

MEMORANDUM OF
MAHAVEER TUSCAN APARTMENT OWNERS' ASSOCIATION
Sy.No.188 & 189, Basavanagar, Hoodi Village, K.R.Puram Hobli, Bangalore East Taluk, Bangalore-
560048

CHAPTER – 1

1. SHORT TITLE AND DEFINITIONS:

MEMORANDUM OF ASSOCIATION

These rules and regulations are called as the bye-laws of the Mahaveer Tuscan Apartment Owners' Association.

The provision of these bye-laws applies to the **Mahaveer Tuscan Apartment Owners' Association** and every member thereof.

All present and future owners and residents, tenants, or their employee, or any other person who might use the facilities of the building known as "**Mahaveer Tuscan Apartment**" in any manner, are subjected to the regulations set forth in these bye-laws.

The mere acquisition on rental or taking on license of any of the family units of the building or part thereof or mere act of occupancy of any other said units, will signify that these bye-laws are accepted, ratified and will be complied with.

2. DEFINITION:

In these bye-laws, unless the context requires otherwise:

- a) 'Act' means the Karnataka Societies Act, 1960.
- b) 'ASSOCIATION' means the Association of all the Apartment owners or alternate members constituted by such owners for the purpose of the **Mahaveer Tuscan Apartment Owners' Association**, herein after referred as association.
- c) 'EXECUTIVE COMMITTEE' means Managing Committee consisting of not more than 20 persons, all of whom shall be owners of Apartment in the condominium of **Mahaveer Tuscan Apartment**.
- d) 'BUILDING' means the building at Sy.No.188 & 189, Basavanagar, Hoodi Village, K.R.Puram Hobli, Bangalore East Taluk, Bangalore-560048 and known as Mahaveer Tuscan Apartment, and includes the land forming part thereof.
- e) 'DECLARATION' means the declaration, by which the sole owner of the building or all the owners of the building shall execute and register as provided in section 2 of the Act.
- f) 'MAJORITY OF OWNERS' means 51% of total votes or 60% of the owner's present in person, fraction being ignored.
- g) 'SECTION' means a section of the Act.
- h) 'UNIT' means a family or individual unit in the **Mahaveer Tuscan Apartment**.

i) **'REGISTRAR'** means the Jurisdictional Registrar of Societies.

3. **APARTMENT OWNERSHIP:**

The building comprising of 280 flats, (herein after called the said building) known as condominium of **Mahaveer Tuscan Apartment**, Sy.No.188 & 189, Basavanagar, Hoodi Village, K.R.Puram Hobli Bangalore East Taluk, Bangalore-560048 is submitted to the provisions of the act.

4. **MEMORANDUM OF ASSOCIATION:**

The memorandum of the association shall be:

- a) to be and to act as the Association of Apartment Owners of the building called **Mahaveer Tuscan Apartment** Sy.No.188 & 189, Basavanagar, Hoodi Village, K.R.Puram Hobli Bangalore East Taluk, Bangalore-560048, who would file their respective declaration submitting their apartments to the provisions of the Act;
- b) To collect, invest, deposit, or expand money in furtherance of the memorandum of the association;
- c) to provide the maintenance, repair and replacement of lifts, supply of water, maintenance of sanitary, watch and ward, develop and maintain garden, etc., and of the common areas, utilities and facilities, by contributions from the Apartment owners and if necessary;
- d) To retain and rent or license, if possible, suitable portions of the common areas to members or outsiders for educational, cultural or social enterprises which will be of common benefits to the owners as per rules framed by the General Body meeting association;
- e) To provide for and do any of the matters provided in sub section (2) of section 2 of the Act.
- f) To establish and carry it's own account, jointly with individuals or institutions, educational, physical, social and re-creative activities for the benefit of the owners;
- g) To frame the rules, with the approval of the general body and after consulting the competent authority and to establish a provident fund and gratuity, if necessary, for the benefit of the employees of the association.
- h) To take up construction and attend to all service connections to the various apartments by engaging the services of the builders and to collect pro-rata contributions from the members, or others if found necessary.

- i) The association shall not act beyond the scope of its memorandum without duly amending the provisions of these byelaws for the purpose, except in matters which are necessarily incidental to the memorandum supra.
- j) The income of the association by whatever means shall be utilized for the memorandum of the association and shall not be distributed among its members or anybody.
- k) The Secretary of the association is authorised to correspond with the Registrar of Societies, Bangalore.

5. RULES & REGULATIONS:

- a) All persons who have purchased / acquired an apartment in **Mahaveer Tuscan Apartment** and entitled to execute respective declarations under section 2 submitting their apartments to provisions of the Act, shall automatically be the members to provisions of the Act, and of the Association. Each apartment owner shall receive a copy of the bye-laws on payment of Rs. 50/-
- b) The owner has to inform the association formally before moving-in. The owner should submit the membership application form, with necessary details attached, paying the applicable fees. The owner should also inform the association formally when vacating the apartment. The association may levy moving-in and moving-out charges which need to be cleared by the owner. An owner would not be allowed to move-in or move-out until the appropriate clearance is obtained from the association.
- c) Upon any apartment owner selling his / her apartment or absolutely conveying the same by way of gift under his/her/their will or otherwise, the purchaser or donee shall be admitted as member on payment fee of Rs. 200/- (two hundred only) non-refundable. The share/s held by the Apartment owner/s shall be transferred to the name of such purchaser or donee on payment of Rs. 200/- (two hundred only) (non-refundable) to the association towards transfer fee.
- d) On the death of the apartment owners, his/her apartment shall be transferred to the person or persons to whom he/she shall bequeath the same by his/her will or to the legal representatives of his/her estate in case he/she has not made any specific bequeath of the apartment. The name of the legatee or legal representative shall be jointly entered into the registrar of the Apartment owners maintained by the secretary for the purpose of the administration of the association as apartment, owner or joint apartment owners. Where any legatee is a minor, the apartment owner shall be entitled to appoint a guardian of such minor.
- e) “Alternate member” means the purpose, the father or mother or any one of the children above age of eighteen years, wife or husband who is specifically

authorised in writing by a member/owner to enjoy the rights, privileges and discharge obligations of the members/owners.

- f) Following fees are payable by the members to be eligible for admission as members of the association:
 - 1. Each member shall pay Rs. 10,000/- (Rupees Ten thousand only) as membership fee (non-refundable).
- g) The owner has to inform the association formally before letting out an apartment on rent. The tenant should procure a copy of the bye-laws and should submit the membership application form, with necessary details attached, paying the applicable fees. The owner should also inform the association formally when a tenant is vacating the apartment. The association may levy moving-in and moving-out charges which need to be cleared by the tenant. A tenant would not be allowed to move-in or move-out until the appropriate clearance is obtained from the association.
- h) Owners and tenants are liable to pay to the association penalties levied for violation of the rules of the Association. The penalties against a flat in the apartment complex would be considered as a due against the flat.

6. JOINT APARTMENT OWNERS:

If an apartment is purchased jointly by two or more persons, the share certificate in respect of such a flat shall be issued in their joint names, but the person whose name stands first in the share certificate shall alone have the right to vote.

7. HOLDING OF MEMBERSHIP:

Every apartment owner shall be member of the Association (joint apartment owners holding the jointly)

8. DISQUALIFICATION:

- a) No apartment owner shall be entitled to vote on the election of President, Secretary, Treasurer or any other office bearer or Executive Committee members or be entitled to stand for election to such office, if he/she has arrears on the last day of the year i.e. 31st March in respect of his/her contributions for common expenses to the association for more than 60 days.
- b) If the arrears continue beyond 60 days, the total amount shall be a firm charge on the apartment of the concerned owner.
- c) The aforesaid owner can be adjusted or recoverable from out of any deposit or credit to the owners account with the Association, without reference to the owner.

