

HILL COUNTY



Living in Hill County

I n d e x

Occupiers handbook

Introduction	1
Responsibility	1
Moving To Hill County	1
Unit By-laws	2
Garbage Collection	3
Conduct	3
Social Functions	4
Building By-laws	4
Statutory Obligations	5
Common Property	5
Car Parking	6
Pets	7
Visitors	7
Additional Easements	8
Negligence And Misuse Of Estate Property	8
Employees And Service Providers	9
Safety & Emergency Procedures	9
External Look Of Units	9
Appendix - I	10
Appendix - II	11
Appendix - III	12

I n d e x

Maintenance Manual

Descriptions	13
Responsibilities	13
Maintenance Program	14
Exclusions From Maintenance Program	15
Maintenance By Developer	15

Club

Ownership And Extent	16
Membership	16
Guest(s)	17
Payment For Usage Of Club Facilities	17
General Terms And Conditions	17
General Privileges And Facilities	17
Breach Of Club Rules And Regulations	18
Member Liability	18
Rules And Regulations Common To All Facilities	18
Swimming Pool Rules And Regulations	18
Tennis Court, Squash Court And Gymnasium - Rules And Regulations	19
Mini-theater Rules And Regulations	19
Barbeque Area - Rules And Regulations	19
Banquet Hall - Rules And Regulations	19
Guest Rooms - Rules And Regulations	20

I n d e x

Library - Rules And Regulations	20
Sauna And Jacuzzi - Rules And Regulations	20
Children's Area - Rules And Regulations	20
Change In Facilities	20
Society by-laws	
Formation	21
Membership	21
Voting Quorum and proxies	21
Administration	22
Assessments	23
Special Corpus Fund	23
Use of Family Units – Internal & External Changes	23

1. INTRODUCTION

The Rules and Regulations of Hill County are established for two primary purposes:

- To establish and maintain a desirable quality of life for the residents and continue to increase the value of each house-owners property and Hill County as a whole.
- To safeguard the long life value of the property within and upon which we reside.
The courtesy and consideration we show concerning the topics covered in these Rules helps us to meet the first purpose. Respect for our environment and the observance of architectural requirements for safety and appearance leads to achievement of the second. Rules and Regulations provide the reminders of how to live in close proximity to others without crossing the rights of other house-owners.

2. RESPONSIBILITY

It is the responsibility of each house-owner to provide for the proper maintenance and repair of their home. Any activity that may detract from property values or visual harmony within the community must be avoided.

The actions of any family members, guests or workmen are the responsibility of the house-owner with regard to Society rules & regulations. Violation of these rules subjects the house-owner to a potential fine per day. Hill County Society will notify a homeowner on violation.

The understanding of and compliance with Hill County ordinances is the responsibility of each individual house-owner.

3. MOVING TO HILL COUNTY

As and when you plan to start the interior work, please contact the property management office along with the letter informing you of your right to do so. The property management office will guide you on further procedures

Interior Works at Hill County

The occupant is to formally notify the particulars of the consultant employed for execution of interior works and also the specific authorised person(s) of the consultant who will be handling the project. A letter of authorisation and indemnity is to be signed by the occupier in the format shown in Appendix II. The occupier/consultant is to deliver drawings and specifications to the Property Manager, Hill County. The following should be included in the drawings:

- Layout plans showing partitions if any.
- Sectional view and elevations if any alterations are envisaged and reflected ceiling plan if any changes have been incorporated.
- Electrical drawings giving load calculations for lighting, power circuits and specifications, details of any electrical and protection equipment.
- Full specifications including details on proposed wall, floor and ceiling finishes, doors and partitioning together with fire ratings where available.
- Any other information or detail relevant to the interior works.

The occupier will be responsible for the conduct of the consultant(s) and his authorised supervisor(s)

and all damage to the common areas of the complex like flooring, lift cars etc during the process of his interior work. Any special cleaning or drain clearance as necessary as a result of the interior work and any other costs incurred by the Hill County Property Management and Society will be borne by the occupier.

Labor/Material Handling Procedure

- A gate pass will be given by the property management office to take materials out of the township. Written authorisation will be required from the occupant to allow in/out any material and equipment.
- All labor would be given identity cards/temporary gate passes by the property management office. Before they are allowed to enter the complex, a written authorisation will be required from the occupant.

Material Offloading, transporting and storage

- In the case of apartments, please ensure to offload all material at ground level only.
- No loose material would be allowed to enter into Hill County. In case any construction material is required to be brought inside Hill County, the same would be allowed only in gunny bags.
- For the convenience of all occupants please avoid storage of materials in the corridor and in common areas.
- In the case of apartments, the vertical transportation of all material should be done by using the service elevators/fire staircase only. Any cleaning if required after transportation is the responsibility of the respective occupant/contractor.
- The management will not be responsible for any material of individuals. It is advised to keep your material under lock and key.
- It is the responsibility of the occupant to ensure that all labor have left after delivering the goods or finishing the task.
- Heavy vehicles will not be allowed to enter Hill County between 6.00 pm and 9.00 am.

4. UNIT BY-LAWS

- The unit is constructed for private residential dwelling and shall be used exclusively for residential purposes only.
- The purchaser shall issue a notice to the Hill County Property management and Society furnishing the details of the tenant(s)/lessee(s). The purchaser shall ensure that the lessee(s)/tenant(s) enters into direct covenants with Hill County Property management and Society and observes all the purchaser(s) covenants and all other provisions contained herein. In the event of the tenant(s)/lessee(s) not paying the maintenance charges, the purchaser will be held responsible for paying the maintenance charges.
- Changes cannot be made unless the prior consent of the Hill County Property management and Society has been obtained (and which consent may be granted or refused by the Hill County Property management and Society in its absolute discretion without assigning any reasons thereof). The occupant(s) shall not:
 - Make any addition to the Unit including but not limited to any awnings, shades, screens and grilles whatsoever
 - Unite the Unit with any adjoining parcels
 - Make any alterations to the Unit same as permitted by the Hill County Property management and Society, if any.
 - Make connection with any pipes that serve the Unit otherwise than in accordance with plans and specifications which have previously been approved by the Hill County Property management and Society.

- Repairs can only be done to the internal walls of the Unit. In case of apartments, repairs to the internal walls can only be done with and subject to the prior written approval of the Hill County Property management and Society.
- Overloading of electrical points is harmful and should not be done. Any equipment, whose rating exceeds the permissible, should be intimated to the Hill County Property Management and Society. All electrical installation works must be done in accordance with Electricity Authority Regulations.
- Independent Bore Wells are not permitted. Connecting water lines to any water points outside the unit is not allowed.
- No explosives of any nature, including but not limited to fireworks may be kept, stored or used in the Unit. Petroleum products which may be kept or stored in the Unit shall be limited to the usual quantities incidental to the requirement of a private residential dwelling.
- Antennae/Dish shall not be attached to or hung from the exterior of walls or be allowed to protrude through walls and windows. In case of apartments, antennae/dish is not allowed.
- Advertisements, brooms, mops, cartons, notices, posters, illuminations or other means of visual communication shall not be placed in windows, doors or passages so as to be visible from the outside of the Unit or Block.
- Textile items such as clothes, towels and linen shall not be hung or placed in any area so as to be in view from the outside of the Unit or Block. In particular, such textile items shall not be hung from poles which protrude through the windows or roofs of the Unit.
- Obstruction of passageway by placing or storing furniture packages or objects of any kind in any common corridor, hall, lobby, landings or any part of the common property is not permitted.
- Sewerage pipes should be taken care of to ensure that they do not get blocked. No material is to be dumped down the drains. The occupant(s) shall not cause or permit obstruction of any drain or sewage pipe serving the Unit or the Housing Estate.
- Plants shall be maintained by the occupant(s) in the backyard of their property in a manner that will not create nuisance to other occupant(s). Plants in the front portion of the individual unit will be maintained by the Hill County Society.
- Bicycles, tricycles, children's riding toys, roller skates, skateboards and bikes may not be ridden on, used or left in any common corridor, hall, lobby, landings or any part of the Common Property not intended for such use.

