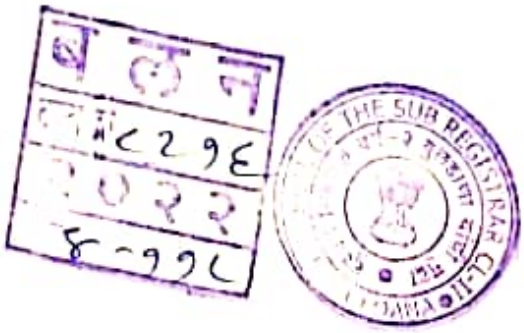
Stamp Duty Rs	**DEED OF DECLARATION** 500/- E Challan No MH010881920202223E Date 19/11/2022.
Reg Fees Rs	100/-
Stamp Purchesed	**Sanjaykumar Ramchandra Narkhede**



DEED OF DECLARATION BY OWNER TO SUBMIT THE PROPERTY UNDER THE APARTMENT OWNERSHIP ACT. 1970 IN RESPECT OF "THE VISTA APARTMENT"

In respect of "THE VISTA APARTMENT" constructed on land bearing old Survey No. 54 in which Plot No. 72 admeasuring 1290.50 Sq. Mtrs, situated within the Municipal Council Limits of Buldana town, At., Tq. & District Buldana.

Under Section 2, of the Maharashtra Apartment Ownership Act- 1970

IN THE TOWN OF BULDANA Tahasil and District Buldana on this 18th day of November - 2022.

B Y

TITUS BUILDCON BULDANA
Through Its Partners,

1) Mr. Sanjaykumar Ramchandra Narkhede

Aged about 50 years, Occu: Business,

R/o Gurukunj Housing Society, Malkapur Road,

Buldana Tq. Dist. Buldana 443001.

Aadhar No 3188 9506 8475.

PAN No. AAMPN1415E

Mobile No. 9422929021.

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AND

2) Mrs. Sarita Dinesh Aher
Aged about 42 years, Occu: Business,
R/o Sarvoday Building, Solanke layout,
Buldana Tq. Dist. Buldana 443001
Aadhar No 3219 0896 5852.
PAN No. BMKPA8532J
Mobile No. 9420444111

AND

3) Mr. Santosh Subhash Malu
Aged about 42 years, Occu: Business,
R/o Chaitanyawadi,
Buldana Tq. Dist. Buldana 443001
Aadhar No 9912 2335 0081.
PAN No. AKJPM9376J
Mobile No. 9422180471

AND

4) Mr. Shivaji Ananda Chankhore
Aged about 62 years, Occu: Business,
R/o Buldana Tq. Dist. Buldana 443001
Aadhar No 5493 6823 4111..
PAN No. AANHS5584C
Mobile No. 9421493805

AND

5) Mrs. Sonal Hariprasad Mishra
Aged about 40 years, Occu: Business,
R/o Chaitanyawadi,
Buldana Tq. Dist. Buldana 443001
Aadhar No 8723 4856 6956.
PAN No. BSAPM3769F
Mobile No. 8007233744

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AND

6)-A Mrs. Varsha Ganesh Narkhede

Aged about 45 years, Occu: Housewife,

R/o Samarth Housing Society, Malkapur road,

Buldana Tq. Dist. Buldana 443001

Aadhar No 6279 2676 5963.

PAN No. APZPN0954N

Mobile No. 9420005374

AND

6)-B Mrs. Jyoti Rajendra Kolte

Aged about 46 years, Occu: Housewife,

R/o Gurukunj Housing Society, Malkapur Road,

Buldana Tq. Dist. Buldana 443001.

Aadhar No 9030 0500 6100.

PAN No. CNOPK0491F

Mobile No. 7588416739

AND

6)-C Mr. Avinash Murlidhar Ingle

Aged about 45 years, Occu: Service

R/o Gurukunj Housing Society, Malkapur Road,

Buldana Tq. Dist. Buldana 443001.

