

The Karnataka Apartment Ownership Rules, 1974¹

(As amended by S.O. 888, dated 19-3-1975 and S.O. 1756, dated 15/21-5-1975)

GSR 78. Whereas, the draft of the Karnataka Apartment Ownership Rules, 1974, which the Government of Karnataka proposes to make in exercise of the powers conferred by sub-sections (1) of Section 25 read with sub-sections (3) and (4) of Section 13 of the Karnataka Apartment Ownership Act, 1972 (Karnataka Act 17 of 1973) was published in Notification No. DPC 334 DHB 73(2), dated 21st October, 1974, was published in the Karnataka Gazette, Extraordinary, Part IV, Section 2-C(i), dated 23rd October, 1974 inviting objections and suggestions from all the persons likely to be affected thereby on or before 25th November, 1974;

And whereas, the said Gazette was made available to the public on 23rd October, 1974;

And whereas, no objections or suggestions have been received on the said draft by the State Government;

Now therefore, in exercise of the powers conferred by sub-section (1) of Section 25 read with sub-sections (3) and (4) of Section 13 of the Karnataka Apartment Ownership Act, 1972 (Karnataka Act 17 of 1973), the Government of Karnataka hereby makes the following rules, namely.—

1. Short title and commencement.

(1) These rules may be called the Karnataka Apartment Ownership Rules, 1975²

(2) They shall come into force at once.

2. Definitions in these rules, unless the context requires otherwise-

(a) “Act” means the Karnataka Apartment Ownership Act, 1972 (Karnataka Act 17 of 1973)

(b) “Declaration” means the Declaration executed and registered as required by Section 2;

(c) “Form” means a form appended to these rules;

(d) “Section” means a section of the Act.

3. Declaration under Section 2

The Declaration to be executed and registered under Section 2 shall be in Form A.

4. Declaration under Section 5(2)

(1) The Declaration to be executed by each apartment owner under sub-section (2) of Section 3 shall be in Form B.

(2) The Declaration shall be signed by the apartment owner and verified in the presence of a Magistrate or any other person competent to administer oath and shall be filed with the competent authority within thirty days from the date of its execution or within such longer period as the authority may permit.

¹ Published in the Karnataka Gazette, Extraordinary, dated 10-3-1975, vide Notification No FD 28 KHB 75, Dated 6-3-1975

² Read for “These Rules shall be called the Karnataka Apartment Ownership Rules, 1974” by SO. 888, dated 19-3-1975

5. Conveyance of Apartments.

All transfers of apartment by the sole owner or all the owners of the property being an owner or owners who has or have executed and registered the Declaration under Section 2 to an apartment owner and subsequent transfers from an apartment owner to his transferee shall be by a Deed of Apartment.

6. Parties to Deeds of Apartments.

In the case of the first Deed of Apartment, the party of the first part shall be either the sole owner or all the owners of the property who has or have executed and registered the Declaration under Section 2 and the party of the second part shall be the apartment owner. In the case of subsequent Deeds of Apartment, the party of the first part shall be the apartment owner and the party of the second part shall be his transferee.

7. Contents of Deeds of Apartment.

- (1) The first Deed of Apartment shall be accompanied by a copy of the relevant floor plans of the building field under subsection (2) of Section 13 and by a certificate of an architect certifying that the said floor plan shows the number and dimensions of the apartment being conveyed and of the immediately adjoining apartments and that said floor plan fully and accurately depicts the layout of the apartment, its location, dimensions, approximate area, main entrance, common areas and facilities and limited common areas and facilities, if any, to which it has access as built.
- (2) The first and every subsequent Deed of Apartment shall also include the following particulars, namely.
 - (a) description of the land as provided Section 11 or the post office address of the property, including, in either case, the book, page and date of executing the Declaration, the date and serial number of its registration under the Registration Act, 1908, and the date and other reference, if any, of its filing with the competent authority;
 - (b) the apartment number of the apartment in the Declaration and any other data necessary for its proper identification;
 - (c) statement of the use for which the apartment is intended and restriction on its use, if any;
 - (d) the percentage of undivided interest appertaining to the apartment in the common areas and facilities;
 - (e) any further details which the parties to the Deed may deem desirable to set forth consistent with the Declaration and the Act.
- (3) The provisions of this rule may be given effect to by referring to the relevant provisions made in the Declaration for the purpose of avoiding repetition of those relevant provisions in the Deed of Apartment
- (4) The apartment owner shall file a true copy of every Deed of Apartment to which he is a party in the office of the competent authority within thirty days from the date of its execution.

