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INDEX

Sl. No.	Particulars		Page No.
1.	The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011		2
	Rule 1	Short Title and Commencement	2
	Rule 2	Definitions	2
	Rule 3	Form of Declaration	2
	Rule 4	Amendment of Declaration	3
	Rule 5	Grant of permission for prosecution	4
	Rule 6	Undertaking to be filed by the person acquiring apartment.	4
2.	Form "A"—Declaration by promoter under section 12 of the Act with Annexures 'A' to 'F' and schedule-'A'.		5-18
3.	Form "B"—Undertaking by the person acquiring the apartment.		19

UTTAR PRADESH SHASHAN

AWAS EVAM SAHARI NIYOJAN ANUBHAG-1

In pursuance of the provisions of clause (3) of article 348 of the Constitution of India, the Governor is pleased to order the publication of the following English translation of Notification no. 3975/8-1-11-115D.A./02T.C.-I dated 16 November, 2011

NOTIFICATION

No. 3975/8-1-11-115D.A./02T.C.-I

Lucknow : Dated 16 November, 2011

In exercise of the powers conferred by section 30 of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010, the Governor of Uttar Pradesh hereby makes the following rules, namely,:–

The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011

Short Title and commencement

1. (1)These rules may be called The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011.

(2) They shall come into force with effect from the date

Definitions

2. (1) In these rules, unless the context otherwise requires,–

(a) Uttar Pradesh Apartment

(Promotion of Construction, Ownership and Maintenance) Act, 2010.

(b) "Form" means a Form appended to these rules;

(c) "Competent Authority" means the Vice–Chairman of the Development Authority in whose development area the building is situated or the Collector of the district where no such Development Authority exists.

(d) "Section" means a section of the Act.

(2) Words and expressions used in these rules but not defined shall have the meanings respectively assigned to them in the Act.

Form of Declaration (sub section-1 of section 12)

3. The declaration shall be submitted by a promoter under sub-section (1) of section 12 in Form 'A' which shall be submitted by the promoter within a period of 12 months from the date of approval of the plans. Where the building has been constructed or is under construction prior to the commencement of these rules, the declaration shall be submitted within 90 days from the date of such commencement.

Amendment of Declaration (sub section-2 of section 12)

4. (1) The declaration submitted by a promoter under rule 3 may be amended at any time, by the promoter, If,-

(a) the declaration suffers from any clerical or arithmetical mistake or error arising therein from any accidental slip or omission; or

(b) the amendment is necessitated by reason of any revision in the sanctioned plan of the building; or

(c) the proposed amendment is just and reasonable;

provided that the amendment made by the promoter shall not violate the building bye-laws, sanctioned building plan or the contractual obligation of the promoter.

(2) For making amendment in the declaration referred to in sub-rule (1) the promoter shall move a written application to the Competent Authority with such fees as may be determined by the Competent Authority, specifying therein the circumstances and reasons for amending it and such application shall be supported by an affidavit of the promoter or of a person authorized on his behalf along with the necessary documents.

(3) The Competent Authority, on receipt of the application under sub-rule (2) shall issue a written notice to the association of the apartment owners of the building and shall also cause the publication of a public notice in two daily newspapers circulating in that locality.

(4) On receipt of the objections, if any, received within 30 days from the date of publication of notice under sub-rules (3) the Competent Authority shall, after giving an opportunity of being heard to the objector, association of apartment owners and promoter, pass such order thereon as it deems fit as expeditiously as possible.

(5) A true copy of the order passed under sub-rule (4) shall be sent by the Competent Authority to the promoter, association of the apartment owners or to the objector as the case may be.

Grant of permission for prosecution (sub section-4 of section 25)

5. (1) After majority decision by the Board, the President or the person authorized on its behalf may apply the Competent Authority for grant of the permission to file its written complaint under the provisions of sub- section (4) of section 25;

Provided that every such application shall be accompanied by a true attested copy of the decision of the Board;

Provided further that such application shall clearly specify the nature and extent of the violation of the provisions of the Act or the Bye-laws, as the case may be;

Provided also that such application shall also specify the steps taken and efforts made by the Board to ensure that the violation is set right by the concerned owner of the apartment or the promoter, as the case may be, alongwith necessary documents of the efforts made by the Board.

(2) The Competent Authority, on receipt of the Application, shall give notice to the erring apartment owner or the promoter, as the case may be and shall pass such order as he may deem fit:

Provided that no such order shall be passed by the Competent Authority unless the Competent Authority records his satisfaction in writing as to the violation of the provisions of the Act or the bye-laws after affording adequate opportunity of being heard to all concerned.