5. GARBAGE COLLECTION

All occupants are to use the garbage bag for disposal of household garbage. All garbage from there would be carried away and dumped at the municipal garbage collection areas at regular intervals.

- Please segregate your garbage into three categories: wet garbage, dry garbage and plastic waste for easy disposal/recycling. Please instruct/educate your servants on this environmentally responsible practice.
- Sanitary napkins are not to be flushed. Please put them in a cover and dispose.
- Garbage should not be thrown indiscriminately. In case of such a practice penalties will be imposed.
- Inflammable substances like paint and petroleum shall not be placed in trash containers.

6. CONDUCT

- All persons in the Unit shall at all times conduct themselves in a manner which will not constitute nuisance or cause annoyance to other persons/occupants.
- Occupant(s) shall not make any immoral, improper, offensive, unlawful use, or commercial use of his Unit or the Common Property or any part of the thereof township.

- Radios, hi-fidelity equipment, television, musical instruments and other like equipment shall be played at reduced volume at all times so as not to cause any inconvenience to neighbours.
- Nothing shall be thrown or emptied by any person out of windows, doors into or onto the Common Property. Garments, rugs, mops or objects shall not be dusted, shaken or cleaned from windows, stairways, corridors, fire escape areas or in the Common Property.
- Furniture, furnishings, landscaping features, flower plants, trees or other property located in the Common Property shall not be altered or removed from their location.
- Fire fighting equipment must not be tampered with, removed, destroyed or damaged. No person shall start or maintain a fire in Hill County, except small fires in grills for cooking purposes or in fireplaces if any. No person shall leave a fire that he or she has started. A fire, if any, shall be put out by the person starting them before leaving the area. Any person discarding a lighted match, cigarette or cigar shall completely extinguish and dispose it off in a proper receptacle.

7. SOCIAL FUNCTIONS

No private functions shall be held on any part of the Common Property without the prior written approval of the Hill County Society. While planning a private function please bear the following in mind:

- Be sensitive to other residents while planning a social function.
- Refrain from using loud speakers.
- Avoid noise after 10.00 pm.
- Additional cars that enter during these occasions must be parked properly without causing obstruction/nuisance to other occupants.

8. BUILDING BY-LAWS

- Occupant(s) shall not commit any breach of any planning control and shall comply with the provisions and requirements of the Building By-Laws that affect the Unit whether as to the permitted user or otherwise and to indemnify and keep the Hill County Property management and Society indemnified against all liability whatsoever including costs and expenses in respect of any contravention.
- Occupant(s) shall obtain at their own expense all planning permissions and to serve all such notices as may be required for the carrying out of any operations on the Unit in respect of which planning permission is required under the Building By-Laws provided that no application for planning permission shall be made without the previous consent of the Hill County Property management and Society first had and obtained.
- Subject only to any statutory direction to the contrary, the occupant(s) shall pay and satisfy any charge or levy that may subsequently be imposed under the Building By-Laws in respect of the carrying out or maintenance of any such operations or the commencement of or continuance of any such user consented to by the Hill County Property management and Society.
- Notwithstanding any consent which may be granted to the Hill County Property management and Society under this Deed, the occupant(s) shall not carry out or make any external alteration or addition to the unit till five years from the date of handover even if the occupant(s) have obtained permission from the municipal authorities or any other competent authority. After 5 years any external alteration or addition to the unit can't be undertaken until:
 - All necessary notices under the Building By-Laws have been served and copies produced to the Hill County Property management and Society;
 - All necessary permissions under the Building By-Laws have been obtained and produced to the Hill County Property management and Society; and
 - The Hill County Property Management and Society has acknowledged that every necessary planning permission is acceptable to the Society which is entitled to refuse acceptance of a

planning permission on the grounds that any condition contained in it or anything omitted from it or the period referred to in it would be or likely to affect or be prejudicial to the Hill County Property management and Society's interests in the Common Property/said Land or Subject Land.

- The designated passenger lift shall not be permitted for use of Materials. The service lift/or any other lift designated will be used. Extreme care and caution will be required from all occupants so that the lift car is maintained in perfect condition. Lift should not be used in the event of a fire.

9. STATUTORY OBLIGATIONS

- At the Occupant(s) own expense the Occupant(s) shall execute all works and provide and maintain all arrangement upon or in respect of the Unit or the use to which the said unit is being put that are required in order to comply with the requirement of any statute (already or in the future to be passed) or any Government department, local authority, other public or competent authority or court of competent jurisdiction regardless of whether such requirements are imposed on the lessor, the lessee or the occupier;
- The Occupant(s) shall not do in or near the Unit or the Common Property any act or thing by reason of which the Hill County Property management and Society may under any statute incur, have imposed upon it or become liable to pay any penalty, damages, compensation costs, charges for expenses;
- Without prejudice to the generality of the above the Occupant(s) shall comply in all respects with the provisions of any statutes and any other obligations imposed by law or by by-laws applicable to the use of the Unit.

10. COMMON PROPERTY

- The speed limit in Hill County is 40 Kmph on the 60 ft. road and 30 kmph on the internal roads.
- Bicycles, toys, basketball hoops, etc. must be stored on the house-owners property only. Storage or placement of these items on the common areas is prohibited.
- Bicycles may not be ridden on grassy areas.
- Shrubbery may not be removed or added to the common areas. Dead shrubs or trees on common areas should be reported to Hill County Property management and Society.
- No person shall in any way damage, deface, destroy or remove any part of Hill County's common facilities, sign, equipment, or other property.
- No person shall in any way damage, deface, destroy or remove any part of any tree, flower, shrub or other vegetation.
- No person shall consume, possess, distribute or offer for sale any alcoholic beverage within the Common area. Smoking is strictly prohibited in the common areas of the township as well as the common areas of the apartments.
- No person shall use, possess, distribute or offer for sale any drugs, opiates, marijuana or hallucinatory substances within the County.
- No person shall organize, conduct or participate in gambling and games of chance within the County.
- No person shall discard or dispose of any household garbage, yard waste or foreign materials generated in the common property. Refuse, garbage and other residue of a picnic or activity shall be deposited in receptacles provided for such purposes.
- No person shall drive a motorized vehicle on any walking trail. Vehicles are restricted to paved roadways or drives and designated parking areas.

