

Chapter VI

Obligations of the Apartment Owners

39) Assessments :-

All owners are obliged to pay monthly assessments imposed by the Association of meet all the expenses relation to **"Tulip - B" Apartment/Condominium"** which may include insurance premium for policy to cover repair work and reconstruction work in case of hurricane, fire, earthquake or other hazards or calamity. The assessments shall be made pro-rate according to the value owned as stipulated in the declarations. Such assessments shall include monthly payments to a General Operation Reserve Fund and a Reserve Fund and a Reserve fund for replacement.

40) Maintenance and Repair:-

a) Every owner must perform promptly, all maintenance and repair work within his own unit, which if omitted would affect the **"Tulip -B" Apartment/Condominium"** in entirely or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may endanger.

b) All the repairs of internal installments of the unit such water, light, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamp all other accessories belonging to the unit area shall be at the expenses of the apartment owner concerned.

c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

41) Use of family unit internal changes:-

1) All units shall be utilized for residential purpose only.

2) An owner shall not make any structural modification or alteration in his unit or installation located therein without previously notifying the Association in writing, through the president of the Board if not manager is employed. The Association shall have the obligation to answer with thirty days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification, alteration or installation.

42) Use of Common Areas & Facilities & Restricted Common Areas & Facilities :- An owner shall not place or cause to be placed or cause to be place in the lobbies vestibules, stairways, elevators & other areas of **"Tulip–B" Apartment/Condominium** & facilities of a similar nature both common



and restricted any furniture, package or objects of any kind. Such areas shall be used for no other purpose than for formal transit through them.

43) Right of Entry :-

1) An owner shall grant the right of entry to the Manager or to any other person duly authorised by the Board or the Association in case of an emergency originating in or treating his unit whether the owner is present at the time or not.

2) An owner shall permit other owners or their representative when so required to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services provided that request for entry are made in advance and that such a time convenient to the owner. In case of an emergency such right of entry shall be immediate.

44) RULES OF CONDUCT:-

1) No resident of the **"Tulip –B" Apartment/Condominium** shall pests any advertisement or poster or posters of any kind in or on the building except as authorised by the Association.

2) Residents shall exercise extreme care about making noises or the use of the musical instruments, radios, television and an amplifiers that may disturb others, residents keeping domestic animals shall abide by the Municipal sanitary bye-laws or regulations.

3) It is prohibited to hang garments, rugs etc, from the windows, balconies or from any of the facades of the **"Tulip-B" Apartment/ Condominium.**

4) It is prohibited to throw dust rugs etc, from the windows or to clean rugs etc. by beating on the exterior part of the said condominium.

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

6) No owner, resident or lessee shall install wiring for electrical or telephone installations television antennas, machines or air conditioning unit sets. on the exterior of the **"Tulip –B" Apartment/Condominium** . or that ported through the walls of the roof of that condominium except as authorized by the Association.



7) The Purchaser/s shall keep the facade and outer surfaces of the building in the same condition and maintain the same to the extent of his/her unit. Purchaser/s shall not do or cause to be done or abstain from doing any act which will affect the beauty, grandeur and peace of the building. The Purchaser/s shall not cause any nuisance to other purchasers and occupiers and Promoter in any manner whatever.

Chapter VII
FUNDS AND THEIR INVESTMENT

45) Funds :-

Funds may be raised by the Association in all or any of the following ways may funds namely

a) By shares ;

b) By contributions and donations from the Apartment owners;

c) By from common profits which shall from nucleus of the Reserve fund;

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

46) INVESTMENTS:-

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

a) In the District central co-op Bank or in the State co-op Bank decided by the meeting.

b) In any of the securities specified in section 20 of the Indian Trust Act 1982.

c) In any co-op Bank other than those referred to in clause(a) of this bye-laws or in any banking company approved for this purpose by the association.

47) **Affiliation :-**

Should there be any Federation of Apartment owners in the locality in which the "**Tulip –B Apartment/Condominium** is situated the Association may, after consulting the competent authority, become a member thereof and pay the sums from time to time payable to such federation under the rules thereof.



48) Accounts :-

I. A banking account shall be opened by the Association into which all moneys received on behalf of the Association shall, be paid, provided that the secretary may retain in his personal custody an amount not exceeding Rs 100/- for petty expenses. All payment above Rs. 20/- shall be made by cheques singed the Secretary and one member of the Board.

II. Each apartment owner shall have a pass book in which the Secretary shall enter amounts paid to or received for his share in receipts of profits from common areas and contributions towards common expenses, and his share of assessment and other dues, if any, in respect of his apartment.

III. The Association shall on or before 31st March in each year publish and audited annual financial statements in respect of the common areas & facilities containing.

   a) The profits & losses account.

   b) The receipts and expenditure of the previous financial year &

   c) A summary of the property and assets and liabilities of the common areas and facilities of the Association giving such particulars as will disclose the general nature of these liabilities and assets and how the value of fixed assets has been arrived at.

IV. The audited financial statement shall be open to the inspection of any member of the Association during office hours submitted to the Competent Authority not later than 15th April every year.