Aadhar No 6502 7828 3477

PAN No. AAPPI7704J

Mobile No. 9970390827

..... Grantors / Developers

Herein after referred to as Grantor fully empowered and qualified to execute this deed does here by state :

7. Mr. Dhiraj Rambhauji Lingade,

Aged about: 48 years, Occupation: Business,

R/o Suwarna Nagar, Buldana Tq. & Dist. Buldana 443001

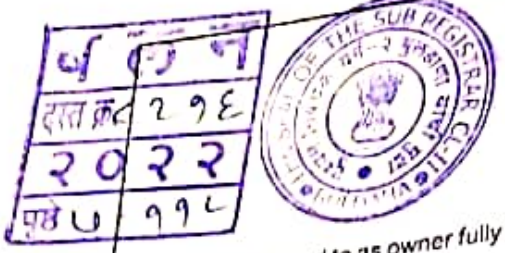
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Pan No. : AAKPL3321M

Mobile No. 9822470681

..... Owner / Consenting party

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Herein after referred to as owner fully empowered and qualified to give consent to this deed does here by state :

The above named hereinafter referred to as GRANTORS fully empowered and qualified to execute this deed does here by state:

FIRST - THAT the above named owner Dhiraj Rambhau Lingade own and possess the following landed property in within the Municipal Council limits of Buldana Tahasil and District Buldana which is described as follows -

SCHEDULE OF PROPERTY

All that piece and parcel of land bearing Plot No.72 admeasuring total 1290.50 sq. mtrs. from survey No. 54, situated within the limits of Municipal Council, Buldana in view of order of amalgamation passed by Tahasildar Buldana in Rev. Case No. MRC-81/Buldana/ 4/2018-2019 dt. 07/02/2019 and Rev. Case No. MRC-81/Buldana/25/2020-2021 dt. 30/04/ 2020 in which plot No. 72, 73, 74, 75, 76, 83, 84 & 85 are amalgamated into one plot i.e. plot No. 72 total admeasuring 1290.50 sq. mtrs. (Originally having plot No. 72, 73, 74, 75, 76, 83, 84 & 85 demarcated as per NA order dt. 30/03/1992 passed in Rev. Case No. NAP-34/ Buldana/53/1991-1992) within the jurisdiction of the Sub-Registrar Buldana which is bounded as under-

To East : 9 mtrs. Layout Road,
To West : 6 mtrs. Layout Road,
To North : 12 mtrs. Layout road,
To South : Plot No. 77 & plot No. 82.

WHEREAS said **Shri Dhiraj Rambhau Lingade** is the original owner of the above referred property who has executed a registered agreement of development, construction regarding the proposed construction of multi storied building on the above referred property with the grantor i e. **TITUS BUILDCON BULDANA Through Its Partners** 1) Mr. Sanjaykumar Ramchandra Narkhede, 2) Mrs. Sarita Dinesh Aher, 3) Mr. Santosh Subhash Malu, 4) Mr. Shivaji Ananda Chankhore, 5) Mrs. Sonal Hariprasad Mishra, 6)-A Mrs. Varsha Ganesh Narkhede, 6)-B Mrs. Jyoti Rajendra Kolte & 6)-C Mr. Avinash Murlidhar Ingle, on 21/11/ 2022 By Doc No.8215 and which is registered at Buldana /2022.

SECOND ; AND WHEREAS the **Shri Dhiraj Rambhau Lingade** has decided to develop and construct a multistoried building on the aforesaid piece and parcel of Plot No.72, admeasuring total 1290.50 sq. mtrs. from Survey No. 54 of Buldana situated within the jurisdiction of limits of Municipal Council Buldana, Tq. and District Buldana more particularly described in the schedule herein under written and the same is hereinafter referred to as the "Said Property".

