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GOVERNMENT OF GUJARAT

URBAN DEVELOPMENT AND URBAN HOUSING DEPARTMENT

The Gujarat Ownership Flats Rules, 1974

Government Central Press, Gandhinagar.

1987

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THE GUJARAT OWNERSHIP FLATS RULES, 1974.

1. *Short title.*—These rules may be called the Gujarat Ownership Flats Rules, 1974.

2. *Definitions.*—In these rules, unless the context otherwise requires,—

(a) “Act” means the Gujarat Ownership Flats Act, 1973.

(b) “section” means a section of the Act.

(c) “Form” means a Form appended to these Rules.

(d) “Competent Officer” means the officer appointed under section 5.

3. *Manner of making disclosure.*—(1) A promoter for the purposes of making disclosure of any document referred to in section 3 or prescribed thereunder shall produce the original of such document before the person intending to take or taking one or more flats. Such person may ask the promoter all relevant questions for seeking further information or clarification in respect of any document or matter required to be disclosed, produced or furnished by or under the provisions of the Act; and the promoter shall be legally bound to answer all such questions to the best of his knowledge and belief.

(2) The promoter while making disclosure of the outgoings as required by clause (j) of sub-section (2) of section 3 shall state the basis on which any estimated figures or other information is given.

4. *True copies of certain documents to be given.*—A promoter shall on demand and payment of a reasonable charge therefore, give to any person intending to take or taking one or more flats true copies of the following documents, namely:—

(a) all documents of title relating to the land on which the flats are constructed or are to be constructed which are in the promoter's possession or power;

(b) the certificate by an attorney-at-law or advocate referred to in clause (a) of sub-section (2) of section 3;

(c) all documents relating to encumbrances (if any) on such land including any right, title, interest or claim, of any party in or over such land;

(d) the plans and specification of the building built or to be built on the land referred to in clause (c) of sub-section (2) of section 3;

(e) a list of fixtures, fittings and amenities (including the provision for one or more lifts) provided or to be provided for the flat;

(f) a list referred to in clause (g) of sub-section (2) of section 3;

(g) a list of all outgoings referred to in clause (j) of sub-section (2) of section 3 and the basis on which any estimated figures or other information is given to the person intending to take or taking the flat.

5. *Particulars to be contained in agreement for sale.*—The agreement for sale referred to in section 4 shall, *inter alia*, contain the following particulars, namely:—

(a) If the building is to be constructed, the liability of the promoter to construct it according to the plans and specifications approved by the local authority where such approval is required, under any law for the time being in force;

(b) the date by which the possession of the flat is to be handed over to the purchaser;

(c) the price to be paid by the purchaser of flat and intervals at which instalments thereof may be paid;

(d) the precise nature of the organisation to be constituted of the person who have taken or are to take the flats;

(e) the nature, extent and description of the common areas and facilities;

(f) the nature, extent and description of limited common areas and facilities, if any;

(g) percentage of undivided interest in the common areas and facilities appertaining to the flat agreed to be sold;

(h) statement of the use for which the apartment is intended and restriction on its use; if any

(hh) percentage of undivided interest in the limited common areas and facilities, if any, appertaining to the apartment agreed to be sold.

6. *Documents copies whereof to be attached to agreement.*—The promoter shall attach to the agreement referred to in section 4, copies of the following documents, namely:—

(a) the certificate by an attorney-at-law or advocate under clause (a) of sub-section (2) of section 3;

(b) the plans and specifications of the flat as approved by the concerned local authority.

7. *Fees to be paid under section 7 (2):*—The fee to be paid for making a reference under sub-section (2) of section 7 shall be one hundred rupees.

8. *Period for submission of application for registration of co-operative society or company of flat purchasers.*—Where a co-operative society or a company of persons taking the flats is to be constituted, the promoter shall submit an application to the Registrar for registration of the co-operative society or the company, as the case may be, within four months from the date on which the minimum number of persons required to form such organisation have taken flats. Where the promoter proposes to submit the property to the provisions of the Act by executing and registering a Declaration as required by the Act, then the promoter, shall inform the Registrar accordingly as soon as possible.

9. *Period for conveyance of title of promoter to organisation of flat or apartment purchasers.*—If no period for conveying the title of the promoter to the organisation of the flat or apartment purchasers is agreed upon, the promoter shall (subject to his right to dispose of the remaining flats or apartments, if any).

