(Draft for Discussion)

**The Rajasthan Apartment Ownership Rules, 2020**

In exercise of the power conferred by section 33 of the Rajasthan Apartment Ownership Act, 2015 (Rajasthan Act no. XIII of 2015), the Government of Rajasthan hereby makes the following rules, namely:

1. **Short Title, extent and commencement:** These Rules may be called the Rajasthan Apartment Ownership Rules, 2020.
2. **Definitions:** In these rules, unless the context otherwise requires. -
3. **“The Act” means** the Rajasthan Apartment Ownership Act, 2015;
4. **“Bye-laws”** means the bye-laws made by the association under this act;
5. **“Form”** means a form appended to these rules;
6. **“Section”** means a section of the Act.
7. Words and expressions used in these rules, but not defined herein shall have the meaning, respectively, assigned to them in the Act.
8. **Form and manner of Application to the Competent Authority:** An Application has to be filed in the office of the Competent Authority under sub-section (2) (a) of Section 11 in **FORM A.**
9. **Deed of Transfer of Apartment:** The Deed of the Transfer of Apartment to be executed and registered under Section 11 and 12 of the Act shall be in prescribed **FORM B** along with the Annexe of the Details of with particulars **Annex 1**. The Deed of transfer of apartment shall be sent to Registering officer in **FORM C.**
10. **Register of Deeds of Transfer of Apartment:** (1)In all registration offices, a book called “Register of Deeds of Transfer of Apartments under the Rajasthan Apartment Ownership Act, 2015” and an index relating thereto shall be kept in such form and shall contain such particulars as Mentioned in **FORM D.**

(2)An index relating thereto shall be kept in such form and shall contain such particulars in prescribed **FORM E.**

1. **Manner of Appeal to Appellate Authority:** (1) Notwithstanding anything contained in any law for time being in force but subject to the provisions of sub-section (6) of section 11, any person aggrieved by any order of the Competent Authority under this Act may, within a period of thirty days of communication of the order to him, prefer an appeal in prescribed **FORM F** to the Appellate Authority.

(2) Every Appeal Filed Shall be accompanied by a fee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in the form of a demand draft or bankers cheque on a nationalized bank at the station where the seat of the said Appellate Authority is situated or proof of the payment through online mode.

**Form 'A'**

***[See rule 3]***

**Form of Filing application for enforcing the registration of transfer**

To

The Competent Authority,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sir,

I/We request to apply for issuing a **Deed of Transfer of Apartment** to be produced before the registering Officer concerned for enforcing the registration of deed/endorsement on the deed/sub-lease as the case may be in my/our name in pursuance of the agreement of sale/sub-lease made between the promoter/apartment owner and me/us.

The requisite particulars are given here under: -

1. Name of the applicant.
2. Father's Name.
3. Address for correspondence.
4. Number and location of apartment.
5. Area of apartment in square metres, in possession of the applicant
6. Consideration money paid.
7. Details of agreement of Sale/Hire purchase (enclose copy of the agreement of sale/Hire-purchase).
8. Name of the promoter/Apartment Owner.
9. Date of agreement\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.
10. Any other particulars.

Enclosed: Four Copies of the Deed of Transfer of Apartment (FORM B with Annex 1)

Dated:

Place:

Yours faithfully,

( )

Promoter/Apartment Owner

**FORM B**

**(Under section11 and section 12 of the Rajasthan Apartment Ownership Act, 2015)**

**[See rule 3]**

**Deed of Transfer of Apartment**

1. Shri/Smt …………………………..Son of /Daughter of /Wife of ………………………………. aged ……...Years solemnly declare that I am the first / present owner of Apartment No………… on the……………Floor of the building now on the construction / already constructed, RERA Registration No……………………..called………………………………Premises,

Affix Photo

situated at……………………………..............(Road / Street name) ………………...in the City/Town/ Village of……………………...of ……………………...in the District of ……………………………….

