if any, etc.

6.8.4 Other than petty expenses, not exceeding INR 10,000/-, all payments of the Association shall only be made through bank instruments (e.g. DD/ Pay Order/ Cheques/ Bank Transfers/ RTGS).

6.8.5 To meet petty expenses, the Treasurer shall be empowered to hold a cash imprest of up to a maximum of INR 25,000/- at any given time.

6.8.6 All receipts and payments of the Association shall be entered daily/upon occurrence in the relevant records and signed by the Accountant. Such records shall be reviewed by the Office Bearers on a monthly basis, and signed as a token of such review having been carried out.

6.8.7 Each block shall maintain a Block specific bank account, which shall be jointly operated by the Treasurer and Convenor of the Block Committee.

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6.8.8 Any funds that the Block Committee raises for block specific activities may be collected directly by the Block and credited to the Block bank account, or collected along with the Maintenance Charges whereupon the Executive Committee shall transfer such funds to block specific accounts to the extent of such collection.

6.9 Ad-hoc Charges

6.9.1 The amount accruing from any charge which is imposed, with the approval of the General Body, for a specified purpose (eg Road Repair fund) shall be allocated to the Block Committee to the extent that it is collected from owners of premises in the Block, if the purpose is to carry out maintenance, repairs etc., of the public assets in that Block. All such amounts which are collected shall be allocated to each Block to the extent of collection from that Block and liabilities will be apportioned accordingly

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Chapter 7 -Records and Accounts

7.1 The Executive Committee, and specifically, the Treasurer, shall be responsible for maintaining proper books of accounts (cash book, ledger etc.) in respect of the Association's financial transactions and ensuring the accuracy of accounts at all times.

7.2 Proper records shall be maintained in respect of all sums of money received and expended by the Association, and in respect of the assets and liabilities of the Association.

7.3 An inventory of fixed assets (Asset Register) shall be maintained, showing date of purchase, cost of purchase and person (name and designation) responsible for its safe custody.

7.4 At least once in every six months, the books of accounts, Asset Register etc. shall be verified and signed by at least two office bearers, authorised by the Executive Committee in this regard.

7.5 The books of account and other records shall be maintained at the registered office of the Association, and shall be open to inspection during business hours by the Registrar General, Registrar, District Registrar or any officer authorized by them and by any member of the Association, after reasonable notice.

7.6 Annual Financial Statements

7.6.1 The Association's annual financial statements, duly audited and signed by the President, Secretary and Treasurer, shall be presented by the Executive Committee at its Annual General Meeting for obtaining the approval of the General Body.

7.6.2 The Annual Financial statements shall include

- i. Balance Sheet
- ii. Income and Expenditure for the year
- iii. Fund Flow statement
- iv. Comparison with Budgeted Receipts and Expenses
- v. Annual Statement explaining the Budget Variances
- vi. Audit Report
- vii. Internal Audit Report
- viii. A statement explaining action taken vis-a-vis adverse audit findings, if any
- ix. Any other information as deemed necessary.

7.7 Audit

7.7.1 The Association shall get its annual accounts audited by an auditor who is a member of the Institute of Chartered Accountants of India, constituted under the Chartered Accountants Act, 1949 and is appointed with the approval of the General Body, at such remuneration as may be determined.

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7.7.2 The auditor shall not be a member of the Executive Committee or family member of any of them.

7.7.3 No Chartered Accountant shall be appointed as the Association's auditor for more than three (3) consecutive years.

7.7.4 The report of the audit conducted by the Chartered Accountant so appointed shall be presented to the Members of Association at the Annual General Meeting, along with a statement of action taken vis a vis adverse Audit findings, if any.

7.8 Internal Audit

7.8.1 A Committee called the **Internal Audit Committee** shall be constituted from amongst the members of the Association.

7.8.2 It shall comprise 3 to 5 members, being residents who volunteer for and possess knowledge and experience relevant to the task and whose names are recommended by the Block Committees. As far as possible, representation of all Blocks shall be ensured.

7.8.3 The Committee shall, every year, conduct an internal audit of all the operations and accounts of the Association and shall present a Report to the Members of the Association which shall be tabled at the Annual General Meeting, along with the report of the external auditors.

7.8.4 The Internal Audit Committee shall have a term of three (3) years, which may be extended by two (2) years by the General Body.

7.9 Internal Controls

7.9.1 In consultation with residents who possess knowledge, qualification and experience relevant to the task as recommended by the Block Committees, the Executive Committee shall draft internal control procedures for:

- i. Purchases and Procurement, including the procedure for tendering for and awarding works contracts
- ii. Hiring of NRWA staff
- iii. Raising Bills
- iv. Recording of expenses
- v. Maintenance of stores
- vi. Asset Register
- vii. Any other, as required

7.9.2The procedures for internal controls shall be scrupulously adhered to by the Executive Committee and shall be placed before the General Body in the next meeting that takes place after the coming into effect of these Byelaws.

7.10 Surplus/ Deficit

7.10.1Any surplus of income over expenditure of the Association shall not be distributed or transferred, directly or indirectly, by way of dividends, bonus, profits, or in any manner whatsoever to or amongst its members.

7.10.2Subject to the approval of the General Body, the Executive Committee shall transfer to the Corpus Fund such portion of the surplus as may be determined.

7.10.3The balance amount, after any such transfer, may be retained by the Executive Committee to meet future exigencies. In case of deficit in a particular year, the Association may utilize the surplus available of an earlier year or seek additional contributions from its members.

7.10.4 The Executive Committee is empowered to invest any surplus funds in accordance with the HRSS Act or any other applicable laws and these Bye-laws.

7.10.5 The Association shall, however, refund any surplus contribution received from its members for specific projects, which remain utilized for any reason.

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Chapter 8 - Maintenance Charges

8.1 For maintaining Nirvana Country's public areas, such as, parks, internal roads, and green belt, and physical assets, such as, DG sets, transmission panels, STP pipeline, underground water storage tanks, potable water supply pipes, etc. and for providing such services as security, power backup, collection of household waste and in situ processing of wet waste, cleaning of roads, etc., the amount charged by the Association to owners of residential and commercial Premises in Nirvana Country shall be called Common Area Maintenance & Services (CAMS) charge.

8.1.1A complete list of the public areas and physical assets of the Association, and the facilities/services provided by the Association, as on date is contained in Annexure 4. These may be reviewed and updated/revised/modified by a Special Resolution of the General Body.

8.2 A quarterly (or such other period as may be approved by the General Body) invoice for CAMS and other charges, such as, Reimbursement of Diesel cost, Utility charges (water, sewer, common use electricity), **collectively called Maintenance charges**, shall be issued by NRWA and delivered to owners via e mail and/or by post, at their known addresses. Owners who opt out shall not be sent the invoice by post.

8.3 The amount of Maintenance Charges indicated in said invoice shall be paid before the last date for payment. Delayed payment of maintenance charges shall invite imposition of compounded quarterly interest 12% at monthly rests (or any other rate approved by the General Body).

8.4 Non-payment of maintenance charges for two consecutive quarters shall have the following consequences for the **Defaulter**:

- i. The name of the owner/resident shall be included in the list of Defaulters, which list shall be displayed on the NRWA Notice Board and the NRWA website, and shall be shared via e-mail with all residents, after the end of every quarter and financial year or before, as deemed fit.
- ii. The following services shall be withdrawn on the day succeeding the last date for payment of CAMS charges: DG power backup and Helpdesk services
- iii. The Entry Passes of all domestic help, including, driver, gardener, cook etc., shall be canceled, and the villa owner shall escort the domestic help from the entry gate each time that such domestic help enters.
- iv. Entry Passes shall not be issued to painters, carpenters, masons, and other tradesmen who may be engaged by such owner to carry out any jobs at his/her residence and s/he shall be required to escort them to/from the Entry Gate.

8.5 An owner who does not pay maintenance charges for three or more consecutive quarters shall be categorized as a **Chronic Defaulter**. The following action (in addition to Clause 8.4 above) shall be taken by NRWA in respect of Chronic Defaulters:

- i. A Notice shall be sent to the defaulter, informing him that a suit for recovery shall be filed in a competent court if he does not clear the dues within a period of 30 days.
- ii. Upon the expiry of said period, if dues have not been paid, NRWA shall proceed to expeditiously file a suit for recovery.

8.5.1 In order to effectively pursue its case, NRWA shall consult with residents who are reputed lawyers and upon their recommendation, draw up a panel of 3 lawyers who have a reputation for honesty and have had success in similar cases. The suits for recovery of outstanding dues shall be filed and pursued by any one of these lawyers. The President NRWA will ensure that the performance of lawyers on panel are reviewed every 6 months and appropriate corrective follow up action is taken

8.6 In respect of owners whose whereabouts are not known to NRWA, the following measures shall be taken within one (1) month of the coming into effect of these Bye-laws:

- i. A serially numbered list shall be drawn up of all Premises (residential and commercial) within Nirvana, wherein S. No. 1 shall be AG 1, followed sequentially by all the numbered Premises in Aspen Greens, then the unnumbered plots (if any) and so on for Birch Court, Cedar Crest, Deerwood Chase and Espace.
- ii. In case any Premises later undergoes a change and is split up into multiple units with different owners, then each such owner shall be tagged under the same Serial Number as (a) or (b) or (c) and so on, for purposes of this database.
- iii. Against each S No., the name of the owner, his/her last known permanent address, and current status of payment of maintenance dues shall be noted.
- iv. Chronic Defaulters may be assumed to be either not residing at the known permanent address, or knowingly ignoring NRWA invoices. NRWA shall engage a lawyer to ascertain the facts by running the known details through Land Revenue records, MCG's property tax database etc.
- v. Once the correct address has been obtained, and contact established with the owner, the process set out in Clause 8.5 above shall be followed.

8.7 The payment of interest on dues paid after the due date deters future default and reduces the moral hazard involved in such conduct. Waiver of interest serves to defeat both objectives and signals to the community that timely payment of dues is not an imperative component of the owner's relationship with NRWA. Therefore, under no circumstance shall any amount payable to NRWA, including interest on account of late payment, be waived by NRWA, **except on a case-to-case basis, with the approval of the General Body, obtained via Special Resolution.**

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8.8 When a Chronic Defaulter seeks to obtain a No Objection Certificate (NOC) from NRWA in order to begin construction at any Premises he owns, his application shall only be considered once he has cleared all dues in full. For removal of doubt, it is clarified that the entire amount due from such person shall be recovered by NRWA and no part of the amount can, under any circumstances or for any reason, be waived.

8.9 Further, outstanding dues (including interest on late payment) and the recovery of such outstanding amounts shall be separately recorded in the books of accounts, which shall also contain an ageing report of the outstanding dues.

8.10 The Executive Committee shall maintain a register in respect of every Member in both electronic and physical form, containing particulars of the amount due from the Member (in respect of maintenance charges, utility bills, user charges, or any other demand), payments made, and balances towards or against the Member and/or the Association, as the case may be.

8.11 The amount payable on account of interest, if any, shall be separately mentioned.

8.12 Copies of the accounts so maintained shall be made available to the Member concerned on demand.

8.13 The amount attributable to the recovery of CAM outstanding except what is due as Unitech arrears and as membership subscriptions due as on 31.3.2021 shall be apportioned to the Blocks in the same proportion as the billable area as on 31.3.2021

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Chapter 9 -Standing Committees, Ad-Hoc Committees

9.1 The Executive Committee and the Block Committees shall be aided in the discharge of their functions and duties by the following Standing Committees, in addition to the Committees mentioned elsewhere in these Bye-laws:

- i. Security Committee
- ii. Construction Committee
- iii. Parking Committee
- iv. Horticulture Committee
- v. Internal Audit Committee
- vi. SWM Committee

9.2 Each of these Committees shall comprise residents who volunteer for the task and possess knowledge and experience relevant to the subject.

