



# Occupier's handbook

## 1. INTRODUCTION

The rules and regulations of Maytas Hill County Phase I are established for two primary purposes:

- a) To establish and maintain a desirable quality of life for the residents and continue to enhance value of each apartment owner's property at Maytas Hill County Phase I as a whole.
- b) 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 help 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 apartment owners.

## 2. RESPONSIBILITY

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

The actions of any family members, guests or workmen are the responsibility of the apartment owner with regard to Society rules and regulations. Violation of these rules subjects the apartment owner to a potential fine or any other action by society. Maytas Hill County Phase 1 Apartments Owners Society will notify an apartment owner on violation.

The understanding of and compliance with Maytas Hill County Phase I ordinances is the responsibility of each individual apartment owner.

## 3. MOVING TO MAYTAS 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 Maytas Hill County Phase I

The occupant is to formally notify the particulars of the consultant employed for execution of interior works and also the specific authorized person(s) of the consultant who will be handling the interior works. A letter of authorization and indemnity is to be signed by the occupier in the format given by the developer.

The occupier / consultant has to deliver drawings and specifications to the Property Manager, Maytas Hill County Phase I.

The following should be included in the drawings:

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

The occupier will be responsible for the conduct of the consultant(s) and his authorized person(s) and all damage to the common areas of the complex like flooring and lift card 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 Maytas Hill County Property Management and Society will be borne by the occupier.

- Labour / Material Handling Procedure
  - a) A gate pass will be given by the Property Management Office to take materials out of the township. Written authorization will be required from the occupant to allow in /out any material and equipment.
  - b) Labour would be given identity cards / temporary gate passes by the Property Management Office. Before they are allowed to enter the complex, a written authorization will be required from the occupant.
- Material offloading, transporting and storage
  - a) Please ensure to offload all material at ground level only.
  - b) No loose material would be allowed to enter into Maytas Hill County Phase I. In case any construction material is required to be brought inside Maytas Hill County Phase I, the same would be allowed only in gunny bags.
  - c) For the convenience of all occupants please avoid storage of materials in the corridor and in common areas.
  - d) 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.
  - e) The management will not be responsible for any material of individuals. It is advised to keep your material under lock and key.
  - f) It is the responsibility of the occupant to ensure that all labor have left after delivering the goods or finishing the task.
  - g) Heavy vehicles will not be allowed to enter Maytas Hill County Phase I between 06.00 PM and 09.00 AM.

#### 4. APARTMENT BY-LAWS

- a) The apartment is constructed for private residential dwelling and shall be used exclusively for residential purposes only.
- b) The purchaser shall issue a notice to the Maytas Hill County Property Management and Society furnishing the details of the tenant(s) / lessee(s) if any. The purchaser shall ensure that the lessee(s) / tenant(s) enters into direct covenants with Maytas 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.
- c) The rights of admission are reserved and the Maytas Hill County Property Management and Society may restrict a particular person from residing in Maytas Hill County Phase I as a tenant because of his background which may pose a threat to the normal life of the residents of Maytas Hill County Phase I. (Eg: A person with a criminal background).
- d) Changes cannot be made to property at Maytas Hill County unless the prior consent of the Maytas Hill County Property Management and Society has been obtained (and which consent may be granted or refused by the Maytas Hill County Property Management and Society in its absolute discretion without assigning any reasons thereof). The occupant(s) shall not:
  - i. Make any addition to the apartment including but not limited to any awnings, shades, screens and grills whatsoever.

