06/12/2023

सूची क्र.2

दुय्य.म निबंधक : सह दु.नि. जळगांव 3

दस्त क्रमांक : 3524/2023

नोंदणी :

Regn:63m

गावाचे नाव : मेहरुण

(1)विलेखाचा प्रकार	घोषणापत्र
(2)मोबदला	0
(3) बाजारभाव(भाडेपटट्याच्या बाबतितपटटाकार आकारणी देतो की पटटेदार ते नमुद करावे)	1
(4) भू-मापन,पोटहिस्सा व घरक्रमांक(असल्यास)	1) पालिकेचे नाव:जळगांव म.न.पा. इतर वर्णन :, इतर माहिती: मौजे मेहरुण येथील टी.पी.स्किम नं.3 मधील फायनल प्लॉट न.242(जुना गट्टे नं.494/1+2 मधील प्लॉट नं. 35)याचे क्षेत्र 637.13 चौ.मी. या मिळकतीवरील बांधीव शिवाय स्लेअर या नावाने इमारत घोषीत((TPS NUMBER : 3 ; Final Plot Number : 242 ;))
(5) क्षेत्रफळ	1) 637.13 चौ.मीटर
(6)आकारणी किंवा जुडी देण्यात असेल तेव्हा.	
(7) दस्तऐवज करुन देणा-या/लिहून ठेवणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता.	1): नाव:-मंजुळा सुधाकर महाजन यांचे तर्फे ज.मु.म्हणुन इशान्वी कन्स्ट्रुटेक प्रा.लि.तर्फे संचालक आनंद अमोल मुकूंद वय:-34; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: 35,रामदास कॉलनी,जळगांव, महाराष्ट्र, JALGAON. पिन कोड:-425001 पॅन नं:- 2): नाव:-नितीन रामचंद्र महाजन यांचे तर्फे ज.मु.म्हणुन इशान्वी कन्स्ट्रुटेक प्रा.लि.तर्फे संचालक आनंद अमोल मुकूंद वय:-34; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: फ्लॅट नं.3,दादु अपार्टमेंट,दादावाडी,जळगांव, महाराष्ट्र, JALGAON. पिन कोड:-425001 पॅन नं:- 3): नाव:-संदीप रामचंद्र महाजन यांचे तर्फे ज.मु.म्हणुन इशान्वी कन्स्ट्रुटेक प्रा.लि.तर्फे संचालक आनंद अमोल मुकूंद वय:-34; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: केसर बिल्डींग,माळीवाडा,एरंडोल, महाराष्ट्र, JALGAON. पिन कोड:-425109 पॅन नं:- 4): नाव:-सुधिर रामचंद्र महाजन यांचे तर्फे ज.मु.म्हणुन इशान्वी कन्स्ट्रुटेक प्रा.लि.तर्फे संचालक आनंद अमोल मुकूंद वय:-34; पत्ता:-प्लॉट नं: -, माळा नं: -, इमारतीचे नाव: -, ब्लॉक नं: -, रोड नं: फ्लॅट नं.9,जय रेसीडन्सी,साफल्य नगर,संभाजी नगर औरंगाबाद , महाराष्ट्र, AURANGABAD. पिन कोड:-431001 पॅन नं:-
(8)दस्तऐवज करुन घेणा-या पक्षकाराचे नाव किंवा दिवाणी न्यायालयाचा हुकुमनामा किंवा आदेश असल्यास,प्रतिवादिचे नाव व पत्ता	
(9) दस्तऐवज करुन दिल्याचा दिनांक	03/12/2023
(10)दस्त नोंदणी केल्याचा दिनांक	03/12/2023
(11)अनुक्रमांक,खंड व पृष्ठ	3524/2023
(12)बाजारभावाप्रमाणे मुद्रांक शुल्क	100
(13)बाजारभावाप्रमाणे नोंदणी शुल्क	100
(14)शेरा	