9.3 The Standing Committee shall be responsible for the day to day monitoring of the service levels in its domain, devising procedures/checks and balances/reports etc., troubleshooting, and making recommendations to the Executive Committee and Block Committees.

9.4 The Executive Committee shall consult these Committees while tendering for and while awarding the contract for maintenance of physical assets and provision of services to the residents of Nirvana Country.

9.5 The Standing Committees, in turn, shall be guided by the subject - specific policies/rules laid out in the Bye-laws, and may, if required, invite domain experts who are not residents of Nirvana to provide inputs.

9.6 The Executive Committee and/or Block Committees may constitute Ad-Hoc Committees to look into proposals/projects that the larger community wishes to pursue. The provisions of the preceding paragraphs shall apply to such Committees.

9.7 There shall be a Bye-laws Review Committee which shall be responsible for carrying out an annual review of the Bye-laws so as to ensure that amendments in applicable laws, executive orders etc., are not inadvertently overlooked, and that the Bye-laws comply with the law and also reflect the aspirations of the community.

CHAPTER 10 - ETHICS COMMITTEE

10.1 There shall be an **Ethics Committee** to which residents shall refer their grievances against the Executive Committee and/or Block Committees, the objective of such Committee being to resolve grievances/ complaints within the community and prevent their escalation to the District Registrar, courts, quasi judicial authorities, police etc.

10.2 A grievance may be broadly defined as any matter in which a resident has requested the Executive Committee or Block Committee for specific action or information or clarification or access to records but has either not received a response or has been given an inadequate response.

10.3 The Committee shall thereupon inquire into the matter, and during the course of such inquiry, the Executive Committee, or the Block Committee, as the case may be, shall extend its complete cooperation.

10.4 Having heard both the aggrieved member and the respondent, and having examined all the relevant documents, the Committee shall issue a speaking order, containing such direction as it deems appropriate in the facts and circumstances of the case.

10.5 The order shall be issued no later than four (4) weeks from the date on which a matter is referred to it. If the order is not complied with by the Executive Committee (or the Block Committee), the Ethics Committee shall request the Executive Committee to convene a Special GBM and place the matter before the General Body for its consideration.

10.6 The Ethics Committee shall be drawn from a 15 member panel of residents, who possess an impeccable reputation within the community and domain knowledge/experience in any of the following fields: Law, Finance, Administration, Horticulture, Construction, Security, Solid waste Management, Social Work etc. As far as possible, representation of retired defence personnel and women shall be encouraged.

10.7 Whenever a matter needs to be considered by the Ethics Committee, any 3 to 5 members of the panel who possess knowledge and experience relevant to the subject at hand shall comprise the Ethics Committee with reference to that matter. Provided that a member of the panel who is also a member of any related NRWA Committee or Task Force shall not deal with a matter that falls within the domain of that Committee or Task Force.

10.8 Nominations to the panel referred to in Clause 10.9 shall be invited from residents, and the panel so constituted shall be ratified in the first GBM held thereafter.

10.9 In the event that a resident(s)' nomination is objected to by another resident, the latter shall be asked to place before the panel any material that (s)/he has in support of his contention and the panel shall then take the final decision in the matter.

10.10 Casual vacancies may be filled up by the members of the panel, or nominations invited from the community, with each such filled position being ratified at the next GBM.

10.11 All records pertaining to the matters inquired into by the Committee and its findings and recommendations thereon shall be stored in NRWA's central repository of digital records and, upon receipt of a written request, be made available for inspection by Permanent members.

10.12 As soon as the Ethics Committee is constituted, all cases filed by residents of Nirvana Country against the NRWA in all fora (including the courts) shall be referred to the Committee, which shall inquire into these matters and make good faith attempts to mediate between the parties concerned with a view to arrive at an amicable settlement and withdrawal of the cases.

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Chapter 11 -Digitization of NRWA records and IT/web enabling NRWA Processes and Services

11.1 Within 9 months of the coming into effect of these Bye-laws, all NRWA records that are currently held/stored in physical form shall be digitized.

11.2 The digital records shall be stored in a secure repository to which role-based access shall be defined and provided, in consultation with *resident* domain experts who volunteer for the task. Such resident domain experts, 4 to 5 in number, shall comprise the IT Committee which shall, inter-alia, ensure that the proposed solutions for the digitization of records and IT/web enabling of NRWA processes and services are compliant with the requirements of the relevant laws regarding data security and privacy and are user friendly, scalable and as far as possible, available off the shelf.

11.3 Clear rules in this regard shall be prescribed, and placed before the GBM for obtaining its approval.

11.4 NRWA records shall include:

i) documents, maps, drawings, correspondence, licenses, permissions, registrations, certificates etc. handed over by the developer, Unitech, to NRWA;

ii) all correspondence, licenses, permissions, registrations, certificates, notices, orders, judgment's, etc. between NRWA and MCG, GMDA, DHBVN, DTCP, Registrar of Societies, police authorities, courts, Income Tax authorities, GST authorities, any other government agency/authority;

iii) all complaints, grievances etc. addressed by residents, and all requests for information made under the RTI Act, 2005;

iv) Minutes of all meetings of the General Body and the Executive Committee and any other Task Force set up for a specific purpose;

v) All Audit Reports, Annual Reports, Income Tax returns, GST returns, and other statutory reports;

vi) All contracts for facility management, provision of telecommunications services, CCTV's etc.;

vii) All orders, instructions, etc issued by NRWA, whether with GBM and/or EC approval;

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viii) Audio video recordings of all meetings of the General Body; and

ix) Any other documents that may be listed by the Task Force referred to in Clause 11.3.

11.5 The records referred to in Clause 11.4 above shall be updated at a frequency prescribed by the IT Committee, and the President shall record the fact of updation on the NRWA website.

11.6 Further, within the time period recommended by the IT Committee, the following processes shall be completely IT enabled, such that the necessity of visiting the NRWA office and/or submitting physical copies of documents is completely obviated

- i. Obtaining membership of NRWA
- ii. Updating of Membership Register
- iii. Registering complaints about plumbing, electricity, horticulture, security, and other services/facilities provided by NRWA
- iv. Obtaining information under the RTI Act
- v. Registering grievances with the Ethics Committee
- vi. Issue of NOC prior to commencement of construction/renovation
- vii. Purchase of entry tickets for community celebrations

11.7 Within 3 months of the coming into effect of these Bye laws, the Internal Audit Committee and the IT Taskforce shall identify an appropriate budgeting software so that Block level Budgets/Statements can be easily and efficiently (i) shared with members of the Block General Body, and (ii) consolidated into an NRWA budget/Annual Statement of Account. Thereafter, Budgets/ Statements of Accounts shall only be prepared by employing the said software.

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Chapter 12 -NRWA Office

12.1 NRWA may engage such staff as is considered necessary to ensure that its aims and objectives are met, the Executive Committees and Block Committees efficiently discharge their duties and responsibilities, and there is complete transparency in the relationship between NRWA and the governing bodies on the one hand and the residents on the other.

12.2 With a view to increasing the effectiveness of service, in a cost effective manner, at the minimum there shall be at all times the following staff to aid and assist the Executive Committee and Block Committees:

- Estate Manager
- Operations Manager
- Accountant
- Office Executive

Over and above these roles, NRWA may look to add the following roles as and when there is a need for the same:

- Technical Manager
- CRM Executive
- Helpdesk Executives

12.3 The duties and responsibilities of the NRWA staff shall be as follows:

12.3.1 Estate Manager

- Deal with resident concerns and requests on timely basis to ensure resident satisfaction with management. Be the first point of contact for residents on matters to do with membership, NRWA dues, inspection of documents/records etc.
- Prepare and/or implement effective service delivery procedures and systems within NRWA guidelines to ensure orderly, efficient workflow including id cards for part timers, gate pass etc.
- Prepare plan and budgets for Nirvana development & maintenance & ensure work done as per plan and budget and generate periodic MIS reports as required by the NRWA.
- Manage proper maintenance of accounts to ensure appropriate billing for CAM

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and other charges. Responsible for providing statement of accounts related to Payment details, reconciliation for all of Maintenance and Electricity for the preparation of monthly bills to residents

- Ensure effective documentation, updating and storage of all NRWA records and correspondence relating to contracts, government liaison, legal cases, meetings, decisions, ECM/GBM etc., and make them available for inspection by members as per provisions of Bye laws
- Ensures 100% statutory compliance by contractors; Follow through on all complaints & suits brought against NRWA.
- Liaise and maintain a working relationship with DC's office, Municipal Councilor, local Police Station and other offices of local administration or any such agencies/body as may be required
- Liaise and maintain a working relationship with Unitech, and with RWA's in the neighborhood, such as North Close, South Close, Fresco etc.
- Overall supervision of the purchasing and inventory activity including review of the purchase orders and contracts for compliance with policies laid down in this regard.
- Ensure efficiency of office staff through ongoing training, instruction, counseling and leadership. Implement safe work practices and ensure that team members/ vendors meet all safety guidelines/ requirements;
- Administer action plans consistently, and on a timely basis with performance problems. Document appropriately & communicate as per agreed schedules. Ensure performance of help desk
- Plan weekly/daily staff schedules and assignments.

12.3.2 Technical Manager

- To create and execute maintenance plan for technical upkeep activities of all equipment and facilities installed or made available in Nirvana Country.
- To monitor/coordinate the day to day as well as scheduled work to do with the operation, maintenance and repair/replacement of the following:
 - Potable water storage, pumping and distribution systems and fire hydrants

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- DG sets, Diesel stock keeping
 - Transformers, Power distribution panels, Cables etc
 - Pressure pumps and pipelines bringing STP water to Nirvana Country
 - Boom Barriers
 - CCTVs
 - Street Lights
 - Parks- Fixture, street furniture in parks including benches, swings, walkways etc.
 - Trench Maintenance
 - Scrap Disposal
 - Maintaining list of stores
-
- Administer action plans consistently, and on a timely basis.
 - Create and circulate periodic reports per work stream as required.
 - Manage Downtime/ Breakdowns Supervise the logbooks, checklists, and schedules of NRWA equipment
 - Be responsible to ensure all equipment / facilities are in working and safe condition and maintained as per OEM / BIS specifications.
 - Ensure the stocking of supplies and materials in their area of operations and maintain updated inventory databases and initiate reorder as required
 - Maintains knowledge of trends, prices, buyers, and delivery conditions to anticipate future material availability and raise purchase orders as per laid down norms in this regard
 - Plan weekly/daily staff schedules and assignments.

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12.3.3 Accountant

- Assist in all accounting and bookkeeping related to the accounts of the NRWA, and maintains a track of such Accounts in the relevant Software and update all accounts related to receipts and expenditure on a routine basis.
 - Process timely payments of vendors, travel and other claims of staff, and coordinate with vendors, outsourced maintenance agency and NRWA staff.
 - Keep track of all project contracts, purchase orders and related payments.
 - Assist in preparation of documents for contracting and procurement of goods and services, including maintenance and physical verification of assets.
 - Within the assigned area of responsibility, draft letters/ correspondences, audit replies, etc.
 - Prepare and submit expenditure and budget status reports.
 - Monitor project activities, budget and financial expenditures and maintain a proper record of approved budgets and their revisions.
 - Follow-up on timely disbursements.
 - Account for and prepare the receipts from members as well as non-members and keep the statement of receivables at regular intervals.
 - Keep custody of bank records, preparation and signature of vouchers and cheques by authorized office bearers of NRWA.
 - Maintain up to date Bank reconciliation statements and liaison with banks on a regular basis.
 - Keep close coordination with Auditors as well as outsourced CA services.
 - Compliance with tax requirements, GST, TDS and other related work in close coordination with outsourced CA services as mentioned above.
 - Preparation of MIS for NRWA officials as well as Governing Body on a case-to-case basis as required.
- Liaison with Government Authorities related to Taxation, Accounts and Audit.