1. I derived title to the said apartment by a Sale Deed Bearing No……………………. executed between …………………………. and myself on ……………………….
2. I hereby declare that I, Shri/Smt ……………………………….…………………...my heirs………………………………………. executors, administrators and assigns and the said apartment referred to in paragraph 1 of the Deed, shall hereafter be subject to the provisions of the Rajasthan Apartment Ownership Act, 2015 (Rajasthan Act no. XIII of 2015) and I further declare that I shall comply strictly with the covenants, conditions and restrictions set forth in the Deed and with the Bye-laws forming part thereof and annexed thereto …………………………… and with the administrative rules and regulations adopted pursuant to such bye-laws (as either of the same may be lawfully amended from time to time) as in the Deed of transfer of Apartment and **Annex 1**.
3. The common profits of the property shall be distributed among, and the common expenses shall be charged to, the apartment owners according to the percentage of the undivided interest of the apartment owners in the common areas and facilities of the (mention name of the apartment) ………………. Apartment each shall be in the proportion as mentioned above.
4. The common profits of the property shall be distributed among, and the common expenses shall be charged to, the apartment owners according to the percentage of the undivided interest of the apartment owners in the Limited common areas and facilities of the (mention name of the apartment) ………………... Apartment each shall be in the proportion as mentioned above.
5. Where the apartment owner is not himself in the occupation of the apartment owned by him, the common expenses payable by such apartment owner shall be recoverable from the person in the occupation of the apartment.
6. That the Administration of ………………. Apartment consisting as aforesaid of the building and parcel of land described in this Deed shall be in accordance with the provisions of this Deed and with the provisions of the bye-laws which are made a part of this Deed.
7. That as appears above a plan of Apartment Ownership is hereby constituted under and subject to the provisions of the Act, so that the apartments of ground/ and ……………...... upper floors may be conveyed and registered as individual properties capable of independent use on account of each having its own exit to a common area and facility of the building, each apartment of ground/ and …………………… upper floors may be conveyed and registered as individual properties capable of independent use on account of each having its own exit to a common area and facility of the building, each apartment owner having an exclusive and particular right, title and interest over his respective apartment and in addition the specified undivided interest in the common areas and facilities and/are restricted common areas and facilities.
8. That for the purpose of registration fee to be imposed on the registration of this Deed of Apartment a fee of Rs…………… (Rupees…………. only) per square metre of land and Rs.…………… (Rupees…………… only) per square metre of building is to be paid to the competent authority.
9. That so long as the owner, own one or more apartments, the owner shall be subject to the provisions of this Deed and of the Annex 1 and the owner covenant 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 apartment.
10. 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.
11. The percentage of the undivided interest of each apartment owner in the common areas and facilities shall have a permanent character and shall not be altered without the written consent of all the apartment owners.
12. The percentage of the undivided interest in the common areas and facilities shall not be separated from the apartment to which it appertains and shall be deemed to be conveyed or encumbered with the apartment, even though such interest is not expressly mentioned in the conveyance or other instrument.
13. The common areas and facilities shall remain undivided and no apartment owner or any other person shall bring any action for partition or division of any part thereof, and any covenant to the contrary shall be void.
14. Each apartment owner may use the common areas and facilities in accordance with the purposes for which they are intended without hindering or encroaching upon the lawful rights of the other apartment owners.
15. No apartment owner shall do any work which would be prejudicial to the soundness or safety of the property or reduce the value thereof or impair any easement or hereditament nor shall any apartment owner add any material structure or excavate any additional basement or cellar without first obtaining the consent of all the other apartment owners. Association of apartment owners formed as per the provisions of the Act.
16. The necessary work relating to maintenance, repairs and replacement of the common areas and facilities and the making of any additions or improvements thereto, shall be carried out only in accordance with the provisions of this Act and the bye-laws.
17. The Association shall have the irrevocable right, to be exercised by its governing body, to have access to each apartment from time to time during reasonable hours for the maintenance, repairs or replacement of any of the common areas or facilities therein, or accessible there from, or for making emergency repairs therein necessary to prevent damage to the common areas and facilities or to any other apartment or apartments.
18. Each apartment owner shall comply strictly with the bye-laws and with the covenants, conditions and restrictions set forth in the Deed of Transfer of Apartment, and failure to comply with any of them shall be a ground for action to recover sums due for damages, or for injunctive relief, or both, by the Association, or, in a proper case, by an aggrieved apartment owner
19. Each apartment, together with the undivided interest in the common areas and facilities appurtenant to such apartment, shall, for all purposes, constitute as a heritable and transferable immovable property within the meaning of any law for the time being in force, and accordingly, an apartment owner may transfer his apartment and the percentage of undivided interest in the common areas and facilities appurtenant to such apartment by way of sale, mortgage, lease, gift, exchange or in any other manner whatsoever in the same manner, to the same extent and subject to the same rights, privileges, obligations, liabilities, investigations, legal proceedings, remedy and to penalty, forfeiture or punishment as any other immovable property or make a bequest of the same under the law applicable to the transfer and succession of immovable property:

Provided that where the building is on leasehold land, the transfer shall be subject to the terms and conditions of the lease: Provided further that no apartment shall be transferred without obtaining no-dues certificate from the Association.

1. That the Member or Governing Body of Members of the Association shall obtain and continue in effect blanket property, insurance in form and amounts satisfactory to mortgages holding first mortgagee covering apartments but without prejudice to the right of the owner of an apartment to obtain individual apartment insurance.
2. 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 for the association and used solely for the payment of the blanket property insurance premiums as such premiums become due.

In witness I/we have set our hands this .............................day of .................20..............and solemnly declare that what is stated in.....................is true to my/our knowledge and what is stated in ..................... is to my/our information received from........................

1. Shri/Smt............................................................Sole owner/or all the owner of the property
2. Shri/Smt............................................................
3. Shri/Smt............................................................
4. and so on, -

in the presence of-

1. ................................

and

1. ................................

Solemnly affirmed before me this....................... Day of 20.........

 (Authorized Signatory)

Competent Authority

**Form 'C'**

***[See rule 4]***

**Registering the Deed of transfer of Apartment at Registering Officer**

To

Sub-Registrar,

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sub: Registration of **Deed of Transfer of Apartment**

Sir / Madam,

With reference to above mentioned subject please find enclosed two copies of the **Deed of Transfer of Apartment** for registration of deed/endorsement in favour of Shri/Smt ………………………….. Son of / Daughter of / Wife of ……………………………is the first / present owner of Apartment No………… on the………………...Floor of the building now on the construction /already constructed, RERA Registration No………………………………called…………………………Premises, situated at ……………............. (Road / Street name)………………...in the City/Town/ Village of……………………...of ……………………...in the District of ……………………………….

Enclosed: Two Copies of the Deed of Transfer of Apartment (FORM B along with Annex 1)

Dated:

Place:

Yours faithfully,

( )

 Competent authority

**FORM D**

**[See rule 5(1)]**

**Register of Deed of Apartments**

1. Name of Building

2. Street/Road Name where the building is situated.

3. Revenue Village…………………………Khasra No………….

4. No. of Floors of the building.

5. Apartment number shown in the plans.

6. **Floor area** of the apartment.

