

## **U.P. APARTMENT (PROMOTION OF CONSTRUCTION, OWNERSHIP AND MAINTENANCE) RULES, 2010**

In exercise of the powers conferred by section 30 of the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, the Governor of Uttar Pradesh hereby makes the following rules, namely:-

- 1. Short title-** These rules may be called the U.P. Apartment Ownership Rules, 2010
- 2. Definition-**In these rules, unless the context otherwise requires-
  - (a) "Act" means the U.P. Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010;
  - (b) "form" means a form appended to these rules;
  - (c) "section" means a section of the Act.
- 3. Form of declaration-**The declaration required to be filed for the purpose of section-12 shall be in form 'A'.
- 4. Deed of apartment-**(1) The deed of the apartment to be executed by each apartment owner under section 13 shall be in form 'B'.  
  
(2) The deed shall be signed by the apartment owner and verified in the presence of a Magistrate or any other person competent to administer oath and shall be filed with the Competent Authority within thirty days from the date of its execution or within such longer period as that authority may permit.
- 5. Conveyance by deed of apartment-**All transfers of apartments by the sole owner or all the owners of the property (being an owner or owners who has or have executed and registered a declaration in Form 'A') to an apartment owner and subsequent transfers from a apartment owner to his transfer shall be by a deed of apartment.

**FORM A**

(See rule3)

**FORM OF DECLARATION**

In the .....(enter the name of city and District).....on this.....day.....(enter the day month and year of declaration), I/We.....(enter the name of sole owner or owners) hereafter referred to as "Grantor", (who is fully empowered and qualified to execute this Deed) does hereby state:-

**FIRST:** that the Grantor owns the following land situated in the..... (insert metres and bound description of land on which the building scheme is located and add (a) the city survey number, if any (b) revenue particulars of the land), (also state the date and registration details of the last document of title under which the Grantor claims the land), which is described as follows, namely:-

**SECOND:** That the Grantor has constructed on this parcel of land, described in (FIRST) above, an Apartment, Building/Group Housing scheme, known as..... (enter the name of building/group housing scheme). According to plans attached hereto as Exhibit 'A', which were approved by the (insert name of authority sanctioning the plans and date of sanction), on the day of.....and which are made a part thereof as-

- (a) Municipal index of property number and ward as.....
- (b) Postal address of the building/scheme as.....

**THIRD:** That the said property consists of the following:- (Insert here the details of scheme as the areas under common building and service of roads, public health, electrification and recreational facilities, number and type of blocks, details of apartments and facilities at different level in each type of block, etc.) The various residential apartments of the scheme are all capable of individual utilization on account of having their own exit to common areas and facilities of the building/property scheme; and the apartment will be sold to one or more owners, each owner obtaining a particular and exclusive property rights thereto and each apartment constituting a heritable and transferable immovable property within the meaning of any law for the time being in force in the State (hereinafter be referred to as dwelling Unit "D.U.") and also an individual interest in the general and/or limited common areas and facilities of the building/property scheme, as listed hereinafter the declaration deed, necessary for their adequate use and enjoyment, and referred to as.

- (c) General facilities, for all apartments of the scheme.
- (d) Common facilities for dwelling units of individual block; and

- (e) Limited common facilities for D.U.'s on same floor of individual all the block above in accordance with Act, 2010.

**FOURTH:** That the aforesaid building/housing scheme has a total building area of.....square meters on all floors, of which.....square meters will constitute the dwelling units and remaining.....square meters will constitute the general and/or limited common areas and facilities.

**FIFTH:** That this condominium shall be known as "....."(insert the building/scheme as given in (SECOND) above) and that the dwelling units and common areas/facilities of the building/scheme shall be as follows and as shown in the drawing as Exhibit B.

**1. Dwelling units**

In each of the.....upper floors, there are..... dwelling units. The said dwelling units will be numbered consequently from one to .....on each floor. These numbers will be preceded by the tenth which corresponds to each floor to with: those of the first floor will bear the number "101", "102", etc: those of the second floor will bear the numbers "201", "202", etc. and those of the higher floors will be numbered similarly according to the corresponding tenth of each floor. Hereinafter such dwelling units will be referred to as dwelling Unit Type Number One, dwelling Unit Type Number Two, etc. respectively.

Each dwelling unit is equipped with.....(*describe air conditioning units, fans, geysers, if any, and other equipment which is attached to or is a part of the dwelling unit*).

The dwelling units are described herein below. The measures of a dwelling unit include all the outside walls and one-half of the block partitions but exclude bearing walls.

- (a) *Dwelling unit-Type Number One*- It is a rectangular shaped apartment measuring.....meters long and..... meters wide, making a total area of .....square meters as specifically shown in Exhibit 'A' of this Deed. Its boundaries are as follows:-

.....

