THE RAJASTHAN APARTMENT OWNERSHIP BILL, 2015

(To be Introduced in the Rajasthan Legislative Assembly)

A

Bill
to provide for the ownership of an individual apartment in a building and of an undivided interest in the common areas and facilities appurtenant to such apartment and to make such apartment and interest heritable and transferable and for matters connected therewith or incidental thereto.

Whereas, with a view to securing that the ownership and control of the material resources of the community are so distributed as to sub serve the common good, it is expedient to provide for the ownership of an individual apartment in a building and of an undivided interest in the common areas and facilities appurtenant to such apartment, and to make such apartment and interest heritable and transferable and to provide for matters connected therewith or incidental thereto.

Be it enacted by the Rajasthan State Legislature in the Sixty-sixth Year of the Republic of India, as follows:-

CHAPTER I

Preliminary

1. Short title, extent and commencement.- (1) This Act may be called the Rajasthan Apartment Ownership Act, 2015.
   (2) It extends to the whole of the State of Rajasthan.
   (3) It shall come into force at once.

2. Application.- The provisions of this Act shall apply to every apartment in any building constructed or converted into apartments by a promoter before or after the commencement of this Act on a free hold land or on a lease hold land, if the lease for such land is for a period of thirty years or more.

3. Definitions.- In this Act, unless the context otherwise requires,-

   (a) "allottee", in relation to an apartment, means the person to whom such apartment has been allotted, sold or otherwise
transferred by the promoter;

(b) "apartment" means a part of any property intended for any type of independent use, including one or more rooms or enclosed spaces located on one or more floors or any part or parts thereof, in a building, intended to be used for residence or office or for the practice of any profession, or for carrying on of any occupation, trade or business or for such other type of independent use, as may be prescribed, and with a direct exit to a public street, road or highway, or to a common area leading to such street, road or highway, and includes any garage or room (whether or not adjacent to the building in which such apartment is located) provided by the promoter for use by the owner of such apartment for parking any vehicle or, as the case may be, for the residence of any domestic aide employed in such apartment;

(c) "apartment number" means the number, letter, or combination thereof, designating an apartment;

(d) "apartment owner" means the person or persons (including a person being a member of a group housing cooperative society) owning an apartment and an undivided interest in the common areas and facilities appurtenant to such apartment in the percentage specified in the Deed of Apartment and shall include a promoter in respect of the apartments which have not been allotted, sold or otherwise transferred;

(e) "Appellate Authority" means the Appellate Authority appointed under section 27;

(f) "Association" means an Association of apartment owners formed, or deemed to have been formed, under section 14, consisting of the apartment owners in the building acting as a group in accordance with the bye-laws;

(g) "building" means a building constructed, whether before or after commencement of this Act, on any land, containing four or more apartments, or two or more buildings in any area designated as a block, pocket or otherwise, each containing two or more apartments, with a total of four or more apartments in all such buildings;

(h) "bye-laws" means the bye-laws made by the Association under this Act;

(i) "common areas and facilities" means-

(i) the land on which the building is located and all easements, rights and appurtenances belonging to the land and the building;
(ii) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire-escapes and entrances and exits of the building;

(iii) the basements, cellars, yards, gardens, parking areas and storage spaces;

(iv) the premises for the lodging of janitors or persons employed for the management of the property;

(v) installations of central services, such as power, light, gas, hot and cold water, heating, refrigeration, air-conditioning, incinerating and sewerage;

(vi) the elevators, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use;

(vii) such other community and commercial facilities as may be prescribed;

(viii) all other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use;

(j) "common expenses" means,-

(i) all sums lawfully assessed against the apartment owners by the Association for meeting the expenses of administration, maintenance, repair or replacement of the common areas and facilities;

(ii) expenses declared as common expenses by the provisions of this Act or bye-laws, or agreed upon by the Association;

(k) "common profits" means the balance of all income, rents, profits and revenues from the common areas and facilities remaining after the deduction of the common expenses;

(l) "Competent Authority" means the officer or authority who or which may be authorized by the State Government under sub-section (1) of section 25;

(m) "Declaration" declaration means the instrument to be submitted by the promoter or the developer to the Competent Authority as prescribed under this Act;

(n) "Deed of Apartment" means the Deed of Apartment referred to in section 12;
(o) “free hold”, in relation to a land allotted, sold or otherwise transferred, means tenure in perpetuity with right of inheritance and alienation;

(p) "independent areas" 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;

(q) "joint family" means a Hindu undivided family, and in the case of other persons, a group or unit, the members of which are by custom, joint in possession or residence;

(r) "limited common areas and facilities" means those common areas and facilities which are designated in writing by the promoter before the allotment, sale or otherwise transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments;

(s) "person" includes a company, a firm and a joint family, and also any association of persons, whether incorporated or not;

(t) "prescribed" means prescribed by rules made under this Act;

(u) "promoter" means a person, who constructs, or causes to be constructed, the building or converts, or causes to be converted, a building into apartments and where the person who constructs or converts is different from the person who owns the property, the term includes both of them;

(v) "property" means the land, building, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith; and

(w) "Registrar" means the Registrar as defined in sub-clause (i) of sub-section (1) of section 1-A of the Rajasthan Societies Registration Act, 1958 (Act No. 28 of 1958).

CHAPTER II

Ownership, Heritability and Transferability of Apartments

4. Ownership of apartments. - (1) Every person to whom any apartment is allotted, sold or otherwise transferred by the promoter, on or after the commencement of this Act, shall, save as otherwise provided in section 6, and subject to the other provisions of this Act, be entitled to the exclusive ownership and possession of the apartment so allotted, sold or otherwise transferred to him.

(2) Every person to whom any apartment was allotted, sold or otherwise transferred by the promoter before the
commencement of this Act shall, save as otherwise provided under section 6, and subject to the other provisions of this Act, be entitled, on and from such commencement, to the exclusive ownership and possession of the apartment so allotted, sold or otherwise transferred to him.

(3) Every person who becomes entitled to the exclusive ownership and possession of an apartment under sub-section (1) or sub-section (2) shall be entitled to such percentage of undivided interest in the common areas and facilities as may be specified in the Deed of Apartment and such percentage shall be computed by taking, as a basis, the built up area of the apartment in relation to the built up areas of all the apartments in the building:

Provided that in relation to any common area or facility limited for use by certain owners to the exclusion of other owners, the percentage of undivided interest in such common area or facility shall be computed by taking, as a basis, the built up areas of all such apartments:

Provided further that in a case where apartments in a building have been allotted, sold or otherwise transferred for non-residential use, the percentage of non-residential use in relation to such building shall be such as may be prescribed.