- ii. Unite the apartment with any adjoining units without permission from Maytas Hill County Property Management and Society.
- iii. Make any alterations to the apartment except the same as permitted by the Maytas Hill County Property Management and Society, if any.
- iv. Make connection with any pipes that serve the apartment otherwise than in accordance with plans and specifications which have previously been approved by the Maytas Hill County Property Management and Society.
- v. Maytas Hill County Property Management and Society at its discretion may not give consent or approve a particular alteration to a particular apartment, even if it had given consent or approval for similar alterations earlier to other apartments, without which such alterations shall not be made.
- e) Repairs can only be done to the internal walls. Repairs to the internal walls can only be done with and subject to the prior written approval of the Maytas Hill County Property Management and Society.
- f) Overloading of electrical points is harmful and should not be done. Any equipment, whose rating exceeds the permissible, should be intimated to the Maytas Hill County Property Management and Society. All electrical installation works must be done in accordance with Electricity Authority Regulations.
- g) Connecting water lines to any water points outside the apartment is not allowed.
- h) 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 apartment shall be limited to the usual quantities incidental to the requirement of a private residential dwelling.
- i) Antennae / dish is not allowed. Small antennae (Eg: DTH) are allowed provided they do not protrude through the balconies or windows and affect external look of the building.
- j) Advertisements, brooms, mops, cartons, notices, posters, illuminations or other means of visual communication shall not be placed in windows, doors, elevators or passages so as to be visible from the outside of the apartment or block.
- k) Textile items such as clothes, towels and linen shall not be hung or placed in any areas so as to be in view from the outside of the apartment or block. In particular such textile items shall not be hung from poles which protrude through the windows or roofs of the apartment.
- l) 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.
- m) 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 sewerage pipe serving the unit or the Apartment complex.
- n) Plants shall not be raised in windows, balconies or any where inside the apartment blocks. The plants only as specified by the Maytas Hill County Property Management and Society shall be raised in the garden decks wherever applicable and will be maintained by the property management company for a cost. Plants in common areas shall be maintained by the Maytas Hill County Property Management and Society.
- o) 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. They must be parked within the parking bay owned by the respective member. Smaller things may be kept inside the apartment by carrying them upstairs through the service elevators.

## 5. GARBAGE COLLECTION

- a) All occupants are to use the garbage bag for disposal of household garbage. All garbage for their apartment would be carried away and dumped at the municipal garbage collection areas at regular intervals.
- b) 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.
- c) Sanitary napkins are not to be flushed. Please put them in a cover and dispose.
- d) Garbage should not be thrown indiscriminately. In case of such a practice penalties will be imposed.
- e) Inflammable substances like paint and petroleum shall not be placed in trash containers.

## 6. CONDUCT

- a) All persons in the apartment shall at all times conduct themselves in a manner which will not constitute nuisance or cause annoyance to other persons / occupants.
- b) Occupant(s) shall not make any immoral, improper, offensive, unlawful use or commercial use of his apartment or the Common Property or any part of the township.
- c) 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.
- d) 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.
- e) Furniture, furnishings, landscaping features, flower plants, trees or other property located in the Common Property shall not be altered or removed from their location.
- f) Fire fighting equipment must not be tampered with, removed, destroyed or damaged. No person shall start or maintain a fire in Maytas Hill County Phase I, 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 AND FESTIVALS

- a) Celebration of festivals or events which involve burning crackers, playing with colors etc should be done only at the places designated by the Maytas Hill County Property Management and Society. Any such events have to be informed to the Maytas Hill County Property Management and the Society, which at its discretion shall communicate the places intended for such use.
- b) No private functions or gatherings shall be held on the terrace. Only the Sky Lounge and Community Hall(s) may be used by obtaining prior permission from the Maytas Hill County Property Management and Society.
- c) No private functions shall be held on any part of the Common Property without the prior written approval of the Maytas 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 those occasions must be parked properly without causing obstruction / nuisance to other occupants.

## 8. BUILDING BY-LAWS

- a) Occupant(s) shall not commit breach of any planning control and shall comply with the provisions and requirements of the building by-laws that affect the apartment and shall keep the Maytas Hill County Property Management and Society indemnified against all liability whatsoever including costs and expenses in respect of any contravention.
- b) No application for a planning permission shall be made without the prior consent of the Maytas Hill County Property Management and Society. Occupant(s) shall obtain at their own expense all planning permissions and shall serve all such notices as may be required for carrying out of any operations on the apartment.
- c) Notwithstanding any consent which may be granted to the Maytas Hill County Property Management and Society under this deed, the occupant(s) shall not carry out or make any external alterations or addition to the apartment at any point of time.
- d) 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

- a) At the occupant(s) own expense the occupant(s) shall execute all works and provide and maintain all arrangements upon or in respect of the apartment 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;
- b) The occupant(s) shall not do in or near the Apartment or the Common Property any act or thing by reason of which the Maytas 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;
- c) 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 apartment.