Its main door has access to the corridor of the respective floor.

The dwelling units consists of the following rooms: a hall of..... square meters, a living room of.....square meters, a dining room of.....square meters, a kitchen of ..... square meters, which includes the sink, or washing area, a.....gas or electric range, model..... colour..... bed rooms of..... square meters, bathroom of ..... square meters. In addition, the dwelling units has a balcony

(balconies) facing.....street of..... square meters  
(This will change in each case; and the dwelling units will have to be described according to plan) [A description of each type of dwelling unit should follow as item (b), (c), (d), etc.]

**2. Common Areas and Facilities-**

- (a) The parcel of land described in paragraph First of this Deed.
- (b) A basement (*if applicable*) as shown in Exhibit 'A' attached hereto and consisting of .....square meters.
- (c) The following facilities located in the basement: .....  
(describe in detail the items located in the basement).
- (d) Parking facilities as shown in Exhibit 'A' attached hereto and consisting of.....square meters.
- (e) The ground floor as shown in Exhibit 'A' attached and consisting of a garden lawn, children playing area, swimming pool, tennis or badminton court, etc., admeasuring .....square meters respectively.
- (f) The following facilities located in the ground floor:-
  - (1) Commercial areas and facilities as shown in Exhibit 'A' attached hereto, consisting of .....square meters and described as follows:-  
  
..... (*describe in detail the commercial areas and facilities, if any.*)
  - (2) A lobby and facilities as shown in Exhibit 'A' attached hereto consisting of .....square meters, and described as follows:-  
  
.....(*describe in detail the lobby and its facilities*)
  - (3) .....(include any other areas, rooms, etc. not mentioned above)
- (g) The following facilities located throughout the building and as shown in Exhibit 'A', attached hereto:-
  - (1) .....Elevator(s).
  - (2) An elevator shaft of .....square meters for the ..... elevator(s) extending from the ground floor upto the.....floor.
  - (3) A stairway, referred to in this Deed as Stairway A of.....square meters, which lead from the ground floor to the roof of the building.

- (4) A Stairway (*if applicable*), referred to in this Deed as Stairway B, of .....square meters, which lead from the open court to the.....upper floor.
  - (5) A flue (*if applicable*), extending from the incinerator in the basement to the roof of the building. The said flue will have a hopper door in each one of the.....upper floors for the disposal of garbage and rubbish, and will be fed from the janitor's room of each of the.....upper floors.
  - (6) Water tank located on the roof of the building.
  - (7) Elevator penthouse with corresponding elevator equipment located on the roof of the building.
  - (8) Plumbing net-work throughout the building.
  - (9) Electric wiring net-work throughout the building.
  - (10) Necessary light, telephone and public water connections.
  - (11) The foundations and main walls, columns, girders, beams and roofs of the building as described in the plans which form part of this Deed as Exhibit 'A' hereof.
  - (12) Tanks, pumps, motors, fans, fire fighting equipment, compressor, ducts, central air conditioning and heating equipment and in general all apparatus and installation existing for common use.
- (h) The following facilities located in each one of the.....upper floors and as shown in Exhibit A, attached hereto, are limited common areas and facilities limited to the dwelling units of each respective floor:-
- (1) A lobby which gives access to the .....elevators, to the dwelling unit, to the janitor's room, to .....to the corridor and to Stairway A.
  - (2) A room for the use of the janitor.
  - (3) A corridor extending from the lobby to Stairway B.

**SIXTH:** (a) that the right, title and interest of each owner of a dwelling unit in the general common areas and facilities listed under letters (a) to (h) of sub-para 2 of Paragraph Fifth and their proportionate share in the profits and common expenses in the said general common areas and facilities, as well as the proportionate representation for voting purpose in

the meeting of the Association of Apartment Owners of the.....Condominium is based on the proportionate value of each dwelling unit to the total value of all dwelling units as follows:-

***Dwelling Unit Type Number One***

.....percent based on a value of Rs.....for this apartment and a total value of .....for all dwelling units. (here follows the proportionate value of dwelling Unit Type Number Two to Dwelling Unit Type Number.....

(b) That the right, title and interest of each owner of a dwelling unit located on each of the.....upper floors in the limited common area and facilities located in the respective floor and listed under letter(h) of said sub-paragraph 2 of Paragraph Fifth, and their proportionate share in the profits and common expenses in the said limited common areas and facilities, as well as the proportionate representation of voting purpose with respect to the said limited common areas and facilities in the meeting of Association of Apartment Owners of the..... Condominium is based on the proportionate value of each dwelling unit to the total value of all dwelling units located on its respective floors, as follows:-

***Dwelling Unit Type Number One***

.....per cent (here follows the right, title and interest of the dwelling unit owners of Dwelling Unit Type Number Two to Dwelling Unit Type Number in the limited common areas and facilities located in their respective floors).

