

GOVERNMENT OF ODISHA
HOUSING AND URBAN DEVELOPMENT DEPARTMENT

NOTIFICATION

NO.HUD-TP Dev-15/2021 6453 /HUD, Bhubaneswar, Dated the 18-3-2021

In exercise of the powers conferred by section 24 of the Odisha Apartment Ownership Act, 1982, the State Government do hereby make the following rules to amend the Odisha Apartment Ownership Rules, 1992, namely:—

1. Short title and Commencement.- (1) These rules may be called the Odisha Apartment Ownership (Amendment) Rules, 2021.
(2) They shall come into force on the date of their publication in the Odisha Gazette.
2. In the Odisha Apartment Ownership Rules, 1992 (herein after referred to as the said Rules), in rule 3,—
 - (a) for sub-rule (1), the following sub-rule shall be substituted, namely:—“(1) The sole owner or all owners or the apartment owner(s), as the case may be, shall execute the instrument in Form-A within fifteen days from the date of execution of the deed of purchase, lease, gift, exchange or otherwise, as the case may be, under which such sole owner or all owners or apartment owners acquire interest in such apartment which shall be signed and verified by such owner or owners in the presence of Magistrate or any other officers competent to administer oath.”
 - (b) for sub-rules (2) and (3), the following sub-rules shall be substituted, namely:—
 - “(2) After execution of the instrument under sub-rule (1), the same shall be submitted, in duplicate, to the Competent Authority within fifteen-days from the date of such execution or within such further time not exceeding one month as may be allowed by the Competent Authority for the acceptance or rejection thereof.
 - (3) Where the instrument referred to in sub-rule(1) is accepted by the Competent Authority, he shall make endorsement of his acceptance on

the body of the said instrument certifying the fact of its acceptance under his signature and official seal with a date and return the same to the sole owner or all owners or apartment owner(s), as the case may be, for its registration."

3. In the said rules, after rule 6, the following rules shall be inserted, namely:-

"6A. Execution of the deed of apartment - (1) Each apartment owner shall execute a deed of apartment containing the particulars mentioned in section 5-A of the Act.

(2) Where the first deed of apartment is to be executed, the party of the first part shall be either the sole owner or all owners of the property who has or have executed and registered the Declaration in Form-B and the party of the second part shall be the apartment owner and in case of subsequent deed of apartment, the party of the first part shall be the apartment owner and the party of the second part shall be the transferee.

(3) In case of the first deed of apartment, the sole owner or all owners of the property, as the case may be, shall attach Occupancy Certificate as may be issued by the local authority and other Documents as may be required under the Act or the rules made thereunder.

(4) After execution of the deed of apartment by the sole owner or all owners or the apartment owner(s), as the case may be, the provisions relating to submission of deed of apartment and other matters laid down in sub-rules (2) to (6) of rule 3 shall mutatismutandis apply.

(5) The transferor shall deliver the certified copy of each declaration and the amendments thereto, if any, or the registered deed of transfer of apartment or the instrument, as the case may be, to the transferee and a copy of the registered deed of apartment shall also be submitted to the Competent Authority concerned within thirty days from the date of such registration.

6B. Bye-laws for the association of the apartment owner.- The Bye-laws for formation and functioning of the association of the apartment owners and the administration and maintenance of every property shall be such as has been mentioned in Form-"D".

6C. Register to be maintained by the Competent Authority.- Every Competent Authority, with whom the copies of all registered instruments, declarations, the amendments thereto, and the deed of transfer of apartments and the bye-laws as amended by the association of apartment owners are filed, shall maintain a register in Form-"E" and the index thereof shall be maintained in Form-"F".

6D. Formation of Association of Apartment Owners.- The sole owner or all owners shall submit an undertaking in Form-G for taking steps for formation of Association of Apartment Owners as per clause (j-a) of sub-section (1) of section 12 of the Act.

4. In the said rules, in Form-A,

(a) after Paragraph 3 and before the concluding paragraph, the following paragraph shall be inserted, namely:-

"4. I/ we further solemnly declare and undertake that I/ we shall become the member of the Association of Apartment Owners from the date of registration of the deed of apartment and shall comply with the bye-laws and the covenants, conditions and restrictions set forth in the deed of transfer of apartment."

(b) for the expression " sole owner/owner of the said apartment , the following shall be substituted, namely:

" sole owner/all owners/apartment owners".

