270/5414
Tuesday,October 06 ,2020
4:30 PM

पावती

Original/Duplicate
नोंदणी क्र. :39म
Regn.:39M

पावती क्र.: 6458 दिनांक: 06/10/2020

गावाचे नाव: जामठा
दस्तऐवजाचा अनुक्रमांक: नग्न7-5414-2020
दस्तऐवजाचा प्रकार : घोषणापत्र
सादर करणाऱ्याचे नाव: मेसर्स राधा माधव डेव्हलपर्स तर्फे पार्टनर श्री राजेश नवरंगलाल अग्रवाल . .

नोंदणी फी	रु. 100.00
दस्त हाताळणी फी	रु. 5480.00
पृष्ठांची संख्या: 274	
एकूण:	रु. 5580.00

DELIVERED

आपणास मूळ दस्त ,थंबनेल प्रिंट सही- शेरा 4:48 PM ह्या वेळेस मिळेल.

सह दुय्यम निबंधक वर्ग-१
NGP7
नागपूर ग्रामिण क्र. ७

बाजार मुल्य: रु.1 /-
मोबदला रु.0/-
भरलेले मुद्रांक शुल्क : रु. 100/-

1) देयकाचा प्रकार: DHC रक्कम: रु.1480/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0610202007721 दिनांक: 06/10/2020
बँकेचे नाव व पत्ता:
2) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0610202007620 दिनांक: 06/10/2020
बँकेचे नाव व पत्ता:
3) देयकाचा प्रकार: DHC रक्कम: रु.2000/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: 0610202007510 दिनांक: 06/10/2020
बँकेचे नाव व पत्ता:
4) देयकाचा प्रकार: eChallan रक्कम: रु.100/-
डीडी/धनादेश/पे ऑर्डर क्रमांक: MH005187286202021E दिनांक: 06/10/2020
बँकेचे नाव व पत्ता:

CHALLAN

MTR Form Number-6

GRN	MH005187286202021E	BARCODE		Date	06/10/2020-09:54:43	Form ID	25.1

Department	Inspector General Of Registration	Payer Details	
Type of Payment	Stamp Duty Registration Fee	TAX ID / TAN (If Any)	
		PAN No.(If Applicable)	
Office Name	NGP7_JT NAGPUR NO 7 SUB REGISTRAR	Full Name	M S RADHA MADHAV DEVELOPERS
Location	NAGPUR		
Year	2020-2021 One Time	Flat/Block No.	PLOT NO 1 2 3 4 5 6 7
Account Head Details	Amount In Rs.	Premises/Building	
0030046401 Stamp Duty	100.00	Road/Street	MOUZA-JAMTHA
0030063301 Registration Fee	100.00	Area/Locality	NAGPUR
		Town/City/District	
		PIN	4 4 0 0 1 2
		Remarks (If Any)	SecondPartyName=M S RADHA MADHAV DEVELOPERS~
Total	200.00	Amount In Words	Two Hundred Rupees Only

Payment Details	STATE BANK OF INDIA	FOR USE IN RECEIVING BANK			
Cheque-DD Details		Bank CIN	Ref. No.	00040572020100674381	IK0ASUNVDS4
Cheque/DD No.		Bank Date	RBI Date	06/10/2020-09:24:55	Not Verified with RBI
Name of Bank		Bank-Branch		STATE BANK OF INDIA	
Name of Branch		Scroll No. , Date		Not Verified with Scroll	

Department ID :

Mobile No. : 9885525202

NOTE:- This challan is valid for document to be registered in Sub Registrar office only. Not valid for unregistered document.

सदर चलन केवल दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागु आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागु नाही.

