

[(See Section 15 (2)]

MODEL BYE-LAWS OF ASSOCIATION OF DELHI APARTMENT OWNERS ASSOCIATION UNDER THE DELHI APARTMENT ACT, 1986

CHAPTER I

PRELIMINARY

1. Short title

Extent and Commencement : (1) These bye-laws may be called the Model bye-laws of Delhi Apartment Owners' Association.

(2) These extent to the Union Territory of Delhi for the Administration of the affairs in relation to the apartments and the property appertaining thereto and for the management of common areas and facilities.

2. Application

These bye-laws shall apply to—

- (i) every apartment in a multi-storeyed building constructed before or after the commencement of the Delhi Apartment Ownership Act, 1986 ;
- (ii) all present or future owners, tenants, future tenants, or their employees, or any other persons that might use the facilities of building in any manner.

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

3. Definitions

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

- (a) 'Act' means the Delhi Apartment Ownership Act, 1986 (58 of 1986) ;
- (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 the 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 percentage assigned in the Declaration ;
- (g) 'Owners' or 'apartment owners' means the person owning an apartment in the.....condominium ;
- (h) 'Section' means a section of the Act ;
- (i) 'Unit' means a family unit in the.....condominium ;
- (j) 'Registrar' means the Registrar of Co-operative Societies.

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

4. Objects of Association

The objects of the Association shall be—

- (a) to be and to act as the Association of Apartment owners of the building called.....(hereinafter called the said building) who have filed their respective declarations submitting their apartments to the provisions of the Act ;
- (b) to invest or deposit money ;
- (c) to provide for maintenance, repair and replacement of common areas and facilities by contributions from the apartment owners and if necessary by raising loans for that purpose ;
- (d) to retain and rent on licence if possible suitable portions of the common areas to outsiders for commercial purposes and to distribute the common profits left after deducting the common expenses amongst the apartment owners as common profits or accumulate the same for building up a reserve fund ;
- (e) to provide for and do all and any of the matters regarding :—
 - (i) the election among the apartment owners of a Board of Managers, the number of persons consisting the same, and that the term of atleast one-third of the members of such Board shall expire annually, the powers and duties of the Board, the compensation, if any, of the members of the Board, the method of removal from Office of the members of the Board, and whether or not the Board may engage the services of a Secretary, a manager or managing agent, and specifying which of the powers and duties granted to the Board under the Act may be delegated by the Board to either or both of them ;

- (ii) method of calling meetings of the apartment owners, what percentage, if other than majority of apartment owners shall constitute a quorum ;
 - (iii) election of a Secretary who shall keep a minute book wherein resolution shall be recorded ;
 - (iv) election of a treasurer who shall keep the financial records and books of accounts ;
 - (v) maintenance, repair and replacement of the common areas and facilities and payments thereof ;
 - (vi) manner of collecting from the apartment owners or any other occupants of apartments their share of the common expenses ;
 - (vii) designation and removal of persons employed for the maintenance, repair and replacement of the common areas and facilities ;
 - (viii) the method of adopting and of amending administrative rules and regulations governing the details of the operation and use of the common areas and facilities ;
 - (ix) such restrictions on the requirements respecting the use and maintenance of the apartments and the use of common areas and facilities not set forth in the declarations as are designed to prevent unreasonable interference with the use of their respective apartments and of the common areas and facilities by the several apartment owners ;
 - (x) the percentage of the votes required to amend the bye-laws ;
- (f) to advance with the consent of the apartment owners, any short-term loan to any apartment owners in case of any emergent necessity and to provide for the repayment thereof in lump sum or in instalments ;
 - (g) to establish and carry on, on its own accord or jointly with individuals or institutions, educational, physical, social and recreative activities for the benefit of the apartment owners ;
 - (h) to frame rules with the approval of the general meeting of the Association and after consulting the Competent Authority and 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 otherwise provide for their welfare expedient for the attainment of the objects specified in these bye-laws.
- (2) The Association shall not act beyond the scope of its objects without duly amending the provisions of these by-laws for the purpose.