- Hindering or preventing the movement of people on public streets, roads or others right-of-way, or to, from, within, or upon private property, so as to interfere with the rights of others, and by any act which serves no lawful and reasonable purpose of the offender is prohibited.
- Creating a condition which is physically offensive to persons or which presents a risk of physical harm to persons or property, by any act which serves no lawful and reasonable purpose of the offender is prohibited.
- No person shall solicit collections or donations nor beg and hawk for any purpose in the County unless approved by Hill County Property management and Society.
- No person shall carry, possess, discharge or have under their control firearms of any type, air, gas, or pellet guns, sling shots, fireworks or explosives in Hill County Township except with the permission of the Hill County Society.
- No person shall recklessly cause inconvenience, annoyance, or alarm to another, by doing any of the following:
 - Engaging in fighting, violent or turbulent behavior or in causing harm to persons or property.
 - Making unreasonable noise or offensively coarse utterance, gesture, or display, or communicating unwarranted and grossly abusive language to any person.
 - Insulting, taunting, or challenging another, under circumstances in such conduct is likely to provoke a violent response.
- No person shall park a motor vehicle, trailer, motorcycle or any other vehicle on the lands of the Park or common areas except in places designated by the Hill County Property management and Society.
- Whoever violates any of these General Rules and Regulations is guilty of a minor misdemeanor for a first offense and shall be fined not less than two hundred rupees; for each subsequent offense such person is fined not less than Rs.500/-.

11. CAR PARKING

- One car parking bay is included with the purchase of an apartment.
- No Occupant(s) of a Unit shall park a vehicle except in a car parking bay sold with the Unit. Vehicles parked in car parking bays belonging to other unit owners or meant for visitors use may be towed away at the vehicle owner's cost.
- Stickers for the Occupant(s)s vehicle may be made available at a fee and shall be displayed prominently on the said vehicle(s).
- No major repairs may be made to any vehicle parked within the Housing Estate. A major repair is one that involves excessive noise or spillage of oil or as determined by the Hill County Property management and Society.
- Car parking bays shall only be used for parking the Occupant(s) own vehicle(s) and the Occupant(s) shall report the registration number of his vehicle(s) to the Hill County Property management and Society.
- The Occupant(s) shall accept and submit to the decision and authority of the Hill County Property management and Society in matters concerning:
 - The flow of traffic within the parking areas and the exit and ingress points;
 - The manner of parking his vehicle.
- Car parking bays shall be used for the parking of passenger car(s) only and for no other use.
- No washing of cars is allowed at the car parking bays. Separate car wash facilities are provided on pay and use basis.

- The Occupant(s) shall notify and immediately seek the permission of the Hill County Property management and Society if he is making use of a car parking bay for a vehicle not otherwise recorded by the Hill County Property management and Society. Vehicles parked in car parking bays belonging to other unit owners may be towed away at the vehicle owner's cost.
- No vehicle shall be parked in any car parking bay so as to interfere with the right of access or ingress to adjacent parking bays or the adjacent roadway(s).
- There shall be no interference with the Hill County Property management and Society's discharge of duties nor shall instructions be issued to the Hill County Property management and Society, except the Occupant(s) may lodge a legitimate complaint with the Hill County Property management and Society.
- The Occupant(s) hereby agrees that the Hill County Property management and Society shall not be liable for any damages or loss suffered by the Occupant(s), his servants, agents and/or licensees howsoever arising as a result of or in connection with any act or omission on the part of the Hill County Property management and Society whether negligent or not in managing the car parking bays.
- No Occupant(s) of any Unit shall build or erect any obstruction or gate or structure whatsoever on any car parking bay or the adjacent roadway(s).
- The Purchaser covenants that he will abide by all rules and regulations governing the car parking areas in Hill County that may be issued from time to time by the Hill County Property management and Society or other Appropriate Authority (as the case may be).

12. PETS

- Commercial raising of animals or more than 2 pets per home (independent bungalows & Villas) is not permitted.
- Pets like dogs have to be raised in the backyard of the unit.
- Pet must not be allowed to defecate in public places. Pet owners are responsible for cleaning up their pet's night soil in all areas of Hill County and dispose it off properly. Owners whose Pets dirty the township and cause nuisance will be fined.
- All pets must be vaccinated.
- Hill County ordinance requires that all animals be leashed and attended to at all times by the owners.
- The behavior of pets is the responsibility of the owner remove and they are liable for any damage caused by the pets.
- Restriction: No household pets are permitted in the apartments.

13. VISITORS

- Visitors, must register with the Security Officer on duty at the entry gate and must provide details of name and address of the person they want to visit. The Security Officer retains the right to bar entry to any person(s) without an invitation from an Occupant.
- Occupant(s) must request the Security Officer on duty to allow named Guest(s) to enter the Unit or the Housing Estate each time such guests are expected.
- Occupant(s) are to ensure that their Guest(s) do not cause annoyance or nuisance to other residents
- The Hill County Property management and Society reserves the right to request any Guest(s) in breach of any of these rules to leave the Unit or Block or Housing Estate without having to assign any reasons for doing so.

14. ADDITIONAL EASEMENTS

- The occupant(s) shall not do anything within or outside his Unit that interferes with or impairs the utility services serving these easements. The Hill County Property management and Society or its

servants or agents shall have a right of access to each Unit to inspect the same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other facilities running through the Unit and to remove any modifications interfering with or impairing the utility services or easements mentioned herein.

- An easement in favour of each Occupant(s) and Guest(s) shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the Common Property as from time to time may be intended and designated for such purposes and use, and for vehicular and pedestrian traffic over, through and across such portions of the Common Property as from time to time may be paved and intended for such purposes.
- The Hill County Property management and Society and its successors reserve the easements, licences, rights and privileges of a right-of-way in, through, over, under and across the Common Property for the purpose of installation, maintenance and inspection of lines and appurtenances for public or private water, swimming pool, sewer, drainage, gas, cable television and other utilities and for any other materials or services necessary for the completion of the work. The Hill County Property management and Society and its successors also reserve the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers and drainage lines which may from time to time be in or along the street and roads or other areas of the Common Property.

15. NEGLIGENCE AND MISUSE OF ESTATE PROPERTY

- All maintenance repairs and replacement in or to the Common Property shall be performed by the Hill County Property management and Society, EXCEPT to the extent that if the same are necessitated by the negligence, misuse or neglect of a single purchaser or group of purchasers, such cost and expense shall be paid by such purchaser or group of purchasers.
- In consideration of the above said services provided by the Hill County Property management and Society, the purchaser shall pay to the Hill County Property management and Society, Charges in such amount as may be determined by the Hill County Property management and Society at their absolute discretion by notification to the Purchaser(s) from time to time within seven (7) days of the receipt by the Purchaser(s) of the written notice requesting for the same. If the Charges shall remain unpaid at the expiration of the said period of seven (7) days, interest at the rate of fifteen percentage (15%) per annum calculated from day to day shall commence immediately thereafter until actual payment is received. Notwithstanding the interest chargeable, the Hill County Property management and Society shall also:-
 - Be entitled to stop and suspend the services and the use of the facilities for which the service charges are payable for the Unit including disconnection of water supply, electricity or such other service. Pursuant thereto, the Hill County Property management and Society shall have the absolute right to bar and restrict the access by the Purchaser(s) and/or the Purchaser(s) guests invitees and licensees to the said facilities; and
 - Have a lien on the Unit together with interest thereon and for reasonable legal fees incurred by the Hill County Property management and Society incidental to the collection of the Service Charge or enforcement of the lien; and
 - Have all the rights granted to it for recovery of Service Charges.
- All maintenance, repairs and replacements in or to the Unit (other than maintenance of and repairs to any Property contained therein), whether structural or non-structural, ordinary or extraordinary, including and without limitation, maintenance, repair or replacement of screens, windows, the exterior side of the entrance door and all plumbing, electrical and air-conditioning fixture and equipment, if any, within the Unit or belonging to the Purchaser(s) and serving only the Unit shall be at the Purchaser(s) sole cost and expense, except as otherwise expressly provided to the contrary herein.
 - In the event that the Purchaser(s) shall fail to make any maintenance or repair, which maintenance or repair is necessary to protect any of the Common Property or the other