सह.दुय्यम निबंधक (वर्ग-२) जळगाव-३ वीस रुपये TWENTY RUPEES

मुल्यांकनासाठी विचारात घेतलेला तपशील:-	मुल्यांकनाची आवश्यकता नाही कारण दस्तप्रकारनुसार आवश्यक नाही कारणाचा तपशील दस्तप्रकारनुसार आवश्यक नाही
मुद्रांक शुल्क आकारताना निवडलेला अनुच्छेद :-	Affidavit

अस्सल वर हुकूम नक्कल

सह.दुय्यम निबंधक (वर्ग-२)
जळगाव-३

THE SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 सह.दुय्यम निबंधक वर्ग-२ यांची मुद्रा सत्यमेव जयते जळगाव-३ JALGAON-3

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CHALLAN
MTR Form Number-6

GRN MH011820271202324E	**BARCODE**	**Date** 03/12/2023-14:07:09	**Form ID** 25.3

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	JLG3_JALGAON 3 JOINT SUB REGISTRAR	**Full Name**	Manjula Sudhakar Mahajan
Location	JALGAON		
Year	2023-2024 One Time	**Flat/Block No.**	TPS No.3 F.Plot No.242
		Premises/Building	
		Road/Street	Mehrun
		Area/Locality	637.13 Sq.Mtr
		Town/City/District	
		PIN	4 2 5 0 0 1

Account Head Details	Amount In Rs.
0030046401 Stamp Duty	100.00
0030063301 Registration Fee	100.00
Total	200.00

Remarks (If Any)

SecondPartyName=-

Amount In Words Two Hundred Rupees Only

DEFACED ₹200.00 DEFACED

JOINT SUB-REGISTRAR JALGAON-3

Payment Details	BANK OF BARODA	**FOR USE IN RECEIVING BANK**	
Cheque-DD Details		Bank CIN / Ref. No.	02003942023120300138 / 1362715817
Cheque/DD No.		Bank Date / RBI Date	03/12/2023-14:10:18 / Not Verified with RBI
Name of Bank		Bank-Branch	BANK OF BARODA
Name of Branch		Scroll No. , Date	Not Verified with Scroll

Mobile No. : 8668507640

Department ID :

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

सदर चलन केवळ दुय्यम निबंधक कार्यालयात नोंदणी करावयाच्या दस्तासाठी लागू आहे. नोंदणी न करावयाच्या दस्तासाठी सदर चलन लागू नाही.

Challan Defaced Details

Sr. No.	Remarks	Defacement No.	Defacement Date	UserId	Defacement Amount
1	(iS)-356-3524	0006185528202324	03/12/2023-16:12:46	IGR350	100.00
2	(iS)-356-3524	0006185528202324	03/12/2023-16:12:46	IGR350	100.00
			Total Defacement Amount		**200.00**

Print Date 03-12-2023 04:19:18

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DEED OF DECLARATION
UNDER
APARTMENT OWNERSHIP ACT, 1970.

This deed of Declaration is made at Jalgaon in respect a commercial and residential building called as **"Shivaay Square"** situated at Mehrun, Tal. & Dist. Jalgaon on this 3__ day of **December 2023.**

1. **Smt. Manjula Sudhakar Mahajan** Age- 78 yrs., Occ.- Housewife, R/o. 35, Ramdas Colony, Jalgaon.
2. **Mr. Nitin Ramchandra Mahajan** Age- 51 yrs., Occ.- Business, R/o. Flat No. 3, Dadu Apartment, Dadawadi, Jalgaon.
3. **Mr. Sandip Ramchandra Mahajan** Age- 46 yrs., Occ.- Business, R/o. Kesar Building, Mali Wada, Erandol, Dist. Jalgaon.
4. **Mr. Sudhir Ramchandra Mahajan** Age- 48 yrs., Occ.- Business, R/o. Flat No. 9, Jai Residency, Safalya Nagar, Aurangabad.

Hereinafter referred to as **Grantor No. 1 to 4.**

Through Developer & POA holder Ishanvi Construtech Pvt. Ltd. Through its Director – Mr. Anand Amol Mukund Age - 33 yrs., Occ.-Business, R/o. Flat No. 104, Mayuresh Apartment, Ring Road, Plot No. 15, Jalgaon. (Authorised by Power of Attorney bearing No. 1752 dated 31.05.2021).