AND WHEREAS prior to execution of this agreement of development, construction and sale the original owner **Shri Dhiraj Rambhau Lingade** have applied for obtaining the construction permission from Municipal Council, Buldana on the said property. The Chief Officer Municipal Council, Buldana vide its commencement certificate dated ..... has granted permission for construction to **"Shri Dhiraj Rambhau Lingade"** and have approved/sanctioned the plan submitted by him in respect of the Apartment Scheme proposed to be constructed over the said Plot No. 72.

AND WHEREAS **TITUS BUILDCON BULDANA Through Its Partners** 1) Mr. Sanjaykumar Ramchandra Narkhede, 2) Mrs. Sarita Dinesh Aher, 3) Mr. Santosh Subhash Malu, 4) Mr. Shivaji Ananda Chankhore, 5) Mrs. Sonal Hariprasad Mishra, 6)-A Mrs. Varsha Ganesh Narkhede, 6)-B Mrs. Jyoti Rajendra Kolte & 6)-C Mr. Avinash Murlidhar

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Ingle are suppose to construct a Multistoried building on the aforesaid Land in view of agreement of development, construction and sale on the Plot No.72 admeasuring 1290.50 sq. mtrs. in survey No. 54 situated within the limits of Municipal Council Buldana, a building Known as **"THE VISTA APARTMENT"**. The grantors have already started the construction as per earlier permission granted by Chief Officer Municipal Council, Buldana on the aforesaid Land according to the plan attached herewith which is duly sanctioned by the Chief Officer, Municipal Council, Buldana vide its approval No. CBBBM/B/2021/APL/00281 dt. 25/02/2021.

The Postal Address of the building is ;

"THE VISTA APARTMENT"
Plot No. 72, Survey No. 52,
Behind IMA Hall
Malkapur Road, Buldana,
Tq & District Buldana",

THIRD : That the said building known as "THE VISTA APARTMENT" consists of, Upper Ground Floor, First Floor, Second Floor, Third Floor and Fourth Floor.

The entire Upper Ground Floor of the said "THE VISTA APARTMENT" shall consists of 8 affordable residential Flats numbered as U-1, U-2, U-3, U-4, U-5, U-6, U-7, & U-8 respectively.

The entire First Floor of the said "THE VISTA APARTMENT" shall consists of 8 affordable residentia Flats numbered as F-1, F-2, F-3, F-4, F-5, F-6, F-7, & F-8 respectively.

The entire Second Floor of the said "THE VISTA APARTMENT" shall consists of 8 affordabl residential Flats numbered as S-1, S-2, S-3, S-4, S-5, S-6, S-7, & S-8 respectively.

The entire Third Floor of the said "THE VISTA APARTMENT" shall consists of 8 affordab residential Flats numbered as T-1, T-2, T-3, T-4, T-5, T-6, T-7, & T-8 respectively.

The entire Fourth Floor of the said "THE VISTA APARTMENT" shall consists of 8 afforda residential Flats numbered as L-1, L-2, L-3, L-4, L-5, L-6, L-7, & L-8 respectively.

The upper floors are capable of individual utilization on account of having their own exit t common areas and facilities of the building and the units will be sold to one or more owners e owner obtaining a particular and exclusive property rights thereto and each unit owner constitu a heritable and transferable immoveable property, and within the meaning of any law for the being in force in the State (hereinafter referred to as the units) and also an Undivided share interest in the general and/or restricted common areas and facilities of the building as hereinafter in this Deed necessary for their adequate use and enjoyment and hereinafter ref to as General and/or restricted common areas and facilities all of the above in accordanc the Maharashtra Apartment Ownership Act 1970.

FOURTH : That the aforesaid building is known and styled as "THE VISTA APARTM has a total land area of 1290.50 square meters. The grantor shall have the full and exclusiv to utilize the balance F.S.I. in future and the other common area will constitute the general restricted common areas and facilities.