5. In the said rules, for Form-B ,the following form shall be substituted, namely:

Form B

(See sub-rule (1) of Rule-4)

Declaration by sole owner or all owners under section 2 read with section 12 of
the Odisha Apartment Ownership Act, 1982

From

(Sole owner / all owners of the apartment and property

To

The Competent Authority,

(Appointed by the Government of Orissa under Clause (i) of Section 3 of the Orissa Apartment Ownership Act, 1982).

Sir,

1. in pursuance of section 2 of the Odisha Apartment Ownership Act, 1982 read with sub-section (1) of section 12 of the said Act, I/ we hereby declare that I/ we am/ are the owner/ owners of the _____ property/ apartment situated at _____ city/ town/ village _____ in the district of _____ and do hereby further declare that I/ we submit the said property/ apartment containing _____ number of apartment(s), together with the common areas and facilities meant for _____ (use) purpose to the provisions of the Odisha Apartment Ownership Act, 1982 (Odisha Act 1 of 1982) and all amendments thereto.
2. Authenticated copies of the site plan, layout plan & building plan, prepared by and sanctioned by _____ are appended herewith and marked respectively as Annexure "A, B, C". The relevant title deed is also appended herewith and marked as Annexure-D.
3. I/ we _____ do hereby furnish further the following particulars as required under sub-section (1) of section 12 of the said Act.
 - (A) Details of the land including the right, title and interest on which the buildings and the improvements are or to be located and the status of the land (free hold or lease hold).
 - (B) Description of the building stating the number of storeys and basements, the number of apartments and the principal materials of which it is or is to be constructed.
 - (C) Description of the apartment, number of each apartment along with its location, approximate area, number of rooms, immediate common area to which it has access and other necessary information for its proper identification.
 - (D) Description of common areas and facilities.

- (E) Description of the limited common areas and facilities along with the details of apartments to which their use is reserved.
- (F) Details of value of the property and of each apartment and the percentage of undivided interest in the common areas and facilities _____ pertaining to each apartment and its owner for all purposes including voting.
- (G) The statement that the apartment and the percentage of undivided interest are not encumbered in any manner so ever on this day of _____ (month)20____.
- (H) Statement indicating the purposes for which the building and each of the apartment are intended and restricted to use.
- (I) The name and address of the person to receive service of process.
- (J) Percentage of votes by the apartment owners, which shall be determinative of whatever to rebuild, repair, restore, or sell the property in the event of damage or destruction of all or part of the property.
- (K) The method by which the declaration may be amended.
- (L) Other relevant details.
- (M) An undertaking appended herewith and marked as Form-G for taking steps for formation of Association of Apartment Owners.

4. I/ we _____ do hereby further declare covenants and undertake as follows:-

- (i) that each apartment constitutes a single unit transferable and heritable as such, but mine or ours shall not be partitioned or sub-divided for any purpose whatsoever;
- (ii) that each apartment owner, present or future, shall be entitled to an undivided interest in the common areas and facilities in the percentage expressed in the declaration and appurtenant to each apartment;
- (iii) that common areas and facilities, general or restricted, shall remain undivided and that I/ we shall not bring any action for partition or

- division thereof so long as the property remains submitted to the provisions of the Act;
- (iv) that the percentage of undivided interest in the general or restricted common areas or facilities as expressed in the declaration shall not be altered except with the consent of all of us expressed in an amended declaration duly executed and registered as provided in the Act;
 - (v) that during the period the property remains subject to the said Act, no encumbrance of any nature shall be created against the property, though such an encumbrance may be created only against each apartment and the percentage of undivided interest in the common areas and facilities appurtenant to such apartment, in the same manner as in relation to any other separate parcel of property/ subject to individual ownership;
 - (vi) that 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;
 - (vii) that I/ we shall not do anything which would be prejudicial to the soundness and safety of the property or reduce the value thereof impair any easement or hereditament not shall and any material structure or excavate any additional basement or cellar;
 - (viii) that I/ we shall not sell, otherwise transfer or rent out my/ our apartment for any purpose other than the use permitted residential;
 - (ix) that for the proper and effective administration of the property and for the due maintenance, repair and replacement of the common areas and facilities I/ we shall strictly comply with the provisions of the said Act and the bye-laws made thereunder and shall pay my/ our share of common expenses as assessed by the Association of Apartment Owners, and that the failure to comply with any such requirement shall be a ground for action for damages or for other relief or reliefs at the

instance of the manager or the Board or Managers on behalf of the Association of Apartment Owners or in a proper case, by an aggrieved apartment owner or the competent authority;

- (x) I/ we further, declare, covenant and undertake that I/ we shall not construct any illegal/ unauthorized structure in common areas and facilities and if anything has been done contrary to this undertaking that thing shall be demolished in accordance with law and the cost of such demolition shall be recovered from me/ us.

