c) to provide for the maintenance, repair and replacement of the common areas and facilities by contributions from the Apartment Owners, and if necessary by raising loans for that purpose.

d) to provide for and do all and any of the matters provided in sub-sections(2) of section 16.

e) to advance, with the consent of the Apartment Owners, any short term loan to any Apartment Owners in case of any emergent necessity and to provide for repayment thereof in lump sum or in instalments.

f) to establish and carry on, on its own account or jointly with individuals or institution, educational, physical, social and recreative activities for the benefit of the Apartment Owners.

g) to frame rules, with approval of the general meeting of the Association and after consulting the competent authority and may establish a provident fund and gratuity and if necessary for the benefit of the employees of the Association.

h) to do all things necessary or/and otherwise provided 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.

5) MEMBERS OF THE ASSOCIATION :

1) All persons who have purchased Apartment in the "Shivaay Square" Condominium and executed respective Declarations under Section - 5 submitting their Apartment to provisions of the Act, shall automatically be members of the Association, and shall pay the sum towards one time maintenance charges as decided in the meeting of members of Association. Ten Rupees as entrance fees and may purchase at least one share of the face value of Rs. 251/- each. Each apartment Owner shall receive a copy of the bye-laws on payment of Rs. 200/-

2) Upon any apartment owner selling his apartment of absolutely conveying the same by way of gift under his will or otherwise the purchaser or donee shall automatically become a member of the Association and shall be admitted as member on payment of the

ज ल न - ३
दस्त.क्र. ३५२४/२०२३
१६४८

THE SEAL OF THE JOINT SUB-REGISTRAR CLASS-2
सह.दुय्यम निबंधक वर्ग-२ यांचा शिक्का

Scanned with OKEN Scanner

Scanned with OKEN Scanner

entrance fee of Rs. 100/-. The shares held by an Apartment Owners shall be transferred in the name of such purchaser or donee on payment of Rs. 100/- to the Association.

3) On the death of an apartment owner, his apartment shall be transferred to the person or persons to whom he bequeaths the same by his will or to the legal representative of his estate in case he has not made any specified bequest of the apartment. The name of the legatee or the names of the register of Apartment owners maintained by the Secretary for the purpose of administration of the **"Shivaay Square"**as apartment Owner or joint apartment owners, where any legatee is a minor the apartment owner shall be entitled to appoint a guardian of such minor.

6) JOINT APARTMENT OWNERS :

Where an apartment has been purchased by two or more persons jointly they shall be jointly entitled to the Apartment and the share of the Association shall be issued in their names but the person whose name stands first in the share certificate shall alone have the right to vote.

7) HOLDING OF ONE SHARE COMPULSORY :

Where an apartment has been purchased by two of the Association (joint apartment owners holding the shares jointly).

8) DISQUALIFICATIONS :

No Apartment owner shall be entitled to vote on the question of the election of members of the Board or the President, Secretary, Treasurer or any other office bearer or be entitled to stand for election to such office if he is in arrears if any sum due from him in respect of his contributions for common expenses for more than sixty days of the last day of the year proceeding the year in which elections to the Board would take place.

ज ल न – ३
दस्त.क्र. ३२५/२०२३
१७/१८

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

Scanned with OKEN Scanner

Scanned with OKEN Scanner

जलन - ३
दस्त.क्र. ३५१८/२०२३
१८१४

CHAPTER - II

VOTING, QUORUM AND PROXIES

9) VOTING :

Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to family unit or units in the Declaration.

10) QUORUM :

Except as otherwise provided in these by-laws the presence in person of a majority of owners shall constitute a quorum.

11) VOTES TO BE CASTE IN PERSON :

Votes shall be cast in person.

CHAPTER - III

ADMINISTRATION

12) POWERS AND DUTIES OF ASSOCIATION :

The Association will have the responsibility of Administering the **"Shivaay Square"** condominium approving the annual budget establishing and collecting monthly assessments and arranging for the managements of the condominium in an efficient manner except as otherwise provided resolutions of the Association shall require approval by a majority of owners, casting votes, in person.

13) PLACE OF MEETINGS :

Meetings of Association shall be held by suitable place convenient to the owners as may from time to time designated by the Association.

14) ANNUAL MEETINGS :

The first annual meeting of the Association, shall be held as per decided by the members of Association. Thereafter, the annual meetings of the Association shall be held on the 31st March of each succeeding year. At such meetings there shall be elected by ballot of the

Scanned with OKEN Scanner

Apartment Owners a Board of Managers in accordance with the requirements of bye law 23. The owners may also transact such other business of the Association as may properly come before them.