CHAPTER – II

VOTING, QUORUM AND PROXIES

9. VOTING:

Voting shall be the basis of one vote to one apartment.

10. QUORUM:

Except as otherwise provided in these bye-laws, the presence in person of 30% of owners /members, shall constitute a quorum for a general body meeting.

11. VOTE TO BE CAST IN PERSON:

Votes shall be cast in person and proxy is permitted provided such proxy is a resident or member of the Association.

CHAPTER – III

ADMINISTRATION

12. POWER AND DUTIES OF ASSOCIATION:

The Association will have the responsibility of administering the condominium of **Mahaveer Tuscan Apartment Owners' Association**, approving the annual budget, establishing and collecting quarterly assessments and arranging for the management of the condominium in the efficient manner. Except otherwise provide, resolution of the Association shall require approval by a majority of owners, casting votes in person, or through proxy, as provided supra.

13. PLACEMENT OF MEETINGS:

Meetings of the Association shall be held at suitable place, convenient to the members as may from time to time be determined by the Association.

14. ANNUAL MEETINGS:

The first Annual General body meeting of the Association shall be held within one month from the date of registration of the Association and thereafter the Annual Meetings of the Association shall be held generally within six months from the date of closing of each financial year. At such meetings office bearers and Executive Committee shall be elected by the members through a ballot, in accordance with the requirements of the bye-law 22. The owners may also transact such other business of the Association as may properly come before them for which notice of 21 days shall be given in writing to the Secretary.

15. SPECIAL MEETING:

It shall be the duty of the Secretary / President to call Special General body Meeting of the Apartment Owners as directed by a resolution of the Executive Committee or upon a representation signed by majority of the owners and having been presented to the secretary or at the request of the Housing Commissioner, or as may be, the registrar or any officer duly authorised by him in his behalf. The notice of any Special General Body Meeting shall state the time and place of such meeting and purpose thereof. No other business shall be transacted at a Special General Body Meeting except as stated in the notice, without the consent of four-fifth of the members in person.

16. NOTICE OF MEETINGS:

It shall be the duty of the Secretary to display on notice board or send a notice of each Annual or Special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each member at least 21 days prior to such meeting. The mailing or sending or displaying of the notice in the manner provided in this bye-law shall be considered as notice served. Notices of all meetings shall be mailed or sent to the Housing Commissioner, or as the case may be, to the Registrar.

17. ADJOURNED MEETINGS:

If any meeting of owners / General Body / Special meeting cannot be organised because of want of quorum the members who are present may adjourn the meeting to a time and date not less than forty eight hours from the time of General Body meeting or special meeting the original meeting was called. If at such an adjourned meeting also no quorum is present, the members in person being not less than eight shall form a quorum.

18. ORDER:

The order of business at all meetings of the members shall be as follows:

- a) Roll call/attendance duly recorded
- b) Proof of notice of meeting or waiver or notice.
- c) Reading of notice and minutes of proceedings meetings.
- d) Approval of accounts
- e) Reports of officers
- f) Report of the Housing Commissioner or Registrar or of the Officer duly authorised by them, if present
- g) Report of Committee
- h) Election of office bearers and Executive Committee members once a year.
- i) New business or any other points with the permission of chair.

CHAPTER – IV

EXECUTIVE COMMITTEE OF MANAGEMENT

19. MANAGEMENT OF ASSOCIATION:

The affairs of the Association shall be governed by the Executive Committee through the office bearers.

20. POWERS AND DUTIES OF THE EXECUTIVE COMMITTEE:

The Executive Committee shall have the powers and duties necessary for the administration of the affairs of the association and may do all such acts, deeds and things as are by law or by these bye-laws directed to be exercised and done by the members, in the general body meeting. In the event of any vacancy arising in the committee during the course of the term, the committee shall be entitled to co-opt any other member for the remaining portion of the term, provided that not more than two members can be co-opted during any one term. In the event of vacancy arising by more than two then a special body meeting shall be summoned by the committee only for the purpose to fill the vacancy.

21. OTHER DUTIES:

In addition to duties imposed by these bye-laws or by resolution of the association, the Executive Committee shall be responsible for the following, that is to say:

- a) Care, upkeep, surveillance and maintenance and other services of the **Mahaveer Tuscan Apartment Owners' Association** and the common areas, utilities and facilities.
- b) Opening and operating Bank account or accounts.
- c) Employment, Designation, remuneration and dismissal of the personnel, necessary for the maintenance of the common areas, utilities and facilities, and the **Mahaveer Tuscan Apartment Owners' Association**.
- d) To provide for the manner in which the audit of accounts of the Association shall be carried out.
- e) To inspect the accounts kept by the Treasurer, and examine the registers and account books and to take steps for the recovery of all sums due to the Association.
- f) To see that cash book is written up promptly and is signed by one of the members of the Executive Committee authorised in this behalf.
- g) To hear and deal with complaints.
- h) The Secretary of the Association on receipt of any complaints about the maintenance of the property of the Association or on his on motion, shall inspect the property from time to time and make the report to the committee bringing out the repairs if any consider necessary. The Committee shall consider the report and decide on carrying out the necessary repairs.

22. MANAGER / CARETAKER:

The Executive Committee may employ for the condominium a manager / caretaker or other staff at a compensation determined by the Executive Committee to perform such duties and services as the Executives Committee shall authorise including but not limited to the duties listed in bye-laws 20. At any regular or special meeting of the Executive Committee duly called, any one or more of the manager / other staff may be removed with our without cause, by a majority of the members of the Executive Committee of Management and a successor may then and thereby elected / appointed to fill the vacancy thus created. Any manager / other staff whose removal has been proposed, is to be heard at the meeting. The manager has the authority to enforce the rules of the Association and may take necessary steps to enforce the same. A fine may also be levied by the manager for any such violation as decided by the Executive Committee.

23. ELECTION AND TERM OF OFFICE:

The term of office, of the Executive Committee elected at any Annual General Body meeting shall be for one year. The Executive Committee shall hold office until their successors are elected. The Executive Committee shall consist of 20 members, including office bearers, to be elected among members and shall consist of at least one member from each of the three blocks. Any person desirous of being elected to the managing committee shall hand over his nomination in writing to the Secretary at least seven clear days prior to the date of the General Body Meeting.

24. VACANCIES IN THE COMMITTEE:

Vacancies caused by any reason shall be filled in by co-option at managing committee meetings till next election.

25. REMOVAL OF MEMBER:

Any Executive Committee member who is a defaulter in paying maintenance charges for a period of 60 days or absent for three consecutive meetings of the Executive Committee without leave of absence, shall be liable to be removed at the next Executive Committee meeting. At any regular or special General Body Meetings duly called, one or more of the Executive Committee members may be removed with or without cause by a majority of the apartment owners and the successor may then and there be co-opted to fill the vacancy thus created. Any such member whose removal has been proposed by the members shall be given an opportunity to be heard at the meeting.

26. FIRST EXECTUIVE COMMITTEE MEETING:

The first meeting of a newly elected Executive Committee shall be held within ten days of election at such place as shall be fixed by the members of the Executive Committee at the meeting at which such members were elected and no separate notice shall be necessary to the newly elected members for the first meeting.