10. *Manner of making disclosure before the Officer appointed under section 5.*—(1) For the purpose of making disclosure of all transactions in respect of the account referred to in section 5 for the purpose of making disclosure of information and documents in the manner prescribed in these rules, a promoter shall produce before the officer appointed under the said section, the following documents in relation to such account within such time as that officer may fix in that behalf, namely:—

1. The Cash Book.
2. The General Ledger.
3. The Personal Ledger.
4. The Nominal Accounts.
5. The Receipts of Advances and Deposits.
6. The Vouchers of Expenditure.
7. Bank Pass Book.
8. The Register of flat purchasers or apartments owners.
9. The Register of flats or apartments.
10. The Statement indicating Receipt and Disbursement (General).
11. The Statement indicating Receipts and Disbursement of Individual Accounts.

(2) The Register of flat purchasers or apartment taken and the Register of flats or apartments shall be maintained in forms A and B respectively, and the statements at serial numbers 10 and 11 in sub-rule (1) shall be maintained in Form C and Form D, respectively. The other documents referred to in sub-rule (1) may be maintained according to the trade practice.

11. *Forms in which Book and index under sub-section (3) of section 28 to be kept.*—The book called “Register of Declarations and Deeds of Apartments under the Gujarat Ownership Flats Act, 1973” and index relating there to be kept under sub-section (3) of section 28 shall be in Form “E” and Form “E(1)” respectively.

12. *Form in which memorandum to be sent by Manager or Board of Managers under sub-section (4) of section 28.*—The memorandum required to be filed by a Manager or Board of Managers under sub-section (4) of section 28 shall be in Form F.

13. *Declaration under section 17.*—The Declaration to be executed and registered under section 17 by the sole owner or all the owners shall be in Form G.

14. *Declaration under sub-section (2) of section 20.*—(1) The Declaration to be executed by each apartment owner under sub-section (2) of section 20 shall be in Form H.

(2) The Declaration 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 officer within thirty days from the date of its execution or within such longer period as that authority may permit.

15. *Conveyance of apartments.*—All transfers of apartment by the sole owner or all the owner of the property (being an owner or owners who has or have executed and registered a Declaration in Form "H") to an apartment owner and subsequent transfers from an apartment owner to his transferee shall be by a Deed of Apartment.

16. *Parties to Deeds of Apartment.*—In the case of the first Deed of Apartment, the party of the first part shall be either the sole owner or all the owners of the property who has or have executed and registered the Declaration in Form "G" and the party of the second part shall be the apartment owner himself. In the case of subsequent Deeds of Apartment the party of the first part shall be the apartment owner himself and the party of the second part shall be his transferee.

17. *Contents of Deeds of Apartment.*—(1) The first Deed of Apartment shall be accompanied by a copy of the relevant floor plans of the building filed under sub-section (2) of section 28 and by a certificate of an architect certifying that the said floor plan shows the number and dimension of the apartment being conveyed and of the immediately adjoining apartments and that the said floor plan fully and accurately depicts the layout of the

apartment, its location apartment numbers, dimensions, approximate area, main entrance, common areas and facilities and limited common areas and facilities, if any, to which it has access, as built.

(2) In addition, the first and every subsequent Deed of Apartment shall include the following particulars, namely:—

(a) Description of the land as provided in section 26(1)(a) or the post office address of the property, including, in either case, the liber, page and date of executing the Declaration, the date and serial number of its registration under the Registration Act, 1908, and the date and other reference, if any, of its filing with the competent officer;

(b) The apartment number of the apartment in the declaration and any other data necessary for its proper identification;

(c) Statement of the use for which the apartments in intended and restrictions on its use, if any;

(d) the percentage of undivided interest appertaining to the apartment in the common areas and facilities;

(e) Any further details which the parties to the deed may deem desirable to set forth which are consistent with the Declaration and the Act;

(3) The provisions of this rule may be given effect to by referring to the relevant provisions made in the Declaration for the purpose of avoiding repetition of these relevant provisions in the Deed of Apartment.

(4) The apartment owner shall file a true copy of every Deed of Apartment to which he is a party in the office of the competent officer within thirty days from the date of its execution.

FORM "A"

Register of Flat Purchasers and Apartment Takers

[See rule 10(2)]

Register of persons purchasing ownership flats or apartments in the (name of building)(-----
and constructed by (name of builder).....

