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.



b) MAINTENANCE OF ACCOUNTS

i) The VTOWAshall credit all the monies received by way of maintenance charges, rent, fees, from the Cluster Associations into the current account maintained with such bank as the General Body of Association may decide.

ii) The current account maintained with the Banks and the fixed deposits held with the bankers shall be operated by the joint signature ofElected / nominated President and Treasurer / Secretary of VTOWA

iii) Elected / nominated Treasurer of VTOWA / ApexFederation Association shall be required to maintain the accounts. The said Accounts of Vrindavan Township shall be submitted annually to a duly appointed Charted Accountant on yearly basis. The Audited Accounts shall be submitted to the Members annually.

iv) Financial year will be from 1st April to 31st March of each succeeding year.

v) The funds of the Association shall be spent only to the attainment of the objectives of the Association.

8. GENERAL BODYOFFEDERATION / ASSOCIATION / VTOWA.

1) The General Body of Association shall consist of eachelected / nominated President of the independent Cluster association or his nominated person from his respective Cluster Association which shall be headed by the Promoter / Director / Chairman.
2) The Promoter / Director / Chairman shall chair all the meetings and head the General Body of Federation till all the Independent Cluster Associations of complete clusters in VTOWA are formed as per the provisions of Maharashtra Apartment Ownership Act and all the Members i.e. the 8 Elected Presidents decide to remove the Promoter / Director / Chairman as the Head of the General Body of Association by a Three fourth Majority.
3) Each Cluster Association shall elect their respective President, Secretary and Treasurer and other body members as may be required as per the Bye-laws of the Deed OF Declaration of each Cluster Associations.Such President of each Cluster Association or his duly nominated Person among the Office Bearers of each Cluster Associations, shall be entitled to attend the meetings of Apex Association. Thus the 8 Presidents each Cluster Association shall be collectively called the Members of the General Body ofFederation / Association VTOWA.
4) The above 8 Members of VTOWA shall elect / nominate one President, One Secretary and One Treasurer of the Apex Association, called the Office Bearers of VTOWA, whose term shall be for a period of 1 year.
5) Such President, Secretary and Treasurer of the Apex Association shall be incharge of the day to day affairs and accounts of the Apex Association.
6) The ultimate authority in all matters relating to the administration of the Vrindavan Township shall vest with the Director. The Director shall be assisted in all matters by the Members in Executive Committee. 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.
7) All meetings of the Vrindavan Township shall be attended by the Director or his authorizedPerson and members of General Body of VTOWA. Each Member shall be entitled to exercise one vote on each issue arising in the Meetings.



9. MANAGEMENT

a) The management of the affairs of the Apex Association shall vest with the General Body of VTOWA, headed by the Promoter / Director of Vrindavan Township.

b) Each member of the VTOWA shall bring the problems of the block to the notice of the Executive Committee. He should maintain record of the occupants within Cluster and shall submit the updated list of the same every quarter.

Special invitees: The following members may be specially invited invitees for general body meeting.

1. Annual Maintenance Service Provider
2. One Member each from the Commercial Office Space / Shops.

These special invitees have the right to participate in discussions of the general body meeting but will not be having voting rights.

11. GENERAL BODY MEETING

a) The General Body will meet once in every quarter or more often as may be required. The meetings will be called General Body Meetings.

b) The Office bearers i.e. the President & Secretary / treasurer of VTOWA shall issue a 7 days prior notice with clearly stated Agenda for convening the said General body meeting shall be issued by the Office Bearers of VTOWA to all the members of VTOWA and Promoter, enclosing the details of Day, Date, Venue, Timing and agenda of the Meeting.

c) Such Meetings shall be presided over by the Promoter / Director and in his absence by his authorized Member.

d) The Budget for the ensuing year shall be passed by the Generalbody interim statement of accounts and quarterly audit report by the internal audit team shall be presented in the General body meeting.

e) The quorum for the General Body Meeting shall be atleast 50%members including President, Secretary and Treasurer of VTOWA.

f) If there is no quorum, the Chairman may adjourn the meeting for half an hour and conduct the meeting with 25% number of members who are present. Such adjourned meeting can deal with any item of the Agenda.