**Explanation.** For the purpose of this sub-section, the actual built up area shall be taken into account for the calculation of the percentage and any different area which may be stated in the agreement between the promoter and the allottee shall be ignored.

(4) (a) The percentage of the undivided interest of each apartment owner in the common areas and facilities shall have a permanent character and shall not be altered without the written consent of all the apartment owners.

(b) The percentage of the undivided interest in the common areas and facilities shall not be separated from the apartment to which it appertains and shall be deemed to be conveyed or encumbered with the apartment, even though such interest is not expressly mentioned in the conveyance or other instrument.

(5) The common areas and facilities shall remain undivided and no apartment owner or any other person shall bring any action for partition or division of any part thereof, and any covenant to the contrary shall be void.

(6) Each apartment owner may use the common areas and facilities in accordance with the purposes for which they are
intended without hindering or encroaching upon the lawful rights of the other apartment owners.

(7) The necessary work relating to maintenance, repairs and replacement of the common areas and facilities and the making of any additions or improvements thereto, shall be carried out only in accordance with the provisions of this Act and the bye-laws.

(8) The Association shall have the irrevocable right, to be exercised by its governing body, to have access to each apartment from time to time during reasonable hours for the maintenance, repairs or replacement of any of the common areas or facilities therein, or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common areas and facilities or to any other apartment or apartments.

5. Apartment to be heritable and transferable.- Subject to the provisions of section 6, each apartment, together with the undivided interest in the common areas and facilities appurtenant to such apartment, shall, for all purposes, constitute as a heritable and transferable immovable property within the meaning of any law for the time being in force, and accordingly, an apartment owner may transfer his apartment and the percentage of undivided interest in the common areas and facilities appurtenant to such apartment by way of sale, mortgage, lease, gift, exchange or in any other manner whatsoever in the same manner, to the same extent and subject to the same rights, privileges, obligations, liabilities, investigations, legal proceedings, remedy and to penalty, forfeiture or punishment as any other immovable property or make a bequest of the same under the law applicable to the transfer and succession of immovable property:

Provided that where the building is on leasehold land, the transfer shall be subject to the terms and conditions of the lease:

Provided further that no apartment shall be transferred without obtaining no-dues certificate from the Association.

6. Ownership of apartment subject to conditions.- (1) Where any allotment, sale or otherwise transfer of any apartment has been made, whether before or after the commencement of this Act, in pursuance of any promise of payment, or part payment, of the consideration thereof, the allottees or transferees, as the case may be, shall not become entitled to the ownership and possession of that apartment or to a percentage of undivided interest in the common areas and facilities appurtenant to such apartment until full payment has been made of the consideration thereof along with
any amount due in respect of common expenses and payment of State Government and municipal taxes incurred by the promoter before the formation of the Association together with interest, if any due thereon, and where any such allottee or transferee has been inducted into the possession of such apartment or any part thereof in pursuance of such allotment, sale or transfer, he shall, until the full payment of the consideration, and the dues, taxes and interest as aforesaid, has been made, continue to remain in possession thereof on the same terms and conditions on which he was so inducted into possession of such apartment or part thereof.

(2) In a case where, after full payment under sub-section (1) has been made, any expenses have been incurred by the promoter for providing any common facility in terms of any subsequent requirement of the State Government or a local authority, such proportion of the expenses incurred by the promoter shall be payable by the apartment owner, allottee or transferee to the promoter as the built-up area of his apartment bears to the built-up area of all the apartments in the building.

7. Compliance with the covenants and bye-laws. - Each apartment owner shall comply strictly with the bye-laws and with the covenants, conditions and restrictions set forth in the Deed of Apartment, and failure to comply with any of them shall be a ground for action to recover sums due for damages, or for injunctive relief, or both, by the Association, or, in a proper case, by an aggrieved apartment owner.

8. Execution of sub-lease or/and terms and conditions of sub-lease. - (1) Where any land is given on lease or ground rent by a person includes firm, company, any local body, Trust, Corporation, Development Authority etc. (hereafter in this section referred to as the lessor) to another person (hereafter in this section referred to as the lessee) to another person (hereafter in this section referred to as the lessee, which term shall include a person in whose favour a sub-lease of such land has been granted), and any building that has been constructed on such leasehold land by the lessee or by any other person authorised by him or claiming through him, such lessee shall grant in respect of the land as many sub-leases as there are apartments in such building and shall execute separate deeds of sub-lease in respect of such land in favour of each apartment owner before handing over the possession of apartment in such building to him. The lessor shall be duty bound to supply the plans and other legal documents to the lessee,
(a) in the case of a building constructed before the commencement of this Act, within three months from such commencement; or
(b) in the case of a building constructed after the commencement of this Act, within three months from the date on which the possession of any apartment is such building is delivered to him:

Provided that the sub-lessee shall have the same rights and liabilities as the lease to the extent of the area given under sub-lease. That is the lessee has transferred all his right to the sub-lessee including the right of transfer for the remaining period of sub-lease and so forth:

Provided further that no sub-lease in respect of any land shall be granted except on the same terms and conditions on which the lease in respect of the land has been granted by the lessor and no additional terms and conditions shall be imposed by the lessee except with the previous approval of the lessor.

(2) Where the lessee has any reason to suspect that there has been any breach of the terms and conditions of the sub-lease referred to in sub-section (1), he may himself inspect the land on which the building containing the concerned apartment has been constructed, or may authorize one or more persons to inspect such land and make a report as to whether there had been any breach of the terms and conditions of any sub-lease in respect of such land and, if so, the nature and extent of such breach, and for this purpose, it shall be lawful for the lessee or any person authorised by him to enter in to, and to be in, the lane in relation to which such breach has been or is suspected to have been committed.

(3) Where the lessee or any person authorized by him makes an inspection of the land referred to in sub-section (1), he shall record in writing his findings on such inspection [a true copy of which shall be furnished to the apartment owner by whom such breach of the terms and conditions of sub-lease in respect of the land appurtenant to the apartment owned by him has been committed (hereinafter referred to as the defaulting apartment owner)] and where such findings indicate that there had been any breach of the terms and conditions of the sub-lease in respect of such land, the lessee may, by a notice in writing, require the defaulting apartment owner to refrain from committing any breach of the terms and conditions of the sub-lease in respect of such land,
or to pay in lieu thereof such composition fees as may be specified in the notice in accordance with such scales of composition fees as may be prescribed.