27. REGULAR EXECUTIVE COMMITTEE MEETING:

Regular meeting of the Executive Committee may be held at such time and place as shall be determined from time to time and such meeting shall be held at least once a month. Notice of regular meetings of the Executive Committee shall be given to each member personally or telephonically at least three days prior to the day fixed for such meeting. Monthly accounts should be prepared and presented in each meeting by the treasurer and accounts should be approved by EC by proposing by one member and supporting by another member.

28. MEETINGS BY CIRCULATIONS:

In emergent cases, the President by circulating a notice on subjects and decisions to be taken, to each Executive Committee member, may obtain the consent or view of each member. The decision of the majority shall be adopted on such emergent meeting.

29. QUORUM:

At all meetings of the Executive Committee, minimum of 10 members shall constitute a quorum for the transaction of business. If there is no quorum, the meetings shall stand adjourned to the same time and place on the following day.

30. SURETY:

The Executive Committee shall require that all employees of the condominium handling or responsible for Association shall furnish adequate security and surety.

31. INDEMNITY:

Any member or office bearer or servant of the Association shall have indemnity against all liability arising out of the acts and things done by him in performance of the duties entrusted, by way of damages or otherwise and all losses, costs, charges and expenses which he may incur or become liable by reason of any act or deed done by him as such member, officer or servant in any way or about the discharge of his duties, fraud and misuse excepted. All his services and actions are provided voluntarily to the Association at his own risk and responsibility, the good faith and trust in the true spirit of service for a public cause and consequently the Association shall not be liable for any liability out of such acts of omission or commission of its members and others in their official or personal or professional capacities or in whatsoever manner explained or otherwise.

CHAPTER – V

OFFICERS

32. DESIGNATIONS:

The principal officers of the association shall be a President, Vice-President, Secretary, Treasurer, Joint Secretary and Joint Treasurer all of whom shall hold the office at the pleasure of the Executive Committee.

33. ELECTION OF OFFICERS:

The officers of the Association shall be elected annually by the General body.

34. REMOVAL OF OFFICERS:

- a) Upon an affirmative vote by majority of the members of the Executive Committee any officer may be removed, either with or without cause, and his successors co-opted at any regular meeting of the Executive Committee or at any special meeting of the Executive Committee or at any special meeting of the Executive Committee called for such purpose.
- b) If any member of the managing committee is found to have been involved in any criminal activity, fraud, act causing injury / loss/damage to any person/ property or has been imprisoned for violation of any law or has pending dues more than two months to the association his / her membership to the managing committee will automatically stand terminated on the date in which such act / event comes to the knowledge of the managing committee.

35. PRESIDENT:

The President shall be the Chief Executive Officer of the Association who shall preside over all meetings of the Executive Committee of Association. The President shall have all the general powers and duties which are usually vested in that office, including but not limited to the power to appoint committee from among the members from time to time, as he may in his discretion decide to be appropriate, and to assist in the conduct of the affairs of the Association.

36. VICE-PRESIDENT:

The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Executive Committee to act so on an interim

basis. The Vice-President shall also perform such other duties as may be imposed from time to time upon him by the Executive Committee.

37. SECRETARY:

The Secretary shall record and maintain the minutes of all meetings of the Executive Committee and minutes of all meetings of the Association. He/she shall have the complete charge of such books and papers as the Executive Committee may direct, and he/she shall, in general, perform the entire duties incidental to the office of the Secretary.

38. TREASURER:

The Treasurer shall be responsible for Association funds and securities and shall also be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for depositing all sums and other valuable effects, in the name and to the credit of the Association, in such depositories as may from time to time be designated by the Executive Committee.

39. JOINT SECRETARY:

The Jt. Secretary shall take the place of the Secretary and perform his duties whenever the Secretary shall be absent or unable to act. The Jt. Secretary shall also perform such other duties as may be imposed from time to time upon him by the Executive Committee

40. JOINT TREASURER:

The Jt. Treasurer will assist Treasurer in all his duties and responsibilities and will act as Treasurer in the matter of exigency. The Jt. Treasurer shall also perform such other duties as may be imposed from time to time upon him by the Executive Committee

41. BLOCK REPRESENTATIVES:

The Block Representatives will take care of activities specific to their blocks. The Block Representative shall be the first point of contact in case of inter flat disputes, data collection etc. The Block Representatives shall also perform such other duties as may be imposed from time to time upon him by the Executive Committee.

CHAPTER – VI

FUNDS AND THEIR INVESTMENTS

42. FUNDS:

Funds may be raised by the Association in all or any of the following ways, viz.,

- a) By contribution and donations from the members
- b) From common profits which shall form the nucleus of the Reserve funds
- c) By raising loans, if necessary, subject to such terms and conditions as the Association may impose, with the approval of the competent authority.

43. INVESTMENTS:

The association may invest or deposit its funds in one or more of the following:

- a) In the Central Co-operative Bank or in the State Co-operative Bank; or
- b) In any of the securities specified in section 20 of the Indian Trust Act, 1822;
or
- c) In any co-operative Bank other than those referred to in Clause (1) of this bye-law; or in any banking company approved for this purpose by the Association

44. AFFILIATION:

Should there be any Federation of Apartment owners in Bangalore in which the condominium of **Mahaveer Tuscan Apartment Owners' Association** is situated the Association may, after consulting the competent authority, become a member thereof, and pay the sums from time to time payable to such federation under the rules thereof.

45. ACCOUNTS:

- a) A bank account shall be opened by the Association into which all moneys received on behalf of the condominium shall be deposited provided that the Treasurer may retain in his personal custody and amount not exceeding Rs. 5000/- for petty expenses. All payments of above Rs. 1000/- shall be made by cheques, duly signed jointly by the President or Secretary, and Treasurer.
- b) The accounts for each Member shall be recorder appropriately with respect to contributions towards common expenses and his share of assessment and to other dues, if any, in respect of his apartment.
- c) The Association shall on or before 31st July, in each year publish an audited annual financial statement as on 31st March in respect of the common areas and facilities containing:
 - 1. The profit and loss accounts
 - 2. The receipt and property and assets and liabilities of the common areas and facilities of the association giving such particulars as will disclose the general nature of these liabilities and assets and how the value of fixed assets has been arrived at.
- d) The audited financial statement shall be open to inspection by any member of the Association during the office hours and in the office of the authority not later than 15th of August every year.

- e) Every financial statement shall be accompanied by a complete list of the apartment owners. The financial statement shall state up to what date profits and expenses of common areas are included.

46. PUBLICATION OF ACCOUNTS AND REPORTS:

A copy of the last financial statement and of the reports of the auditor, if any, shall be kept in a conspicuous place in the office of the Association

47. APPOINTMENT OF AUDITORS:

The association, at it's General Body Meeting, shall appoint an independent chartered Accountant who should not be a member of Mahaveer Tuscan Apartment Owners' Association as an Auditor who shall audit the accounts of the Association to be prepared by the Management committee as here-in. before provided, and shall examine the Annual Return and verify the same with accounts relating there to and shall either sign the same as found by him to be correct, duly vouched and in accordance with law and specially report to the association in what respect he find it incorrect, without voucher or not in accordance with the law.

a. INTERNAL AUDITOR:

The Association in its Annual General Meeting shall elect an Internal Auditor among the members / owners. The Internal Auditor shall attend EC meetings and advise the EC from time to time on the legalities and accounting procedure, etc. and shall assist the EC in auditing the accounts by Chartered Accountant. The Internal Auditor shall not be a member of the Management Committee.