Sr.No.	Date of applica- tion	Name of of the person	Address	Date of Agree- ment	No. of flat or apart- ments	Floor	Amount paid	Date of Pay- ment	No. of Receipt	Date of receipt
1	2	3	4	5	6	7	8	9	10	11

FORM 'B'

Register of Flats and Apartments

[See rule 10(2)]

Register of flats or apartments sold in the (name of building).....
constructed (name of builder)

Serial No.	No. of flat or apartment	Name of purchaser	Address of the purchaser	Whether purchased or agreed to be purchased	Whether original purchaser or a transferee	Date of agreement	The price settled	No. of instalments and amount	Date of payment
1	2	3	4	5	6	7	8	9	10

FORM "C"

Statement Receipts and Disbursement (General)

[See rule 10 (2)]

Statement indicating personwise receipt and disbursements in respect of sums accepted as advance or deposit from the flat or apartment purchasers in the (name of building).....

Name of Flat or apartment purchaser.....Date of Agreement.....

Flat No. or apartment No.....Floor No.....

Serial No.	Date of payment	Receipt No.	Purpose	Date of deposit in the bank	Date of withdrawal from bank	Purpose of withdrawal	Date of disbursement	Voucher No.	Balance in account
1	2	3	4	5	6	7	8	9	10

FORM "D"

Statement of Receipts and Disbursement (Individual Account)

[See rule 10 (2)]

Statement indicating purposewise receipts and disbursements in respect of sums accepted as advance or deposit from flat or apartment purchasers in the (name of building).....
Constructed by (name of builder).....

Purpose of deposit of advance	From whom received	Date of Receipt	Receipt No.	Date of deposit in the bank	Date of withdrawal from the Bank	Purpose of withdrawal	Date of disbursement	Voucher No.	Balance
1	2	3	4	5	6	7	8	9	10

FORM "E"

[See rule 11]

"REGISTER OF DECLARATIONS AND DEEDS OF APARTMENTS UNDER THE GUJARAT OWNERSHIPS FLATS ACT, 1973"

- (1) Apartment No. shown in the plans annexed.....(2) Floor of the building
.....(3) Name of building.....(5) Name of Street/Road
(4) Street/Road No. where the building is situated.....(6) Name of builder.....
where the building is situated.....(b) Hissa No.....
(7) (a) Cadastral Survey No. of land.....
of land on which building is constructed :

(c) Town and division of land on which building is constructed.

(8) Registration District and sub-district in which Declaration and Deeds of Flats/Apartments are registered.

Serial No.	Date of application for registrations	Name of the Apartment owner	Address	Date of declaration	Date of register and serial No. of Declaration	Percentage undivided interest in common areas and facilities	Date of Deed of Apartment	Date of Registration and Serial No. of the Deed of Apartment	Price of Apartment	Date of payment of price
1	2	3	4	5	6	7	8	9	1	11

FORM "E(1)"

(See rule 11)

Name of the Apartment owner.	Place of residence	Situation of property.	Apartment No. Floor of the building and name of the building.	Nature of Deed (i.e. Declaration of Deed of Apartment) and consi- deration.	Date of Execu- tion and Registra- tion.	Serial No. Volume and page	Remarks
1	2	3	4	5	6	7	8

FORM "F"

FORM OF MEMORANDUM

(See rule 12)

1. Apartment No. shown in the plans annexed.
2. Floor of the building
3. Name of the building
4. Street/Road No. where the building is situated.
5. Name of Street/Road where the building is situated
6. Name of builder
7. (a) Cadastral survey No. of land
(b) Hissa No. of land on which Building is constructed.
8. Name of Apartment owner
9. Address
10. Percentage of undivided interest in common facilities.
11. Date of Declaration
12. Date of Deed of Apartment

FORM "G"

(See rule 13)

Owner's Declaration under Section 17.

In the (here enter name of city, town, village, taluka and district)
 on this day of
 19

(here enter name of sole owner or all the owners) hereinafter referred to as
 Grantor who is fully empowered and qualified to execute this Deed does
 here by State :

1. That the Grantor owns the following land situated in the
 (here enter city, town, village, taluka, district)
 which is described as follows, namely :—

(Here insert metes-and bounds description of land upon which the
 building is constructed and add the City Survey or Cadastral Survey Number
 or Survey Number. Also state the date and the details of registration of
 the last document of title under which the Grantor claims the land).