15) SPECIAL MEETINGS :

It shall be the duty of the president to call a special meeting of the Apartment Owners as directed by a resolution of the Board of upon a petition signed by a majority of the owners and having been presented to the Secretary or as the case may be the Registrar 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 asserted in the notice without the consent of for fifths of the owners present in persons.

16) NOTICE OF MEETINGS :

It shall be the duty of the Secretary to mail or sent a notice of each annual or special meeting, stating the purpose thereof as wellas the time and place where it is so held to each Apartment Owner, at least 2 but not more than 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in this bye-laws shall be considered notice served. Notices of all meetings shall be mailed or sent to the Housing Commissioner or as the case may be, the Registrar.

17) ADJOURNED MEETINGS :

If any meeting of owner cannot be organised because of a quorum has not attended the owners who are present, may adjourn the meeting to a time not less than meeting was called if at such adjourned meeting also, no quorums present the owners present in person being not less than two shall form a quorum.

18) ORDER OF BUSINESS :

The order of business at all meetings of the owners of unit shall be as follows :

a) Roll call.

b) Proof of notice of meeting or waiver of Notice.

ज ल न - ३
दस्त.क्र.३५५८/२०२३
१५१८

THE SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 सह दुय्यम निबंधक वर्ग - २

Scanned with OKEN Scanner

Scanned with OKEN Scanner

ज ल न – ३
दस्त नं. ३५२४/२०२३
२०१९

c) Reading of minutes of preceding meeting.

d) Report of Officers.

e) Report of the Housing Commissioner, or the Registrar or of the office, duly authorised by them, if present.

f) Report of Committees.

g) Election of Board of Managers.

h) Unfinished business if any.

i) New Business.

CHAPTER - IV

BOARD OF MANAGERS

19) MANAGEMENT OF ASSOCITION :

The affairs of the Association shall be governed by a Board of Managers.

20) POWERS AND DUTIES OF BOARD :

The Board of Managers shall have the powers and duties necessary for the administration of affairs of the Association and made do all such acts as things as are not by law or by these bye-laws directed to be exercised and done by the owners.

21) OTHER DUTIES :

In addition to duties imposed by these bye-laws or by resolution of the association the Board shall be responsible for the following that is to say :

a) Care, un keep and surveillance of the **"Shivaay Square"** and the common areas and facilities and restricted common areas and facilities.

b) Collection of monthly assessments from the owners.

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 सह.दुय्यम निबंधक वर्ग-२ हवेली ३३
HAVELI-3

Scanned with OKEN Scanner
Scanned with OKEN Scanner

c) Designation, employment, remuneration and dismissal of the personnel necessary for **"Shivaay Square"** condominium common areas and facilities.

d) to provide for the matter in which audit and accounts of the Association shall be carried out.

e) to inspect the Account kept by the Secretary and/or Treasurer and examine the Registers and accounts books and to take steps for the recovery of all sums due to the Association.

f) to sanction working, expenses, count cash balance and deal with other miscellaneous business.

g) to see that cash book is written up promptly and is signed daily by one of the members of the Board Authorised in this behalf.

h) to hear, deal with complaints.

22) MANAGER :

The Board may comply for the Association a Manager at a compensation determined by the Board shall authorise including but not limited to the duties listed in bye-laws.

23) ELECTION AND TERMS OF OFFICE :

At the first Annual Meeting of the Association, the term of the office of two managers shall be fixed for three years. The term 3 years and term of office of one shall be fixed at one year. At the expiration of the initial term of office of each respective Manager his successor shall be elected to serve a term of three years. The Manager shall hold office unit their successors have been elected and hold their first meeting (if a larger Board in contemplated, the term of the office should be established in similar manner so that they will expire in different years.

24) VACANCIES :

Vacancies in the Board caused by any reason other than the removal of a vote of the association shall be filled by vote of the majority of the remaining Managers, even though they may constitute less than a quorum and each person so elected shall be a manager until a successor is elected at the next Annual Meeting of the Association.

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 बांद्रा क्र. १-२

ज ल न – ३
दस्त.क्र.३१५४/२०२३
२१४८

Scanned with OKEN Scanner

Scanned with OKEN Scanner

ज ल न – ३
दस्त.क्र. ३५२४/२०२३
२५४८

25) REMOVAL OF MANAGER :

At any regular or special meeting duly called any one or more of the Managers may be removed with or without cause by a majority of Apartment Owners and a successor may then and there be elected to fill the vacancy thus created. Any Managers whose removal has been proposed by the owners shall be given an opportunity to heard at meeting.

