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# Bare Acts Live

Central Acts and Rules Amended and Updated

- ✓ Haryana Apartment Ownership Act, 1983 (HL035.HTM)
- Haryana Apartment Ownership Act, 1983 (HL035.HTM#0)
- Haryana Apartment Ownership Rules, 1987 (HL036.HTM#0)

## ***Haryana Apartment Ownership Rules, 1987.***

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hl036

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Town and Country Planning Department

The 20th November, 1987

**No. G.S.R. 100/H.A. 10/83/S. 25/87.** - In exercise of the powers conferred by sub-section (1) of section 25 of the Haryana Apartment Ownership Act, 1983 (Haryana Act No. 10 of 1983), the Governor of Haryana hereby makes the following rules, namely :-

**1. Short title** - These rules may be called the Haryana Apartment Ownership Rules, 1987.

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

- (a) "Act" means the Haryana Apartment Ownership Act, 1983;
- (b) "form" means a form appended to these rules;
- (c) "section" means a section of the Act.

**3. Form of declaration [Section 25]** - The declaration to be executed, and registered under Section 2 of the Act by the sole owner or all the owners shall be in form A.

**4. Deed of apartment [Section 5(2)]** - (1) The deed of the apartment to be executed by each apartment owner under sub-section (2) of Section 5 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 apartments [Section 5(2)]** - All transfers of apartment by the sole owner or all 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 an apartment owner to his transferee shall be by a deed of apartment.

**6. Form of Register of declaration etc. [Section 13(3)]** - (1) The register of declaration and deeds of apartments for the purpose of sub-section (3) of Section 13 shall be in form C.

(2) The index to such register shall be in form D.

**7. Form for sending certified copy of declaration and deed of apartment, [Section 13(4)]** - The Manager or Board of Managers shall send a certified copy of the declaration and deed of apartment in form E.

### **Form A**

Marginal notes instructions for filling certain block spaces.

(See rule 3)

#### 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 do hereby state :-

I. 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 :-

II. that the Grantor has constructed on this parcel of land, described in I 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 198....., 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

III. That the said property consists of the following :- (insert here the details of scheme as the areas under common buildings and services of roads, public health, electrification and recreational facilities, Numbers and types of blocks, details of apartments and facilities at different levels in each type of block etc.) The various residential apartments of the scheme are all capable of individual utilisation on account of having their own exit to common areas and facility of the building/property scheme; and the apartments 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 restricted 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

(a) General facilities, for all apartments of the scheme;

(b) Common facilities for dwelling units of individual block; and

(c) Restricted common facilities for D.U.'s on same floor of individual all the block above in accordance with Haryana Apartment Ownership Act, 1983.

- IV. That the aforesaid building/housing scheme has a total building area of.....Square metres on all floors, of which.....square metres will constitute the dwelling units and remaining....Square metres will constitute the general and/or restricted common areas and facilities.
- V. that this condominium shall be known as "....." (insert the building/scheme as given in II 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.

*Dwelling Units*

Block index	Floor	Type of D.U's.	Description of D.U's.	Built-up area of D.U's.	Numbers of such D.U's.	Number of such block
A	Ground	A-1				
		A-2				
		A-3				
	First	A-11				
		A-12				
		A-13				
	Second	A-21				
		A-22				
B	Ground	B-1				
		B-2				
		B-3				
	First	B-11				
		B-12				
		B-13				
	Second	B-21				
		B-22				

The said dwelling units shall be systematically numbered indicating the block, floor and apartment number. The area of D.U's. include all outer walls and one half of common walls.

*Common Areas and Facilities.* - In the parcel of land described in para I of this deed, consists of common approach roads, car parking, land-scape and parks, community centres, Lounges, corridors, staircases, lifts and common services and equipments, etc. as detailed below :-

- (a) General common areas and facilities for complete scheme;
- (b) Common facilities restricted for D.U's. of individual blocks :-  
 block (A) ..... block (B) ..... block (C) .....

(c) Common facilities restricted for floor-wise use, block-A

(floor one) ..... (floor two) ..... (floor three).....

block B (floor one) ..... (floor two).....

VI(a) that the right, title and interest of each owner of a dwelling unit in general common areas and facilities listed in para V(2)(a) and their proportionate share in the profit and common expenses in the said general common areas and facilities as well as the representation for voting purpose in the meeting of the Association of Apartment Owners of the ..... condominium is based on the proportionate value of each D.U. to the total value of all such D.U's. as follows :-

Total Volume of all the Dwelling Units in the scheme Rs. ....

Type of Dwelling units	Value of each D.U.	Percentage of interest in common facilities and voting	Total number of such D.U's	Total percentage 3 and 4
100% G.T.				