## 10. COMMON PROPERTY

- a) The speed limit in Maytas Hill County Phase I is 40 kmph on the 80 ft. road and 30 kmph on the internal roads.
- b) The ownership of the terrace lies with the Society and the same shall provide for the maintenance and upkeep of the terrace as may be required.
- c) Bicycles, toys, basketball, hoops etc. must be stored on the apartment-owners property only. Storage or placement of these items on the common areas is prohibited.
- d) Bicycles may not be ridden on grassy areas.
- e) Shrubbery may not be removed or added to the common areas. Dead shrubs or trees on common areas should be reported to Maytas Hill County Property Management and Society.
- f) No person shall in any way damage, deface, destroy or remove any part of Maytas Hill County Phase I common facilities, signage, equipment, or other property.
- g) No person shall in any way damage, deface, destroy or remove any part of any tree, flower, shrub or other vegetation.

- h) 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.
- i) No person shall use, possess, distribute or offer for sale any drugs, opiates, marijuana or hallucinatory substances within Maytas Hill County Phase I.
- j) No person shall organize, conduct or participate in gambling and games of chance within Maytas Hill County Phase I.
- k) No person shall discard or dispose of any household garbage 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.
- l) No person shall drive a motorized vehicle on any walking trail. Vehicles are restricted to paved roadways or drives and designated parking areas.
- m) 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.
- n) 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.
- o) No person shall solicit collections or donations for any purpose within Maytas Hill County unless approved by Maytas Hill County Property Management and Society. Beggars and hawkers are not permitted at any time.
- p) No person shall carry, possess, discharge or have under their control firearms of any type, air gun, or pellet guns, sling shots, fireworks or explosives in Maytas Hill County Phase I except with the permission of the Maytas Hill County Property Management and Society.
- q) No person shall recklessly cause inconvenience, annoyance, or alarm to another, by doing any of the following:
  - i. Engaging in fighting, violent or turbulent behavior or in causing harm to persons or property.
  - ii. Making unreasonable noise or offensively coarse utterance, gesture, or display, or communicating unwarranted and grossly abusive language to any person.
  - iii. Insulting, taunting, or challenging another, under circumstances in such conduct is likely to provoke a violent response.
- r) No person shall park a motor vehicle, trailer, motorcycle, or any other vehicles on the lands of the park or common areas except in places designated by the Maytas Hill County Property Management and Society.
- s) 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 rupees two hundred (Rs.200/-), for each subsequent offense such person is fined not less than rupees five hundred (Rs.500/-).

## 11. CAR PARKING

- a) No occupant(s) of an apartment shall park a vehicle except in a car parking bay sold with the apartment. The occupant(s) shall notify and immediately seek the permission of the Maytas Hill County Property Management and Society if he is making use of a car parking bay for a vehicle not otherwise recorded by the Maytas Hill County Property Management and Society. Vehicles parked in car parking bays belonging to other unit owners or meant for visitors use may be towed away at the vehicle's owner cost. Maytas Hill County Property Management and Society shall not be liable for any damage to the vehicle during the process.