(4) The defaulting apartment owner who is aggrieved by any notice served on him by the lessee under sub-section (3) may within thirty days from the date of service of such notice, prefer an appeal to the Competent Authority either challenging the finding of the lessee or any person authorized by him or disputing the amount of composition fees as specified in the notice, and the Competent Authority may, after giving the parties a reasonable opportunity of being heard, confirm, alter or reverse those finding or may confirm, reduce or increase the amount of composition fees or set aside the notice.

(5) Where, on the breach of any terms and conditions of any sub-lease in respect of any land, any composition fees become payable, the defaulting apartment owners shall be deemed to have been guilty of such breach and in default of payment thereof it shall be lawful for the lessee to recover the amount of the composition fees from the defaulting apartment owner as an arrear of land revenue.

(6) Where any composition fees are paid whether in pursuance of the notice served under sub-section (3) or in accordance with the decision of the Competent Authority or Appellate Authority on appeal, no further action shall be taken by the lessee for the breach of the terms and conditions of the sub-lease in respect of the land in relation to which payment of such composition fees has been made.

(7) Where any lessee omits or fails to take any action either in accordance with the provisions of sub-section (2) or sub-section (3) the lessor may, in the first instance, require the lessee by a notice in writing to take action against the defaulting apartment owner under sub-section (2) or, as the case may be, under sub-section (3) within a period of ninety days from the date of service of such notice, and in the event of the omission or failure of the lessee to do so within such period, the lessor may himself take action as contained in sub-section (2) or sub-section (3) and the provisions of sub-section (4) to sub-section (6) shall, as far as may be, apply to any action taken by him as if such action has been taken by the lessee.

(8) For the removal of doubts, it is hereby declared that no work in any apartment by the owner thereof shall be deemed to be
a breach of the terms of the sub-lease in respect of the land on which the building containing such apartment has been constructed unless the work is prohibited by section 9.

9. Certain works prohibited.- No apartment owner shall do any work which would be prejudicial to the soundness or safety of the property or reduce the value thereof or impair any easement or hereditament nor shall any apartment owner add any material structure or excavate any additional basement or cellar without first obtaining the consent of all the other apartment owners. Association of apartment owners formed as per the provisions of the Act.

Explanation.- In this section, reference to apartment owners shall be construed, in relation to a multi-storeyed building in any block, pocket or other designated area, the apartment owners of the concerned multi-storeyed building in such block, pocket or other designated area.

10. Encumbrances against apartments.- (1) The owner of each apartment may create any encumbrance, only against the apartment owned by him and the percentage of the undivided interest in the common areas and facilities appurtenant to such apartment in the same manner and to the same extent as may be created in relation to any other separate parcel of property subject to individual ownership:

Provided that where any such encumbrance is created, the apartment in relation to which such encumbrance has been created shall not be partitioned or sub-divided.

(2) No labour performed or material furnished with the consent, or at the request, of an apartment owner or his agent or his contractor or sub-contractor, shall be the basis for a charge or any encumbrance under the provisions of the Transfer of Property Act, 1882 (Central Act No. 4 of 1882), against the apartment or property of any other apartment owner not expressly consenting to, or requesting, the same, except that such express consent shall be deemed to be given by the other apartment owner in case of emergency repairs thereto.

(3) The labour performed and material furnished for the common areas and facilities, if duly authorized by the Association in accordance with the provisions of this Act, or the bye-laws, shall be deemed to be performed or furnished with the express consent of each apartment owner and shall be the basis for a charge or
encumbrance under the Act aforesaid against each of the apartments and shall be subject to the provisions of sub-section (4).

(4) In the event of a charge or any encumbrance against two or more apartments becoming effective, the apartment owners of the separate apartments may remove their apartments and the percentage of undivided interest in the common areas and facilities appurtenant to such apartments from the charge or encumbrance on payment of the fractional or proportional amounts attributable to each of the apartments affected and on such payment, the apartment and the percentage of undivided interest in the common areas and facilities appurtenant thereto shall be free of the charge or encumbrance so removed:

Provided that such partial payment shall not prevent the person having a charge or any of the encumbrances from proceeding to enforce the rights, in relation to the amount not so paid, against any other apartment and the percentage of undivided interest in the common areas and facilities appurtenant to such apartment.

(5) On any such payment, discharge or other satisfaction, referred to in sub-section (4), the apartment and the percentage of undivided interest in the common areas and facilities appurtenant thereto shall be free and clear of the charge or encumbrances, so paid, satisfied or discharged.

CHAPTER III
Obligation of Promoter and Submission of Declaration

11. Obligation of promoters.- (1) Every promoter shall submit a declaration to the Competent Authority in respect of every building constructed after the commencement of this Act in such form, within such period and in such manner as may be prescribed specifying the following particulars, namely:-

(a) description of the land on which the building and improvements are, or are to be located, and whether the land is free hold or lease hold;
(b) description of building stating the number of stories and basements, the number of apartments and principal materials of which it is or is to be constructed;
(c) the number of each apartment and a statement of its location, approximate area, number of rooms and the immediate common area to which it has access
and any other data necessary for its proper identification;
(d) description of the common areas and facilities;
(e) description of the common areas and facilities, if any, stating to which apartments, their use is reserved;
(f) value of the property and of each apartment, and the percentage of undivided interest in the common areas and the facilities appertaining to each apartment and its owner for all purposes, including voting;
(g) particulars of encumbrances, if any, on the property of apartment and its undivided interest at the date of the declaration;
(h) such other particulars as may be prescribed:
Provided that the promoter may, at any time, before the booking of apartments in the building submit an amended declaration to the Competent Authority.
(2) At the time of booking every promoter shall-
(i) attach with the agreement a self certified photocopy of the title deed of the land on which apartment is proposed to be constructed, approved building plans, details of common areas and limited common areas;
(ii) specify in the agreement details of built up area of the apartment on the basis of which price of the apartment shall be calculated and shall also enclose the floor plan of the concerned apartment;
(iii) specify in the agreement the date by which construction of the apartment is to be completed and the date by which possession will be handed over to the purchaser subject to force majeure clause and intimation sent to such purchaser;
(iv) specify in the agreement the penalty for delay in completion or handing over the possession of the apartment;
(v) specify in the agreement the payment schedule and penalty in the event of non-payment or late payment of instalment by the purchaser;
(vi) specify in the agreement the condition of cancellation or withdrawal of allotment and the extent of refund;
(vii) specify in the agreement the compensation either way in the event of violation of any of the conditions of allotment.

