

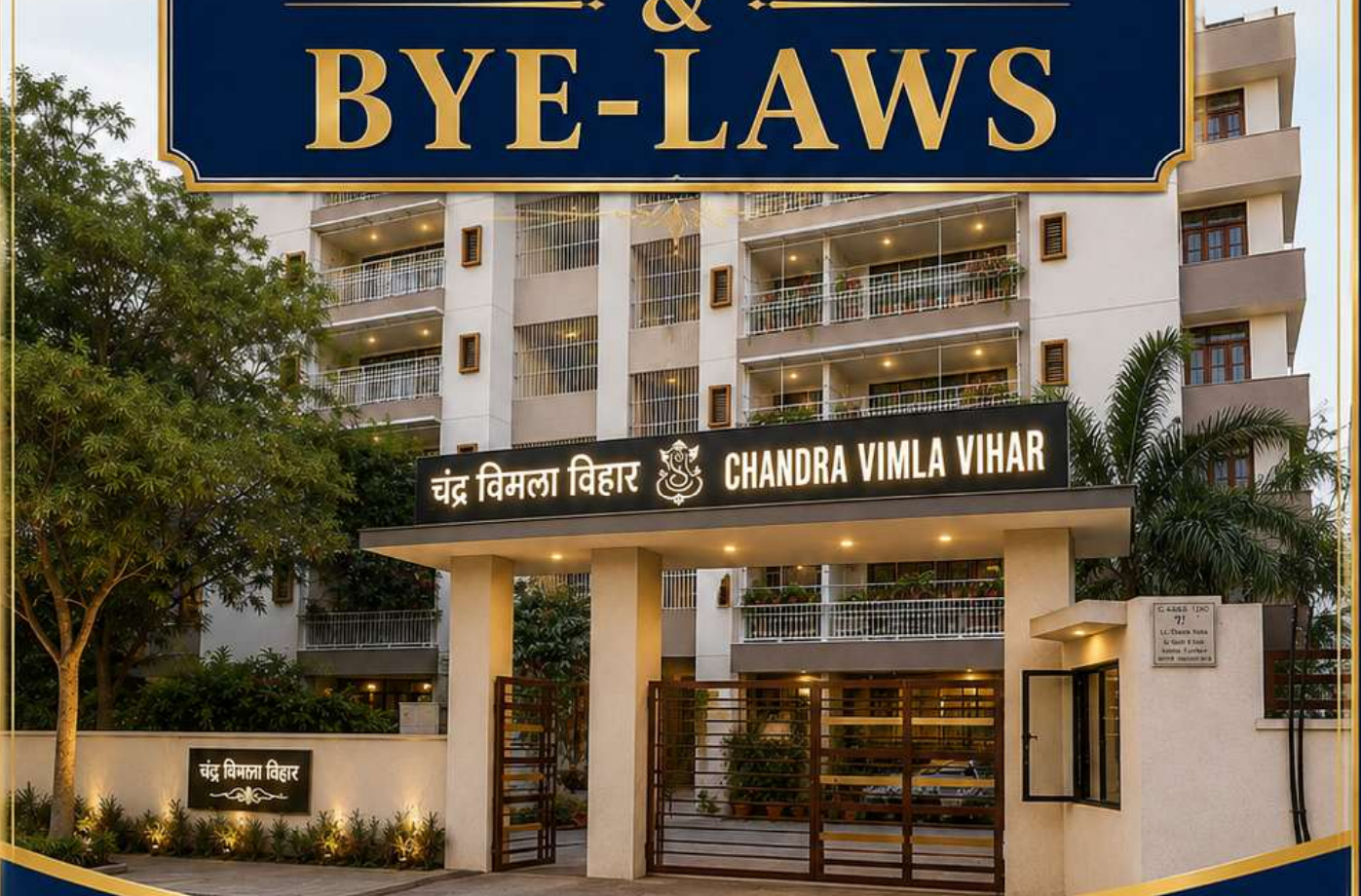


— CVVC —

CHANDRA VIMLA VIHAR CONDOMINIUM

—→ ASSOCIATION OF APARTMENT OWNERS ←—

AOP DEED & BYE-LAWS



— FIRST EDITION – 2026 —

Presented to Members on the Occasion of the
— 1st FOUNDATION DAY —

Dear Esteemed Members,

It gives us immense pleasure to present this **AOP Deed & Bye-Laws** booklet to every member of **Chandra Vimla Vihar Condominium** on the occasion of our **1st Foundation Day**.

This booklet is more than a collection of rules and regulations. It represents our shared commitment to **transparency, accountability, discipline, and good governance**. We firmly believe that a strong residential community is built not only by its infrastructure but also by the awareness, participation, mutual respect, and cooperation of its members.

We sincerely request every member to read this booklet carefully, preserve it for future reference, and support its implementation in both letter and spirit. Any future amendments, if required, shall always be made through the due process with the collective participation of the members.

As we celebrate this milestone, let us renew our commitment to building **Chandra Vimla Vihar** into a safe, well-managed, harmonious, and exemplary residential community for present and future generations.

We express our heartfelt gratitude to every member for your continued trust, support, and cooperation. Together, we can achieve far more than any individual can alone.

With warm regards,

Mayank Bhushan Singh

President

Amit Kumar Pandey

Secretary

Chandra Vimla Vihar Condominium



Chandra Vimla Vihar Condominium

(Association of Apartment Owners)

PREAMBLE

PART I

EXECUTION AND PURPOSE OF THIS DEED

This Deed of Association of Persons (AOP) is made and executed on this 1st day of May 2026 at Varanasi, Uttar Pradesh by and between the undersigned apartment owners, lawful occupants and consenting members of the residential complex known as Chandra Vimla Vihar Condominium, situated at Karmanjeetpur, Sunderpur, Varanasi.

WHEREAS the members signing this deed are desirous of creating a lawful, transparent and organized interim administrative body for the purposes of maintenance, management, banking operations, collection of common charges, repair, welfare

measures, safety arrangements, representation before authorities and all other common affairs concerning the building and its residents.

WHEREAS this AOP is being constituted purely as an interim and enabling arrangement in the collective interest of all apartment owners and residents and shall continue to remain in existence only until a duly constituted and registered Residents Welfare Association (RWA) or any other legally recognized permanent body is formed and takes charge.

PART II – HISTORY AND BACKGROUND OF THE BUILDING

WHEREAS land comprised in Arazi No. Min. 119 admeasuring 5548.80 square feet and Arazi No. Min. 122/1 admeasuring 17299.20 square feet situated at Mauza Karaundi, Pargana Dehat Amanat, Tehsil and District Varanasi stood recorded in the revenue records in the names of the respective land owners and co-sharers.

AND WHEREAS thereafter the land owners entered into a Development Agreement dated 31.07.2010 with M/s Vimla Developers, having office at D-59/103-Q-1-R, Smith School Road, Sigra, Varanasi, which was duly registered in the office of the Sub-Registrar, Varanasi.

AND WHEREAS under the said Development Agreement it was agreed that the constructed area shall be shared in the ratio of 60% in favour of the Developer/Second Party and 40% in favour of the land owners, together with proportionate rights in the land.

AND WHEREAS thereafter map/building sanction was obtained from the competent development authority vide Permission Letter No. 377/Na.A.Vi. dated 11.01.2012 and a residential apartment building (G+5) was constructed over the said property under the name and style of “Chandra Vimla Vihar”.