- b) Stickers for the occupant(s) vehicle may be made available at a fee and shall be displayed prominently on the said vehicle(s).
- c) No major repairs may be made to any vehicle parked within the Apartment Complex. A major repair is one that involves excessive noise or spillage of oil or as determined by the Maytas Hill County Property Management and Society.
- d) Car parking bays shall only be used for parking the occupant(s) vehicle(s) and the occupant(s) shall report the registration number of his vehicle(s) to the Maytas Hill County Property Management and Society.
- e) The occupant(s) shall accept and submit to the decision and authority of the Maytas Hill County Property Management and Society in matters concerning:
  - i. The flow of traffic within the parking areas and the exit and ingress points.
  - ii. The manner of parking his/her vehicle.
- f) Car parking bays shall be used for the parking of passenger car(s) only and for no other use.
- g) No washing of cars is allowed at the car parking bays. Separate car wash facilities are provided on pay and use basis.
- h) 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 on the adjacent roadway(s).
- i) There shall be no interference with the Maytas Hill County Property Management and Society's discharge of duties nor shall instructions be issued to the Maytas Hill County Property Management and Society, except the occupant(s) may lodge a legitimate complaint with the Maytas Hill County Property Management and Society.
- j) The occupant(s) hereby agrees that the Maytas Hill County Property Management and Society shall not be liable for any damages to the car or any other property of the respective occupant 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 Maytas Hill County Property Management and Society whether negligence or not in managing the car parking bays.
- k) No occupant(s) of any apartment shall build or erect any obstruction or gate or structure whatsoever on any car parking bay or the adjacent roadway(s).
- l) The purchaser covenants that he will abide by all rules and regulations governing the car parking areas in Maytas Hill County Phase I that may be issued from time to time by the Maytas Hill County Property Management and Society or other Appropriate Authority (as the case may be).

## 12. PETS

- a) Pets refer to small animals which are domestically acceptable and do not harm human beings. Eg: Cats, dogs, birds etc.
- b) Small pets may be raised in the apartments by obtaining prior permission from Maytas Hill County Property Management and Society.
- c) Maytas Hill County Property Management and Society may restrict or bar any pet from being raised in the apartment complex at it's sole discretion.
- d) Pets 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 Maytas Hill County and dispose it off properly. Owners whose pets dirty the township and cause nuisance will be fined and such pets may be restricted from being in Maytas Hill County.
- e) All pets must be vaccinated.

- f) The behaviour of the pets is the responsibility of their owners and the owners are liable for any damage to any property caused by the pets.

### 13. VISITORS

- a) Visitors must register with the security officer on duty at the entry gate and must provide details of the name and address of the person they want to visit. The security officer retains the right to bar entry to any person(s) without any invitation from an occupant.
- b) Occupant(s) must request the security officer on duty to allow named guest(s) to enter the apartments or the housing estate each time such guests are expected.
- c) Occupant(s) are to ensure that their guest(s) do not cause annoyance or nuisance to other residents.
- d) The Maytas Hill County Property Management and Society reserves the right to request any guest(s) in breach of any of these rules to leave the apartment or block or housing estate without having to assign any reasons for doing so.

### 14. ADDITIONAL EASEMENTS

- a) The occupant(s) shall not do anything within or outside his apartment that interferes with or impairs the utility services service these easements. The Maytas Hill County Property Management and Society or its servants or agents shall have a right of access to each apartment to inspect the same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other facilities running through the apartment and to remove any modifications interfering with or impairing the utility services or easements mentioned herein.
- b) An easement in favor 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.
- c) The Maytas Hill County Property Management and Society and its successors reserve the easements, licenses, 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 Maytas 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

- a) All maintenance repairs and replacement in or to the Common Property shall be performed by the Maytas 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.
- b) In consideration of the above said services provided by the Maytas Hill County Property Management and Society, the purchaser shall pay to the Maytas Hill County Property Management and Society, Charges in such amount as may be determined by the Maytas Hill County Property Management and Society at their absolute discretion by notification to the occupant(s) from time to time within seven (7) days of the receipt by the occupant(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 Maytas Hill County Property Management and Society shall also:

- i. 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 Maytas 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
  - ii. Have a lien on the apartment together with interest thereon and for reasonable legal fees incurred by the Maytas Hill County Property Management and Society incidental to the collection of the Service Charge or enforcement of the lien; and
  - iii. Have all the rights granted to it for recovery of service charges.
- c) All maintenance, repairs and replacements in or to the apartment, (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 apartment or belonging to the Purchaser(s) and service only the apartment shall be at the Purchaser(s) sole cost and expense, except as otherwise expressly provided to the contrary herein.
- d) In the event that the purchaser(s) shall fail to make any maintenance or repair, which is necessary to protect any of the Common Property or the other parcels, the Maytas 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 Maytas Hill County Property Management and Society charges the Purchaser(s) for maintenance repairs or replacements to the apartment 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 Maytas 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 payment of all legal fees, costs and interest at the rate to be fixed by the Maytas Hill County Property Management and Society on the outstanding sums due to the Maytas Hill County Property Management and Society. Without prejudice thereto, the Maytas Hill County Property Management 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.
- e) The Maytas Hill County Property Management and Society reserves the right to vary the maintenance fee from time to time as it may think to meet the necessary expenses incurred in maintaining the property.

## 16. EMPLOYEES & SERVICE PROVIDERS

- a) 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 Maytas Hill County Property Management office at a nominal fee.
- b) Please instruct your servants / drivers not to loiter around in the common areas. Any violation done is the responsibility of the respective apartment-owners.
- c) Child labour is prohibited as per law.

## 17. SAFETY & EMERGENCY PROCEDURES

- a) Do not keep inflammable material in closed rooms or near gas range.
- b) Do not keep large quantities of kerosene, petrol or thinner in your premises.
- c) 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.
- d) Switch off mains to prevent the spread of fire.
- e) Each floor has been provided with an alarm.
- f) Don't use lifts in case of fire.

## 18. EXTERNAL LOOK OF APARTMENTS

- a) The external look of each unit should fit into the ambience of Maytas Hill County Phase I and should be in uniformity with the neighboring units. To maintain such ambience apartment-owners cannot make any changes to the external walls, windows or any other structures visible from anywhere within Maytas Hill County.
- b) No hanging of laundry in balconies or terraces.

## 19. SPECIAL FACILITIES FOR THE APARTMENTS

### a) Washer & Drier

- i. A washer / drier facility is available on a pay-and-use basis exclusively for each apartment block.
- ii. Residents of each block are requested to use the washer / drier meant for their block only.

### b) Gymnasium/Yoga room/Children play areas

- i. The above areas are being provided only for the residents of the apartments.
- ii. The rules and regulations applicable to the use and maintenance of each of the above areas are similar to that of those in the Club.

### c) Sky Lounge

- i. Plants and other landscaping features in the sky lounge shall be maintained by the Maytas Hill County Property Management and Society.
- ii. These landscaping features should not be stolen, tampered with, defaced or damaged in any manner. Penalties shall be collected for any such damages apart from the actual costs.
- iii. The sky lounge can be used for hosting social occasions comprising of small gatherings. The charge for the same will be determined from time to time by the Maytas Hill County Apartment Owner's Society.

### d) Environmental Deck

- i. Features like water bodies, walkways and landscaping features on the environmental deck will be maintained by the Maytas Hill County Property Management and Society at a cost.
- ii. Landscaping and special features on the deck shall not be stolen, tampered with, defaced or damaged in any manner. Penalties will be collected for such damage apart from the actual cost of replacement from the resident(s) of the apartments responsible for it.

### e) Garden Decks

- i. Some apartments have garden decks designed for raising small plants and other landscaping features. The maintenance of the same is the responsibility and an obligation of the resident of the apartment.
- ii. Residents are not permitted to use plants of their choice. They need to select plants from the range of plants prescribed by Maytas Hill County Property Management and Society to be raised in garden decks.