(which expression shall unless it be repugnant to the context is meaning thereof be deemed to mean and include his/its heirs, executors, administrators, and assigns). And the Grantor is fully empowered and qualified to execute this Deed does hereby states :-

JOINT SUB-REGISTRAR CLASS-II

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३/४८

THAT, the Grantor owns and possesses a free hold piece and parcel of land bearing **Final Plot No. 242 TP Scheme-III (Old Plot No. 35) out of S. No. 494/1+2** area of plot admeasuring **637.13 Sq.Mtr.** and situated at **Mehrun** Tal. & Dist. Jalgaon and situated within the Corporation Limits of City Jalgaon. This **Survey Number** is having Non Agricultural Permission issued by Hon'ble Collector, Jalgaon bearing its **No. LNA/SR/45 dated 16.04.1958** and which is bounded as :-

On or towards East : Old Plot No. 36

On or towards West : 9 Mtr. Wide Road

On or towards North : Old Plot No. 32

On or towards South : 9 Mtr. Wide Road

which is owned by the Present Grantor which is hereinafter referred to as **"the said plot".**

SECOND :

THAT, the Grantor **Through Developer & POA holder Ishanvi Construtech Pvt. Ltd.** has constructed a residential Building consisting of **residential units** on First Floor, Second Floor, Third floor, Fourth Floor, Fifth floor, Sixth Floor, Seventh Floor, Seventh + Eighth Floor, Common Staircase, Lobby and the building is known as **"Shivaay Square"** according to the Plans attached herewith which has been approved and sanctioned by Commissioner, Jalgaon Municipal Corporation, Jalgaon by it's Office Letter No. **TP/BP/0563 dated 12.08.2021.**The Postal address of the building is:-

"Shivaay Square"

Final Plot No. 242 TP Scheme-III (Old Plot No. 35)

THE JOINT SUB-REGISTRAR CLASS-2 JALGAON
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THE SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 सह.दुय्यम निबंधक वर्ग-२ यांची मुद्रा JALGAON-3 जळगाव-३

S. No. 494/1+2,
Mehrun, Jalgaon - 425001.

THIRD :

THAT, the building consists of Ground floor, First Floor, Second Floor, Third floor, Fourth Floor, Fifth Floor, Sixth Floor, Seventh Floor, Eighth Floor. The said building consists of residential individual units capable of individual utilisation on account of having their own exist to the common area and facilities of the building and all the apartments/units/rest rooms in the said Building can be sold to one or more owners, each owner obtaining a particular and exclusive right hereto and each apartment/ units/rest rooms consists of heritable and transferable immoveable property within the meaning of any law time being in force in the state, hereinafter referred to as **"The Unit"** and also having undivided share in the General and / or restricted areas and facilities as listed in this Deed necessary for their adequate used and enjoyment and hereinafter referred to as "The General and /or restricted common areas and facilities" all of the above in accordance with the Maharashtra Apartment Ownership Act, 1970 and rules thereunder 1972.

FORTH :

THAT, the aforesaid building **"Shivaay Square"** is having total Plot area **637.13. Sq.Mtr.** & Total current sanctioned **Built up area 2038.81 Sq.Mtr.** including area of Staircase, Balcony & Family units / Flats etc.

FIFTH :

THAT, this condominium shall be known as **"Shivaay Square"** condominium and the units and common areas, restricted common area and facilities of the building are as under:

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1) Family Units:

Presently in all there are 14 units i.e. Residential Flats all units are of different type:-

