

MEMORANDUM OF ASSOCIATION

&

BYE- LAWS

OF

RWA GREEN WOOD CITY

AT

B-95, GREEN WOOD CITY, SECTOR -45

GURGAON

Dr. Divadi *Chairman*
Saigun
Dr. Divadi
Dr. Divadi

MEMORANDUM OF ASSOCIATION

1. NAME OF THE RWA

"RWA GREEN WOOD CITY"

2. LOCATION OF THE REGD. RWA

B-95, RWA GREEN WOOD CITY

SECTOR-45,

GURGAON, (HARYANA)-122101

3. AREAS OF OPERATION:

C 1-97, B-55 TOB 108

RWA GREEN WOOD CITY

C BLOCK & B BLOCK

H. NO 55B TO 108B

SECTOR-45, GURGAON, (HARYANA)-122101

4. AIMS AND OBJECTIVES

The main aims & objectives of the association are as following:

- (a) To organize operations, management, and maintenance of facilities and civic amenities for the residents of "RWA Green Wood City, Sector-45, Gurgaon.
- (b) To ensure planned management of the colony and proper functioning & upkeep common facilities by all agencies concerned.
- (c) To look after the welfare and safeguard the interest of the residents of the 'RWA GREEN WOOD CITY, SECTOR-45, GURGAON' in all matters relating to civic amenities as citizens of India that residents of 'RWA GREEN WOOD CITY, SECTOR-45, GURGAON' are entitled to enjoy.
- (d) To take up those matters with the Govt. Of Haryana' Govt. of India, including local administration, Department of Town and Country Planning, Haryana Development Authority and various Builders/ Promoters associated with R Green Wood City, Sector-45, Gurgaon' project.
- (e) To extend co-operation to the appropriate authorities and to take over assets/properties (moveable as well as immovable), from various Builders/Promoters with RWA GREEN WOOD CITY, Project Or Govt. as the case may be.
- (f) To subscribe, raise & collect funds from members and others, with a view to carry out various aims & objectives of the association from the funds so raised/incomes there from.



Dr. Anshu

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- (g) All incomes earned and assets/properties created by the RWA, from the said funds shall be solely applied and utilized for meeting the objectives as set forth in this documents (and as amended from time to time.).
- (h) No profits or part thereof shall be paid or transferred in any matter what so ever on to ant past or present member of the RWA or to any other person claiming it through any one or more of the past or present members.
- (i) No past or present member of the RWA shall have any claim what so ever on the moveable on immoveable assets/properties of the association or make any profit out of them in any manner, by virtue of his membership.
- (j) To organize cultural events like Fates, joint Meals, Entertainment shows etc. and celebrate events on National/Religious importance on approval by the Governing Body/Executive Committee to promote communal harmony.
- (k) To take actions to develop mutual understanding harmonious relations & goodwill amongst the residents of the colony.
- (l) Remuneration/salary shall not be paid to the member of the Governing Body/Executive Committee in any form what so ever, except the re-imbusement of out of pocket expenses incurred by the members on behalf of RWA or Interest on any monies borrowed by the RWA or the rent of the premises taken by the RWA from the members to house its office.
- (m) The RWA shall provide all possible help to the New Residents in completing the formalities and settling down in the new environment.\
- (n) Upon winding up of the RWA, the remaining assets and liabilities of the RWA shall be transferred on "as it is and where it is" basis to another association body having similar aims and objectives as that of this RWA

5. SIGNATORIES TO THE MEMORANDUM OF ASSOCIATION

We, the undersigned whose, complete Names & Address along with their Designations mentioned here-in, are desirous of being formed into an Association named "GREEN WOOD CITY", under the Haryana Registration and Regulation of Societies Act 2012, as extended to the state of Haryana in pursuance of this Memorandum of Association:-

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Devi
Devi
Devi

5. SIGNATORIES TO THE MEMORANDUM OF ASSOCIATION

We, the undersigned whose, complete Names & Address along with their Designations are mentioned here-in, are desirous of being formed into an Association named "RW GREEN WOOD CITY", under the Haryana Registration and Regulation of Societies Act 2012, as extended to the state of Haryana in pursuance of this Memorandum of Association:-

Sr.No.	Name & Address	Age(years)	Occupation	Designation	Signature
1.	Minakshi Singh W/o Sh. Prem Singh R/o C/16, Green Wood City, Near Unitech Cyber Park, Sector-45, Gurgaon	59	Artist	President	<i>Minakshi Singh</i>
2.	R.K. Aggarwal S/o Late Sh R.C. Aggarwal R/o B-94, Green Wood City Gurgaon	60	Business	Vice-President	<i>[Signature]</i>
3.	Arun Kumar Gupta S/o Sh. Ram Lal Gupta R/o B-95, Green Wood City, Sector-45 Gurgaon	60	-----	Secretary	<i>[Signature]</i>
4.	Satpal Singh Dahiya S/o Sh. Nand Lal Dahiya R/o C-79, Green Wood City, Sector-45 Gurgaon	66	-----	Treasurer	<i>[Signature]</i>
5.	Alpna Verma W/o Sh. Anil Verma R/o C-74, 1st Floor, Green Wood City, Sector-45 Gurgaon	41	Advertising	Executive Member	<i>Alpna Verma</i>
6.	Vijay Kumar S/o R/o C-48, Green Wood City, Sector-45 Gurgaon	----	-----	Executive Member	
7.	Sanjeev Khosla S/o Sh. O.P. Khosla R/o C-52, Green Wood City, Sector-45 Gurgaon	51	Business	Executive Member	<i>[Signature]</i>