7. District and Tehsil in which the Deed of transfer of the Apartment is registered.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **S.No.** | **Name of apartment owner** | **Address of Apartment Owner** | **Percentage of undivided interest in common areas and facilities** | **Date of conveyance of apartment** | **Date of application for registration of deed of transfer of apartment** | **Price of apartment settled** | **Date of payment of price** | **Date of registration of deed of transfer of apartment** |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |

**FORM E**

**[See rule 5(2)]**

**Index to Register of Deeds of Transfer of Apartments**

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Name of the executing party** | **Place of residence** | **Name of building and its situation** | **Apartment number, floor of the building and name of the building** | **Nature of deed of Transfer of apartment and consideration** | **Date of execution** | **Registration** | **Serial number, volume and page** | **Remarks** |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 |
|  |  |  |  |  |  |  |  |  |

**FORM F**

**(Appeal to Appellate Authority under section 26 of the Rajasthan Apartment ownership Act, 2015)**

**[See rule 6]**

For use of Appellate Authority(s) office:

Date of filing: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date of receipt by post: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Complaint No.: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Registrar:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Seal: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

IN THE APPELLATE AUTHORITYOFFICE (Name of place) between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Appellant(s)

And

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Respondent(s)

Details of Appeal:

1. Particulars of the Appellant(s):
2. Name of the Appellant:
3. Address of the existing office / residence of the Appellant:
4. Address for service of all notices:
5. Contact Details (Phone/Mobile/E-mail)
6. Particulars of the Respondent(s):
7. Name of the Respondent:
8. Address of the existing office / residence of the Respondent:
9. Address for service of all notices:
10. Contact Details (Phone/Mobile/E-mail)
11. Jurisdiction of the Appellate Authority:

The Appellant declares that the subject matter of the claim falls within the jurisdiction of the Appellate Authority.

1. Limitation:

The Appellant Declares that the appeal is within the limitation specified in sub-section(2) of Section 26 of the Rajasthan Apartment Ownership Act, 2015.

Or

If the appeal is filed after expiry of the limitation specified in sub-section(2) of Section 26 of the Rajasthan Apartment Ownership Act, 2015;

Specify the reasons of the Delay\_\_\_\_\_\_\_\_\_\_

1. Facts of the Case:

[Give a concise statement of facts and grounds for complaint]

1. Relief(s) sought:

In view of the facts mentioned in paragraph 4 above, the complainant prays for the following relief(s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[Specify below the relief(s) claimed explaining the grounds of relief(s) and the legal provisions (if any) relied upon]

1. Interim order, if prayed for:

Pending final decision on the Appeal the appellant seeks issue of the following interim order:

[Give here the nature of the interim order prayed for with reasons]

1. Matter not pending with any other court, etc.:

The appellant further declares that the matter regarding which this appeal has been made is not pending before any court of law or any other authority or any other tribunal(s).

1. Particulars of bank draft in respect of the fee in terms of sub-rule(2) of rule 6:
2. Amount
3. Name of the bank on which drawn
4. Demand draft number/bankers cheque number
5. Details of the online payment
6. List of Enclosures
7. An authenticated copy of the order against which appeal is filed.
8. Copies of the documents
9. An index of the document

**Verification**

 I\_\_\_\_\_\_\_\_\_\_ (name in full block letters) son / daughter of \_\_\_\_\_\_ the complainant do hereby verify that the contents of paragraphs [1 to 10] are true to my personal knowledge and belief and that I have not suppressed any material fact(s).

Place:

Date:

Signature of the complainant(s)

**ANNEX 1 (To be attached with FORM B)**

**PARTICULARS OF DEED OF TRANSFER OF APARTMENT TO BE MADE BY THE SOLE OWNER OR ALL OWNERS SUBMITTING THE PROPERTY TO THE PROVISIONS OF THE RAJASTHAN APARTMENT OWNERSHIP ACT, 2015 (Rajasthan Act no. XIII of 2015)**

1. The name of the allottee or transferee;
2. Details of the Land-
3. Revenue Survey Number
4. Plot No. of the Scheme
5. Road/Street Name
6. Village Name
7. City Name
8. Description of the Boundaries of the Site: Bounded on the
9. North by
10. South by
11. East by
12. West by
13. Details of Lease-hold or Free-Hold land-
14. Name of the Lessor
15. Name of the Lessee
16. Terms of the Lessee
17. Lease Rents
18. Details as to how the Lessee entitled to lease hold the land
19. Details of the Apartment-
20. Name of the Apartment
21. RERA Registration No.
22. Details of the approval of the Local Body/Planning Authority
23. Copy of the Layout, Location, Approved Building Plans and Floor Plan maps
* Area Statement
* Number and dimensions of the rooms
* Immediate common areas
* Diagram of wiring
* Plumbing layout
* Other if necessary
1. Principal Material of Construction
2. Details of individual flat\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_-

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Sl. No.**  | **Floor**  | **Apartment No.**  | **Undivided share land**  | **Built area square meters** | **Used as approved**  |
|  | Basement  | **--**  | **--**  | Specify  | Residential/Commercial |
|  | Ground Floor  | 001, 002…. | **--**  | Specify  | Specify  |
|  | First  | 101, 102.…. | **--**  | Specify  | Specify  |
|  | 2nd Floor  | 201, 202…... | **---**  | Specify  | Specify  |
|  | Other Floors  | Specify  | **--**  | --  | --  |

1. Details Limited common area & facility floor wise or reserved for certain apartments -

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl. No.**  | **Floor**  | **Description**  | **Built up area in Sq.mt.**  | **Percentage of Undivided Interest** |
|  | Basement  | Specify like Corridor, Stair case, Lift room  | -- |  |
|  | Ground Floor  | Specify  | -- |  |
|  | First  | Specify | -- |  |
|  | 2nd Floor  | Specify | -- |  |
|  | Other Floors  | Specify | -- |  |

1. Details of Amenities –

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl. No.**  | **DESCRIPTION**  | **Built up area****(in Sq. Mt.)** | **Percentage of Undivided Interest** | **Remarks**  |
|  | Watchman Quarters  |  |  |  |
|  | Co-operative Society Office  |  |  |  |
|  | Sports Room  |  |  |  |
|  | Swimming Pool  |  |  |  |
|  | Parking Areas  |  |  |  |
|  | Others specify |  |  |  |

1. Details of Parking –
2. Common Parking Area:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sl. No.**  | **DESCRIPTION**  | **Built up area****(in Sq. Mt. )** | **Percentage of Undivided Interest** | **Remarks**  |
|  | Basement  |  |  |  |
|  | Ground Floor |  |  |  |
|  | Others specify |  |  |  |