48. POWER OF AUDITOR:

a. AUDITOR:

The auditor shall be entitles to call for the examination of an papers or documents belonging to the association

b. INTERNAL AUDITOR:

The Internal Auditor shall work as an overseer of the financial operation and account maintenance, as well as implementation of the General Body and Management committee Resolutions and report to the General Body.

CHAPTER – VII

MORTGAGES

49. NOTICE TO ASSOCIATION:

- a) An owner who mortgages his unit, shall notify the association through the Secretary of the Management Committee, the name and the address of the party to whom the unit has been mortgaged and the Secretary shall maintain all such information in a book entitled “Mortgages of Units”
- b) An apartment Owner shall notify to the Association of his intention before he concludes a Sale, Lease or Mortgage Agreement in respect of his apartment and in such case he shall pay all the unpaid assessment maintenance charges of the Association including interest, if any, on such outstanding balance.

50. NOTICE OF UNPAID ASSESSMENTS:

The Association shall request for any unpaid assessment from the owner of such unit at the time of mortgage of the unit.

CHAPTER – VIII

SEAL OF THE ASSOCIATION

51. COMMON SEAL:

The Association shall have a common seal, which shall be in custody of the Secretary and shall be used only under the authority of the Resolution of the Management Committee and every Deed of Instrument of *which the seal is affixed shall be attested, for and on behalf of the association*, by two members of the Management Committee and secretary or any other person authorised by the Association in that behalf and chronological record of use of the seal shall be maintained in a register kept for the purpose.

CHAPTER –IX

REGULATIONS, RULES AND ADMINISTRATIVE PROCEDURE

52. REGULATIONS, RULES AND ADMINISTRATIVE PROCEDURE:

The Association shall frame rules, regulations and procedures, for the administration of **Mahaveer Tuscan Apartment** Building, its common areas, and facilities as well as frame guidelines of restrictions and measures designed to prevent the unreasonable and improper use of facilities and common areas which will interface with the peaceful occupation of units by respective Owners/Residents conducive to day to day living environment. Such measures/restrictions shall be implemented within a reasonable time. These rules, regulations and procedures shall be adopted by the General Body. The rules, regulations and administrative procedures may be amended and / or

supplemented by the General Body with 30% of Owners / members present and voting at the General Body Meeting.

CHAPTER – X

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

53. AMENDMENTS OF BYE-LAWS:

These bye-laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at-least 30% of owners/members of the units as shown in the declaration or as may be applicable from time to time, by amendments to the declarations or otherwise.

CHAPTER – XI

OBLIGATION OF THE APARTMENT OWNERS

54. ASSESSMENT:

All members are obliged to pay quarterly assessments imposed by the Association to meet all expenses relating to the rules of **Mahaveer Tuscan Apartment Owners' Association** which may include an insurance premium or policy to cover repair and reconstruction work in case of hurricanes, fire, earthquakes or other hazards or calamity. The assessment of the unit shall include quarterly payments to a General Operating Reserve and Reserve fund for replacement.

55. MAINTANANCE AND REPAIR:

- a) Every member must perform promptly, all maintenance and repair work within his own unit which if, committed or omitted would affect the interests of other members of condominium of **Mahaveer Tuscan Apartment Owners' Association** and is expressly responsible for the damages and liabilities that his failure to do so may endanger.
- b) All the repairs of internal installations of the unit such as water, light, gas, power, swage, telephone, air conditions, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit area shall be at the expense of the apartment owner concerned.
- c) A member shall reimburse the Association for any expenditure incurred in repairing or replacing any common area and facility damaged through his fault.

56. USE OF FAMIY UNITS –INTERNAL CHANGES:

- a) All units shall be utilised for residential purpose only unless otherwise decided by the General Body meetings.

- b) A member shall not make any structural modification without notifying the Association in writing through the President of the Executive Committee if no manager is employed. The Association shall have the obligation to answer within 10 days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification, alteration or installation.

57. USE OF COMMON AREAS AND FACILITIES & RESTRICTED COMMON AREAS AND FACILITIES:

A member shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas of **Mahaveer Tuscan Apartment** any furniture, packages, objects of any kind. Such area shall be used for no other purpose than for normal transit through them.

The manager has the authority to enforce these rules and may remove any such furniture, packages, and objects of any kind. A fine may be levied by the manager for any such violation as decided by the Executive Committee.

Mahaveer Tuscan Apartment may have elevators, both devoted to the transportation of the owners and their guests and for freight services or auxiliary purpose.

58. RIGHT TO ENTRY:

A member shall grant the right of entry to the Manager or to any other person authorised by the Executive Committee of Management in case of any emergency, originating in or threatening his unit whether the member is present at the time or not. A member shall permit other members, or their representatives, when so required entry to his unit for the purpose of performing installations, alterations or repairs to the mechanicals or electrical services, provided that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediately permitted.

59. RULES OF CONDUCT:

- a) No resident of Mahaveer Tuscan Apartment shall paste any advertisement, or posters of any kind on the building except as authorised by the Association.
- b) Residents shall exercise extreme care about making noise or the use of the musical instruments, radios, television and amplifiers that may disturb others. Residents keeping domestic animals shall abide by the Municipal sanitary by-laws or regulation.

It is prohibited hang garments, rugs etc., from windows balconies or from any of the facades in front of Mahaveer Tuscan Apartment.

It is prohibited to dust rugs, etc., from the windows balconies or from any of the facades or to clean rugs etc., by beating on the interior part of the said Mahaveer Tuscan Apartment.

It is prohibited to throw garbage to trash outside the disposal installations provided for such purposes in the service areas. If such installation is not provided all garbage or trash shall be collected in a vessel and thrown in the municipal dustbin.

No owner, resident or lessee shall install channel for electrical or telephone installation, television antenna, machines or air conditioning units etc., on the exterior of Mahaveer Tuscan Apartment or that protrudes through the walls except as authorised by the association.

60. OBLIGATIONS OF APARTMENT OWNERS:

- a) All members shall comply with the by-laws and rules of the Association and hand over to the Secretary a signed form of declaration, in the format given below:-
"I hereby declare that I shall comply strictly with the covenants, conditions and restrictions made by the Association, and as set forth in the by-laws and rules of the Association and modifications thereof."
- b) In the event of a member selling his apartment, it shall be the responsibility of the member concerned to obtain and hand over to the Secretary a similar declaration according to the format given in item 13 a from the purchaser of the apartment.
The member selling the apartment shall also ensure that he clears all the dues to the Association and shall also obtain 'a no due certificate' from the association before handing over the possession of the apartment to the purchaser.
- c) In the event of any member leasing out his apartment or any portion thereof, it shall be the responsibility of the member concerned to obtain and hand over to the Secretary a similar declaration according to the format given in the item 13 a from the lessee or the occupant of the apartment.
In the event of the lease or tenancy being terminated, the member shall ensure that the person resident in the apartment clear all his dues to the association and shall obtain a 'no due certificate' from the association before vacating the apartment and leaving the premises.
- d) In any event, it shall be the responsibility of the member concerned to ensure that the lessee or the occupants of his apartment conform to all the by-laws and rules of the Association.
Notwithstanding the above, the Committee shall be entitled to enforce any or all of the restrictions and rules directly against the tenants or occupants.
- e) It shall be the responsibility of every owner to ensure directly or through the resident of the flat owned by him that the quarterly subscription and any other dues decided upon by the Managing Committee / General Body from time to time are paid in full and on time.
- f) Payments shall be made quarterly so as to reach the Managing Committee on or before the 5th of the first month in a collection quarter. The Executive Committee