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6. We the several persons, whose name and addresses are hereunder subscribed are desirous of being formed into a society in pursuance of this Memorandum of Association:

Sr. No.	Name & Address	Designation	Signature
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1. Minakshi Singh
W/o Sh. Prem Singh
R/o C/16, Green Wood City,
Near Unitech Cyber Park,
Sector-45, Gurgaon

President

Minakshi Singh

2. R.K. Aggarwal
S/o Late Sh. R.C. Aggarwal
R/o B-94, Green Wood City
Gurgaon

Vice-President

R.K. Aggarwal

3. Arun Kumar Gupta
S/o Sh. Ram Lal Gupta
R/o B-95, Green Wood City,
Sector-45 Gurgaon

Secretary

Arun Kumar Gupta

4. Satpal Singh Dahiya
S/o Sh. Nand Lal Dahiya
R/o C-79, Green Wood City,
Sector-45 Gurgaon

Treasurer

Satpal Singh Dahiya

5. Alpna Verma
W/o Sh. Anil Verma
R/o C-74, 1st Floor, Green Wood City,
Sector-45 Gurgaon

Executive Member

Alpna Verma

6. Vijay Kumar
S/o ----
R/o C-48, Green Wood City,
Sector-45 Gurgaon

Executive Member



Sh. Prem Singh

R.K. Aggarwal

Arun Kumar Gupta

Satpal Singh Dahiya

Alpna Verma

Vijay Kumar

Satpal Singh Dahiya

Alpna Verma

7. Sanjeev Khosla
S/o Sh. O.P. Khosla
R/o C-52, Green Wood City,
Sector-45 Gurgaon

Executive Member

Sanjeev Khosla

Witness:

I Know the above person &
they have signed in presence.

Signature

Name:

Address :

ATTESTED ADVOCATE & NOTARY

WITNESS

THEREBY DECLARE THAT I KNOW ALL THE

AND THEY HAVE SIGNED ABOVE IN MY PRESENCE



Signature: _____

Name & Address of Witness: _____

Station: Gurgaon

Date: _____

Sanjeev Khosla
Sanjeev Khosla
Sanjeev Khosla

Meenakshi Singh
Meenakshi Singh

BYE-LAWS/RULES & REGULATIONS

OF

"RWA GREEN WOOD CITY"

Name of the RWA: RWA Green Wood City

Registered Office: The Registered Office of the RWA shall be at B-95, Green Wood City. Near Sector-45, Gurgaon- 122001.

The RWA shall carry out its major activities in the **Gurgaon District** within the territory Of State of Haryana.

1. INTRODUCTION

These Bye-laws be called "RWA GREEN WOOD CITY" Bye-laws/Rules Regulations. In these Bye-laws, unless there is anything repugnant or contrary in subject or context, certain words will have the meaning assigned herein below:-

- a. "Act" means the Haryana Registration and Regulation of Societies Act, 2012
- b. "RWA" means GREEN WOOD CITY RESIDENT WELFARE ASSOCIATION
- c. 'Appendix' means an Appendix appended to these Bye-laws.
- d. "Bye-laws" means the bye-laws/Rules and Regulations of the RWA.
- e. "Memorandum" means the Memorandum of Association of the RWA as originally framed and amended time to time accordance with the provision of the Act
- f. "Elected Member" means a member of RWA duly elected as an office bearer of the Governing Body.
- g. "Form" means a form appended to these Bye-laws.
- h. "GENERAL BODY" would refer to the General Body of the "RWA GREEN WOOD CITY".
- i. 'GOVERNING BODY' mean the members elected by the General Body for management and control of the RWA comprising of seven office-bearers. Including co-opted members.
- j. 'EXECUTIVE COMMITTEE' would refer to the Member elected as the EXECUTIVE COMMITTEE of the RWA GREEN WOOD CITY" by the General Body.
- k. 'District Registrar' means an officer appointed under section 3 of the Haryana. Registration and Regulations Of Societies Act, 2012
- l. "Dwelling Unit" means an independent floor/villa or house/floor built on the plot.
- m. "Member" would mean who fulfills the eligibility criteria for becoming a member of the RWA as specified in the Act and has been admitted as a member of the RWA as per its byelaws.

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- n. **"President"** would refer to PRESIDENT of the RWA GREEN WOOD CITY, B & C Blocks.
- o. **"Vice President"** would refer to the VICE PRESIDENT of GREEN WOOD CITY, B & C Blocks
- p. **"SERETARY"** would refer to the SECRETARY of RWA, GREEN WOOD CITY, B & C BLOCKS
- q. **"TREASURER"** would refer to the TREASURER of GREEN WOOD CITY B & C BLOCKS.
- r. **"RESIDENTS"** would mean & include all those who reside in any of the dwelling units in RWA Green Wood City, B & C Blocks by virtue of their ownership in a legally rented out or leased unit.
- s. **"PUBLIC NOTICE"** means a notice published in at least two newspapers largely circulated in the area of which one shall be in vernacular and copy of which is also displayed on the notice board of the RWA as well as in the office of the District Registrar.
- t. **"RESIDENTIAL COMPLEX"** would mean and refer to RWA GREEN WOOD CITY, B & C BLOCKS, Sec 45, Gurgaon.
- u. **"Special resolution"** means a resolution passed in the meeting of the General Body on which at least 40 % of the members entitled to vote are present and the resolution is approved by the three fifth of the members so present.