In witness whereof I/ we have set out hands this _____ day of _____ 20 _____ and solemnly declare that what is stated in _____ is true to my/ our knowledge and what is stated in _____ is to my/ our information received from _____.

Sole owner or all owners of the apartment

1. Shri/ Smt.
2. Shri/ Smt.
3. Shri/ Smt.

In the presence of

(1) _____

and

(2) _____ solemnly affirm before me this _____ day of _____ 20 _____.

Place:

Date:

Signature of the Magistrate or any other person
competent to administer oath

Seal "

6. In the said rules, in Form C for expression "sole owner/owners of the building(s)" appearing in the opening portion, the following shall be substituted namely:- "sole owner/ all owners of the apartment and property."
7. In the said rules, after Form C, the following Forms shall be inserted namely:-

FORM - D

[See Rule 6B]

Model bye-laws for the Association of Apartment Owners submitted under section 16 of the Odisha Apartment Ownership Act, 1982.

1. **Short title, extent and commencement.**-(1) These bye-laws may be called the bye-laws of (Name) Apartment Owners Association.
- (2) **Application.**- These bye-laws shall apply to all buildings or apartment(s) or properties(s) constructed or converted into apartment and land attached to the apartment whether freehold or lease hold.
- (3) **Location.**- The registered office of the _____ Apartment Owners Association is at Room No. _____ Block No. _____ Floor No. _____ of _____ Apartment.
2. **Definitions.**— In these bye-laws, unless the context otherwise requires,-
- (a) 'Act' means the Odisha Apartment Ownership Act, 1982 and all amendments thereto;
- (b) 'Association' means the Association of Apartment Owners, which shall be responsible for the proper management of the apartments and property;
- (c) 'Board' means the Board of managers consisting of 8 to 16 office bearers, selected from among the Apartment Owners;
- (d) 'General Body' mean the general body of all the members of the Association comprising of Apartment Owners;
- (e) 'Majority' shall mean 51% (fifty-one percent) of the members present, either in person or proxy;

- (f) 'Member' means all persons who have booked apartment or executed a deed of apartment;
- (g) 'section' means a section of the Act;

3. **Objective of the Association.** The objective of the _____ Apartment Owners Association is to , —

- (a) adopt and amend the bye-laws and budgets for revenues, expenditures, and reserves;
- (b) impose and collect the share of the common expenses from the Apartment Owners;
- (c) provide for maintenance, repair and replacement of common areas and facilities by proportionate contribution from the Apartment Owners and if necessary, by raising loans for the purpose;
- (d) impose such restrictions in the requirements respecting the use and maintenance of the apartments and the use of common areas and facilities not set forth in the declaration, as are designed to prevent unreasonable interference with the use of the respective apartment and of the common areas and facilities by the several apartment owners.
- (e) keep the financial records and book of Accounts;
- (f) retain and rent out on license suitable portions of the common areas and facilities to non-residents for commercial purpose if all the members agree and give written consent after obtaining the permission of the concerned authority and to distribute the resulting proceeds to the Apartment Owners or application thereof in reduction of the common charges for maintaining the buildings or to accumulate the same for making a reserve fund, to be used for major repairs of the buildings;
- (g) designation and removal of persons employed for the maintenance, repair and replacement of the common areas and facilities;
- (h) form a Board of Managers, calling meetings of the apartment owner and maintain a minute book wherein resolution shall be recorded;