(3) Where the building is constructed on the lease hold land, the promoter shall, before executing a Deed of Apartment under section 12, get the land converted from lease hold basis to free hold basis, if the laws applicable to such land permits so.

(4) The promoter shall on formation of the Association under section 14 hand over the following documents to the Association, namely:-

(a) a certified copy of the approved plan of the building;
(b) details of the construction;
(c) complete diagram of wiring;
(d) complete plumbing layout;
(e) details of common areas and facilities including copies of warranties, maintenance agreements, etc. in respect thereof;
(f) such other information relating to building available with the promoter as may be required by the Association in the interest of the apartment owners.

CHAPTER IV
Deed of Apartment and its Registration

12. Contents of Deed of Apartment.- (1) Whenever any allotment, sale or other transfer of any apartment is made by the promoter to the allottee or transferee, the promoter shall,-

(a) in the case of an allotment, sale or other transfer made after the commencement of this Act, within six months from the date of such allotment, sale or other transfer; or

(b) in the case of any allotment, sale or other transfer made before the commencement of this Act, wherein conveyance deed of apartment has not been executed or if executed, is not in consonance with the provisions of this Act, within one year from the date of such commencement, execute a Deed of Apartment containing the following particulars, namely:-

(i) the name of the allottee or transferee;
(ii) description of the land on which the building and other common areas and facilities are
located and whether the land is free-hold or lease-hold, and if lease-hold, the period of such lease;

(iii) a copy of the floor plans of the building, showing the layout, location and number of apartments, as approved by the local authority within the jurisdiction of which the building is located;

(iv) description of the building, stating the number of stories and basements, the number of apartments in that building and the principal materials of which it is constructed;

(v) the apartment number, or statement of the location of the apartment, its area, number and dimension of rooms, and immediate common area to which it has access, and any other data necessary for its proper identification;

(vi) description of the common areas and facilities and the percentage of undivided interest appertaining to the apartment in the common areas and facilities;

(vii) description of the limited common areas and facilities, if any, stating to which apartments their use is reserved;

(viii) value of the property and of each apartment, and a statement of encumbrances, if any, on the apartment and the undivided interest on the date of execution of the Deed of Apartment;

(ix) statement of the purposes for which the building and each of the apartments are intended and restricted as to use;

(x) the name of the person to receive service of process, together with the particulars of the residence or place of business of such person:

Provided that the Competent Authority may, if it is satisfied that the promoter was prevented by sufficient cause from executing the Deed of Apartment in relation to any apartment within the period of six months, or one year, as the case may be, permit the promoter to execute such Deed of Apartment within such further period, not exceeding six months, as it may specify:
Provided further that on removal of the encumbrances referred to in clause (viii) on payment of amount therefore an endorsement to that effect shall be made on the Deed of Apartment by the person in whose favour encumbrances were created and the apartment owner shall get the endorsement registered in accordance with the provisions of section 13.

(2) The promoter shall-
(a) file in the office of the Competent Authority; and
(b) deliver to the concerned allottee or transferee, as the case may be, a certified copy of each Deed of Apartment as registered under section 13.

(3) Whenever any transfer of any apartment is made by the owner thereof, whether by sale, lease, mortgage, exchange, gift or otherwise, the transferor shall deliver to the transferee the certified copy of the Deed of Apartment delivered to him under sub-section (2) after making an endorsement thereon as to the name, address and other particulars of the transferee, to enable the transferee to get the endorsement on the certified copy of the Deed of Apartment registered in accordance with the provisions of section 13.

(4) If-
(a) the promoter fails to execute a Deed of Apartment under sub-section (1) within the period provided in that sub-section or does not comply with the provisions of sub-section (2) within a period of three months of registration of the Deed of Apartment under section 13,
(b) the apartment owner does not comply with the provisions of sub-section (3) within a period of three months of transfer of an apartment by such owner,

the Competent Authority may impose a penalty to the extent of rupees five thousand or one per cent of the price of apartment, whichever is higher, and shall impose an additional penalty of rupees one hundred for each day commencing with the first day of default and the penalties so imposed shall be recoverable as arrears of land revenue.

(5) Notwithstanding imposition of any penalty under sub-section (4), an apartment owner, allottee or transferee, as the case may be, may make an application to the Competent Authority in the prescribed form and manner giving the details of the apartment
in relation to which execution of Deed of Apartment under sub-section (1) or delivery of Deed of Apartment after endorsement under sub-section (3) has not been done and the Competent Authority shall, after giving a reasonable opportunity of being heard to the lessee, promoter or the transferor, as the case may be, pass such orders as he deems proper including an order for registration and delivery of document evidencing the execution of Deed or after endorsement in the prescribed form and manner shall send a true copy of the Deed of Apartment after endorsement to the concerned Registering Officer for registration thereof in accordance with the provisions of section 13.

(6) Whenever any succession takes place to any apartment or part thereof, the successor shall, within a period of six months from the date of such succession, make an application to the Competent Authority for recording such succession on the certified copy of the Deed of Apartment in relation to the concerned apartment, and, if there is any dispute as to the succession to the apartment, the Competent Authority shall decide the same, and for this purpose, such authority shall have the power of a civil court, while trying a suit, and its decisions shall have effect of a decree and shall, notwithstanding anything contained in section 27 or elsewhere in this Act, be appealable as if it were a decree passed by the principal civil court of original jurisdiction.

(7) Whenever any succession to an apartment has been recorded by the Competent Authority under sub-section (6), such authority shall send a true copy of such record, to the concerned Registering Officer for registration thereof in accordance with the provision of section 13.

(8) For the removal of doubts, it is hereby declared that the provisions of this section shall be in addition to, and not in derogation of, the provisions of any other law, for the time being in force, relating to the transfer of immovable property.

13. Registration of Deed of Apartment.- (1) Every Deed of Apartment and every endorsement thereon relating to the transfer of the apartment shall be deemed to be a document which is compulsorily registrable under the Registration Act, 1908 (Central Act No. 16 of 1908) and shall be registered with the Registering Officer accordingly, and the words and expressions used in this section but not defined in this Act, shall have the meanings respectively assigned to them in the Registration Act, 1908 (Central Act No. 16 of 1908).
(2) In all registration offices, a book called “Register of Deeds of Apartments under the Rajasthan Apartment Ownership Act, 2015 (Act No. ...... of 2015)” and an index relating thereto shall be kept in such form and shall contain such particulars as may be prescribed.