2. That the Grantor has constructed on the parcel of land described
 above a building known as† (here
 enter the name of the building), according to the plans attached hereto as
 Exhibit A which were approved by the
 (here insert name of the local authority) on the day of
 19, and which are made a part thereof,
 The Municipal Ward No., Street No. and House No. are as follows
 The postal address of the building is

3. That the said building consists of a basement, a ground floor and*
 upper floors. The ground floor
 will be used for commercial facilities, or other common purpose @
 The ground and* upper
 floors consist of individual apartments all for residential purposes. The
 upper floors are all capable of individual

utilisation on account of having their own exist to a common area and facility of the building and the apartments will be sold to one or more owners each owner obtaining a particular and exclusive property right thereto and each apartment constructing a heritable and transferable immovable property within the meaning of any law for the time being in force in the State (hereinafter referred to as "family unit"), and also an undivided interest in the general and/or restricted common areas and facilities of the building, as listed hereinafter in this Deed, necessary for their adequate use and enjoyment and hereinafter referred to as "general and/or restricted common areas and facilities," all of the above in accordance with the Gujarat Ownership Flats Act, 1973.

4. That the aforesaid building has a total building area of** square metres of which** square metres will constitute family units, and ** square metres will constitute general and/or restricted common areas and facilities.

5. That this condominium shall be known as "The † Condominium" and that the family units and common areas and facilities of the building will be as follows, namely :—

1. Family Units, Upper Floor.—In each of the upper floors, there are family units. The said family units will be alphabetically numbered consecutively from one to on each floor. These numbers will be preceded by the tenth which corresponds to each floor to with : those of the each floor will bear the numbers "1", "2" etc. Hereinafter such family unit will be referred to as Family Unit Type Number One, Family Unit Type Number Two, etc. respectively. Each family unit is equipped with*

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

(a) Family Unit-Type Number One.—It is a rectangular shaped apartment measuring metres long and metres wide, making a total area of square metres 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 family units consists of the following rooms :—

a hall of square metres, a living room of square metres, a dining room of square metres, a kitchen of square metres, which includes the sinks or washing area, a a gas or electric range, model colour bedrooms of square metres bathrooms of square metres. In addition, the family unit has a balcony (balconies) facing Street of square metres (A description of each type of family unit should follow as Items (b), (c), (d), etc.

2. Common areas and facilities.—

(a) The parcel of land described in paragraph 1 of this Deed.

(b) *A basement as shown in Exhibit A attached hereto and consisting of square metres.

(c) *The following facilities located in the basement :

(d) Parking facilities as shown in Exhibit A attached hereto and consisting of square metres.

(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 metres respectively.

(f) The following facilities located in the ground floor :—

(i) Commercial areas and facilities as shown in Exhibit A attached hereto, consisting of square metres and described as follows :—

(ii) A lobby and facilities as shown in Exhibit A attached here to, consisting of square metres, and described as follows :—

(iii)**.

(g) The following facilities located throughout the building and as shown in Exhibit A, attached hereto :—

(i) elevator(s);

(ii) an elevator shaft of square metres for the elevator(s) extending from the ground floor upto the floor;

(iii) a stairway, referred to in this Deed as stairway A of square metres, which leads from the ground floor to the roof of the building;

(iv) * a stairway, referred to in this Deed as Stairway B. of square metres, which leads from the open court to the upper floor;

(v) * a flue 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;

(vi) water tank located on the roof of the building;

(vii) elevator penth house with corresponding elevator equipment located on the roof of the building;

(viii) plumbing net-work throught the building;

(ix) electric wiring net-work throughout the building;

(x) necessary light, telephone and public water connections;

(xi) 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;

(xii) 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 restricted common area and facilities restricted to the family units of each respective floor, namely :—

(i) a lobby which gives access to the elevators, to the family unit, to the janitor's room, to to the corridor and to Stairway A;

— (ii) a room for the use of the janitor;

(iii) a corridor extending from the lobby to Stairway B.

6. (a) That the right, title and interest of each owner of a family unit in the general common area and facilities listed under letters (a) to (g) of sub-paragraph (2) of paragraph (5) 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 purposes in the meeting of the Association of Apartment Owners of the Condominium is based on the proportionate value of each family unit of the total value of all family units as follows namely :—

Family Unit Type Number one

..... present based on a value of Rs. for this apartment and a total value of for all family units, (here follows the proportionate value of family unit type number two to Family Unit Type Number).

(b) that the right, title and interest of each owner of a family unit, located on each of the upper floors in the restricted common areas and facilities located in the respective floor and listed under letter (h) of said sub-paragraph (2) of paragraph (5) and their proportionate share in the profits and common expenses in the said restricted common areas and facilities as well as the proportionate representation of voting purposes with respect to the said restricted common areas and facilities in the meeting of the Association of Apartment Owners of the.....