The words and expression used in the byelaws/Rules & regulations and not defined herein shall have the meaning assigned to them in other Acts and rules.

Words including singular number shall also include the plural number and vice versa and words importing masculine gender shall also include the feminine gender.

2. Membership:

(a) Eligibility Criteria: Persons applying for membership of the RWA:-

- (i) Must be an allottee/owner or a tenant of the dwelling unit located in RWA Green Wood Sec 45, Gurgaon, must be 21 years of age on the date of admission. The spouse or a blood relation of the first owner residing in the premises can be a member provided the first owner (in writing) has no objection to his/her being a member.
- (ii) Should subscribe to the aims and objects of the RWA.
- (iii) Must have deposited the admission fee and the annual subscription fee and must not be in arrears of payments of such fee as on date of annual general meeting for continuing as a member.
- (iv) Must not be an insolvent and of unsound mind.
- (v) Must not have been convicted of an offence involving moral turpitude involving imprisonment of one year or more.
- (vi) Must not have any business or commercial interest in the colony.

Handwritten signatures and initials:
 D. Singh
 Anand
 Dev

(b) Kinds/types/categories of members: The RWA shall consist of four different categories of members as under:

(i) Founder members- A member who has been admitted as a founder member at the time of registration of the RWA has paid the requisite membership fee to the RWA. The number of founding members shall not exceed 300. The founder members shall also be deemed to have the privilege of being the members of the collegium without election in case the total number of members of the RWA exceeds 300.

(ii) Life members- A person may be admitted as a life member on payment of the prescribed fee and such person shall continue to be member of the RWA for life. The total number of life members shall not exceed--.

(iii) Ordinary member_ The RWA shall have a total number of —ordinary members who shall continue to enjoy their membership only so long as they are not in arrears of payment of their subscription fee. An ordinary member may be admitted as a tenure member say for a period of 2 to 5 years as the case may be and he will cease to be a member of the RWA on completion of his tenure unless it is renewed by the governing body by another tenure.

(iv) Honorary member- The governing body may admit individuals of distinguished talent or merit or whose association is deemed to be beneficial to the RWA or who has rendered services of outstanding merit to the RWA or who is distinguished citizen of India or any other country as Honorary member of the RWA, after obtaining consent of the individual without payment of any membership subscription or fee. (He may be allottee/owner/tenant or any dwelling unit located in RWA Green Wood City, Sec 45, Gurgaon) The number of such honorary members shall not exceed 5. The honorary members shall be entitled to attend the meetings and contribute to the deliberations but shall have no right to vote.

No Founder/Life/Permanent/Associate/Honorary member will be permitted to do any Commercial activity from the above said Residential Floors Villas/elots within RWA GREEN WOOD CITY, SECTOR-45, GURGAON' residential complex. Including provided for parking of personal two/four wheeler vehicles of the residents.

3. PERMANENT MEMBERS:

- a. All the allottee Of the Dwelling Units. including their immediate families or their legal heirs nominated by the owner will be Permanent members Of the R WA
- b. A member shall cease to be a member of the RWA in the event of his Death However his membership can be transferred in favor of the inheritor/successor to the Dwelling Unit, subject however to the condition mentioned in 'Para "C" below:
- c. The inheritor/successor claiming membership to the R WA, as mentioned in 'Para3(1) above will be required to produce before the R WA, an attested copy of the 'Succession Certificate' and a 'Death Certificate' issued & signed by Appropriate Authority in this regard.
- d. In the event of death of a Permanent member, if there are more than one successors, membership can be transferred to any one of them as mutually agreed between them and who jointly represent them before the R WA. In this case of a dispute in this regard the membership will be transferred to the one who produce the succession certificate duly authenticated by the Appropriate Authority this regard.
- e. Only One (1) member per Dwelling Unit will have the Voting Rights, who nominated by the Allottees.
- f. A member will abide by the Rules, Regulations and Bye-laws of the RWA

All liabilities of maintenance services etc. as levied by the RWA for providing maintenance services etc. will **PRIMARILY** rest within the Permanent Member in respect of his/her Dwelling Unit.

- h. Maintenance charges as levied by the RWA will expeditious/promptly be cleared in every case.

In the event of a member selling of hi/her property/Dwelling Unit. He/she will intimate the Secretary of the RWA at least 15 days in advance before handing over of the physical possession to the buyer and obtain a ' **No Dues Certificate**' for the same.