✓ 5. Members of Association

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

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

6. Joint Apartment Owners

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

7. Holding one Share Compulsory

Every apartment owner must hold atleast one share of the Association.

✓ 8. Disqualification

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

CHAPTER II

VOTING, QUORUM AND PREDICES

9. Voting

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

10. Quorum

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

11. Votes to be cast in person

Votes shall be cast in person.

CHAPTER III
ADMINISTRATION

12. Powers and duties of association

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

13. Place of meetings

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

14. Annual meetings

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

15. Special meetings

It shall be the duty of the President to call a special meeting of apartment owners as directed by a resolution of the Board or upon a petition signed by a majority of the owners and having been presented to the Secretary or at the request of the housing Commissioner or as the case may be, the Registrar or any officer duly authorised by him in this behalf. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice without the consent of four-fifths or 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 two days but not more than seven days prior to such meetings. Notices of all such meetings shall be mailed or sent to the housing Commissioner, or as the case may be the registrar.

17. Adjourned meetings

If any meeting of owners cannot be held for want of quorum the owners who are present, may adjourn the meeting to a time not less than fortyeight hours from the time to original meeting was called. If at such adjourned meeting also, no quorum is present, the owners present in person being not less than two shall form a quorum.

18. Order of business

The order of business at all meetings shall be as follows :—

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

**CHAPTER IV
BOARD OF MANAGERS**

19. Management of association

The affairs of the association shall be governed by a Board.

20. Powers and duties of board

The Board shall have powers and duties necessary for the administration of the affairs of Association.

21. Other duties

In addition to the duties imposed by these bye-laws or by resolution of the Association the Board shall be responsible for the following :—

- (a) maintenance, repair and replacement of the common areas and facilities.
- (b) collection from apartment owners share of common expenses.
- (c) resignation and removal of persons employed for the maintenance, repair and replacement of common areas and facilities.
- (d) to provide for the manner in which the audit and accounts of the Association shall be carried out.
- (e) to inspect the accounts kept by the Secretary/Treasurer and examine the registers and account books and to take steps for the recovery of all sums due to the Association.
- (f) to see that cash book is written up promptly and is signed daily by one of the members of the Board.

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

22. Manager

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

23. Election and term of office

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 for three years and of one Manager for one year. The Manager shall hold office until their successor have been elected and hold their first meeting.

24. Vacancies

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

25. Removal of managers

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

26. Organisation Meeting

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

27. Regular meetings

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

28. Special meetings

Special meetings may be called by President on three days' notice to each manager and notice of such meeting may be given personally to each manager.

Special meetings of the Board shall be called by the President or Secretary on a written request of atleast three managers.

29. Waiver of notice

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

30. Quorum

In all the meetings of the Board 1/3rd of the total strength of the managers shall constitute a quorum. If at any meeting of the Board there be less than a quorum present the majority of those present may adjourn the meeting and as such adjourned meeting the business which might have been transacted at the meeting originally called may be transacted without further notice, provided there is a quorum.

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. Designations

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. The Board may appoint an Assistant Secretary and an Assistant Treasurer and such other officers as the Board may consider necessary.

33. Election of the officers

The officers of the Association shall be elected annually by the Board at the organisation meeting of each new Board.

34. Removal of officers

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

35. President

The President shall be the Chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all the general powers and duties which are usually vested in the office of the President of an Association including the power to appoint committees from among the owners from time to time.

36. Vice-President

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

37. Secretary

The Secretary shall keep the minutes of the meetings of the Board and of the Association. He shall have charge of such books and papers as the Board may direct and he shall perform all duties incidental to the office of Secretary.

38. Treasurer

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

CHAPTER VI**OBLIGATIONS OF THE APARTMENT OWNERS****39. Assessments**

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

40. Maintenance and repairs

(1) Every owner must perform all maintenance and repair work within his own unit.

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

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

41. Use of family units : internal changes

(1) All the Units shall be utilised for residential purposes only.

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

42. Use of common areas and facilities and restricted common areas and facilities

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

(2) The condominium shall elevators devoted to the transportation of the owners and their guests and for freight service, or auxiliary purposes. Owners and trademen are required to utilise exclusively a freight or service elevators for transporting packages merchandise or any other object that may effect the comfort or well being of the passengers of the elevators meant for the transportation of owners residents and guests.