12.3.4 Operations Manager

- To manage and supervise day-to-day operations, and manage liaison with various authorities and vendor(s) responsible for upkeep of facilities at Nirvana Country. This is to include:
 - DHBVN
 - GMDA
 - MCG
 - DTCP
 - Local Police Station
 - Other units of local administration and government agencies as required.
 - Vendors for SWM, housekeeping, Horticulture, Pest Control, Wildlife Control, Security and other services as may be required.
- Ensure projects are planned and executed within time and budgets allocated for the same.
- Ensure all operations verticals have robust MIS and reporting processes in place.
- Prioritize work as per the management instructions, follow the SLA & escalation process

- Ensure resident complaints are attended on time by technicians, tickets are closed within SLA
- Responsible for Incident report and detailed report as and when required
- Ensure the stocking of supplies and materials in their area of operations and maintain updated inventory databases and initiate reorder as required
- Maintains knowledge of trends, prices, buyers, and delivery conditions to anticipate future material availability and raise purchase orders as per laid down norms in this regard
- Ensure efficiency of maintenance staff through ongoing training, instruction, counseling and leadership.
- Implement safe work practices and ensure that team members/ vendors meet all safety guidelines/ requirements

Plan weekly/daily staff schedules and assignments

12.3.5 CRM Executive

- Responsible to maintain resident satisfaction by providing the best customer service to the residents over the calls/emails.
- Follow up with residents on payment of CAM on time and maintaining a record of all calling and actions taken
- Maintenance of up-to-date Resident data including ownership changes and tenant management
- Responsible for all records and processes related to
 - Domestic Help Pass Preparation,
 - Labor Pass Preparation,
- Maintenance of all documentation and file management in office
- Preparation of MIS for NRWA officials as well as Governing Body on a case-to-case basis as required.
- Supervise the work of Helpdesk Executives and manages escalations
- Responsible for the task assigned and meeting timelines.

12.3.6 Helpdesk Executives – 2 nos.

- Responsible for complaints management and help desk operations including
 - recording of calls,
 - initiating appropriate action,
 - follow ups for closure,
 - maintenance of records,
 - generating of MIS, and
 - reporting as required
- Responsible to maintain resident satisfaction by providing the best helpdesk service to the residents over the calls/emails as per defined timelines.



12.3.7 Office Executive


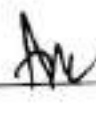
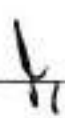

- Helping in chores at office
- Assisting in filing of office
- Runner for delivery of mails to local Govt. Office etc.
- Responsible for the task assigned and meeting timelines.
- Responsible for all records and processes related to
 - Domestic Help Pass Preparation,
 - Labor Pass Preparation

12.4 As far as possible, NRWA shall engage as Estate Manager a person who is keen to learn, energetic and possesses excellent oral and written communication skills since a large part of his work involves liaising with different organizations. Also, he must demonstrate proper knowledge of NRWA Bye-laws and the Acts, rules and regulations that are applicable in his/her areas of work.

12.5 The telephone numbers/email id/mobile app provided by the Facilities Manager to residents to lodge complaints shall be the first point of contact for residents and a serially numbered Complaint ID shall be generated in respect of each complaint.

12.5.1 If the complaint is not satisfactorily disposed of, it shall be escalated as per the Escalation Matrix within the Facilities Manager's organization, and thereafter to the Estate Manager and lastly, to the members of the Executive Committee, as per their specific charge within the Committee.

12.5.2 The Escalation Matrix shall be prominently displayed in the NRWA office, NRWA website and appended below the signature line of the NRWA email address.

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Chapter 13-Public Information Officer

13.1 In compliance with the Order dated May 2nd, 2019 of the Punjab & Haryana High Court, declaring that RWAs must be fully compliant with the provisions of the RTI Act, 2005 (as amended), a Public Information Officer(PIO) shall be appointed with the approval of the General Body.

13.1.1 PIO shall be a Member of the General Body and as far as possible, shall be a person who has previous experience relevant to the role and functions of a PIO under the RTI Act. No remuneration shall be payable to the PIO.

13.1.2 The period for which a PIO is appointed shall ordinarily be 3 years but may be extended by 2 years by the General Body.

13.2 All information/documents/returns/registers which are required by the HRRS Act, 2012 to be made available or submitted by the RWA to the Registrar of Societies shall constitute information, which can be demanded by and shall be made available to a resident.

13.3 Further, in compliance with the letter No. GGN/DIC/DRI/24 dated 10.01.2014 of the District Registrar (& State Information Officer), information relating to all other proceedings/working of the Association can also be demanded by a resident and shall be made available by the PIO.

13.4 It shall not be the responsibility of the PIO to compile information if it is not maintained or available in the form in which it is sought.

13.5 If the information sought is voluminous, then the applicant may be charged such amount as is required to defray the cost incurred by NRWA.

13.6 If the PIO does not reply to the request for information or if an applicant is dissatisfied with the reply of the PIO, he may appeal to the Ethics Committee.

13.7 All applications, whether to the PIO or to the Ethics Committee, shall be disposed of within 30 days of receipt and after making available to the applicant (and also the PIO, where the matter is before the Ethics Committee) an opportunity to be heard.

13.8 If the PIO does not comply with the directions of the Ethics Committee, the applicant may refer the matter to the District Registrar/State Information Officer along with a copy of the findings of the Ethics Committee, for action as deemed fit.

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Chapter 14- Rules of Conduct

14.1 The residents of Nirvana Country shall, at all times, comply with the rules of conduct contained in the following Clauses and in sub chapters 14.1 to 14.8. Membership of NRWA is contingent upon the owner/resident affirming that (s)/he unconditionally subscribes to the aims & objects of NRWA, shall contribute towards attainment of the same, and shall abide by its Bye-laws, as applicable and amended from time to time.

14.2 The rules of conduct may be amended by the General Body, through Special Resolution, as and when the need arises.

14.3 Failure to comply with the rules of conduct shall result in the imposition of any or all of the penalties that are provided for in the relevant provisions of the Byelaws. Prior to the imposition of penalty, every attempt shall be made by the Block Committee to persuade the resident to take remedial action. If such efforts do not yield results, the offending act shall be reported to the Executive Committee for imposition of penalty.

14.4 Where an act of omission or commission results also in the violation of the relevant laws, rules, regulations and orders of the Central or State or local government or judicial or quasi judicial authorities, such act of omission or commission shall be reported, within 7 days of its being brought to the knowledge of the Executive Committee, to the government agency charged with the responsibility of enforcement. For such purpose, the letter as contained in Annexure 6 shall be used by the Executive Committee, which shall also pursue the matter and ensure that necessary action is taken by the government body concerned.

14.5 Residents shall ensure that:

- they comply with all rules/guidelines/policies enacted from time to time, in advancement of the aims and objectives of the Association.
- their Premises are not used for any unlawful, illegal, or immoral activity.
- they maintain civility at all times in their interactions with other residents, including while communicating through emails.
- any sound caused in or emanating from their Premises from any source, including by use of musical instruments, radios, television, amplifiers, and any other devices, is contained within their Premises such that other residents are not disturbed.

14.6 Consumption of alcohol or any intoxicants by the residents, their guests, and domestic staff in the Public Areas is strictly prohibited.

14.7 No owner/resident shall use, or permit the use of, their Premises for any commercial/quasi commercial activity, including, guest house/hotel/motel, medical/dental clinic, advertisement office, taxi/car rental agency, yoga classes, music or dance classes, or any such activity which involves entry of outsiders on a regular basis for

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professional/commercial purposes, the exceptions being non-nuisance resulting/creating professional consultancy services to the extent and in the manner permitted by the Haryana Building Code, 2017 and other related law/rules/regulations.

14.8 Residents shall get their domestic staff, such as, drivers, cleaners, cooks, dog walkers, and all other domestic help, whether engaged part time or live in ("Domestic Staff") registered with the local police and shall submit a copy of the registration document to the NRWA office. This function shall be undertaken in collaboration with the NRWA office.

14.8.1 Entry into Nirvana Country may be denied to Domestic Staff not so verified.

14.8.2 Each Resident shall provide to the NRWA office the names and other particulars of his/her Domestic Staff. The office shall issue identity cards that must be carried by the Domestic Staff while inside the residential part of Nirvana Country.

14.8.3 On termination of the employment of any member of their Domestic Staff, the resident shall forthwith inform the NRWA office who will ensure appropriate amendments to the identity card and other relevant records of the domestic staff.

14.8.4 Residents shall ensure that their Domestic Staff do not make use of any Public Area for their recreation, nor assemble in a manner that causes nuisance to the residents.

14.8.5 Any employee of a vendor who has access to the residential part of Nirvana Country, especially, security guards, shall also require prior police verification.

14.9 Every owner of a Premises shall, before letting out his/her Premises, ensure the following:

- a proper verification of the prospective tenant and submission of a copy of the Police Verification Report to NRWA within one month of the tenant occupying the premises;
- a declaration from the prospective tenant that he shall abide by these Bye-laws and the various policies/guidelines issued here-under, make timely payment of NRWA dues (if the lease/rent agreement provides for payment by tenant), not put the Premises to commercial use and vacate the Premises on date/time as per agreement with owner;
- the lease agreement contains specific clauses regarding the aforesaid obligations of the tenant;
- A copy of the lease agreement is submitted in the NRWA Office before the tenant shifts into the premises

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14.9.1 Every owner of a Premises shall, before handing over the possession of his Premises to a tenant, provide all such details of the tenant to the Association as may reasonably be asked of by the Association.

14.9.2 A tenant shall have to take written permission of the Secretary prior to vacating the Premises and leaving Nirvana. The Secretary shall grant permission once dues, if any, to the Association have been cleared.

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Chapter 14.1 - Construction/Renovation of Premises

The prescriptions/prohibitions laid down in the paragraphs below are guided by the following general principles:

- Construction as per sanctioned plan, with prior approval of NRWA
- Maintain peace, prevent public nuisance
- Prevent air and noise pollution
- Prevent damage to surrounding buildings
- Prevent encroachment upon public areas
- Prevent road damage

14.1.1. What is construction, demolition, site

"Construction" means the process of erecting a building or other structure and includes alteration.

"Demolition" means breaking down or tearing down buildings and other structures either manually or using mechanical force (by various equipment).

"Construction and demolition waste" means the waste comprising of building materials, debris and rubble resulting from construction, re-modeling, repair and demolition of any building or other structure.

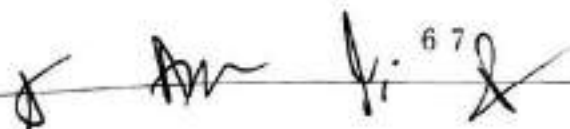
"Site" means the Premises at which demolition and/or construction is carried out.

14.1.2 Prior Approval of NRWA

14.1.2.1 Before the commencement of construction/demolition at a site, the resident/owner shall submit to NRWA a copy of the building plan sanctioned by the District Town Planner/State Town Planner, or any other relevant plans even if the changes do not require District Town Planner's approval.

14.1.2.2 The plan will be scrutinized in order to ascertain (1) that it provides for parking as per the requirements of the Haryana Building Code, 2017 and (2) its impact, if any, on neighboring buildings.

14.1.2.3 Building/demolition can commence at the site only when the NRWA has issued a No Objection Certificate (Annexure 5).

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14.1.2.4 A refundable Security Deposit of Rs. 25,000/- for Renovation, and Rs. 50,000/- (Residential site) and Rs 2,00,000/- (Commercial site) for construction shall be deposited with the NRWA at the time of obtaining the NOC. The Security Deposit may be adjusted against any cost incurred by NRWA to make good any damage to public areas resulting from the construction/renovation, in which event, the NRWA shall be entitled to demand additional payment of security to cover the balance.