26) ORGANISATION MEETING :

The first meeting of newly elected Board shall be held within 10 days of election at such a place as shall be fixed by the Manager at the meeting at which Managers were elected and no Notice shall be necessary to the newly elected Managers in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

27) REGULAR MEETINGS :

Regular meetings of the Board may be held at such a time and place as shall be determined, from time to time, by a majority of the Managers but at least two such meetings shall be hold during each year. Notice of regular meeting of the Board shall be given to each Manager personally or by mail or telegraph at least three days prior to the day named for such meetings.

28) SPECIAL MEETINGS :

Special meetings of the Board maybe called by the president of 3 days notice to each Manager, given personally or by mail or telegraph, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the board shall be called by the president or secretary in the manner and on like notice on the written request of at least 3 Managers.

29) WAIVER OF NOTICE :

Before or any meeting of the Board any Manager, may in writing, waive of notice of such meeting and such waiver shall be demand

THE JOINT SUB-REGISTRAR CLASS-2 JALGAON-3
सह दुय्यम निबंधक वर्ग-२ जळगाव-३

Scanned with OKEN Scanner

Scanned with OKEN Scanner

equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be waiver of Notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may transacted at such meetings.

30) QUORUM :

At all the meetings of the Board one third of the total strength of the Managers, shall constitute a quorum for the transaction of the business, and the act of the Managers present at a meeting at which a quorum is present shall be the acts of the Board. If at any Meeting of the Board there be less than a quorum present may adjourn the meeting from time to time. At any such adjourned meetings, any business which might have been transacted at the meetings as originally called may transacted without further notice provided there is quorum present.

31) FIDELITY BONDS :

The Board may require that all officers and employees of the Association funds shall furnish adequate fidelity bonds. The premium which such bonds shall be paid by the Association.

CHAPTER - V

OFFICER

32) DESIGNATION :

The principal officers of the Association shall be President, Vice-president, Secretary, Treasurer all of them shall be elected by and from the Board, they may appoint an Asstt. Treasurer and Asstt. Secretary, such other officers as in their judgement maybe necessary (in the case of an Association of 100 owners or less the offices of Treasurer and Secretary maybe filled by the same person).

33) ELECTION OF OFFICERS :

The Officers of the Association shall be elected annually by the Board of organisation meeting of each new board and shall hold offices at the pleasure of the Board.

THE SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 सह दुय्यम निबंधक वर्ग-२ PANVEL-1 PANVEL-3

अ ल न - ३
दस्त.क्र. ३५२४/२०२३
३१४८

Scanned with OKEN Scanner

Scanned with OKEN Scanner

अ ल न – ३
दस्त.क्र. ३५२८/२०२३
२४८९

34) REMOVAL OF OFFICERS:

Upon an affirmative vote of a majority of the members of the Board any officer may be removed, either with or without cause, any his successor elected at any special meeting of the Board called for such purpose.

35) PRESIDENT :

The president shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties. Which are usually vested in the office of the president of an Association, including but not limited to the power to appoint committees from amongst the owners from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the affairs of the Association.

36) VICE-PRESIDENT :

The Vice-President shall take place of the President and perform his duties whenever the president shall be absent or unable to act, if neither the president nor the Vice-president is able to act, the Board shall appoint some other member of the Board so as to actan interim basis. The Vice-president shall also perform such other duties as shall from time to time imposed upon him by Board.

37) SECRETARY :

The secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of Association he shall have charge of such books and papers as Board may direct, and he shall in general perform all the duties incidental to the office of thė Secretary.

38) TREASURER :

The treasurer shall be responsible for Association funds and Securities and shall also be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall responsible for the deposit of all moneys and other valuable effects in the name and to the credit, of the Association in such deposit areas may from time to time designated by the Board.

Scanned with OKEN Scanner
Scanned with OKEN Scanner

CHAPTER - V

OBLIGATION OF THE FAMILY UNIT OWNERS

39) ASSESSMENTS :

All owners are obliged to pay monthly assessments imposed by the association to meet all expenses relating to the **"Shivaay Square"** condominium minimum which may include an insurance premium for a policy to cover repair, reconstruction work in case of hurricane, fire earthquake or other hazards or calamities. The assessments shall be made pro-rata according to the value of the unit owned as stipulated in the declaration. Such assessments shall include monthly payments to a general operating reserve and a reserve funds for replacements.