- (i) decide percentage of votes required to amend the bye-law;
 - (j) carry-out socio-cultural or recreational activities with individual/ institution for the benefit of the apartment owners; and
 - (k) frame procedure for the method of adopting and amending administrative rules and regulations governing the details of operation and use common areas and facilities.
4. **Members of the Association of Apartment Owners.**-(1) Each Apartment Owner shall be a member of the Association and shall be entitled to one (1) vote for each apartment so owned. The Apartment Owner(s) shall pay an entrance fee as decided by the Board from time to time. Each Apartment Owner shall receive a copy of the bye-laws.
- (2) When two or more persons own an apartment, the Apartment Owner whose name appears first in the deed of apartment shall have the right to exercise powers of the Member including the right to vote. The other co-owners shall not be deemed to be members of the Association for the purpose of these bye-laws.
- (3) Upon the sale, bequest or transfer of apartment, the purchaser of the apartment or the grantee or legatee or the transferee shall automatically become the member of the Association and shall pay the entrance fee.
5. **Disqualification of membership.**-(1)The General Body of the Association may disqualify members on the following grounds:-
- (a) on death or becoming insolvent or unsound mind;
 - (b) on the transfer of ownership of the apartment by way of a sale, mortgage, gift, exchange or in any other manner;
 - (c) on continuous failure of monthly maintenance charge for one year. However, the member can be re-admitted on clearance of all dues;
 - (d) works against the objects of the association; and
 - (e) tenders resignation to the association.
6. **Election and Quorum.**-(1) Each member is eligible for 1 (one) vote for the purposes of meetings of the General Body.

(2) The member has the right to exercise his vote through proxy duly authorized by him with reasons of his absence. A proxy is void if it is not dated or purports to be revocable without notice.

(3) The $\frac{1}{3}^{\text{rd}}$ of the members shall form a quorum for the Annual General Body Meetings and Special Meetings.

7. **Annual Meetings.** - The first General Body Meeting of the Association shall be held not later than 60 (sixty) days after forming the Association, inter alia, for the purpose of electing the Board of Managers. Thereafter, an Annual General Body Meeting shall be held once every year as soon as possible after the conclusion of each financial year, but not more than 15 (fifteen) months shall elapse between 2 (two) successive Annual General Body Meetings. At the Annual General Body Meeting, the members shall elect the President and other office bearers, who shall constitute the Board. The members may also transact such other business of the Association as may be necessary.
8. **Special Meetings.**-It shall be the duty of the President to call a special meeting of the members of the Association as directed by a resolution of the Board, or upon a petition signed by 15% (fifteen percent) of the members of the Association and presented to the Secretary, or at the request of the Competent Authority, or any officer duly authorized by him in this behalf. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice without the consent of the majority of the members, present (whether in person or by proxy). In the event of the President, for any reason, declining to call a special meeting as asked for by 15% (fifteen percent) of the Members of the Association, the Secretary shall do so as aforesaid. If he also declines then, any one member of the Board may do so.
9. **Notice of Meetings.**-It shall be the duty of the Secretary to send notice to each member by e-mail, fax, post or hand delivery of each annual or special meeting, stating the purpose thereof, as well as the time and place where it is to be held. A notice should also be placed on the notice board within each

building. The notice in the case of the Annual General Body Meeting shall be given at least 15 (fifteen) days prior to such a meeting. In the case of a Special Meeting, the Board, dependent on the urgency of the matter for which the Special Meeting is being called, shall decide the period of notice. However, in the event the Members requisition a Special Meeting, the requisition shall be sent forthwith thereafter and the Special Meeting shall be held within 21 (twenty one) days of the requisition. Notices of all such meetings shall be mailed or sent to the competent authority, or the registrar as the case may be.

10. **Adjourned Meetings.**- If any meeting of members cannot be organized because a quorum has not attended, the owners who are present may adjourn the meeting to a time not less than forty-eight hours from the time the original meeting was called. If at such adjourned meeting also no quorum is present, the meeting shall proceed with the members present and the members so present shall constitute quorum and business on the agenda of the original meeting shall be transacted by members/ proxies present.
11. **Order of Business.** - The order of business of all meetings shall be as follows,—
 - (a) consider, scrutinize and approve the income and expenditure account, and balance sheet of the Association for the preceding year and approve and sanction the annual budget for the next year;
 - (b) consider, approve and initiate such action as may be necessary on the reports of the Secretary and the Auditor(s);
 - (c) consider , approve and initiate such action as may be necessary on the reports submitted by the committees;
 - (d) consider, approve and initiate such action as may be necessary on the reports of the Competent Authority or any officer duly authorized by him;
 - (e) consider and deal with appeals against the action of the Board if any, or any member thereof;
 - (f) consider amendments, additions or modifications to the Byelaws, if felt necessary;

- (g) consider and deal with unfinished business, if any;
- (h) consider and deal with any new business, which may be placed before the General Body;
- (i) elect Members to the Board, in accordance with these Byelaws;
- (j) appoint Auditor(s) for the year to audit the accounts of the Association and fix their remuneration; and
- (k) consider and approve expenditure on capital account for major expenses i.e., expenses of over Rs. 500,000/- (Rupees Five Lacs Only) on repairs, modifications renovation of the buildings or common areas and facilities.