(c) The proportionate representation for voting purposes provided in (a) and (b) hereof may be limited in accordance with the provisions of the bye-laws attached hereto as Exhibit B.

(d) Apartment/apartments and the percentage of undivided interest in the common areas and facilities appertaining to the apartment/each apartment.....are not encumbered in any manner whatsoever on the date of this declaration.

**SEVENTH:** That the Administration of .....Condominium consisting as aforesaid of the building and parcel of land described in paragraphs first and fifth of this deed shall be in accordance with the provisions of this Deed and with the provisions of the bye-laws which are made a part of the Deed and are attached hereto as Exhibit B;

**EIGHTH:**That as appears above a plan of apartment ownership is hereby constituted under and subject to the provisions of the Act, 2010, so that the dwelling units of the.....upper floors may be conveyed and registered as individuals properties capable of independent use, on account of each having its own exits to a common area and facility of the

building, each dwelling unit owner having an exclusive and particular right, title and interest over his respective dwelling unit and in addition to the specified undivided interest in the common areas and facilities and/or limited common areas and facilities.

**NINTH:** That for the purpose of stamp duty and registration fees to be imposed on the registration of this deed in the Register of declaration and deeds of Apartment under section-12 and 13 respectively the value of the.....Condominium is distributed as follows:-

(a) Parcel of land described in paragraph first hereof is valued at Rs.....

(b) The building described in paragraphs second and third thereof is valued at Rs.....(Rupees.....)

**TENTH:** that so long as the Grantor owns one or more of the dwelling units the Grantor shall be subject to the provisions of the deed and to the Exhibit A and B attached hereto and the Grantor covenants to take no action which will adversely affect the right of the Association of Apartment owners with respect to assurances against latent defects in the building or other rights assigned to the association by reason of the establishment of the.....condominium;

**ELEVENTH:** that the general and/or limited common areas and facilities shall remain undivided and no owner shall bring any action for partition or division thereof;

**TWELFTH:** that the percentage of the undivided interest in the general and/or limited common areas and facilities established herein shall not be changed except with the unanimous consent of all the apartment owners and approval of competent authority expressed in amendment to this deed duly registered.

**THIRTEENTH:** that the undivided interest in the general and/or limited common areas and facilities shall not be separated from the dwelling unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument;

**FOURTHEENTH:** That such apartment owner shall comply with the provision of this deed, the bye-laws, decision and resolutions of the association of apartment owners or its representatives, and failure to comply with any such provisions, decision or resolutions, shall be grounds for an action to recover sums due for damages, or for injunctive relief;

**FIFTEENTH:** that the dedication of the property to the plan of apartment ownership herein shall not be revoked, or the property removed from plan of apartment ownership, or any of the provisions herein amended unless all the apartment owners and the mortgagees of all the mortgages

covering the units unanimously agree to such revocation, or amendment or removal of the property from the plan by only registered instruments;

**SIXTEENTH:** that no apartment owner of a dwelling unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general and/or limited common areas and facilities, or by the abandonment of his dwelling unit;

**SEVENTEENTH:** all sums assessed by the association but unpaid for the share of the common expenses chargeable to any dwelling unit shall constitute a charge on such dwelling unit prior to all other charges except only (1) charge, if any, on the dwelling unit for payment of Government or Municipal taxes or both and (2) all sums unpaid on a first mortgage of the apartment.

**EIGHTEENTH:** that all present or future owners, tenants, future tenant or any other person that might use the facilities of the building in any manner, are subject to the provisions of this deed and that the mere acquisition or rental of any of the dwelling units of the building or the mere act of occupancy of any of the said units shall signify that the provisions of this deed are accepted and satisfied. The respective dwelling units shall not be rented or given on lease and license or caretaker basis by the apartments owner thereof for transient or hotel purposes, which shall be defined as (a) rental compensation or compensation for any period less than thirty days or (b) any rental or if the occupants of the dwelling unit are provided customary hotel or boarding or lodging or paying guest services other than the forgoing obligations, the apartment owners of the respective dwelling units shall have the absolute right to lease such unit or give it on lease or leave and license or care taker basis provided that the said lease or leave or license or care taker basis is made subject to the covenant and restrictions contained in this declaration and further subject to the Bye-laws in Exhibit B attached hereto;

**NINETEENTH:** that if the property, subject to the plan of Apartment Ownership is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided by the Act, 2010;

**TWENTIEH :** that where a dwelling unit is sold by a mortgage in exercise of his powers of sale under an English mortgage or by a court in execution of a decree in a suit brought by a mortgagee against the owner of such dwelling unit, then neither the mortgagee nor the purchaser who derives title to be dwelling unit at such sale or his successors or assigns shall be liable for assessments by the association which become due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the association of apartment owners from filing and claiming charge for such assessment and enforcing same as provided by law and that such charge shall be subordinate to such mortgage;