Plot area **637.13** Sq.mtr. Present total **B/up area 2038.81 Sq.mtr.-**

SR NO.	Floor	Unit No.	Built up Area (Sq. M)	Carpet Area (Sq. M)	Land Holding (Sq.M)	Voting %
1	First	101	135.060	108.10	45.25	7.10
2	First	102	136.470	115.37	45.72	7.18
3	Second	201	135.060	108.10	45.25	7.10
4	Second	202	136.470	115.37	45.72	7.18
5	Third	301	135.060	108.10	45.25	7.10
6	Third	302	136.470	115.37	45.72	7.18
7	Fourth	401	135.060	108.10	45.25	7.10
8	Fourth	402	136.470	115.37	45.72	7.18
9	Fifth	501	135.060	108.10	45.25	7.10
10	Fifth	502	136.470	115.37	45.72	7.18
11	Sixth	601	135.060	108.10	45.25	7.10
12	Sixth	702	136.470	115.37	45.72	7.18
13	Seventh	701	135.060	108.10	45.25	7.10
14	Seventh + Eighth	702	137.580	119.13	46.06	7.22
15	Common Staircase & Lobby Area	First to Seventh	136.99	0.00	0.00	0.00
		Total	2038.81	1568.05	637.13	100.00

Note : The above percentage of Flat/s is calculated on the basis of present sanctioned Built up area of Flat/s. When additional or balance F.S.I./T.D.R./permission is available to the Grantors, or any revised plan sanctioned, then the above percentage will be varied as per the situation and amendment of this Declaration will be executed.

Terrace Area for Flat No. 702	**74.03 Sq.mtr.**

OFFICE OF THE JOINT SUB-REGISTRAR CLASS-2 JALGAON-3

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Floor	Type	Unit No.	EAST	WEST	NORTH	SOUTH
First	Flat	101	Staircase, Lift, Lobby & Flat No. 102	Marginal Open Space & then Road	Marginal Open Space	Marginal Open Space & then Road
First	Flat	102	Marginal Open Space	Staircase, Lift, Lobby & Flat No. 101	Marginal Open Space	Marginal Open Space & then Road
Second	Flat	201	Staircase, Lift, Lobby & Flat No. 202	Marginal Open Space & then Road	Marginal Open Space	Marginal Open Space & then Road
Second	Flat	202	Marginal Open Space	Staircase, Lift, Lobby & Flat No. 201	Marginal Open Space	Marginal Open Space & then Road
Third	Flat	301	Staircase, Lift, Lobby & Flat No.302	Marginal Open Space & then Road	Marginal Open Space	Marginal Open Space & then Road
Third	Flat	302	Marginal Open Space	Staircase, Lift, Lobby & Flat No. 301	Marginal Open Space	Marginal Open Space & then Road
Fourth	Flat	401	Staircase, Lift, Lobby & Flat No.402	Marginal Open Space & then Road	Marginal Open Space	Marginal Open Space & then Road
Fourth	Flat	402	Marginal Open Space	Staircase, Lift, Lobby & Flat No.401	Marginal Open Space	Marginal Open Space & then Road
Fifth	Flat	501	Staircase, Lift, Lobby & Flat No.502	Marginal Open Space & then Road	Marginal Open Space	Marginal Open Space & then Road
Fifth	Flat	502	Marginal Open Space	Staircase, Lift, Lobby & Flat No.501	Marginal Open Space	Marginal Open Space & then Road
Sixth	Flat	601	Staircase, Lift, Lobby & Flat No.602	Marginal Open Space & then Road	Marginal Open Space	Marginal Open Space & then Road
Sixth	Flat	602	Marginal Open Space	Staircase, Lift, Lobby & Flat No.601	Marginal Open Space	Marginal Open Space & then Road
Seventh	Flat	701	Staircase, Lift, Lobby & Flat No.702	Marginal Open Space & then Road	Marginal Open Space	Marginal Open Space & then Road
Seventh + Eighth	Flat	702	Marginal Open Space	Staircase, Lift, Lobby & Flat No.701, Terrace	Marginal Open Space	Marginal Open Space & then Road

2) Common Area and facilities:

a) Piece and parcel of land as described in first Paragraph of this Deed **Final Plot No. 242 TP Scheme-III (Old Plot No.**

JOINT SUB-REGISTRAR CLASS-2 JALGAON-3

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35), S. No. 494/1+2, area of plot admeasuring 637.13 Sq.Mtr. and situated at Mehrun, & Dist. Jalgaon.

b) One Septic Tank Common for all the owners.

c) Drainage line and waste water line will be common for all the Unit owners of the said building.