14.1.3 Prevention of encroachment upon public areas

14.1.3.1 The plot line lies behind or within the utility/storm water trenches. The area beyond the line where the trenches begin is public area. Covering of trenches - only to be permitted for ramps in case of stilt floor parking or driveway in independent units, if floor level is higher than the road level

- a) The trench cover concrete blocks to be retained as it is
- b) Ramp to be constructed without support on the trench covers (RCC slab supported at the beginning and end)
- c) Access to trench to be left in the ramp for maintenance by manhole cover or any other means allowing convenient access for humans (not less than 2'x2'. For plots more than 12m wide, 2 such access would be required for ease of maintenance). Any covering that needs to be removed to access the trench will be done at the house owners cost. Any repairs required to make good any such breaking will also required to be done by the house owner/owners at their own cost.

14.1.3.2 The area beyond the trenches and towards the roads, including the area that lies immediately adjacent to the trenches and is planted with trees and/or shrubs, shall not be built upon or covered in any manner, being an integral part of the green areas created by the licensed developer of Nirvana Country.

14.1.3.3 Encroachment upon public areas is an offence under the MCG Act, 1994 and any such act shall be reported to the competent authority for appropriate action under the Act.

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14.1.4 Parking

14.1.4.1 As per various judicial orders, parking of vehicles on roads and other public areas that has the effect of impeding the flow of vehicular traffic, restricting access to Emergency vehicles (Ambulance, Fire Tender, etc.) and hampering the use of the roads by pedestrians is strictly prohibited. All Premises in Nirvana shall therefore have adequate provision for parking vehicles within the boundary of the Premises *as per the requirement of the applicable law.*

14.1.4.2 The two - car parking bays which have been provided in Villas in Nirvana shall not be built upon or otherwise converted to another use.

14.1.4.3 Where a new building is being constructed, the provision made in the approved plan for parking of vehicles shall be scrupulously adhered to.


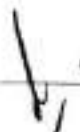

14.1.4.4 Wherever the approved building plan, submitted to NRWA, provides for stilt parking, it shall not be covered and used for any purpose other than the intended purpose.

14.1.4.5 Wherever the approved building plan, submitted to NRWA, provides for open parking, it shall be so constructed and used.

14.1.5 Prevention of air pollution

As prescribed from time to time by the National Green Tribunal, the following measures shall be taken by the owner in order to prevent/lower air pollution associated with construction activities:

- The site must be covered from all sides with tin sheets or appropriate material to protect neighbors from hazardous materials, dust, spillover of construction materials and infringement of their privacy.
- The scaffolding shall be covered by tarpaulin.
- Construction material, including sand, shall be fully covered so that it does not disperse, and stored so as not to occupy or obstruct any part of public areas and ,not to obstruct storm water and/or rain water harvesting channels.
- To control dust emissions from the construction site, the use of wet-jet for grinding and stone cutting is mandatory.
- Construction and demolition waste must be collected , stored and disposed of in the manner prescribed by the Municipal Corporation of Gurugram

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14.1.6 Prevention of noise pollution

No work involving pounding, hammering, cutting of stones, grinding etc. which results in the emission of loud noise may be carried out at any time on a Saturday, Sunday or public holiday, and after 6 pm on any other day.

14.1.7 Prevention of damage to surrounding buildings

14.1.7.1 In order to minimize the impact on adjoining buildings, the use of JCBs or other heavy earth moving equipment for demolition of buildings/other structures is permitted only to the extent where the possibility of damage to the existing adjoining buildings does not arise. Any such damage due to such demolition/use of machines etc. will need to be made good by the contractor/owner of the erring property. All demolition nearer to the existing buildings shall be carried out using manual labour or with the help of equipment other than JCB/heavy earth moving equipment.

14.1.8. Prevention of Public Nuisance

14.1.8.1 No resident/owner shall carry or allow to be carried out at his/her Premises any construction, renovation, or other building activity that disturbs the general peace and quiet, and/or causes disturbance to the residents in proximity to the Premises.

14.1.8.2 No building activity shall be carried out at any site before 8 am and after 7 pm on any day, on Sundays, National Holidays or at any other time that may be announced by NRWA.

14.1.8.3 The owner shall ensure that adequate sanitation facilities are provided at the site, and that no person working or supervising work at the site, or children who may accompany them, loiter in public areas or urinate/defecate in public areas.

14.1.8.4 Only one person is permitted to stay overnight at the site for the purpose of security/supervision of the site. It shall be ensured by the owner that such persons do not disturb peace in the neighbourhood or cause any public nuisance.

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14.1.9 Water conservation & Rainwater harvesting

14.1.9.1 The use of ground water and potable water for Construction/Demolition having been prohibited by law and by the National Green Tribunal, the owner shall make provision for bringing STP water to the site. Details of such arrangements shall be communicated to the NRWA at the time of submitting the building plans.

14.1.9.2 Potable water shall not be supplied by NRWA to a construction site, and it shall be the responsibility of the owner to make provisions for such quantity of potable water as is required by workers/supervisors etc.

Where a building is to be demolished before construction begins, the supply of potable water shall be disconnected and the connection shall be restored only when the demolition and subsequent construction have been completed and Labour Passes surrendered to NRWA Office.

14.1.9.3 The owner must ensure that at the time of construction/alteration, the connection of the building's rain water drainage with the community rain-water harvesting channels/structures is done in coordination with the NRWA team so that no damage is caused to the latter. Further, it shall be ensured that non-rainwater channels are not connected, under any circumstances, with the community rainwater harvesting channels/structures.

14.1.10 Damage

If, during demolition/construction, any damage is caused to a public area or public asset or a villa/building in Nirvana, then the owner/resident carrying out such demolition/construction shall make good to NRWA (in the case of damage of public area or public asset) and the owner of the damaged villa/house, as the case maybe, the cost of repairs/restoration.

14.1.11 Entry of vehicles, materials, workers

14.1.11.1 Only persons who have been issued Entry Passes shall be permitted to enter Nirvana Country to work at and supervise work at any site.

14.1.11.2 Vehicles carrying Construction Material will be allowed entry only between 9:00 am to 6:00 pm , from Monday to Saturday, and must exit the premises by 9 pm . The movement of heavy vehicles is not permitted at any other time.

14.1.11.3 The entry of vehicles with 10-Tyres or more is prohibited.

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14.1.12 Construction Committee & Penalty

14.1.12.1 There shall be a Construction Committee in each Block, comprising 4 or 5 residents. As far as possible, a resident who is an Architect shall be a member of the Committee. The Block resident who is a member of the Security Committee shall also be a member of the Construction Committee.

Scrutiny of the building plan submitted by the owner shall be carried out to confirm that the building does not encroach upon public areas (including the utility trenches), has adequate provision for parking of vehicles (whether open or stilt parking) as per the requirements of the Haryana Building Code, 2017 or as subsequently amended, proper linkages with the rainwater harvesting system of Nirvana, and poses no threat to adjacent buildings. If any non-compliance with these requirements is seen, the NRWA shall withhold the issue of a No Objection Certificate till remedial action is taken.

14.1.12.2 NRWA shall ensure that 1 or 2 security guards are attached with the Construction Committee and these guards shall patrol the sites where construction is underway. Any deviation from the approved plans or any violation of the bye laws or of statutory requirements, whether detected by the security guards or reported by other residents, shall first be brought to the owner's attention by the Security Supervisor. If a satisfactory outcome is not achieved, the matter shall be escalated to the Construction Committee which may meet with or in any other manner attempt to persuade the owner to take remedial action. Where necessary and in the event of non-cooperation, the Construction Committee shall take the following penal action, through NRWA Office or the Executive Committee:

- Withdraw Entry Passes to site workers and supervisors
- Prohibit entry of vehicles carrying construction materials
- Prohibit entry of large equipment
- Withdraw Entry Passes of domestic help, driver, etc
- Disconnect DG power supply

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- Disconnect supply of potable water if the offence involves use of potable water to carry out alterations etc.
 - In the face of sustained and/or repeated violations, escalate the matter to the DTCP and MCG for appropriate action, including halting construction or making alterations in the building or removing structures that encroach upon public areas.

14.1.13 Directions of Supreme Court/NGT/EAC/Local Bodies

On the subject of construction/demolition, the directions issued by the Supreme Court, NGT etc. shall be circulated by NRWA and these shall be binding upon the owners of the sites at which construction/demolition is being carried out. The NOC issued by NRWA is subject to strict adherence to such directions.

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Chapter 14.2 - Water Resources

- 14.2.1 Potable water being a scarce and precious resource, it shall be the endeavor of all residents to use it prudently.
- 14.2.2 Potable water shall under no circumstances be used for carrying out any activity related to construction/renovation of any Premises within Nirvana Country.
- 14.2.3 Any such instance shall invite appropriate action including cancellation of the Entry Passes of the site labour/supervisors etc., prohibiting the entry of material for said activity, and disconnecting the supply of potable water, in accordance with the directions of the National Green Tribunal and the directions of GMDA on the subject, communicated vide letter No. EIC II 202001(09)/1/2019-SE Infra II Dt. 18.06.2019.
- 14.2.4 The use of potable water for horticulture in Nirvana Country's public areas shall gradually be completely stopped and priority shall be accorded to the task of bringing STP water via pipes to the areas that are currently not served.
- 14.2.5 Residents shall not use piped water to wash automobiles or paved yards nor let piped water run unsupervised in the green belt adjacent to the utility trenches. Any such instance shall be punishable by such penalty as is prescribed by MCG/GMDA from time to time.
- 14.2.6 As far as possible, residents may adopt the use of water saving faucet aerators that are specifically designed to conserve the use of water.
- 14.2.7 Periodic test of the quality of potable water supplied to residents shall be conducted, and the test reports shared with residents, along with an advisory (based upon National Green Tribunal order of May, 2019, banning the use of Reverse Osmosis water purifiers where TDS is 500 mg per litre) regarding the necessity or otherwise of using RO water purification systems.
- 14.2.8 Immediately upon the coming into effect of these Bye-laws, a **Water Resources Conservation Committee** shall be constituted, with 1 representative each from AG, BC, CC, DW and ES, to take stock of the supply of potable water to Nirvana, estimate the quantity available and quantity used (on a monthly basis) and recommend action that is required to be taken to augment said supply, if need be.
- 14.2.9 Within three months of these Bye-laws coming into effect, NRWA shall get a survey carried out of the pipes that supply water, beginning with Aspen Greens, and progressing to other blocks in the order in which they developed, so as to determine points of leakage (on account of corrosion, breakage, etc). Remedial action, including re-laying pipes, shall be taken as quickly as possible with the approval of the General Body.

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14.2.10 Simultaneously, the local authorities (GMDA/MCG) shall be requested to install water flow meters for each villa/house/independent floor, so that potable water is billed as per actual use. The request so made shall be pursued vigorously and as a matter requiring urgent attention, and any logistical challenges or technical difficulties may be resolved by the Committee referred to in Clause 14.2.8 above.

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Chapter 14.3 - Solid Waste Management

14.3.1 In compliance with the SWM Rules, 2016 which require segregation of waste at source and storage of segregated waste in suitable bins, all household waste shall be segregated at source by residents into the following categories:

- Kitchen waste
- Dry, recyclable waste
- Reject waste
- Horticulture waste
- Electronic waste

14.3.2 Detailed guidelines regarding the nature of household waste that falls into each of these categories shall be periodically circulated among residents by the Solid Waste Management Committee.

14.3.3 Household waste, segregated by residents, shall be collected on the designated days, as communicated from time to time by the SWM Committee.

14.3.4 Since SWM Rules, 2016 require segregated waste to be handed over to the waste collector, under no circumstances shall mixed/unsegregated household waste be deposited by any resident. NRWA has a right to:

- I. refuse collection of mixed/unsegregated waste ;
- II. share with the Municipal Corporation of Gurugram any data regarding defaulting and compliant members which is sought in connection with any incentives or disincentives being offered to the residents of Gurgaon on the basis of source segregation;
- III. levy a penalty on the defaulters as and when notified by the Municipal Corporation of Gurgaon.