AND WHEREAS subsequently a Supplementary Deed dated 08.06.2016 was executed and registered before the Sub-Registrar, Varanasi clarifying rights, allocations and transfers in respect of the flats and common facilities.

AND WHEREAS various powers of attorney, sale deeds, transfers and allotments have thereafter been executed from time to time by the concerned parties in favour of purchasers and occupants, and multiple apartment owners are presently in possession and enjoyment of their respective units in the building known as Chandra Vimla Vihar.

AND WHEREAS the building is governed in principle by the Bye-Laws framed for Chandra Vimla Vihar under the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, subject to applicable law and practical implementation.

PART III

ELECTION HISTORY AND CONTINUITY OF OFFICE BEARERS

WHEREAS in the General Body Meeting held in November 2024, various issues concerning maintenance, finances, structural upkeep, lift backup, repairs, leakages, communication gaps and governance of the building were discussed by the apartment owners and residents, and further steps were proposed for strengthening the management system.

AND WHEREAS in the meeting/election proceedings held on 22 December 2024, office bearers were selected/elected by the participating members and residents in accordance with the then prevailing bye-law framework.

AND WHEREAS pursuant to the said election process, Shri Mayank B. Singh was appointed as President, Shri Rajiv Singh was appointed as Secretary and Shri P.S. Byadgi was appointed as Treasurer for the stated term, along with other selected board members including the Vice-President and board members as recorded in the minutes and appointment letters.

AND WHEREAS the members acknowledge the continuity of the said representative structure, subject to this Deed, and desire that the existing elected body shall function as the first governing Board of this AOP unless modified in accordance with this Deed.

AND WHEREAS no fully recognized permanent RWA structure could be effectively formed till date, and therefore this AOP is now being formally constituted to regularize administration, open and operate bank account(s), maintain accounts, collect contributions and manage common affairs until the formal RWA is established.

NOW THIS DEED WITNESSETH AS UNDER

CHAPTER I

DEFINATION

1. Short title and application-

- 1) This deed may be called the Deed of the Chandra Vimla Vihar Condominium.
- 2) The provisions of these deeds apply to the all the resident of Chandra Vimla Vihar Condominium.

2. Definitions - In this deed, unless the context otherwise requires, -

- a) 'Act' means any act or regulation of state or central government of India.
- b) 'Association' means the Association of all the apartment owners constituted by such owners for the purpose of the Chandra Vimla Vihar Condominium.
- c) 'Board' means the Board of management consisting of 3 to 7 Office Bearers who shall be the owners of apartments in the Chandra Vimla Vihar Condominium.
- d) 'Building' means the building located at Karmanjeetpur, Sunderpur, Varanasi, Uttar Pradesh - 221005 and known as the Chandra Vimla Vihar Condominium and includes the land forming part thereof;
- e) 'Majority' of owners mean those owners holding 51 per cent of the votes.
- f) 'Owners' or 'apartment owners' means the person owning an apartment in the Chandra Vimla Vihar Condominium.

g) 'Section' means a section of the Act which apply to this deed for the time being in force by government of India or Uttar Pradesh;

h) 'Unit' means a Dwelling or Non-dwelling Unit in the Chandra Vimla Vihar Condominium.

i) 'Registrar' means the any authority who authorise to register this deed.

j) 'Competent Authority' means a person selected by the Board for necessary activities.

k) 'Shares' means voting right of the owners.

l) 'Condominium' means a flat or block of flats owned by the people who live in them.

m) **"General Body"** means the collective body of all eligible apartment owners who are members of the Association/AOP and whose names are recorded in the membership register, and shall be the supreme decision-making authority of the Association in matters reserved under this Deed.

The General Body shall exercise its powers through duly convened meetings, including Annual General Body Meetings and Special General Body Meetings, and may pass resolutions by the required majority subject to quorum and this Deed.

3. Objects of Association

(1) The objects of the Association shall be -

a) To be and to act as the Association of Apartment owners of the building called "Chandra Vimla Vihar" and after execution of this deed "Chandra Vimla Vihar Condominium"

b) To invest or deposit money (investment from reserve funds of **Condominium's** bank account itself without holding any risk and deposit only in the bank account on the name of Chandra Vimla Vihar Condominium).

c) To provide for maintenance, repair and replacement of common areas and festival facilities by extra contributions from the apartment owners as decided by the association.

d) To undertake all such acts and activities as may be necessary for the maintenance, administration and smooth functioning of the Condominium and its common facilities.

e) To do all things necessary or otherwise provide for their welfare expedient for the attainment of the objects specified in these bye-laws.

(2) The Association shall not act beyond the scope of its objects without duly amending the provisions of these bye-laws for the purpose.

4. Members of Association—

(1) All persons who have purchased apartments and will purchase in future in Chandra Vimla Vihar Condominium and executed a deed of apartment shall automatically be the members of the Association and will pay the entrance fee of two thousand rupees (2000/-) to receive a copy of the bye-laws after submitting the undertaking form 1(a).

(Annexure I) The entrance fee will be not be reimbursable after sale, bequest or transfer of apartment after no dues.

(2) Upon the sale, bequest or transfer of apartment, the purchaser of the apartment or the grantee or legatee or the transferee shall automatically become the member of the Association and shall be admitted as member on payment of the entrance fee of two thousand rupees and submitting the undertaking form 1(a). **(Annexure I)**

(3) Upon the renting of the apartment, arrival of every new tenant an entrance fees Rs.1000 shall be submitted with the submission of the tenant form 1 (b) provided by the association. **(Annexure II)**

5. **Joint Apartment Owners** - Where apartment has been purchased jointly by two or more persons, they shall be jointly entitled to the apartment and they will be joint member with their joint names, but the person whose name stands first in the registration deed alone have the right to vote.

6. **Holding one share compulsory** -Every apartment owner holds one voting right of the Association of one unit.

7. **Disqualification** - No apartment owner is entitled to vote on the election of members of the Board or President, Vice President, Secretary, Treasurer or any

other office bearer or entitled to stand for election to such office, if he is in arrears, of any sum due from him in respect of his contributions for common expenses, for more than sixty days on the last day of the year preceding the year in which the election to Board would take place.

CHAPTER II

VOTING, QUORUM AND PROXIES

- 8. Voting** - Voting shall be on percentage basis, the voting right is one vote per flat to which the owner is entitled of his unit. Unsold or unregistered flats are not the part of voting. If an owner holds more than one unit he/she holds voting right of his/her per unit.
- 9. Quorum** - Except as otherwise provided in these bye-laws, the presence in person of 30 percent of owners shall constitute a quorum.
- 10. Votes to be cast in person** - Votes will be cast in person. Online or proxy voting is only applicable for the owners staying out of station and medical condition with the prior approval from the association.

CHAPTER III

ADMINISTRATION

- 11. Powers and duties of Association** - The Association shall have the responsibility of administering the Chandra Vimla Vihar Condominium approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the building in an efficient manner. However, all the major decisions will be taken by through majority of Annual/Special meetings of the association.
- 12. Place of Meetings** - Meetings of the Association shall be held at a suitable place convenient to the owners as from time to time to be fixed by the Association.
- 13. Annual Meetings** - The first meeting of the Association shall be held on Chandra Vimla Vihar. Thereafter the annual meetings of the Association shall be held on such date as the Association may decide. At such meetings Board of Management

shall be elected by ballot method of the apartment owners in accordance with the requirements of bye-law 26. The owners may also transact such other business of the association as may properly come before them.