FIFTH : That this condominium shall be known as "THE VISTA APARTMENT" and that the said building will be as follows :

UPPER GROUND FLOOR

Flat. Sr. No.	Carpet (Saleable) Area	Built Up Area	Parking Area	Super Built Up Area	Undivided La Share in Sq.
U-1	82.25	86.98	22.14	117.38	33.65

East - 9 mtrs. road, **West** - Flat No. U-8, **North** - 12 mtrs. Road, **South** - Flat

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U-2	62.94	66.89	22.14	97.29	27.89

East - 9 mtrs. road, **West -** Lift-1, **North -** Flat No. U-1, **South -** Flat No. U-3

U-3	62.94	66.89	22.14	97.29	27.89

East - 9 mtrs. road, **West -** Lift-2, **North** - Flat No. U-2, **South -** Flat No. U-4

U-4	63.06	65.98	22.14	96.38	27.63

East - 9 mtrs. road, **West -** Flat No. U-5, **North -** Flat No. U-3, **South -** Gurukunj Society

U-5	57.29	64.38	22.14	94.78	27.17

East - Flat No. U-4, **West -** Flat No. U-6, **North -** Corridor, **South** - Gurukunj Society

U-6	63.06	66.12	22.14	96.52	27.67

East - Flat No. U-5 **West -** 6 mtrs. road **North** - Flat No. U-7 **South -** Gurukunj Society

U-7	60.47	66.89	22.14	97.29	27.89

East - Duct & Corridor **West -** 6 mtrs. road **North** - Flat No. U-8 **South -** Flat No. U-6

U-8	77.79	89.10	22.14	119.50	34.26

East - Flat No. U-1 **West -** 6 mtrs. road **North -** 12 mtrs. road **South -** Flat No. U-7

FIRST FLOOR

Flat Sr. No.	Carpet (Saleable) Area	Built Up Area	Parking Area	Super Built Up Area	Undivided Land Share in Sq. Mtrs.
F-1	82.25	91.88	22.14	134.38	38.67

East - 9 mtrs. road, **West -** Corridor, **North -** 12 mtrs. Road, **South -** Flat No. F-2

F-2	62.94	66.65	22.14	109.65	31.44

East - 9 mtrs. road, **West -** Lift-1 **North -** Flat No. F-1 **South -** Flat No. F-4

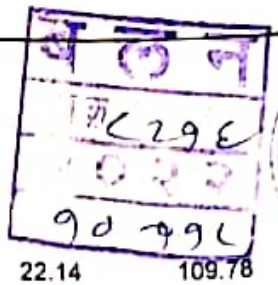
F-3	77.79	87.49	22.14	130.49	37.41

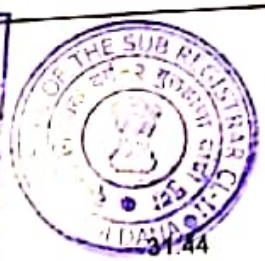
East - Corridor, **West -** 6 mtrs. Road, **North -** 12 mtrs. road **South -** Flat No. F-8

F-4	62.94	66.65	22.14	109.65	31.44

East - 9 mtrs. road, **West -** Lift-2 **North -** Flat No. F-2 **South -** Flat No. F-5

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F-5 62.94 66.78 22.14 109.78 31.44

East - 9 mtrs. road, **West -** Flat No. F-6 **North -** Flat No. F-4, **South -** Gurukunj Society

F-6 57.29 64.31 22.14 107.31 30.77

East - Flat No. F-5, **West -** Flat No. F-7 **North -** Corridor **South -** Gurukunj Society

F-7 62.94 66.78 22.14 109.78 31.47

East - Flat No. F-6 **West -** 6 mtrs. road **North -** Flat No. F-8 **South -** Gurukunj Society

F-8 62.94 66.65 22.14 109.65 31.44

East - Corridor & Duct, **West -** 6 mtrs. road **North -** Flat No. F-3, **South -** Flat No. F-7