4. ASSOCIATE MEMBERS

Non Allottees (Tenants/Lessee) may be given fulfillment of all the following conditions:

- a.) A No Objection letter issued by the Owner/Allottee
- b.) Undertaking signed by the occupant and allottee, to all effect that all the members of the occupant's family shall abide by rules, regulations and Bye- Laws of the RWA.
- c.) A copy of the Agreement by the Occupant to pay the monthly subscription charged by the RWA shall be submitted to the Secretary of the RWA in case of tenants/lessee. However in case default of any type, the responsibility will lie totally on Allottee.
- d.) Such Associate members shall also be entitled to all services provided by the RWA.
- e.) Associate members will however have no rights to vote on Decision making issue, when discussed in the General Body meeting or in the Management Committee Meeting.
- f.) Associate Members shall not be debarred from making payment of the periodic maintenance charges directly to the RWA, where so arranged by them with the Allottees of the Dwelling Unit concerned.
- g.) In case an Associate member desires to withdraw his/her membership from the RWA He/She can produce a Consent letter from the allottee of the Dwelling Unit to the effect that the allottee has given his consent to this effect and Allottee would hence forth bear all the liabilities in respect of the maintenance charges.
- h.) Associate Members shall be allowed to attend the General Body meeting at the discretion of the General Body and also raise & discuss issues of common interest and those affecting the Residential complex in general.
- i.) In the event of Association Member vacating of his/her property/Dwelling Unit. He/she will intimate the Secretary of the RWA at least 15 days in advance before handing over of the physical possession to the buyer and obtain a " NO DUES Certificate" for the same.

5. Membership fee & Annual Subscription :

A resident can apply for the Membership of the RWA on a Membership Application Form to be provided by the RWA.

- a. The membership fees for all the categories of members will be mutually decided from time to time.

- b. Annual membership fees /subscription shall be payable by the permanent members every year for renewal of their membership.
- c. The above amounts charged for sale of forms & Annual Membership fee are subject to review & revision from time to time by the General Body at the AGM as deemed necessary.
- d. The payment of annual subscription of a member shall become due as on 1st of April of every year, which may be paid latest by the 30th of June of such year. The membership of a defaulting member shall be deemed to be under suspension after due date (30th June) and such member shall not be entitled to cast his vote after 1st July of the said year.
- e. The suspension of membership on account of default in payment of the annual subscription may be revoked after he has cleared the default along with 18% interest on the amount payable, however, he shall not be eligible to cast his vote in any election held during the remaining of the financial year.
- f. All payments towards all types of membership shall be made by the applicants from their Bank accounts though a Bank instrument i.e. Demand Draft/ Pay Order/ Cheque drawn in favor of RWA GREEN WOOD CITY and in no case be accepted in cash.

6. Admission Procedure:

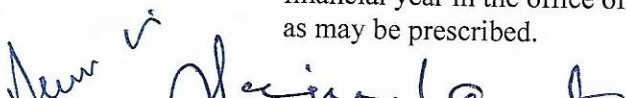
- i. The admission of a person as a member of the RWA shall be decided by its Governing Body from time to time.
- ii. An individual willing to be a member of the RWA has to submit an application in prescribed form, and along with supporting documents to the Secretary duly filled in and signed and recommended by a regular member of the RWA.
- iii. The Secretary shall examine the application and place the same before the Governing Body for a decision.
- iv. The Governing Body may accept or reject the application and the decision of the Governing Body in this regard shall be final. It shall not be bound to assign reason for decision.
- v. The approval of the Governing Body shall be intimated to the member, his name shall be entered in the register of members, to be maintained in such manner & form as prescribed under the Haryana Societies Registration unit Regulation Act, 2012 and he/she will be issued an Identity Card of the RWA.

7. **Identity Card for every member:** Every person admitted as a member will be issued an identity card containing his/ her photograph, brief particulars and membership category .Duly signed by the individual Member and the General Secretary of the RWA.

8. **Register of Members**

- a. A register of Members will be maintained by the RWA at its registered office as per prescribed Form, and shall enter therein the particulars of admission removal of member within fifteen days in a prescribed manner.
- b. The RWA shall file an updated list of members, separately showing inclusions and deletions, if any, every year within a period of sixty days of the close of financial year in the office of the District Registrar in physical or electronic mode, as may be prescribed.





9. Rights & Obligation on Members

- a. Every member shall subscribe and be bound by the Bye-Laws of the RWA as amended from time to time and registered with the District Registrar.
- b. Every member may demand the copy of the Memorandum and Bye-laws of the RWA at the time of his admission as a member of the RWA.
- c. Every person admitted as member on the date of notification of the elections, except an Honorary member, shall have a right to cast his vote at the elections of the RWA. Provided such member is not a defaulter in payment of any dues of the RWA and the annual subscription for a period of three months beyond the due date i.e. 30 June of the year.
- d. Every member of RWA shall have the right to inspect the books of accounts. Books containing the minutes of proceeding of the general meeting. Meetings of the Governing Body and register of members of the RWA upon payment on any working day by giving seven day notice.
- e. Members shall have the right to enjoy/avail the services provided by the RWA as part of the aims & objectives of the RWA upon payment of the monthly subscription Charges levied by them.
- f. No member shall be entitled to enjoy any special privileges from the RWA by virtue of his/her membership in RWA /Executive committee and/or the General Body. However while performing the duties assigned by the RWA he/she may avail of some facilities of privileges subject to the approval/consent of the Executive committee.

10. Cessation of Membership

Any person admitted as a member shall cease to be a member of the RWA in the following events.