14.Special Meetings - It shall be the duty of the President to call a special meeting of apartment owners as directed by a resolution of the Board or upon a petition signed by a majority of the owners and having been presented to the Secretary or any officer duly authorised by him in this behalf. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice without the consent of two-third owners present in person in the meeting.

15.Notice of Meetings - It shall be the duty of the Secretary to mail or send notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held to each apartment owner at least two days but not more than seven days prior to such meetings. Notices of all such meetings shall be mailed or sent to the competent authority or the registrar as the case may be.

16.Adjourned Meeting - If any meeting of owners cannot be held for want of quorum the owners who are present, may adjourn the meeting to a time not less than forty-eight hours from the time to original meeting was called. If at such adjourned meeting also, no quorum is present, the owners present in person being not less than two shall form a quorum.

17.Order of Business - the order of business at all meetings shall be as follows:-

- a) Roll Call.
- b) Proof of notice of meeting or waiver notice.
- c) Reading minutes of the preceding meeting.
- d) Reports of officers.
- e) Reports of Competent Authority or any officer authorised by them.
- f) Report of Committee.
- g) Election of Board.
- h) Unfinished business, if any.
- i) New Business.

CHAPTER IV

BOARD OF MAGAGEMENT

- 18.Management of Association** - The affairs of the association shall be governed by a Board. The Board of Management shall comprise of neither less than 4, nor more than 8 persons to be constituted and elected by the members by simple majority in the General Body Meeting. The principal office bearer of the Association should be the flat owners residing in the Chandra Vimla Vihar to be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by election and will be the superior part of the Board. The Board may appoint Manager and such other Office bearer as the Board may consider necessary.
- 19.President** - The President shall be the Chief Executive Officer of the Association. He shall preside over all meetings of the Association and of the Board. He shall have all the general powers and duties which are usually vested in the office of the President of an Association, including the power to appoint committees from amongst the owners from time to time and to look after the procedure and work nature of board.
- 20.Vice-President** - In the absence of the President the Vice-President shall perform the duties of the President and in case both the President and the Vice-President are absent, the Board shall appoint some other member of the Board to act as President on an interim basis. The Vice-President shall also perform such other duties as may from time to time assigned to him by the Board.
- 21.Secretary** - The Secretary shall keep two separate minutes books, one for the Association of the Apartment Owners and the other for the Board, pages of each of which shall be consecutively numbered and authenticated by the President of the Association of Apartment Owners and shall record in the respective minutes books, the resolutions adopted by the Association of Apartment Owners or the Board, as the case may be. He shall have charge of such books and papers as the Board may direct and he shall perform all duties incidental to the office of the Secretary.

22. **Treasurer** - The Treasurer shall be responsible for Association funds and securities and shall also keep full and accurate accounts of all receipts and disbursements in the books.

23. **Manager** - The Board may employ for the Association a manager at a compensation determined by the Board to perform such duties as the Board may authorise.

24. **Powers and Duties of the Board** - The Board shall have powers and duties necessary for the administration of the affairs of the Association.

25. **Other Duties** - In addition to the duties imposed by these bye-laws or by resolution of the Association, the Board shall be responsible for the following: —

- a) Maintenance, repair and replacement of the common areas and facilities,
- b) Collection from apartment owners share of common expenses.
- c) Resignation and removal of persons employed for the maintenance, repair and replacement of common areas and facilities.
- d) To provide for the manner in which the audit and account of the Association shall be carried out.
- e) To inspect the accounts kept by the Secretary/Treasurer and examine the registers and account books and to take steps for the recovery of all sums due to the Association,
- f) To see that cash book is written up promptly and is signed daily by one of the members of the Board.
- g) To specify the times at which and the manner in which the annual general meetings and special general meetings of the Association shall be held and conducted.

26. **Election and term of office** -

- a) The annual general meeting of the Association, to be held in the first quarter of each financial year, shall elect neither less than 4, nor more than 8 Members including the President, Vice President, Secretary, and Treasurer from Members of the Association for three consecutive years. With the proviso that no member may run for office again if he has been found guilty of abusing his position during a prior term. The term of office of the office-bearers of the Board of management shall be three years from the date of the appointment letter and they will be eligible for re-election.

b) The office bearers shall hold office until their successors have been elected and hold their first meeting.

27.Vacancies - The vacancies in the Board caused by any reason other than the removal of a office bearer by a vote of the Association shall be filled by vote of the majority of the remaining office bearers, even though they may constitute less than a quorum and each person so elected shall be a office bearer until a successor is elected at the next annual meeting of the Association.

28.Removal of office bearers - At a duly convened Annual General Body Meeting or Special General Body Meeting, any one or more of the Office Bearers may be removed for cause by a resolution passed by the majority of the members present and voting, after giving reasonable notice of the proposed motion and an opportunity of being heard to the concerned Office Bearer(s).

Further, any apartment owner shall have the right to initiate a proposal for removal of any one or all of the Office Bearers by obtaining the written consent/support of not less than two-thirds (2/3rd) of all apartment owners of the **Condominium**. Upon submission of such proposal, the matter shall be placed before the General Body for consideration and voting in accordance with this Deed.

Any vacancy created due to such removal, resignation or cessation shall be filled by election/appointment in accordance with the procedure laid down in Clause 26 of this Deed.

29.Organisation of meeting - The first meeting of a newly elected Board shall be held within ten days of election at such place as may be fixed by the office bearers at the meeting at which such office bearers were elected and no notice shall be necessary to the newly elected office bearers in order legally to constitute such meeting, provided a majority of the members of the Board shall be present.

30.Regular Meetings - Regular meeting of the Board may be held at such time and such place as may be determined from time-to-time by a majority of office bearers but at least two such meetings shall be held during each year. Notice of regular meetings of the Board shall be given to each office bearer personally or by mail at least three days prior to the date of such meeting.

31. **Special Meetings** - Special meetings may be called by the President on three days' notice to each office bearer and notice of such meeting may be given personally to each office bearer. Special meetings of the Board shall be called by the President or the Secretary on a written request of at least three office bearers.
32. **Waiver of notice** - Before any meeting of the Board any office bearer, may in writing waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice.
33. **Quorum** - In all the meetings of the Board 1/3rd of the total strength of the office bearers shall constitute a quorum. If at any meeting of the Board there be less than a quorum present the majority of those present may adjourn the meeting, the members present in person being not less than 3 shall form a quorum and the business which might have been transacted at the meeting originally called may be transacted without further notice.
34. **Bank Authority** – The President, Secretary and Treasurer (Any two) will be the signature authority of the bank account of Chandra Vimala Vihar. No bank transaction or online transactions will be allowed without their consent but the Treasurer can meet expenses up to Rs 10,000 in cash.
35. The Office Bearers / Board shall be authorized to frame, publish and enforce reasonable administrative rules, resident guidelines, do's and don'ts, safety instructions and usage protocols, consistent with this Deed/Bye-Laws, for ensuring peaceful, safe and obstruction-free living within the **Condominium**, provided that such rules shall not conflict with any provision of this Deed or applicable law.
36. First Office Bearers: Notwithstanding anything contained elsewhere in this Deed, the office bearers selected/elected by the members in the election proceedings held on 22 December 2024 and acknowledged in the Preamble shall constitute the First Office Bearers / First Governing Board of this AOP from the date of execution of this Deed.