SECOND FLOOR

Flat. Sr. No.	Carpet (Saleable) Area	Built Up Area	Parking Area	Super Built Up Area	Undivided Land Share in Sq. Mtrs.
S-1	82.25	91.88	22.14	134.38	38.67

East - 9 mtrs. road, **West -** Corridor, **North -** 12 mtrs. road **South -** Flat No. S-2

S-2 62.94 66.65 22.14 109.65 31.44

East - 9 mtrs. road, **West -** Lift-1 **North -** Flat No. S-1 **South -** Flat No. S-4

S-3 77.79 87.49 22.14 130.49 37.41

East - Corridor **West -** 6 mtrs. road **North -** 12 mtrs. road **South -** Flat No. S-8

S-4 62.94 66.65 22.14 109.65 31.44

East - 9 mtrs. road, **West -** Lift-2 **North -** Flat No. S-2 **South -** Flat No. S-5

S-5 62.94 66.78 22.14 109.78 31.47

East - 9 mtrs. road, **West -** Flat No. S-6 **North -** Flat No. S-4, **South -** Gurukunj Society

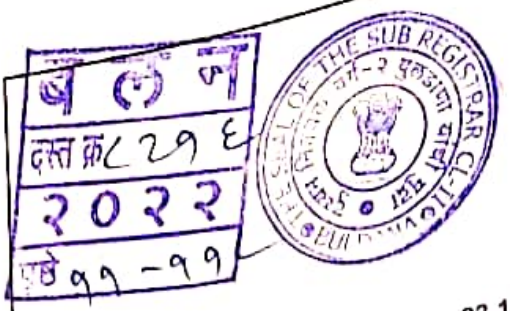
S-6 57.29 64.31 22.14 107.31 30.77

East - Flat No. S-5 **West -** Flat No. S-7 **North -** Corridor, **South -** Gurukunj Society

S-7 62.94 66.78 22.14 109.78 31.47

East - Flat No. S-6 **West -** 6 mtrs. road **North -** Flat No. S-8 **South -** Gurukunj Society

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S-8	62.94	66.65	22.14	109.65	31.44	

East - Corridor & Duct **West** - 6 mtrs. road **North** - Flat No. S-3 **South** - Flat No.S-7

THIRD FLOOR

Flat Sr. No.	Carpet (Saleable) Area	Built Up Area	Parking Area	Super Built Up Area	Undivided Land Share in Sq. Mtrs.
T-1	82.25	91.88	22.14	134.38	38.67

East - 9 mtrs. road, **West** - Corridor, **North** - 12 mtrs. road **South** - Flat No. T-2

T-2	62.94	66.65	22.14	109.65	31.44

East - 9 mtrs. road, **West** - Lift-1 **North** - Flat No. T-1 **South** - Flat No. T-4

T-3	77.79	87.49	22.14	130.49	37.41

East - Corridor **West** - 6 mtrs. road **North** - 12 mtrs. road **South** - Flat No. T-

T-4	62.94	66.65	22.14	109.65	31.44

East - 9 mtrs. road, **West** - Lift-2 **North** - Flat No. T-2 **South** - Flat No. T-5

T-5	62.94	66.78	22.14	109.78	31.47

East - 9 mtrs. road, **West** - Flat No. T-6 **North** - Flat No. T-6 **South** - Guruku Society

T-6	57.29	64.31	22.14	107.31	30.77

East - Flat No. T-5 **West** - Flat No. T-7 **North** - Corridor **South** - Gurukunj Socie

T-7	62.94	66.78	22.14	109.78	31.47

East - Flat No. T-6 **West** - 6 mtrs. road **North** - Flat No. T-8 **South** - Gurukunj Soc

T-8	62.94	66.65	22.14	109.65	31.44

East - Corridor & Duct, **West** - 6 mtrs. road **North** - Flat No. T-3 **South** - Flat N