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१ / २६४



Print Date 06-10-2020 09:55:48



DEED OF DECLARATION

OF

VRINDAVAN TOWNSHIP OWNERS WELFARE ASSOCIATION

(Form A)

THIS DECLARATION is made on this 06th day of October, 2020, at Nagpur by Mr. **M/S RADHA MADHAV DEVELOPERS**, a partnership firm duly registered under the provisions of Indian Partnership Act, 1932, bearing its Registration No. NGP-122220/2011-12, having its registered office at Plot No. 125, Ward No. 3, Abhyankar Road, Sitabuldi, Nagpur – 440 012, having PAN No. AAJFR4038G, acting through its authorized Partner **SHRI RAJESH S/O NAVRANGLALJI AGRAWAL**, aged about 51 years, Occupation: Business, having office at Plot No. 125, Ward No. 3, Abhyankar Road, Sitabuldi, Nagpur – 440 012, hereinafter referred as "**The Grantors**" fully empowered and qualified to execute this Deed do hereby state as follows:

1. That the Grantors owns the Property detail below situated in Mouza Jamtha within the limits of Nagpur Improvement Trust ,Tah. and District Nagpur which is described as follows namely :

   All that Piece and parcel of land bearing survey number 248, 257/2, 258/1-G & 258/1-K, 258/2, P.H. No. 42, Jointly admeasuring about 22 HR of Mouza Jamtha is owned and possessed by the grantor in pursuance to the following Sale Deeds:

   Sale Deed Dt. 12.02.2007, which is duly registered with the Office of the Sub-Reg. Nagpur – 7 (Rural), in Book No. 1 at Sr. No. 895 in respect of Survey No. 248,

   Sale Deed dated 16.05.2012, which was duly registered before the Jt. Sub-Registrar, Nagpur – 7 (Rural) in Book No. 1 at Sr. No. 2619 in respect of Survey No. 257/2.

   Sale Deed dated 03.05.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 (Rural) in Book No. 1 at Sr. No. 2636 in respect of Survey No. 258/1-G,

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Sale Deed dated 20.04.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 (Rural) in Book No. 1 at Sr. No. 2402 in respect of Survey No. 258/1-K,

Sale Deed dated 20.04.2007, which was duly registered before the Jt. Sub-Registrar, Nagpur-7 (Rural) in Book No. 1 at Sr. No. 2387, in respect of Survey No. 258/2.

a) AND WHEREAS, the Grantor here in converter the entire land as about said into a non-agricultural residential use in accordance with the order past by the Honourable Collector, Nagpur, under section 44(1) of Maharashtra Land Revenue Code, 1966, in Revenue Case No. 309/NAP-34/2011-2012, dated 14.05.2012.

b) AND WHEREAS, in the mean-time, the layout plan in respect of the about said non agricultural land was also sanctioned by the Assistant Director Town Planning, Nagpur Improvement Trust, on 6 January 2012 and the same was incorporated in the NA order cited above;

c) AND WHEREAS, the title of Grantor for said property is thus clear , marketable and unencumbered one. The Grantor is therefore, competent to execute and have the Deed of Declaration in the capacity as the owners of the said property &as the Grantor.

d) AND WHEREAS, the Grantor decided to develop each individual plots / clusters (total of 8 in Number)therein into a Residential estate by Constructing double duplex / twin bungalow / Row Houses, & High Raise building Containing self contained apartments and with such intention, the grantor forwarded the building plan for sanction in the office of Nagpur Improvement Trust.

e) AND WHEREAS That the Owner/Developer thereafter converted the entire land as above said into a non-agricultural residential use in accordance with the order passed by the Collector, Nagpur u/s 44(1) of the Maharashtra Land Revenue Code, 1966 in Revenue Case No. 125/NAP-34/2013-2014 dated 31.01.2014 AND the Collector, Nagpur modified said order on 06.06.2014. In the meantime, the layout plan in respect of the above said non-agriculture land was also sanctioned by the Executive Engineer (Metro), Nagpur Improvement Trust on 26.03.2014;

2. That the grantor in the above manner has developed a total of 8 Plots / Clusters by obtaining building sanction permit from the Nagpur Improvement Trust and name them as Devaki, Vasudev, Balaram, Rukmani, Sudama, Yashoda