**TWENTY-FIRST:** that in a voluntary conveyance of a dwelling unit the grantee of the unit shall be jointly and severally liable with the Grantor for all unpaid assessments by the association of apartment owners against the letter conveyance without prejudice to the grantee's right to recover from the Grantor the amount paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Manager or Board of Managers of the association as the case may be, setting forth the amount of the unpaid assessments against the Grantor due to the association and such grantee shall not be liable for, nor shall the dwelling unit conveyed be subject to a charge for, any unpaid assessments made by the association of apartment owners against the Grantor in excess of the amount therein, set forth;

**TWENTY-SECOND:** that the Manager or Board of Managers of the association shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgages holding first mortgages covering dwelling units but without prejudice to the right of the owner of a dwelling unit to obtain individual dwelling unit insurance.

**TWENTY-THIRD:** that insurance premium for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the association of apartment owners, and that such payment shall be held in a separate account of the association and used solely for the payment of the blanket property insurance premium as such premiums become due.

In witness whereof Shri.....set his hand this .....day of.....

Signed and delivered by

In presence of -

1. Signature.....Full name.....and address.....

2. Signature..... Full name.....and address.....

**ANNEXURES**

- 1. Exhibit A- as referred to in clause SECOND
- 2. Exhibit B- as referred to in clause EIGHTEENTH

**EXHIBIT-A**

(See Clause SECOND of Form A)

Here annex attested copies of plans of the scheme as sanctioned by prescribed sanctioning authority, and showing at least the following details:-

1. Site/Survey plan of the scheme area showing its location and surroundings, with certificate of ownership of land issued by appropriate authority.
2. Layout plan of the scheme showing various apartments blocks and common building and service of roads, parking, public health and electrification installations, landscaping and recreation facilities as also the schedule of areas under various apartments, apartments blocks and different common facilities.
3. All floor plans, elevations and sufficient sections of each block of building with (a) schedules indicating the areas under various apartments and areas under common facilities of lounge, stairs, lifts for that block and (b) schedule indicating the various apartments on each floor and details of common floor facilities for exclusive use of apartments on that floor.
4. Apartmentwise schedule of percentage of interest (a) in common facilities of the total scheme, (b) of the block in which that apartment is located and (c) of the floor of that apartment.

**EXHIBIT B**

[See clause EIGHTEENTH of FORM 'A' and  
Sub-section (6) of Section-14 of the Act, 2010]

**MODEL BYE-LAWS OF APARTMENT OWNERS' ASSOCIATION UNDER  
THE UTTAR PRAESH APARTMENT (PROMOTION OF CONSTRUCTION,  
OWNERSHIP AND MAINTENANCE) ACT, 2010**

**CHAPTER I**

**PRELIMINARY**

**1. Short title, Extent and commencement—**(1) These bye-laws may be called the Model Bye-laws of Uttar Pradesh Apartment Owner's Association.

(2) These extend to the whole of Uttar Pradesh for the Administration of the affairs in relation to the apartments and the property appertaining thereto and for the management of common areas and facilities.

**2. Application—**These bye-laws shall apply to all buildings having ten or more apartments in any building constructed or converted into apartment and land attached to the apartment, whether freehold or held on lease excluding shopping malls and multiplexes.

*Explanation.—*For the purpose of these bye-laws, the mere acquisition or rental or taking licence of any of the family units (hereinafter referred to as units) of the building will signify that these bye-laws are accepted, ratified and will be complied with.

**3. Definitions—**In these bye-laws, unless the context otherwise requires,—

(a) 'Act' means the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010

(b) 'Association' means the Association of all the apartment owners constituted by the such owners for the purpose of the ..... condominium;

(c) 'Board' means a Board of managers consisting of ..... Persons who shall be owners of apartments in the..... condominium;

(d) 'building' means the building located at ..... and known as the ..... Condominium and includes the land forming part thereof;

(e) 'declaration' means the declaration which the sole owner of the building or all the owners of the building have executed and registered as provided in section 12 of Act;

(f) 'Majority' of owners mean those owners holding 51 per cent of the votes in accordance with the percentage assigned in the Declaration;

(g) 'Owners' or 'apartment owners' means the person owning an apartment in the ..... condominium;

(h) 'Section' means a section of the Act;

(i) 'Unit' means a family unit in the ..... condominium;

(j) 'Registrar' means the Registrar of Co-operative Societies.

The Association of Apartment Owners in its first meeting shall adopt the Model Bye-Laws so framed with no variation or addition, omission, therefrom except with the prior approval of the Competent Authority.