Undertaking to be filed by the acquiring apartment. (section 10)

6. Any person acquiring any apartment from any apartment owner by gift, exchange, purchase or otherwise, or taking lease of an apartment from an apartment owner under section 10 and shall execute an undertaking in Form 'B' to comply with the covenants, conditions and restrictions, subject to which such apartment is owned by the said apartment owner. Such undertaking shall be executed and registered within a period of 30 days from the date of acquiring the apartment.

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FORM A

(See Rule 3)

FORM OF DECLARATION Date:

Place:

Promoter Details:

1. Name:
2. Registered Address:
3. Local/ Postal Address:
4. Date of Incorporation (if applicable):
5. Name/designation of Authorised Signatory:

The Declarant hereby solemnly states the following:

FIRST: The Promoter owns /holds the land as lessee which is fully described and detailed in Annexure 'A' to this declaration.

SECOND: The Promoter has constructed on the parcel of land, described in Annexure 'A' to this declaration, an Apartment Building/Group Housing scheme, detailed below:

Sl. No.	Description	Particulars
(1)	(2)	(3)
1.	Name of the building /Group Housing Scheme	
2.	Sanctioning Authority of the plan	
3.	Date of sanction	
4.	Municipal No. of the property	
5.	Municipal Ward of the property	
6.	Postal address of the property	
7.	Name of Architect/ Structural Engineer	
8.	Height of the building	
9.	Scheme whether residential or commercial (other than multiplex or mall)	
10.	No. of Floors	

THIRD: That the said property consists of the apartments detailed in Annexure 'B' to this declaration. The various apartments of the scheme are capable of individual utilization on account of having their own exit to common areas and facilities of the building/property scheme and the apartment will be sold to one or more persons, each person obtaining a particular and exclusive property rights thereto and each apartment constituting a heritable and transferable immovable property within the meaning of any law for the time being in force in the State (hereinafter referred to as the 'Apartment') and also an undivided interest in the general and/or 'limited common areas and facilities' of the building/property scheme, as listed in this declaration deed, necessary for their adequate use and enjoyment, and referred to as:-

(a) Common facilities for dwelling

(b) Limited common facilities for apartments, means those common areas and facilities which have been designated in writing by the promoter as reserved for the use of certain apartment or apartments to the exclusion of the other apartments."

FOURTH: That the aforesaid building has a total floor area of … square meters on all floors, of which ….. square meters will constitute the apartments and remaining …… square meters will constitute the 'common areas and facilities' and …. square meters constitute 'limited common areas and facilities', which have been detailed in Annexure 'C' hereto.

FIFTH: That this condominium shall be known as "……."(insert the name of the building / scheme as given above) and that the apartments and 'common areas and facilities' (as defined in S. 3(i) of the Act), the 'limited common areas and facilities' of the building / scheme (as defined in S. 3(s) of the Act), and the 'independent areas' (as defined in S. 3(p) of the Act), and shall be as follows –

Sl. No.	Item	Details
1.	"Common areas & facilities" [as defined in S. 3(i) of the Act]	As per Annexure 'D'
2.	"Limited common areas & facilities" [as defined in S. 3(s) of the Act]	As per Annexure 'E'
3.	"Independent areas" [as defined in S. 3(p) of the Act]	As per Annexure 'F'

SIXTH: (a) that the right, title and interest of each apartment owner and his proportionate share in the profits and common expenses for the common areas and facilities, as well as the proportionate representation for voting purpose in the meeting of the Association of Apartment Owners of the …… Condominium is based on the proportionate value of each apartment to the total value of all apartments.

SEVENTH: That the Administration of ……Condominium consisting as aforesaid of the building and parcel of land described above shall be in accordance with the provisions of this Deed and with the provisions of the bye-laws of the association of the apartment owners. The promoter shall be responsible for full quality control of materials and workmanship at site. The specifications of construction detailed in 'Schedule-A' hereto .

EIGHTH: That for the purpose of stamp duty and registration fees payable on the deed of apartments under S. 13 of the Act, the value of the

(a) land of each apartment would be computed on the basis of the percentage of the undivided share so that the aggregate of the land component of all of the apartments of the building is equivalent to the total value of the land of the building;

(b) the construction of each apartment would be also computed on the basis of the percentage of the undivided share as it bears to the total covered area.

NINTH: that the 'common areas and facilities' as well as the 'limited common areas and facilities' shall remain undivided and no apartment owner shall bring any action for their partition or division thereof.

TENTH: that the percentage of the undivided interest in the "common areas and facilities" as well as the "limited common areas and facilities" established herein shall not be changed except with the unanimous consent of all the apartment owners and approval of Competent Authority expressed in amendment to this deed.