(3) Whenever any endorsement on a Deed of Apartment is registered the Registering Officer shall forward a certified copy thereof to the Competent Authority to enable it to make necessary entries in the certified copy of the Deed of Apartment filed with it under sub-section (2) of section 12.

(4) Any person acquiring any apartment shall be deemed to have notice of the contents of the Deed of Apartment and the endorsement, if any, thereon as from the date of its registration under this section.

CHAPTER V

Association of Apartment Owners and Bye-Laws for Regulation of Affairs of such Association

14. Association of Apartment Owners and bye-laws relating thereto.- (1) There shall be an Association of apartment owners 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:

Provided that where any area has been demarcated for the construction of several buildings, whether such area is called a block or pocket or by any other name, there shall be a single Association in such demarcated area.

(2) Every promoter shall,-

(a) in case where ten or more than two-third, whichever is higher, of apartments in a building had been allotted, sold or otherwise transferred before the commencement of this Act, within six months of such commencement; and

(b) in any other case, within six months from the date on which ten or more than two-third, whichever is higher, of the apartments in the building are allotted, sold or otherwise transferred, make an application in the prescribed form and manner to the Registrar for registration of the Association with the persons, who have been allotted, sold or otherwise transferred apartments, as members.
In case, the promoter fails to make an application to the Registrar for registration of Association, the persons who have been allotted, sold or otherwise transferred apartments shall apply for registration of the Association:

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

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

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

(4) On receipt of an application under sub-section (2), the Registrar, after satisfying himself that the proposed Association meets the requirements of the provisions of this Act, shall, notwithstanding anything to the contrary contained in the Rajasthan Societies Registration Act, 1958 (Act No. 28 of 1958), register the Association as a society under the Rajasthan Societies Registration Act, 1958 (Act No. 28 of 1958) and the provisions of the said Act shall apply to such Association mutatis mutandis, as far as they are not inconsistent with the provisions of this Act.

(5) The Association shall, at its first meeting, make its bye-laws in accordance with the provisions of the model bye-laws prescribed under this Act and no departure from, variation of, addition to, or omission from, the model bye-laws shall be made except with the prior approval of the Competent Authority and no such approval shall be given if, in the opinion of the Competent Authority, such departure, variation, addition or omission will have the effect of altering the basic structure of the model bye-laws.
(6) The bye-laws framed under sub-section (5) may provide for the following, among other matters, namely:

(a) composition of the governing body;
(b) election, from among apartment owners, of the members of the governing body by the members of the Association, with provision that one-third of the members of the governing body shall retire annually;
(c) powers and duties of the governing body;
(d) honorarium, if any, of the members of the governing body;
(e) method of removal from office of the members of the governing body;
(f) method of calling meetings of the Association and of the governing body and the number of members of the Association or the governing body who shall constitute a quorum for such meetings;
(g) election of a President of the Association from among the members of the Association, who shall preside over the meetings of the Association and of the governing body;
(h) election of a Secretary of the Association from among members of Association, who shall keep two separate minutes books, one for the Association and the other for the governing body, pages of each of which shall be consecutively numbered and authenticated by the President of the Association, and shall record in the respective minutes books the resolutions adopted by the Association or the governing body, as the case may be;
(i) election of a treasurer from among the members of the Association, who shall keep the financial records and account books of the Association;
(j) maintenance, repair and replacement of the common areas and facilities and payment therefor;
(k) manner of collecting from the apartment owners or any other occupants of apartments, their share of common expenses;
(l) engagement and removal of persons employed for administration, management, maintenance, repair
and replacement of the property and the common areas and facilities;

(m) restrictions with regard to the use and maintenance of the apartments and the use of the common areas and facilities, as may be necessary to prevent unreasonable interference in the use of each apartment and of the common areas and facilities by the several apartment owners;

(n) any matter which may be required by the State Government to be provided for in the model bye-laws for the proper or better administration of the property; and

(o) any other matter as may be required to be, or may be provided for in the model bye-laws.

(7) The bye-laws framed under sub-section (5) may also contain provisions, not inconsistent with the provisions of this Act,-

(a) enabling the governing body subject to the building regulations to retain certain areas of the building for commercial purposes and to grant lease of the areas so retained, and to apply proceeds of such lease for reduction of the common expenses for maintaining the building and the common areas and facilities, and if any surplus is left after meeting such expenses to distribute such surplus among the apartment owners as income;

(b) relating to the audit of the accounts of the Association and the administration of the property;

(c) specifying the time at which and the manner in which annual general meetings and special meetings of the Association shall be held and conducted;

(d) specifying the time at which and the manner in which the annual report relating to the activities of the Association shall be submitted;

(e) specifying the manner in which the income derived and expenditure incurred by the Association shall be dealt with, or, as the case may be, accounted for.
15. Insurance.- (1) The Association-
(a) shall have, if requested so to do by a mortgagee having a first mortgage covering an apartment, the authority to, and
(b) shall, if required so to do by the bye-laws or by a majority of the apartment owners, obtain insurance for the property against loss or damage by fire or other hazards under such terms and for such amounts as shall be so requested or required.

(2) Such insurance coverage shall be written on the property in the name of the Association as trustee for each of the apartment owners in the percentages specified in the bye-laws.

(3) The premia payable in respect of every such insurance shall be included in common expenses.

(4) The provisions of sub-sections (1) to (3) shall be without prejudice to the right of each of the apartment owner to insure his own apartment for his benefit.

16. Disposition of property, destruction or damage.- If, within sixty days of the date of damage to or destruction of all, or part of any property, or within such further time as the Competent Authority may, having regard to the circumstances of the case, allow, the Association does not proceed to repair, reconstruct or re-build such property, then, and in that event,-
(a) the property shall be deemed to be owned in common by the apartment owners;
(b) the undivided interest in the property owned in common, which shall appertain to each apartment owner, shall be the percentage of the undivided interest previously owned by such owner in the common areas and facilities;
(c) any encumbrances affecting any of the apartments shall be deemed to be transferred in accordance with the existing priority to the percentage of the undivided interest of the apartment owner in the property;
(d) the property shall be subject to an action for partition at the suit of any apartment owner, in which event, the net proceeds of sale together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided amongst all the apartment owners in the
percentage equal to the percentage of undivided interest owned by each apartment owner in the property after paying out, all the respective shares of the apartment owners to the extent sufficient for the purpose and all charges on the undivided interest in the property owned by each apartment owner.