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g) The Promoter / Director can call an extraordinary General Body Meeting giving '7' days clear notice. Generally, the Promoter / Director will be the Chairman of all meetings.

h) There shall be an agenda communicated for every meeting and the Office bearers of VTOWA shall maintain the minutes of the meetings which shall be signed by the Promoter / Director.

i) The President or in his absence, his Authorized Member, shall preside over all meetings of the General Body.He shall exercise vote as the final decisive vote on all matters.

j) The President, Secretary and Treasurer shall be jointly responsible for sending notice of the General Body meeting to every Member, at least two weeks in advance,

k) Each Member shall have one vote in all meetings.

l) The Promoter / Director shall maintain an up to date list of the Members qualified to vote in the meeting.

m) Every year years general body meeting should discuss Town ship level issues like

1) FACILITYMANAGEMENT (including security, housekeeping and gardens)

2) FINANCE AND ACCOUNTS

3) RECOVERY OF OUTSTANDING DUES OF MAINTENANCE FROM MEMBERS.

4) LEGAL MATTERS AND ISSUES

5) SPORTS & CULTURAL AFAIRS;

6) WATER & SEWARAGE.

7) To take decisions on disciplinary / legal action against members acting in a manner detrimental to the interest of the Association.

n) **Disqualification of a member and Cluster Association:**

Any member, who is a representative of his / her Cluster Association, shall be disqualified along with the concerned Cluster Association, upon not rectifying any default or non-payment of Maintenance to the VTOWA for a continuous period of four months. Such a Disqualified member and concerned Cluster Association, shall be inducted back as a Member when he / she, rectifies default or makes payment of the entire due outstanding Maintenance along with interest @ 15 % p.a. to the VTOWA. Also, a Disqualified Member shall not be entitled to be elected / nominated as a Member



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by the concerned Association and act as a Member of the said Association in the General Body of Association.

FURTHER, the VTOWAshall disconnect the access ofDisqualified member along with all the members of the concerned Cluster Association,to all the Common Facilities / Common areas without further notice, till such members pays all the outstanding dues along with the interest @ 15% pa or at the rate as fixed by the Vrindavan Township from time to time.

The flowing are not eligible to be a Member at the General Body of Association or the Executive Committee

i. A member who is convicted by a court of offence involving moral turpitude.

12. POWERS OF GENERAL BODY OF ASSOCIATION

a) The General Body of Association shall have the powers to appoint the requisite number of staff and various workers for maintenance of VTOWA. The Body must draw up service conditions and frame rules of employment. The General Body of Association has the powers to terminate theservices of their employees.

b) The General Body of Association can enter into an agreement of contract with outside agencies / firms or institutions in exercise of their duties in accordance with the policy procedure and delegation of powers for any services in furtherance of the objects of VTOWA.

c) The General Body of Association has the right to file court cases to protect the interest of the Association and the Promoter / Director / Chairman of the General body of Association is expressly empowered in this regard to appoint Lawyer and pursue a litigation on behalf of the VTOWA. This includes but is not limited to recovery of maintenance charges along with interest from the Defaulting / disqualified Cluster Associations / its Members/Owners of Independent units and any other issues.

d) The General Body of Association has the right to restrict the Defaulters of Monthly Maintenance charges from using the Common facilities and common areas.

e) The General Body of Association has the Powers toincrease and collect the maintenance charges as per the decision taken by the general body. The General Body of Association shall display the list of defaulters of monthly Maintenance Charges of 3 months or more,at a conspicuous place for notice of general public. Prepare a statement arrears of each flat and put it on their respective Building / Association notice board.

f) The General Body of Association shall be empowered to enter into annual maintenance services / contracts with various institutions / bodies for proper maintenance of the Vrindavan Township.

g) The General Body of Association has powers to disconnect or Discontinue the Security Services / Housekeeping / Garbage collection& disposal / Cleaning Services / Power / Water / gas supply to defaulters who have not paid the maintenance charges.

h) The General Body of Association has powers to remove any encroachment inside the Township premises.

i) The Executive Committee is empowered to impose fine up to Rs.500/- per day for each act of omission or non- compliance of laws that result in conflict, cause disturbance to peace, throwing garbage in common areas, nuisance by pets, causing damage to Association's property and so on.

13. DUTIES OF THE GENERAL BODY OF ASSOCIATION

a) The General Body of Association is responsible for running an office for maintenance of records, accounts, correspondence, and all day-to-day administration.

b) The main duty of the General Body of Association is maintenance of supply of water, un-interrupted supply of electricityupto the transformers of each individual cluster association but not; ensure security, maintenance of roads,maintenance of Streetlights,maintain gardens, Temple, landscaping, garbage disposal and cleanliness of sewerage lines and common facilities.

c) Each Cluster shall apply for a Water Meter and shall pay for its water consumption charges. VTOWA Association shall not be responsible for the same.

d) VTOWA shall affix Electric Meters at various common areas and the Funds of the VTOWA shall be utilized for payment towards the same.