**4. Objects of Association—**The objects of the Association shall be—

(a) to be and to act as the Association of Apartment owners of the building called ..... (hereinafter called the said building) who have filed their respective declarations submitting their apartments to the provisions of the Act;

(b) to invest or deposit money;

(c) to provide for maintenance, repair and replacement of common areas and facilities by contributions from the apartment owners and if necessary by raising loans for that purpose;

(d) to retain and rent out on license if possible and permitted as per the prevalent laws, suitable portions of the common areas to outsiders for commercial purposes if all the members agree and give written consent and to accumulate the same for building up a reserve fund; to be used for major repairs of the building.

(e) to provide for and do all or any of the matters regarding:—

(i) the election among the apartment owners of a Board of Managers, the number of persons consisting the same, and that the term of at least one-third of the members of such Board shall expire annually, the powers and duties of the Board, the compensation, if any, of the members of the Board, the method of removal from Office of the members of the Board, and whether or not the Board may engage the services of a Secretary, a manager of managing agent, and specifying which of the powers and duties granted to the Board under the Act may be delegated by the Board to either or both of them;

(ii) method of calling meetings of the apartment owners, what percentage, if other than majority of apartment owners shall constitute a quorum;

(iii) election of a Secretary who shall keep a minute book wherein resolution shall be recorded;

(iv) election of a treasurer who shall keep the financial records and books of accounts;

(v) maintenance, repair and replacement of the common areas and facilities and payments thereof;

(vi) manner of collecting from the apartment owners or any other occupants of apartments their share of the common expenses;

(vii) resignation and removal of persons employed for the maintenance, repair and replacement of the common areas and facilities;

(viii) the method of adopting and of amending administrative rules and regulations governing the details of the operation and use of the common areas and facilities ;

(ix) such restrictions on the requirement respecting the use and maintenance of the apartments and the use of common areas and facilities not set forth in the declarations as are designed to prevent unreasonable interference with the use of their respective apartments and of the common areas and facilities by the several apartment owners;

(x) the percentage of the votes required to amend the bye-laws;

(f) to advance with the consent of the apartment owners, any short-term loan to any apartment owner(s) in case of any emergent necessity and to provide for the repayment thereof in lumpsum or in instalments;

(g) to establish and carry on, on its own accord or jointly with individuals or institutions, educational, physical, social and recreative activities for the benefit of the apartment owners;

(h) to frame rules with the approval of the general meeting of the Association and after consulting the Competent Authority and to establish a provident fund and gratuity fund, if necessary for the benefit of the employees of the Association ;

(i) to do all things necessary or otherwise provide for their welfare expedient for the attainment of the objects specified in these bye-laws.

(2) The Association shall not act beyond the scope of its objects without duly amending the provisions of these bye-laws for the purpose.

**5. Members of Association—**(1) All persons who have purchased apartments in multistoreyed buildings and executed a deed of apartment, shall automatically be the members of the Association and will pay the entrance fee of one thousand rupees. Each apartment owner shall receive a copy of the bye-laws.

(2) Upon the sale, bequest or transfer of apartment, the purchaser of the apartment or the grantee or legatee or the transferee shall automatically become the member of the Association and shall be admitted as member on payment of the entrance fee of one thousand rupees.

**6. Joint Apartment Owners—**Where apartment has been purchased jointly by two or more persons, they shall be jointly entitled to the apartment and the share certificates shall be issued in their joint names, but the person whose name stands first in the share alone have the right to vote.

**7. Holding one share compulsory—**Every apartment owner must hold at least one share of the Association.

**8. Disqualification—**No apartment owner is entitled to vote on the election of members of the Board or President, Secretary, Treasurer or any other office bearer or entitled to stand for election to such office, if he is in arrears, of any sum due from him in respect of his contributions for common expenses, for more than sixty days on the last day of the year preceding the year in which the election to Board would take place.

## **CHAPTER II**

### **VOTING, QUORUM AND PROXIES**

**9. Voting—**Voting shall be on percentage basis, and the percentage of the vote to which the owner is entitled is the percentage assigned to the family unit or units in the Declaration.

**10. Quorum—**Except as otherwise provided in these bye-laws, the presence in person of 30 percent of owners shall constitute a quorum.

**11. Votes to be cast in person—**Votes shall be cast in person or proxy.

## **CHAPTER III**

### **ADMINISTRATION**

**12. Powers and duties of Association—**The Association shall have the responsibility of administering the condominium, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the condominium in an efficient manner. Except as otherwise provided resolution of the Association shall require approval by a majority of owners casting votes in person or proxy.

**13. Place of Meetings—**Meetings of the Association shall be held at a suitable place convenient to the owners as from time to time to be fixed by the Association.