14.3.5 As far as possible, garbage bags shall not be used. The use of large, reusable bags for dry, recyclable waste and of closed lid buckets (which can be rinsed and cleaned) for kitchen waste is encouraged.

14.3.6 Kitchen waste shall, as before, be composted at the Nirvana Composting Plant.

14.3.7 The composting plant covers an area roughly measuring 500 sq. Yds. in the Nirvana Community Ground. An area measuring 500 sq.Yds., contiguous to the Composting Plant, shall be earmarked for the processing of Horticulture Waste, including dry leaves, grass trimmings, small tree branches etc. This shall be in addition to the earmarked area in the MCGowned plot in Espace.

14.3.8 A manpower complement of 4 workers and 1 Supervisor shall at all times be made available by NRWA to operate and maintain the Composting Plant and the sites for processing Horticulture waste.

14.3.9 NRWA shall make budgetary provision, under a separate subhead, for the maintenance and repair of the sheds, machinery, equipment, potable water supply etc. of the Composting Plant and the site(s) for processing of Horticulture Waste. The amount contributed by residents towards use of NRWA compost over and above the quantity supplied periodically to all residents shall be accounted for under the SWM sub head of the budget and applied only for SWM related items of expenditure.

14.3.10 All matters to do with collection of household waste and horticulture waste, the transport of such waste to the Compost Plant or to the Transit Point, and the operation and maintenance of the Composting Plant and the Horticulture waste sites, shall be decided with the approval of the SWM Committee.

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Waste Segregation Guidelines

Nirvana Country

Please avoid the use of bin liners. Bins can be washed regularly to avoid more plastic filling our city.

 <p>1. Organic/Wet</p>	 <p>2. Dry</p>	 <p>3. Domestic hazardous/Rejects</p>
<p>(Goes to compost plant)</p> <p>Kitchen Waste Vegetable / fruit peels, Egg shells Chicken / fish bones Not fresh fruits / vegetables Tea bags / Coffee grinds, Leaf / partial plates Cooked food / Leftovers (should not be wet, drain water or liquid)</p>  <p>Garden Waste Fallen Leaves / Twigs Pujo flowers / garlands All garden trimmings</p> 	<p>(Can be recycled)</p> <p>Plastic (Must be rinsed if soiled) Plastic covers / bottles / boxes / items Plastic caps Milk / Card packets</p>  <p>Paper Newspaper / Magazines Stationery / Junk mail Cardboard cartons Pizza boxes Tetrapaks</p>  <p>Metal Tin boxes, covers Metal cans</p>  <p>Glass (Handle with care) Unbroken and broken glass, bottles</p>  <p>Other dry waste Rubber / Thermocol Old mops / Duster / sponges Wooden Chips, Coconut shells</p>  <p><small>Broken glass should always be kept in the separate plastic bag and kept over the waste bin</small></p>	<p>(Goes to the landfill)</p> <p>Sanitary/hazardous waste (Use a newspaper for wrapping) Diapers / Sanitary napkins Bandages Condoms Nails, hair Used tissues Expired Medicines Swept dust Cosmetics Paints Used and dirty single use disposables</p>  <p>Sharps (small quantities only, wrap in newspaper and hand over to waste picker) Razors / Blades Used syringes Injection vials</p>  <p>4. Construction & Demolition (C&D)</p> <p>(Locations on I&FS, MCG website) Rubble / construction waste Cement powder Bricks Flower pots Ceramics</p>

5. E-waste Use do-a-quarry drive, but drop off bulbs and tube lights in the e-waste drive box outside the DWA office. Batteries, tubelights, CFL, wire, charger etc. Keep electric and electronic waste in a separate box. Store and send e-waste to CPCB authorised e-waste recycling company. <http://india.ecoinfo.com>

Total Waste Management Policy, 2005
Duties of waste generators: (i) Every waste generator shall segregate and store the waste generated by them in clean separate drums/bins/containers for recyclable, non-recyclable and domestic hazardous waste. It shall also take appropriate measures to collect and dispose of waste collected in the bins/drum/containers by the local authorities from time to time.



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Chapter 14.4 Management of Horticulture

14.4 Management of Horticulture

14.4.1 Need

14.4.1.1 One of the greenest residential complexes in Gurugram, the value of Nirvana Country's green cover (spread over 14 parks and green belts on either side of the internal roads and the 24 meter road) lies in its landscape, planned and developed by the licensed developer who also maintained it till the task was handed over to NRWA.

14.4.1.2 Despite NRWA's best efforts and in the absence of a proper handover (as regards documents/drawings of the landscape architecture) by the licensed developer, many of the landscape features have been diluted with the passage of time due to:

- lack of proper, integrated Action Plan, SOPs, SLAs
- dependency on third parties
- lack of in-house expertise
- lack of adequate budgetary provision
- ageing of trees and shrubs, which are bearing the brunt of natural calamities like storms and diseases.

14.4.1.3 As a result, Nirvana Country has witnessed uprooting of big trees, failure to save/ restore trees after damage due to environmental factors, loss of plants to pests and diseases, rampant planting of shrubs/herbs/flowering plants etc. in public areas by residents interfering with the planned landscape, unpruned trees and their imbalanced canopies, poor upkeep of soil, poor water management, etc.

14.4.1.4 This document, laying down the Horticulture Policy, seeks to address these issues and restore Nirvana Country's landscape architecture.

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14.4.1.5 A single integrated document covering detailed procedures for all the environmental factors and horticulture components mentioned in this policy shall be generated by the Horticulture Committee, and based on that document, SOPs and SLAs shall be generated.

14.4.1.6 All residents and the third parties engaged by NRWA for Facility Management shall adhere to the provisions of this document as well as the documents spelling out Procedures, SOPs and SLAs.

14.4.1.7 Immediately upon the coming into effect of these Bye Laws, a comprehensive audit of all the green areas shall be conducted, based on Drawing No. L-1-DEC-12. The report of such audit (First Audit Report) shall be used as the base line for all future green audits.

14.4.1.8 No soil area should be paved ever, temporarily or permanently, other than the existing paved portions of the areas marked as 'GREEN' in the above referred drawing and also along the 24m and 10m ROW marked in this drawing as on DEC 2012.

14.4.1.9 To help NRWA restore and protect Nirvana's parks and green belts, residents shall comply with the following rules:

1. No trees, shrubs, flowering plants, herbs etcetera can be planted by residents in parks, green belts and other public areas. This task is to be performed in the right season and in the right manner by the Facility Management service provider.
2. The following are strictly prohibited in parks, green belts and other public areas :
 - Plucking seasonal flowers
 - Placing bird feed, roti, bread, or other edibles
 - Placing idols, ornamental objects, garden ornaments etc
 - Placing potted plants or empty pots or green/red waste bins etc
 - Littering

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3. In parks, playing with hard balls (such as cricket balls) or while wearing spikes shoes is prohibited.
4. Where new construction is being undertaken and a tree is to be felled so as to enable access to stilt parking, the owner must obtain an NOC from NRWA before writing to the Forest Department.

Further, where a tree is felled with the permission of the Forest Deptt , a suitable tree must be planted by the owner at an appropriate location in the plot, in consultation with the Horticulture Committee which will ensure that a suitable tree species is planted in the right season and in the right manner.

14.4.2 Scope

14.4.2.1 The policy is applicable to all the horticulture elements of the areas:

A) marked as "GREEN" in the layout plan of Unitech Ltd, ref Drawing No. L-1-DEC-12, signed by the authorities - DTP, STP, CTP and DTCP.

B) The green development along the 24m road marked in the above referred drawing from intersection of 30m wide road towards East, till the end of the Cedar Crest boundary marked in the drawing towards West, along 24m road till the intersection of "Group Housing II" towards South and along the 10m road and the revenue rasta along it in South East till the Revenue rasta intersection adjacent to PS06 and PS02 towards South.

14.4.2.2 The stake holders are as follows:

- i. NRWA
- ii. Residents
- iii. Third party vendors engaged by NRWA

14.4.2.3 The policy shall form the basis of an integrated Horticulture Procedures. The policy shall be reviewed every 3 years.

14.4.3 The policy is built around **6Core Values**, viz.,

- i. Conservation of natural as well as developed landscapes;
- ii. Soil conservation and enrichment;
- iii. Water conservation and water recycling;
- iv. Prevention and management of air pollution;
- v. Conservation of Biodiversity; and
- vi. Residents' welfare.

14.4.3.1 Conservation of landscapes

14.4.3.1.1 Trees

Tall trees: Amaltas, Gulmohar, Pilkhan, Neem, Kadamb, Kusum, Kachnar, Silver Oak, Senna, Cassias, Indian fig, Petophorum, Jacaranda, Palms, Sirish, Acassia, Banyan, Peepal, Semul, Coral, Sheesham, etc

Medium height trees, Shrubs, Hedges: Champa, Silk floss, Bottle brush, Caesalpennia, Murraya, Bougainvillae, Tecoma, Hamelia, Galphamea, Hibiscus, Chandni, Duranta etc.

14.4.3.1.2 Climbers

Madhu malati, Alamonda, Clerodendron, Begonia etc.

Existing

- Regular audit shall be carried out of all the existing trees , shrubs and climbers.
- Each tall tree shall be marked with a serial number, age, and its scientific and common name.
- At least one of the medium height trees/shrubs/climbers in a park or other planned area shall be marked with its scientific and common name.
- The labels shall be maintained continuously.

- Trunks of tall tree shall be regularly coated with lime based, suitable paint up to at least 3 feet of height from the ground.
- All trees/shrubs/hedges/climbers shall be:
 - regularly watered, and manured, with organic manures like well-rotted dung manures and Nirvana compost.
 - regularly pruned as per the applicable guidelines of Urban Horticulture issued by MCG/HUDA/DTP/Forest department etc.
 - washed with water showers/ mist during (1) heat waves and (2) spells of peak air pollution as announced by the government.
 - treated with preferably natural preventive sprays and curative sprays of insecticides and pesticides with highest safety levels for humans and pets.

New:

New plantation shall be undertaken, in consultation with the Horticulture Committee, to fill the gaps created by the dying away of existing trees, shrubs and climbers. The following rules shall be strictly adhered to in connection therewith:

- New plantation shall be undertaken during the monsoon season immediately succeeding the date of uprooting of dead plants.
- The type of tree/shrub/hedge shall be selected from the types in the immediate vicinity of the dead plant, and the surrounding area. New tree types shall not be introduced in the existing plan.
- Saplings of suitable age and height shall be selected, minimum stipulated distance maintained, proper pit preparation undertaken prior to the plantation, and suitable plant guards and stakes installed at the time of the plantation, which shall be maintained in place for at least 3 years from the date of plantation.

14.4.3.1.3 Ground Cover:

Abundant ground cover, with as much variety as possible, shall be maintained throughout the year, in the following areas:

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- planters under trees, shrubs and hedges
- rows between trees and any other areas where soil is barren/without mulch.

Selection of ground cover plants shall be as per existing scheme of plantation. Where there is no existing scheme or complete loss of ground cover, the selection of plants shall be made only in consultation with the Horticulture Committee.

14.4.3.1.4 Lawns

- Lawns shall be maintained through proper feeding, watering and mowing.
- Special care shall be taken during frosting season and peak monsoon season to prevent water logging.
- Lawns shall be watered using sprinklers and not by the method of flood irrigation.

14.4.3.1.5 Seasonal Plants

- Seasonal plants of flowers and foliage shall be planted in containers as well as in the ground at entry gates, in parks, and along internal roads.
- As far as possible, seeds and saplings from the Nirvana nurseries shall be used.

14.4.3.2 Soil conservation and enrichment

- Soil in the areas of plantation should be regularly enhanced with organic manures like dung manures, composts and sludge manures, oil cakes etc. to constantly improve its texture, structure, fertility and soil life diversity.
- Use of chemical fertilizers should be restricted, and should be used only need based, and only in consultation with the horticulture committee.

The soil in plantation area should always be mulched with organic components like dry leaves, wood chips, wood husk, brick pieces, gravels, ground cover plants, etc.