ELEVENTH: that the undivided interest in the 'common areas and facilities' as well as the 'limited common areas and facilities' shall not be separated from the apartment to which they pertain and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument;

TWELTH: that neither the dedication of the property to the plan of apartment ownership herein shall not be revoked, nor the property removed from plan of apartment ownership, or any of the provisions herein amended unless all the apartment owners and the mortgagees of all the mortgages covering the units unanimously agree to such revocation, or amendment or removal of the property from the plan by only registered instruments;

THIRTEENTH: 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;

FOURTEENTH: that where an apartment is sold pursuant to the recovery of the mortgage money, then neither the mortgagee nor the purchaser who derives title to be apartment at such sale or his successors or assigns shall be liable for assessments by the association which became due prior to the acquisition of the title by such acquirer but the association of apartment owners would be entitled to recover the amount subsequent to the date of acquisition of title by such acquirer.

FIFTEENTH: that the 'independent areas', declared herein in the Annexure 'F' are not included as common areas for the joint use of the apartment and the promoter would be at liberty to sell them or to construct thereupon without interference of other apartment owners in view of the provisions of S. 3(p) of the Act.

SIXTEENTH: The promoter shall maintain the common areas and facilities till the association is formed and shall be entitled to collect the maintenance charges @_____per month from the owners of each apartment.

IN WITNESS WHEREOF, Shri ……..…… for on and behalf of M/s …… (the promoter) hereto set his hand this ……day of …… of year ……

Signed and delivered by
(Seal of the Promoter) In the

presence of:–

1. _____

2. _____

Annexure 'A'

Details of the land of the building to which the present declaration relates

Sl. No.	Items		
1.	Location of the land of the building	Revenue village	Specify
		Tehsil	Specify
		District	Specify
2.	Survey No. with area	Specify no.	Specify area
3.	Date of last document of title under which the promoter claims th	Specify date	

4.	Details of Registration of the above title document	Book No.	Specify
		Vol. No.	Specify
		Page Nos.	Specify
		Sl. No.	Specify
		Date of Regn.	Specify
5.	Boundaries of the land	North	Specify
		South	Specify
		East	Specify
		West	Specify
5.	Land whether freehold or leasehold		Specify
6.	If land is leasehold, the unexpired period of the lease		Specify

Place: Signature of declarant with designation and seal Date:

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		Place: Date:												

Note: The percentage of undivided share in the land is calculated on the basis of the covered area of the apartment in relation to the total covered area of the apartments, being the aggregate of Column No. 4.

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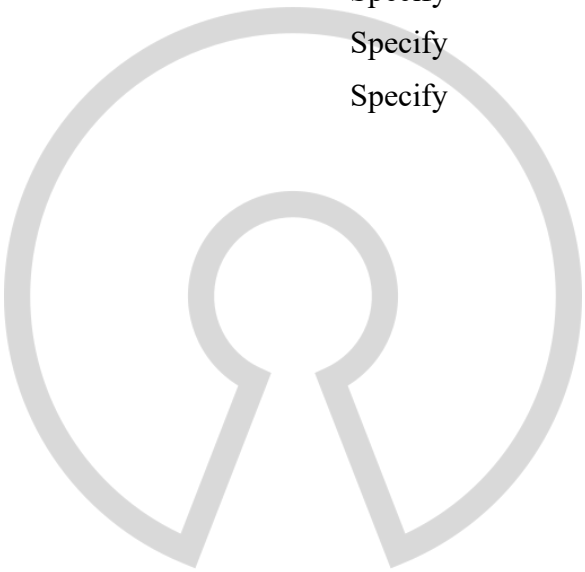
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Annexure-‘B’

(Details of Apartments)

No. of Rooms	Covered area	Percentage of undivided share in land on voting (in sq.

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Annexure-'C'

Details of covered area of apartments and total covered area of common areas and facilities /limited common areas and facilities

Sl. No	Particulars				
(1)	(2)	(3)	(4)	(5)	(6)
(a)	Total covered area of apartments at various floors	Specify	X	X	X
(b-1)	Total covered area of common areas & facilities (as defined in S. 3(i) of the Act)	X	Specify	X	X
(b-2)	Total covered area of limited common areas & facilities (as defined in S. 3(s) of the Act)	X	X	Specify	X

(c)	Total covered area of the building [Total of (a), (b-1) & (b-2)]	X	X	X	Specify
	Sum up	i.e. (a)	i.e. (b-1)	i.e. (b-2)	i.e. (c)

Place: Signature of declarant

with designation and seal

Date:

Annexure 'D'

Details of the common area and facilities of the building to which the present declaration relates