37.Names of First Office Bearers:

The First Office Bearers of this AOP shall be as follows, unless changed in accordance with this Deed:

- President – Shri Mayank B. Singh
- Secretary – Shri Rajiv Singh
- Treasurer – Shri P.S. Byadgi
- Vice President – As recorded in prior meeting records / or subsequently approved by members
- Other Board Members – As recorded in prior proceedings or subsequently approved

38.Continuity of Prior Decisions: All bona fide administrative decisions, resolutions, maintenance actions and acts undertaken by the previously elected committee for the welfare of the **Condominium** prior to execution of this Deed, and not inconsistent with law or this Deed, are hereby ratified and recognized.

39.Transitional Tenure: The First Office Bearers shall continue for the balance of their previously declared term or until fresh elections are held under this Deed, whichever is earlier, unless they resign, are removed, become disqualified or the General Body resolves otherwise.

40.Vacancy in First Board: Any vacancy arising among the First Office Bearers may be filled in the manner provided under this Deed.

41.Duty to Handover: Upon election of a new Board, the First Office Bearers shall hand over all records, accounts, keys, login credentials, registers and assets of the AOP within a reasonable period not exceeding fifteen days.

42.Protection from Technical Objection: No act of the First Office Bearers shall be invalid merely by reason of any defect in prior informal election procedure, provided such act was done in good faith for common benefit.

43.The next regular election of the Office Bearers / Board of this AOP shall fall due upon completion of three (3) years from the date of the first election held on 22 December 2024, unless earlier elections become necessary due to resignation, removal, dissolution, legal requirement or resolution of the General Body in accordance with this Deed.

44. In case of conflict between any decision of the Board and a valid resolution of the General Body, the resolution of the General Body shall prevail, subject to law.

CHAPTER V

OBLIGATION OF THE APARTMENT OWNERS

45. Assessments - All the owners are obliged to pay monthly assessments imposed by Association through Annual General Body Meeting majority to meet all expenses related to the Chandra Vimla Vihar Condominium.

46. Maintenance and Repairs -

- 1) Every owner must perform all maintenance and repair work within his own unit.
- 2) All the repairs of internal installations of the unit such as water, light, gas, power, sewerage, telephone, air-conditioners, sanitary installations, doors, windows, lamps, and all other accessories, shall be at the expense of apartment owner concerned.
- 3) The Owner shall reimburse the association for any "expenditure" incurred in repairing or replacing any common area and facilities damaged due to his or his tenant's fault.
- 4) The apartment owner shall obtain police verification report of the proposed tenant from the concern police station while letting out the apartment on rent to ensure that the proposed tenant is not a criminal or troublesome and to submit the tenant form 1 (b) provided by the association. **(Annexure II)**

47. Major repairs and Emergency repair - If a building requires major repairs for its structural safety or other sufficient reason, a detailed estimate thereof shall be got prepared by the association through an engineer to be appointed by the Board and thereupon, after the approval of the estimate by the Board and by a special meeting majority, the members shall agree to give special contribution for carrying out such repairs. Whereas if a building requires emergency repairs such as water pump repair, electricity damage, fire cause, elevator malfunction, drainage blockage, accidental causes and other sufficient reasons the majority of board may act and make a detailed estimate thereupon, after the approval of the estimate by the board

majority all the members of Chandra Vimla Vihar shall agree to give special contribution for carrying out such repairs.

48. Use of Dwelling Units: Internal Changes -

- (1) All the Units shall be utilised for residential/approved purposes only.
- (2) An owner shall not make any structural modifications or alterations in his unit or installations located therein, without notifying the association in writing and obtaining the requisite permission of the prescribed sanctioning authority. The Association shall have the obligation to answer within thirty days and failure to do so shall mean that there is no objection to the proposed modification, alteration or installation.
- (3) No owner shall undertake any work that affects the external facade of the building from any angle i.e. covering of balconies and terraces, change of colour, etc.
- (4) No owner shall undertake any work that affects the structure of the building.
- (5) No owner shall undertake any work that,-
 - a) Result in encroachment of common areas
 - b) Result in damage or disturbance of common areas, adjacent upper or lower floors. If any of the above changes are affected by any owner, he will make them good at his own cost, failing which the Association is entitled to effect recovery of the cost of rectification from him.

49. Transfer of an Apartment - The transfer of an apartment shall be made by a registered legal deed. The transferor shall produce “no dues certificate” received from the association in favour of the apartment; transferor at the time of the transfer of the apartment should receive “no dues certificate” in which it should be mentioned that there are no dues pending of Chandra Vimla Vihar payments and no damages pending by the transferor.

50. Provided that if the certificate is not granted by the Association and its notice is not communicated within 7 days after the receipt of pending payments given by the

association, it shall be deemed that the dues are pending with the Chandra Vimla Vihar further that the new owner of the apartment shall pay the penalty of Rs. 20000 or the estimate of the dues whichever is higher apart from the entrance fee of clause 4 sub-clause 2 to the association for purchasing his apartment without previous clearance of the dues, also the transferor shall not be reimbursed the entrance fee according to clause 4 sub-clause 2 and such amount shall be kept in a fund by the association for being used in future for the major repairs of the building.

51. Use of Apartments, Common Areas and Facilities and Limited Common Areas and Facilities -

- (1)** An apartment owner of a residential unit shall use it for only residential purpose alone.
- (2)** No apartment owner would exempt himself from liability for his contribution towards the **Common Expenses** (contribution for the salary of workers, electricity and water supply charges etc.)/**Major Expenses** (as approved by the board and majority of general body meeting)/**Emergency Expenses** (to undertake work under emergency situation like, stoppage of water and electric supply, fire cause, elevator repair, etc.) and conducting Chandra Vimla Vihar elections by waiver of the use or enjoyment of any of the general and/or limited common areas and facilities, or by the abandonment, selling, transfer and keeping vacant of his dwelling unit. Contributions for above mentioned necessities are mandatory for every owner.
- (3)** If the apartment's owner had bought, inherited, or transferred the apartment for their descendant, inheritor, or progeny and was unable to do so using a registered deed for personal reasons, and the descendant, inheritor, or progeny had lived in the apartment for at least two years in a row. Through the "Inheritor Certification Form," which can only be supplied by the President or Secretary, the legitimate owner of the registered apartment may transfer the power of attorney for ownership to the descendant, inheritor, or progeny (blood relation). According to the Chandra Vimla Vihar

Condominium Bye-Laws, the descendant, inheritor, or progeny will act and have full authority like an owner once the Inheritor Certification form has been approved by the current President of the **Condominium** after proper verification. The certificate will only be issued once in a single registered deed and utilized in accordance with the Chandra Vimla Vihar Condominium Bye-Laws.

