provided that the Secretary, may retain in his personal custody an amount not exceeding Rs. 500/- for petty expenses. All payment above Rs. 500/- shall be made by cheque signed by the Secretary and one member of the board.

b) Each apartment owner shall have a pass book in which the secretary shall enter amount paid to be or received for his share in receipts of profit from common areas and contributions towards common expenses and his share of assessment and other dues, if any in respect of his apartment.

c) The Association shall on or before 31st March in each year publish an audited annual financial statement in respect of the common areas as facilities containing.

   i. The profit and loss account.

   ii. The receipts and expenditure of the previous financial year, and.

   iii. A summary of the property and assets and liabilities & of the common area and facilities of the association giving such particulars as will disclose the general nature of these liabilities and assets & how the value of fixed assets has been arrived.

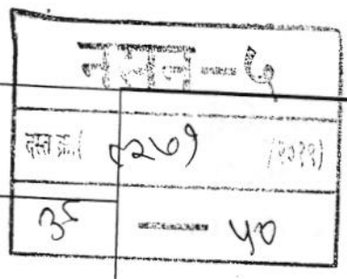
d) The audited financial statement shall be open to the inspection of any member of the association during office hours & in the office of the association and a copy thereof shall be submitted to the competent authority not later than 15th August every year.

e) Every financial statement shall be accompanied by a complete list of the 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 common areas are included.

**49. APPOINTMENT OF AUDITOR**:- The Association shall appoint its General Meeting, an auditor who shall audit the account of the association to be prepared by the board as herein provided and shall examine the annual return and verify the same as found by him to be correct, duly vouched & in / accordance with law or specially report to the association in what respect he finds it incorrect, unvoiced or out in accordance with law.

**50. POWER OF AUDITOR**:- The Auditor shall be entitled to call for to examine any papers or documents belonging to the association





relating to the common areas and facilities (including limited 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 to require notice.

## CHAPTER - VIII

## MORTGAGES

**51.** **NOTICE OF ASSOCIATION**:- An owner who mortgages his unit shall notify the association, through the manager if any or the President of Board in the event there is no manager, the name and address his mortgage and the association shall maintain such information in a book entitle "Mortgage of Units".

**52.** **NOTICE OF UNPAID ASSESSMENT**:- The Association shall at the request of Mortgages of a unit report any unpaid assessment due from the Owner of such unit.

## CHAPTER - IX

## COMPLIANCE

**53.** **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.

**54.** **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 the resolution of the Board & 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 - X

## AMENDMENTS TO PLANS OF APARTMENT OWNERSHIP

**55.** **AMENDMENT OF BYE-LAWS**:- The Bye-laws may be amended by the association in a duly consisted meeting for such a purpose and no amendment shall take effect unless approved by owner representing at least 90% of the total value of all units in the **"SUKRUT APARTMENT A-WING & B-WING"** Condominium as shown in the declaration.

38

**IN WITNESS WHEREOF THE GRANTOR OWNERS & GRANTOR DEVELOPER HAVE SIGNED ON THIS DAY, DATE AND YEAR FIRST MENTIONED HEREIN ABOVE.**

SIGNED SEALED AND DELIVERED
BY THE WITHIN NAMED
**1] Mr. Pramod Dattatraya Chinchore**
**2] Mr. Dilip Krushnaji Chinchore**
**3] Mr. Sunil Gangadhar Sonje**
**4] Mrs. Pratibha Rajendra Gaware**
Through GPA Holder
**Chinchore Associates** through Proprietor
**Mr. Keshav Khandu Chinchore**



**(GRANTOR OWNERS)**

SIGNED, SEALED & DELIVERED BY
THE WITHINNAMED GRANTOR DEVELOPER
**Chinchore Associates** through Proprietor
**Mr. Keshav Khandu Chinchore**



**(GRANTOR DEVELOPER)**

**In the presence of Witnesses:**

1) संतोष तिलेकर

2) Gharte Rajendra S.
Malik