1. Attracts the provisions contained in Section 22 of the Act;
2. Upon his/ her acting contrary to the aims and objectives of the RWA.
3. Upon such member being found guilty of a financial misappropriation of the funds of the RWA
4. Upon indictment and directions for removal by the District Registrar/ Registrar General of RWA.
5. An Honorary member shall cease to be a member of the RWA, if the Governing Body decided so by passing a resolution in this behalf.

11. General Body

- A. Every member admitted as a member shall be a member of the General Body of the RWA and shall be entitled to cast his vote for the election of the Governing Body of the RWA unless he is in arrears of payment of any dues of the RWA, including the annual subscription.
- B. Every member shall cast his vote in person and no proxy voting shall be allowed.

12. Meeting of the General Body.

- 1) A meeting of the General Body of the RWA will be held as and when required. However at least one meeting of the General Body of the RWA, called as the Annual General Meeting (AGM) will be held in a year, within six months of the close of the financial year for consideration and adoption of the duly audited annual accounts of the RWA in addition to transaction of any other business of the RWA as may be required.
- 2) The Governing Body of the RWA may convene an extra ordinary meeting of the General Body of the RWA at any time after giving due notice as prescribed hereunder, either of its own or within 45 days of receipt of a written requisition along with reason for convening such meeting, from at least 1/10th of the members of General Body.

- 3) For any meeting of the General Body, a clear notice of at least 14 days along with a copy of the agenda of the business to be transacted, date, time & venue of the meeting will be given| to the members of the General Body. A copy of such notice will also be endorsed to the District Registrar.
- 4) A meeting of the General Body may also be convened at a shorter notice, if agreed to. By a majority (at least above 50% of the total members) of the members of the General Body.
- 5) Quorum for the meeting of the General Body will be 40% of the total members entitled to Vote and present in person, subject a minimum of four members. In case of a meeting Adjourned for want of quorum, the quorum for the adjourned meeting shall not be less than 10% of the total members, subject to a minimum of three. The General Body shall be competent to transact all business in such adjourned meeting except the consideration of any' Special Resolution. Any Special Resolution can be passed in such adjourned meeting only if at least 25% of the total members of the RWA are present.
- 6) The proceedings of all meetings of the General Body will be recorded in the minutes-book (bound or in loose leaves) maintained separately for the purpose by the Secretary and such minutes will be signed by the President of the meeting and the Secretary of the RWA.

13. Power, Functions & Duties of the General Body

- i. To guide the RWA in determining and fulfilling its aims and objects.
- ii. To decide policy matters such as changes of name of the RWA, amendment in the Memorandum of Association and Byelaws of the RWA, approval of annual accounts of the RWA, approval for disposal of Haryana Registration and Regulation of Societies Act, & Rules, 2012.
- iii. To elect the member of the Governing Body.
- iv. To remove any member from Governing Body and according approval to the continuation of a person appointed as member of the Governing Body against a casual vacancy.

14. Governing Body.

1) Composition: The Governing Body of the RWA shall consist of a total of 7 Office bearers and Members as under:

- (a). President
- (b). Vice- President
- (c). Secretary
- (d). Treasurer
- (e). Three Executive Members

14.1. Election of the Governing Body:

1. The Term of the Governing Body shall be two years from the date of approval of its election by the District Registrar.
2. The Governing body will declare the Schedule of Elections and appoint the the Returning Officer for conduct of elections and also notify/display a list of members of the General Body entitled to vote at least 45 days prior to the holding of the General Meeting conduct of the elections. The Governing Body shall also send notices for holding elections of the 'Governing Body to all the members, conveying the date, time & the manner. The information w.r.t. holding of election for the Governing Body shall also be sent to District Registrar to appoint an observer, if he so desires.
3. Any objections qua the list of members of the RWA entitled to vote shall be decided by the Returning Officer in consultation with the office-bearers of the RWA. However, the decision of the Returning Officer shall be final in the event of any difference of opinion. The Returning Officer shall, thereafter, invite nominations to be filed within the period prescribed in the Schedule of elections, scrutiny and withdrawal of nominations, if any, for election of the office- bearers and the executive members of the Governing Body.
4. The Returning Officer will display a list of the contesting members on the notice board of the RWA. The returning officer will conduct the election on the notified date. The members eligible to vote will be allowed to cast their vote in person and wherever disputed, on

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production of the identity card issued by the RWA.

5. After closing hours on the date of the poll, the returning officer will declare the result and constitute the Governing Body, duly signed by the Returning Officer will be filed with District Registrar within 30 days, who shall accord his approval of the same upon his notification.
6. The office-bearers of the RWA shall not be entitled to any remuneration for rendering services to the RWA.

3). Filling of any Casual Vacancy on the Governing Body: Any vacancy arising on account of Resignation or death of any member of the Governing Body or for any other reason may be filled-up by the Governing Body, if required, from amongst the members of the General Body on adhoc basis till holding to next Annual General Meeting of the RWA. Such adhoc member of the Governing Body shall cease to be a member of the Governing Body on the date of the next Annual General Meeting, if his appointment is not approved in the Annual General Meeting by a majority vote for the balance term of the Governing Body.