8. Form of Book under Section 13(3) and of Index thereto

- (1) The Register of Declarations 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

9. Form of Memorandum under Section 13(4).

The memorandum required to be filed by the Manager or Board of Managers for the purpose of subsection (4) of Section 13 shall be in Form E.

FORM A

(See Rule 3)

Deed of Declarations to be made by the sole owner or all owners for submitting their property to the provisions of the Karnataka Apartment Ownership Act, 1972 (Karnataka Act No. 17 of 1973) as provided in Section 2 of the Act.

In the (here enter name of city, town, village, taluka and district) of this day of 19 (here enter name of sole owner or all owners) hereinafter referred to as the Grantor(s) who is/are fully empowered and qualified to execute this Deed of Declaration do(es) hereby state.

1. That the purpose of this declaration is to submit the property hereinafter mentioned to the provisions of Karnataka Apartment Ownership Act, 1972.
2. That the grantor own(s) the following freehold/leasehold land situate in the (here enter city, town, village, taluka, district) which is described as follows, namely.

(insert metes and bound description of land upon which the building is constructed/to be constructed and add the City Survey has become entitled to the leasehold land in case the lease is not have been given to the land. Also state the date and registration details of the last document of title under which the grantor(s) claim(s) the land. In case of leasehold land, give the particulars of the Lease Deed including the name of the Lessor, the Lessee, the term of the Lease and the Lease rent. Also state how the grantor has become entitled to the leasehold land in case the Lease is not in his favour).

3. That the grantor has constructed/proposes to construct on the parcel of land described above a building known/to be known as..... (here enter name of building) according to the plans attached hereto as Exhibit 'A' which were approved by the (here enter name of Local Authority) on the day of and which are made a part thereof. The Municipal or ward number, Street number and House number are as follows.

(In case house number is given only alter the building is constructed, the same need not be given). The postal address of the building is.—

- 4 That the said building consists of a basement a ground floor and³ upper floors⁴.

The ground floor will be used for commercial facilities or other common purposes⁵. The ground and Upper floors consist of individual apartments all for residential purposes. The upper floors are all capable of individual utilization on account of having their own exit to a common area and facility of building.

- 5 Apartment in the said building/buildings will be sold to one owners each owner obtaining a particular and exclusive property right 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 of Karnataka (hereinafter referred to as "apartment") and also an undivided interest in the general and/or restricted areas and facilities of the building listed hereinafter in this Deed of Declaration, necessary for their adequate use and enjoyment and hereinafter referred to as "general and/or restricted common areas and facilities" all of the above in accordance with the Act.

3 Fill up

4 Retain if applicable

5 Retain if applicable

6. That the aforesaid building has a total building area of⁶ square metres of which⁷ square metres will constitute apartments and⁸ square metres will constitute general and/or restricted common areas and facilities.
7. That this Condominium shall be known as The⁹ Condominium and that the apartments and common areas and facilities of the building/ buildings will be as follows.—

(1) Apartments on the ground and each of the upper floors, there are apartments. The said apartments will be numbered consecutively from one to.. on each floor. These numbers will be preceded by the tenth which corresponds to each floor to with. Those of the ground floor will bear the numbers “001”, “002”, “OOY”, etc. Those of the first floor bear Nos. “101”, “102”, “103”, etc. Those of the 2nd floor vj1J bear the Nos. “201”, “202”, “203”, etc.; and those of the higher floors will be numbered similarly according to the corresponding tenth of each floor. Hereinafter such apartments will be referred to as Apartment Type Number one, Apartment Type No. two, etc., respectively.

Each apartment is equipped with¹⁰

The apartments are described hereinbelow:

The measures of an apartment include all the outside walls and one-half of the block partitions but exclude bearing walls.

(a) Apartment Type Number One.

It is an apartment measuring square metres as specifically shown in Exhibit “A” of this Deed of Declaration. Its boundaries are as follows.