12. **Board of Managers.**-(1) The affairs of the Association shall be governed by the Board. The Board of Managers shall consist of at least 8 (eight) and not more than 16 (sixteen) members, who will be elected from among the Apartment Owners in the Annual General Body Meeting of the Association. The Board of Managers shall elect President, Vice-President, Secretary, Joint Secretary and Treasurer from among themselves who shall be the office bearers of the Association. In case of equal votes, the election shall be through draw of lots.

(2) The President shall be elected by the Board of Managers and shall preside over all the meetings of the Association and the Board of Managers. He shall have all the general powers and duties which are usually vested in the office of the President of an Association, including the power to appoint committees from amongst the owners from time to time. He shall have all additional casting vote in the event of a tie in the voting in any meeting of the General Body or the Board. He shall supervise works of office bearers from time to time.

(3) The Vice-President shall be elected by the Board of Managers and shall perform the duties of the President in his absence. The Vice-President shall also perform such other duties as may from time to time assigned to him by the Board.

(4) The Secretary shall be elected by the Board of Managers and shall represent the association in public or private Office. He shall maintain a

minute book wherein resolution shall be recorded among other records of the association, e.g., Registration of members, their name, address and brief particulars.etc. He shall undertake all types of correspondences on behalf of the association. He shall be the convener of all meetings of the Association.

(5) Joint Secretary shall be elected by the Board of Managers and shall perform the duties of the Secretary in his absence.

(6) The Treasurer shall be elected by the Board of Managers & shall keep the financial records and books of account of the Association. He shall collect the monthly charges, subscription, gifts, grant-in-aid, donations, etc. from the members and general public and maintain correct account of the Association Fund.

13. **Powers and duties of Board of Managers.**- (I) The Board of Managers shall have the following responsibilities,-(a) administering the day-to-day affairs of the Association, —
- (b) appoint committees or sub-committees from among its members and assign such duties to them as they deem appropriate for the better upkeep of the buildings;
 - (c) collect from each Apartment Owner proportionate share of common expenses;
 - (d) designation and dismissal of persons employed for the maintenance, repair and replacement of buildings and the common areas and facilities;
 - (e) prepare the budget and submit annually, not less than 30 (thirty) days and not more than 60 (sixty) days prior to the commencement of each financial year. The Board shall present the budget for approval by the General Body at a meeting thereof;
 - (f) setting up a proper procedure for carrying out the audit and maintaining, the accounts of the Association;
 - (g) inspect the accounts kept by the Secretary or Treasurer and examine the register and account books and to take steps for the recovery of all sums due to the Association;

- (h) seeing to it that all books and accounts are written up promptly;
- (i) sanctioning of working expenses, maintaining cash balances and dealing with other miscellaneous business; and
- (j) all other functions to meet objective of the Association.

(2) The meeting of the Board of Managers shall be held at least bimonthly giving four days notice in advance to all members of the Board of Managers mentioning the date, time and venue of the meeting.

(3) The Annual General Body Meeting shall be held at a suitable place Convenient to the Apartment Owners on such a date as the Board of Managers may decide.

14. **The terms of office.**-The term of the office of all the members of the Board elected at the Annual General Body Meeting shall be until the next Annual General Body Meeting. They shall be eligible for re-election. Provided no member of the Board shall be eligible to seek re-election for more than 3 (three) consecutive terms. It is clarified that a member who has been elected to the Board for 3 (three) consecutive terms shall be eligible for re-election to the Board after a gap of one year.
15. **Vacancies in the Board of Managers.**-The vacancies in the Board caused by any reason other than the removal of an office bearer by a vote of the Association shall be filled by vote of the majority of the remaining Board of Managers. The Manager so elected shall continue in Board of Managers until a successor is elected in the next Annual General Body Meeting.
16. **Removal of a Member of the Board.**-At any Annual General Body Meeting, or Special Meeting at which a quorum is present, any one or more Members of the Board including the President, may be removed from the Board, with or without cause, by a simple majority of the Members, voting in person or in proxy and a successor may then and there be elected from among the Board of Managers and shall continue till the next election of Members of Board of Managers in the Annual General Body Meeting.