(b) that the right, title and interest of each owner of a Dwelling unit in different blocks and on different floors, in the restricted common facilities for different blocks and different floors as listed in paras V(2)(b) and V(2)(c) respectively, and their proportionate share in the profit and common expenses in the said sets of restricted common areas and facilitates, as well as the proportionate representation of voting purpose with respect to the said restricted 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 D.U's. located in that block and on their respective floors as follows :-

Total value of all dwelling units in each block and floor is :-

Block A Total Rs. .... G. floor Rs. .... 1st floor Rs. ....

Etc. floor Rs. ....

Block B Total Rs. .... G. floor Rs. .... 1st floor Rs. ....

Etc. floor Rs. ....

Block	Floor	Type of D.U.	Value of such D.U.	Percentage of restricted common facilities and voting	
				Block-wise	Floor-wise

1	2	3	4	5	6
Nos. of each D.U.s.			Totals of %		
In this block	In this floor	Block-wise	Floor-wise		
7	8	9	10		

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

(d) Apartment/apartments and the percentage of undivided interests 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.

VII. 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 by-laws which are made a part of this Deed and are attached hereto as Exhibit B;

VIII. That as appears above a plan of apartment ownership is hereby constituted under and subject to the provisions of the Haryana Apartment Ownership Act, 1983, so that the family units of the .... upper floors may be conveyed and registered as individual properties capable of independent use, on account of each having its own exits to a common area and facility of the building, each family unit owner having an exclusive and particular right, title and interest over his respective family unit and in addition to the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities;

IX. That for the purposes of stamp duty and registration fees to be imposed on the registration of this deed in the Register of declarations and deeds of Apartment under Section 13(5) 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 .....);

X. 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 attached 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;

XI. 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

XII. that the percentage of the undivided interest in the general and/or restricted common areas and facilities established herein shall not be changed except with the unanimous consent of all the apartment owners expressed in amendment to this deed duly registered;

- XII. 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;
- XIII. 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 resolution, shall be grounds for an action to recover sums due for damages, or for injunctive relief;
- XIV. 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 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;
- XV. that no apartment owner of a family 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 restricted common areas and facilities or by the abandonment of his family unit;
- XVI. all sums assessed by the 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;
- XVII. 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 apartments owners thereof for transient or hotel purposes, which shall be defined as (a) rent 1 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 or 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 Bye-laws in Exhibit-B attached hereto :
- XVIII. that if the property, subject to the plant of Apartment Ownership is totally or substantially damaged or destroyed, the repair, reconstruction, or disposition of the property shall be as provided by the Haryana Apartment Ownership Act, 1983;
- XIX. that where a family unit is sold by a mortgagee 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 be family unit at such sale or his successors or assigns shall be liable for assessments by the association which became 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;

XXI. 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 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 family 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;

XXII. 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 family units but without prejudice to the right of the owner of a family unit to obtain individual family unit insurance;

XXIII. 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.....19

Signed and delivered by

In presence of -

1. Signatures.....Full name.....and address.....
2. Signature.....Full name.....and address.....

#### Annexures

1. Exhibit A - as referred to in clause II.
2. Exhibit B - as referred to in clause XVIII.

#### **Exhibit A**

(See Clause II of Form A)

Here annex attested copies of plans of the scheme as sanctioned by competent 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 buildings and services 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 or 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 XVIII of Form A)

By-laws of.....Condominium

### **CHAPTER I**

**1. Short title and Application** - (1) These by-laws may be called the By- laws of the.....(here insert the name of condominium), 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 on 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 bye-laws are accepted, ratified and will be complied with.

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

- (a) "Act" means the Haryana Apartment Ownership Act, 1983;
- (b) "association" means the association of all the apartments 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 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 2;
- (f) "majority of owners" means those owners holding 51 per cent of the votes in accordance with the percentages assigned in the declaration;
- (g) "owner" or "apartment owner" 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.

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

**4. Objects of 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 called "the said building") who have filed their respective Declarations submitting 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 contribution 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 the 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 sub-section (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 :
  - (1) to do all things necessary or and otherwise provide for their welfare expedient for the attainment of the objects specified in these by- laws.
  - (2) The Association shall not act beyond the scope of its objects without fully 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 5 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 owner shall receive a copy of the bye-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 legal representatives jointly shall be entered in the register of apartment owners maintained by the Secretary for

the purpose 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 at least one share of the Association (joint apartment owners holding the shares jointly).

**8. Disqualification.** - 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.** - Votes shall be cast in person.

## CHAPTER III

### *Administration*

**12. Powers and Duties of Association.** - The association will 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, resolutions of the Association shall require approval by a majority of owners, casting votes in person.

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

**14. Annual Meetings.** - The first annual meeting of the association shall be held on.....(date). Thereafter, the annual meetings 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 a Board 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 or 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 cannot 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 the original meeting was called. If at such adjourned meeting also, no quorum is present the owners present in person being not less than two shall form a quorum.

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

- (a) Roll Call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of Officers.
- (e) Report 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 the Association, and may do all such acts and things as are not by law or by these bye-laws directed to be exercised and done by the owners.

