company then in such circumstances he shall have the full authority and power to erect the same and collect the rent executively for his use and enjoyment. The permission of other unit/apartment owners shall not be required for the same.

CHAPTER-VII

45) FUNDS:

a) By Shares;

b) By contributions and Donations from the unit/apartment owners;

c) Form common profits which shall form the nucleus of the reserve fund.

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

46) INVESTMENTS:

a) In the central Co-operative Bank or in the State Co-operative Bank or

b) In any of the securities specified in section 20 of the Indian Trusts Act 1882 or

c) In any Co-Operative Bank other than those refer to in clause of this by law or in any banking company approved for this purpose by the Association.

47) AFFILATION: Should be any federation of unit/apartment owners in the locality in which the **"VENKATESH RESIDENCY"**condominium 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 Federation under the rules thereof.

48) ACCOUNTS:

1) In a Banking account shall be opened by the Association in to which all moneys received on behalf of the Association shall be paid provided that the Secretary may retain in his personal custody and amount not exceeding Rs. 1000/- for petty expenses. All payments above Rs.500/- shall be made by Cheques signed by the Secretary and one member of the board.

2) Each Apartment/unit owner shall have 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, land his share of assessment and other dues, if any in respect of his apartments.

3) The Association shall on or before 31st July in each year publish an audited financial statement in respect of the common area and facility containing:

   a) The profit & Loss Account

   b) The receipt and expenditure of the previous financial Years;

   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 arisen

4) The audited financial statement shall be open to the inspection of any

member of the Association during office hours and in the office of the Association and a copy thereof shall be submitted to the competent authority not later than 15th August every year.

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

49) PUBLICATION OF ACCOUNTS AND REPORTS: A copy of the last financial statement and of their report of the auditor if any shall be kept in conspectus 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 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 accordance with law or specially report to the association in what respect he finds it incorrect unvoiced or not accordance with law.

51) POWER OF AUDITOR: The auditor shall be entitled to call for examine any paper documents belonging to the Association relating to the common area 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 require notice.

अ ग ग-३
१८३८ | १३ | ८०
२०१९

CHAPTER-VIII

52) NOTICE TO ASSOCIATION: An owner who mortgages his unit shall notify the Association through the Manger if any or president of the board in the event there is no Manager the name and address of his mortgage and the Association shall maintain such information in a book entitles "Mortgages of Units".

Seal of the Jt.Sub-Registrar Aurangabad no.3

53) NOTICE OF UNPAID ASSESSMENTS: The Association shall the request of a Mortgage of unit report any unpaid assessments due from the owner of such Unit.

CHAPTER-IX

54) COMPLIANCE: These byelaws are set forth to comply with the requirements of the Maharashtra Apartment Ownership Act 1970 in case any of these byelaws conflict with the provisions of the said it is hereby agreed and accepted that provisions of the Act will apply.

55) SEAL OF THE ASSOCIATION: The Association shall have common seal which shall be in the custody of the secretary and shall be used only under the authority of are solution 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 secretary or any other person authored by the Association in that behalf.

CHAPTER-X

Amendments to Plan of Apartment Ownership

56) AMENDMENTS OF BYE-LAWS: These byelaws may be amended by the Association in a duly conspired meeting for such purpose and no amendment shall take effect unless approved by owners reparsing at least 75% of the total value of all units in the **"VENKATESH RESIDENCY"**Apartment condominium as shown in the declaration.

IN WITNESSETH WHEREOF THIS DEED OF DECLARATION IS EXECUTED DAY AND DATE HEREINABOVE REFEREED WITH FREE WILL AND CONSENT WITHOUT ANY PRESSURE OF COERCION.

NAME	SIGNATURE	PHOTO
Mr. Vikas Rajkumar Choudhary		

WITNESSES	SIGNATURE	PHOTO
1. Vijaykumar Babutao Chaudhari Age: 36 ; Occu: Business R/o: Satara Parisar, Aurangabad.		
2. Vijay Arjun Zirpe Age: 40 ; Occu: Business R/o: Satara Parisar, Aurangabad.		

३१ ड ज-३
४३४ | २८ | ८०
२०१९

Seal of the Jt.Sub-Registrar Aurangabad no. 1