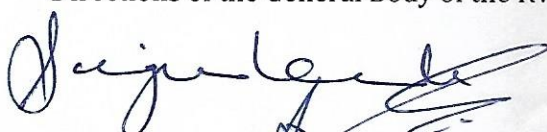
4). Meetings of the Governing Body –

- A. The meetings of the Governing Body will be held as and when required. However, the Governing Body shall meet at-least once in every quarter and there will be minimum four meetings of the Governing Body in a financial year.
- B. A clear notice of three days of every such meeting will be given by the Secretary of the Governing Body to the office bearers and members before the date appointed for the meeting. However, the Governing Body may meet at shorter notice, wherever so required, with the consent of at least fifty percent of its members.
- C. The quorum of the meetings of the Governing Body shall be at least 40% of the total members of the Governing Body, subject to a minimum of 5 members. In case 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 three members, shall form the quorum for the adjourned meeting.
- D. The proceedings of every meeting of the Governing Body will be recorded in the proceedings book separately maintained for this purpose. Such minutes shall be signed by the Chairman of the meeting and the secretary of the RWA. In case the Chairman or the secretary are not available to sign the minutes, these will be signed by the two members present in the meeting as may be authorized by the Governing Body.
- E. The minutes of every meeting of the Governing Body will be placed for confirmation in the succeeding meeting of the Governing Body.

5) Powers, Functions & Duties of the Governing Body-

- I. The Governing Body will be responsible for achieving the aims & objectives of the RWA and shall work in the best interest of the RWA, for which it shall be empowered to deploy the funds & assets of the RWA for the stated objectives;
- II. The Governing Body will be competent to raise funds and purchase property Movable and immovable, on free-hold or lease basis in its name, as decided by it.
- III. The Governing Body shall have full charge of all immovable properties and moveable assets belonging to or vested in the RWA and these will be managed in such a manner as it considers appropriate subject to the overall control and Directions of the General Body of the RWA.


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- IV. The governing Body shall be competent to invest the funds in the manner it considers appropriate in the best interest of the RWA and it shall be competent to borrow or mortgage or hypothecate the properties on behalf of the RWA in the manner decided.
- V. To constitute various standing or adhoc committees for looking after such functions as may be assigned from time to time.
- VI. To create provision of engagement of regular or part-time employees of the RWA to look after the sartorial, accounting and other functions in a seamless manner.
- VII. To outsource certain functions e.g. cleaning, security and similar other maintenance activities of the premises of the RWA. In the event of takeover of the maintenance services both mandatory/non mandatory (and outsourced to an external agency), it will be incumbent on all the members/nonmembers/associate members/residents/commercial establishments to pay the service charges as decided by the governing body. If any category of the above mentioned persons defaults in the payment of the dues after giving adequate notice, the governing body will be empowered to curtail/cut any/all such services.

. Powers, functions and duties of individual members of Governing Body:- The financial powers of the governing body will be Rs 3L per item per transaction.

(i) President:

- a) To preside over all the meetings of the general body and of the governing body and regulate the proceedings of such meetings.
- b) To do all such acts, deeds and things as may be authorized by the general body and/or the governing body from time to time.
- c) To allow or disallow discussion on any matter which is not in the agenda.
- d) To allow proper transparent functioning of the RWA/governing body.
- e) To ensure strict compliance of the provisions of HRRS Act 2012 and the rules made thereunder.
- f) To supervise and guide the overall activities/achievements of aims and objectives of the RWA.

(ii) Vice President:

- a) To assist the President in carrying out his duties.
 - b) In the 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 governing body.

iii) Secretary:

- a) To conduct, organize, supervise and manage all the affairs of the RWA and all such acts and perform all such duties for the working of the RWA as may be assigned by the President/governing body;
- b) To receive, scrutinize and place applications for membership of the RWA before the Governing Body and to enter the name of the members, if approved, in the register to members under his initials and to intimate the members about the same and issue identity cards to the members so admitted;
- c) To convene meetings of the General Body/Governing Body with the consent of the President and serve proper notices as prescribed under these byelaws
- d) To attend all the meetings of the General Body and the Governing Body and assist the President in conducting the meetings and record proceedings of all the meetings.
- e) To prepare annual report of the RWA and place it before the Governing Body along with audited annual accounts of the RWA, for approval to place the same before the General Body in the Annual General Meeting.
- f) To keep and preserve the records of the RWA/ Governing Body.
- g) To help and assist the President in looking after the complete affairs of the RWA and in attaining aims & objects of the RWA.
- h) To ensure timely filing of all statutory returns/ documents in the office of the District Registrar and such

other authorities as may be prescribed under the Haryana Registration and Regulation of Societies Act, 2012 and the rules made there under.

- i) To be the custodian for safe custody of common seal of the RWA and affix the same wherever required, as per the authorization of the Governing Body.
- j) To conduct correspondence on behalf of the RWA / Governing Body and to sign letter and paper on its behalf and to ensure that all statutory registers and records are properly kept and maintained.
- k) To prepare before announcing of the date of election and the Annual General Meeting the list of all members eligible to vote, duly updated and to place it before the Governing Body.
- l) Act as the overall in-charge of the administration and execution of all the programme of the RWA/ including financial affairs on behalf of the Governing Body including creation of posts, fixation of salaries/ remuneration/ allowances etc. make appointments/ engagement of staff, make purchases and do all other such things as may be necessary in the furtherance of the aims & objects of the RWA in accordance with the delegations by the Governing Body from time to time and where no such delegation is specifically made, in consultation with the President of the RWA.