d) Parking at ground floor will be used by all Flat owners. along with on Ground floor will be common for all flat owners.

e) One Overhead Water Storage Tank & Underground Water Tank.

f) Plumbing network throughout the building in common areas and facilities. Water supply/connection from Municipal Corporation to be obtained separately by each Flat owner in his name.

g) Electric wiring network throughout the building in common areas and facilities. Separate individual Electric meter to be purchased by each Flat owner in his name.

h) Necessary Light connections in common areas.

i) 2 Nos. of Bore-well with 1 Electric Pump with Pipe fittings is common for Building.

j) Open ducts in the said building.

k) Common 2 lift facility is for all the flat owners of the said building.

l) The foundations, main walls, columns, beams, Girders and roof of the building as described in the Plans which form a part of this Deed.

m) CCTV cameras for Ground Floor lobby parking only.

n) West Side Terrace will be common for all the flat owners of the said building.

o) One time maintenance fee will be common for all the flat owners of the said building.

3) Restricted Areas & Facilities :

a) Parking will be used by Flat owner as per individual allotment.

THE SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 JALGAON-3
सह दुय्यम निबंधक वर्ग-२ यांची मुद्रा

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b) The where ever Terrace attached to the respective units will be restricted for the use of that particular unit and other remaining unit Purchasers have no right & interest on the same.

c) Prospective Owner/s of the said unit shall not construct/destroy any Temporary or Permanent Structure so that it alters or changes elevation of building. No flat owners would be allowed to do changes in elevation features of said building.

d) East side Terrace is used only by the owner of Flat No. 702 and not common for all the flat owners of the said building.

d) **Regarding T.D.R./Additional F.S.I. :**

At present the said building is having total F.S.I/B.up. **2038.81 Sq.** Mtr. and Grantor have consumed as herein before mentioned. In case in future any T.D.R. or remaining F.S.I. or Additional F.S.I.is available to the said building, it will entirely be the sole property of the Grantor & Grantor will have each and every right to consume that Balance and Additional F.S.I. by constructing and selling the unit/s or F.S.I. to the Prospective Purchaser and in such case, all the Owners of **"Shivaay Square"** shall not have any objection to avail such T.D.R./F.S.I. and in such case, such available F.S.I. /T.D.R. will be consumed by Grantor by constructing unit/s on Terrace And for proportional reduction in their percentage attached to them by this Deed of Declaration (as herein before mentioned).

SIXTH :

THAT, right, title and interest of each owner of a family unit /rest rooms in the common areas and facilities and their proportionate share in the profits and common expenses in the said General common areas and facilities as well as the proportionate representation as mutually decided in the meeting of the Association of Apartment Owners of **"Shivaay Square"** Condominium. **And** THAT, right, title and interest of each owner of all unit in common expenses for security, Housekeeping for the

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said building as mutually decided in the meeting of the Association of Apartment Owners of **"Shivaay Square"** Condominium.

SEVENTH :

THAT, the administration of **"Shivaay Square"** Condominium consisting of aforesaid building and parcel of the land described in the paragraphs first and fifth of this Deed and with the provisions of bye-laws which are made a part of this Deed and are attached herewith.

EIGHT :

THAT, as appears above a plan of Apartment Ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment Ownership Act, 1970 so that the family units comprised in the said building called **"Shivaay Square"** may be conveyed and registered as individual properties capable of individual unit of independent use on account of each having its own exit to a common area and facility of the building, each family unit owner having an exclusive and particular right, title and interest over his respective family unit and in addition the specified undivided interest in the common areas and facilities.

NINETH :

THAT, for the purpose of stamp duty and registration fees to be imposed on the registration of this Deed in the Register of Declaration and Deeds of Apartment under section 13(5) the value of the **"Shivaay Square"** Condominium is valued at as per Government Valuation.

TENTH :

THAT, so long as the Grantor owns one or more of the family units/rest rooms the Grantor shall be subject to the provisions of this Deed and of the Exhibit attached hereto and the Grantor covenants to take no action which will adversely affects the rights of the Association of Apartment Owners with respective assurances against latent defects in the building or rights assigned to the association by reason of the establishment of **"Shivaay Square"** Condominium.