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FOURTH FLOOR

Flat Sr. No.	Carpet (Saleable) Area	Built Up Area	Parking Area	Super Built Up Area	Undivided Land Share in Sq. Mtrs.
L-1	82.25	91.88	22.14	134.38	38.67
East - 9 mtrs. road, **West -** Corridor **North -** 12 mtrs. road **South -** Flat No. L-2					
L-2	62.94	66.65	22.14	109.65	31.44
East - 9 mtrs. road, **West -** Lift-1 **North -** Flat No. L-1, **South -** Flat No. L-4					
L-3	77.79	87.49	22.14	130.49	37.41
East - Corridor **West -** 6 mtrs. road **North -** 12 mtrs. road **South -** Flat No. L-8					
L-4	62.94	66.65	22.14	109.65	31.44
East - 9 mtrs. road, **West -** Lift-2 **North -** Flat No. L-2 **South -** Flat No. L-5					
L-5	62.94	66.78	22.14	109.78	31.47
East - 9 mtrs. road, **West -** Flat No. L-6 **North -** Flat No. L-4 **South -** Gurukunj Society					
L-6	57.29	64.31	22.14	107.31	30.77
East - Flat No. L-5, **West -** Flat No. L-7 **North -** Corridor **South -** Gurukunj Society					
L-7	62.94	66.78	22.14	109.78	31.47
East - Flat No. L-6, **West -** 6 mtrs. road **North -** Flat No. L-8, **South -** Gurukunj Society					
L-8	62.94	66.65	22.14	109.65	31.44
East - Corridor & Duct, **West -** 6 mtrs. road **North -** Flat No. L-3, **South -** Flat No. L-7					

Total Built-up Area = 2881.99 sq. mtrs.

2) **COMMON AREAS AND FACILITIES :**

a) The piece and parcel of land described in paragraph FIRST above in this Deed.

b) Separate parking facilities on Basement Floor as shown in map issued by Chief Officer, M.C. Buldana will be used for four wheeler and two wheeler by the unit holders as per share allotted to them.

c) Common passage leading to the stairway.

d) A Gate used jointly and common by all the unit owners and Grantor.

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e) The foundations and main walls, columns, beams and roofs of the building as described in the plan which forms part of this deed as approved by CO., M.C., Buldana.

f) The "THE VISTA APARTMENT" consist of four bore-wells and which will be exclusively used by the all the flat owners.

g) Separate water tank on terrace of 750 Ltrs. And separate water tank on ground floor of 4000 Ltr. for all the flat holders / owner.

h) Plumbing net work throughout the building.

i) Electric wiring network throughout the building

SIXTH : A) That the right, title and interest of each owner of the units in the general common area and facilities listed under letter (a) to (i) of paragraph Fifth and their proportionate share in the profits and common expenses in the said general common areas and facilities, as well as the proportionate representation for voting purposes in the meeting of the Association of owners of the "THE VISTAAPARTMENT" Owners Association is based on the proportionate value of each unit to the local value of all units as follows

a) The proportionate representation for voting purposes provided herein may be limited in accordance with the provisions of the bye-laws attached herewith.

b) Units and the percentage of undivided interest in the common areas and facilities appertaining to the unit /each unit are not encumbered in any manner whatsoever on the date of this Declaration.

SEVENTH : That the Administration of "THE VISTA APARTMENT" Owners Association consisting as aforesaid of the building and parcel of land described in paragraphs First and Fifth of the Deed shall be in accordance with the provisions of this Deed and with the provisions of the bye-laws which are made a part of this Deed and are attached herewith.

EIGHTH : That as appears above a plan of ownership is hereby constituted under and subject to the provisions of the Maharashtra Apartment ownership Act, 1970 so that the unit of the upper floors in the aforesaid unit may be conveyed and registered as individual properties capable of independent use, on account of each having its own exit to a common area and facility of the building, each unit owner having an exclusive and particular right, title and interest over their respective unit and in addition the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities.