(iv) Treasurer:

- a. To keep accounts of all financial transactions of the RWA and of all the sums of money received and spent by the RWA and maintain records of receipts and expenses relating to such matters, and of assets, credits and liabilities.
- b. To get the accounts of the RWA audited by the chartered accountant appointed by the Governing Body at the close of the financial year, every year.
- c. To submit to the Governing Body through General Secretary/Secretary, the audited annual accounts of the RWA, at least one month prior to the date of annual general meeting.
- d. To act as the overall custodian of all the books of accounts of the RWA Financial statements, receipt books, expense vouchers, bank pass books & Cheque books, cash etc.

(V) Cessation of members of the Governing Body- An office-bearer/ executive member of the Governing Body shall cease to be an office-bearer or executive member:

- (a) upon submission & acceptance of his resignation;
- (b) if he ceases to be member in accordance with sub clause(8) of clause 4 of these byelaws;
- (c) if he is removed by a resolution passed in the meeting of the General Body.

(VI). Exclusion from the Employment of a RWA:

- (a) No member of the RWA shall be in full time or part time employment of the RWA.
- (b) NO dependent or family member or close relative of the office- bearers and members of the Governing Body shall be engaged as an employee of the RWA during its term;
- (a) Every office-bearer and member of the Governing Body shall make a declaration in case any person in the employment of the RWA is his close relative

15. Amendments in the Memorandum of Association, Byelaws, Name of the RWA, etc. - Any 'amendment in the Memorandum of Association and Byelaws, or Change of Name, amalgamation or division of the RWA will be done only with the approval of the General Body by way of a special

[Handwritten signatures and initials]

resolution. The intimation of any such amendment or change, along with attested copy of the requisite documents, shall be filed in the office the District Registrar by the General Secretary / Secretary within such time as may be prescribed under the Haryana Registration and Regulation of Societies Act, 2012 and the rules made there under.

16. Management of assets Funds of the RWA;

- (1) The sources of income of the RWA will include receipts on account of membership fee. Annual subscription, rent from property/ assets, interest, consultation fees, donations, gifts,) grants, etc. The RWA can also raise funds through interest-free short term loans from its members or from scheduled banks on interest. Loan from the scheduled banks on interest will be taken only for purchase of creation of capital assets and not for meeting any recurring revenue expenditure under any circumstances.
- (2) The Governing Body will prepare and approve an annual budget of the RWA on the basis of its estimated income and the capital & revenue expenditure during the first quarter of the financial year and shall also place a copy thereof before the General Body in its Annual General Meeting for information.
- (3) The Bank accounts of the RWA will be jointly operated by such members/ office bearers as may be decided by the Governing body from time to time.
- (4) All assets and funds will belong to the RWA and vest in the RWA.
- (5) All receipts and payments of the RWA shall be made through Bank Instruments (i.e. DD/Pay Order/Cheque/ Bank Transfers/RTGS) including all receipt towards the Membership fee and the annual subscriptions the members. However, the Governing Body may determine the limits of financial transactions which may be conducted in cash in certain other cases.

17. Accounts of the RWA;

1. **The treasurer of the RWA will** be responsible for keeping and maintaining proper books of accounts i.e. cash book, ledger ect. As required under the Income Tax laws and or `any other authority including the Institute of Chartered Accountants of India. at its Registered Office with respect to all sums of money received and expended by the RWA and the assets and liabilities of the RWA.
2. The books of accounts of the RWA shall be open to inspection during the business hours by the Registrar General, Registrar, District Registrar or any officer authorized by them and by any member of the RWA.
3. The annual accounts of the RWA will be signed by any two authorized office-bearers of the RWA.
4. The Governing Body will appoint a chartered accountant, who shall not be a member of the Governing body or family member of any member of the Governing Body. For auditing the accounts and filing of income tax return of the RWA for each financial year at such remuneration as may be determined by the Governing Body.

18. Common Seal

The RWA will have a common seal which shall be kept in safe custody of the General Secretary/Secretary and shall be affixed wherever it is required in accordance with the authorization by the Governing Body.

19. . Amalgamation of the RWA

The RWA may amalgamate itself with any other RWA established with the identical aims and object or allow any RWA to amalgamate with itself by a Special Resolution passed in this accordance with the previsions contained in Section 52 of the Act and rule 25 made there under:

The bottom of the page features several handwritten signatures and initials in blue ink. From left to right, there is a signature that appears to be 'Dhroodi', followed by a stylized 'Df' or 'Df' signature, and then a long, flowing signature that looks like 'Sujal' or 'Sujal' with a large flourish. There are also some smaller, less distinct marks and initials scattered around these main signatures.

20. Dissolution of the RWA

- a The RWA may resolve dissolve itself in accordance with the provision contained in the and the rules there under in case it becomes difficult to carry on with the operations of the RWA, or it becomes insolvent or for any other pressing and unavoidable reasons;
- b In the event of dissolution of the RWA, no assets of the RWA shall devolve on or distributed amongst the members of the RWA;
- c Its assets and properties shall be first used to liquidate any liabilities and the left-over properties/ assets, if any, shall be considered for transfer to any other RWA established with identical aims and objects or to the District Collector for use thereof in the general public interest.