17. **Action.**— (1) Without prejudice to the rights of any apartment owner, action may be brought by the Association, in either case in the discretion of the Association, on behalf of two or more of the apartment owners as their respective interest may appear, with respect to any cause of action relating to the common areas and facilities or more than one apartment.

(2) The service of process on two or more apartment owners in any action relating to the common areas and facilities or more than one apartment may be made on the person, designated in the bye-laws to receive service of process.

**CHAPTER VI**

*Common Profits, Common Expenses and Other Matters*

18. **Apartment owner not to be exempted from liability for contribution by waiver of the use of the common areas and facilities.**— No apartment owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use of enjoyment of any of the common areas and facilities, or by the abandonment of his apartment.

19. **Common profits, common expenses and other matters.**— (1) The common profits of the property shall be distributed among, and the common expenses shall be charged to, the apartment owners according to the percentage of the undivided interest of the apartment owners in the common areas and facilities.

(2) Where the apartment owner is not himself in the occupation of the apartment owned by him, the common expenses payable by such apartment owner shall be recoverable from the person in the occupation of the apartment.

(3) Common expenses shall be due from the expiry of seventh day from the date of service of demand notice on the apartment owner or, as the case may be, the occupant of the apartment, by the Association and an interest at such rate, not exceeding fifteen per cent per annum, as may be determined by the Association, shall be payable on the arrears of common expenses.
20. **Promoter to render account to the Association.**- Every promoter shall render an account to the Association for the amount collected by him, from the apartment owners before the formation of the Association, towards common expenses, sinking fund for replacement of fixed assets and payment of State Government and municipal taxes and shall transfer the balance, if any, with him to the Association within three months of the formation of the Association and in case of an Association deemed to be registered under this Act, within three months from the commencement of this Act.

21. **Common expenses to be a charge on the apartment.**- 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-

(a) the charge, if any, on the apartment for payment of Government and municipal taxes;

(b) all sums unpaid on a first mortgage of the apartment; and

(c) arrears of ground rent and other charges relatable thereto payable to lessor.

22. **Separate assessments.**- Notwithstanding anything to the contrary contained in any law relating to local authorities, each apartment and its percentage of undivided interest in the common areas and facilities appurtenant to such apartment shall be deemed to be separate property for the purpose of assessment of tax on lands and buildings leviable under such law and shall be assessed and taxed accordingly; and for this purpose a local authority shall make suitable regulations to carry out the provisions of this section.

23. **Association to cut off, withhold, curtail or reduce essential supply or service.**- (1) If an apartment owner,-

(a) either wilfully violates or evidently threatens to violate the provision of sub-section (6) of section 4, or

(b) fails to pay the common expenses, which are payable by him under this Act for a period of more than six months,

the general body of the Association may, after giving notice of not less than seven days to such apartment owner, may pass a
resolution to cut off, withhold or in any manner curtail or reduce, any essential supply or service enjoyed by such apartment owner:

Provided that Association shall not take any action in furtherance of the resolution referred to above unless a certified copy is sent each to the Competent Authority and the concerned Apartment owner by registered or speed post and one month expires from the date of its being sent and its copy is displayed at some conspicuous place of the building.

**Explanation.**- It is clarified that the power to take action under this sub-section shall not prejudice the other rights and remedies of the Association available under this Act or under any other law for the time being in force.

(2) If an apartment owner is aggrieved by an action under sub-section (1), he may prefer an appeal to the Competent Authority within a period of fifteen days from the date of the receipt of the copy of the resolution, and the Competent Authority shall after affording sufficient opportunity to the parties pass such orders most expeditiously as he deems fit.

**24. Joint and several liability of vendor etc. for unpaid common expenses.**-(1) Upon the sale, bequest or other transfer of an apartment, the purchaser of the apartment or the grantee or legatee or the transferee, as the case may be, shall be jointly and severally liable with the vendor or the transferor for all unpaid assessments against the vendor or transferor for his share of the common expenses up to the time of the sale, bequest or other transfer, without prejudice to the right of the purchaser, grantee, legatee or transferee to recover from the vendor or the transferor any amount paid by the purchaser, grantee, legatee or transferee therefor.

(2) Any purchaser, grantee, legatee or transferee referred to in sub-section (1) shall be entitled to a statement from the Association setting forth the amount of the unpaid assessment against the vendor or transferor, as the case may be, and such purchaser, grantee, legatee or transferee shall not be liable for, nor shall the apartment be sold subject to a charge for any unpaid share of common expenses against such apartment accrued prior to such sale, bequest or other transfer, in excess of the amount set forth in the statement.
CHAPTER VII
The Authorities under the Act

25. Competent Authority and its functions.- (1) The State Government shall, by notification in the Official Gazette, authorize any officer or authority to perform all or any of the functions of the Competent Authority under this Act and different officers or authorities may be authorized for different areas.

(2) The Competent Authority may, on an application made to it,-

(i) approve the percentage of undivided interest in the common areas and facilities to which each apartment owner is entitled under sub-section (3) of section 4;

(ii) decide under section 7, action for recovery of sums due for damages or grant injunctive relief, or both;

(iii) permit, under first proviso to sub-section (1) of section 12 further time to the promoter to execute Deed of Apartment;

(iv) receive, under sub-section (2) of section 12, the certified copies of the Deed of Apartment and all endorsements;

(v) impose penalty under sub-section (4) of section 12;

(vi) hear and dispose of an application under sub-section (5) of section 12;

(vii) record succession to any apartment on the certified copy of the Deed of the Apartment and to decide any dispute relating therewith under sub-section (6) and to send true copies of such Deed of Apartment to the concerned Registrar for registration under sub-section (7) of section 12;

(viii) allow, under section 16, further time beyond sixty days to any Association to repair, reconstruct or re-build a property which is damaged or destroyed;

(ix) ensure compliance by promoters, Associations and apartment owners of the provisions of this Act and the rules made thereunder by issue of suitable directions;
(x) issue directions to Associations and apartment owners consistent with the provisions of this Act and the rules made thereunder;
(xi) resolve any other dispute which may arise under the provisions of this Act;
(xii) perform any other functions which the State Government may, by notification in the Official Gazette, entrust to the Competent Authority from time to time.