17. **Penalties.**- (1) Any Apartment Owner who fails to pay for 2 (two) or more cumulative months any amounts due to the Association, shall be barred from voting, or standing for election to the Board, until such dues are paid along with any interest and other charges.
- (2) Non-payment of dues to the Association for above mentioned period shall constitute just and sufficient reasons for the Board to deny the use of any or all common facilities, including the supply of water or power, provided that due notice in writing of not less than 15 (fifteen) days shall be given to the defaulting Apartment Owner .
18. **Maintenance and Repairs.**- (1) Every Apartment Owner must perform all maintenance and repair work within his own apartment.
- (2) The sole owner or all owners shall maintain the common areas and facilities till the association is formed and apartment is transferred to the Apartment Owner.
- (3) All the repairs of internal installations of the unit such as water, light, gas, power, sewerage, telephone, air-conditioners, sanitary installations, doors, windows, lamps, and all other accessories, shall be at the expense of Apartment Owner concerned.
- (4) The Apartment Owner shall reimburse the association for any expenditure incurred in repairing or replacing any common area and facilities damaged due to his fault.
19. **Major repairs.**- If a building requires major repairs for its structural safety or other sufficient reason, a detailed estimate thereof shall be got prepared by the Association through an engineer to be appointed by the Board and thereupon, after the approval of the estimate by the Board, the members shall contribute their share for carrying out such repairs.
20. **Use of Apartments, Common Areas and Facilities and Limited Common Areas and Facilities** – (1)An apartment owner of a residential unit shall use it for only residential purpose and similarly, an apartment owner of a non-residential unit use it for non-residential purposes alone.

- (2) No apartment owner would exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the general and/or limited common areas and facilities, or by the abandonment of his dwelling unit.
- (3) An owner shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas of facilities of a similar nature both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose than for normal transit through them.
- (4) If an apartment owner causes any obstruction in the use of the common area or facility by reason of creating an obstruction by putting his furniture and packages etc., and fails to remove it despite a written request of the Association, the Association may approach the competent authority for its removal who will take an appropriate action in accordance to the provisions of law.
- (5) If lift and/ or elevators are provided in the building, as part of the common areas and facilities, they shall be used by the owners of the apartment and/ or their tenants and/ or any one claiming under them for the transportation of the owners, the tenant and their guests as also the employees of the owners, their tenants and of the management and heavy articles or any other articles, the transportation of which in the lift or elevator along with the owners, tenants or their guests or the employees shall cause discomfort or inconvenience to other users of the lift or the elevators, shall be transported only with the lifts or elevator are not in use by other users; provided this restriction shall not apply, if an elevator or lift is provided for the exclusive transportation of articles, packages, merchandise and such other objects.
- (6) In non-residential buildings, the association of apartment owners may mark the parking space by earmarking it for the apartment owners and also separately reserving parking space for the vehicles of the visitors. The

association may also levy a parking fee from the visitors to meet the expenses for the management of the parking space of the visitors.

(7) The apartment owners shall use their apartments in a manner which does not spread any smell while cooking food, etc. from their apartment to cause any irritation or annoyance to their neighbouring apartment owners.

(8) The convenient shops within the building shall be regulated in a manner that no inconvenience is caused to the apartment owners. Such convenient shops should be to cater the needs of the apartment owners and not the outsiders.

(9) The association of the apartment owners may frame its scheme and regulations for admitting the members of a club situated within the building and it may also frame regulations for permitting the guest of the members. Such scheme and the regulations would bind the apartment owners as well as the agency which may manage the club.

(10) If the terrace of a building/ block is declared as common area and facility by the sole owner or all owners, the Association shall maintain it and its maintenance expenses shall be part of the common expenses of the building.

Provided that if the terrace or its part is declared by the sole owner or sole owner as 'limited common area and facility' or an independent area, the beneficiary holder of such terrace or its part shall be bound to keep such terrace in good condition and water proof, failing which the Association shall maintain it at its own expense and recover it from the concerned defaulting beneficiary/ holder of the terrace.