1. Allotted Parking Area:

|  |  |  |  |
| --- | --- | --- | --- |
| **Sl. No.**  | **DESCRIPTION**  | **Total Number of Parking** | **Remarks**  |
| **CAR** | **Scooter**  | **Cycle**  |  |
|  | Basement  |  |  |  |  |
|  | Ground Floor |  |  |  |  |
|  | Others specify |  |  |  |  |
|  | Details of Parking Allotted  | Nos. ………..Floor……….. | Nos. ………..Floor……….. | Nos. ………..Floor……….. |  |

1. Shri/Smt............................................................Sole owner/or all the owner of the property
2. Shri/Smt............................................................
3. Shri/Smt............................................................
4. and so on,-

(Authorized Signatory)

 Competent Authority

**The Rajasthan Apartment Ownership Bye-laws, 2020**

In exercise of the power conferred by section 13 of the Rajasthan Apartment Ownership Act, 2015 (Rajasthan Act no. XIII of 2015), the Government of Rajasthan hereby makes the following Model Bye-Laws, namely:

**CHAPTER I**

**Preliminary**

1. **Short title, commencement and application:** (1) These Model bye-laws may be called the Rajasthan Apartment Ownership Byelaws, 2020.

(2) These Model bye-laws shall come into force on the date of their publication in the "Rajasthan Gazette".

(3) These Model bye-laws shall apply to all the properties submitted by the owners thereof to the provisions of the Rajasthan Apartment Ownership Act, 2015 (Rajasthan Act no. XIII of 2015)

1. **Definitions:** In these Bye-laws, unless the context otherwise requires.-
2. **“The Act”** means the Rajasthan Apartment Ownership Act, 2015;
3. **"Allottee"** in relation to an apartment, means the person to whom such apartment has been allotted, sold or otherwise transferred by the promoter;
4. **"Apartment"** means a part of any property intended for any type of independent use, including one or more rooms or enclosed spaces located on one or more floors or any part or parts thereof, in a building, intended to be used for residence or office or for the practice of any profession, or for carrying on of any occupation, trade or business or for such other type of independent use, as may be prescribed, and with a direct exit to a public street, road or highway, or to a common area leading to such street, road or highway, and includes any garage or room (whether or not adjacent to the building in which such apartment is located) provided by the promoter for use by the owner of such apartment for parking any vehicle or, as the case may be, for the residence of any domestic aide employed in such apartment;
5. **"Apartment owner"** means the person or persons (including a person being a member of a group housing cooperative society) owning an apartment and an undivided interest in the common areas and facilities appurtenant to such apartment in the percentage specified in the Deed of Transfer of Apartment and shall include a promoter in respect of the apartments which have not been allotted, sold or otherwise transferred;
6. **"Association"** means an Association of apartment owners formed, or deemed to have been formed, under section 13 of Act, consisting of the apartment owners in the building acting as a group in accordance with the bye-laws;
7. **“Governing Body”** means a Governing Body of Members of an Association of Apartment Owners;
8. **“Financial Year”** means a year commencing on the first day of April;
9. **“President”** means the President of Governing Body, and also of an Association;
10. **“Secretary”** means the Secretary of the Association;
11. **“Treasurer”** means the Treasurer of the Association.
12. **“Members”** means members of the Governing body and members of Association;
13. **"Promoter"** means a person, who constructs, or causes to be constructed, the building or converts, or causes to be converted, a building into apartments and where the person who constructs or converts is different from the person who owns the property, the term includes both of them;
14. **"Property"** means the land, building, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith;
15. **“Section”** means a section of Act.
16. Words and expressions used in these Bye-Laws, but not defined herein shall have the meaning, respectively, assigned to them in the Act.

**CHAPTER II**

**Formation of Association of Apartment Owners**

1. **Formation of the Association:**
2. There shall be, in respect of each property, an Association, and each apartment owner of such property shall be a member of such Association;
3. Minimum age of the member will be 18 years;
4. Every promoter shall,- in case where ten or more than two-third, whichever is higher, of apartments in a building had been allotted, sold or otherwise transferred before the commencement of this Act, within six months of such commencement; and in any other case, within six months from the date on which ten or more than two-third whichever is higher, of the apartments in the building are allotted, sold or otherwise transferred shall make an application to the Registrar for registration of Association;
5. In case, the promoter fails to make an application to the Registrar for registration of Association, the persons who have been allotted, sold or otherwise transferred apartments shall apply for registration of the Association:

Provided that an Association of apartment owners registered under the provisions of the Rajasthan Societies Registration Act, 1958 (Act No. 28 of 1958) before the commencement of this Act shall be deemed to be the Association for the purposes of this Act, if its bye-laws are in consonance with the provisions of the model bye-laws prescribed under this Act or they are amended to bring them in consonance with the provisions of the model bye-laws prescribed under this Act within six months from the commencement of this Act.

1. The promoter shall continue to be the member in relation to an apartment not allotted or transferred till such apartment is allotted or transferred to a person who shall become a member of the Association on such allotment or transfer without any further action on his part and be responsible for paying the annual maintenance charge or any other charge decided by the Association :

Provided that the registration of any Association shall be without prejudice to any action that may be taken against the promoter for violation of any provision of law in relation to erection of buildings.