(Confirm boundary description to actual facts).

Its main door has across to the corridor of the respective floors¹¹.

The apartment consists of the following rooms.

A hall of square metres

A living room of..... square metres

A dining room of..... square metres

A kitchen of..... square metres

which includes the sinks or washing area¹², gas or electric range model colour, bedrooms of square metres, bathroom of square metres. In addition, the apartment has a balcony (balconies) facing street of square metres.

(A description of each type of apartment should follow as items (b), (c), (d), etc.).

6 Fill up

7 Fill up

8 Fill up

9 Insert name of the building

10 Retain if applicable.

11 This will change in each case and the apartment will have to be described according to plan.

12 Retain only when necessary

2. Common areas and facilities:

- (a) The parcel of land described in paragraph first of this Deed.
- (b) ¹³A basement as shown in Exhibit 'A' attached hereto and consisting of..... square metres.
- (c) ¹⁴The following facilities located in the basement.
- (d) ¹⁵Parking facilities as shown in Exhibit 'A' attached hereto and consisting of..... square metres.
- (e) The ground floor as shown in Exhibit 'A' attached and consisting of a garden, lawn, children playing area, swimming pool, tennis or badminton court, etc., and measuring..... square metres.
- (f) The following facilities located in the ground floor:
 - (1) Commercial areas and facilities as shown in Exhibit 'A' attached hereto consisting of.....square metres and described as follows.
 - 1. ¹⁶
 - (2) A lobby facilities is shown in Exhibit 'A' attached hereto consisting of..... square metres and described as follows.
 - 1.
 - 2.
 - 3.
- (g) The following facilities located throughout the building and as shown in Exhibit 'A' attached hereto.
 - (1) elevator(s)
 - (2) An elevator shaft of square metres for the..... elevator(s) extending from the ground floor up to the floor.
 - (3) A stairway, referred to in this Deed as Stairway 'A' of square metres, which leads from the ground floor to the roof of the building.
 - (4) ¹⁷A stairway referred to in this Deed as Stairway 'B' of square metres which leads from the open court to the upper floor.
 - (5) ¹⁸A flue extending from the incinerator in the basement to the roof of the building. The said flue will have a hopper door in each one of the upper floors for the disposal of garbage and rubbish and will be fed from the janitor's room of each of the upper floors.
 - (6) Water tank located on the roof of the building.
 - (7) Elevator penthouse with corresponding elevator equipment located on the roof of the building.

13 Retain if applicable

14 Retain if applicable

15 Describe in detail the items located in the basement

16 Describe in detail the commercial area on facilities, if any

17 Retain if applicable

18 Retain if applicable

- (8) Plumbing network throughout the building.
 - (9) Electric wiring network throughout the building.
 - (10) Necessary light, telephone and public water connections.
 - (11) The foundations and main walls, columns girders, beams and roofs of the building as described in the plans which form part of this Deed as Exhibit 'A' hereof.
 - (12) Tank, motors, fans, fire fighting equipment, compressor ducts, central air-conditioning and heating equipment and in general all apparatus and installation existing for common use.
- (h) The following facilities located in one of the upper floors and as shown in Exhibit 'A' attached hereto are restricted common areas and facilities -- **Restricted to family units of each respective floor.**
- (1) A lobby which gives access to the elevators to the family unit, to the janitor's room, to to the corridor and to Stairway "A".
 - (2) A room for the use of the janitor
 - (3) A corridor extending from the lobby to Stairway "B"

8

- (a) That the right, title and interest of each owner of an apartment in the general common areas and facilities listed under letters (a) to (g) of sub-paragraph 2 of paragraph fifth and their proportional share in the profits and common expenses in the said general common areas and facilities as well as the proportionate representation for voting purposes in the meeting of the Association of Apartment Owners, of the Condominium each shall be in the proportion as mentioned in said Table given in Schedule hereto annexed and the basis on which the said proportion is calculated is given in the said Schedule.
 - (b) That the right, title and interest of each owner of an apartment located on of the Ground and upper floors in the restricted common areas and facilities listed under letter (h) of sub-paragraph 2 of paragraph fifth and their proportional share in the profits and common expenses in the said general common areas and facilities as well as the proportionate representation for voting purposes in the meeting of the Association of Apartment Owners, of the Condominium shall be in the proportion as mentioned in said Table given in Schedule hereto annexed.
 - (c) The proportionate representation for voting purpose provided in (a) and (b) hereof may be limited in accordance with the provisions of the bye-laws attached hereto, as Exhibit "B"
 - (d) Apartment/Apartments and the percentage undivided interest in the common areas, and facilities appertaining the apartments/ apartment each are not encumbered in any manner whatsoever on the date of this Declaration.
9. The administration of Condominium consisting as aforesaid of the building and parcel of land described in paragraph first and fifth of this Deed shall be in accordance with the provisions of the bye-laws which are made a part of this this Deed and are attached hereto as Exhibit "B"