14.4.3.3 Water conservation and water recycling

- For all horticulture related use, only STP water, which complies with NGT_Order_30.04.2019_Sewage_Disposal_Norms, shall be used and may be arranged from residential/commercial campuses in the vicinity or Govt. bodies like MCG. Ground water shall only be used in case of unavailability of STP water.
- The 13 rain water harvesting pits shall be regularly cleaned as per CPCB norms and processes.

14.4.3.4 Prevention and management of air pollution

The following activities shall be undertaken for prevention and management of air pollution during the period of peak pollution:

- roads and barren soil surfaces shall be watered regularly for the dust to settle down
- soil surfaces in the green areas shall be mulched
- instead of sweeping roads, parks and common areas , solutions like lifting dry leaves by suitable automated equipment's shall be used
- trees and hedges shall be washed/ bathed with suitable shower/mist systems.

14.4.3.5 Conservation of Bio-Diversity

- Saplings from natural propagation (dispersal of seeds, spores etc.) of the landscaped plants shall be transplanted into nursery bags at the earliest and in suitable weather and either used for transplantation elsewhere or for donation/ sale to residents.
- Invasive plant species (sighted in Nirvana Country: Amar Bel, Congress grass/Gajar Ghas and Subabool) listed by the National Bio-diversity Authority shall be uprooted at their first sight and disposed of as per prescribed rules.

14.4.4 Nursery

Nurseries at appropriate places shall be developed in order to:

- ensure year-round supply of saplings, seeds, manures etc.
- reduce recurring expenses

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- provide a home to residents' plants and plants left behind by residents who shift out of Nirvana Country

14.4.5 Horticulture tools and equipment

Proper inventory of NRWA owned horticultural tools and equipment and safety gear shall be acquired and maintained at all times, including:

- ladders, rakes, khurpis, trimmers, spades etc
- battery operated equipment such as thick branch cutters, lawn mowers, hedge cutters, trimmers, leaf suckers, leaf and bark shredders etc.

14.4.6 Horticulture waste management

To optimally use all the horticulture waste generated inside Nirvana Country, proper facilities for storage and processing of fallen leaves and twigs, grass trimmings, branches etcetera shall be augmented.

All such horticulture waste shall be used, after shredding:

- in kitchen waste composting
- as mulch

14.4.7 Roles and Responsibilities

14.4.7.1 NRWA

NRWA shall:

- make appropriate annual budget allocation separately for Horticulture, based upon fare calculations and the annual expenditure on Horticulture incurred by NRWA since take over from licensed developer, the current state of all the elements of horticulture as spelled out in the preceding paragraphs, and the amendments required to be made.

- facilitate meetings of the Horticulture Committee
- maintain records and all documents submitted by the Horticulture Committee
- Ensure proper upkeep of NRWA inventory of tools and equipment
- Report anomalies to the Horticulture Committee

14.4.7.2 Horticulture Committee

- A Horticulture Committee, comprising 5 to 7 members, from among residents who possess experience in and knowledge of urban horticulture (including as demonstrated by flourishing home gardens) or allied fields like waste management, ecology, water conservation, bio diversity and who volunteer for the task shall be constituted by NRWA every 5 years. Vacancies on account of resignation or any other reason shall be filled up as quickly as possible.
- The Committee shall:
 - i. Act as advisory committee to NRWA on all matters covered under this policy.
 - ii. Train ground staff
 - iii. Monitor the groundwork
 - iv. Submit reports and feedback to NRWA
 - v. Be consulted while engaging third party vendors for maintenance of parks and other green areas
 - vi. Regularly conduct and submit the MOMs to NRWA
 - vii. Create and update the documents to do with procedure, SOP's and SLA's.

14.4.7.3 In any critical matter to do with horticulture, if there is a difference of opinion between the Horticulture Committee and NRWA then the former, being a body of experts, shall prevail.

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Chapter 14.5 - Management of Pet Dogs

The following principles underlie the guidelines for management of pet dogs.

Through constructive participation of dog owners, residents, caregivers of street dogs and NRWA, ensure:

- Maintenance of harmony among dog owners/lovers and other residents
- Maintenance of hygiene in public areas and prevention of public nuisance
- Physical safety of all residents, including children and senior residents
- Compliance with applicable law, including judgments of various courts

14.5.1 Pet Owners

1. All pet dogs are required by the Haryana Municipal (Registration and Proper Control of Dogs) Bye-laws 2005, to be registered with the municipal authorities, and to wear at all times a collar with the metal token (having name and address of owner engraved on it) supplied by the authorities.
2. Dogs should not be kept chained, confined, and/or isolated in any part of the house. They should be properly fed, and water made available to them at all times.
3. In the interest of their pets and of the safety of residents, pet owners must ensure that pets are kept clean and healthy, and regularly administered vaccinations/inoculations, as required by the Haryana Municipal (Registration and Proper Control of Dogs) Bye-laws 2005.
4. Pet owners must ensure that their pets are not a source of nuisance to others . Barking is a dog's natural form of expression and must, to some extent, be accepted by the community. However, incessant barking can be a source of great disturbance, and pet owners must therefore keep their dog's barking under check, especially at night.
5. They must also carry dog poop scoopers/bags and clean up the pet's excreta, if the

a pet relieves itself at any place outside the designated littering area Failure to clean up the pet's excreta shall result in the cancellation of the dog walker's NRWA Pass for a week for the first violation and longer periods for subsequent violations in this regard.

6. They must also carry dog poop scoopers/bags and clean up the pet's excreta, if the pet relieves itself at any place outside the designated littering area.

7. While they are in public areas, pets must be kept on a secure leash. This assures passersby that they are safe, and also ensures the safety of pets from accidents.

8. Pet owners must ensure that when the task of walking a dog is delegated to a paid dog walker, the latter is satisfactorily trained and holds the leash securely, pays attention to the dog(s), does not neglect the dog(s) by engaging in conversations over mobile telephones etc.

9. If pets do not get adequate exercise, they can become aggressive. Therefore, the residents of each Block may, through discussion, arrive at a consensus as regards the specific time slots in which pet dogs are allowed access to parks. This may be an early morning or late night slot, or any other time in which the park is not likely to be used by residents. Other details (such as cleaning up dog poop, how many dogs simultaneously allowed, whether dogs from other Blocks allowed etc.) may also be considered and guidelines drawn up by the residents of that Block. Other than the parks, vacant plots that can be cleared/cleaned and used for exercising dogs, with the approval of the plot owner, may also be considered by the Block residents. Till a Block consensus is arrived at, pet dogs shall not be brought to parks, whatever the time of day, and the conduct of pet owners who violate this rule and hold out verbal assurances that the dog is playful or does not bite or bother etc. shall be brought to the attention of the 5 member group of volunteers referred to in Clause 14.5.3 (5) below for appropriate action.

10. Dogs cannot be debarred from the use of lifts, wherever installed (if multiple lifts are available, dogs may be restricted to a designated lift).

14.5.2 Residents other than dog owners

Earth does not belong to Homosapiens alone. In recognition of this principle, all residents must respect the right of dog owners to walk and exercise their dogs in public areas. Any potential or real conflict may be either resolved through dialogue between the residents

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involved or placed before the Block Committee for arriving at a solution. Under no circumstances should it be a pretext for incivility in language and/or conduct.

14.5.3 NRWA

1. The designated dog littering areas shall be clearly marked by NRWA and residents must only use these areas.
2. Details of ownership of vacant plots, proposed to be used for exercising pet dogs at times agreed upon by a Block's residents, may be furnished by NRWA and all help extended in obtaining approval from the plot owner (whether an individual or entity or public authority).
3. Any incident of a pet dog freeing itself from its leash and/or rushing out of its home, and thereafter chasing (playfully or otherwise) any resident should be reported to the dog owner as well as to NRWA. The NRWA must ensure that the dog owner takes appropriate action, such as properly training/disciplining/managing the dog or engaging a better trained dog walker etc, so that there is no repetition.
4. Any incident of a pet dog attacking a resident, causing injury etc. must be immediately inquired into, including (a) identifying the trigger (b) ascertaining whether the dog has acted in the same fashion on previous occasions (c) ascertaining whether the pet owner has responded to earlier requests, if any, to keep a check on the dog etc. Depending upon the findings of such inquiry, the response of the pet owner and the severity of the damage/injury caused, the pet dog may be reported to the Municipal Corporation as a dangerous dog, under the provisions of Section 8 of the Haryana Municipal (Registration and Proper Control of Dogs) Bye-laws 2005. NRWA may also assist the injured party in initiating action under the Indian Penal Code, if the severity of the injury etc. so merits.
5. NRWA's duties as outlined above may be discharged by a 5-member group of volunteers, at least one-half of whom are dog owners.
6. In coordination with residents who are dog owners or residents who are otherwise inclined to participate in such activity, NRWA shall frequently arrange sessions by canine behaviorists for Nirvana residents, pet parents, and prospective pet parents. Increased awareness about the behaviour and psychology of dogs, on the one hand, and the anxieties/fears of non-dog owners, on the other, will help to reduce conflicts and to create a harmonious and inclusive environment.

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Chapter 14.6 - Management of Street Dogs

The following principles underlie the guidelines for management of street dogs in Nirvana Country:

- Securing the physical safety of residents, including children and senior citizens
- Treating stray dogs with compassion and, to the extent possible, providing them with food and veterinary care
- According respect to the residents who are care givers for Nirvana's street dogs
- Resolving conflicts between residents and care givers through a 5 or 7 member group of volunteers

Advantages

- Since dogs are territorial, a stable population of street dogs in and around Nirvana Country ensures that street dogs from elsewhere do not enter the neighbourhood, and dogs well acclimatized to Nirvana Country peacefully coexist with residents.
- To those residents who wish to serve all sentient beings, feeding and otherwise taking care of street dogs provides an opportunity of service.
- If and when resources permit, street dogs can be trained to accompany security guards on guard duty, offer companionship to senior citizens living on their own, and alert the community in case of an emergency, etc.

Risks

- Well-fed street dogs that feel secure in their habitat do not usually chase or attack people in their vicinity. However, even playful behaviour may induce fear in some residents who, in the haste to escape the dog, may get injured. This is especially true of young children and senior citizens.
- If stray dogs venture into parks and it becomes the venue of their play, a similar threat as above may arise.

- Further, confrontations between stray dogs and pet dogs, particularly in cases where the pet dog is not securely leashed and breaks free, could trigger fear, anxiety, and even injury among passers by.
- If a stray dog bites a resident, the dog's inoculation record may not be available, creating the necessity of the resident undergoing the full course of anti-rabies treatment.

14.6.1 Caregivers

1. Since those who feed street dogs win their trust, they must participate in the dogs' serialization and annual vaccination programme, and must help animal welfare agencies (engaged by NRWA from time to time) to provide health care to them.
2. Caregivers cannot feed street dogs close to residences, near children's play areas, where people take walks, and/or in crowded areas. As far as possible, street dogs must be fed at the designated spots, and the site cleaned up afterwards.
3. Updated and readily accessible sterilization and vaccination records of the street dogs should be maintained. In this task, WSOS, or other animal welfare agency engaged by NRWA, should take the lead, and the caregivers should offer every possible assistance.
4. Although the defecation habits of strays cannot be controlled, caregivers must participate in other solutions for maintaining cleanliness.
5. As far as possible, caregivers may ensure that street dogs are kept clean and healthy, and warm in cold weather.
6. If a street dog turns aggressive / starts biting people and other dogs for no known reason, the caregiver and WSOS (or other agency engaged by NRWA) must have her / him checked and treated, if possible. In case there is no remedy, then the dog must be appropriately handled but not returned to the Nirvana neighbourhood.

14.6.2 Residents

Residents must at all times remember the following:

1. Indian law prohibits beating street dogs, maiming or causing injury, driving them away, and dumping them elsewhere, or poisoning or killing them in any other manner. Such acts fall under the category of animal cruelty and are punishable by fine and imprisonment.