e) Timely collection of maintenance charges and other duties.

f) Optimum utilization of funds and to ensure all expenditure is strictly in accordance with the decisions taken by the General Body.

g) Maintenance of Accounts and periodical audits.

h) To develop good rapport with Gram Panchayath and officials and other Government Departments for the welfare of the township.

g) The General Body of Association should preserve and protect the residential nature of the Township and regulatethe Commercial activities in the town ship to ensure that the peacefulness, environment and ambience of the town ship is not affected.

i) The Vrindavan Township is known for its Temple, gardens and landscapes, and the General Body of Association should make all efforts to preserve and enhance the greenery

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and beauty by proper upkeep of the gardens and planting new plants and trees from time to time.

14. SERVICE OF MEMBERS TO BE GRATUITOUS

The service of the Members and General Body Association shall be gratuitous.

15. POWERS AND DUTIES OF THE PROMOTER / DIRECTOR / CHAIRMAN

The Promoter shall exercise general control and supervision over the affairs of the Vrindavan Township and the work of its officers. Subject to the assistance of the General Body of Association, he shall also have power to appoint the employees of the establishment as well as remove them. The decision of the Promoter shall be final and binding upon the General Body of Association.

The Promoter shall exercise the above powers personally or may delegate any person duly authorized in this behalf to act as Promoter / Director / Chairman and preside in the Meetings of Vrindavan Township. The Promoter is empowered to withdraw any power so delegated.

17. DUTIES AND OBLIGATIONS OF MEMBERS AND RESIDENTS

a) Every member / resident shall pay maintenance charges as approved by the General Body of Association for the services provided in the township. The amount can be paid on monthly basis or on yearly basis in advance. Owners of vacant flats are not exempted from paying maintenance charges.

b) Member should not carry any kind of commercial activity in the residential units or act in any manner detrimental to the interest of the township'.

c) Members letting out their respective unitsto tenants or any other persons are responsible for the payment of their respective maintenance charges.

d) Members / residents under no circumstances shall occupy or use open spaces in the township, roads and pavements for private purpose such as private parties / receptions or religious ceremonies and erection of shamianas in this area is banned.

e) Residents / members shall refrain from causing disturbances irritation and inconvenience to their neighbors by loud music, parties, bursting crackers and so on

f) Inside Vrindavan Township, children, pedestrians and cyclists have the right of way. The speed limit for all vehicles is '15' kmph. Elders must accompany children of age below'5' years.

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g) The General Body of Association reserves the right to impose fines on any member / resident found throwing litter/ rubbish in the common areas and not in the garbage base / dust bins. Excuse such as servant maid had defaulted will not be accepted.

h) Members / residents must not release their pets loose outside their flats. Pets must be taken out on a tight leash and must be positively restrained from defecating green carpets of landscaped gardens, or on the roads or on the narrow berms of the township.

i) Cars shall be parked in parking places allotted to a particular Unit. The host is responsible to ensure that his guests park their vehicles correctly and does not cause inconvenience to the other residents. No vehicle should be parked in the driveway under any circumstances.

j) The Security staff provided by the Vrindavan Township at the entry gates are not responsible for the safety of Vehicles of Members / Guest from theft and the same is the Responsibility of the security arrangements of each individual associations.

k) Residents are responsible for the conduct of their servants inside the township and must ensure that the servants are in possession of proper security passes issued by the Association office.

l) Members / Resident's having cars / scooters shall display the Vrindavan Township vehicle labels pasted on left hand side of the wind screen in case of cars and at an easily visible place on the front portion of two wheelers.

m) Members / residents must cooperate to maintain landscape gardens and neatness in the entire township.

18. MAINTENANCE AND REPAIRS BY ASSOCIATION

a) Maintenance of Common areas outside the area of the Individual Cluster Associations and Common Areas therein shall be carried out by the VTOWAof the funds collected from the members by way of maintenance charges.

b) The Vrindavan Township shall have full powers to discontinue the access to Common Areasto the members who default on payment of maintenance charges till such outstanding amount is paid by the member.

c) Common areas maintenance will include maintaining the 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

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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 constructed opposite plot no 3 towards north, storm water drains, Transformers, Electrical Cables, Electrical Sub-Station.

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.

M/S RADHA MADHAV DEVELOPERS)
THROUGH ITS PARTNER / Promoter / Director)
SHRI RAJESH NAVRANGLAL AGRAWAL)
Members of Vrindavan Township
Owners Welfare Association)



RADHA MADHAV DEVELOPERS

PARTNER

RADHA MADHAV DEVELOPERS

PARTNER

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