1. On receipt of an application under sub-section (2) of Section 13 of Act , the Registrar, after satisfying himself that the proposed Association meets the requirements of the provisions of this Act, shall, notwithstanding anything to the contrary contained in the Rajasthan Societies Registration Act, 1958 (Act No. 28 of 1958), register the Association as a society under the Rajasthan Societies Registration Act, 1958 (Act No. 28 of 1958) and the provisions of the said Act shall apply to such Association *mutatis mutandis,* as far as they are not inconsistent with the provisions of this Act.
2. where an apartment owner transfers his apartment by sale or leases out the same he shall cease to be a member of the Association concerned from the date of the sale or lease, as the case may be, and the purchaser, or lessee, on his notifying the purchase or lease to the Governing Body concerned becomes immediately a member of the said Association in place of the transferor;
3. Where more persons than one jointly own an apartment, such persons shall nominate one of themselves to be a member of the Association concerned, and immediately send intimation in respect thereof to the Governing Body concerned.
4. **Powers and functions of an Association:**
5. Administer the affairs in relation to the apartments and the property;
6. Association may form sub-committee;
7. The Association shall, at its first meeting, make its bye-laws in accordance with the provisions of the model bye-laws prescribed under this Act and no departure from, variation of, addition to, or omission from, the model bye-laws shall be made except with the prior approval of the Competent Authority and no such approval shall be given if, in the opinion of the Competent Authority, such departure, variation, addition or omission will have the effect of altering the basic structure of the model bye-laws;
8. As per section 14 of the Rajasthan Apartment Ownership Act, 2015 shall obtain the Insurance of the property against loss or damage by fire/natural calamity/any other such incident with in period of six months ;
9. provide for management, maintenance, repair and upkeep of the property and of the common areas and facilities and common services by contributions from the apartment owners and if necessary by raising loans for that purpose;
10. retain and rent on licence if possible suitable portions of the common areas and facilities for commercial purposes and to distribute the common profits amongst the apartment owners;
11. maintain repair and replace the common areas and facilities and common services;
12. undertake measures to spread the spirit of community living and practices;
13. establish and carry on of its own or jointly with individuals or institutions, educational, recreational and social activities for the benefit of the apartment owners;
14. to provide for proper maintenance of accounts;
15. quarterly meeting of association to be held in a year;
16. The annual general meeting of the Association shall be held in the month of February each year;
17. The general meeting shall be presided over by the President and, in his absence, by a member to be chosen by the members present in such meeting;
18. Subject to the minimum of three, the quorum for a general meeting shall be one-third of the total number of the members;
19. The objective of the annual general meeting of an Association shall be –
	1. to consider the annual report of the Governing Body;
	2. to consider the audit report and the audited annual financial statement of accounts;
	3. to consider and approve the annual budget for the next financial year, including

(i) Determination and assessment of monthly contribution to be made in the next financial year by each apartment owner towards common expenses; and

(ii) retention or letting out of the common areas and facilities, as described, for shopping, commercial or other purposes;

* 1. To elect President of the Governing Body from among the apartment owners to fill up vacancies; and
	2. To transact any other business that may be laid before the meeting by the Governing Body or be considered by the annual general meeting, to be necessary for the administration of the property.
1. Permission for construction of new building after permission of competent authority.

**CHAPTER III**

**Constitution of a Governing Body and its functions**

1. **Constitution of a Governing Body and its functions–**
2. There shall be a Governing Body in respect of each Association to carry onand manage the affairs and business of the Association and to exercise all such powers of the Association as are not required to be exercised by the Association in a general meeting.
3. The number of members of a Governing Body shall be equal to one-third of the number of the apartment owners of the property concerned or maximum 21which ever is less but in no case it shall be less than three;
4. Within fifteen days of formation of an Association, the apartment owner presiding over the general meeting referred to in the said clause shall serve notice upon each member of such Association fixing therein the date (not before fifteen days from the date of issue of such notice) on which and the time and place at which a special general meeting shall be held for election of the Members of a Governing Body of such Association by secret ballot in such manner as may be decided at the said meeting;
5. After the Members of a Governing Body are elected as aforesaid, the Body shall, within ten days of the date of election of its Members, hold its first meeting and elect its President who shall forthwith forward the names of the President and of the Members of a Governing Body in **FORM 2** to the Competent Authority, which shall cause those names to be entered in the relevant register to be maintained in its office for the purpose.
6. **Meeting of a Governing Body–**
7. A Governing Body shall meet at **least once a month** and shall be presided over by its President and in his absence, by a Member to be elected by the Members present in the meeting;
8. (a) A Governing Body shall meet on such date, at such time and place and after giving such notice and shall observe such rules or procedure in regard to the transaction of its business at its meeting as may be determined by such Governing Body.

(b) On the written requisition of at least one-third of Members of the Governing Body at the initiative of the President, special meeting of the Governing Body may be held after serving clear three days' written notice to each Members, stating therein the date, place, time and purpose of the meeting.

1. No business shall be transacted at a meeting of a Governing Body unless there is present at such meeting at least one-third of its Members, subject to a minimum of two;
2. (a) All questions which come up before any meeting of a Governing Body shall be decided by a majority of votes of the Members present and voting, and in the event of equality of votes, the President and in his absence the Members presiding shall have and exercise a second or casting vote;

(b) The minutes of all the meetings of the Governing Body shall be recorded by the Secretary and duly signed by the President or the Members presiding over the meeting, as the case may be.

1. **Retirement of Members –** Election, from among apartment owners, of the members of the governing body by the members of the Association, with provision that one-third of the members of the governing body shall retire annually;
2. **Removal of Members –**
3. A Member may be removed from office at any special general meeting of the Association, convened on the requisition of the Governing Body, by a vote of the majority of the apartment owners present and thereupon a successor shall be elected from among the apartment owners at that meeting. The Members so elected shall remain in office for the residue of the term of the Members on whose removal he has been elected;
4. Any other casual vacancy in the office of any elected Members by resignation or death shall be filled up by the remaining Members by cooption of Members within six weeks from the date of the vacancy. The Member so co-opted shall retire at the next annual general meeting and the vacancy shall be filled up by election of a Member for the remaining period of the term, if any, of the Member in whose place the vacancy originally occurred;
5. **Disqualifications for being Members**–
6. Any apartment owner, who fails to pay by the **end date of January** in any financial year any instalment of his contribution towards the common expenses which may have been assessed by the concerned Association in that financial year, shall not be entitled—

(a)To vote at any election of the Members of Governing Body concerned, and

(b)To seek election for the office of the Members of Governing Body concerned, till all his arrears are cleared.