..... Condominium is based on the proportionate value of each family unit to the total value of all family units located on its respective floors, as follows, namely :—

Family Unit Type Number one

..... percent (here follows the right, title and interest of the family unit owners of Family Unit Type Number Two to Family Unit Type Number in the restricted common areas and facilities located in their respective floors).

(c) The proportionate representation for voting purposes provided in sub-paragraphs (a) and (b) of this paragraph may be limited in accordance with the provisions of the by-laws appended hereto as Exhibit B.

(d) Apartment/apartments and the percentage of individided 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.

7. That the Administration of Condominium consisting as aforesaid of the building and parcel of land described in paragraph (1 and 5) of this Deed shall be in accordance with the provisions of this Deed and with the provisions of the by-laws which are made a part of this Deed and are attached hereto as Exhibit B.

8. That a plan of apartment ownership is hereby constituted under and subject to the provisions of the Gujarat Ownership Flats Act, 1973 so that the family units of the upper floors may be conveyed and registered as individual properties capable of independents use, on account of each having its own exit to common areas and facilities of the building, each family unit owner having an exclusive and particular right, title and interest over his respective family unit and in addition the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities.

9. That for the purposes 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 28(5) of the Act 13(5) the value of the condominium is distributed as follows, namely :

(a) parcel of land described in paragraph 1 is valued at
 Rupees ;

(b) the building described in paragraph 2 and 3 is value at
 Rupees ;

10. That so long as the Grantor owns one or more of the family units, the Grantor shall be subject to the provisions of this Deed and of the Exhibits A and B appended hereto and the Grantor covenants to take no action which will adversely affect the rights 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.

11. That the general and/or restricted common areas and facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

12. That the percentage of the undivided interest in the general and/or restricted common areas and facilities specified herein shall not be changed except with the unanimous consent of all the apartment owners expressed in amendment to this Deed duly registered.

13. That the undivided interest in the general and/or restricted common areas and facilities shall not be separated from the family 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.

14. That each apartment owner shall comply with the provisions of this Deed, the By-laws, decisions and resolutions of the Association of Apartment Owners or its representative, 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.

15. That the dedication of the property to the Plan of Apartment Ownership herein shall not be revoked, or the property removed from the Plan of Apartment Ownership, or any of the provisions herein amended unless all of 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 duly registered instruments.

16. That no apartment owner of a family unit shall 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 restricted common areas and facilities or by the abandonment of his family unit.

17. All sums assessed to by Association but unpaid for the share of the common expenses chargeable to any family unit shall constitute a charge on such family unit prior to all other charges except only (1) charge, if any, on the family unit for payment of Government or municipal taxes or both, and (2) all sums unpaid on a first mortgage of the apartment.

18. That all present or future owners, tenants, future tenants 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 family 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 ratified. The respective family units shall not be rented or given on leave and licence or care taker basis by the apartment owners 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 family unit are provided customary hotel or boarding lodging or paying guest services other than the foregoing obligations, the apartment owners of the respective family units shall have the absolute right to lease such unit or give it on leave and licence or care taker basis provided that the said lease or leave or licence or care taker basis is made subject to the covenants and restrictions contained in this Declaration and further subject to the By-laws in Exhibit B appended hereto.

19. 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 Gujarat Ownership Flats Act, 1973.

20. That, where a family 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 family unit, then neither the mortgagee nor the purchaser who derives title to the family 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 assessments and enforcing same

as provided by law, and that such charge shall be subordinate to such mortgage.

21. That in a voluntary conveyance of a family 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 latter for his share of the common expenses upto the time of the grant or conveyance without prejudice to the grantee's right to recover from the Grantor the amounts paid by the grantee therefor. 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 for the amount of the unpaid assessments against the Grantor due to the Association and such grantee shall not be liable for, nor shall the family unit conveyed be subject to a charge for, any unpaid assessments made by the Association or Apartment owners against the Grant or in excess of the amount therein, set-forth.

22. 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 mortgagees holding first mortgages covering family units but without prejudicial to the right of the owner of a family unit to obtain individual family unit insurance.

23. That insurance premium for any blanket insurance coverage shall be a common expense to be paid 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 has here to set his hand this day of 197.....

Signed and Delivered by —

Shri

in the presence of

1.

and

2.

Exhibit A

(See clause Second).

(Here specify Plans).

† Here insert name of building as Apartment Villa.

* Rescribe air conditioning units, fans, geysers, if any, and other equipment which is attached to or is a part of the family unit.

@ Conform boundary description to actual facts.