NINTH : That for the purposes of stamp duty and registration fees to be imposed on the registration of this Deed in the Register of Declaration and Deeds under Section 13 (5) the value of the "THE VISTA APARTMENT" Owners Association is described as follows

a) Parcel of land described in paragraph First hereof is valued as per Sale Deed.

b) The building described in Paragraph Second and Third hereto is valued according to the value of units.

TENTH : 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.

ELEVENTH : That the percentage of the undivided interest in the general and/or restricted common areas and facilities established herein shall not be changed except with the

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unanimous consent of all the unit owners expressed in amendments to this Deed duly registered.

TWELTH : That the undivided interest in the general and/or restricted common areas and facilities shall not be separated from the unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

THIRTEENTH: That each unit owner shall comply with the provisions of this Deed, the Bye-laws, decisions and resolutions of the Association of unit Owners or its representative, and failure to comply with any such provisions, decision or resolutions, shall be grounds for an action to recover sums due, for damages or for injunctive relief.

FOURTEENTH: That the dedication of the property to the plan of Ownership herein shall not be revoked, or the property removed from the plan of Ownership, or any of the provisions herein amended unless all the unit owners and the mortgages unanimously agree to such revocation, or amendment, or removal of the property from the plan by a duly registered instrument.

FIFTEENTH: That no unit owner of a 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 unit.

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

SEVENTHEENTH: That all present or future owners, tenants, future tenants or any other person that might use the facilities of the building in any manner, are subject to the provisions of this Deed and that the mere acquisition or rental of any of the units of the building or the mere act of occupancy of any of the said units shall sign that the provisions of this Deed are accepted and ratified. The unit owners of the respective units shall have the absolute right to lease such unit or give it on leave and license or care taker basis provided that said lease or leave and license or care taker basis is made subject to the covenants and restrictions contained in this Declaration and further subject to the Bye laws if any framed by the grantors in near future and to which the unit owners / subsequent purchaser will not have any objection.

EIGHTEENTH: That if the property, subject to the plan of 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.

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

TWNTIETH: That in a voluntary conveyance of a unit the grantee of the unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the Association of unit Owners, against the latter for his share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right thereof. 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 the amount of the unpaid assessments against the Grantor due to the Association and such grantor shall not be liable for nor shall the unit conveyed be

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subject to a charge for, any unpaid assessments made by the Association of unit Owners against the Grantor in excess of the amount therein, set forth.

TWENTY FIRST: That the entire building is a commercial building and will not the used for residential purpose.

IN WITNESSES WHEREOF, we the above named Grantor, have hereto set their respective signatures, and signed this **DEED OF DECLARATION**, through the duly authorized signatory in the presence of attesting witnesses signing as such on this 16 th day of November-2022 at Buldana.

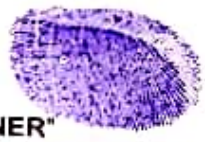
.....

Shri. Sanjaykumar Ramchandra Narkhede,
"THE VISTA APARTMENT BULDANA THROUGH PARTNER"



S.D.Aher

Mrs. Sarita Sakharam Aher,
"THE VISTA APARTMENT BULDANA THROUGH PARTNER"



.....

Mr. Santosh Subhash Malu,
"THE VISTA APARTMENT BULDANA THROUGH PARTNER"



.....

Mr. Shivaji Ananda Chankhore,
"THE VISTA APARTMENT BULDANA THROUGH PARTNER"



.....

Mrs. Sonal Hariprasad Mishra,
"THE VISTA APARTMENT BULDANA THROUGH PARTNER"



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Mrs. Varsha Ganesh Narkhede,
"THE VISTA APARTMENT BULDANA THROUGH PARTNER"

Shri. Purushottam Nivrutti Barhate,
"THE VISTA APARTMENT BULDANA THROUGH PARTNER"

Mrs. Jyoti Rajendra Kolte,
"THE VISTA APARTMENT BULDANA THROUGH PARTNER"

Mr. Avinash Murlidhar Ingle,
"THE VISTA APARTMENT BULDANA THROUGH PARTNER"