**21. Other Duties.** - In addition to duties imposed by these by-laws or by resolution of the Association, the Board shall be responsible for the following 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 personal 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 the 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.** - At the time of first annual meeting of the Association the term of office of the 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 of one 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 larger Board 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 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 a 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 shall be held within ten days of election at such place as shall 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 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 telegraph, 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 telegraph, which notice shall state the time, place (as herein above 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 meetings 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.** - 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 premiums 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 judgment 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 Organisation 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 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, but not limited to the power 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 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 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 Secretary.

**38. Treasurer.** - The Treasurer shall be responsible for Association funds and securities and shall also be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposits 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*

**39. 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 rata according to the value of the unit owned, as, stipulated in the Declaration. Such assessments shall include monthly payments 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 in entirety 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 unit 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) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

**41. Use of Family units. - Internal changes.** - (1) All units (except units on the ... ). (here specify number of apartments, if any, used for commercial purposes) shall be utilized for residential purpose 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 objection 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 have ..... elevators ..... devoted to the transportation of the owners and their guests and ..... for freight service or auxiliary purposes. Owners and tradesman are expressly required to utilize exclusively a freight or service elevator for transporting packages, merchandise or any other object that may effect 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 installation, alteration, 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 emergency, such right of entry shall be immediate.

**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 noises 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.

(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 installations 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 lessee shall install wiring for electrical or telephone installation, television antennae, machines or air conditioning units etc. on the exterior of the ..... Condominium or that protrude through the wall or the roof of that Condominium except as authorised by the Association.

## CHAPTER VII

### *Funds and their Investments*

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

- (a) by share;
- (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 :-

- (a) in the Central Co-operative Bank or in the State Co-operative Bank; or
- (b) in any of the securities specified in Section 20 of the Indian Trust Act, 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 Association.

**47. Affiliation.** - Should there be any Federation of apartment owners in the locality in which the .... Condominium is situated, the Association may, after consulting the competent authority, become a member thereof, and pay the sums from time to time payable to such Federation under the rules thereof.

**48. Accounts.** - A banking account shall be opened by the Association into which all moneys received on behalf of the Association, shall be paid provided that the Secretary may retain in his personal custody an amount not exceeding Rs. 100 for petty expenses. All payments 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 of profits from common areas and contributions towards common expenses, and his share of assessment and other dues, if any, in respect of his apartment.

(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 these 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 up to what date profits and expenses of common areas are included.

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

**50. Appointment of Auditor.** - The Association shall appoint at its general meeting, an auditor who shall audit the accounts of the Association to be prepared by the Board as herein before 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 the law, or specially report to the Association in what respect he finds it incorrect, unvouched 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 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 mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees 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 Haryana Apartment Ownership Act, 1983. In case, any of 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 authority of a resolution of a Board of Managers and every deed or 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

### *Amendment 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 per cent of the total value of all units in the ..... Condominium as shown in the declaration.

### **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 Haryana Apartment Ownership Act, 1983 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 by-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....

### Form C

[See rule 6(1)]

#### Form of Register for Declarations and Deeds of Apartments

A. Particulars of apartment scheme - Name of scheme.....Location of scheme, road etc.....City....Postal Index.....Distt.

B. Particulars of builder/promoter - Name.....Address.....

C. Revenue particulars of scheme area - H.B. No.....Rect. No.....Khasra No.....

D. Index of apartment as shown in the plan annexed - Block.....Floor.....Apt. No.....Type.....

E. Registration office, tehsil, Distt. in which the declaration and deed of apartment are regularised.....

Sl. No.	Date of application for registration	Name of apartment owner	Address	Date of declaration	Date of registration of the declaration
1	2	3	4	5	6
	Percentage of undivided common interest	Date of deed of apartment	Date of registration of deed of apartment	Price of apartment settled	Date of payment of price
Scheme					
Block Floor					
7	8	9	10	11	

### Form D

[See rule 6(2)]

#### Form of Index to Register

Name of executing party	Place of residence	Situation of property	Apartment No. floor of the building and name of the building	Nature of deed (i.e. declaration or deed or apartment) and consideration
1	2	3	4	5
Date of Execution Registration	Serial No. volume and page	Remarks		
6	7	8	9	

### Form E

[See rule 7]

#### Form of Memorandum

A. Particulars of the apartment scheme - Name of scheme.....Location of scheme, roads....City.....Postal Index.....Distt.....

B. Particulars of builder - Name.....Address.....

C. Particular of Scheme area - H.B. No.....Rect. No.....Khasra No.....

D. Index of apartment as shown in plan annexed -Block.....Floor.....Apt. No.....Type.....

E. Particulars of apartment owner - Name.....Address.....Percentage of undivided interest in.....Scheme....Block.....Floor.....

F. Registration of apartment Deed. - Office of Registration.....Day...month....Year...

G. Registration of declaration - Office of registration.....Date....Month..... Year.....

Signature of apartment owner

(for registration of apartment deed)

Signature of promoter/builder

(for registration of declaration)

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