- may announce incentives to owners for bulk payment of maintenance amount e.g. half-yearly or yearly.
- g) In case of delayed payment, the owner/tenant concerned shall be liable to pay as penalty a sum of Rs.500/- per month or such sum as decided by committee from time to time.
In case of there being arrears of subscription for a consecutive period of 3 months the member in default will not be entitled to vote at the meeting of the managing committee or any other general meeting till such arrears are cleared. In addition to this, the owner and tenants would not be allowed to use common facilities provided by the Association e.g. swimming pool, sauna, community hall, library etc. Pending dues can also lead to disconnection of water and electricity connection of the flat.
 - h) If, in the opinion of the Managing Committee, the payment is delayed beyond a reasonable length of time, the Association shall have the right to enforce such payment, if necessary through the court or by taking suitable legal action.
 - i) In case where any member allows his apartment to be occupied by a lessee or a licensee or care taker or others, the terms under which such an occupier has been allowed shall be lodged with the committee and such terms shall in all cases provide for regular payments of the maintenance charges by such occupants in same manner and to the same extent as the member himself is liable and shall also contain undertaking by such person to abide by and to be bound by these by-laws and all rules under.
 - j) Adequate priority should be given for water conservation and water harvesting. Cleaning of vehicles should be done using buckets & not through pipes.
 - k) No resident is allowed to engage any electrician to carry out any repairs to the EB main Board without getting the permission from Managing Committee. Further no resident should use common electricity for private purpose.
 - l) Residents should not feed and encourage breeding of stray animals and birds within building premises. Any member found so will have to ensure correction of such act. Additionally, a suitable penalty for defaulter may be fixed by the Executive Committee.

61. RIGHT OF ENTRY/ALTERATIONS/ADDITIONS:

- a) An owner shall grant the right of entry to the Manager, or to any other person authorized by the Association, in case of any emergency originating in or threatening his apartment, whether the owner is present at the time or not.
- b) An owner shall permit other owners, or their representatives when so required, to enter his apartment for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.
- c) An owner shall not without the prior permission of the Committee in writing, make any major additions to or subtracted alterations in his apartment which may threaten the existing structure of the building as a whole.

- d) An owner shall not add any projections to his flat outside the floor area of the flat e.g. grills, windows, cloth hanging structures etc. In case of any violations, the Association shall serve a notice to the owner. The owner should rectify the violations at his cost, failing to do so in the specified time frame will attract penalties as decided by the association. Payment of penalty does not allow the owner to keep the violating structure. The Association has the right to remove the violating structure and charge the cost to the owner.
- e) An owner shall not add any construction to his flat within the balcony area e.g. additional masonry structures, additional aluminium fabrication or additional glass structures etc. In case of any violations, the Association shall serve a notice to the owner. The owner should rectify the violations at his cost, failing to do so in the specified time frame will attract penalties as decided by the association. Payment of penalty does not allow the owner to keep the violating structure. The Association has the right to remove the violating structure and charge the cost to the owner.
- f) The member, desirous of making any additions to or alterations in his apartment in clause (c), shall make an application to the Secretary of the association, giving all the required particulars. Further the Committee as per rules laid down by the association shall give or refuse to give permission in this regard.
- g) For facilitating discharge of functions mentioned under the by-laws by the Committee, every member shall allow the Secretary of the association, accompanied by any other member of the committee, to enter upon his flat to examine its condition for ascertaining the repairs, if any, necessary. The Secretary of the association shall make a report to the committee, indicating herein the particulars of the repairs to be carried out by the association at its cost and those by the members at their cost.
- h) On receipt of such report, the committee shall ascertain the cost involved in the repairs, which are required to be carried out by the association, at its cost as provided under the by-laws and cause the notice to be served on the member of such period as the committee thinks adequate, of its intention to carry out the repairs and thereupon the member concerned shall allow the workmen engaged by the association directly or through its architect, access to his flat for carrying out the repairs. If the member concerned fails to give access to his flat, without any reasonable and convincing reasons, the secretary of the association shall have the authority to enter upon the flat and carryout the work under the supervision of the member of the committee, duly authorized by it in that behalf or the architect appointed by the association.
- i) In respect of the repairs to be carried out by the member at his cost, the committee shall cause the notice to be served on the member, indicating therein, the particulars of repairs necessary to his flat and calling upon him to carry out the repairs to his flat to the satisfaction of the committee, at his cost, within such period as the committee may allow. On his failure to comply with the notice, the Secretary of the association or the architect appointed by the association shall have the authority to enter upon the flat and cause the repairs to be carried out after giving due notice to the member concerned. The amount spent by the association on such repairs shall be recoverable from the member concerned.

- j) No member, without the previous permission of the committee, in writing, shall stock or store any kind of goods or materials, which are combustible, obnoxious or other goods or materials, for the storing of which requires permit / sanction of the competent authority under any law relating thereto.
- k) Mahaveer Tuscan Apartment is a residential building consisting of 280 Apartments, owners of which have formed the MAHAVEER Tuscan APARTMENT OWNERS ASSOCIATION. The owners are bound by the by-laws of the Association, of which they are all members.
- l) For harmonious living in a close-knit society, as in apartment building, it is necessary to have certain rules governing the general administration and upkeep of the building, as well as to clearly set out the responsibilities of the residents. The Managing Committee of the Association has therefore prepared this document for the benefit of and compliance by all residents of MAHAVEER TUSCAN APARTMENTS.
- m) These rules have been evolved and formulated on the basis of experience gained of living in MAHAVEER TUSCAN APARTMENTS, as well as the experience of other well-organized building associations. In addition, extensive guidance has been taken from the Karnataka Apartment Ownership Act, 1972 the Karnataka Apartment Ownership Rules, 1974. Finally, expert legal opinion as been taken to ensure the relevance and thoroughness of the by-laws and rules. However, further experience may make it necessary to add to or amend these from time to time.
- n) The purpose of this document is to provide a readily available permanent record of such rules, as well as other relevant information, to which residents may conveniently refer. Each apartment is being provided one copy. An additional copy is being sent to all non-resident owners. From time to time, numbered circulars will be issued regarding additions or amendments to the rules. It is suggested that these be kept in a common file along with this basic document for ready reference. Unnumbered circulars, containing instructions or advice of a temporary nature may be kept separately. Residents are requested to carefully read this document, as well as future circulars on this subject, and also bring the relevant portions to the attention of their family members, visitors and domestic help. This will help to ensure uniform compliance by all concerned.
- o) Every Owner/Resident shall ensure that the staff employed by him/her/them for household chores or driving etc bear good character and shall be responsible and liable for their behaviour and actions while in his/her/their service. Staff employed by the residents must be registered with the Administrative office with passport photo and details before an Entry Pass FOR STAFF is issued to them. This must be shown at the security gate for entry into the premises. Every Owner shall furnish relevant particulars of any person/persons other than the Owners themselves in occupation of his/her/their Apartment as may be required by the Executive Committee. Owners/Residents, or any person connected with him/her/them, shall NOT cause any damage, whatsoever, to any asset of the Association. In the event of so doing, the full cost of repairing such damage shall be borne by the Owner/Resident.
- p) No resident is permitted to change the colour scheme of the apartment by changing the colour scheme of their open balconies, including the inner walls of

balconies, which are visible part of façade. In case of such deviations, the owner is expected to restore the original colour scheme at his/her cost. Additionally, a suitable penalty for defaulter may be fixed by the Executive Committee.