40) MAINTENANCE AND REPAIRS :

a) Every month owner must perform promptly all maintenance and repair work within his own units which if omitted would affect the **"Shivaay Square"** condominium entirely or in a part belonging to other owners being expressly responsible for the damages and liabilities that the failure to do so may endanger.

b) All the repairs of internal installations of the unit such as water, light, gas, powers, sewage, telephones, air-conditioners, sanitary installations, doors, windows, lamps and all other assessors belonging to the unit area shall be at expenses of the Apartment Owners concerned.

c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facilities damaged through his fault.

41) USE OF FAMILY UNITS : Internal Changes :

a) An owner shall not make any structural modification or alterations in his unit, or installations, located therein without previously notifying the Association in writing through the president of the Board, if no Manager is employed. The Association shall have the obligation to owner within 30 days and failure to do so within the stipulated time shall modification, alterations or installation.

THE SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 E-PUNE-3 दु.नि.उपसम निबंधक वर्ग-२ पुणे-३

ज ल न - ३
दस्त.क्र. ३५२४/२०२३
२५१४

Scanned with OKEN Scanner

Scanned with OKEN Scanner

42) USE OF COMMON AREAS AND FACILITIES AND RESTRICTED COMMON AREAS AND FACILITIES :

1) An owner shall not place or caused to be placed or caused to be placed or caused to be stairway, elevators and other area of condominium and facilities of the 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.

2) The **"Shivaay Square"** shall have elevators devoted to the transportation of the owners and their guests, owners and trades men are expressly required to utilise exclusively a freight or service elevator for transporting packages, merchandise or any other object that may effect the comfort or well being or the passengers of the elevators dedicated to the transportation of owners, residents and guests.

43) RIGHT OF ENTRY :

1) An owner shall grant right of entry to the Manager or any other person authorised by the Board or the Association in case of any emergency originating in or threatening his unit whether the owner is present at the time or not.

2) An Owner shall permit other owners or their representative so required to enter his unit for the purpose of performing installations, alterations, provided that or repairs to the mechanical or electrical services provided that request for entry are made in advance and that such entry at the time convenient to the owner. In case, of an emergency, such a right of entry shall be immediate.

44) RULES OF CONDUCT :

1) No resident of **"Shivaay Square"** condominium shall post any advertisement or posters of any kind or an building except as authorised by the Association.

2) Residents shall exercise extreme care about making noises or the use of musical instruments, radios, televisions, and amplifiers that, may disturb others, residents keeping domestic animals shall abide by the Municipal sanitary by way of regulations.

जोडपत्र - ३
दस्त.क्र. 3928/2023
२५४

Scanned with OKEN Scanner

Scanned with OKEN Scanner

3) It is prohibited to hang garments rugs, etc. from the windows, balconies or form of the face of the **"Shivaay Square"** Condominium.

4) It is prohibited to dust rugs etc. from the windows or to clean rugs etc. by beating on the exterior part of the said condominium.

5) It is prohibited to throw garbage or trash outside the disposal installations provided for such purposes in the service areas. If such installations is not provided all garbage or trash shall be collect in a vessel and thrown in the Municipal dustbin.

6) No owner resident or lessee shall install wiring for electrical or telephone installation, television antennas, machines or air-conditioning units etc. on the exterior of the **"Shivaay Square"** Condominium or that procure through the walls of the condominium except as authorised by Association.

7) No owner resident shall sale/alienate of transfer the unit to third party without prior permission/NOC of Association of the **"Shivaay Square"** Condominium in writing.

CHAPTER - VII

FUNDS AND THEIR INVESTMENTS

45) FUNDS :

Funds may be raised by the Association in all or any of the following ways namely :

a) By shares ;

b) By contributions and donations from the Apartment Owners.

c) By from common profits which shall from the nucleus of the reserve fund;

d) By raising loans, if necessary subject to the terms and condition as the Association, with the approval of the competent authority may determine in his behalf.

जलन - ३
दस्त.क्र. ३५४ / २०२३
२७/६८

Scanned with OKEN Scanner

Scanned with OKEN Scanner

दस्त क्र. ३५२४/२०२३
25/8C

46) INVESTMENTS :

Association may invest or deposit its funds in one or more of the following :

a) In the Central Co-operative Bank or the State Co-operative Bank or ;

b) In any of the securities specified in Section 20 of the Indian Trust Act, 1982, or ;

c) In any co-operative Bank other than those referred to inclause (a) of the bye-laws or in any banking company approved for this purpose by the Association.