**14. Annual Meetings**—The first meeting of the Association shall be held on .....Thereafter the annual meetings of the Association shall be held on such date as the Association may decide. At such meetings Board of Management shall be elected by ballot of the apartment owners in accordance with the requirements of bye-law 23. The owners may also transact such other business of the association as may properly come before them.

**15. Special Meetings**—It shall be the duty of the President to call a special meeting of apartment owners as directed by a resolution of the Board or upon a petition signed by a majority of the owners and having been presented to the Secretary or at the request of the Competent Authority or as the case may be, or any officer duly authorised by him in this behalf. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice without the consent of two-third owners present in person in the meeting.

**16. Notice of Meetings**—It shall be the duty of the Secretary to mail or send 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 apartment owner at least two days but not more than seven days prior to such meetings. Notices of all such meetings shall be mailed or sent to the competent authority, or the registrar as the case may be.

**17. Adjourned Meeting**—If any meeting of owners cannot be held for want of quorum the owners who are present, may adjourn the meeting to a time not less than forty-eight hours from the time to original meeting was called. If at such adjourned meeting also, no quorum is present, the owners present in person being not less than 25% of the owners or two owners whichever is higher shall form a quorum.

**18. Order of Business**—The order of business at all meetings shall be as follows:-

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver notice.
- (c) Reading minutes of the preceding meeting.
- (d) Reports of officers.
- (e) Reports of Competent Authority or any officer authorised by them.
- (f) Report of Committee.
- (g) Election of Board.
- (h) Unfinished business, if any.
- (i) New Business.

**CHAPTER IV**  
**BOARD OF MANAGERS**

**19. Management of Association**—The affairs of the association shall be governed by a Board. The Board of Management shall comprise of neither less than 4, nor more than 10 persons to be constituted and elected by the members by simple majority in the General Body Meeting.

**20. Powers and Duties of Board** —The Board shall have powers and duties necessary for the administration of the affairs of Association.

**21. Other Duties**—In addition to the duties imposed by these bye-laws or by resolution of the Association, the Board shall be responsible for the following :—

(a) maintenance, repair and replacement of the common areas and facilities,

(b) Collection from apartment owners share of common expenses.

(c) resignation and removal of persons employed for the maintenance, repair and replacement of common areas and facilities.

(d) to provide for the manner in which the audit and account of the Association shall be carried out.

(e) to inspect the accounts kept by the Secretary/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 daily by one of the members of the Board.

(g) to specify the times at which and the manner in which the annual general meetings and special general meetings of the Association shall be held and conducted.

**22. Manager**—The Board may employ for the Association a manager at a compensation determined by the Board to perform such duties as the Board may authorise.

**23. Election and term of office**—

(i) The annual general meeting of the Association, to be held in the first quarter of each financial year, shall elect a Board of Managers consisting of minimum 4-10 Members including 3 office bearers, namely, the President, the Secretary and the Treasurer from Members of the Association.

(ii) The term of office of the office-bearers of the Board of Management shall be one year from the date of assuming office and they will be eligible for re-election. However, one third of members of the board shall retire annually and a person can not hold the same post continuously for more than 2 years.

(iii) At the first annual meeting of the Association the term of office of two managers shall be fixed for three years and one Manager for one year. The Managers shall hold office until their successors have been elected and hold their first meeting.



**24. Vacancies**—The vacancies in the Board caused by any reason other than the removal of a Manager by a vote of the Association shall be filled by vote of the majority of the remaining managers, even though they may constitute less than a quorum ; and each person so elected shall be a manager until a successor is elected at the next annual meeting of the Association.

**25. Removal of Managers**—At any regular or special meeting duly called, any one or more of the managers may be removed with or without cause by a majority of apartment owners and a successor may then and there be elected to fill the vacancy thus created. Any manager whose removal have been proposed by the owners shall be given an opportunity to be heard at the meeting.

**26. Organisation meeting**—The first meeting of a newly elected Board shall be held within ten days of election at such place as may be fixed by the managers at the meeting at which such managers were elected and no notice shall be necessary to the newly elected managers in order legally to constitute such meeting, provided a majority of the whole Board shall be framed.

**27. Regular Meetings**—Regular meeting of the Board may be held at such time and place as shall be determined from time-to-time by a majority of managers but at least two such meetings shall be held during each year. Notice of regular meeting of the board shall be given to each manager personally or by mail atleast three days prior to the date for such meeting.

**28. Special Meetings**—Special meetings may be called by President on three days' notice to each manager and notice of such meeting may be given personally to each manager. Special meetings of the Board shall be called by the President or Secretary on a written request of atleast three managers.

**29. Waiver of notice**—Before any meeting of the Board and manager, may in writing waiver notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice.

**30. Quorum**—In all the meetings of the Board  $1/3^{\text{rd}}$  of the total strength of the manager shall constitute a quorum. If at any meeting of the Board there be less than a quorum present the majority of those present may adjourn the meeting, the members present in person being not less than 3 shall form a quorum and the business which might have been translated at the meeting originally called may be transacted without further notice.