parcels, the Hill County Property management and Society shall have the right to make such maintenance or repair after the failure of the Purchaser(s) to do so within ten (10) days written notice (or written or oral notice of a shorter duration in the event of any emergency situation) and to charge the Purchaser(s) for the cost of all such repairs and/or maintenance. In the event that the Hill County Property management and Society charges the Purchaser(s) for maintenance repairs or replacements to the unit or for repairs to any Common Property restricted in use to the Purchaser(s) and the Purchaser(s) shall fail to make prompt payment, the Hill County Property management and Society shall be entitled to take all such steps at law to recover the same and in that case the Purchaser(s) shall be liable for the payment of all legal fees, costs and interest at the rate to be fixed by the Hill County Property management and Society on the outstanding sums due to the Hill County Property management and Society. Without prejudice thereto, the Hill County Property management and Society shall have a lien on the said Parcel together with the legal fees, costs, interest thereon and all expenses incurred for the enforcement of the lien.

- The Hill County Property management and Society reserves the right to vary the Maintenance fee from time to time as it may think necessary to meet the necessary expenses incurred in maintaining the property.

16. EMPLOYEES AND SERVICE PROVIDERS

- For your own safety please ensure police verification of all your employees. All the employees of the occupants will be issued with Photo-identification cards by the Hill County Property management office at a nominal fee.
- Please instruct your servants/drivers not to loiter around in the common areas. Any Violation done is the responsibility of the house-owners.

17. SAFETY & EMERGENCY PROCEDURES

- Do not keep inflammable material in closed rooms or near gas range.
- Do not keep large quantities of kerosene, petrol or thinner in your premises.
- Fire does not necessarily kill. Smoke does. Please remember the first two minutes of a fire are crucial in controlling the fire. If the fire is big get help.
- Switch off mains to prevent the spread of fire.
- Each floor has been provided with an alarm.
- Don't use lifts in case of fire.

18. EXTERNAL LOOK OF UNITS

- The external look of each unit should fit into the ambience of Hill County. To maintain such ambience house-owners cannot make any changes to the external walls, windows or any other structures visible from any of the roads within Hill County.
- House-owners cannot also change the landscaping on the front lawns without prior approval of the proposed changes from the Society.
- Hill County Property Management and Society will have the right to maintain the front lawn and charge for such maintenance.



Appendix - I

HILL COUNTY

Contractor Registration Form

Name of the Contractor:

Name of the Occupier:

Floor/Space:

Work Period: From _____ to _____

Name

ID Card Number

Photograph

Persons In-Charge

- 1.
- 2.
- 3.
- 4.
- 5.

Workmen/Sub-Contractor

- 1.
- 2.
- 3.
- 4.
- 5.

Signature of occupier

Date

Appendix - II

HILL COUNTY

Letter of Authorisation and Indemnity

TO: Hill County Property Management

RE: H. No. _____ Floor _____

Date _____

I (Mr./Mrs./Ms.) _____ Position _____

Age _____ years Nationality _____ and I (Mr./Mrs./Ms.) _____

Position _____ Age _____ years Nationality _____

Is (are) authorized person of company _____ address _____

_____ Telephone _____

Fax _____ hereby appoint (Mr./Mrs./Ms.) _____

_____ Position _____ Age _____ years Nationality _____

Company _____ Address _____

_____ Telephone _____ Fax _____

To undertake _____ for the purpose of fitting out unit _____ Floor _____

The works are to commence on _____

And will be completed by _____

In consideration of our request permitting the consultant or contractor to have access to the building and owned space, we hereby agree and undertake to keep you fully indemnified in respect of all claims, losses, liabilities or damages made against, suffered or incurred by you, as a result of any of the work undertaken by the consultant or contractor or any of their employees or agents for fitting out the said premises or through their use of the building. In witness where of, we and our contractor have set their hands in the preserver of witness (es).

Signed _____ occupier

Signed _____ contractor

Appendix - III

HILL COUNTY

Occupants' checklist for fit-out works

- All formal and legal documents regarding handover have been completed.
- All payments and other dues have been completed.
- Hill County Property Management has been duly notified of works, and plans/specifications and other documents have been submitted for approval.
- Contractors/Consultants have been approved by Hill county Property Management office.
- All identity cards and passes for employees and workmen applied for.
- All safety precautions and guidelines adhered to.
- Property Management office informed of incoming and outgoing material and equipment.
- Guidelines on transportation, storage and disposal of material and equipment read and being adhered to.

Penalty Fee for Non Compliance of Rules

Wrong Parking	100.00 Per Day
Garbage Littering	200.00 Per Day
Social Function	2000.00 Per Day
Dog/Pet Waste	200.00
Damaging Common Areas	Actuals+20% Service Charges
Damaging Property	Actuals+20% Service Charges

I owner/occupant of house/apartment No. _____ block No. _____ have read the entire handbook and agree to all the terms and conditions stated herein.

Date: _____

Place: _____

Signature of occupant/owner

Appendix - IV

Important Addresses and Phone Numbers

Facilities	Addresses	Telephone Nos.
Police Station	_____	_____
Fire Brigade	_____	_____
Hospitals	_____	_____
Ambulance	_____	_____

1. DESCRIPTIONS

Common Elements: The Common Elements are as follows-

- a) Land: The land forming part of the Society and excluding private land. This includes roads, landscaping etc.
- b) Electrical: The electrical transmission mains throughout the Project up to the point of connection for Unit service which is located at the boundary of the Unit, together with common lighting for the Project.
- c) Telephone: The telephone system throughout the Project up to the point of connection for Unit service, which is located at the boundary of the Unit.
- e) Water: The water distribution system throughout the Project up to the point of connection for Unit service which is located at the boundary of the Unit, and all common sprinkling system fixtures and connections as well as all common sprinkling system controls, if any, for the Common Areas.
- f) Sewerage System: The sewerage system throughout the Project up to the point of lateral connection for Unit service which is located at the boundary of the Unit.
- g) Telecommunications/Media: The telecommunications/media system throughout the Project, up to the point of connection for Unit service which is located at the boundary of the Unit.
- h) Roads: All roadways, streets, medians, sidewalks and bike paths, if any, and common parking areas within the Project, except drives and parking areas located within the boundaries of the Units. All roads and streets within the Project shall be constructed pursuant to the specifications required by HUDA. Additionally the cost of maintenance of the 100 feet road connecting the north and south entrances of Hill County will be borne 75% by the Hill County Society. As and when there is newer developments making use of the road the cost of maintenance of this road will be taken up by them proportionally.
- i) Landscaping: All landscaping, beams, trees, plantings and signage for the Project within the Hill County, except landscaping, trees and plantings within the boundaries of the Units.
- j) Perimeter Fencing: Any wall, fencing or similar structure constructed or installed by the Developer within the General or Limited Common Elements for the purpose of screening the Project from adjacent properties.
- k) Other: Such other elements of the Project not designated in this Section 4.1 as General or Limited Common Elements which are not within the boundaries of a Unit, and which are intended for common use or are necessary for the existence, upkeep and safety of the Project.

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system described above may be owned by, or dedicated by the Developer to, the local public authority or the company that is providing the pertinent service. Accordingly, the Developer makes no warranty whatsoever on such utility lines, systems and equipment, and the telecommunications system, if any.