(3) Every application under sub-section (2) shall be made in such form and manner and shall be accompanied by such fee as may be prescribed.

(4) Every application received by the Competent Authority shall, as far as possible, be disposed of by it within a period of one hundred eighty days from the date of its receipt and if any application is not disposed of within the aforesaid period, the Competent Authority shall record reasons therefor.

26. Powers of the Competent Authority.- The Competent Authority shall, for the purposes of discharging its functions under this Act, have the same powers as are vested in a civil court under the Code of Civil Procedure, 1908 (Central Act No. 5 of 1908) while trying a suit, in respect of the following matters, namely:-
(a) summoning and enforcing the attendance of any person and examining him on oath;
(b) requiring the discovery and production of documents;
(c) issuing commissions for the examination of witness;
(d) executing its decree or order;
(e) any other matter which may be prescribed,
and any proceeding before the Competent Authority shall be deemed to be a judicial proceeding within the meaning of sections 193 and 228, and for the purpose of section 196 of the Indian Penal Code, 1860 (Central Act No. 45 of 1860), and the Competent Authority shall be deemed to be a civil court for the purposes of section 195, but not for the purposes of Chapter XXVI, of the Code of Criminal Procedure, 1973 (Central Act No. 2 of 1974).

27. Appellate Authority and Appeals.- (1) The State Government may, by notification in the Official Gazette, appoint an officer or an authority as Appellate Authority, with the power to decide appeals against the orders of the Competent Authority under this Act:
Provided that the State Government may appoint more than one officer or authority under this sub-section and distribute the work among them in such manner as it deems fit.

(2) Notwithstanding anything contained in any law for time being in force but subject to the provisions of sub-section (6) of section 12, any person aggrieved by any order of the Competent Authority under this Act may, within a period of thirty days of communication of the order to him, prefer an appeal to the Appellate Authority in such form and manner as may be prescribed.

(3) Every appeal under sub-section (2) shall be made in such form and manner and shall be accompanied by such fee as may be prescribed.

(4) The Appellate Authority may, after giving an opportunity to be heard to the parties and to the Competent Authority, pass such order, as it deems fit, either confirming, modifying or setting aside the order of the Competent Authority, and the order of the Appellate Authority shall be final.

(5) An appeal under this section shall, as far as possible, be disposed of by the Appellate Authority within a period of one hundred eighty days from the date of its filing and if an appeal is not disposed of within the aforesaid period, the Appellate Authority shall record reasons therefor.

(6) The Appellate Authority shall have, for the purposes of discharging its functions under this Act, the same powers as are vested in a civil court under the Code of Civil Procedure, 1908 (Central Act No. 5 of 1908) while trying a suit, in respect of the following matters, namely:-

(a) receiving evidence;
(b) issuing commissions for examination of witnesses;
(c) requisitioning any public record; and
(d) any other matter, which may be prescribed,
and any proceeding before the Appellate Authority shall be deemed to be a judicial proceeding within the meaning of sections 193 and 228, and for the purpose of section 196 of the Indian Penal Code, 1860 (Central Act No. 45 of 1860), and the Appellate Authority shall be deemed to be a civil court of the purpose of section 195, but not for the purposes of Chapter XXVI, of the Code of Criminal Procedure, 1973 (Central Act No. 2 of 1974).
CHAPTER VIII

Miscellaneous

28. Act to be binding on promoters, apartment owners, tenants, etc.- (1) The provisions of this Act shall have effect notwithstanding anything inconsistent therewith contained in any other law for the time being in force or in any contract, undertaking or other instrument and all promoters, apartment owners, tenants of owners, employees of owners and tenants, or any other person who may, in any manner, use the property or any part thereof to which this Act applies, shall be subject to the provisions of this Act and the rules and the bye-laws made thereunder:

Provided that nothing contained in this sub-section shall affect the right, title or interest acquired by any allottee or other person in common areas and facilities from any promoter before the commencement of this Act.

(2) All agreements, divisions and determinations lawfully made by the Association in accordance with the provisions of this Act and the bye-laws shall be deemed to be binding on all apartment owners.

29. Penalty for breach of the provisions of this Act.- (1) If a promoter or an Association or an apartment owner contravenes any provision of this Act or the rules made thereunder, or commits the breach of any provision of bye-law of the Association or of the terms and conditions of the Deed of Apartment, or does anything detrimental to the health or safety of the public, the Competent Authority may issue, either suo motu or on an application from any person affected, a notice to such promoter or Association or an apartment owner to show cause why penalty should not be imposed and if no sufficient cause is shown, the Competent Authority may impose for each breach or contravention, a penalty of maximum one per cent of the price of the apartment or one thousand rupees, whichever is greater, and a further minimum penalty for each apartment of one hundred rupees for each day till the breach or contravention continues.

(2) The penalty under sub-section (1) may be recovered as an arrear of land revenue in case a promoter or an Association or an apartment owner on which such penalty is imposed fails to pay such penalty within a time, as determined by the Competent Authority, not exceeding fifteen days.
30. Protection of action taken in good faith.- No suit, prosecution or other legal proceeding shall lie against the Appellate Authority or the Competent Authority or any other person authorized by the Appellate Authority or Competent Authority for anything which is done or intended to be done in good faith in pursuance of this Act or any rule, bye-laws or order made thereunder.

31. Appellate Authority, Competent Authority and their staff to be public servants.- The Appellate Authority, the Competent Authority and officers and other employees working under the Appellate Authority and Competent Authority shall be deemed to be public servant within the meaning of section 21 of Indian Penal Code, 1860 (Central Act No. 45 of 1860).

32. Bar of jurisdiction of courts, etc.- No court or other authority shall have, or be entitled to exercise, any jurisdiction, power or authority in relation to the matters for which Competent Authority or the Appellate Authority has, or is entitled to exercise, jurisdiction, power or authority under this Act.

33. Removal of doubts.- For the removal of doubts, it is hereby declared that the provisions of the Transfer of Property Act, 1882 (Central Act No. 4 of 1882) shall, in so far as they are not inconsistent with the provisions of this Act, apply to the transfer of any apartment, together with its undivided interest in the common areas and facilities appurtenant thereto, made by the owner of such apartment, whether such transfer is made by sale, lease, mortgage, exchange, gift or otherwise, as they apply to the transfer of any immovable property.

34. Power to make rules.- (1) The State Government may, by notification in the Official Gazette, make rules to carry out the provisions of this Act.