- (4) An owner shall not place or cause to be placed in the lobbies' vestibules, stairways, elevators and other areas of facilities of a similar nature both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.
- (5) If an apartment owner causes any obstruction in the use of the common area or facility by reason of creating an obstruction by putting his furniture and packages etc., and fails to remove it despite a written request of the Association, the Association may approach the competent authority for its removal who will take an appropriate action in accordance to the provisions of law.
- (6) If lift and/or elevators are provided in the building, as part of the common areas and facilities, they shall be used by the owners of the apartment and/or their tenants and/or any one claiming under them for the transportation of the owners, the tenant and their guests as also the employees of the owners, their tenants and of the management and heavy article or any other articles, the transportation of which in the lift or elevator along with the owners, tenants or their guests or the employees shall cause discomfort or inconvenience to other users of the lift or the elevators, shall be transported only with the lifts or elevator are not in use by other users; provided this restriction shall not apply, if an elevator or lift is provided for the exclusive transportation of articles, packages, merchandise and such other objects.
- (7) In non-residential buildings, the association of apartment owners may manage the parking space by earmarking it for the apartment

owners and also separately reserving parking space for the vehicles of the visitors. The association may also levy a parking fee from the visitors to meet the expenses for the management of the parking space of the visitors.

- (8) The apartment owners shall use their apartments in a manner which does not spread any smell while cooking food etc. from their apartment to cause any irritation or annoyance to their neighbouring apartment owners.
- (9) The convenient shops within the building shall be regulated in a manner that no inconvenience is caused to the apartment owners. Such convenient shops should be to cater the needs of the apartment owners and not the outsiders.
- (10) The association of the apartment owners may frame its scheme and regulations for admitting the members of a club situated within the building and it may also frame regulations for permitting the guest of the members. Such scheme and the regulations would bind the apartment owners as well as the agency which may manage the club.
- (11) If the terrace of a building / block is declared as ‘common area and facility’ by the association shall maintain it and its maintenance expenses shall be part of the common expenses of the building. Provided that if the terrace or its part or any common area is declared by the association as ‘limited common area’ or an ‘prohibited area’, for the welfare of the **Condominium** the association shall maintain it and its maintenance expenses shall be part of the common expenses of the building.
- (12) The changing of tenant in an apartment shall be made by an owner on Renter Agreement Deed. The tenant shall produce “no dues certificate” received from the association in favour of the apartment before leaving the apartment in which it should be mentioned that there are no dues pending of Chandra Vimla Vihar payments and no damages pending by the tenant.

52. Provided that if the certificate is not granted by the Association and its notice is not communicated within 7 days after the receipt of pending payments given by the association, it shall be deemed that the dues are pending with the Chandra Vimla Vihar further that the new tenant or the owner of the apartment shall pay the penalty of Rs. 10000 or the estimate of the dues whichever is higher apart from the entrance fee of clause 4 sub-clause 3 to the association for renting the apartment without previous clearance of the dues and such amount shall be kept in a fund by the association for being used in future for the major repairs of the building.

53. Right of Entry -

- (1) An owner shall grant the right of entry to the office bearer or to any other person authorised by the Board in case of emergency whether the owner is present at the time or not.
- (2) An owner shall permit other owners or their representatives when so required to enter his unit for the use of performing installation and alterations or repairs to the mechanical or electrical services provided, that requests for entry are made in advance and that such entry is at a time convenient to the owner, but, in case of emergency, such right of entry shall be immediate.

54. Rules of Conduct -

- (1) No resident shall post any advertisement or poster of any kind in or on the building, except as authorised by the Association.
- (2) The residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers etc. that may disturb others. Residents keeping pets shall abide by the municipal sanitary bye-laws or regulations.
- (3) It is prohibited to hang garments, rugs etc. from the windows, balconies or from any of the facades.
- (4) It is prohibited to throw garbage or trash outside the disposal places provided for such purpose in the service areas. If such place is not provided, all garbage or trash shall be collected in a vessel and thrown in the municipal dustbin.

- (5) Wiring of Electrical, Telephone, Internet, and Dish-TV connection should not be from the front side of the building. Television antenna, Wi-Fi machines and other machines should be installed on one place of the terrace assigned by the association. Air-Conditioning units should be installed properly proofing that no water leakage shall damage the exterior of the building.
- (6) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antenna, machines or air-conditioning units etc. on the exterior of the building without proper communication and permission from the association. Already installed above mentioned items should re-organized by the owners as per clause 42 sub-clause 5.
- (7) After the very first meeting of the first Association created, rules of Do's and Don'ts for the residents of the Chandra Vimla Vihar shall be presented in very first Annual General Body meeting by the association and such rules should be written and pasted near the entrance of the building also every residence should follow the rules of Do's and Don'ts.
- (8) **Damages:** Any damages due to the negligence misuse or fault on the part of an apartment owner, family member (s), or guest (s) shall be the responsibility of the apartment owner. The Association shall charge the apartment owner for such repairs, an amount to cover the cost of time, labour, materials and/ or outside contractors.
- (9) The charge must be paid by the apartment owner within 7 days of the demand of the charge.
- (10) **Unlawful activities:** The apartment owner, his family or guest (s) shall not engage in any act intended to facilitate criminal activity, including act of violence in the apartment, building or common areas, in such case board will take legal actions against the same.
- (11) **Visitors /Guests:** The visitors / guest (s) of the apartment owner are to be refrained from any conduct which disturbs the privacy, misbehave with office bearers or staff of the apartment and quiet

enjoyment of the other apartment owners or occupants. The apartment owners shall be responsible for the actions of their guest (s) who would be expected to abide by all rules and regulations at all times without any exceptions.

(12) Mutual Respect: All residents, owners, tenants, staff, visitors and office bearers shall behave respectfully and courteously with each other.

(13) No Abuse / Threats: No person shall use abusive language, intimidation, threats, violence or insulting behavior within **Condominium** premises.

(14) Common Area Discipline: Corridors, stairs, lobby, terrace, lift area, parking passages and open spaces shall not be blocked or encroached.

(15) Cleanliness: No littering, spitting, dumping waste, throwing garbage or creating unhygienic conditions in common areas.

(16) No loud music, shouting, drilling, construction noise or disturbance, especially during night hours or notified quiet hours.

(17) Pet Responsibility: Pets are allowed subject to cleanliness, leash control, noise control and no nuisance to other residents.

(18) Non-Discrimination: No resident shall be harassed or discriminated against on personal, regional, linguistic, religious or social grounds.

(19) Disciplinary Measures: For repeated misconduct, the Association may issue warning, recover actual loss, suspend non-essential privileges (where lawful), or place the matter before the General Body.

(20) Compliance with Law: All residents shall comply with applicable laws, municipal rules and lawful resolutions passed by the Association.

(21) Digital Communication Ethics: No defamatory, false, abusive or inflammatory messages shall be circulated in **Condominium** WhatsApp groups or digital platforms.

(22) Natural Justice: No adverse action shall be taken against any resident without giving reasonable opportunity to explain.

(23) No resident, owner or occupant shall place or store personal belongings, flower pots, furniture, shoes, cycles, cartons, decorative items or any other article in the common lobby, staircase, passage, corridor, landing or any other common area in a manner that obstructs movement, safety, maintenance access or the reasonable use of such area by other residents. The Association shall have authority to require removal of such items.

CHAPTER VI

FUNDS AND THEIR INVESTMENTS

55.Funds - Funds may be raised by the Association in all or any of the following ways:-

- (1) By contributions and donations by the apartment owners;
- (2) From common profits which shall form the nucleus of the reserve funds;
- (3) By raising loans, if necessary, subject to such terms and conditions as the Association, with the approval of the Competent Authority, may determine in this behalf.