** To be filled in.

EXHIBIT-B.

(See Clause 18)

By-laws of*..... condominium.

CHAPTER I

1. *Short title and application.*—(1) These by-laws may be called the by-laws of the* condominium.

(2) The provisions of these by-laws apply to the Condominium.

All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the building in any manner, are subject to the regulations set-forth in these by-laws.

The mere acquisition or rental or taking or licence of any of the family units (hereinafter referred to as "units") of the building or mere act of occupancy of any of the said units will signify that these by-laws are accepted, ratified, and will be complied with.

2. *Definitions.*—In these by-laws, unless the context otherwise requires,—

(a) "Act" means the Gujarat Ownership Flats Act, 1973;

(b) "Association" means the Association of all the Apartment Owners constituted by such owners for the purpose of the condominium;

(c) "Board" means a Board of Managers consisting of persons, all of whom shall be owners of apartment 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 17;

(f) "Majority of owners" means those owners holding 51 percent of the votes in accordance with the percentages assigned in the Declaration;

(g) "Owner" or "apartment owner" means the person owing 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.

3. *Apartment Ownership*.—The building located at street, City/town/village of in the District know as Condominium is submitted to the provisions of the Act.

4. *Objects of the Association*.—(1) The objects of the Association shall be—

(a) to be and to act as the Association of Apartment Owners of the building called at (hereinafter referred to as "the said building") who have filed their respective Declaration submitted their apartments to the provisions of the Act;

(b) to invest or deposit moneys;

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

(d) to retain and rent or licence, if possible, suitable portions of the common areas to outsiders for commercial purposes and to distribute the common profits left after deducting the common expenses amongst apartment owners as common profits or accumulate the same for building up a reserve fund;

(e) to provide for and do all and any of the matters provided in subsection (2) of section 16;

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

(g) to establish and carry on, on its own account, 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 may 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 and 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 by-laws for the purpose.

5. *Members of Association.*—(1) All persons who have purchased apartments in the condominium and executed respective Declarations under section 20 submitting their apartments to provisions of the Act shall automatically be the members of the Association and shall pay the sum of one rupee as entrance fee and may purchase at least one share of the face value of Rs. 100 each. Each apartment shall receive a copy of the by-laws on payment of one rupee.

(2) Upon any apartment owner selling his apartment or absolutely conveying the same by way of gift under his will or otherwise, the purchaser or donee shall automatically become a member of the Association, and shall be admitted as member on payment of the entrance fee of one rupee. The shares held by an apartment owner shall be transferred to the name of such purchaser or donee on payment of one rupee to the Association.

(3) On the death of an apartment owner, his apartment shall be transferred to the person or persons to whom he bequeaths the same by his will,

or to the legal representatives, of his estate, in case he has not made any specific bequest of the apartment. The name of the legatee or the names of the legal representatives jointly shall be entered in the register of apartment owners maintained by the Secretary for the purposes of administration of the Condominium 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.

6. *Joint apartment owners.*—Where an apartment has been purchased by two or more persons jointly, they shall be jointly entitled to the apartment and the shares of the Association 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 one share compulsory.*—Every apartment owner must hold atleast one share of the Association (joint apartment owners holding the shares jointly).

8. *Disqualifications.*—No apartment owner shall be entitled to vote on the questions of the election of members of the Board or the President, Secretary, Treasurer or any other office bearer or be entitled to stand for election to such office if he is in arrears on the last day of the year in respect of his contributions for common expenses to the Association for more than 60 days.

CHAPTER II

Voting, Quorum and Proxies.

9. *Voting.*—Voting shall be on a 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 by-laws, the presence in person of a majority of owners shall constitute a quorum.

11. *Votes to be cast in person.*—Vote shall be cast in person.

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, decisions and resolutions of the Association shall require approval by a majority of owners, casting votes in persons.

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

14. *Annual Meetings.*—The first annual meeting of the Association shall be held on (date). Thereafter, the annual meeting of the Association shall be held on the (1st, 2nd, 3rd, 4th) (Monday, Tuesday, Wednesday, etc.) of (month) each succeeding year. At such meetings there shall be elected by ballot of the apartment owners of Board of Managers in accordance with the requirements of by-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 the 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 Housing Commissioner, or as the case may be, the Registrar 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 four-fifths of the owners present in person.

16. *Notice of meetings.*—It shall be the duty of the Secretary to mail 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 apartment owner, at least 2 but not more than 7 days prior to such meeting. The mailing or sending of a notice in the manner provided in this by-law shall

be considered notice served. Notices of all meetings shall be mailed or sent to the Housing Commissioner, or as the case may be, the Registrar.