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2. Also, any form of aggression or hostility towards dogs may render them likewise aggressive and hostile to humans, and they may resort to snapping and biting humans.
3. The law requires that after street dogs have been vaccinated and sterilized, they must be returned to their original location. (Note: Sterilization also reduces aggression as neutered dogs will not fight over females, and females without pups will obviate incidences of instinctive aggressiveness over protecting their pups).
4. There is no law that prohibits the feeding of street animals. Their feeders are in fact performing a duty of the Constitution of India – of showing compassion to all living creatures. Courts have upheld feeding of street dogs because well-fed/cared-for dogs are not aggressive, and this reduces human-animal conflict.
5. Attempts to interfere with, or harass persons looking after and feeding street dogs are tantamount to the punishable offence of criminal intimidation.

14.6.3 NRWA

1. As far as possible, the contract with WSOS (or other animal welfare agency) may provide for the resource persons to (a) carry out an inventory of stray dogs in Nirvana Country (b) affix collars that carry an NRWA serial number (and/or) name (c) get all such dogs neutered and annually vaccinated (d) maintain proper records, at a central location, of the vaccination/inoculation of all such dogs so that correlation between a dog and its health status may be quickly established, and (e) assist residents who regularly feed the stray dogs.
2. Copies of the vaccination/inoculation/sterilization records may also be uploaded, and periodically updated, on the website of Nirvana Country.
3. Any incident of cruelty to street dogs or intimidation of their caregivers must be investigated and NRWA may initiate appropriate action against the offending person, including seeking intervention of the police authorities, if necessary.
4. In the event that a street dog chases a resident, or bites/attacks him, or causes him to fall and sustain injury, the matter must be reported to and investigated by the Nirvana Care Givers Team (a 5 member group, at least half of whom are care givers for street dogs).
5. The services of a well-qualified dog trainer may be engaged, on a need basis, to ascertain how best a repetition of the incident can be prevented, whether by re location of the dog to another location within Nirvana Country, or by better training, or in some other manner.

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6. While a solution is arrived at, the dog shall remain within the custody of the care givers or dog trainer, and/or security guards.

7. If it is ascertained that the dog is a dangerous dog, then the matter shall be reported to the MCG, for taking action under Rule 8 (dangerous dog) of the Haryana Municipal (Registration and Proper Control of Dogs) Bye-laws 2005.

14.6.4 Awareness sessions

1. While a large percentage of stray dogs are found on the 24 meter road, in Nirvana Courtyard, Community Ground, Nirvana Dog Shelter etc., a few stray dogs have staked territory inside the Blocks, including a few dogs inside the MCG plot (Espace) and a few dogs close to the Woodstock/Espace barrier.

2. For residents who frequently encounter street dogs and fear them, as well as for caregivers who may not fully appreciate these fears, NRWA may engage the services of a dog trainer to spread awareness and progressively lower the fear and hostility with which street dogs are sometimes looked at.

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Chapter 14.7- Community celebrations

14.7.1 The following festivals/events are usually celebrated together by the residents of Nirvana Country:

New Year, Holi, Diwali, Independence Day, Republic Day.

14.7.2 These community celebrations shall be organized in the following manner:

- A separate Festivals Account shall be maintained by NRWA.
- All residents, including tenants, shall be invited to become Festival Celebration Members and a nominal membership charge of Rs. 2,000/- annually per household shall be collected.
- The celebrations of New Year, Holi and Diwali shall be ticketed events.
- As far as possible, sale of tickets shall be made via web-enabled platforms.

The details of the number of tickets sold and the number of complimentary tickets issued shall be uploaded on the NRWA website.

- Residents who are current on their annual dues (of the Festivals Account) would be allowed to attend these three festivals at the Member's charge and would be allowed to bring guests at the Guest charge.

- Residents who choose not to become members for the year would pay the Guest charge for each event they want to attend and would be limited to four tickets per household. Further, they will not be allowed to bring their own guest.

- Tickets for the events shall be charged in such a manner that the events pay for themselves out of ticket collections and sponsor charges. If the cost for an event runs over, the excess expenditure shall be made from the Festivals Account (which gets replenished each year from annual subscriptions).

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- Events like Republic Day and Independence Day shall remain open to all residents and the expenditure thereon shall be incurred from the general pool.

14.7.3 While organizing these community celebrations, it shall be ensured that:

- All the requisite permissions / NOCs are obtained from civic authorities
- Single use plastic (plates, glasses, cutlery, straw pipes etc.) is not used
- The level of noise does not exceed the standards prescribed under the relevant laws, including the Noise Pollution (Regulation & Control) Rules, 2000

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Chapter 14.8– Backup Power

14.8.1 Backup Power is one of the salient features of Nirvana Country.

14.8.2 The developer of Nirvana Country has provided a certain capacity of power backup based on habitable units (Plot Area) as per the original plan. This power backup works out to 8-12 KVA per habitable unit as per the original plan (To be calculated basis the plot areas)

14.8.3 Over drawing of load by residents lead to frequent tripping of DGs and is especially a problem during summers. This also leads to disruption of supply for residents who are compliant.

14.8.4 All habitable units as per the original plan will be supplied power backup as per the original planned load by the developer. To prevent over drawing of load while the power backup is on, each unit as per the original plan will be fitted with a Current limiting device (CLD) which will trip automatically in case excess load is drawn while the power backup is on.

14.8.5 Within 3 months of approval of these bye laws, NRWA shall share a list of approved CLDs which will then need to be installed by residents to avail power backup.

14.8.6 A time limit of 12 months will be allowed for these devices to be installed. Beyond the expiry of this limit, power backup will be withdrawn to units that are not compliant.

14.8.7 The way our colony has been planned; we have one power backup connection running from feeder panels to each plot/unit as per original plan. In case where multiple floors have been constructed later, there is no provision / infrastructure for laying additional cables. In all such case NRWA will continue to provide 1 power back up connection per plot/ unit as per the original plan.

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Chapter 15 - Miscellaneous

15.1 Amendments of Memorandum of Association and Bye-laws

15.1.1 The provisions of the Memorandum of Association may, by a Special Resolution, be amended with respect to (i) change in the name of NRWA, or (ii) change in its aims and objects, as permissible under the Act.

15.1.2 The Bye-laws may be amended by a Special Resolution.

15.1.3 Any Special Resolution passed under 15.1.1 or 15.1.2 shall be filed with the District Registrar within thirty days from the date of approval thereof and shall have effect only if the District Registrar is satisfied that it is in accordance with the provisions of the Act/Rules and registers such change as is made by the Special Resolution.

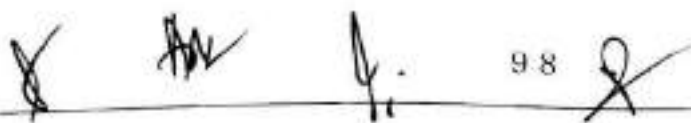
15.2 Common Seal

The Association shall have a common seal, which shall be kept in safe custody of the Secretary and shall be affixed, wherever it is required, in accordance with the authorization of the Executive Committee.

15.3 Amalgamation or Division of Association

15.3.1 The Association may, by Special Resolution, amalgamate itself with any other association established with identical aims and objectives, or allow any other Association to amalgamate with itself by following, in either case, the procedure provided in Section 51 of the Act.

15.3.2 The Association may, after passing a Special Resolution for its division, move an application for obtaining approval of the Registrar and after getting the approval, shall stand divided. The resolution shall propose the division of assets and liabilities, relationship of the parent Association with the divided Associations and the areas of operation of and the members who may constitute each of the new Associations.

 9.8

15.4 Dissolution of the Association

15.4.1 The Association may, by Special Resolution, dissolve itself in accordance with the provisions contained in the Act and the Rules in case it becomes difficult to carry on with the operations of the Association, or it becomes insolvent, or for any other pressing and unavoidable reasons.

15.5 Adoption of Collegium model upon NRWA membership reaching 1,000

As soon as the number of Permanent Members of the NRWA reaches the figure of 950, the Executive Committee shall take the following steps:

1. Inform the General Body and the Registrar that NRWA shall adopt the Collegium model upon reaching a Permanent Membership of 1,000.
2. Constitute an Electoral Colleges Committee that shall propose the composition of electoral colleges for electing the Collegium as well as the requisite amendments to the Byelaws.
3. Convene a meeting of the General Body and move a Special Resolution to obtain the General Body's approval for implementing the recommendations of the Electoral Colleges Committee.

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ANNEXURE 1 - Form of Application for Membership of NRWA

Form - X

Subject: Application for admission as a Member of NRWA

Dear Sir,

I wish to apply for admission as a Permanent/Temporary (strike out whichever is inapplicable) member of Nirvana Residents Welfare Association. My brief particulars are as under:

S. No.	Subject	Particulars
1	Name of the Applicant	
2	Father's/Husband's Name	
3	Permanent Address:	
4	Correspondence Address	
5	Date of Birth	
6	Occupation	
7	Phone No. with Code	
8	Email ID	
9	PAN	
10	Proof of Ownership	

2. I certify that:

- i. I unconditionally subscribe to the aims & objects of NRWA and shall contribute towards attainment of the same.
- ii. I will abide by the Bye-laws of the Association, as applicable and amended from time to time.
- iii. I have not been convicted of an offence involving moral turpitude involving imprisonment.

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3. I am enclosing herewith the following documents:

- i. Copy of PAN
- ii. Copy of _____ towards Proof of Identity
- iii. Copy of _____ towards Proof of Ownership
- iv. Copy of _____ towards Proof of Date of Birth
- v. DD/Pay Order/ Cheque No. _____ dated _____ for INR _____ drawn in favour of _____ towards membership fee.
- vi. Two passport size and one stamp size photographs.

4. I request you to kindly admit me as a _____ (Type of Membership) member of NRWA.

Thanking you,

Yours faithfully

Dated: _____

Place: _____

(Signature of the Applicant)

C. Decision of the Executive Committee:

Smt./Sh. _____ s/o, w/o, d/o _____, aged _____ years, r/o _____, is admitted as Permanent/ Temporary Member of the NRWA w.e.f. _____ under Membership No. _____.
(S)/He may be issued an Identity Card & her/his name may be entered in the Register of Members.

Secretary, NRWA

Dated: _____

Place: _____

AS *101* *S*

ANNEXURE 2 - Membership Identity Card

Nirvana Residents Welfare Association		
IDENTITY CARD		
I. Card No.:	Type of Membership	
Photograph	Date of Birth	
	Name	
	S/o, D/o, W/o	
	Address:	
	Membership No	
	Date of Issue	
	Valid upto	
Holder's Signature		Authorized Signatory

Am *J.* 102 *R*

ANNEXURE 3 - Proforma Show Cause Notice (expulsion from NRWA membership)

1. In pursuance of the complaint/reference received by the Ethics Committee from _____ regarding conduct that allegedly satisfies the provisions of Clause 2.13.1 of the Bye-laws, it is proposed to hold an inquiry against Shri/Smt. _____ in accordance with the procedure laid down in Clauses 2.13.3 and 2.13.4 of the Bye-laws. The enquiry shall be conducted by _____ at _____ (name of the place where proceedings are to be conducted).

2. The imputation(s) of misconduct or misbehaviour in respect of which the inquiry is proposed to be held is/are set out in the enclosed statement of (Annexure I). A list of documents by which, and a list of witnesses by whom, the imputations of misconduct or misbehaviour are proposed to be sustained are also enclosed (Annexures II and III).

A list of documents by which and a list of witnesses by whom, the imputations of misconduct or misbehaviour are proposed to be sustained are also enclosed (Annexures II and III).

3. Shri/Smt. _____ is directed to submit within 10 working days of the receipt of this Show Cause Notice a written statement of his/her defence, showing cause why (s)/he should not be expelled from membership of NRWA and also to state whether (s)/he desires to be heard in person.