43. Right of entry

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

(2) An owner shall permit other owners or their representatives when so required to enter his unit for the use of performing installation and alterations or repairs to the mechanical or electrical services provided, that requests for entry are made in advance and that such entry is at a time convenient to the owner, but, in case of emergency, such right of entry shall be immediate.

44. Rules of conduct

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

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

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

(4) It is prohibited to dust rugs etc. from the windows or to clean rugs etc. by beating on the exterior part of the building.

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

(6) No owner, resident or lessee shall instal wiring for electrical or telephone installation, television antenna, machines or air-conditioning units etc. on the exterior of the building.

CHAPTER VII
FUNDS AND THEIR INVESTMENTS

45. Funds

Funds may be raised by the Association in all or any of the following ways :—

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

46. Investment

The Association may invest or deposit its funds in one or more of the following :—

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

47. Affiliation

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

48. Accounts

(1) The Association shall open a banking account and deposit the money received on behalf of the Association. The Secretary may retain in his personal custody an amount not exceeding Rs. 100/- for petty expenses. All payments above Rs. 20/- shall be made by cheque, signed by the Secretary and one member of the Board.

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

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

(a) the profit and loss accounts.

(b) the receipts and expenditure of the previous financial year ; or

(c) a summary of the property and an 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 have been arrived at.

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

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

49. Publication of accounts and reports

A copy of the least financial statement and of the report of the auditor, if any, shall be kept in a conspicuous place in the office of the Association.

50. Appointment of auditor

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

51. Power of Auditor

The auditor shall be entitled to call for an examine any papers or documents belonging to the Association relating to the common areas and facilities and common expenses and shall make a special report to the Association upon any matter connected with the accounts which appears to him to require notice.

CHAPTER VIII MORTGAGEES

52. Notice to Association

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

53. Notice of Un-paid Assessments

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

CHAPTER IX

54. Compliance

These bye-laws are set forth to comply with the requirement of the

Delhi Apartment Ownership Act, 1986. 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 under the authority of a resolution of the Board and every Deed of Instrument to which seal is affixed shall be attested for or on behalf of the Association by two members of the Board and to Secretary or any other person authorised by the Association.

CHAPTER X AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

56. Amendments of Bye-laws

These bye-laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing atleast Seventy-five percent of the total value of the units in the building:

FORM—B (See Rule 6)

PART-II : (For individual Apartment)

1. Name of apartment owner :
2. Apartment number and floor of the building :
3. Approximate Area, number and dimension of the room, immediate common area to which it has access, and any other data necessary for proper identification. :
4. Purpose for which the apartment shall be used. :
5. Percentage of undivided interest in common areas/facilities and restricted common areas/facilities, if any. :
6. Value of the apartment together with value of percentage of common facilities. :
7. Whether the apartment and percentage of undivided interest are free from encumbrances of any manner on the date of execution. :
8. Name of the person to received service of procees, together with the particulars of residence of place of business of such person. :

9. Percentage of vote in the Association of Apartment Owners. :

Signature of Apartment Owner
in the presence of

Signed and Delivered by
Shri (Promoter) in the presence
of

Place :

Date :

FORM—'C'
[See Rule 8 (1)]

Register of Deed 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 Building.
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 in which the Deed of Apartment is registered

Serial No.	Date of Application for registration	Name of the apartment owner	Address	Date of registration
(1)	(2)	(3)	(4)	(5)

Percentage of undivided interest in common areas and facilities	Date of Deed of apartment	Date of registration of the Deed of Apartment	Price of apartment Settled	Date of payment of price
(6)	(7)	(8)	(9)	(10)

FORM 'D'

[See Rule 8 (2)]

Form of Index to Register

Name of Executing party	Place of residence	Situation of Property	Apartment floor of the building and name of the Building	No.,
(1)	(2)	(3)	(4)	

Nature of Deed (Deed of Apartment and consideration)	Date of Execu- tion	Serial No., Volume and page Regis- tration	REMARKS
(5)	(6)	(7)	(8)

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