Nand & Gokul. The above mentioned 8 lots clusters are part and parcel off the **"Vrindavan Township"** developed by the Grantor. The Layout Sanction Map issued by the Competent Authority, Nagpur Improvement Trust in respect of Vrindavan Township is next here with as **Exhibit A1 and A2.**

3. That the Vrindavan Township shall be Federation of 8 independent Clusters / Associations mentioned above and shall consist of all common areas including common facilities, roads, landscaping and equipments in the premises of " Vrindavan Township" other than those specifically mentioned in above respective Deed of Declarations of Independent Clusters and alsoexcluding the constructed clubhouse building and swimming pool. The affairs of the club shall be managed by the Grantor. The Grantor shall ensure that the club shall be used for the common collective beneficial use of the inhabitants of the Vrindavan Township. That for the upkeep and maintenance of the club and the activities in the form of Gymnasium etc the Grantor has the right to charge membership fee for the enjoyment of the same. If the Apex body desires to manage the club, in that event, the Grantor has to be paid the construction cost incurred& till such time the club shall remain in exclusive possession of the Grantor.

4. THAT this Federation / Association shall be Known as **"Vrindavan Township Owners Welfare Association"** and the properties / common areas and facilities of this association shall consist of Main Streets and Bridges, Streets between Clusters along with Street Lights & Foot Path (Not within Clusters), Main Gates of Vrindavan Township along with Security Rooms, Temple along with Temple Landscape, Basketball Court, Mini Cricket Stadium, Badminton Court, Party Lawn, Land Scaping in all Common Areas, Water Tank not situated within independent Buildings, Water Treatment Plant, Jogging Track, Jack well & Pumping Station situated at Gungaon (GrampanchayatKotewada) along with Pipeline of about 4.5 Km., Organic Waste Convertor, Sewage Treatment Plant, chowpathy area constructed opposite Plot no 3 towards north, storm water drains and Collection Tank, Garden (Open Space) situated at Kh. No. 38, Borewells n all Common Areas with Motor, UCR/ RCC Wall along with the Canal, Transformers, Electrical Cables& Electrical Sub-Station.

5. That the abovementioned property Vrindavan Township is hereby submitted and subjected to the provisions of the Maharashtra Apartment Ownership Act, 1970, to establish a Federation of all the aforesaid Cluster Apartment

Associations under the name and style of Vrindavan Township Owners Association. The Bye Laws thereof are annexed to the present Deed Of Declaration.

6. That it shall we the exclusive responsibility of each independent cluster associations to maintain the various common areas and facilities installed in Vrindavan Township by the Grantor and the Grantor shall not be in anyway responsible for the same.

7. That the administration of Vrindavan Township Owners Welfare Association shall be in accordance with the provisions of this deed and with the bylaws which are also part and parcel of this deed and attached here to as **Exhibit B**.

8. The grantor covenant to take no action, which may adversely affect right of the Association of the unit owners in respect of assurance against latent structural defects in structure of the building of Vrindavan Township on right as the building is assigned to the Association by reason of establishment of Vrindavan Township Owners Welfare Association.

9. That the general common area and facilities shall remain undivided and no owner or cluster Association shall bring any action for partition or division thereof.

10. That each unit owner within Vrindavan Township and independent Cluster Associations within Vrindavan Township shall comply with the provisions of this deed, bylaws, conditions,and resolutions of the Association of the unit owners or its representatives and failure to comply with any such, shall be ground for an action to recover some due for damage or for injunctive relief.

11. That no owner of independent units in cluster associations or the cluster Association shall exempt itself or himself from the liability for the contribution towards common expenses by waiver of the user for enjoyment of any of the general common area and facilities or by the abandonment of the unit.

12. That all Cess assessed by the Association but unpaid for the share of common expenses chargeable to any unit shall constitute a charge on search unit, prior to all other charge accept charge if any on the unit for payment of government /

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municipal /grampanchayat taxes or both and all sums unpaid on a first mortgage unit.