GRANTORS / DEVELOPERS

Shri. Dhriraj Rambhau Lingade,

ORIGINAL OWNER OF PLOT No. 72

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3) The association shall on or before 30th April in each year publish an audited annual financial statement in respect of the common area and facilities containing.

a) The profit and loss account.

b) The receipt and expenditure of the previous financial year, and

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

4) The audited financial statement shall be open to inspection of any member of the association during Office hours and in the office of Association and a copy there of shall be submitted to the competent authority not later than 31st May every year

5) Every financial statement shall be accompanied by a complete list of the apartment owners. There shall also accompany the financial statement period upto what date profits and expenses of common areas are included.

(52) **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.

(53) **APPOINTMENT OF AUDITORS**

The Association shall appoint at its general meeting an auditor for the account of the Association to be prepared by the Board as herein before provided and shall examine the annual return and verify the same with the accounts relating thereto 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 he finds it incorrect, untouched or not in accordance with law.

(54) **POWER OF AUDITOR**

The Auditor shall be entitled to call for and examine any paper of document belonging to the Association relating to the common areas and facilities and common expenses and shall make special reports to the Association upon any matter connected with the accounts which appears to him to require notice.

CHAPTER –8

MORTGAGES

(55) **NOTICES TO ASSOCIATION**

An owner who mortgages his apartment shall notify to the Association through the Manager, if any, or the President of the Board in the event there is no Manager the name and address of his mortgagee and the Association shall maintain such information in a Book entitled "MORTGAGES OF APARTMENTS".

(56) **NOTICE OF UNPAID ASSESSMENTS**

The Association shall at the request of a Mortgagee of the apartment report any unpaid assessment due from the owner of such apartment.

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CHAPTER - 9

COMPLIANCE

(57) **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 the provisions of the act will apply.

(58) **SEAL OF THE ASSOCIATION**

The Association shall have a common seal which shall be in the custody of the Secretary and 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 members of the Board and the Secretary or any other person authorized by the Association in that behalf.

CHAPTER - 10

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

(59) **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 75 percent of the total number of apartments in the "THE VISTA APARTMENT" Owners Association as shown in the Declaration.



(Dhiraj Rambhau Lingade)
(Owner /Consenting party)



1) Mr. Sanjaykumar Ramchandra Narkhede
(Developer/Grantor)
Partner of Titus Buildcon Buldana

S. D. Aher



2) Mrs. Sarita Dinesh Aher
(Developer/Grantor)

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3) Mr. Santosh Subhash Malu)
(Developer/Grantor)
Partner of Titus Buildcon Buldana



4) Mr. Shivaji Ananda Chankhore)
(Developer/Grantor)
Partner of Titus Buildcon Buldana



5) Mrs. Sonal Hariprasad Mishra)
(Developer/Grantor)
Partner of Titus Buildcon Buldana



6)-A Mrs. Varsha Ganesh Narkhede)
(Developer/Grantor)
Partner of Titus Buildcon Buldana



6)-B Mrs. Jyoti Rajendra Kolte)
(Developer/Grantor)
Partner of Titus Buildcon Buldana



6)-C Mr. Avinash Murlidhar Ingle)
(Developer/Grantor)
Partner of Titus Buildcon Buldana

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SEAL OF THE SUB REGISTRAR CLASS-II

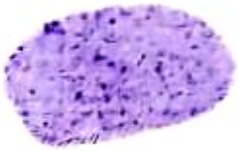
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IN PRESENCE OF WITNESS

1).....

Nandkishor Baliram Tupkar
Age -42 Years
At - Khupgaon Buldana
Sao Tq. Distt Buldana 443001.
Aadhar No 2961 1843 9916.





2).....

Dinesh Sakharam Aher
Age -48 Years
At - Malkapur Ring Road Mahatma Fule Nagar Solanke lay out Buldana Tq. Distt Buldana 443001.
Aadhar No 7251 9779 3101.