1. An apartment owner who has not attained the age of **18 years** shall not be qualified for election as Members.
2. **Powers and duties of the Members–**
3. Subject to the final authority of the Association in general meeting it shall be the duty of a Governing Body to do all such acts and things and take all such steps as may be necessary and expedient for carrying out the purpose of the Act and the bye-laws, and, in particular, it shall be directly responsible for;
4. the care, up-keep, maintenance, repairs and replacement of the common areas and facilities including the limited common areas and facilities of the property concerned;
5. the collection of money, including arrears, due from each apartment owner on account of monthly assessment made by the Association concerned for payment towards common expenses;
6. the collection of monthly rents out of the common areas and facilities let out for shopping, commercial or other purposes;
7. the proper maintenance of the funds and accounts of the Association concerned, and, if necessary, for the building up of a reserve fund out of the common profits left over after meeting the common expenses;
8. securing and furthering the interests of the Association concerned in every possible way;
9. Hearing and dealing with all complaints.
10. **A Governing Body , subject to any direction of the Association in general meeting, shall–**
11. Receive and disburse money, sanction working expenses, ensure regular and day-to-day maintenance of the cash book under the supervision of the Treasurer and make arrangements for daily verification of the cash balance;
12. Enter the accounts of the Association concerned in proper book timely and regularly, and make provisions for inspection thereof from time to time;
13. Maintain the accounts of the money received and expended for and on behalf of the Association concerned and the accounts of the assets and the liabilities thereof;
14. Prepare and place before the annual general meeting of the Association an annual report, an audited annual financial statement and annual budget estimate;
15. Prepare all statements, accounts and returns and comply with all other requisitions, as may be made by the auditor for the purpose of auditing the accounts of the Association;
16. Remove and rectify all defects and irregularities pointed out at the audit;
17. Convene a special general meeting of the Association on requisition referred to in clause (2)(b) of bye-law 6;
18. Convene annual general meeting of the Association in due time;
19. Realise and enforce realisation of all dues of the Association and meet all its liabilities;
20. Let out common areas and facilities for earning common profits, settle terms and conditions for such letting out, and revoke and alter such terms and conditions from time to time, as may be necessary;
21. Enter into all such agreements and make all such arrangements as may be necessary for the proper and effective maintenance, repair and replacement of the common areas and facilities and make payments there for;
22. Institute, defend, or compound any legal proceedings for and against the Association or the property and for any offence of contravention or breach of any provision of the Act or the bye-laws;
23. Improve the conditions of general welfare of the apartment owners, within the scope of the Act and the bye-laws;
24. Maintain an up-to-date Register of apartment owners;
25. Perform any other duty or discharge any other function as the Association in general meeting may direct under the Act and the bye-laws.
26. **Election of Officers, appointment of Staff and removal of Officers–**
27. Election of officers -
28. Voting rights will single no matter any number of apartments;
29. In addition to the President, the principal officers of an Association shall, in addition to the Secretary, elect a Treasurer and such other officers as may be necessary all of whom including the Secretary shall be elected by and from the Governing Body, and hold office during the pleasure of the Governing Body. The election of these officers shall be held annually at the first meeting of each Governing Body after the annual retirement of the Members and the election of new Members in their places. A Member shall, however, be eligible for being re-elected as President, Secretary or any other officer.
30. The President shall after each election forward the names of the elected officers of the Association with their respective designation to the Competent Authority who shall cause the said names to be recorded in the relevant register to-be maintained for the purpose.
31. The Members of a Governing Body including its President, Secretary and Treasurer may be paid honorarium for attending the meetings of the Governing Body or any other business in connection with the affairs of the Association at such rates and under conditions as it may determine from time to time subject to the approval of the Association.
32. Appointment of staff–
33. A Governing Body may appoint other officers and employees to assist it in efficient discharge of its business under the Act and these bye-laws. Such officers and employees may be paid such remuneration or allowances as may be determined by the Governing Body.
34. A Governing Body shall, subject to the approval of the Association determine the terms and conditions of service of its officers and employees referred to in sub-clause (a).
35. Removal of officers –
36. The President, Secretary, Treasurer or any other elected officer of a Governing Body may be removed from such office by vote of not less than **two-thirds** of the Members of the said Governing Body in the meeting that shall be specially convened for the purpose by the President of the said Governing Body on the requisition of at least one-third of the Members of such Governing Body:

Provided that the President or any other officer whose removal has been proposed shall be given an opportunity of being heard at the meeting specially convened for the purpose.

1. When an officer has been removed at meeting, the Governing Body shall thereupon at the said meeting elect a new officer in place of the officer removed, from amongst the existing Members of the Governing Body, and shall forward the name of the officer so elected, to the Competent Authority for its record.
2. **Resignation of Officers—**The President, Secretary or any other elected officer may resign his office any time by a notice to the Governing Body. On receipt of the notice the Governing Body shall as early as possible at a meeting consider the matter and on the resignation being accepted shall forthwith elect another officer from amongst the Members of the Governing Body in place of one who has resigned.
3. **Delegation of powers by a Governing Body–**
4. The President, Secretary, Treasurer and other officers appointed by a Governing Body shall exercise such powers, perform such duties and discharge such functions as may be assigned to them by such Governing Body from time to time.
5. Subject to the provisions of the Act and of these bye-laws, a Governing Body may delegate such of its powers, duties and functions to its President, Secretary or other officers, as it may think fit, in the interest of efficient discharge of its business for the administration of the property, provided that the President shall be the Chief Executive Officer of the Association and shall exercise general control and supervision of the affairs and officers of the Association and the Governing Body,
6. **Office of Governing Body**-A Governing Body may, subject to the approval of the Competent Authority, set up its office at such place or places, as it may think suitable.
7. **Budget and supplementary estimate -** The Governing Body shall, before the 1st day of February each year, cause to be prepared and submitted before the annual general meeting of the Association a budget estimate showing in details anticipated income and expenditure of the Association under different heads for the next financial year, and the annual general meeting of the Association shall consider and approve the budget with such additions, alterations or modifications, if any, as it may deem fit:

Provided that in the financial year in which an Association is formed and its Governing Body is constituted, a budget estimate for the year or part of the year, showing in details the anticipated income and expenditure of the Association under different heads including the assessment that may be levied by the Association on its members for payment towards common expenses and other receipts, if any, shall be prepared and submitted by the Governing Body, within thirty days from the date of election of the President, Secretary and Treasurer, before a special meeting of the Association, and the said meeting shall expeditiously consider and approve the budget with such addition, alteration and modification, if any, as it may deem fit:

Provided further that the Governing Body may at any time during the year and part of the year for which any budget estimate has been approved, cause a supplementary budget estimate, if necessary, to be prepared and submitted to a general meeting of the Association specially convened for the purpose for approval in the same manner as in the case of an original budget estimate.