21. **Right of Entry.**- (1) An Apartment Owner shall grant the right of entry to the office bearer or to any other person authorised by the Board in case of emergency whether the owner is present at the time or not.

(2) An owner shall permit other owners or their representatives when so required to enter his unit for the use of performing installation and alterations or repairs to the mechanical or electrical services provided, that requests for

entry are made in advance and that such entry is at a time convenient to the owner, but, in case of emergency, such right of entry, shall be immediate.

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

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

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

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

(5) No owner, resident or lessee shall install wiring for electrical or telephone installation, television antenna, machines or air-conditioning units, etc. on the exterior of the building except as authorised by the Association.

23. **Damages.**-Any damages due to the negligence, misuse or faults on the part of an Apartment Owner, family member(s), or guest(s) shall be the responsibility of the Apartment Owner. The Association shall charge the Apartment Owner for such repairs, an amount to cover the cost of time, labour, materials and/ or outside contractors.

24. **Unlawful activities.**- The Apartment Owner, family members(s), or guest(s) shall not engage in any act intended to facilitate criminal activity, including act of violence in the apartment, building or common areas and facilities.

25. **Visitors or Guests.**-The visitors/ guest(s) of the Apartment Owner are to be refrained from any conduct which disturbs the privacy and quiet enjoyment of the other Apartment Owners or occupants. The Apartment Owners shall be responsible for the actions of their guest(s) who would be expected to abide by all rules and regulations at all times without any exceptions.

26. **Funds.**- Funds may be raised by the Association in all or any of the following ways: (a) by shares;
- (b) by contributions and donations by the apartment owners;
- (c) from common profits which shall form the nucleus of the reserve funds;
- (d) by raising loans, if necessary, subject to such terms and conditions as the Association, with the approval of the Competent Authority, may determine in this behalf.
27. **Accounts.**-(1) The Association shall open a banking account and deposit the money received on behalf of the Association. The Secretary may retain in his personal custody an amount not exceeding Rs. 20000/- for petty expenses. All payments above Rs. 2500/- shall be made by cheque, signed by the Secretary and one member of the Board.
- (2) Each apartment owner shall have a passbook in which the Secretary shall enter amounts paid to or received for his share in receipts of profits from common areas and contributions towards common expenses and his share of the assessment and other dues if any, in respect of his apartment.
- (3) The Association shall on or before the 31st day of July in each year publish an audited financial statement in respect of the common areas and facilities containing,
- (a) the profit and loss accounts;
- (b) the receipts and expenditure of the previous financial year; or
- (c) a summary of the property and assets and liabilities of the common areas and facilities of the association giving such particulars as will disclose the general nature of these liabilities and assets and how the value of fixed assets have been arrived at.
- (4) The audited financial statement shall be opened to the inspection of any member of the Association during office hours and a copy shall be submitted to the Competent Authority not later than the 15th day of August of every year.
- (5) Every financial statement shall be accompanied by a list of the apartment owners and the similar list of loanees.

- (6) The Association shall send a summary of its audited financial statement to its every apartment owner within a period of 15 days from the date of the publication of its audited financial statement referred to in sub-clause (3) above.
28. **Appointment of Auditors.**—The Association shall appoint at its Annual General Body Meeting an auditor who shall audit the accounts of the Association to be prepared by the Board.
29. **Power of Auditor.**—The auditor shall be entitled to call for and examine any papers or documents belonging to the Association relating to the common areas and facilities and common expenses and shall make a report to the Association upon any matter connected with the accounts which appears to require notice.
30. **Affiliation.**— The Association shall become a member of a federation of the Associations of Apartment Owners and shall pay the subscription to it from time to time and shall also follow the instructions and directions issued by such federation.
31. **Notice to Association.**—If an owner mortgages his unit, he shall notify the Association through the office bearer or President of the Board, the name and address of the mortgagee and the Association shall maintain such information in a book entitled "Mortgagees of Units".
32. **Compliance.**—These bye-laws are set forth to comply with the requirement of the Act. In case any of these bye-laws conflict with the provisions of the Act it is hereby agreed and accepted that the provisions of the Act shall prevail.
33. **Seal of the Association.**—The Association shall have a common seal which shall be in the custody of the Secretary and shall be used under the authority of a resolution of the Board and every Deed of Instrument to which seal is affixed shall be attested for and on behalf of the Association by two members of the Board and the Secretary or any other person authorized by Association.
34. **Power of Competent Authority to inspect the building.**— The competent authority, suo motu or on an application, may make an inspection

of the building to which the Act applies. A memo of inspection may also be prepared by the Competent Authority about the status of the building including the common areas and facilities and, thereupon, he may take such action in respect thereto as may be deemed necessary by him/ her.