# Maintenance manual

## 1. DESCRIPTION OF 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 system throughout the project up to the point of connection to each apartment, which is located at the boundary of the apartment, together with common lighting for the project.

c) Gas:

The gas transmission system throughout the project up to the point of connection to each apartment, which is located at the boundary of the apartment.

d) Telephone:

The telephone system throughout the project up to the point of connection to each apartment.

e) Water:

The water distribution system throughout the project up to the point of connection to each apartment, and all common sprinkling system fixtures and connections as well as all common sprinkling system controls, if any, for the common areas.

f) Fire Safety System:

The Fire Safety System installed in the corridors, walkways, paths, clubhouse, commercial complex, school and all other areas designated as common areas.

g) Sewerage System:

The Sewerage System throughout the project up to the point of lateral connection to each apartment.

h) Telecommunications / Media:

The Telecommunications / Media system throughout the project, up to the point of connection to each apartment.

i) Roads:

All roadways, streets, medians, sidewalks and bike paths, if any, and common parking areas within the project. 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 to north and south entrances of Maytas Hill County will be borne 75% by the societies formed by property owners in Maytas Hill County Phase I. As and when there are newer developments making use of the road the cost of maintenance of this road will be taken up by them proportionally.

j) Landscaping:

All landscaping, beams, trees, plantings and signage for the project within the Maytas Hill County Phase I.

k) Terraces:

Terraces of all the blocks of the apartment complex.

- l) Sky Lounges:  
Sky Lounges in each block which includes common facilities like function halls, garden decks, etc.
- m) 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.
- n) Environmental Deck:  
The central area in between the blocks of the apartments and the periphery of the apartment blocks constitutes the Environmental Deck. It consists of water bodies, common halls, lawns etc.
- o) Parking Area:  
The basement area where the car parking slots are allocated to the apartment owners.
- p) Others:  
Such other elements of the project not designated in this section as general or limited common elements which are not within the boundaries of an apartment, 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 telecommunication system, if any.

## 2. RESPONSIBILITIES

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

- a) General common elements:  
Unless mentioned explicitly in the Society documents, the cost of maintaining, repairing and replacing all common elements shall be borne by the Society only to the effect that such maintenance, repair and replacement are not caused by the negligence or misuse of an individual or group of individuals.
- b) Utility services:  
All costs of electricity, water, sanitary wear, cable television, telephone and any other utility services shall be borne by the owner of the apartment to which the services are furnished. All utility meters, laterals and leads shall be maintained, repaired and replaced at the expense of the apartment-owner whose apartment 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.
- c) Use of apartments and common elements:  
No apartment-owner shall use his apartment or the common elements in any manner, which is inconsistent with the purposes of the project, which will interfere with or impair the rights or any other apartment-owner in the use and enjoyment of his apartment 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.
- d) The Maytas Hill County Phase I apartment owners 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 carry out the maintenance and charge the apartment-owner for the same.

### 3. MAINTENANCE PROGRAM

Additionally, for the sake of clarity, the Maintenance Program of Maytas Hill County Phase I 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. Manning of each entry point of the apartment towers 24 / 7.
- iii. Record maintenance of vehicles, material and visitors entering and exiting the township.
- iv. General watch and ward – Security guards will be placed at different strategic locations to safeguard property and watch people movement.
- v. Fire safety / evacuation services and emergency handling – handling emergencies and help in evacuation of people to meet any unforeseen eventuality.
- vi. Traffic and parking management – Making sure vehicles are parked in the right places and vehicle movement is smooth.
- vii. Patrolling of common areas at regular intervals.
- viii. Coordination with other agencies like Hospital, Fire Department and Police.
- ix. Meeting statutory requirements of different agencies for security.
- x. Monitoring the solar fencing and the compound wall around the township.

b) Housekeeping:

- i. Road cleaning on a daily basis and filling up potholes if any.
- ii. Cleaning common areas.
- iii. Tank cleaning (periodic).
- iv. Common facilities maintenance – Clearing of debris and moping wherever 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 and 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 apartments.
- 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 to reduce water leakages and wastage.
  - Inventory Management.
- viii. Gas distribution system:
  - All safety norms are maintained.
  - Optimal utilization of the equipment.
  - Maintenance of consistent gas supply to the apartments.
- 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.
- xii. Maintenance of EPABX or any other intercom system.
- d) Billing co-ordination:
  - i. Monthly raising of society assessments.
  - ii. Collections and amounts from apartment 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 apartment owner.

- a) Maintenance inside the units.
- b) Electrical / Plumbing works inside the apartment.

#### 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.