THE SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 JALGAON

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ELEVENTH ;

THAT, the General and/or restricted common areas and facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

TWELVETH :

THAT, the percentage of the undivided interest in the General and/or restricted common areas and facilities established therein shall not be changed except with the unanimous consent of all the Apartment Owners expressed in amendment to this Deed duly registered.

THIRTEENTH :

THAT, the undivided interest in the General and/or restricted common areas and facilities shall not be separated from the family units to which it appertains and shall be deemed conveyed or encumbrance with the unit even though such a interest is not expressly mentioned or described in the conveyance or other instruments.

FOURTEENTH :

THAT, each Apartment Owner shall comply with the provisions of this Deed, bye-laws decisions and resolutions of the Association of Apartment Owners of its representative and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover sums due, for damages for injunctive relief.

FIFTEENTH :

THAT, the dedication of the property to the plan of Apartment Ownership herein shall not be revoked, or the property removed from the plan of Apartment Ownership or any of the provisions herein amended unless all of the apartment owners and the mortgagees of all the mortgages covering the units unanimously agree to such revocation or amendment or removal of the property from the plan by duly registered instruments.

JOINT SUB-REGISTRAR CLASS-2 JALGAON-3

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SIXTEENTH :

THAT, no Apartment Owner of a family unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general and / or restricted common areas and facilities or by the abandonment of his family unit.

SEVENTEENTH :

ALL sums assessed by the Association but unpaid for the share of the common expenses chargeable to any family unit shall constitute a charge on such family unit prior to all other except any 1) charge, if any of the family unit for payment of Government of Municipal taxes or both, and (2) all sums unpaid on a first mortgage of the Apartment.

EIGHTEENTH :

THAT, all present of future owners, tenants future tenants or any other person that might use facilities of the building in any manner, or subject to the provisions of this Deed and that the more acquisition or rental of any of the family units of the building or the mere act of occupancy of any of the said unit shall signify that the provisions of this Deed are accepted and ratified. The respective family unit shall not be rented or giving or leave and licence or care taker basis by the Apartment Owners thereof for transient or hostel purposes, which shall be defined as (a) rental compensation or compensations for any period less than thirty days or (b) any rental of the it the occupants of the family units are provided customary hotel or boarding or lodging or paying guest services other than the foregoing obligations, the Apartment owners of the respective family units shall have the absolute right to lease such unit or give it on leave and licence or care taker basis is made subject to the covenants and restrictions contained in this Declaration and further subject to the bye-laws in Exhibit "B" attached hereto.

OFFICE OF THE JOINT SUB-REGISTRAR CLASS-II

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NINETEENTH :

THAT, if the property, subject to Plan of Apartment 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.

TWENTIETH :

THAT, where a family unit is sold by a mortgagee in exercise of his powers of sale under an English Mortgage or by a court in execution of a decree in a suit brought by a mortgagee against the owner of such family unit, then neither the mortgagee nor the purchaser who derives title to the family unit at such sale, or his successors or assigns shall be liable for assessments by the association which become due prior to the acquisition of title by a such acquirer, it being understood however, that the above shall not be construed to prevent the Association of Apartment Owners from filing and claiming charge for such assessments and enforcing same as provided by law, and that such charge shall be sub-ordinate to such mortgage.

TWENTY FIRST :

THAT, in voluntary conveyance of a family unit the grantee of the unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association of Apartment Owners against the latter for his share of the common expenses upto the time of the grant or conveyance without prejudice to the Grantee right to recover from the Grantor the amounts paid by the grantee therefore, however any such grantee shall be entitled to a statement from the Manager or Board of Managers of the Association, as the case may be setting forth amount of the unpaid assessment against the grantor liable for nor shall be family unit conveyed by subject to charge for any unpaid assessments made by

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the Association of Apartment Owners against the grantor in excess of the amount therein set forth.

TWENTY SECOND :

THAT, the Manager or Board Managers of the Association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgages holding first mortgages covering family units but without prejudicial to the right to the owner of a family unit to obtain individual family unit insurance.