2. RESPONSIBILITIES

Responsibilities. The respective responsibilities for the maintenance, repair and replacement of the Common Elements are as follows:

- a) House-owner Responsibility for Units: The responsibility for and the cost of maintaining, decorating, repairing and replacing any dwelling and any structures appurtenant to such dwelling shall be borne by the Owner of such Unit. However, subject to Society Rules and Regulations, a House-owner shall not commence the construction of any dwelling or other structures or perform any additions or alterations to such dwelling or structures (other than interior alterations) unless the plans and specifications for such construction has been approved in writing by the Society. House-owners should maintain all external faces of their homes and external areas within their units. The Society has the right to impose penalties as it deems fit on units that are not well-maintained. The Society can also clean-up such ill-maintained portions and charge the house-owner for such services rendered.

- b) General Common Elements: Unless otherwise expressly provided in the Society Documents, the cost of maintaining, repairing and replacing all Common Elements shall be borne by the Society.
- c) Utility Services: Each House-owner will be entirely responsible for arranging for and paying all costs in connection with the extension of utilities by laterals from the mains to the dwellings or other structures located within the Units. All costs of electricity, water, sanitary sewer, cable television, telephone and any other utility services shall be borne by the House-owner of the Unit to which the services are furnished. All utility meters, laterals and leads shall be maintained, repaired and replaced at the expense of the House-owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority, and the Association shall have no responsibility with respect to such maintenance, repair or replacement.
- d) Lawn and Landscaping Maintenance within Units: The cost of maintaining, repairing or replacing individual lawns and all landscaping within a Unit shall be borne by the House-owner of the Unit. The front lawn of independent houses will be maintained by the society and house-owners cannot change the landscaping here without prior approval from the Society.
- e) Use of Units and Common Elements: No House-owner shall use his Unit or the Common Elements in any manner, which is inconsistent with the purposes of the Project or in any manner, which will interfere with or impair the rights of any other House-owner in the use and enjoyment of his Unit or the Common Elements. In addition, no Co-owner shall be entitled to construct or install any improvements, fixtures or other structures on, in or to any Common Elements, without the prior written approval of the Developer during the Construction and Sales Period and the Society thereafter.
- f) The Hill County Society has the right to enforce maintenance of all visible elements of houses and in case of non-maintenance by owner the Society has the right to do the maintenance and charge the House-owner for the same.

3. MAINTENANCE PROGRAM

Additionally, for the sake of clarity, the Maintenance Program of Hill County will include the following elements, apart from those coming under maintenance.

- a) Security Services
 - i) Manning of Two Entry Points of the township 24/7
 - ii) Records Maintenance of vehicles, material and visitors entering and exiting the township
 - iii) General watch & ward – Security guards will be placed at different strategic locations to safeguard property and watch people movement .
 - iv) Fire safety / Evacuation Services and Emergency Handling -Handling emergencies and help in evacuation of people to meet any unforeseen eventuality
 - v) Traffic and Parking Management-Making sure vehicles are parked in the right places and vehicle movement is smooth .
 - vi) Patrolling of common areas at regular intervals
 - vii) Coordination with other agencies like Hospital, Fire Department & Police
 - viii) Meeting Statutory requirements of different agencies for security
 - ix) Monitoring the solar fencing and the compound wall around the township
- b) House Keeping
 - i) Road cleaning on a daily basis and filling up potholes if any
 - ii) Cleaning common areas in Apartments
 - iii) Tank Cleaning (periodic)
 - iv) Common facilities maintenance – Clearing of debris and mopping where ever required on a daily basis
 - v) Cleaning of Lifts
 - vi) Waste pickup and clearance at regular intervals
- c) Electro-Mechanical Services
 - i) Diesel Generator (DG) Maintenance
 - Periodic testing
 - Monitoring of DG & maintaining logbook

- Maintenance of Consumables
- ii) Power Management – to ensure efficient power usage
- iii) Complaint Servicing – to help customers with any electrical / water / sewerage connectivity to the units
- iv) Common Area Servicing – make sure all the lighting and equipment are operational and working efficiently
- v) Lift Maintenance
 - Routine checks
 - Coordination with the service provider
- vi) Sewerage Treatment Plant (STP) Maintenance
 - Optimal utilization of equipment
 - Gray water management to make sure the water is used for landscaping purpose
 - Inventory Management
- vii) Water Treatment Plant (WTP) Maintenance
 - Optimal utilization of equipment
 - Bore well management
 - Water Supply Management to make sure there is enough water supply and reduce water leakages and wastage
 - Inventory management
- viii) Inventory Management of supplies
- ix) Coordination with municipal agencies
- x) Preventive and Break down maintenance
- xi) Waste disposal Management from STP at regular intervals
- d) Billing Coordination
 - i) Monthly raising of Society Assessments
 - ii) Collections of amounts from house-owners
- e) Pest Control
 - i) Fogging for Mosquitoes
 - ii) Rodent control
 - iii) General disinfection
 - iv) Beehive removal
 - v) Cockroach Eradication/ Disinfection in drains
- f) Horticulture
 - i) Maintaining of greenery in common areas
 - ii) Maintaining of Landscaped areas
 - iii) Watering & Debris pickup
 - iv) Re-plantation

4. EXCLUSIONS FROM MAINTENANCE PROGRAM

The Maintenance Program does not include the following works and any work not mentioned in this manual is also the responsibility of the House-owner

- a) Maintenance inside the units
- b) External painting of the independent houses
- c) Electrical/Plumbing works inside the unit

5. MAINTENANCE BY DEVELOPER

The Developer will carry on the Maintenance Program, except any capital expenditure incurred due to unexpected damage to roads, utilities or areas, initially up to December 31, 2010. At the end of this period the Society will take over the Maintenance Program and all expenditure for the same will be borne by the Society.

1) OWNERSHIP AND EXTENT

- a) Extent: The club area is defined as the clubhouse and area abutting the clubhouse to a total area of Acres 4.23 as defined.
- b) Ownership: The club along with the clubhouse and area abutting it as defined in 1(a) belong solely to the Developer.
- c) Operation: The operation and maintenance of the club will be done by the Developer or a party nominated by the Developer. The operator will charge members for services rendered.
- d) Right over rules and regulations: The Developer as the sole owner of the Club has unfettered rights over the definition, addition/deletion of the rules and regulation of the Club. The Developer may at its sole discretion change the rules and regulation defined in this document.