47) AFFILIATION :

Should there be any Federation of Apartment Owners in the locality in which the **"Shivaay Square"** is situated the Association may after consulting the competent authority, become a member thereof and pay the sums from time to time payable to such the rules thereof.

48) ACCOUNTS :

1) A banking Account shall be opened by the Association into which all moneys received on behalf of the Association shall be paid provided that the Secretary may retain in his personal custody an amount not exceeding Rs. 1000/- for petty expenses. All payments above Rs. 200/- shall be made by cheques signed by the Secretary and one member of the Board.

2) Each Apartment Owner shall have a pass book in which the Secretary shall enter amounts paid to or received for his share in receipts of profits from common areas and contributions towards common expenses and his share of assessment and other dues if any, in respect of his Apartment.

3) The Association shall on or before 31st duly in each year publish an audited annual financial statement in respect of common areas and facilities containing.

a) the profits and loss account.

SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 JALGAON-1

Scanned with OKEN Scanner

b) the receipts expenditure of the previous financial year.

c) A summary of the property, as assets and liabilities of common areas and facilities of the Association giving such particulars as will disclose the general nature of these liabilities as assets and how the value of the fixed assets has been arrived at.

4) The Audited financial statement shall be open to the inspection of any member the association during office house and in the office of the association and a copy thereof shall be submitted to the competent authority not later than 15 th August every year.

5) Every financial statement shall be accompanied by a complete list of Apartment Owners. There shall also accompany the financial statement in a similar list of loans. The financial statement shall state up to what date profits and expenses of areas are included.

49) PUBLICATION OF ACCOUNT 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.

50) APPOINTMENT OF AUDITOR :

The Association shall appoint at its general meeting an Auditor who shall audit the accounts of the Association to be prepared by the Board as hereinbefore provided and shall examine the annual return and verify the same with the accounts, relating to and shall either sign the same as found by him to be correct duly vouched and in accordance with law or specially report to the Association in what respect be finds it incorrect, un vouchered or not in accordance with law.

51) POWER OF AUDITOR :

The Auditor shall be entitled to call for and examine and papers or documents belonging to the Association relating to the common areas and facilities (including limited 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.

THE SEAL OF THE JOINT SUB-REGISTRAR CLASS-2 JALGAON-1

ज ल न - ३
दस्त.क्र. ३५४ /२०२३
२५४८

Scanned with OKEN Scanner

Scanned with OKEN Scanner

अ ल न - ३
दस्त.क्र. 3418 023
30/8

CHAPTER - VIII

MORTGAGEES

52) NOTICE OF ASSOCIATION :

An owner who mortgages his unit shall notify the Association through the Manager if any or president of the Board in the event there is not Mortgagees and the Association shall maintain such information in a book entitled "Mortgagees of Units".

53) NOTICE OF UNPAID ASSESSMENTS :

The Association shall at the request of mortgagee of a unit report any unpaid assessments due from the owner of such unit.

CHAPTER - IX

COMPLIANCE

54) COMPLIANCE :

These bye-laws are set forth to comply with the requirements of the Maharashtra Apartment Ownership Act, 1970 in case any of these bye-laws conflict with the provisions of the said Act it is hereby agreed and accepted that provisions of the Act will apply.

55) SEAL OF THE ASSOCIATION :

The Association shall have a common seal which shall be used only under the authority of a resolution of the Board and every deed of instrument to which the seal is affixed shall be attested for or on behalf of the Association by two member of the Board and Secretary or any other person authorised by the Association in this behalf.

CHAPTER -X

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

56) AMENDMENT OF BYE-LAWS :

These bye-laws may be amended by the Association in a duty constituted meeting for such purpose and no amendment shall take effect unless approved by the Owners representing at least 75% of the

SEAL OF THE JOINT SUB-REGISTRAR CLASS-1
सह.दुय्यम निबंधक वर्ग-२ वांद्रे ३३

Scanned with OKEN Scanner
Scanned with OKEN Scanner

total value of all units in the **"Shivaay Square"** condominium as shown in the Declaration.

IN WITNESS WHEREOF the Grantor have set his signature on this 03 day of DEC 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. 3928 /2023
3918

Scanned with OKEN Scanner

Scanned with OKEN Scanner