13. That all present or future owners , tenants , future tenantsor any other person that might use the facilities of the building units in any manner are subject to the provisions of this deed And that mere acquisition or rental of any of the units of the building or near act of occupancy of any of the units shall signify that the provisions of this deed are accepted and ratified.

14. That if the property subjected to plan of unit ownership is totally or substantially damaged or destroyed , the repair reconstruction or disposition of the property shall be as provided by the Maharashtra Apartment Ownership Act 1970.

15. That insurance premium for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association of Apartment Owners, and that such payment shall be held in a separate account of the Association and used solely for the payment of the blanket insurance premium as such premium become due.

IN WITNESSES WHEREOF, the parties hereto have signed this **By-Laws of Vrindavan Township Owners Welfare Association** on the date, month, & year first written in the presence of following attesting witnesses.

SIGNED AND DELIVERED BY THE WITHIN)
NAMED, **GRANTOR**)
M/S RADHA MADHAV DEVELOPERS)
THROUGH ITS PARTNER / Promoter / Director)
SHRI RAJESH NAVRANGLAL AGRAWAL)



RADHA MADHAV DEVELOPERS
PARTNER

IN THE PRESENCE OF ATTENSTING WITNESSES)
WITNESSES

1)



(Sachin S. Chaudhary)

2)



(Faraq A. Shaikh)





BYLAWS OF VRINDAVAN TOWNSHIP OWNERS WELFARE FEDERATION / ASSOCIATION

ASSOCIATION BY- LAWS

1. NAME OF THE ASSOCIATION

The name of the Association is "**Vrindavan Township Owners Welfare Federation / Association**". That for the sake of brevity, the said "**VRINDAVAN TOWNSHIP OWNERS WELFARE FEDERATION / ASSOCIATION**" is herein after referred to as 'V.T.O.W.A. / Apex Association'. The Vrindavan Township shall be the Apex Body governing the independent clusters within the Vrindavan Township.

2. LOCATIONOFOFFICE

The Registered office of the Apex Associationwill besituated at 7th Floor, B Wing, B3, Devaki, Vrindavan, Jamtha, Nagpur – 441122 (Care of Radha Madhav Developers) for the purpose of all communications.

3. AIMS AND OBJECTIVES

The objects of the **Vrindavan Township Owners Welfare Associationshall** be:

a) To act as the Federation /Apex Association of the Members of eachindependent Cluster Associations situated in V.T.O.W.A.i.e. Devaki, Vasudev, Balaram, Rukmani, Gokul, Sudama, Yashoda &Nandsituated inVrindavan Township.

b) To take responsibilityof all common areas including common facilities, roads, landscaping and equipments in the premises of "Vrindavan Township" and to manage and maintain all common areas, facilities and equipments excluding the constructed clubhouse building and swimming pool.

c) To create and maintain congenial and healthy environment so that the residents live in peace by enforcing ethical living norms in the Township.

d) To provide for regular cleanliness of all common areas in the entire Vrindavan Township, but not within areaof the Independent Cluster Associations within the Vrindavan Township, and to provide for maintenance, repair and replacement of the facilities in common areas and facilities by contributions from the unit owners / members, excluding withinareas of the independent Associations and to raise funds for achieving the objects of the Vrindavan Township.

e) To retain and rent or license whenever required, suitable portion of common areas / common spaces to any person / body corporate / firm / institution for commercial purposes and to utilise the funds accruing therefrom left for common expenses for maintenance expenditure of properties of Vrindavan Township.

f) To deposit funds in nationalized banks only.

g) To maintain Bore wells / jack wells / pumps / pipelines and water supply and treatment arrangementsoutside the ambit of independent Associations.

h) To provide security arrangements at all the Entry gates and other sensitive areas and common facilities of the Township where deemed necessary, for protection of the residents and property in the township but excluding within Independent Cluster Association

i) To have the responsibility and to protect and to maintain the properties of the Township like street-lights,common streets, Equipmentsand Facilities, Common parking places (except basements) and Open areas like gardens and landscapesetc but excluding clubhouse and swimming pool.