- q) Any penalty levied on the Association due to the violations of individual flats would be charged to the erring individual flat(s) as a penalty. The assessment shall be made by the Executive Committee.

62. GOOD NEIGHBOURLINESS:

- a) The primary objectives of the Association are to maintain the physical environment of MAHAVEER TUSCAN apartment at a level that makes it one of the finest in Bangalore, and the social environment in a manner that is marked by goodwill, Consideration, mutual co-operation and harmony among all residents.
- b) Living in an apartment building is like living in a close community, much more so than living in independent houses. The residents share many facilities and services. Action or inaction on the part of one affects the others. Even unintentional carelessness or thoughtlessness can sometimes cause an intrusion upon the convenience and comfort of other residents. A certain amount of adjustment in one's lifestyle is therefore necessary in the overall interest. One cannot expect, nor have total freedoms of action or freedom from encroachment from others as is possible in an independent house.
- c) The basis of effective community living is a sense of fellow feeling, mutual consideration and good neighbourliness. While a formal code of conduct is necessary, residents are requested to treat the rules as guidelines to which they conform voluntarily and willingly, in the spirit of self-regulation.
- d) Residents shall ensure that their servants/domestic helpers/workers do not utilise the common areas/common facilities/common conveniences in the building for any purpose including cooking/sleeping/bathing/washing clothes or for any other reason whatsoever.

63. USE OF APARTMENT:

The apartments are meant for residential purposes only. No business actively is permissible. No resident shall alter, change or in any way interfere with the existing construction of the apartment occupied by him/her inside or outside, without the concurrence of the owner concerned, who in turn, shall obtain the prior written approval of the Managing Committee and signing of declaration.

64. COMMON AREAS:

The common areas shall comprise the Association office, driveways, basement and rooms for the water pumps, power distribution, garden and transformer enclosure on the ground floor, all staircases and landings at each floor, lobbies on each floor, the terrace, lifts, lift-wells and machine rooms; servants toilet and bathroom on the ground floor, and generally all areas except those which are within the boundaries of the individual apartments.

Common areas shall not be used for keeping or storing furniture, packages, potted plants, toys or personal effects of any description, even on a temporary basis. The Association has the right to dispose of such articles that violate this rule. The Association may serve a common notice before disposing such articles.

No resident shall erect, put up or display any sign boards, posters, or advertising material of any kind in or on the building. However, the use of a personal name plate on the front door of the apartment shall be permitted.

Common areas shall not be used for carrying out personal work e.g., carpentry, painting, upholstery repairs to appliances, clearing of rugs, drying clothes, sunning of foodstuff etc., even for a limited period of time.

The terrace may be used for the drying of heavy items, such as carpets, blankets, etc., which is done infrequently, though entirely at the owner's risk. However, it shall not be used for storage of goods belonging to residents or for disposing of junk and unwanted items.

The terrace and other common areas shall be available for functions organized by the Managing Committee and in case of private functions, only after approval and payment of the applicable charges as laid down by the committee.

Common areas shall not be used as a personal sit-out or as play area for children, except for the areas specifically designated for this purpose in the Garden and basement. Cycling, skating or playing in the corridors and lobbies inside the building is strictly prohibited.

No resident shall install television antennae, machines wiring for electrical or telephone installation etc., on the exterior of the building or in such a manner that these protrude through the walls or the roof of the building except as authorised by the Association.

No cooking is allowed at the terrace, in the open space and campus.

The members must not serve alcoholic drinks during the parties arranged by them.

No construction, thatched shed is permitted in terrace or common area. The terrace and other common areas are not to be used for religious or political functions.

Owners/residents are not permitted to use any portion of the common areas, corridors, terraces and open area of Tuscan Apartment Complex for holding marriages or social functions. The Owners/residents are encouraged to use the Clubhouse multi purpose hall to host parties and for other functions as per the regulations and rules set aside for use of such premises.

The manager has the authority to enforce these rules and may take necessary steps to enforce the same. A fine may also be levied by the manager for any such violation as decided by the Executive Committee.

65. VEHICLE PARKING:

Residents shall park their vehicles only in their garage/parking space specifically assigned to them. The use of the garage/parking space for any other purpose shall be subject to the approval of the committee.

Residents shall ensure that no vehicles shall be brought in by the visitors and that no vehicles shall be parked in the garage/parking spaces specifically assigned to the respective residents.

Guest parking will be used in a first come first serve basis. Overnight parking may be chargeable to the host as decided by the Association. Guest parking slots may be rented out to residents on a monthly basis, on a first come first serve basis with an upper limit to the number of slots being rented out on a monthly basis. The decision on refusing guest parking lies with the Association.

Residents shall drive vehicles in the premises slowly and with extreme caution to avoid injuries to personnel - especially children - and damage to property. The maximum speed limit is 10 km/h.

As a consideration to others, residents shall ensure that:

1. Horns or reversing / musical horns are not used and that loud music is not played in the vehicles.
2. Vehicles are not parked in front of the lobby in the driveway except in the designated car parking spaces.
3. Residents shall ensure that their family members, visitors, and drivers cause no wilful or inadvertent damage to vehicles in the car park.
4. Vehicles are parked in the car park at the sole risk of the owner. The Association or its Managing Committee shall bear no responsibility for any loss or damage due to any reason whatsoever. The watchmen on duty are made responsible for the security and safety of the building as a whole and cannot possibly look after each and every vehicle parked in the car parking areas.
5. Parking of Commercial vehicles in the premises is strictly prohibited.
6. The premises shall not be used for driving practice or learning. Underage children are prohibited from driving two and four wheelers in the premises.

7. In case an owner allows the use of his garage / open parking space to another resident, this agreement shall be conveyed to the Secretary in writing by the owner. It should be noted that owner cannot allow an outsider to park the vehicle in his/her parking space. Only on secretary approval can the owner allow another resident to use the parking space.

A fine may also be levied by the manager for any such violation as decided by the Executive Committee.

66. UPKEEP AND CLEANLINESS:

Residents shall ensure that the walls, floors and ceilings in the common areas and the outer surface of the building are not damaged, disfigured, soiled or painted. In the event of such damage and / or disfigurement-taking place, even inadvertently, the concerned resident shall be liable to pay to the Association the cost of cleaning and restoration of the area to its original state.

Residents shall take care that no damage is caused to the common property of the Association. In the event of such damage taking place, the cost of rectification or replacement shall be recovered from the concerned resident.

Residents shall ensure that potted plants are not kept on ledges outside the balcony railings and common area in view of risk of their falling and resulting in injury to others or damage to common property. Potted plants in apartment should also be maintained in a manner that they do not result in any mud stains on the outer walls or water falling into the common areas or the apartments below.

Residents shall keep the garbage for removal in the designated waste bins alone and nowhere else. It shall be the responsibility of the residents to ensure that their house maids dispose off their garbage in the designated waste bins alone.

Residents shall ensure that the building or common areas are not littered or made dirty by throwing waste, cigarette / beedi, butts, match sticks, or any other litter whatsoever. Such items shall also not be thrown out of windows, doors, and balconies of apartments. Similarly, carpets, rugs, etc., shall not be dusted out of apartments onto any common areas.

Down pipes for carrying drain water and sewerage are connected to the kitchen and bathrooms in each apartment.

Residents shall ensure that they do not carry out any activity or dispose of any item that may block or damage such down pipes.