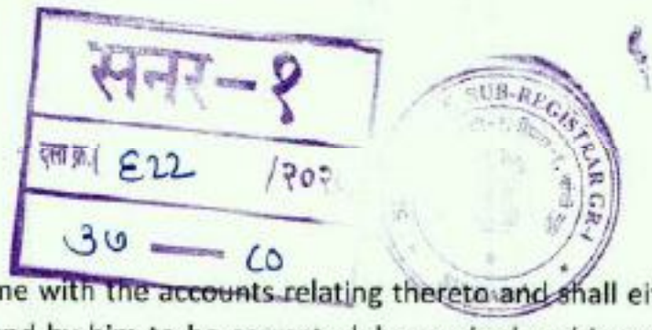
V. Every financial statement shall be accompanies by a complete list of the apartment owners. There shall also accompany the financial statement in a similar list of lonees. The financial statement shall state upto which / what date profits & expenses of common areas are included.

49) Publication of Accounts and Reports :-

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

50) Appointment of Auditor :-

The Association shall appoint at its general meeting an auditor who shall audit the accounts of the Association to be prepared by the Board as hereinbefore provided and shall examine the annual return, and verify the



same with the accounts relating thereto and shall either sign the same as found by him to be correct, duly vouched and in accordance with law or specially report to the Association in what respect he finds it incorrect un-vouched or not in accordance with law.

51) Power of Auditor :-

The Auditor shall be entitled to call for and examine any papers or documents belonging to the Association relating to the common areas and facilities (including limited common areas & facilities) and common expenses and shall make a special report to the Association upon any matter connected with the accounts which appears to him to require notice.

Chapter VIII
MORTGAGEES

52) Notice of Association :-

An owner who mortgages his units shall notify the Association through the Manager, if any, or the President of the Board in the event there is no Manager, and the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "**Mortgages of Units**"

53) Notice of Unpaid Assessments :-

The Association shall at the request of a mortgagee of the unit report any unpaid report any unpaid assessments due from the owner of such unit.

Chapter XI
COMPLIANCE

54) Compliance :-

These bye-laws are set forth to comply with the requirement of the Maharashtra Apartment Ownership Act, 1970. In case any of these bye-laws conflict with the provisions of the said Act it is hereby agreed and accepted that provisions of the act will apply.

55) Seal of The Association :-

The Association shall have a common seal which shall be in the custody of the Secretary of the Association and shall be used only under the authority of a resolution of the Board and every deed of instrument to which the seal is affixed shall be attested for or on behalf of the Association by two



members of the Board & the Secretary or any other person authorized by the Association in that behalf.

Chapter X

56) Amendments of By-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 75% of the total value of all units in the **"Tulip -B" Apartment/ Condominium "** as shown in the Declaration.

Annexure - 1

नगर रचना आणि मुल्यनिर्धारण विभाग
नाशिक शाखा, नाशिक.

मा.प्र. अभि / मौ. सिन्नर पो. सिन्नर / सर्वे नं ९३८(१२००)/१,२४ महानगर पालिका जुनी इमारत
ब ३ / अंतिम / ९९ ६५ ७ वा मजला, शरणपूर रोड
पंडित कॉलनी नाशिक ४२२००२
दिनांक ६५/२००१

प्रति,
उपसंचालक अधिकारी
नियोजन भवन,
नाशिक

सन्नर - १
दस्त ६२२ /२०२०
३६

विषय :- मौ. सिन्नर ता. सिन्नर येथिल स. नं. ९३८/१२००/१,२४ व ३ मधील अभिन्यास/अकृषिक परवानगी विषयक अर्ज... (क्षेत्र = ९३,१०६ चौ.मी.)

संदर्भ :- आपले पत्र क्रमांक. नाशिक / नावी / ६५
दिनांक. ९/५/२००१

(अ) अर्जदाराने ~~दिवाणी~~ उपयोगासाठी सादर केलेला अभिन्यास खालील बाबतीत सदोष आढळला.

१) निवेदिका हॉस्पिटल साठी खुली जागा सोडणे आवश्यक आहे

२) Cul-de-sac मध्ये फुटपाथ आवश्यक आहे

वरील कारणास्तव दोन्ही तसा तुकडयांसह अभिन्यासाच्या प्रतीवर शिक्के रंगनेदर्शविल्या आहेत.

(ब) प्रकरणात अंतिम मंजूरी देण्यापूर्वी अॅजेंडाकडून खालील बाबींची पूर्तता करून घ्यावी.

१)

(क) अर्जदारास अभिन्यास/अकृषिक परवानगीची शिफारस खालील अटींवर करण्यात येत आहे.

१) अभिन्यासातील सर्व भूखंडांचा वापर रहिवास/~~व्यापारी~~/~~औद्योगिक~~ कारणासाठीच करण्यात यावा.

२) अभिन्यासातील कोणत्याही भूखंडाचे विभाजन पूर्व परवानगी शिवाय करण्यात येऊ नये.