Sl. No.	Name of the common areas & facilities		Its description /area
(a)	The parcel of land described in paragraph First of this Deed.		
(b)	Basement (if any) (as shown in Exhibit 'A' attached hereto)		…. sq. mtr. & its floor
(c)	Facilities in the basement		Describe in detail the items located in the basement.
(d)	Parking facilities (as shown in Exhibit 'A' attached hereto)		….. sq. mtr.
(e)	Facilities on the ground floor (as shown in Exhibit 'A' attached hereto)		
	(i)	Garden lawns	Specify area in sq. mtrs.
	(ii)	Children playing area	Specify area in sq. mtrs.
	(iii)	Swimming Pool	Specify area in sq. mtrs.
	(iv)	Tennis Court	Specify area in sq. mtrs.
	(v)	Badminton Court	Specify area in sq. mtrs.
	(vi)	Commercial areas & facilities	Specify area in sq. mtrs.
	(vi)	Lobby & facilities	Specify area in sq. mtrs.
	(viii)	Any other facility	Specify area in sq. mtrs.
(f)	Common areas & Facilities located throughout the building (as shown in Exhibit 'A')		
	(i)	Elevator	Specify the no.
	(ii)	Area of shaft(s)	Specify area in sq. mtrs.

	(iii)	Elevator shaft extends from ground floor upto	Specify the floor
	(iv)	No. of stairway 'A', which lead from the ground floor to the roof of the building	Specify their details, numbers & sq. mtr. Area
	(v)	No. of stairway 'B' (if any), which lead from the open court to the upper floors.	Specify their details, numbers & sq. mtr. area
	(vi)	A flue (if applicable), extending from the incinerator in the basement to the roof of the building, which has 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	
	(vii)	No. of Water tank(s)	
	(viii)	Elevator pent-house with corresponding elevator equipment located on the roof of the building.	
	(ix)	Plumbering network throughout the building	
	(x)	Electric wiring net-work throughout the building	
	(xi)	Necessary light(s)	
	(xii)	Telephone(s)	
	(xiii)	Public water connection(s)	
	(xiv)	Foundations and main walls, columns, girders, beams and roofs of the building	
	(xv)	Tank(s)	Specify no. & capacity
	(xvi)	Pump(s)	Specify no. & capacity
	(xvii)	Motor(s)	Specify no. & capacity
	(xviii)	Fans	Specify no. & capacity
	(ixx)	Fire fighting equipment(s)	Specify details

	(xX)	Compressor(s)	
	(xxi)	Duct(s)	
	(xxii)	Central Air Conditioning Equipment(s)	
	(xxiii)	Heating Equipment	
	(xxiv)	General all apparatus & installation existing for common use	

Place: Signature of declarant

with designation and seal

Date:

Note:–Section 3(i) of the Act has defined the term "common areas and facilities" and the above common areas and facilities are illustrative and not exhaustive.

Annexure 'E'

Details of the limited common area and facilities of the building to which the present declaration relates

"Limited Common areas & Facilities" (as defined in S. 3(c) of the Act and shown in Exhibit 'A')		
(i)	Parking	Specify its area, location & no.
(ii)	Lobby, giving access to the elevator(s) to specified dwelling unit	Specify its area, location & no.
(iii)	Corridor extending from the lobby to the stairway	Specify its area, location & no.

Place: Signature of declarant

with designation and seal

Date:

Note:–Section 3(s) of the Act has defined the term "limited common areas and facilities" means "those common areas and facilities which are designated in writing by the promoter before the allotment, sale or transfer of any apartment as reserved for the use of certain apartment or apartments to the exclusion of the other apartments."

Annexure 'F'

Details of the "independent areas" of the building to which the present declaration relates

"independent areas" (as defined in S. 3(P) of the Act)		
(i)	Parking	Specify its area, location & no.
(ii)	Servant quarter	Specify its area, location & no.
(iii)	Club with independent access	Specify its area, location & no.

(iv)	Convenient shops	Specify its area, location & no.
(v)	Covered garage/store	Specify its area, location & no.
(vi)	Terrace attached to an apartment. (if applicable)	Specify its area, location & no.

Note:–Section 3(p) of the Act has defined the term "independent area" which means the areas which have been declared but not included as common areas for joint use of apartments and may be sold by the promoter without the interference of other apartment owners.

Place: Signature of declarant

with designation and seal

Date:

Schedule-A

[Specifications of Construction]

1. Foundation:
2. Flooring:
3. Doors and Hardware:
4. Windows:
5. Internal Finish:
6. External Finish:
7. Sanitary ware and fittings:
8. Electrical:
9. Plumbing and water Line:

Place: Signature of declarant

with designation and seal

Date:

FORM "B"

(See Rule 6)

Undertaking by the person acquiring apartment (Under Section 10 (b) of the Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010.

Office of the Competent Authority at…….

I_____ S/o_____ R/o_____ acquired apartment no._____ in the property_____ by way of gift, exchange, purchase or otherwise or taking lease of an apartment from Shri_____

I hereby undertake to comply with the covenants, conditions and restrictions subject to which said apartment was owned by the aforesaid Shri _____ before the date of transfer.

Further, I shall be subject to the provisions of The Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010.

Signature

In presence of

1.
2.