Residents shall ensure that they do not smoke, spit in common areas. While the Association has arranged for the regular cleaning of all common areas, including the servants' toilets and bathroom, residents are requested to assist in this process

concerned. In all such matters, residents shall be responsible for the actions of their family members, visitors, servants and other domestic help.

Residents are advised not to throw kitchen waste from their balconies & Windows. Residents are also advised to restrain from letting out soap water into the driveways and common areas. It is recommended to wash windows and toilet glass panes without damaging or soiling the exterior of the building.

67. DRYING CLOTHES, FOOD ITEMS & HOUSE ARTICLES:

Drying of clothes and personal effects (including Food Items & House hold articles) in common areas and terrace is strictly prohibited.

Residents shall not attach clothes - lines to columns, pillars or any part of the building outside their respective apartments.

Residents will have to make use of areas within their flat floor space to dry their laundry.

68. NOISE / DISTURBANCE:

Residents shall not engage in, indulge, carry or cause to be done any activity, which may interfere with the peaceful enjoyment and occupation of the apartments, by other residents.

Residents shall not cause disturbance of any nature, including loud music, noisy parties' etc., or to carry on such activities as would result in causing annoyance or disturbance of any of the other residents.

Except for any functions specifically organized by the Association, residents shall not use the common areas for any form of celebration or to play with colours or to set off fireworks.

Residents shall exercise extreme care about making noises, or the use of musical instruments, radios, television and amplifiers that may disturb others. The beating of clothes while washing, pounding, stone grinding and running heavy machinery is prohibited. Honking of vehicle horns and use of musical/reversal horns within the premises is strictly prohibited.

Residents are cautioned that excessive noise or disturbance comes under the category of public nuisance and may even draw the unwelcome attention of the appropriate law enforcement agency.

The daily periods between 2-00 PM and 4 PM as well as 10 PM onwards, shall be observed as "Quiet Hours", when no noise is permitted. Residents are requested to co-

operate by guiding the members of their household and especially children, in observing "Quiet Hours".

Workmen shall only be permitted to work in the building premises from 8-30 a.m. to 1-30 p.m. and from 2-30 p.m. to 7 p.m. as to avoid disturbance to residents. Workmen shall not be permitted to work in the building on Sundays and public holidays. This rule is not applicable to servants and other domestic help.

69. CHILDREN:

Residents shall ensure that their children play only in the designated play areas and, on the terrace the younger children in particular, are always under the care of a responsible person.

Playing in the lifts, on the staircase etc., is extremely dangerous and is not permitted.

Running, playing in the garden or the flowerbeds as well as plucking of flowers and leaves is not permitted.

Running, playing or making noise in the corridors and lobbies is not permitted as it causes disturbances to other residents.

Games involving the use of hard and soft balls which could damage cars, windows and could also cause bodily injuries shall not be permitted in the common areas such as lobbies, driveways, quadrangle, stairways, terraces, landing etc.

Outsiders shall not be permitted to use any of the facilities in the building MAHAVEER TUSCAN apartment.

70. PETS:

The Owners/Residents of the Apartments shall be allowed to house pets in their respective Apartments. The Owner/Resident shall ensure that such pets are kept clean and vaccinated wherever applicable. The Owner/Resident should also ensure that the movements of pets are done through the main staircase and the fire escape or through the lifts provided that the owner/handler of such pets maintains a tight leash over such pets so that there is no harm caused to any other person by such pets. In the case of pets spoiling the common areas, facilities etc., it is the responsibility of owner/handler to clean the area. In case of pets biting residents, the cost of treatment would be borne by the pet owner.

71. SECURITY:

Security & safety are very important aspects and all the members must co-operate in adhering the prescribed Rules. They must not think that their rights are restricted.

One or two security man will be engaged to look after the premises. The members must not take it serious if their guests are questioned or retained at the gate by the security. Let us permit him to do his duty.

The members must not utilise the service of the watchmen for any of their personal use. Please do not give any TIPS to the Security Personnel. Representatives of any outside firms will be permitted inside the premises only if there is a specific request from any particular member.

Only paper boy, Milkman, ironing Boy/Girl, Flower Seller, Lending library, LPG Cylinder delivery man are permitted to go to the individuals flat. They should not use the lift.

Canvassing for any product is not allowed.

The residents are hereby cautioned not to encourage any new vendors of any sort within the premises. Beggars must not be encouraged on any account.

The entrance gates will be normally locked between 10pm to 5am. And the keys will be with the watchman.

When Members go out with their family for short while, it is preferable to intimate the security. This will enable him to inform the visitors about their absence.

It is a request to the members to restrict the entry of visitors after 10Pm. under normal circumstances.

72. TENANTS:

If the flats are let out, the members are advised to execute a rental deed with the tenants. The tenants should use the flat only for residential purposes.

The by laws, Rules & regulations of the association will bind the tenants also.

The tenants should not sublet the flat to anybody for any purpose even for a short duration.

Occupying the flats by the friends or relatives in the absence of the tenant is not permitted.

If the tenant is not abiding the by laws, then a special general body meeting will be called for. The opinion of the other members will be heard and suitable decision will be taken. If majority of the members who attend the meeting feel that the tenancy should be terminated, the association will be recommend the owner to direct his tenant to vacate with immediate effect. Water and electricity supply will be disconnected.

73. SERVICED FLAT / COMPANY LEASE:

1. Those who are planning to let-out the flat for serviced apartment or company lease has to inform the association in advance and get written permission for the same after paying the fees decided upon by the Executive Committee.
2. The valid identification proofs, local police verification certificates, and other necessary documents (requested/decided by the association) of the care-taker have to be submitted to association.
3. The guest's details have to be submitted to the association before their arrival (details may include: photo-ID proof, date of arrival, duration of stay, etc).
4. The security has the rights to the restrict the entry of a guest on not receiving the details of the guests in advance or failing to produce the original ID proof on arrival
5. On extending the duration of the stay, the guest or the care taker has to inform the association about the extended stay duration
6. The Association may require residents of such flats to obtain ID cards from the office manager and would be required to keep this ID card on their person while they are in the apartment complex. The cost of such ID cards will have to be borne by the guest or flat owner. This ID would be validated for entry into the apartment complex and prior to common amenity usage.

74. RULES FOR GUESTS:

A guest is any person who is not a spouse, children of members or dependent parents of the members (or parents of spouse). Facility is only for a guest residing with or visiting a resident.

7. The Guest has to pay, the amount stipulated by the Executive Committee, per use for using the common amenities. The amount has to be paid to the Maintenance manager after signing the register, before use of the facility.
8. Guests need to be signed in by the member, for each use of the common amenities by the guest, in the guest register provided.
9. No outsiders are allowed to use the common amenities or participate in camps (e.g. summer camps, coaching camps, tuition classes, sales activity etc) or avail services (e.g. doctor services, lawyer services etc) within the apartment etc.
10. Members are responsible for damages/losses caused by their guests and are responsible for ensuring adherence by the guests to rules of governing the use of the common amenities

75. SWIMMING POOL RULES:

- 1) Anyone using the pool must take a shower in the change room shower before and after using the swimming pool. Anyone who has used the pool must dry themselves with their towels before leaving. This is to prevent wetting of common areas like staircase, lift and corridors on their way back from the pool.