2) MEMBERSHIP

- a) Categories: There are three categories of memberships offered:
 - i) Hill County Home Owners Membership
 - ii) Tenant Membership: Tenants can buy a Tenant Membership for an annual price defined by the Club authorities.
 - iii) Temporary Membership: Any resident not covered under the previous two categories can avail temporary membership at a price defined by the Club authorities.
 - iv) Corporate Memberships
- b) Duration of membership:
 - i) Home Owner Membership: This membership is for a period of 25 years. The membership will cease earlier on sale of property and such transfer of membership due to sale will only continue for the remaining time period and not for another 25 years.
 - ii) Tenant Memberships: Tenant memberships are only valid for 1 year.
- c) In case of dual/multiple owners, only one nominated member shall have the membership
- d) In case a company owns the unit, the resident nominated by the company shall have the membership. The company can change its nominee by informing the Hill County club management and paying the transfer fee.
- e) The club management reserves its rights to inspect/check all the persons entering the club premises, therefore the members are to carry their membership cards at all times
- f) Children above the age of 25 years forfeit their dependant membership and have to pay the full member ship charges.
- g) Dependant members:
 - i) Owner Membership: Each owner member will be entitled to three dependant memberships within the immediate family (spouse, parents and children below 25 years of age). Additional dependant memberships within the immediate family who are residing at Hill County will be given at a charge decided by the Club authorities.
 - ii) Tenant Membership: Each tenant member will be entitled to three dependant memberships within the immediate family (spouse, parents and children below 25 years of age). Additional dependant memberships within the immediate family who are residing in Hill County will be given at a charge decided by the Club authorities.
 - iii) Temporary Membership: Temporary members are not entitled to any dependant memberships.
- h) Transfer:
 - i) Membership will automatically cease on sale / transfer of ownership of the house. The new home owner shall pay the transfer fee to get the membership. The transfer fee will be defined by the Club authorities.
 - ii) Transfer fee will not apply on transfers on succession due to death of member.
 - iii) Transfer of membership amongst the joint owners / wife and children of the owner is allowed.
- i) The Club Management reserves the right to ban entry to those members whose behavior is not conducive to the atmosphere of the Club.
- j) The Club Authorities will endeavor to limit the number of memberships in the Club to an optimal level.

3) GUEST(S):

- a) Members can bring guests subject to payment of the prescribed guest fee and adherence to rules and regulations. Guests must be accompanied by member or dependant member.
- b) Members can book rooms for their guests subject to availability.
- c) Members are responsible for all charges incurred by their guests.
- d) Guests should always be accompanied by a Member.
- e) The club management also reserves right to ban entry to those guests whose behavior is not conducive to the atmosphere of the club.

4) PAYMENT FOR USAGE OF CLUB FACILITIES

- a) The management of the club shall have the right and authority to fix charges for the pay and use facilities at the club from time to time.
- b) Payments are to be made as per the fee structure against bills / statement of account depending upon the usage of the facilities.
- c) Defaults in Payment: For non-payment of the subscription / monthly fee and other charges, the club may at its sole discretion impose a fine and accept a delayed payment, but no member shall be entitled to such a waiver as a matter of right and the decision of the club management in this regard shall be final and binding. In case of non-payment even after notice, the Club authorities can cancel membership of the member and any dependant membership and proceed to settle the account through the Society.

5) GENERAL TERMS AND CONDITIONS:

- a) Usage of Facilities: The usage of certain facilities of the club is subject to payment of subscription / monthly fee and compliance with applicable terms and conditions hereunder
- b) Management of the Club: The management of the club shall have unfettered right and authority to manage the affairs of the club and also to frame rules and regulations governing the use of the club facilities without any interruption by / or through any member in any manner.
- c) The club shall make its best endeavor to render high standard services to its members, yet any omission, delay, neglect, inefficiency or inaccuracy shall not make either the club or its employees liable for any action by the member who shall always remain liable to make payment for the services availed of.
- d) The member shall not carry on any business or such activity which would be construed illegal, defamatory, immoral or obscene and shall agree not to use the address of the club whether directly or indirectly for any such purpose or purposes. The management reserves the right to restrict the use of the club on any such ground without assigning any reason therefore.
- e) Any question as to the interpretation or administration of the terms and conditions defined herein shall be decided by the club management in conjunction with the members, and such decision shall be final.
- f) The management shall reserve the right to close any facility for maintenance or on any special activity with prior intimation at its sole discretion.
- g) Club Timings:
 - i) The club shall normally remain open between 6 am to 11 pm on all days, subject to changes at the discretion of the management, from time to time.
 - ii) Different facilities at the club will have their own timings.
- h) Peace and Tranquility: All efforts will be made by the club management to ensure ambience, peace and tranquility at the club house. The club management will work with the members to prevent and resolve any issues that may arise in this regard.
- i) Community Events: The club management shall arrive at a suitable arrangement for hosting of community events, for which adequate notice will be given.
- j) Amendment of terms and conditions: The club can alter, amend, modify, add, vary or replace these terms and conditions and the fee structure as applicable.

6) GENERAL PRIVILEGES AND FACILITIES:

The club management shall decide from time to time about any modifications of fees, facilities, services and privileges. The facilities available on pay and use basis as outlined in the fee structure shall be notified by the club.

7) BREACH OF CLUB RULES AND REGULATIONS:

In case of breach of the rules and regulations of the club or the terms and conditions by a member or his/her dependant or his/her guest for misconduct, or any act of gross indiscipline or non-payment of subscription fee / facility usage fees, the club management shall first caution such member in writing. If however, it continues, then in this unlikely event the management of the club reserves the right to take disciplinary action, whose decision shall be final and binding on the defaulting member.

8) MEMBER LIABILITY:

- a) Members are liable in accordance with the law, for their civil or criminal acts done which are forbidden by law either inside or outside the club.
- b) The club / company or its management is fully indemnified by the members against all claims, losses, damages, costs and expenses that may be suffered by any of the member, his/her spouse, or children or guests in connection with the breach or any applicable rules or regulations or the use of the facilities in any manner.
- c) The member shall forthwith on demand pay in full to the management as the case may be, such claims, losses, damages, costs and expenses.
- d) The club / company or its management or its staff is not responsible for the damage or loss of life or property of the member/s, his/her spouse, or children or guests caused during usage of facility of the club.

9) COMMON RULES AND REGULATIONS TO ALL FACILITIES:

- a) All facilities are accessible and can be used only by Member(s) and guests only if accompanied by a Member.
- b) No food or beverages shall be permitted near the facilities and its immediate vicinity. Smoking is strictly prohibited in all the facilities.
- c) No livestock or other households pets shall be allowed in or near the facilities.
- d) Radios, tape recorder, television sets and other electronic/mechanical equipment shall not be used in the facilities except with special permission from the Hill County Property management and Society.
- e) Players shall be properly attired for the game which they intend to play.
- f) Members may be required to produce his identification card to the Hill County Property management and Society before using the facilities. The Hill County Property management and Society may require any person in the facilities area to identify himself or herself. Only members or their guests are entitled to use the sporting facilities, gymnasium, swimming pool and children's play area.
- g) Use of the tennis/squash/volleyball/basketball courts and cricket stadium may be reserved by telephoning the Management Office not later than 24 hours before the scheduled game. Bookings may only be cancelled upon twelve (12) hours prior notice. Failure to use the court after ten minutes of the time scheduled for play will attract a fine of Rs. 200 each. The period reserved will then be forfeited.
- h) Reservation made on the same day as the date of play must be made in person.
- i) Member(s) may only be permitted to book one (1) hour at a time and for a maximum of two (2) hours per day provided the hours reserved are not consecutive.
- j) Member(s) shall not litter deface or in any way create any nuisance whilst on the premises of these facilities whether using the facilities or not.
- k) These rules and regulations are subject to change without prior notice.

10) SWIMMING POOL RULES AND REGULATIONS:

- a) The swimming pool may be used from 6.00 am to 12.00 pm and 3.00 pm to 9.00 pm.
- b) All persons must shower immediately before entering into the swimming pool. A person having an infection or communicable disease shall not use the swimming pool. Spitting, nose blowing and the likes shall not be permitted in the swimming pool.
- c) No person shall wear hair pins, rollers, safety pins and other like objects while in the swimming pool. Men/ Children shall always wear shorts and women shall wear the appropriate swimming costume only.
- d) Surfboards, scuba gear, bulky inflatable toys and similar objects shall not be permitted in the swimming pool.
- e) No person aged 12 years and under shall be allowed in the swimming recreation area (which means the Swimming pool and the area surrounding thereto) unless they are accompanied and supervised by an adult.