21. The Following Construction / Renovation Guide Line are Late Gown for Strike complain by residents who wise to starting construction/Renovation of their building:-

- A. Enroll yourself for RWA membership – Mandatory as per HRRS Act 2012. Contact Secretary/ Treasurer for membership
- B. Obtain NOC from RWA before Starting Construction.
- C. NOC will be issued by depositing nonrefundable deposit of Rs. 50000, Rs 20000 Contribution for perimeter fencing , Rs. 5000 Each as annual subscription for the years 2014-15, 2015-16 and 2016-17 and Rs. 7500 for 2017-18 , to RWA and sanctioned site plan of the house.
- D. Strict Adherence to following:
 - 1. Obtain security passed from RWA for all the construction worker and contractor.
 - 2. Not more than 4 persons to stay overnight at the site
 - 3. No construction work on Sundays and public Holidays.
 - 4. Construction work timing 8:30 AM to 6:00 Pm
 - 5. Toilet facilities for worker connected to sewer line including enclosed bathing.
 - 6. No worker to toilet in the colony.
 - 7. Construction waste/melba to be cleared every 15 days
 - 8. Construction of the house to be completed within a max of 2 year
 - 9. Building materials not to be unloaded on the roads. Only on adjacent vacant plot between 8:30AM to 6:00 PM
 - 10. Construction site to be enclosed on side by tin sheet to prevent construction waste/dust to adjoining neighbors
 - 11. Insist on stilt parking. Create parking for min 2 cars in front of the house. No Encroachment of green belt please.

RWA GREEN WOOD CITY

B-95, GREEN WOOD CITY, SECTOR-45, GURGAON (HARYANA)

CERTIFIED COPY OF THE RESOLUTION OF RWA GREEN WOOD CITY
HELD ON 25.02.2014 IN WHICH FOLLOWING MEMBERS WERE PRESENT :-

S.No.	Name	ADDRESS
1.	Minakshi Singh W/o Sh. Prem Singh	C/16, Green Wood City, Near Unitech Cyber Park, Sector-45, Gurgaon
2.	R.K. Aggarwal S/o Late Sh. R.C. Aggarwal	B-94, Green Wood City Gurgaon
3.	Arun Kumar Gupta S/o Sh. Ram Lal Gupta	B-95, Green Wood City, Sector-45 Gurgaon
4.	Satpal Singh Dahiya S/o Sh. Nand Lal Dahiya	C-79, Green Wood City, Sector-45 Gurgaon
5.	Alpna Verma W/o Sh. Anil Verma	C-74, 1st Floor, Green Wood City, Sector-45 Gurgaon
6.	Vijay Kumar S/o ----	C-48, Green Wood City, Sector-45 Gurgaon
7.	Sanjeev Khosla S/o Sh. O.P. Khosla	C-52, Green Wood City, Sector-45 Gurgaon



Resolved that RWA Green Wood City , Sector-45, Gurgaon (Haryana) unanimously elected the following office bearers governing body.

S. No.	Name	Designation
1.	Minakshi Singh	President
2.	R.K. Aggarwal	Vice-President
3.	Arun Kumar Gupta	Secretary
4.	Satpal Singh Dahiya	Treasurer
5.	Alpna Verma	Executive Member
6.	Vijay Kumar	Executive Member
7.	Sanjeev Khosla	Executive Member

Alpna Verma

Spk

Shodi

Sanjeev Khosla

It was unanimously Resolved that Smt. Minakshi Singh is authorized to get the above Society registered with the Registrar of Firms and societies under the Societies Registration Act. She is further advised to make necessary expenditure in this connection and to sign all the relevant papers.

Smt. Minakshi Singh advised to Sh. Arun Kumar Gupta to read out frame rules and regulations and accordingly all members whose signatures are as under :-

Minakshi Singh
(Minakshi Singh)



Devi
(Arun Kumar Gupta)

Satpal Singh Dahiya
(Satpal Singh Dahiya)

Alpa Verma
(Alpa Verma)

(Vijay Kumar)

Sanjeev Khosla
(Sanjeev Khosla)

Certified that it is true copy of the Original entry of proceeding book which is in the custody of the RWA Green Wood City, Sector-45, Gurgaon (Haryana).

ALLOWED AND CERTIFIED ONLY AIMS
AND THE REGISTRAR OF FIRMS AND SOCIETIES
HARYANA
SECTION 6 AND 6A

Devi
Signature of the Secretary

RWA Green Wood City, Gurgaon

Anodi

Devi

Certified to be True Copy

District Registrar of Firms & Societies
Gurgaon, Haryana

Minakshi Singh



Certificate of Registration of Society.

I hereby certify that a Society bearing the Registration Number and name as under mentioned has been registered this 21st day of March month 2014 Year under the Haryana Registration and Regulation of Societies Act 2012(Haryana Act No. 1 of 2012).

State Code		District Code			Year of Registration			Registration Number					
H	R	0	1	8	2	0	1	4	0	1	2	5	4
Name of the society RWA Green wood City.								Registered Office Address B-95, Green Wood City, Sector-45, Gurgaon					

Issued under my hand at Gurgaon this 21st day of March month, Year 2014.




District Registrar
Firms & Societies
Gurgaon

Station: Gurgaon.