- 2) Anyone using the pool must be dressed in correct nylon swim wear and within limits of decency.
- 3) Bring your towels and bathrobes to the pool area.
- 4) Swimming cap is compulsory for ladies, children and gents with long hair.
- 5) Do not use footwear on podium of swimming pool (raised area around pool).
- 6) Running, pushing, causing undue disturbance, or any conduct that may endanger the welfare of self or other patrons is prohibited.
- 7) Swimming pool will not be open overnight between 10:00 pm and 6:00 am.
- 8) Parents are responsible for the safety of their children in swimming pool. Children under 5 years of age or non-swimmers must be supervised by a responsible person, who is in the water and remains within arms reach of the child. Persons unable to pass a swim test must stay in water that is not over their shoulders.
- 9) Spitting, blowing of nose into the pool or onto deck, improper public displays of affection and profanity is prohibited
- 10) Diving into the pool is strictly prohibited.
- 11) Glass containers or breakable objects of any kind are not permitted in the pool area, restrooms, or outside deck.
- 12) No pets are permitted inside the pool area.
- 13) Please do not leave your belongings unattended. Do not bring valuables to the pool. You are responsible for safety of your own belongings.
- 14) Inflatable beach balls are allowed in the pool during non-crowded conditions and at the manager's discretion
- 15) Eating, drinking and smoking near or inside the pool area (on seating/viewing deck) is strictly prohibited. Drinking water alone is permitted.
- 16) No activities are permitted in the pool that could cause inconvenience or safety issues to other users.
- 17) Admission to the pool may be denied for any of the following reasons:
 - a. Intoxication.
 - b. Open sores, wounds, skin infections, and nasal or ear discharges.
 - c. Any condition or evidence, which in the opinion of the Manager, will jeopardize the health and safety of other users
- 18) Domestic help/attendants of children are not permitted inside the pool
- 19) Noise levels should be kept to a minimum when using the pool. Loud splashing, loud shouting and laughing should be avoided so that residents of nearby flats are not disturbed. The manager has the right to enforce a restriction on noise as he feels necessary based on the time of the day.
- 20) Photography in the pool area is prohibited unless approved by the manager and all the other users of the pool.
- 21) The manager may close the entire pool complex, or any portions of the pool complex for any safety or maintenance reason
- 22) The manager has the authority to deny entry if the user has pending dues to the association and on the basis of repeated violation of association rules
- 23) The manager has the authority to enforce these rules and may remove any patron who violates these rules from the pool

76. GYMNASIUM RULES:

1. Children below 12 years are not permitted inside the Gym.
2. Anyone using the gym should sign the register placed inside the gym before starting.
3. Ensure that you are familiar with the equipment that you intend to use.
4. Ensure your shoes are clean before entering the gym.
5. Carry a hand towel to clean the equipment after use. Please wipe out traces of sweat on handle grips etc.
6. Proper sports wear and sports shoes are mandatory. Wear appropriate clothing to avoid accidents and embarrassment.
7. Please switch off the electric equipments after use.
8. During peak hours please be considerate of other residents and limit use of treadmills, cycles etc to 20 minutes.
9. Use safety clips/belts etc while using machines if available.
10. Please do not change the settings of the machines permanently to suit your use. It will be decent to set the machine back for neutral setting, after use.
11. Replace dumbbells on the rack after use.
12. Silence in the Gym is to be maintained. Disturbance to other users in any manner is strictly prohibited. Talking on mobile phones is strictly prohibited.
13. Mobile phones should be kept of silence/vibration mode in the Gymnasium to avoid attracting other users' attention. Talking over phone inside the Gymnasium is prohibited.
14. Members will be liable for any damage of equipments and will be charged actual expense for restoration or replacement of equipment so damaged.
15. The manager has the authority to deny entry if the user has pending dues to the association and on the basis of repeated violation of association rules
16. The manager has the authority to enforce these rules and may remove any patron who violates these rules from the gym

77. OTHER COMMON AMENITIES RULES:

1. The Clubhouse multi purpose hall may be hired, subject to availability of the hall, for family events and the premises must be handed back without any damages. The hiring charges for the clubhouse multi purpose hall will be determined by the Executive Committee and communicated to all. Any cost of repairing or replacing damaged premises, exterior and interior; light fittings and furniture will be borne by the user. Electricity charges will be separate and will be based on calculations decided by the Executive Committee and will be metered from start to end of the clubhouse usage. The Executive Committee can charge a refundable security deposit against letting out of the various common amenities e.g. Clubhouse, Guest rooms etc.

2. All residents are governed by the rules framed by the Executive Committee for the use of common facilities (Clubhouse, Swimming pool, etc...). Such rules may be placed on notice boards
3. All visitors, visitor vehicles, public taxis and auto-rickshaws etc entering the premises will be allowed to enter and exit only through main gate, with proper identification and entry at the security gate and will be governed by the rules and regulations set up by office bearers.
4. Owners/Residents shall not engage any staff of the Board of Managers for any personal work.
5. Owners/Residents shall not use the Common Areas, including Limited Areas, for any purpose, which may hurt the sentiments, or feelings of any of the residents. The decision of the Board shall be final in any case of difference of opinion.
6. Owners/Residents shall not, under any circumstances, instruct, threaten, abuse, reprimand or assault any member of the staff employed by the Association and Board of Managers, but may report any misbehaviour, or neglect of duty by them to the Board of Members.
7. Noise levels should be kept to a minimum when using common facilities. Loud shouting and laughing should be avoided so that residents of nearby flats are not disturbed. The manager had the right to enforce a restriction on noise as he feels necessary based on the time of the day.
8. All Owners/Residents must ensure that common areas are kept clean and impress upon their children and employees the following:
 - a. Not to deface the common area walls.
 - b. Not to put garbage out in the common corridors but rather to observe the rules set for garbage disposal system by the building office.
 - c. Not to litter the common areas
9. Posting of messages on notice boards will be allowed after obtaining permission from the Secretary. The Executive Committee can decide the duration for which a message would be allowed to remain on the notice boards. The Executive Committee can charge a fee for posting messages on the notice board. This fee would need to be cleared before the notice is posted.
10. Usage of paid common amenities should be done only after obtaining the required written permission of the association. The manager has the authority to deny usage of common amenities if the user has pending dues to the association and on the basis of repeated violation of association rules

.....THE ABOVE BYE-LAWS OF MAHAVEER TUSCAN APARTMENT OWNERS ASSOCIATION AND MEMORANDUM OF ASSOCIATION STANDS APPROVED BY THE GENERAL BODY IN THE MEETING HELD ON IN THE PREMISES OF MAHAVEER TUSCAN

Signed and authorized for registration of the same with the Karnataka Societies Registration Act, 1960 and the rules framed there under.

Unanimously approved in the
General Body Meeting held at

To,

The Registrar of Societies,
Bangalore

Sir,

Sub:- Registration of Association.

We Desire to Form the Association under the Karnataka Societies Registration Act, 1960 for the purpose of mentioned in the Memorandum of Association.

We enclosed herewith the Memorandum of Association, Rules and Regulations of the Association.

Thanking you

1.	15.	Yours Faithfully
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MAHAVEER TUSCAN APARTMENT OWNERS ASSOCIATION

Sy.No.188 & 189, Basavanagar, Hoodi Village, K.R.Puram Hobli, Bangalore East Taluk, Bangalore-560048

PROCEEDINGS OF THE GENERAL BODY MEETING IN THE BANGALORE

HELD ON: _____ 2009

It was unanimously resolved in the General body meeting that the

MAHAVEER TUSCAN APARTMENT OWNERS ASSOCIATION

Shall be registered with the Registrar of Societies, Bangalore Urban Dist., Bangalore.

The **Secretary** of the Association is authorized to correspond with the

Registrar of Societies, Bangalore Urban Dist., Bangalore