j) To establish and carry on,on its own account, or jointly with individual of institutions, educational, physical, social and recreational activities for the benefit of the unit owners in Vrindavan Township.

k) To deal with and negotiate with local body/grampanchayat for better management of civic amenities.

l) To do all things, necessary and expedient for the attainment of the objects of the Vrindavan Township Owners Welfare Association, specified in this by-law.

m) To frame further rules of bye laws with the consentof General Body of the Township.

n) To cooperate with Radha Madhav Developers to carry out its construction activity, and the movement of Radha Madhav Developers and its associates/Members/employees/vendors/contractors, etc and their goods and materials at all times. The association or its members shall not place restrictions or interfere or hinder or obstruct the access of Radha Madhav Developers or its associates / Members / employees / Vendors / contractors, etc and their goods and materials at all times. The association or its members shall not object to the works, construction activity of Radha Madhav Developers or its associates / Members / employees / Vendors / contractors, etc in any way.

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4. MEMBERSHIP

a) Each elected / nominated President of Independent Cluster Associations i.e. Devaki, Vasudev, Balaram, Rukmani, Gokul, Sudama, Yashoda &Nandor his nominated Person from among the Body of Cluster Associationsand no other person or entity shall be entitled to membership.The said elected / nominated Member i.e. the President or Secretary or Treasurer of each independent Cluster Associations shall be entitled to attend all the meetings of the Vrindavan Township and act on behalf of the members. Each Member shall have one Voting power in all Meetings of Vrindavan Township. In other words, each Cluster Association shall have three Members, i.e. President / Secretary / Treasurer one of whom shall attend the meetings of Vrindavan Township and shall have one Voting right only.

5. JURISDICTION

a) **Jurisdiction of Vrindavan Township Flat owner's welfare Association:**

The area of operation of the Association shall be confined to the Residential Apartment Complex under the name and style of " Vrindavan Township Owners Welfare Association" comprising of all the Cluster blocks viz., each independent Cluster Associations and each of the buildings situated in Vrindavan Township i.eDevaki, Vasudev, Balaram, Rukmani, Gokul, Sudama, Yashoda &Nand, and the premises on which the same is constructed including common areas, Common Fecilitiesand parking places, roads, Area covered in layout of Township approved by the Competent Authority / Nagpur Improvement Trust / Nagpur Metropolitian Region Development Authority, and shall deal with the Owners of flats or tenants, licensees and occupants thereof including but not limited to Members and Nominal Members.

The Jurisdiction shall be at Nagpur.



6. DEFINITIONS

In these bye- laws unless the context requires otherwise:

b) **Act** means Maharashtra Apartment Ownership Act, 1970.

c) **AGM** means Annual General Body Meeting.

d) **Bye- Laws** means the Laws enacted by the Association.

e) **V.T.O.W.A.** means Vrindavan Township Owners Welfare Association, an Apex Association consisting of each independent Associations and each of the buildings situated in Vrindavan Township i.e. Devaki, Vasudev, Balaram, Rukmani, Gokul, Sudama, Yashoda & Nand and the common areas, Landscaped areas, apartment

premises like lifts, parking places, roads, Area covered in layout of Township approved by the Competent Authority / Nagpur Improvement Trust / Nagpur Metropolitan Region Development Authority.

f) **Building** means one independent Cluster Building consisting of Independent bungalows / Flats / Row House / Shop / Office Block as the case may be.