17. *Adjourned meetings.*—If any meeting of owners can not be organised because a quorum has not attended, the owners who are present, may adjourn the meeting to a time not less than forty-eight hours from the time of the original meeting. If at such adjourned meeting also, there is no quorum the owners present in person being not less than two shall form a quorum.

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

- (a) Roll call.
- (b) Proof of notice meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of Officers.
- (e) Reports of the Housing Commissioner, or the Registrar or of the officer duly authorised by them, if present.
- (f) Report of Committees.
- (g) Election of Board of Managers.
- (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 of Managers.

20. *Powers and duties of Board.*—The Board of Managers shall have the powers and duties necessary for the administration of the affairs of Associ-

ation and may do all such acts and things as are not by-law or by these by-laws directed to be exercised and done by the owners.

21. *Other duties.*—In addition to duties imposed by these by-laws or by resolutions of the Association, the Board shall be responsible for the following matters, that is to say,—

(a) care, upkeep and surveillance of the.....
Condominium and the common areas and facilities and the restricted common areas and facilities ;

(b) collection of monthly assessment from the owners;

(c) designation, employment, remuneration and dismissal of the personnel necessary for the maintenance and operation of the.....
Condominium, the common areas and facilities and the restricted common areas and facilities.

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

(e) to inspect the accounts kept by the Secretary and or 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 sanction working expenses, count cash balance and deal with other miscellaneous business ;

(g) to see that cash book is written up promptly and is signed daily by one of the members of the Board authorised in this behalf ;

(h) to hear and deal with complaints.

22. *Manager.*—The Board may employ for the Association a manager at a compensation determined by the Board to perform such duties and services as the Board shall authorise including, but not limited to the duties listed in by-law 21.

23. *Election and term of office.*—As the first annual meeting of the Association, the term of office of two Managers shall be fixed for three years. The term of office of two Managers shall be fixed at two years, and the term of office Manager shall be fixed at one year. At the expiration of the initial term of office of each respective Manager, his successor shall be elected to serve a term of three years. The Managers shall hold office until their successors have been elected and hold their first meeting. (If a large Board of Managers is contemplated, the terms of office should be established in a similar manner so that they will expire in different years.).

24. *Vacancies.*—Vacancies in the Board of Managers 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 the apartment owners and successor may then and there be elected to fill the vacancy thus created. Any Manager whose removal has 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 of Managers shall be held within ten days of election at such place as shall be fixed by the Manager 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 present.

27. *Regular Meetings.*—Regular meetings 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 meetings of the Board shall be given to each Manager, personally or by mail, or telegram, at least three days prior to the day named for such meetings.

28. *Special Meetings.*—Special meetings of the Board may be called by the President on three days' notice to each Manager, given personally or

by mail, or telegram, which notice shall state the time, place (as hereinabove provided) and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three Managers.

29. *Waiver of notice.*—Before or at any meeting of the Board any Manager, may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Manager at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Managers are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

30. *Quorum.*—At all meetings of the Board, one third of the total strength of the Managers shall constitute a quorum for the transaction of business, and the acts of the managers present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice, provided there is a quorum present.

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 Association.

CHAPTER V

Officers

32. *Designation.*—The principal officers 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 of Managers. The Board may appoint an Assistant Treasurer, and an Assistant Secretary and such other Officers as in their judgement may be necessary. (In the case of an Association of one hundred owners or less, the Offices of Treasurer and Secretary may be filled by the same person).

33. *Election of Officers.*—The officers of the Association shall be elected annually by the Board of Managers at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

34. *Removal of Officers.*—Upon an affirmative vote of a majority of the members of the Board any officer may be removed, either with or without cause, and his successor 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 at all the meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including, but not limited to the powers to appoint committees from among the owners from time to time as he may in his discretion decide to be appropriate 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 Board shall appoint some other member of the Board so as to act on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

37. *Secretary.*—The Secretary shall keep the minutes of all meetings of the Board and the minutes of all meetings of the Association. He shall have charge of such books and papers as the Board may direct, and he shall, in general, perform all the 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 and for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys 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 Board of Managers.

CHAPTER VI

Obligations of the apartment owners.

30. *Assessments.*—All owners are obliged to pay monthly assessments imposed by the Association to meet all expenses relating to the Condominium which may include an insurance premium for a policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard or calamity. The assessments shall be made pro-rate according to the value of the unit owned, as stipulated in the Declaration. Such assessments shall include monthly payment to a General Operating Reserve and a Reserve Fund for Replacements.