10. That as appears above a plan of Apartment Ownership is hereby constituted under the subject to the provisions of the Act, so that the Apartments of ground/and ...upper floors may be conveyed and registered as independent properties capable of independent use on account of each having its own exit to a common area 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.
11. That for the purposes of Stamp duty and registration fees to be imposed on the registration of this Deed in the Register of Declaration and Deeds of Apartment under Section 13(5), the value of the.....Condominium is distributed as follows.—
 - (a) Parcel of land described in paragraph First hereof is valued at Rupees.....
 - (b) The building described in paragraphs second and third hereof is valued at Rupees.....
12. That **so long as the Grantor(s) own(s) one or more Apartments,** the Grantor shall be subject to the provisions of this Deed and of the Exhibits 'A' and 'B' attached hereto and the Grantor(s) covenant(s) 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.
13. 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.
14. 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.
15. That the undivided interest in the general and/or restricted common areas and facilities shall not be separated from the Apartment to which it appertains and shall be deemed conveyed or encumbered which the apartment even though such interest is expressly mentioned or described in the conveyance or other instrument.
16. That each apartment owner shall comply with the provision of this Deed, the bye-laws, decisions and resolutions of the Association of Apartment Owners of its representative and failure to comply with any such provisions, decisions or resolutions, shall be ground for an action to recover sums due, for damages or for injunctive relief.
17. That the dedication of the property to the plan of Apartment Ownership herein shall not be revoked, or the property removed from the plan of Apartment Ownership or any of the provision herein amended unless all of the Apartment Owners and the Mortgagees of all the Mortgages covering the apartments unanimously agree to such revocation or amendment or removal of the property from the plan by duly registered instruments; PROVIDED HOWEVER the other provisions (except paragraph 13) of this Declaration may be amended but that the Declaration shall always be kept consistent with the provisions of the Act by a vote of at least $66 \frac{2}{3}$ per cent in number and in common interest of all apartment owners cast at a meeting duly held in accordance with the provisions of the bye-laws (annexed as Exhibit 'B' hereto), provided further that any such amendment shall have been approved in writing by the Mortgagees of all the Mortgages covering the Apartments. No such amendments shall be effective until duly registered in accordance with the provisions of the Registration Act.
18. That no Apartment Owner of an Apartment 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 apartment.

19. All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any Apartment shall constitute a charge on such apartment prior to all other charges except only—(1) charge, if any on the Apartment for payment of government or Municipal taxes or both and all sums unpaid on a first mortgage of the Apartment.
- 20 That all the 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 Apartments of the building or the mere act of occupancy of any of the said Apartments shall signify that the provisions of this Deed are accepted and ratified.

The respective Apartment shall not be rented or given on lease and licence or caretaker basis by the Apartment Owners thereof for transient or hotel purposes, which shall be defined as (a) rental compensation or compensation for any period less than thirty days or (b) any rental or if the occupants of the Apartment are provided customary hotel or boarding or lodging or paying guest services.

Other than the foregoing obligations, the apartment owners of the respective Apartments have the absolute right to lease such Apartment or give it on lease and licence or caretaker basis provided that said lease or leave licence or caretaker 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.