**31. Fidelity Bonds**—The Board may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Associations.

## **CHAPTER V**

### **OFFICE BEARERS OF THE BOARD**

**32. Designations**—The principal office bearers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board. The Board may appoint an Assistant Secretary and an Assistant Treasurer and such other office bearers as the Board may consider necessary.

**33. Election of the Office bearers**—The Office bearers of the Association shall be elected annually by the Board at the organisational meeting of each new Board.

**34. Removal of Office bearers** —Any Office bearers can be removed with or without cause upon an affirmative vote of majority of the Board and his successor can be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

**35. President**—The president shall be the Chief Executive Officer of the Association. He shall preside over all meetings of the Association and of the Board. He shall have all the general powers and duties which are usually vested in the office of the President of an Association, including the power to appoint committees from among the owners from time to time.

**36. Vice-President**—In the absence of the President the Vice-President shall perform the duties of the President and in case both the President and the Vice-President are absent, the Board shall appoint some other member of the Board to act as President on an interim basis. The Vice-President shall also perform such other duties as may from time to time assigned to him by the Board.

**37. Secretary**—The Secretary shall keep two separate minutes books, one for the Association of the Apartment Owners and the other for the Board, pages of each of which shall be consecutively numbered and authenticated by the President of the Association of Apartment Owners, and shall record, in the respective minutes books, and shall record, in the respective minutes books, the resolutions adopted by the Association of Apartment Owners or the Board, as the case may be. He shall have charge of such books and papers as the Board may direct and he shall perform all duties incidental to the office of Secretary.

**38. Treasurer**—The Treasurer shall be responsible for Association funds and securities and shall also keep full and accurate accounts of all receipts and disbursements in the books.

## **CHAPTER VI**

### **OBLIGATION OF THE APARTMENT OWNERS**

**39. Assessments**—All the owners are obliged to pay monthly assessments imposed by Association to meet all expenses. The assessment shall be made on the value of the unit.

**40. Maintenance and Repairs—** (1) Every owner must perform all maintenance and repair work within his own unit.

(2) All the repairs of internal installations of the unit such as water, light, gas, power, sewerage, telephone, air-conditioners, sanitary installations, doors, windows, lamps, and all other accessories, shall be at the expense of apartment owner concerned.

(3) The Owner shall re-imburse the association for any "expenditure" incurred in repairing or replacing any common area and facilities damaged due to his fault.

**41. Use of family Units : Internal Changes—** (1) All the Units shall be utilised for residential/approved purposes only.

(2) An owner shall not carry any structural modification or alteration or installations located therein, in his unit without notifying the association in writing. The Association shall have the obligation to answer within thirty days and failure to do so shall mean that there is no objection to the proposed modification, alteration or installation.

(3) No owner shall undertake any work that affects the external facade of the building from any angle i.e. covering of balconies and terraces, change of colour, etc..

(4) No owner shall undertake any work that affects the structure of the building.

- (5) No owner shall undertake any work that,
- (i) result in encroachment of common areas,
  - (ii) result in damage or disturbance of common areas, adjacent upper or lower floors.

If any of the above changes are effected by any owner, he will make them good at his own cost, failing which the Association is entitled to effect recovery of the cost of rectification from him.

**42. Use of Common Areas and Facilities and Restricted Common Areas and Facilities—** (1) The owner shall not place or cause to be placed in the lobbies vestibules, stairways, elevators and other areas of facilities of a similar nature both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.

(2) If lift and/or elevators are provided in the building, as part of the common areas and facilities, they shall be used by the owners of the apartment and/or their tenants and/or any one claiming under them for the transportation of the owners, the tenant and their guests as also the employees of the owners, their tenants and of the management and heavy article or any other articles, the transportation of which in the lift or elevator along with the owners, tenants or their guests or the employees shall cause discomfort or inconvenience to other users of the lift or the elevators, shall be transported only with the lifts or elevators are not in

use by other users; provided this restriction shall not apply, if an elevator or lift is provided for the exclusive transportation of articles, packages, merchandise and such other objects.

**43. Right of Entry**—(1) An owner shall grant the right of entry to the manager or to any other person authorised by the Board of the Association in case of emergency whether the owner is present at the time or not.

(2) An owner shall permit other owners or their representatives when so required to enter his unit for the use of performing installation and 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, but, in case of emergency, such right of entry shall be immediate.

**44. Rules of Conduct**—(1) No resident shall post any advertisement or poster of any kind in or on the building, except as authorised by the Association.

(2) The residents shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers etc. that may disturb others. Residents keeping pets 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.