- f) Ball sports, frisbie playing, roller skating and other similar activities shall not be permitted in the swimming recreation area.

11) TENNIS COURT, SQUASH COURT AND GYMNASIUM RULES AND REGULATIONS:

- a) These facilities may be used only from 6.00 am to 10.00 am and 3.00 pm to 9.00 pm.
- b) User(s) are to ensure that their shoes are free from sand before entering the court/area. No street/outdoor shoes such as boots, high-heeled shoes or leather shoes are to be worn into the court/area except shoes designed for tennis. Appropriate wear only will be permitted.
- c) User(s) will be charged for usage except Gymnasium.
- d) User(s) will take care not to damage playing surface or equipment and are liable to a fine for any damage they cause.

12) MINI-THEATER RULES AND REGULATIONS:

- a) The Mini Home Theater and the facilities shall solely and exclusively be used by the Occupant(s) and his Guest(s) and may be used only from 10 am to 12 am.
- b) The guest(s) may only use the Mini Home Theater and facilities when accompanied by the Member(s) who shall ensure that his Guest(s) comply with the rules and regulations contained herein. At a time maximum of 18 people only are allowed.
- c) Use of the Mini Home Theater and facilities may be reserved by telephoning the Management office not later than twenty-four (24) hours before the scheduled time and on payment of a usage charge. Failure to use the Mini Home Theater and facilities after thirty (30) minutes of the scheduled time will attract a fine of Rs. 200. Each Member is allowed to reserve The Mini Home Theater for only 4 hours and only once in a month. The Member should bring his own DVD & CDs.
- d) Member(s) may bring their own snacks and beverages including alcohol provided always that the occupant(s) shall ensure that the Mini Home Theater and equipment is cleaned before leaving and shall not litter the said area. Smoking is strictly prohibited.
- e) Viewing of illegal and X rated movies is strictly prohibited.

13) BARBEQUE AREA RULES AND REGULATIONS:

- a) The Barbeque area and the Barbeque facilities shall solely and exclusively be used by the Member(s) and his/her Guest(s) and may be used only from 3 pm to 11 pm.
- b) Use of the Barbeque area and facilities may be reserved by telephoning the Management office not later than twenty-four (24) hours before the scheduled time. Failure to use the Barbeque area or facilities after thirty (30) minutes of the scheduled time will attract a fine of Rs. 200 and thereafter The Hill County Property management and Society shall be at liability to allow other occupant(s) to use the Barbeque area.
- c) The Occupant(s) may bring their own beverages including alcohol, provided always that the occupant(s) shall ensure that the Barbeque area and equipment is cleaned before leaving and shall not litter the said area.

14) BANQUET HALL RULES AND REGULATIONS:

- a) Use of the Banquet Hall may be reserved by telephoning the Management office not later than one week before the scheduled time and on payment of the usage charge. Failure to use the Banquet hall and facilities after one hour of the scheduled time will attract a fine of Rs. 5000. Cancellation one day before attracts a fine of Rs.1000 and on the same day would be Rs.5000. Thereafter the Hill County Property management and Society shall be allowed to allow other user(s) if any to use the Banquet Hall. Each occupant(s) are allowed to reserve the Banquet Hall for only one day and only once in a month.
- b) The occupant(s) shall ensure that the Banquet Hall is cleaned before leaving and shall not litter the said area.
- c) User(s) are required to produce list of expected guests at the entry gate and to the Club Authorities before using the facilities. The Hill County Club authorities may require any person in the Banquet Hall to identify himself/herself.
- d) Any guest(s) who breaches any of the rules and regulations contained herein may be requested to leave the Banquet Hall. Any user(s) who commits such breach may be required to pay such fine(s) as the Hill County Club authorities may impose. The Member(s) may be fined by the Hill County Club authorities in respect of any breach committed by his guest(s).

15) GUEST ROOMS RULES AND REGULATIONS:

- a) Only the guest(s) may use the Guest Rooms and facilities and the Member(s) shall ensure that his Guest(s) comply with the rules and regulations contained herein. In the room, a maximum of 5 people (Husband, Wife and three children aged below 12) are only allowed.
- b) Use of the Guest Rooms and facilities may be reserved by telephoning the Management office not later than twenty-four (24) hours before the scheduled time. Failure to use the Guest Rooms and facilities after thirty (30) minutes of the scheduled time will attract a fine of Rs. 200 and thereafter the club authorities can allow other occupant(s) if any to use the Guest Rooms.
- c) The occupant(s) of the room shall ensure that the Guest Room is clean before leaving and shall not litter the said area. Member(s) making the booking will be liable for any litter or damage done to the Guest Room.
- d) Immoral usage of the guest room is strictly prohibited.
- e) The usage of the Guest Rooms will be charged on a per day basis.
- f) Check-out/Check-in time is 12:00 noon.

16) LIBRARY RULES AND REGULATIONS:

- a) The Library will remain open from 11.00am to 8.00pm.
- b) The Member(s) and their guest(s) can use the library.
- c) Any Member(s) or his guest(s) who breaches any of the rules and regulations contained herein may be requested to leave the library and may be required to pay such fine(s) as the Club Authorities may impose. The Member(s) may be fined by the club authorities in respect of any breach committed by his guest(s).
- d) Children aged below five should be supervised by an adult.

17) SAUNA AND JACUZZI RULES AND REGULATIONS:

- a) The Sauna shall solely and exclusively be used by the Member(s) and may be used only from 12 noon to 8 pm.
- b) The Member(s) are only allowed to enter the Sauna with towels.

18) CHILDREN'S AREA RULES AND REGULATIONS:

- a) The Children's Playground shall solely and exclusively be used by the Children of the Member(s) or his Guest(s) and who are below twelve (12) years of age.
- b) The children may only play in the Children's Playground when supervised by the Member (s) who shall supervise the children with due care and diligence.
- c) No food or beverages are allowed in the Children's Playground.
- d) The Member(s) shall ensure that the children do not litter, deface or in any way create any nuisance whilst on the premises of the Children's Playground.

19) CHANGE IN FACILITIES:

- a) The Club Management can decide to remove certain facilities or add certain facilities at its own discretion.
- b) The club management can set a usage fee for such new facilities as it deems appropriate.