21. That if the property, subject to the Plan of Apartment Ownership is totally or substantially damaged or destroyed. the repair, reconstruction or disposition of the property shall be as provided by the Act.
- 22 That, where an Apartment 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 Apartment, then **neither the mortgagee nor the purchaser who derives title to the Apartment at such sale, or his successors or assigns shall be liable, for assessments by the association which become due prior to the acquisition of title by such acquirer, it being understood, however, that the above shall not be construed to prevent the Association of Apartment Owners from filing and claiming charge for such assessments and enforcing same as provided by law, and that such charge shall be subordinate to such mortgage.**
23. That in a voluntary conveyance of an Apartment the grantee of the Apartment 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 up to 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 apartment conveyed be subject to a charge for, any unpaid assessments made by the Association of Apartment Owners against the Grantor in excess of amount therein, setforth.
24. That the Manager or Board of Managers of the Association shall obtain (and continue in effect blanket property insurance form and amounts satisfactory to mortgagees holding first mortgages covering Apartments liable without prejudicial to the right of owner of an apartment to obtain individual Apartments insurance.

25. 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 premiums as such premiums become due.

IN WITNESS WHEREOF

Shri has hereto set his hand this day of 19.....

SIGNED AND DELIVERED BY Shri.....

In the presence of:

Before me,
Notary.

SCHEDULE

Apartment number	Area of Apartment in square metres	Percentage of interest of the Apartment owner in the common areas and facilities and in the common expenses	Percentage of interest of the Apartment owner in restricted common areas and facilities	Value of the Apartment being the basis on which the percentages mentioned in Columns 3 and 4 are Commuted

Exhibit “A”

(See clause second)

(here specify plans)

Exhibit “B”

Bye-laws of the..... Condominium.

Chapter 1

1. Short title and application.

- (1) These bye-laws may be called the bye-laws of the¹⁹ Condominium,
- (2) The provisions of these bye-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 regulation set forth in these bye-laws.

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

2. Definitions.

In these bye-laws, unless the context requires otherwise-

- (a) “Act” means the Karnataka Apartment Ownership Act, 1972;
- (b) “Association” means the Association of all the Apartment Owners constituted by such owners for the purpose of the Condominium;
- (c) “Board” means a Board of Managers consisting of persons, all of whom shall be owners of apartment in the Condominium;
- (d) “Building” means the building located at and known as the Condominium, and includes, the land forming part thereof;
- (e) “Declaration” means the Declaration which the sole owner of the building or all the owners of the building have executed and registered as provided in Section 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

¹⁹ Here insert the name of the condominium

District, known as Condominium is submitted to the provision of the Act.

4. Objects of Association

- (l) The object of the Association shall be-
 - (a) to be and to act as the Association of Apartment Owners of the building called at (herein called “the said building”) who have filed their respective Declarations submitting their apartments to the provision of the Act;
 - (b) to invest or deposit moneys,
 - (c) to provide for the maintenance, repair and replacement of the common areas and facilities by contributions from the apartment owners, and if necessary, by raising loans for that purpose;
 - (d) to retain and rent or license 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 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 its own account or jointly with individuals or institutions, educational, physical, social and recreative activities for the benefit of the apartment Owners;
 - (h) to frame rules, with the approval of the general meeting of the Association and after consulting the competent authority and may establish a provident fund and gratuity fund, if necessary, for the benefit of the employees of the Association.
 - (i) to do all things necessary or and otherwise provide for their welfare expedient for the attainment of the objects specified in the bye-laws
- (2) The Association shall not act beyond the scope of its object without duly amending the provisions of these bye-laws for the purpose.

5. Members of Association

- (1) All persons who have purchased apartments in the Condominium and executed respective Declaration 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 the legal representatives jointly shall be entered in the register of apartment owners maintained by the Secretary for the purposes of administration of the Condominium as apartment owner or joint apartment owners. Where any legatee is a minor, the apartment owner shall be entitled to appoint a guardian of such minor.

6. Joint apartment owners

Where an apartment has been purchased by two or more persons jointly, they shall be jointly entitled to the apartment and the shares of the Association shall be issued in their joint names, but the person whose name stands first in the share certificate shall alone have the right to vote.

7. Holding of one share compulsory

Every apartment owner must hold at least one share of the Association (joint apartment owners holding the shares jointly).

8. Disqualifications

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

CHAPTER II Voting, Quorum and Proxies

9. Voting

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

10. Quorum

Except as otherwise provided in these bye-laws, the presence in person of a majority of owners shall constitute a quorum.