56.Investment - The association may invest or deposit its funds in one or more of the following: -

- (1) In the Central Co-operative Bank or in State Co-operative Bank; or

57.Affiliation - The Association shall become a member of a federation of the Associations of Apartment Owners and shall pay the subscription to it from time to time and shall also follow the instructions and directions issued by such federation.

58.Accounts -

- (1) The Association shall open a banking account and deposit the money received on behalf of the Association. The President or Secretary may retain in his personal custody an amount not exceeding Rs. 30000/- for petty expenses. All payments above Rs. 10000/- shall be

made by cheque or online, signed by the President, Secretary and Treasurer.

- (2) The Association shall on or before the 31st day of March in each year publish an audited financial statement in respect of the common areas and facilities containing, -
 - a) the profit and loss accounts;
 - b) The receipts and expenditure of the previous financial year; or
 - c) A summary of the property and assets and liabilities of the common areas and facilities of the association giving such particulars as will disclose the general nature of these liabilities and assets and how the value of fixed assets has been arrived at.
- (3) The audited financial statement shall be opened to the inspection of any member of the Association during office hours and the financial statement should be according to 1st April to 31st March of every year.
- (4) Every financial statement shall be accompanied by a list of the apartment owners and the similar list of loaners.
- (5) The association shall send a summary of its audited financial statement to its every apartment owner within a period of 15 days from the date of the publication of its audited financial statement referred to in sub-clause (3) above.
- (6) Since this association is being formed after operating successfully as an unregistered association for seven years, the new registered association will maintain a record of the prior official financial statements made by the former office bearers (prior to the **Condominium** registration). The association should make an estimate at the first board meeting and gather contributions from all members in order to pay or reimburse any outstanding expenses for the Chandra Vimla Vihar of the vendors and office bearers (personal budget used on condominium expenses).

59.Publication of Accounts and Reports - A copy of the last financial statement and of the report of the auditor, if any, shall be kept in a conspicuous place in the office of the Association.

60.Appointment of Auditors - The Association shall appoint at its general meeting an auditor who shall audit the accounts of the Association to be prepared by the Board.

61.Power of Auditor - The auditor shall be entitled to call for and examine any papers or documents belonging to the Association relating to the common areas and facilities and common expenses and shall make a special report to the Association upon any matter connected with the accounts which appears to him to require notice.

CHAPTER VII

MORTGAGES

62.Notice to Association - If an owner mortgages his unit, he shall notify the Association through the office bearer or President of the Board, the name and address of the mortgagee and the Association shall maintain such information in a book entitled "Mortgagees of Units".

63.Notice of un-paid Assessments - The Association shall, at the request of a mortgagee of a unit, report any un-paid assessment due from the owner of such unit.

CHAPTER VIII

COMPLIANCE

64.Compliance - These bye-laws are set forth to comply with the requirement of the Act. In case any of these bye-laws conflict with the provisions of the Act it is hereby agreed and accepted that the provisions of the Act shall prevail.

65.Seal of the Association - The Association shall have a common seal which shall be in the custody of the Secretary and shall be used under the authority of a resolution of the Board and every Deed of Instrument to which seal is affixed shall be attested for and on behalf of the Association by two members of the Board and the Secretary or any other person authorised-by the Association.

CHAPTER IX

- 66. Power of competent authority to inspect the building-** The competent authority, *suo motu* or on an application, may make an inspection of the building to which the Act applies. A memo of inspection may also be prepared by the competent authority about the status of the building including the common areas and facilities and, thereupon, the competent authority may take such action in respect thereto as may be deemed necessary by him.
- 67.** No amendment, modification, deletion or addition to these Bye-Laws / Deed shall be valid unless approved by not less than two-thirds (2/3rd) of the total members of the **Condominium**/AOP present and voting in a duly convened General Body Meeting, subject to compliance with applicable law.

CHAPTER X

Rule of conduct for Chandra Vimla Vihar Condominium

(Agreement of Condominium registration by majority of apartment owners under bye-laws)

68. Monthly contribution:

- 1) The apartment owners will have to pay the monthly contribution as decided by the association and by a majority of apartment owners in the annual meeting.
- 2) Every resident should pay a monthly contribution to or before every 10th date of the month, failing which a fine of Rs.10 per day will be applicable.
- 3) Apartment owners should pay the contribution to **Condominium** in time by themselves or by the representative authorized by the owner, also inform the association.
- 4) Once an apartment is registered in the owner's name, the owner must pay a monthly contribution determined by the association and approved by the majority of apartment owners at the annual meeting. If the owner does not pay this contribution, the **Condominium**'s facilities will be restricted, and the

next tenant or occupants will be fined in accordance with clause 58 subclause b.

- 5) In case of any emergency or unable to pay the monthly contribution on time, the owners should inform the board members in advance.

69.Parking:

- 1) Owners of the apartments have been allotted a specified parking space by the time of the registration of the apartments and marked by the association accordingly; owners should park their 4 wheelers and 2 wheelers in their specific parking space.
- 2) Parking 4 wheelers and 2 wheelers outside to their specific parking or parking in common areas without the permission of the board members is strictly prohibited.
- 3) Guests of the apartment owners/tenants should park there 4 wheelers and 2 wheelers outside the apartment; they are not allowed to park their 4 wheelers and 2 wheelers in the front area of the apartment (near the main gate), in the garden area, in anyone's parking space, or in any common areas.
- 4) Guests of the apartment owners/tenants can park there 4 wheelers and 2 wheelers inside the apartment area with the permission of the **Condominium's** President or Secretary in advance.
- 5) Owners/Tenants should wash or clean their 4 wheelers and 2 wheelers in their specific parking space only; no one is allowed to wash or clean their 4 wheelers and 2 wheelers in the common area (especially in the garden area).

70.Use of Common Facilities:

- 1) Owners/Tenants should not use elevators for heavy goods transportation without the permission of the board members. Any damages that occurred during the transportation of goods to the elevators will be compensated by the user within 7 days.
- 2) Owners/Tenants using the terrace should note that any damages to the pipe line or other important parts of the terrace will be compensated by the user within 7 days.

- 3) Any owner/tenants having EV vehicles should charge them using their own apartment's power supply; using common area electricity is not allowed.
- 4) Owners/Tenants planning events in the **Condominium**, terrace, and backyard garden is available with extra payment to the **Condominium**. Events in the **Condominium** or in the apartments: loud music is not allowed after 11 p.m.

71.Cleanliness of the Condominium:

- 1) Owners/Tenants should not spill garbage in the common area.
- 2) Owners/Tenants should inform their workers/mechanics/carpenters/electrician/drivers etc. that consumption of Gutkha/Paan/Tobacco/Smoking by them is prohibited in the Chandra Vimla Vihar also spitting in common areas by anyone is prohibited.
- 3) Excessive use of water for washing or cleaning of the apartments is not allowed without the permission of the board members.
- 4) Feeding street dogs, cats, monkeys, and birds inside the **Condominium** is not allowed due to the safety of residents and the cleanliness of the **Condominium**.

CHAPTER XI

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

72.Amendment of Bye-Laws—These Bye-laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least two third of the total number of the units in the building.