**CHAPTER IV**

**Accounts and Audit**

1. **Finance, Audit and Accounts–**
2. Each Association shall have a fund to be called the Apartment Owners' Association

Fund to which shall be credited-

1. all the dues of the Association, on account of any assessment or otherwise, collected from its members, or on account of any rent collected from its tenants;
2. any amount by way of advance, grant, donation, loan or otherwise, received or raised by the Association; and
3. any other amount due, payable, or made over, to the Association.
4. Loans may be raised by an Association subject to the approval of the Competent Authority on such terms and conditions as the Competent Authority may impose.
5. An account shall be opened in the any Nationalised Bank, in the name of the aforesaid fund and all the money of the said fund shall be deposited in the said bank to the credit of the aforesaid fund and such account be operated by the President and the Treasurer jointly, and payments shall be made by cheques:

Provided that the Treasurer may, for defraying petty expenses, retain such amount of cash in his hands as the Association from time to time decides.

1. The funds of the Association may be invested to any of the securities specified in section 20 of the Indian Trusts Act, 1882 (2 of1882) or in any other manner approved by the Competent Authority.
2. (a) The accounts of the aforesaid fund shall be maintained in such manner, as may be directed by the Association from time to time, and be audited within three months from the end of each financial year, by art auditor to be appointed by the Association.

(b) A copy of the audited accounts of each Association along with auditor's report thereon shall be expeditiously forwarded to the Competent Authority, and the said Authority shall have the power to issue directions to the Association or the Governing Body from time to time with reference to such report and such directions shall be binding upon the Association and the Governing Body,

1. (a) An Association shall, as soon as may be, establish reserve fund out of the common profits, if any;

(b) The reserve fund shall belong to the Association and be indivisible and no member shall have any claim to a share in it;

(c) The reserve fund may be used for any purpose that may be sanctioned by the two-thirds majority of the members of the Association, if the Competent Authority so permits;

(d) The reserve fund may be invested in any of the ways referred to in clause (4).

1. **Account Book of Association -** Each apartment owner shall have a separate Pass Book for each year in which the Secretary shall enter—

(a) The amounts received by him during the year from the apartment owner;

(b) Amounts of the apartment owner's contribution payable by him for the year towards the common expenses;

(c) Amounts payable by the apartment owner for the year on account of assessment made by the Association and on any other account; and

(d) The apartment owner's share for the year in the common profits, if any.

1. **Publication of audited Annual Financial Statement –** (a) Each Association shall, on or before 31st day of July each year, publish an audited annual financial statement in respect of the preceding financial year describing inter alia-

(i) The details of its profit and loss account,

(ii) Its total receipts and expenditure,

(iii) A summary of the details of the property concerned, and

1. The details of the assets and liabilities of such Association, as they stand at the end of the financial year concerned;

(b) The audited annual financial statement shall be open to inspection by any member of the Association during office hours and a copy thereof shall be forwarded to the Competent Authority not later than the 15th day of August of each year;

(c) Every audited annual financial statement shall be accompanied by complete list of apartment owners of the property concerned;

(d) A copy of the last audited annual financial statement together with the report of the auditor thereon shall be kept in a conspicuous place in the office of the Association.

**CHAPTER V**

**Assessment of Common Expenses by Association and Realisation Thereof**

1. **Assessment of the share of common expenses-** Every apartment owner of the property shall be assessed with such sum, being his share of the common expenses for the year as may be determined by the Association concerned to defray the common expenses which may include an insurance premium and any repair and reconstruction work in case of hurricane, fire, earthquake or any other kind of hazard or calamity.
2. **Payment of common expenses -** The assessed sum on account of common expenses shall be payable by each apartment owner in equal monthly or quarterly instalments, as determined by the Association concerned, within fifteen days from the expiry of the month or the quarter, as the case may be.
3. **Manner of payment of common expenses-** Every apartment owner shall pay to the Treasurer the sum payable by him on account of the assessment made upon him by the Association concerned within such period and in such manner as the Association may direct and the Treasurer shall, on receiving such payment, issue receipts in respect thereof.
4. **Preparation and publication of list of defaulters**— At a meeting of the Governing Body at the end of a month or a quarter, as the case may be, the position of realisation of the sums assessed on account of common expenses shall be reviewed and a list of the defaulters shall be prepared and published in a conspicuous place of the office of the Governing Body with a notice for payment of the arrears within fifteen days from the date of the notice.
5. **Steps to be taken for realisation of arrears-** If the arrears be not paid within the period referred to in bye-law 23, the next meeting of the Governing Body will consider the case of the defaulters individually and will take such steps for realisation, as may be considered necessary, including the prosecution of the defaulting apartment owner for noncompliance with, and breach of, the provisions of Act and the bye-laws.