4. Shri/Smt. _____ is further informed that if (s)/he does not submit a written statement of defence on or before the date specified in paragraph 3 above, or does not, having asked to be heard in person, appear in person before the Ethics Committee, the inquiry against him/her may be conducted ex-parte.

5. The receipt of this Memorandum may be acknowledged.

Signed
Member, Ethics Committee

ANNEXURE - I Statement of imputations of misconduct or misbehaviour.

ANNEXURE - II List of documents by which the imputations of misconduct or misbehaviour are proposed to be sustained.

ANNEXURE - III List of Witnesses by whom the imputations of misconduct or misbehaviour are proposed to be sustained.

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ANNEXURE 4 - List of Public Areas/Assets & Services provided by NRWA

List of Public Areas/ Assets

- Parks
- Green Belt
- Roads/Sidewalks
- DG Sets
- Distribution Panels
- Water pipelines
- Underground water storage tanks
- Water pumping equipment
- STP pipelines
- Boom barriers at Block entry gates
- CCTVs
- NRWA Office
- NRWA Meeting Room
- Composting Plants
- Bus stop shelters
- Canopies at Block entry gates
- Nirvana Country Main Entry Gates

List of services provided by NRWA

- Power back up
- Security
- Sweeping of roads
- Collection of household waste and horticulture waste


-
- Composting of kitchen waste
 - Maintenance of Nirvana parks and green belts
 - Storage and Pumping of water
 - Supply of STP water for use in horticulture
 - Domestic plumbing repairs
 - Domestic electrical repairs

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ANNEXURE 5- No Objection Certificate before Commencement of New Construction (on plot/built up house) (NOC)

S. No _____ of _____

1. _____, owner of _____, has made an application for issue of No Objection Certificate by NRWA before commencement of construction/renovation.
2. The plan/drawings approved/sanctioned by _____ for said construction/ renovation have been attached with the application.
3. Drawings for structural works including foundation, with the structural engineer's seal have also been submitted.
4. The arrangements made for bringing STP water to the site have been annexed with the Application.
5. The owner has indemnified, on stamp paper, the NRWA and its office bearers for any accidents that may happen during the course of construction/ demolition.
6. The application has been examined by the Block Enforcement Team as per Clause 14.1.12 of the NRWA Bye-laws.
7. As per the Register of Outstanding Dues, an amount of INR _____ was recoverable from _____ towards arrears of maintenance charges, utility charges, annual subscriptions fees etc.
8. The said amount has been paid in full by _____, vide _____. [Note: To be deleted/retained as applicable]
9. An amount of INR _____ has been deposited vide _____ as Security Deposit.
10. This No Objection Certificate is issued to ---, owner of ---, subject to the following terms and conditions, and all applicable laws, including any directions of the Supreme Court/High Court/NGT/District Administration etc. as are or maybe passed from time to time:

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No encroachment upon Public Areas

- The plot line lies behind or within the utility/storm water trenches. The area beyond the line where the trenches begin is public area. Covering of trenches - only to be permitted for ramps in case of stilt floor parking or driveway in independent units, iffloor level is higher than the road level
 - The trench cover concrete blocks to be retained as it is
 - Ramp to be constructed without support on the trench covers (RCC slab supported at the beginning and end)
 - Access to trench to be left in the ramp for maintenance by manhole cover or any other means allowing convenient access for humans (not less than 2'x2'. For plots more than 12m wide, 2 such access would be required for ease of maintenance). Any covering that needs to be removed to access the trench will be done at the house owners cost. Any repairs required to make good any such breaking will also required to be done by the house owner/owners at their own cost.
- Once the construction/re building/renovation has concluded, the original plan of landscaping around the Villa/Plot will be restored, and any damage to the greens will be made good.
- Encroachment upon public areas is an offence under the MCG Act, 1994 and any such act shall be reported to the competent authority for appropriate action under the Act.

Parking

- The two-car parking bays, which have been provided in Villas in Nirvana, shall not be built upon or otherwise converted to another use.
- Where a new building is being constructed, the provision made in the approved plan for parking of vehicles shall be scrupulously adhered to.
- Wherever the approved building plan, submitted to NRWA, provides for stilt parking, it shall not be covered and used for any purpose other than the intended purpose.
- Wherever the approved building plan, submitted to NRWA, provides for open parking, it shall be so constructed and used.

Safety, Pollution control, prevention of public nuisance

- The site must be covered from all sides with construction barriers of precoated MS sheets or appropriate material to protect neighbors from hazardous materials, dust, spillover of construction materials and infringement of their privacy. The construction barriers should be securely anchored to a steel frame in a manner certified by a registered structural engineer such that it does not collapse or breakapart in windy conditions or cause damage to people or property in such conditions.

- The scaffolding shall be covered by tarpaulin which is properly secured in neat and tidy manner.
- Construction material, including sand, may be stored so as not to occupy or obstruct any part of public areas, not to obstruct storm water and/or rain water harvesting channels, and should be fully covered so that it does not disperse in normal or windy conditions.
- Dust emissions from the construction site should be completely controlled and all precautions taken in that behalf. For grinding and stone cutting, the use of water-jet is mandatory.
- Construction and demolition waste must be collected, stored and disposed of in the manner prescribed by the Municipal Corporation of Gurugram.
- No work involving pounding, hammering, cutting of stones, grinding etc. which results in the emission of loud noise may be carried out at any time on a Saturday, Sunday or public/National holiday or after 6 pm on any other day.
- In order to minimize the impact on adjoining buildings, the use of JCBs or other heavy earth moving equipment for demolition of buildings/other structures is permitted only to the extent where the possibility of damage to the existing adjoining buildings does not arise. Any such damage due to such demolition/use of machines etc. will need to be made good by the contractor/owner of the erring property. All demolition nearer to the existing buildings shall be carried out using manual labour or with the help of equipment other than JCB/heavy earth moving equipment.
- All excavation works should be carried out by qualified contractors under strict supervision only.
- No resident/owner shall carry or allow to be carried out at his Premises any construction, renovation, or other building activity that disturbs the general peace and quiet, and/or causes disturbance to the residents in proximity to the Premises.
- No building activity shall be carried out at any site before 8 am and after 7 pm on any day, on Sundays, National Holidays or at any other time that may be announced by NRWA.
- The owner shall ensure that adequate facilities, including portable toilets, are provided at the site and that no person working or supervising work at the site or children who may accompany them loiter in public areas or urinate/defecate in public areas.
- Only one person is permitted to stay overnight at the site for the purpose of

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security/supervision of the site. It shall be ensured by the owner that such persons do not disturb peace in the neighbourhood or cause any public nuisance.

- The owner shall take, or cause the contractor to take, adequate insurance towards any damage to third party or labour in the form of such insurance policies as CAR (contractors all risk policy) and WC (workers compensation).

Prohibition on use of Potable Water

- The owner shall make provision for bringing STP water to the site.
- Potable water shall not be supplied by NRWA to a construction site, and it shall be the responsibility of the owner to make provisions for such quantity of potable water as is required by workers/supervisors etc. Where a building is to be demolished before construction begins, the supply of potable water shall be disconnected and the connection shall be restored only when the demolition and subsequent construction have been completed and Labour Passes surrendered to NRWA Office.
- The owner must ensure that at the time of construction/alteration, the connection of the building's rain water channels with the community rainwater harvesting channels /structures is done in coordination with the NRWA team so that no damage is caused to the latter. Further, it shall be ensured that non-rainwater channels are not connected, under any circumstances, with the community rainwater harvesting channels/structures.
- If, during demolition/construction, any damage is caused to a public area or public asset or a villa/building in Nirvana, then the owner carrying out such demolition/construction shall make good to NRWA or the owner of the damaged villa/house the actual cost of repairs/restoration. Such repair and rectification works should be done within one calendar month of the incident positively.

Entry of vehicles, materials, workers

- Only persons who have been issued relevant Entry Passes shall be permitted to enter Nirvana to work at and supervise work at the site.
- Vehicles carrying Construction Material will be allowed entry only between 9:00 am to 6:00 pm, from Monday to Saturday, and must exit the premises by 9 pm. The movement of heavy vehicles is not permitted at any other time
- The entry of twin-axle/multi-axle trucks/10-tired vehicles is strictly prohibited.

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Penalty

If any of the terms and conditions are violated, NRWA may:

- Withdraw Entry Passes to site workers and supervisors
- Prohibit entry of vehicles carrying construction materials
- Prohibit entry of large equipment
- Withdraw Entry Passes of domestic help, driver, etc.
- Refuse to give DG power back up connection or disconnect it
- Disconnect supply of potable water
- Pursue matter with DTCP and MCG for appropriate action including halting construction or making alterations in the building or removing structures that encroach upon public areas

Signature of Owner

NRWA stamp, signature

[Handwritten signatures]
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ANNEXURE 6 - Proforma for Letter to Enforcement Agency

<On NRWA letterhead>

To,

Sub: Violation of the provisions of _____

It has come to the notice of the Nirvana Residents Welfare Association (NRWA) that Smt./Shri _____, resident of Nirvana Country (address _____), has/is engaged in conduct (details in the following paragraph) that prima facie violates the provisions of _____ and is liable to be punished under said law.

2. Details of offending conduct

3. You are requested to investigate the matter and take necessary action, as per the provisions of the relevant law(s).

4. Further details, if required and if available with NRWA, may be obtained by contacting NRWA at the e-mail address provided below.

Secretary
NRWA

Name - _____

Telephone number - _____

E mail address - _____

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ANNEXURE 7 -List Of Committees

1. Executive Committee
2. Block Committee
3. Ethics Committee
4. Internal Audit Committee
5. Horticulture Committee
6. Solid Waste Management Committee
7. Security Committee
8. Block Construction Committee (Enforcement Committee)
9. Water Resources Committee
10. Festivals Committee
11. IT Committee
12. Bye-laws Committee

Atty

ACKNOWLEDGEMENTS

Acknowledgements

The Bye laws Review Committee reached out to the Nirvana community in order to broaden the exercise of review, and to draw upon the expert knowledge/experience of residents in domains such as Accounts, Horticulture, Construction, Law etc. We are grateful for the valuable contribution made by the following residents, who made suggestions, shared draft documents, and critically reviewed the Committee's drafts in specific areas:

Shri/Smt.

1. Amit Gulati
2. Amita Kapur
3. Anupam Singh
4. Dinesh Shandilya
5. Kushal Bhasin
6. Manjul Mehta
7. Monika Khanna Gulati
8. Naresh Takkar
9. Naresh Ummat
10. Poornima Savargaonkar
11. Prakash Gurbuxani
12. P S Kohli
13. Ranjan Narula
14. Ranjit Malik
15. Rohit Chopra
16. Ruchika S Takkar
17. Sanjiv Dhupar
18. Sunder Kalra
19. Vippan Kapur
20. Vivek Chaturvedi



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Block representatives:

21. Pankaj Goyal
22. Parvesh Aghi
23. Sachin Tayal
24. Sandeep Bhatia
25. Surinder Singh
26. (10 other residents from Deerwood Chase 116 to 167)

We also express our appreciation of the prompt manner in which Shri Ugrasen Senapati, Facility Manager, made available NRWA documents (such as Memorandum of Association, WSOS contract etc.) when so requested and the assistance rendered by Shri Rakesh Kunwer, Operations Manager, NRWA and other office staff during the course of our work.

With best wishes, Bye-laws Review Committee Members:

S.P. Singh - Convenor

Ashish Agarwal

Narendra Khurana

Priya V. K. Singh

Rajendra Kumar

Rohitashwa Prasad

"Approved through a Special Resolution by 3/5th of the quorum of members entitled to vote and present at the adjourned General Body Meeting of the Nirvana Residents Welfare Association (NRWA) held on 21st February 2021 between 10.30am and 12.30pm at the Nirvana Community Grounds "


President
NRWA


Vice President
NRWA


Secretary
NRWA


Joint Secretary
NRWA