It is expressly clarified that this Deed does not create, transfer, assign or extinguish any right, title or interest in any immovable property, apartment or land, and the same shall remain governed by the respective title documents of the apartment owners.

Any apartment owner/member who submits and executes Form 1(a) (Subscription / Consent Letter) as prescribed under this Deed shall be deemed to have validly subscribed to and accepted the Bye-Laws and shall accordingly become a member of the Condominium for the purposes of this Deed and administration of the Association.

The elected President, as referred to in Clause 37 of this Deed, is hereby authorised to present, execute and place this Deed before the Sub-Registrar/Registrar or any competent authority for the purposes of registration, admission and completion of all related formalities in connection therewith.

The registered address of the Condominium office shall be as under:

“Office Room, Chandra Vimla Vihar Condominium, Sunderpur,
Varanasi, Uttar Pradesh, India – 221005”

MINUTES OF ANNUAL GENERAL BODY MEETING (AGM) – 2026

Date: 17 May 2026

Day: Sunday

Time: 8:00 PM

Venue: Terrace/Roof Area, Chandra Vimla Vihar Condominium, Sunderpur,
Varanasi, Uttar Pradesh – 221005

PRESENT

The Annual General Body Meeting (AGM) of Chandra Vimla Vihar Condominium was held on Sunday, 17 May 2026 at 8:00 PM on the terrace/roof area of the Condominium. The meeting was attended by apartment owners, residents, office bearers and board members of the Condominium. The Chair welcomed all members present in the meeting and thanked them for their participation and cooperation towards the collective welfare, maintenance and organized administration of the Condominium. The agenda of the meeting, which had already been circulated/shared with the members prior to the meeting, was taken up for discussion.

ATTENDANCE

An attendance register was placed before the members and signatures of attending members/residents were obtained separately.

ITEMS DISCUSSED AND RESOLUTIONS PASSED

ITEM NO. 1

Society Building Repair Work

The members discussed the present condition of the Condominium building and it was observed that certain portions of the building require urgent repair, maintenance, putty work, painting and related restoration work due to continuous wear, ageing and deterioration.

The estimated expenditure for the said work was discussed and explained before the members.

RESOLVED THAT:

The proposal for repair, maintenance, putty work and painting/restoration work of the Condominium building be and is hereby considered and approved in principle, subject to collection of quotations, availability of funds and phased execution in the interest of the Condominium.

ITEM NO. 2

Lift Repair and Maintenance Work

The issue regarding the non-functional/defective second lift of the Condominium was discussed in detail. Members expressed concern regarding inconvenience caused to residents, particularly senior citizens, children and families.

The estimated repair expenditure and maintenance requirements were placed before the meeting.

RESOLVED THAT:

Necessary repair and restoration work of the second lift be initiated at the earliest in the interest of safety and convenience of residents.

ITEM NO. 3

Society Registration and Bye-Laws

The members discussed the necessity of having a lawful and organized administrative structure for the Condominium in absence of a formally registered RWA.

It was informed before the members that the Association of Persons (AOP) Deed and Bye-Laws have already been prepared and more than 75% apartment owners have subscribed/signed the same.

The members were informed that the PAN Card of Chandra Vimla Vihar Condominium (AOP) has also been obtained.

RESOLVED THAT:

The formation and functioning of Chandra Vimla Vihar Condominium as an interim Association of Persons (AOP), till constitution of formal RWA, be and is hereby acknowledged and approved by the members present.

RESOLVED FURTHER THAT:

The Deed and Bye-Laws of the Condominium be and are hereby adopted and accepted for the purposes of organized administration, maintenance and management of the Condominium.

RESOLVED FURTHER THAT:

All apartment owners who have not yet subscribed/signed Form 1(a) be requested to complete the subscription process at the earliest so that their membership may be duly confirmed.

ITEM NO. 4

Water Tank Cleaning and Hygiene Maintenance

The issue regarding regular cleaning and sanitization of overhead and underground water tanks was discussed.

RESOLVED THAT:

Periodic cleaning and sanitization of water tanks shall be undertaken in the interest of hygiene, public health and safety of residents.

ITEM NO. 5

UPS / Generator Backup Facility

The members discussed the need for uninterrupted power backup facility for lifts and essential common services during electricity outages.

The proposal regarding installation/procurement of generator backup facility was discussed.

RESOLVED THAT:

The proposal for arranging generator/backup facility for essential services be explored further and quotations/options be collected for consideration.

ITEM NO. 6

Security Personnel and other staff Salary Hike

The request and representation received from the security personnel and other staff members regarding enhancement of salary/remuneration was discussed in detail before the General Body.

RESOLVED THAT:

The monthly salary/remuneration of the security personnel be and is hereby increased by ₹1,500/- per month and the salary/remuneration of other staff members be and is hereby increased by ₹1,000/- per month in consideration of their services and duties towards the Condominium.

ITEM NO. 7

Financial Matters and Maintenance Contribution

The members discussed maintenance contribution, future repair expenditure and necessity of maintaining proper accounts and financial transparency.

RESOLVED THAT:

The Office Bearers shall maintain proper records of maintenance collection, expenditure and accounts for transparency and administration purposes.

ITEM NO. 8

Member Grievances and Suggestions

Members present in the meeting shared various suggestions, concerns and grievances relating to maintenance, administration and smooth functioning of the Condominium.

The Office Bearers assured the members that reasonable efforts shall be made for peaceful, transparent and organized administration of the Condominium.

ITEM NO. 9

Resignation and Appointment of Secretary

The members were informed that the present Secretary Mr. Rajive Singh of the Condominium has tendered his resignation from the office of Secretary.

The matter was placed before the General Body and discussed among the members present in the meeting.

RESOLVED THAT:

The resignation of the present Secretary be and is hereby accepted with effect from 17 May 2026.

RESOLVED FURTHER THAT:

Pursuant to voting and approval by majority of the members present in the General Body Meeting, Mr. Amit Kumar Pandey, resident and owner of Flat No. 503/603, be and is hereby elected and appointed as the Secretary of Chandra Vimla Vihar Condominium with effect from 17 May 2026 for a tenure of three years.

RESOLVED FURTHER THAT:

The tenure of the newly elected Secretary shall be governed by Clause 26 of the AOP Deed dated 01/05/2026 and he shall exercise such powers, duties and responsibilities as referred under Clauses 21, 24 and 25 of the said Deed.

ITEM NO. 10

Celebration of Community Functions and Festivals

The members also discussed the importance of celebrating social, cultural and community functions collectively with participation of the residents and members of the Condominium for promoting harmony, interaction and collective participation among families residing in the Condominium.

The Office Bearers acknowledged the suggestions of the members and assured that the following community functions/festivals shall be celebrated within the Condominium from time to time:

1. Chandra Vimla Vihar Foundation Day : 30th July
2. Diwali Celebration
3. New Year Celebration
4. Holi Celebration

RESOLVED THAT:

A Celebration/Cultural Committee may be formed by the Office Bearers from time to time for proper coordination, management and organization of such functions and activities.

ITEM NO. 11

Constitution of Senior Citizen Committee for Building Repair and Painting Work

The members discussed the necessity of supervision, guidance and collective monitoring regarding the proposed repair, maintenance, painting and restoration work of the Condominium building.