11. Vote 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 budget, establishing and collecting monthly assessments and arranging or the management of the Condominium in an efficient manner. Except otherwise provided, resolutions of the Association shall

require approval by a majority of owners, casting votes in persons.

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 of Managers in accordance with the requirements of bye-law 23. The owners may also transact such other business of the Association as may properly come before them.

15. Special Meetings

It shall be the duty of the President to call a special meetings 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 his behalf. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice without the consent of four-fifths of the owners present in person.

16 Notice of Meetings

It shall be the duty of the Secretary to mail or send a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each apartment owner, at least 2 hut not more than 7 days prior to such meeting.

The mailing or sending of a notice in the manner provided in this bye-law shall be considered notice served. Notices of all meetings shall be mailed to the Housing Commissioner, or as the case may be, to 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 no less than two shall form a quorum.

18 Order of Buiness

The order of business at all meeting of the owners of the units shall be as follows:

- (a) Roll call
- (b) Proof of notice of meeting or waiver of notice
- (c) Reading of minutes of the preceding meeting

- (d) Reports of officers,
- (e) Report of the Housing Commissioner or of 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 bye-laws or by resolutions 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 personnel necessary for the maintenance and operation of the Condominium, the common areas and facilities and the restricted common areas and facilities;
- (d) to provide for the manner in which the audit and accounts of the Association, shall be carried out;
- (e) to inspect the accounts kept by the Secretary and/or the Treasurer, and examine the registers and account books and to take steps for the recovery of all sums due to the Association;
- (f) to Sanction working expenses, count cash balance and deal with other miscellaneous business;
- (g) to see that cash book is written up promptly and is signed daily by one of the members of the Board authorised in this behalf;
- (h) to hear and deal with complaints.

22. Manager

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

23. Election and term of office

At the first annual meeting of the Association, the term of office of two Managers shall be fixed for three years. The term of office of two Managers shall be fixed at two years, and the term of office 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 of Managers is contemplated, the terms of office should be established in a similar manner so that they will expire in different years).

24. Vacancies

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

25. Removal of Manager

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 of Managers 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.

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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 written request of at least three Managers.

29. Waiver of Notice

Before or at any meetings of the Board any Manager may, in writing, waive notice of such meeting, and such waiver 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 reacquired and any business may be transacted at such meeting.

30. Quorum.

At all meetings of the Board, one-third of the total strength of the Managers shall constitute a quorum for the transaction of business, and the acts of the Managers present at a meeting at which 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 judgement may be necessary. (In the case of an Association of one hundred owners or less, the offices of Treasurer and Secretary may be filled by the same person).

33. Election of officers

The Officers of the Association shall be elected annually by the Board of Managers at the 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 of the general powers and duties which are usually vested in the office of President of an Association, including, but not limited to the power to appoint committees from among the owner from time to time as he may in his discretion decide to be appropriate to assist in the conduct of the affairs of the Association.

36. Vice-President

The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent Or unable to act. If neither the President nor the Vice-President is able to act the Board shall appoint some other members 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 deposit of all moneys and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Managers.

CHAPTER VI Obligations of the Apartment Owners

39. Assessment

All owners are obliged to pay monthly assessments imposed by the Association to meet all expenses relating to theCondominium, 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 assessment 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 theCondominium 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 common area and facility damages through his fault.

41. Use of family units-internal changes

- (1) All units (except units on the.....²⁰) shall be utilised for residential purposes only.
- (2) An owner shall not make any structural modifications or alterations in his unit or installations located therein without previously notifying the Association in writing, through the President of the Board if no manager is employed.

The Association shall have the obligation to answer within thirty days, and failure to do so within the stipulated time shall mean that there is no 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 tradesmen are expressly required to utilise exclusively a freight or service elevator for transporting packages, merchandise or any other object that may affect the comfort or well-being of the passengers of the elevators dedicated to the transportation of owners, residents and guests.

“To be retained where necessary”.