TWENTY THIRD :

THAT, insurance premium for any blanket insurance coverage shall be a common expenses to be paid by monthly assessment levied by the Association of Apartment Owners and that such payment shall be held in a separate accounts of the Association and used solely for the payment of the blanket property insurance premiums as such premiums become due.

IN WITNESS WHEREOF the Grantors have set their signature on this 03/12/2023 day of 2023 at Jalgaon.

1. **Smt. Manjula Sudhakar Mahajan**
2. **Mr. Nitin Ramchandra Mahajan**
3. Mr. Sandip Ramchandra Mahajan
4. **Mr. Sudhir Ramchandra Mahajan**

Grantor No. 1 to 4 - Through
Developer & POA holder
Ishanvi Construtech Pvt. Ltd. Through
its Director – Mr. Anand Amol Mukund



: WITNESSES :

1) Parvesh Sunil Panchamia
34 Jay Nagar Jalgaon — P.S.Panchamia

2) Sunil Mansukhlal Panchamia
34 Jay Nagar Jalgaon — S.M.Panchamia

जलन – ३
दस्त.क्र. ३५४८ / २०२३
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THE SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 JALGAON-3

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EXHIBIT "B"
BYE LAWS OF "SHIVAAY SQUARE"CONDOMINIUM.

1) SHORT TITLE AND APPLICATION

a) These bye-laws may be called the bye laws of the **"Shivaay Square"** Condominium.

b) The provisions of these bye-laws apply to the **"Shivaay Square"** Condominium.

All present or future owner, tenants, or their employees or any other person that might use the facilities of the building in any manner are subject to the regulations set-forth in these bye-laws.

The mere acquisition or rental or taking or licence of any or the family units (hereinafter referred to as "Unit") of the building or mere act of occupancy of any of the said units will signify that these bye-laws are accepted, ratified, and will be complied with.

2) DEFINITIONS :

1) In these bye-laws, unless the context required otherwise.

a) 'Act' means the Maharashtra Apartment Ownership Act, 1970.

b) 'Association' means the Association of all the Apartment Owners constituted by such owner for the purpose of **"Shivaay Square"** Condominium.

c) 'Board' means a Board of Managers consisting of five persons all of whom shall be owners of Apartment in the **"Shivaay Square"** Condominium.

d) 'Building' means the building located at **Final Plot No. 242, TP Scheme – III, (Old PlotNo.35) out of S. No. 494/1+2** area of plot admeasuring **637.13 Sq.Mtr..** and situated at **Mehrun** and known as **"Shivaay Square"** Condominium and includes the land forming part thereof.

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e) 'Declaration' means the Declaration which the sold owner of the building or all the owners of the building have executed and registered s provided in Section 2.

f) 'Majority of Owners' means those owners holding 51 per cent of the votes in accordance with the percentages assigned in the Declaration.

g) 'Owner' or Apartment owners means the person owing an Apartment in the **"Shivaay Square"** Condominium.

h) 'Section' means a section of the Act.

i) 'Unit' means a family unit in the **"Shivaay Square"** Condominium.

j) 'Registrar' means the Registrar of Co-operative Societies".

2) Words and expressions used in these bye-laws but not defined therein shall have the meaning respectively assigned to them in the Act.

3) APARTMENT OWNERSHIP

The building located at **Final Plot No. 242 TP Scheme-III (Old Plot No. 35) S. No. 494/1+2,** area of plot admeasuring **637.13 Sq.Mtr.** and situated at **Mehrun** and the building known as **"Shivaay Square"** Condominium is submitted to the provisions of the Act.

4) OBJECT 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 **"Shivaay Square"** Condominium situated at **Final Plot No. 242 TP Scheme-III (Old Plot No. 35) S. No. 494/1+2,** area of plot admeasuring **637.13 Sq.Mtr.** and situated at **Mehrun** (hereinafter called 'the said building') who have filed their respective declarations submitting their Apartments to the provisions of the Act.

b) to invest of deposit moneys.

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SEAL OF THE JOINT SUB-REGISTRAR CLASS-2

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