1. FORMATION

- a) Hill County is a residential township located at Bachupally near Kukatpally, Hyderabad. Hill County Independent House Owners Cooperative Society Limited shall be formed and registered under the Andhra Pradesh Cooperative Society Act 7 of 1964. Each house owner shall be a member in the Society and no other person or entity shall be entitled to membership. All Members in the Society and all persons using or entering upon or acquiring any interest in any Unit or the Common Elements shall be subject to the provisions and terms set forth in the Society Documents.
- b) Objects
The objects of the Hill County Independent House Owners Cooperative Society Limited shall be:
 - i) To be and to act as the Association of Independent house-owners of the Buildings in Hill County Township
 - ii) To Provide for the maintenance, repair and replacement of the common areas and facilities by contributions from the Independent House owners, and if necessary by raising loans for the purpose, excluding interior portions of the flat:
 - iii) To invest or deposit moneys:
 - iv) To maintain bore well water supply arrangements:
 - v) Lifting of municipal water supply from sump to HST for drinking purposes:
 - vi) To provide security arrangements for protection of the residents and property in the township
 - vii) To have the possession and to protect and maintain the joint properties of the society like light, pumps and common parking place;
 - viii) To advance, with the consent of the independent house owners any emergency necessity and to provide for repayment thereof in lumpsum or in installments:
 - ix) To establish and carry on its own account, or jointly with individuals of institutions, educational, physical, social and recreational activities for the benefit of the Independent house owners, including the setting up maintenance and operation of cable network for the dissemination of TV signals, internet communications etc.
 - x) To frame rules with the approval of the general meeting of the Association and after consulting the competent authority, establish a provident fund and gratuity fund if necessary, for the benefit of the employees of the associations:

2. MEMBERSHIP

- a) All persons who have purchased the house in Hill County shall automatically be the members of the society. All present or future tenants or employees of corporate if owned or rented by/to corporate or any other persons that might use the facilities of the Township in any manner, are subject to the regulations set forth in the by-laws. Any tenants or employees of the company temporary residents cannot be members of the society.
 - i) Upon any house-owners selling his house or absolutely conveying the same by way of gift under his will or otherwise, the purchaser or donee shall automatically have right to become a member of the society.
 - ii) On the death of the house owner, upon subsequent transfer to the person or persons to whom he bequeaths the same by his will or to the legal representatives of his estate, such person(s) shall have the right to become the members.
- b) Joint House Owners:
Where a House has been purchased by two or more persons jointly, they shall together nominate one person as a member.

3. VOTING QUORUM AND PROXIES

- a) Voting:
Each House shall have one Voting Right.
- b) Quorum:

For the general body meeting the presence in person of eight members/their representatives shall constitute a quorum. The quorum required for any decisions to be taken by the Executive committee shall be 3 members.

4. ADMINISTRATION

a) Jurisdiction of Independent houses society

Jurisdiction of Independent houses society includes the common areas developed in the Hill County premises other than apartment premises Excluding 60ft Road, cricket ground, 100 ft road.

b) Jurisdiction of apartments society

For the Apartments owners a separate society will be formed to take care of the interests of the flat owners. Areas covered under the apartments jurisdiction will be taken care by their society. Jurisdiction of apartments society includes the common areas developed with in the apartments premises like lifts, parking places, environmental deck, roads, common land, landscaped areas.

c) Joint committee of societies

A committee will be appointed with members from each society along with the developer to maintain the property of the 60 feet road, cricket ground, adjoining areas, 100ft road which are common to both the societies. The ratio of sharing of expenses will be 65% to apartment owners and 35% to independent house owners. Their respective individual contributions are assessed in the proportion of their Unit sizes.

d) Powers and Duties of the society :

The Society will have the responsibility of:

- i) Administering the Society rules and regulations and maintain character, look of the township and regulations of construction.
- ii) Approving the annual budget
- iii) Establishing and collecting monthly assessments and
- iv) Managing the society affairs in an efficient manner.

e) Meetings

Meetings of the Society shall be held at suitable place convenient to the House owners as may from time to time be designated by the society.

Annual Meetings :

Special Meetings :

Adjourned Meetings:

f) Management

The executive management of the affairs of the society shall vest in an executive committee which shall consist of 9 resident members who shall be elected from among the members in the following manner.

i) The following shall be elected by an electorate consisting of all the members of the society:

1. President
2. Vice President
3. Secretary
4. Treasurer

ii) Five members shall be elected in such a manner that each Type of house shall be represented by one member and such member shall be elected by an electorate consisting of such members of the society who own a house in the said House Type.

The members of the executive committee shall be elected by the general body in accordance with the provisions of the Andhra Pradesh Co-operative societies rules as amended from time to time and as provided above. The term of the members of the executive committee shall be for a period of three years. The period of office of the executive committee shall begin with the date on which charge is assumed after election. All the members of the executive committee shall be elected at one and the same time for a period of three years.

g) Powers of the executive committee

The following powers shall be exercised by the executive committee

- i) To pay for preliminary expenses incurred in the promotion and registration of the society
- ii) To raise or borrow such sums by way of loans or other wise as may be required from time to time for carrying out the objects of the society

- iii) To enter into contracts on behalf of society set terms there of and to authorize an officer to execute all deeds, agreements and to issue receipts in connection with the business of the society.

5. ASSESSMENTS

All house owners are obliged to pay monthly assessments before the 5th of the month in advance to meet all expenses relating to the Hill County housing co-operative society ltd, which may include an insurance premium policy to cover repair and reconstruction work incase of hurricane fire earthquake or other hazard of calamity. The assessments shall be made prorata according to the size of the unit owned as stipulated in the declaration. Such assessments shall include monthly payments to a general operating reserve and a reserve fund for replacements. Should a member fail to pay the monthly assessment charges to the society as fixed by the general body even after extended period given, then the society can disconnect the access of all the amenities such as power, water etc till such member pays all the outstanding along with the interest.

- a) Maintenance and Repairs by house-owners
 - i) Every owner must perform promptly, all maintenance and repair work within his own unit, which if omitted would effect the look of the township.
 - ii) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, telephone, air conditioners, sanitary installations doors, windows, lamps and all other accessories belonging to the unit area shall be at the expenses of the house owner concerned and will be the responsibility of the house owner.
 - iii) An owner shall reimburse the society for any expenditure incurred in repairing or replacing any common area and facility damaged through his fault.
- b) Maintenance and repairs by Society
 - i) Common areas maintenance and amenities like water supply, power supply etc will be maintained by the society out of the funds collected from the members by way of assessments.
 - ii) The society will have full powers to discontinue the access to amenities to the members who default on the payment of assessments till such outstanding is paid by the member.
 - iii) Common areas maintenance will include maintaining the roads, landscaping, DG sets maintenance etc falling with in the jurisdiction of the society.

6. SPECIAL CORPUS FUND

- a) A special corpus fund shall be created for the purposes of effecting replacement of capital equipments etc., and the contribution to this special corpus fund shall be made at the rate of Rs.50/- per sft of the built up are of each house owner by such house owners .
- b) Interest on Corpus fund can be used for the maintenance of the township.
- c) However, this contribution shall be by the members who initially purchase the houses and the subsequent transfer of the houses and membership shall not obligate the new members to pay this special contribution. The earlier contribution by the original purchaser shall be held against the name of the new member.
- d) Not withstanding anything contained in these by-laws, the special corpus fund shall be invested in fixed deposits with such scheduled banks as the executive committee may decide and the interest which accrues from the said fixed deposits can be used for maintenance of the township or reinvested, till the requirement of capital expenditure arises.
- e) The utilization of the principal amount of the special corpus fund or any amendment to the purposes of which the special corpus fund shall be utilized, shall require the approval of the general body and such approval will be given by not less than 2/3rd of the members of the society.

7. USE OF FAMILY UNITS - INTERNAL AND EXTERNAL CHANGES

- a) All units shall be utilized for residential purpose only
- b) An owner shall not make any structural modifications or alterations in his unit or installations located therein, without previously notifying the society in writing and obtaining NOC.
- c) Every House owner, present or future, his representative, and every tenant or resident of the Township shall abide by the terms of the agreement entered into by the House owners with regard to the use of the common facilities in the Township and rules and regulations specified in the Occupiers Hand book.



MAYTAS
P R O P E R T I E S

Hill County, Bachupally, Miyapur, Hyderabad - 500 072 A.P, India
Ph: 91-40-40009111 Fax: 91-40-40009222
www.maytasproperties.com