g) **Common Areas / Common Facilities:** Main Streets and Bridges, Streets between Clusters along with Street Lights& Foot Path (Not within Clusters), Main Gates of Vrindavan Township along with Security Rooms, Temple along with temple Landscape, Basketball Court, Mini Cricket Stadium, Badminton Court, Party Lawn, Land Scaping in all Common Areas, Water Tank not situated within independent Buildings, Water Treatment Plant, Jogging Track, Jack well & Pumping Station situated at Gumgaon (GrampanchayatKotewada) along with Pipeline of about 4.5 Km., Organic Waste Convertor, Sewage Treatment Plant and Collection Tank, Garden (Open Space) situated at Kh. No. 38, Borewells n all Common Areas with Motor, UCR/ RCC Wall along with the Canal,chowpathy area developed opposite plot no 3 towards north, storm water drains, Transformers, Electrical Cables, Electrical Sub-Station.

h) Promoter / Director means M/s. Radha Madhav Developer, a registered Partnership Firm, or its duly authorized Member. The director shall have veto power over all decisions of the Executive Committee. The Director shall also cast his vote when there is a tie among members on any matter.

i) **Member**: Each elected / nominated President of Independent Cluster Associations i.e. Devaki, Vasudev, Balaram, Rukmani, Gokul, Sudama, Yashoda &Nand or his nominated Person from among the Body of Cluster Associations and no other person or entity shall be entitled to membership. The said elected / nominated Member i.e. the President or Secretary or Treasurer of each independent Cluster Associations shall be entitled to attend all the meetings of the Vrindavan Township and act on behalf of the members. Each Member shall have one Voting power in all Meetings of Vrindavan Township. In other words, each Cluster Association shall have three Members, i.e. President / Secretary / Treasurer one of whom shall attend the meetings of Vrindavan Township and shall have one Voting right.

j) **General Body of Association** means elected / nominated Members of independent Associationsof Vrindavan Township headed by the Promoter / Director.

k) **Default** means an act or omission contrary to the instant bye-laws, nonpayment of dues to the VTOWA for a period of '3' months and above or act in a manner prejudicial to the interest of VTOWAor fail to comply with the decisions of the General Body meeting or act in a manner contrary to social accepted norms.

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l) **Establishment** means Vrindavan Township'sOfficial Registered Office. The staff in the office and other employees paid from the Association funds.

m) **Member** means President of Independent Cluster Association or a person nominated by President from among the Office Bearers of Cluster Association, who must be a resident in the VTOWA.

n) **Maintenance Charges** means, charges levied every month on eachCluster Associations of the township to pay for the maintenance of Common areas and for servicesprovided by the Vrindavan Township. The general body of the Vrindavan Township / Apex Association shall be authorized to revise these charges as needed from time to time.

7. FUNDS, THEIR UTILIZATION AND INVESTMENT

a) RAISING OF FUNDS

(i) The Apex Association / Vrindavan Township shall raise funds from each Independent Cluster Association to meet the expenses of upkeep, maintenance and wherever necessary replacement of the Common areas and facilities of the Vrindavan Township outside the area of the independent Cluster Buildings within the Vrindavan Township.

(ii) It shall be the responsibility of each Cluster Association i.e. Devaki, Vasudev, Balaram, Rukmani, Gokul, Sudama, Yashoda &Nand, shall collect monthly maintenance charges from its unit holders / owners in its respective cluster and make the culminative monthly payment of Maintenance charges to the VTOWA.

(iii) Each Cluster Association is empowered as per its respective Deed OF Declaration to collect Monthly Maintenance charges from each Member / Owner to the tune of Rs. 2/= per Sq.ft. of the super built up area of the individual unit owned by himout of which Rs 1 per square feet has to be paid collectivelyin favor of the VTOWA / Apex Association.

(iv) In case of default by any particular Cluster Association to make the payment of its culminative Maintenance charges for any month as mentioned above, the VTOWAshall be entitled to recover such dues along with interest @15% p.a..In case of a continuous default for three months by any particular Cluster Association, the defaulting Cluster Association and its each member / owners / residents shall not be allowed to use Common Areas and Facilities provided by the VTOWA / Apex Association.

(v) The above-mentionedMaintenance charges shall be subject to change as and when the General Body OF Association takes a decision in this regard.