RESOLVED THAT:

A Senior Citizen Committee consisting of the following members be and is hereby constituted for supervision, consultation and assistance in matters relating to repair, maintenance, painting and restoration work of the Condominium building:

1. Mr. Ravindra Kr. Singh – Flat No. 508
2. Mr. Virendra Pratap Singh – Flat No. 407/408
3. Prof. K.K. Pathak – Flat No. 202
4. Mr. Sunil Kr. Rai – Flat No. 506
5. Mr. Rumit Bhatnagar – Flat No. 206

The Committee shall provide suggestions, guidance and assistance to the Office Bearers from time to time in the collective interest of the Condominium.

ITEM NO. 12

Issue of Bye-Laws Booklet and Membership Certificate

The members were informed that the booklet/copy of the Bye-Laws and Membership/Subscription Certificate shall be prepared and made available to the subscribing members of the Condominium by the end of the present month.

RESOLVED THAT:

The Office Bearers be and are hereby authorised to prepare, print and issue the Bye-Laws booklet and Membership/Subscription Certificates to the subscribing members accordingly.

ITEM NO. 13

Opening of Bank Account

The members discussed the necessity of opening a bank account in the name of Chandra Vimla Vihar Condominium for proper maintenance collection, administration, transparency and financial management.

RESOLVED THAT:

The Office Bearers be and are hereby authorised to take necessary steps for opening a bank account in the name of Chandra Vimla Vihar Condominium at the earliest.

ITEM NO. 14

Any Other Matter

Various miscellaneous matters concerning welfare, cooperation and collective participation of members were discussed.

The members collectively appreciated the efforts made by the Office Bearers and participating apartment owners towards formation of the AOP and establishment of an organized administrative structure.

VOTE OF THANKS

There being no other matter for discussion, the meeting concluded with a vote of thanks to the Chair and all members/residents present.

The members reiterated their commitment towards maintaining harmony, transparency and collective welfare within the Condominium.

The meeting concluded at 9.30 PM.

For and on behalf of

CHANDRA VIMLA VIHAR CONDOMINIUM

-sd-

Mayank B. Singh

President

-sd-

Amit K Pandey

Secretary

-sd-

P.S. P.S. Byadgi

Treasurer

Date: 18.05.2026

Place: Varanasi

FORM 1(a)
(ANNEXURE – I)

SUBSCRIPTION / CONSENT LETTER

Date: _____

To,
The Office Bearers
Chandra Vimla Vihar Condominium Association (AOP)
Varanasi, Uttar Pradesh

Subject: Consent to Adoption of AOP Deed / Bye-Laws

I, _____,
S/o / D/o _____,

resident and owner of Flat No. _____ in Chandra Vimla Vihar Condominium,
situated at Karmanjeetpur, Sunderpur, Varanasi, Uttar Pradesh – 221005, do hereby
state and declare as under:

1. That I have received, read and understood the contents of the Deed of Association of Persons (AOP) and Bye-Laws of Chandra Vimla Vihar Condominium dated May 01, 2026, which were duly shared with me on my registered

e-mail ID _____,

and I hereby confirm that I have no objection to the same.

2. That I hereby give my full, free and informed consent and approval to the formation of the Association of Persons (AOP) and adoption of the said Deed and Bye-Laws.

3. That I agree to abide by and be bound by all provisions, rules, regulations, decisions and resolutions passed under the said Deed and Bye-Laws, as amended from time to time.
4. That I hereby authorize and confirm that the President and Secretary of the Association are empowered to execute, sign and, where required, register the Deed on behalf of all members, and I further agree that I shall be bound by the said Deed and Bye-Laws upon becoming a member, irrespective of whether the same has already been executed prior to my joining.
5. That this consent shall be final and binding upon me and my legal heirs, successors, tenants and occupants, and shall remain valid notwithstanding that I have not physically signed the main Deed.
6. That I confirm that this consent is being given voluntarily, without any coercion, undue influence or misrepresentation.

Name: _____

Flat No.: _____

Mobile No.: _____

Email ID: _____

Signature: _____

FORM 1(b)
(ANNEXURE – II)

TENANT / OCCUPANT DECLARATION & CONSENT LETTER

Date: _____

To,

The Office Bearers

Chandra Vimla Vihar Condominium Association (AOP)

Varanasi, Uttar Pradesh

Subject: Submission of Tenant Details and Consent to Follow Bye-Laws

I, _____,
S/o / D/o _____,
presently residing as a tenant/occupant in Flat No. _____ of Chandra Vimla Vihar
Condominium, situated at Karmanjeetpur, Sunderpur, Varanasi, Uttar Pradesh –
221005, do hereby state and declare as under:

1. Receipt and Understanding of Bye-Laws

That I have received, read and understood the provisions of the Deed of Association of
Persons (AOP) and Bye-Laws of Chandra Vimla Vihar Condominium dated May 01,
2026, as shared with me by the apartment owner / Association, and I have no objection
to the same.

2. Agreement to Comply

That I hereby agree to abide by and comply with all provisions, rules, regulations, code
of conduct, decisions and directions issued by the Association from time to time.

3. Responsibility and Conduct

That I shall ensure that neither I nor my family members, guests, visitors or staff shall
engage in any act which causes nuisance, disturbance, obstruction or damage to the
property or to other residents.

4. Acknowledgment of Authority

That I acknowledge and accept the authority of the Association and its Office Bearers
for administration, maintenance, safety and regulation of the premises, and agree to
comply with their lawful instructions.

5. Owner Responsibility Link

That I understand that my occupancy is subject to the permission and responsibility of the apartment owner, and any violation of the Bye-Laws may result in action as per rules, including intimation to the owner.

6. Submission of Rent Agreement

That I hereby confirm that I shall submit a copy of the duly executed **Rent / Lease Agreement** as an enclosure along with this form, and the same shall form part of the Association records.

7. Police Verification

That I undertake to complete and submit police verification as required by applicable law and Association rules.

8. Binding Effect

That this declaration shall be binding upon me during my period of occupancy in the said apartment.

9. Voluntary Declaration

That I am submitting this declaration voluntarily and without any coercion, undue influence or misrepresentation.

Name of Tenant/Occupant: _____

Flat No.: _____

Mobile No.: _____

Email ID: _____

Permanent Address: _____

Signature: _____



CVVC CHANDRA VIMLA VIHAR CONDOMINIUM

—♦ ASSOCIATION OF APARTMENT OWNERS ♦—

घर...

घर केवल ईंट, पत्थर और छत का नाम नहीं होता।
घर वह होता है जहाँ विश्वास की नींव रखी जाती है,
जहाँ पड़ोसी केवल सामने वाले फ्लैट में नहीं, बल्कि दिलों में बसते हैं।
जहाँ बच्चों की हँसी, बड़ों का स्नेह और बुजुर्गों का आशीर्वाद
मिलकर एक जीवंत समुदाय का निर्माण करते हैं।
आइए, ऐसा वातावरण बनाएँ कि आने वाली पीढ़ियाँ
चन्द्र विमला विहार को केवल अपना पता नहीं,
बल्कि अपना सबसे सुंदर घर कहने में गर्व महसूस करें।



A Collective Association of Apartment Owners

—♦ ESTABLISHED – 2026 ♦—

📍 Karmanjeetpur, Sunderpur, Varanasi – 221005