३) अभिन्यासातील सर्व भूखंड, रस्ते खुल्या जागा यांची प्रत्यक्ष जागेवर प्रस्तावित अभिन्यासाप्रमाणे नाशिक सिटी सर्व्हे ऑफिसर/जिल्हा निरीक्षक, भूमि अभिलेख/ वास्तुशास्त्रज्ञ अभियंता यांचेकडे करून घ्यावी व जिल्हा निरीक्षक, भूमि अभिलेख यांचेकडील प्रमाणित अभिन्यासाचा तसा नकाशा अंतिम मंजूरीसाठी परवानगी दिल्या तारखेपासून एक वर्षाच्या आत सादर करावा.

४) अधि मंजुरीत प्रस्तावित खुल्या जागेवर कोणतेही बांधकाम अनुज्ञेय होणार नाही. वरील भूखंड धारकांच्या उपयोगासाठी मोकळी ठेवावी लागेल. उक्त क्षेत्र अशी खुली जागा परवानगी दिल्या तारखेपासून एक वर्षाच्या आत संबंधित नियोजन प्राधिकरणाकडे (नगरपालिका/ग्रामपालिका) यांचेकडे खुली जागा म्हणून वर्ग कराव्ही लागेल.

५) अभिन्यासातील रस्ते व रस्त्यांखाली भागातून वाहणारे नाले सांडपाणी वाहून नेणाऱ्या गटारांसह/ विद्युतीकरणाच्या अनुषंगिक सोयीसुविधांसह अंतर्गत रस्ते व नाले परवानगी दिल्या तारखेपासून एक वर्षाचे आत पूर्ण करावे आणि असे रस्ते व नाले नियोजन प्राधिकरणाकडे सार्वजनिक वापराचे रस्ते व नाला म्हणून हस्तांतरीत करावेत. अभिन्यासाचे रेखांकन केले नंतर सदर खालीचे रस्ते, खुली जागा इ. मंजूर अभिन्यासानुसार असणे आवश्यकआहे. सदर रस्त्यांच्या आखणी मध्ये कोणताही बदल करण्यात येऊ नये. अभिन्यासातील रस्ते हे ग्रामपंचायत/नगरपालिका हद्दीतील कायमचे सार्वजनिक रस्ते म्हणून अभिलेखावर घेण्यात यावेत व त्यांची देखभाल दुरुस्ती संबंधित संस्थेने करावी.

६) वरील कामांबाबत परवानगी दिल्या तारखेपासून एक वर्षाचे आत अर्जदारास खालील बाबींची पूर्तता करावी लागेल.

अ. जमीन उंचसखल असल्यास यांत्रिक साधनांचा अथवा मजूर लावून सपाटीकरण करणे.

ब. नियोजन रस्त्यात नाले, ओहोळ इ. असल्यास त्यावर सार्वजनिक वापरासाठी पुल बांधणे.

क. विजेचे अथवा दूरध्वनीचे खांब वा भूमिगत केबल असल्यास, संबंधित कंपनीकडे आवश्यक खर्च भरून त्यांची योग्य आखणी करून घेणे.

ड. सर्व भूखंडांना पाणी पुरवठ्यासाठी आवश्यक व्यवस्था करणे.

इ. संबंधित प्राधिकरणाने निर्देशित केलेली इतर आवश्यक पायाभूत सुविधांची कामे पूर्ण करणे.

फ. कोणत्याही परिस्थितीत जास्त विद्युत दाबाच्या तारेखाली किंवा निर्देशित अंतरावर/ क्षेत्रफळात भूखंड अनुज्ञेय राहणार नाही.

७) अट क्र. ६.४ व ६ ची पूर्तता झाल्याशिवाय अर्जदाराने भूखंडाची विक्री करू नये व केल्यास बांधकाम परवानगी दिली जाणार नाही.

८) बांधकाम करतांना अभिन्यासातील प्रत्येक भूखंडात पुढून, मागून व बाजूने सोडावयाची अंतरे एकूण बांधकामाचे क्षेत्र व मजल्यांची संख्या इ. याची प्रमाणित विकास नियंत्रण नियमावलीनुसार राहतील व नियोजन प्राधिकरणाची पूर्व मंजूरी घेतल्याशिवाय बांधकाम करू नये.

९) महसूल खात्याकडून अकृषिक परवानगी घेणे/नियोजन प्राधिकरणाकडून योग्य परवानगी घेणे ही अर्जदाराची जबाबदारी राहील.

१०) तात्पुरत्या स्वरूपाच्या रस्त्यांना कार्यकारी अभियंता, राष्ट्रीय महामार्ग यांचेकडील नाहरकत दाखला असा रस्त्यांचा वापर सुरु होण्यापूर्वी घेणे आवश्यक आहे.

कार्यालयाच्या अभिलेखासाठी नकाशाची एक प्रत, मालकी हक्क नोंदीचे उतारे इ. तेथून खाली सर्व कागदपत्रे सोबत परत करीत आहे.

सहाय्यक संचालक, नगररचना, नाशिक.

सनर-१ ४
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