Amendment of Bye-Laws.- These Bye-laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least $\frac{2}{3}$ rd (two-third) of the total number of the units in the building with the prior approval of the competent authority.

FORM-E

(See Rule - 6C)

Register to be maintained by the Competent Authority

Name of the Apartment: _____

Name of the Association of Apartment Owners: _____

Name of the Members	Regd. Instrument Details		Declaration		Deed of transfer with deed no.	Bye-law
	Date	Date of acceptance/rejection	Date	Date of acceptance/rejection		
1		2	3	4	5	6

Amendment to declaration		Amendment of Bye-Law		Signature
Date of submission	Date of acceptance/rejection	Date of submission	Date of rejection	
7	8	9	10	11

FORM-F

(See Rule - 6C)

Index Register to be maintained by the Competent Authority

Sl. No.	Year of Registration with date	Name of the Association with Address	Book No./ Page No.
1	2	3	4
20			
20			

FORM-G

(See rule 6D)

UNDERTAKING

Undertaking for taking steps for formation of Association of Apartment Owners and transfer of Right, title and interest to the transfer

1. I / we _____ aged _____ years, son of/ wife of _____, resident of _____ do hereby undertake that I/ we, am/ are the owner(s) of _____ apartment situated at _____ in the city/ town/ village of _____ within the Police Station of _____ in the district of _____ (commonly known as _____ Apartment) over plot no. _____ Mouza _____ which forms part of a property already submitted to the provisions of the Odisha Apartment Ownership Act, 1982, under a declaration executed in conformity with the provisions of the said Act.
2. That I/ we shall form the Association of Apartment Owners within 30 days of transfer of ownership to eight owners or of 33% of apartments, whichever is more, through registered deed of apartment.
3. That I/ we shall transfer my/ our right, title and interest in the property to the Association of Apartment Owners within 90 days of formation of the Association of Apartment Owners.

Name & signature of sole owner or all owners

By Order of the Governor



**Principal Secretary to Government
Housing & Urban Development Department**

Memo No. 6454 / HUD, Bhubaneswar, Dated the 18.3.2021

Copy forwarded to the Gazette Cell, Odisha Secretariat, C/o Commerce Department, Bhubaneswar with a request to publish this notification in an extra ordinary issue of the Odisha Gazette on 18.03.2021 and supply 50 spare copies to this Department.
The Notification is statutory and will bear SRO Number and date.

Joint Secretary to Government

Memo No. 6455 / HUD, Bhubaneswar, Dated the 18.3.2021

Copy forwarded to the P.S. to Hon'ble Chief Minister, Odisha/ P.S. to Hon'ble Minister, Housing & Urban Development /P.S. to Chief Secretary, Odisha/P.S. to Development Commissioner-cum-Additional Chief Secretary, Odisha/ P.S. to Principal Secretary to Govt., Housing & Urban Development Department for information and necessary action.

Joint Secretary to Government

Memo No. 6456 / HUD, Bhubaneswar, Dated the 18.3.2021

Copy forwarded to the Vice Chairman, All Development Authorities/ Commissioners of all Municipal Corporations/ the Secretary, All Regional Improvement Trusts/ All Special Planning Authorities/ the Executive Officer, All Urban Local Bodies of the State for information and necessary action.

Memo No. 6457 / HUD, Bhubaneswar, Dated the 18.3.2021

Copy forwarded to All Departments of Govt. / All Heads of Departments/ R.D.C (CD), Cuttack / R.D.C.(ND), Sambalpur/ R.D.C.(SD), Berhampur/ All Collectors / D.T.P, Odisha, Bhubaneswar for information and necessary action.

Joint Secretary to Government

Memo No. 6458 / HUD, Bhubaneswar, Dated the 18.3.2021

Copy forwarded to the Directorate Section/ P.H. Section/ Water Supply Section / L.F.S Section / Municipal Section/ Project Section/ Housing Section/ Sanitation Section/UPA Section/ T.P. Section (20 spare copies) of the Housing & Urban Development Department for information and necessary action.

Joint Secretary to Government