(2) In particular, and without prejudice to the generality of the foregoing power, such rules may provide for all or any of the following matters, namely:-

(a) the type of independent uses, other than the uses specified in clause (b) of section 3, which may be made of an apartment;

(b) the other community and commercial facilities under sub-clause (vii) of clause (i) of section 3;
(c) the percentage of non-residential use in a building under the second proviso of sub-section (3) of section 4;

(d) scales of composition fee under sub-section (3) of section 8;

(e) the form, period and manner in which declaration shall be submitted under sub-section (1) of section 11;

(f) other particulars of declaration under clause (h) of sub-section (1) of section 11;

(g) the form in which the Register of Deeds of Apartments and the index relating thereto shall be kept and the particulars which such register shall contain as required by sub-section (2) of section 13;

(h) the form and manner of making application by the promoter for registration of the Association under sub-section (2) of section 14;

(i) the model bye-laws under sub-section (5) of section 14;

(j) the form and manner of application to be filed to the Competent Authority and the fee to be accompanied with such application under sub-section (3) of section 25;

(k) the matters under clause (e) of section 26, in respect of which the Competent Authority shall have powers of a civil court;

(l) the form and manner in which appeal to the Appellate Authority to be preferred under sub-section (2) of section 27;

(m) the form and manner of appeal to be filed to the Appellate Authority and the fee to be accompanied with such appeal under sub-section (3) of section 27;

(n) the matters under clause (d) of sub-section (6) of section 27, in respect of which the Appellate Authority shall have powers of a civil court;

(o) any other matter which is required to be, or may be, prescribed.

(3) All rules made under this Act shall be laid, as soon as may be after they are made, before the House of the State
Legislature, while it is in session, for a period of not less than fourteen days which may be comprised in one session or in two or more successive sessions, and if, before the expiry of the session in which they are so laid or the session immediately following, the House of the State Legislature makes any modification in any such rule or resolves that any such rule should not be made, the rules shall thereafter have effect only in such modified form or be of no effect, as the case may be, so however, that any such modification or annulment shall be without prejudice to the validity of anything previously done thereunder.

35. Power to remove difficulties.- (1) If any difficulty arises in giving effect to the provisions of this Act, the State Government may, as occasion may require, by order, do anything not inconsistent with the provisions of this Act, which appears to it to be necessary for the purpose of removing the difficulty:

Provided that no such order shall be made after the expiry of a period of two years from the date of commencement of this Act.

(2) The provisions made by order under sub-section (1) shall have effect as if enacted in this Act, and any such order may be made so as to have retrospective effect from any date not earlier than the date of the commencement of this Act:

Provided that no person shall be deemed to be guilty of an offence by reason of so much of any notification as makes any provision thereof retrospective to any date before the making thereof.

(3) Every order made under this section shall be laid, as soon as may be, before the House of the State Legislature and provisions of sub-section (3) of section 34 shall apply to such order mutatis mutandis.
STATEMENT OF OBJECTS AND REASONS

With a view to securing that the ownership and control of the material resources of the community are so distributed as to sub-serve the common good, it is expedient to provide for the ownership of an individual apartment in a building and of an undivided interest in the common areas and facilities appurtenant to such apartment, and to make such apartment and interest heritable and transferable and provide for matters connected therewith or incidental thereto.

The Bill seeks to achieve the aforesaid objectives.

Hence the Bill.

राजपाल सिंह शेखावत,
Minister Incharge.
FINANCIAL MEMORANDUM

Clauses 25 and 27 of the Bill involve expenditure from the Consolidated Fund of the State. However, presently the officers posted at Development Authorities, Housing Board, UITs and Local bodies will be authorized by the State Government as Competent Authority and Collectors and Additional Collectors and other officers will be appointed as Appellate Authorities. Hence there will be no additional expenditure to be borne by the State Government.

राजपाल सिंह शेखावत,
Minister Incharge.
MEMORANDUM REGARDING DELEGATED LEGISLATION

Following clauses of the Bill, if enacted, shall empower, the State Government to make rules with respect to matters stated against each such clause:-

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<tr>
<th>Clauses</th>
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<tr>
<td>3 (b)</td>
<td>prescribing the other type of independent use of apartment;</td>
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<td>3 (i) (vii)</td>
<td>prescribing the other community and commercial facilities;</td>
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<td>4 (3)</td>
<td>prescribing the percentage of non-residential use in relation to the building;</td>
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<tr>
<td>8 (3)</td>
<td>prescribing the scales of composition fees in accordance with which composition fees to be specified in the notice;</td>
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<tr>
<td>11 (1)</td>
<td>prescribing the form and manner in which and period within which a declaration shall be submitted to the Competent Authority;</td>
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<td>13 (2)</td>
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the Competent Authority shall have powers of a civil court;
34 (1) (2) generally to carry out the purposes of this Act and other matters to be or may be required.

The proposed delegation is of normal character and mainly relates to the matters of detail.

राजपाल सिंह शेखावत,
Minister Incharge.
2015 का विधेयक सं.13

राजस्थान अपार्टमेंट स्वामित्व विधेयक, 2015
(जैसाकि राजस्थान विधान सभा में पुर-स्थापित किया जायेगा)
किसी भवन में अलग-अलग अपार्टमेंट के और ऐसे अपार्टमेंट से अनुलग्न सामान्य क्षेत्रों और सुविधाओं में अविभक्त हित के स्वामित्व के लिए उपबंध करने और ऐसे अपार्टमेंट और हित को दायोग्य और अंतरणीय बनाने तथा उससे संबंधित या उसके आनुषंगिक विषयों के लिए उपबंध करने के लिए विधेयक।

(जैसा कि राजस्थान विधान सभा में पुर-स्थापित किया जायेगा)

पृथ्वी राज,
विशिष्ट सचिव।
(राजपाल सिंह शेखावत, प्रमुख मंत्री)
Bill No. 13 of 2015

THE RAJASTHAN APARTMENT OWNERSHIP BILL, 2015

(To be introduced in the Rajasthan Legislative Assembly)
Bill
to provide for the ownership of an individual apartment in a building and of an undivided interest in the common areas and facilities appurtenant to such apartment and to make such apartment and interest heritable and transferable and for matters connected therewith or incidental thereto.

(To be introduced in the Rajasthan Legislative Assembly)

PRITHVI RAJ,
Special Secretary.

(Rajpal Singh Shekhawat, Minister-Incharge)