**CHAPTER VI**

**Other duties and obligations of the Apartment Owners**

1. **Duties and liabilities of the Apartment Owners–**
2. Every apartment owner shall, on being directed by the Governing Body, immediately undertake and complete all maintenance and repair work within his own unit, which, if delayed, is likely to affect the property concerned, wholly or in part, and he shall be solely responsible for the damage that his failure to undertake such work may cause to the said property or part thereof and shall also be liable on the said account for payment of damages as may be determined by the Governing Body.
3. All the repairs, required to be effected in respect of the doors, windows, internal installations (including sanitary installations) in connection with, or in relation to water, light, gas, power sewage, televisions, air conditions, and all other kinds of accessories within the area of such apartment, shall be undertaken at the expenses of the owner of the apartment concerned.
4. The owner of an apartment shall reimburse the Association for any expenditure that may have been incurred by it for repairing or replacing anything pertaining to common areas and facilities, such repairing or replacing being required to be effected due to any damage caused by such apartment owner in respect of the common areas and facilities.
5. All apartment units, except those specifically meant for non-residential purpose, shall be utilised for residential purpose only and no apartment owner shall utilise them, or any portion thereof except for residential purpose.
6. **Governing Body to be informed when structural additions or alterations, etc. of apartment are intended–**
7. An apartment owner intending to make any structural additions or alterations in his apartment shall notify the Governing Body concerned giving details thereof in writing, and the Governing Body shall, after hearing the apartment owner concerned and making such enquiry as it may deem fit, either permit or refuse, within thirty days of the receipt of such notice for such additions or alterations. Where no intimation is received from the Governing Body within the aforesaid period, the Governing Body shall be deemed to have permitted structural' additions or alterations sought to be made by the apartment owner.
8. An apartment owner being aggrieved by, the decision of a Governing Body refusing structural additions or alterations in his apartment may, within thirty days from the date of such refusal or within such further period as the Association concerned may permit, appeal to the concerned Association which shall expeditiously dispose of the appeal:

Provided that no order to the prejudice of an apartment owner shall be made without giving an opportunity of being heard.

1. **Encumbrance of apartment to be notified to the Governing Body-** An apartment owner who mortgages his apartment or otherwise encumbers it shall immediately notify the Governing Body concerned the name and address of his mortgages or the details of the encumbrance, as the case may be.
2. **Sale of apartment to be notified to the Governing Body** - An apartment owner who sells or otherwise transfers his apartment shall immediately notify the Governing Body of the fact stating the name of the purchaser or transferee and his address. Similarly the purchaser or transferee of the apartment shall immediately apart from executing and registering an instrument in the form notify the Governing Body concerned about his ownership or interest, as the case may be, of the apartment in question.
3. **Use of common areas and facilities -** The owner or occupier of an apartment shall not place or cause to be placed in the lobbies, vestibules stairways, corridors, elevators and other areas and facilities, both common and restricted, any furniture, package or object of any kind, and such areas shall be used for no other purpose than for normal transit through them.
4. **Right of entry into an apartment-**
5. The owner or occupier of an apartment and, in his absence, the oldest member of his family present in the apartment shall in case of any emergency originating in or threatening such apartment, grant the right of entry into such apartment to any officer, Member of the Governing Body concerned or resident of the property concerned to enable him to take immediate suitable steps in the interest of safety, preservation or maintenance of the particular apartment, the neighbouring apartments or the entire property concerned.
6. The owner or occupier of an apartment shall grant right of entry in the apartment to the owner of any other apartment of the property concerned or his representative for the purpose of installations, alterations or repairs of the common mechanical of electrical services of the property concerned -

(i) In ordinary cases, with sufficient notice and at reasonable time, and

(ii) In an emergent case, immediately.

1. **Restriction on certain acts–**No resident of any apartment of the property shall—
2. Post any advertisement or poster of any kind in or on the building comprised in such property without permission of the Governing Body concerned;
3. make any noise or use or play any musical instrument, radio, television or amplifier in such high pitch, or do any work or thing, or act or conduct himself in such way, that may reasonably cause irritation, annoyance or disturbance to any other resident or residents;
4. keep any domestic animal within the property without abiding by the relevant municipal by-laws and regulations;
5. hang cloths and garments from the windows or balconies of his apartment causing inconvenience or irritation or annoyance to any other resident or residents;
6. throw garbage or refuse outside the dustbins provided within the common service areas';
7. Take up wiring for electrical and telephone installation, television antennae, machines or air-conditioning units on the exterior of the property concerned that protrudes through the walls or roof of that building except as authorised by the Governing Body; and arrange any public function in any part of the property, except with the permission of the Governing Body.

**CHAPTER VII**

**Miscellaneous**

**32.** These Model bye-laws are mandatory and breach of any of these Model bye-laws Rajasthan any apartment owner is an offence punishable under \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**33. Seal of the Association-** The Association shall have a common seal in its name and style which shall remain in the custody of the Secretary and shall be used only under the authority of the Association and of the Governing Body concerned.

**Form 1**

**Form of Registration certificate for registering Associations**

Office of the Competent Authority…………………………………

Certified that……………………………………………….(Name of Association) has been registered under Section 13 of the Rajasthan Apartment Ownership Act, 2015.

Issued this……………………………………………day of……………………………………under my signatures and seal.

Competent Authority.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Form 2**

To

The Competent Authority

Under The Rajasthan Apartment Ownership Act, 2015

Sir,

I hereby communicate that in a general meeting duly held on.....................................presided over by the undersigned, the Association of apartment owners under the name and style of.....................for our property at.......................already submitted to the provisions of The Rajasthan Apartment Ownership Act, 2015, has been formed under the bye-laws framed under the said Act with the following as members thereof:

Name of the member:

No. of the apartments in the

building owned by him/her.

(1) Shri/Smt.

(2) Shri/Smt.

(3) Shri/Smt.

(4) Shri/Smt.

 and so on Yours faithfully,

 Signature of the apartment owner

 presiding over the general meeting

**Form 3**

To

The Competent Authority

Under The Rajasthan Apartment Ownership Act, 2015

.

Sir,

In the first meeting of the Members of Governing Body held today in accordance with the bye-laws framed under the Rajasthan Apartment Ownership Act, 2015, I have been duly elected President of the said Governing Body for the Association of the apartment owners in respect of the property at...................................... ........................and I do hereby forward to you the names of the President and of the Members of the Governing Body as follows:

(1) Shri/Smt. President

(2) Shri/Smt. Member

(3) Shri/Smt. Member

(4) Shri/Smt. Member

Yours faithfully,

Signature of the President

Date............................

Place...........................