

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

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For AJNARA INDIA LTD.


 Authorised Signatory

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

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|--|---|
| Short Title and commencement | <p>1. (1) These rules may be called The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Rules, 2011.</p> <p>(2) They shall come into force with effect from the date of their publication in the Gazette.</p> |
| Definitions | <p>2. (1) In these rules, unless the context otherwise requires,-</p> <p>(a) "Act" means the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010.</p> <p>(b) "Form" means a Form appended to these rules;</p> <p>(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.</p> <p>(d) "Section" means a section of the Act.</p> <p>(2) Words and expressions used in these rules but not defined shall have the meanings respectively assigned to them in the Act.</p> |
| Form Declaration
(sub section-1 of section 12) | <p>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</p> |

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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.

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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 person 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:** Ajnara India Ltd.
2 Registered Address: 502, 5th Floor, Sachdeva Tower, Plot No-17, Karkardooma Community Center, Delhi-92
3 Local/Postal Address: 502, 5th Floor, Sachdeva Tower, Plot No-17, Karkardooma Community Center, Delhi-92
4 Date of Incorporation (If applicable):
5 Name/Designation of Authorized Signatory: MR. Rajdeep Saxena


The Declaration hereby solemnly states the following:

FIRST: The Promoter owns/holds the land as lease 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. (1)	Description (2)	Particulars (3)
1	Name of the building/Group Housing Scheme	Ajnara Grace
2	Sanctioning Authority of the plan	Ghaziabad Development Authority
3	Date of Sanction	24/07/2008
4	Municipal Ward of the property	NA
5	Municipal Ward of the property	NA
6	Postal Address of the property	Khasra No-897, Village Noor nagar, Ghaziabad
7	Name of Architect/Structured Engineer	Ar. Vishal Mittal
8	Height of the building	35.90 m.
9	Scheme whether residential or commercial (other than multiplex or mall)	Residential
10	No. of floors	S+UG+10

For AJNARA INDIA LTD.


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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 units of individual block.
- (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 as a total floor area of 17587.48 square meters on all floors, of which 11293.54 square meters will constitute the apartments and remaining 1765.6 square meters will constitute the 'common areas and facilities' and 4528.34 square meters constitute 'limited common areas and facilities' in basement and still, which have been detailed in Annexure 'C' hereto as well as in addition Open Car Parking area 618.75 sq.mt. is not taken in above area.

FIFTH: That this condominium shall be known as "Ajnara Grace" (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 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 "Ajnara Grace" Condominium is based on the proportionate value of each apartment to the total value of all apartments.

SEVENTH: That the Administration of "Ajnara Grace" 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 promoters shall be responsible for full quality control of materials and workmanship at site. The specifications of construction detailed in 'Schedule-A' hereto.

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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 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 of facilities" as well as the "limited common areas and facilities" established herein shall not be charged except with the unanimous consent of all the apartment owners and approved 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 instruments;

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 association which 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.

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