40. *Maintenance and repair.*—(1) Every owner must perform promptly, all maintenance and repair work within his own unit, which if omitted would affect the Condominium 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.

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

(3) As owned 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 units-internal changes.*—(1) All units (except units on the*) shall be utilised for residential purposes only.

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

42. *Use of common areas and facilities and restricted common areas and facilities.*—(1) An owner shall not place or cause to be placed in the lobbies vestibules, stairways, elevators and other areas of Condominium and 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) The Condominium shall be elevators devoted to the transportation of the owners and their guests *and for freight service or auxiliary purposes. Owners and tradesmen are expressly required to utilise exclusively a freight or service elevator for transporting packages, merchandise or any other object that may affect the comfort or well-being of the passengers of the elevators dedicated to the transportation of owners, residents and guests.*

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 or the Association in case of any emergency originating in or threatening his unit, 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 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 immediate entry shall not be subject to prior request or convenience.

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

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

*Here specify number of apartment if any used for commercial purposes

(3) It is prohibited to hang garments, rugs, etc., from the windows, balconies, or from any of the facades of the condominium.

(4) It is prohibited to 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 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 dust bin.

(6) No owner, resident or lessor shall install wiring electrical or telephone installation, television antennae machines or air conditioning units, etc. on the exterior of the Condominium or that protrude through the walls or the roof of that Condominium except as authorised by the Association.

CHAPTER VII

Funds and their investment

45. *Funds*.—Funds may be raised by the Association in all or any of the following ways, namely :—

- (a) by shares;
- (b) by contributions and donations from the apartment owners;
- (c) from common profits which shall form the nucleus of the Reserve Fund;
- (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 namely :—

- (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 Trusts Act, 1882, or

(c) in any co-operative bank other than those referred to in clause (a) of this by-law; or in any banking company approved for this purpose by the Associations.

47. *Affiliation.*—Should there be any Federations of apartment owners in the locality in which the Condominium is situate, 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.*—(1) A bank 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 at any time Rs. 100 for petty expenses. All payment above Rs. 20 shall be made by cheques signed by the Secretary, and one member of the Board of Managers.

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

(3) The Association shall on or before 31st July in each year publish an audited annual financial statement in respect of the common areas and facilities containing :—

(a) the profit and loss account;

(b) the receipts and expenditure of the previous financial year, and

(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 the liabilities and assets and how the value of fixed assets has been arrived at.

(4) The audited financial statement shall be open to the inspection of any member of the Association during office hours and in the office of the Association and a copy thereof, shall be submitted to the competent authority not later than 15th August, every year.

(5) Every financial statement shall be accompanied by a complete list of the apartment owners. There shall also accompany the financial statement a similar list of loanees. The financial statement shall state upto what date profits and expenses of common areas are included.

49. *Publications 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 Auditor.*—The Association shall appoint at its general meeting, an auditor who shall audit the accounts of the Association to be prepared by the Boards 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 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.*—An owner who mortgages his unit, shall notify to the Association through the Manager if any, or the President of the Board in the event there is no Manager, the name and address of his mortgages, 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 a unit report any unpaid assessments due from the owner of such unit.

CHAPTER IX

Compliance

54. *Compliance.*—These by-laws are set forth to comply with the requirements of the Gujarat Ownership Flat Act, 1973. In case, any of the these by-laws conflict with the provisions of the said Act, it is hereby agreed and accepted that the 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, and shall be used only under the outhority of a resolution of the Board of Managers 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 and the Secretary or any other person authorised by the Association in that behalf.

CHAPTER X

Amendments to plan of Apartment Ownership

56. *Amendment of by-laws.*—These by-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 percent of the total value of all units in the Condominium as shown in the Declaration.

APARTMENT TAKER'S

DECLARATION UNDER SECTION 20.

FORM—H

Form of Declaration to be executed by each apartment owner under section [20(2) of the Gujarat Ownership Flat Act, 1973.]

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 No. 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 the Declaration, shall hereafter be subject to the provisions of the Gujarat Ownership Flats Act, 1973 (Gujarat 13 of 1973) 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 by-laws forming part thereof, and attached hereto, as Exhibit 'B' and with the administrative rules and regulations adopted pursuant to such by-laws (as either of the same may be lawfully amended from time to time) and the Deed of Apartment.

Solemnly affirmed/sworn at
aforesaid, the day of

Before me.



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