43. Right of entry

- (1) An owner shall grant the right of entry to the Manager or to any other person authorised by the Board of the Association in case of any emergency originating in or threatening his unit, whether the owner is present at the time or not.
- (2) An owner shall permit other owners, or their representatives when so required to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of 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 bye-laws or regulations.
- (3) It is prohibited to hang garments, rugs, etc., from the windows, or from any of the façades 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 installations provided for such purposes in the service areas. If such installation is not provided, **all garbage or trash shall be collected in a vessel and thrown in the municipal dust bin.**
- (6) No owner, resident or 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 walls 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 shares;
- (b) by contributions and donations from the apartment owners;
- (c) from common profits which shall form the nucleus of the Reserve Fund;
- (d) by raising loans, if necessary, subject to such terms and conditions as the Associations, with the approval of the Competent Authority, may determine in his 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 Trusts Act, 1882; or
- (c) in any co-operative bank other than those referred to in clause (a) of this bye-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 situate, the Association may, after consulting the competent authority, become a member thereof and pay the sums from time to time payable to such Federation under the rules thereof.

48. Accounts

- (1) A banking account shall be opened by the Association into which all moneys received on behalf of the Association shall be paid, provided that the Secretary may retain in his personal custody an amount not exceeding Rs. 100 for Petty expenses. All payment above Rs 20 shall be made by cheques 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 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 years; 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 the 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 Auditors

The Association shall appoint at its general meeting, an auditor who shall audit the accounts of the Association to be prepared by the Board as hereinbefore provided and shall examine the annual return, and verify the same, with the accounts relating thereto and shall either sign the same as found by him to be correct, duly vouched and in accordance with law, or specially report to the Association in what respect he finds it incorrect, 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 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 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 owner of such unit.

CHAPTER IX Compliance

54. Compliance

These bye-laws are set forth to comply with requirements of the Karnataka Apartment Ownership Act, 1972. In case any of these bye-laws conflict with the provisions of the said Act, it is hereby agreed and accepted that the provisions of the Act 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 and the authority of a resolution of the Board of Managers and every deed of instrument to

which the seal is affixed shall be attested for or on behalf the Association by two members of the Board and the Secretary or am other person authorised by the Association in that behalf.

CHAPTER X Amendments to Plan of Apartment Ownership

56. Amendment of bye-laws

These bye-laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least 75 per cent, of the total value of all units in the Condominium as shown in the Declaration.

FORM B

(See Rule 41)

Form of Declaration

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 Karnataka Apartment Ownership Ad, 1972 (Karnataka Act 17 of 1973), and all amendment thereto, and I further declare that I shall comply strictly with the covenants conditions and restrictions set forth in the Declaration and with the bye-laws forming part thereof, and attached hereto as Exhibit "B" and with the administrative rules and regulations adopted pursuant to such bye-laws (as either of the same may be lawfully amended from time to time) as in the Deed of Apartment.

Solemnly affirmed/sworn ataforesaid, the.....day of.....

BEFORE ME.

FORM C

[See Rule 8(1)]

Register of Declaration and Deeds of Apartments

1. Apartment No. shown in the plans annexed
2. Floor of the building
- 3 Name of building
- 4 Street/Road No. where the building is situated
5. Name of Street/Road where the building is situated
6. Name of builder
7. (a) Cadastral Survey No. of land
(b) Hissa No,
(c) Town and peth/Division of land on which building is constructed.
8. Registration, district and sub-district @@@

Sl No	Date of Application for registration	Name of Apartment Owner	Address	Date of Declaration	Date of registration of Declaration

Percentage of undivided interest in common areas and facilities	Date of Deed of Apartment	Date of registration of Deed of Apartment	Price of Apartment settled	Date of payment of price

Form D

[See Rule 8(2)]

Form of index to register

Name of the 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 of Apartment and consideration)	Date of		Serial No. volume and page	Remarks
	Execution	Registration		

FORM E

[See Rule 9]

Form of Memorandum

1. Apartment No. shown in the plans annexed
2. Floor of the building
3. Name of the building
4. Street/Road No. where the building is situated
5. Name of Street/Road where the building is situated
6. Name of builder
7. (a) Cadastral Survey No. of land
(b) Hissa No. of land on which building is constructed.
(c) Town and peth/division in which building is constructed/is situated.
8. Registration district and sub-district in which Declaration and Deed of Agreement are registered.
9. Name of Apartment owner
10. Address
11. Percentage of undivided Interest in common facilities.
12. Date of Declaration
13. Date of Deed of Apartment.