(4) It is prohibited to throw garbage or trash outside the disposal places provided for such purpose in the service areas. If such place is not provided, all garbage or trash shall be collected in a vessel and thrown in the municipal dustbin.

(5) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antenna, machines or air-conditioning units etc., on the exterior of the building except as authorised by the Association.

## **CHAPTER VII**

### **FUNDS AND THEIR INVESTMENTS**

**45. Funds**— Funds maybe raised by the Association in all or any of the following ways:-

- (a) by shares;
- (b) by contributions and donations by the apartment owners;
- (c) from common profits which shall form the nucleus of the reserve funds;
- (d) by raising loans, if necessary, subject to such terms and conditions as the Association, with the approval of the Competent Authority, may determine in this behalf.

**46. Investment**—The association may invest or deposit its funds in one or more of the following:-

- (a) in the Central Co-operative Bank or in State Co-operative Bank; or
- (b) in any of the securities specified in section 20 of the Indian Trust Act, 1882; or
- (c) in any Co-operative Bank other than referred to in clause (a); or in any Banking Company approved for this purpose by the Association.

**47. Affiliation**—The Association may after consulting the Competent Authority become a member of any federation of apartment owners and pay the subscription from time to time.

**48. Accounts**—(1) The Association shall open a banking account and deposit the money received on behalf of the Association. The Secretary may retain in his personal custody an amount not exceeding Rs. 5000/- for petty expenses. All payments above Rs. 500/- shall be made by cheque, signed by the Secretary and one member of the Board.

(2) Each apartment owner shall have a passbook 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 the assessment and other dues if any, in respect of his apartment.

(3) The Association shall on or before the 31<sup>st</sup> day of July in each year publish an audited financial statement in respect of the common areas and facilities containing:-

- (a) the profit and loss accounts;
- (b) the receipts and expenditure of the previous financial year; or
- (c) a summary of the property and an asset 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 have been arrived at.

(4) The audited financial statement shall be opened to the inspection of any member of the Association during office hours and a copy shall be submitted to the Competent Authority not later than the 15<sup>th</sup> day of August of every year.

(5) Every financial statement shall be accompanied by a list of the apartment owners and the similar list of loanees.

**49. Publication of Accounts and Reports**—A copy of the last financial statement and of the report of the auditor, if any, shall be kept in a conspicuous place in the office of the Association.

**50. Appointment of Auditors**—The Association shall appoint at its general meeting an auditor who shall audit the accounts of the Association to be prepared by the Board.

**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 and common expenses and shall make a special report to the Association upon any matter connected with the accounts which appears to him to require notice.

### **CHAPTER VIII**

#### **MORTGAGES**

**52. Notice to Association**—If a owner mortgages his unit, he shall notify the Association through the manager or President of the Board, the name and address of the mortgagee and the Association shall maintain such information in a book entitled "Mortgagees of Units".

**53. Notice of un-paid Assessments**—The Association shall, at the request of a mortgagee of a unit, report any un-paid assessment due from the owner of such unit.

### **CHAPTER IX**

**54. Compliance**—These bye-laws are set forth to comply with the requirement of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010. In case any of these bye-laws conflict with the provisions of the said Act it is hereby agreed and accepted that the provisions of the Act shall prevail.

**55. Seal of the Association**—The Association shall have a common seal which shall be in the custody of the Secretary and shall be used under the authority of a resolution of the Board and every Deed of Instrument to which seal is affixed shall be attested for and on behalf of the Association by two members of the Board and the Secretary or any other person authorised-by the Association.

### **CHAPTER X**

#### **AMENDMENTS TO APARTMENT OWNERSHIP**

**56. Amendment 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 atleast two third of the total number of the units in the building with the prior approval of the competent authority.

**FORM- B**

(See Rule 4)

**FORM OF DEED OF APARTMENT**

1. I,.....hereby declare that I am the first/  
present owner of apartment No.....on the.....floor  
of a building now under construction/already constructed called.....  
situated at.....in the city/town/village of.....in the  
district of.....

2. I derived title to the said apartment by a Deed of apartment  
bearing date.....between.....and myself.

3. I hereby declare that I, my heirs, executors, administrators and  
assigns and the said apartment referred to in paragraph 1 of this  
declaration, shall hereafter be subject to the provisions of the U.P.  
Apartment (Promotion of Construction, Ownership and Maintenance) Act,  
2010 and all amendments thereto and I further declare that I shall comply  
strictly with the covenants, conditions and restrictions set forth in the  
declaration and with the bye-laws forming part thereof, and attached  
hereto, as Exhibit "B" and with the administrative rules and regulations  
adopted pursuant to such bye-laws (as either of the same may be lawfully  
amended from time to time) and in the Deed of Apartment.

Solemnly affirmed/sworn at.....aforesaid  
the.....day of.....

Before me.