

SINDH ACT NO. XI OF 2015.
THE SINDH CONDOMINIUM ACT, 2014.

C O N T E N T S

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[4th February, 2015]

An Act to make provision for the regulation of maintenance of public sale projects in the Province of Sindh;

WHEREAS it is expedient to regulate the services, amenities, façade, parking and common areas in public sale projects by the residents, union or society of the project through the registered maintenance companies in the Province of Sindh and to provide for matters ancillary thereto.

Preamble.

It is hereby enacted as follows:-

1. (1) This Act may be called the Sindh Condominium Act, 2014.

Short title and Commencement.

(2) It shall come into force at once.

(3) It shall extend to the whole of the province of Sindh except to the cantonment areas and the projects of National Security declared by the Federal Government.

2. In this Act, unless there is anything repugnant in the subject or context-

Definitions.

- (i) "allottee" means a person or body of persons who purchases a unit in a public sale project and includes a resident, union or society;
- (ii) "amenity" means part of a building allocated exclusively for common use of allottees for community, religious welfare purpose such as community hall, masjid, funeral parlor, play area, fitness club, swimming pool, library, park, school and recreation area;
- (iii) "apartment" means an independent residential unit consisting of at least one habitable room, bathroom, toilet and cooking facilities in a public sale building;
- (iv) "arcade" means a covered walkway or a verandah between the shops and the street or footpath on which the shop abut;
- (v) "Authority" means the Sindh Building Control Authority established under the Sindh Building Control Ordinance, 1979;

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- (vi) "builder" means a person or a company who is licensed by the Authority to engage in the construction of building with sale of units in accordance with the approved building plan and sale no objection certificate issued by the Authority;
- (vii) "building" means a building or a part thereof including all fitting, fixtures, installations, signs and display structures of the building;
- (viii) "building works" means erection or re-erection or modification including complete or partial demolition of a building or making additions or alterations to a building;
- (ix) "carpet area" means the net floor area within a rentable or saleable unit excluding the area of peripheral walls, including the area of internal walls and columns;
- (x) "common area" means those common parts of a building designated for common use by unit owners and residents and shown in the approved building plan such as stairs, passage, lobbies, arcade;
- (xi) "compulsory open space" means compulsory open space which is to be left completely open in a plot over which no structure or integral part of a building shall be permitted except where permitted in regulations;
- (xii) "fire escape" means an exit from a building for use in the event of fire;
- (xiii) "Government" means the Government of Sindh;
- (xiv) "house or bungalow" means an independent single or double story residential building for the use of people, family or families having at least one habitable room with a kitchen, a bath room or toilet;
- (xv) "jointly owned properties" means those properties in a building which consist of more than one unit and are owned by more than one individual or companies;
- (xvi) "legal occupier" means a person who is occupying the unit and has been given legal possession by the lessee or sub-lessee;

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- (xvii) "lessee" means the builder who has constructed the project or building;
- (xviii) "lesser" means Government Agency or Authority who owns the land except marosi land;
- (xix) "management company" means a company registered in different categories with Authority for maintenance of buildings, projects, having societies;
- (xx) "public sale project" means a project designed with the intention of transferring sub-lease to the public on ownership basis by way of public sale and for which sale no objection certificate issued by the concerned Authority;
- (xxi) "regulations" means the regulations made under this Act;
- (xxii) "repairs" means repair works to services, painting or white wash, plastering, pointing, paving and other works without change in the approved plan of the project;
- (xxiii) "rules" means the rules made under this Act;
- (xxiv) "shop" means a space used for trade or business as approved in building plan, but shall not be used for any activity as may cause noise and nuisance in the neighborhood;
- (xxv) "society" means the residents cooperative management society registered under the Voluntry Social Welfare Agencies (Registration and Control) Ordinance, 1961;
- (xxvi) "sub-lessee" means the owner of unit to whom unit has been sold;
- (xxvii) "utility services" means all the common services provided by different agencies, departments or residents building including water supply, sewerage, electricity, gas, telephone, cable, internet and firefighting;

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(xxviii) “unit” means an apartment, arcade, house or bungalow and includes the part of a building shown in the approved plan as an independent used for residential or commercial purpose and purchased from the builder and sub-leased in favour of the allottee.

(xxix) “condominium” housing consisting of a complex of dwelling units in which each unit is individually owned.

3. (1) The maintenance of the project for one year after obtaining completion certificate from Authority shall be the responsibility of the builder through registered maintenance company which may charge appropriate maintenance fee from the allottees as prescribed.

Maintenance of Project.

(2) The lessee shall be authorized to collect one year maintenance fee from the sub-lessee in advance before handing over possession of the unit to the sub-lessee.

(3) The balance of maintenance amount collected by the builder shall be handed over to the maintenance company or to the resident cooperative maintenance society through crossed cheque.

(4) The maintenance period shall start from the day of approval of completion certificate of the building and the allottees are informed in writing through registered post or courier service to take over the possession.

(5) The builder shall provide lift fitness certificate to the resident cooperative maintenance society or management company alongwith signed contract for maintenance of lift, for one year at the time of handing over the project.

(6) In case the builder or his designated management intends to maintain, manage the building and shopping mall, shall have to form a maintenance management company duly registered with the Authority; provided that the priority to maintain the building shall be given to maintenance company owned by the builder.

4. (1) The maintenance of the services and amenities at a public sale projects shall be the responsibility of the registered maintenance companies through allottee who shall form a cooperative society under the Voluntry Social Welfare Agencies (Registration and Control) Ordinance, 1961 for the maintenance of the project.

Residents Cooperative Maintenance Society.

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(2) The society shall be an organization not for profit, to promote harmony and a sense of belonging among allottees of the project and has a separate legal entity from its members and has the right to sue in this capacity.

(3) The society shall be formed within six months from handing over possession of fifty percent of the units or one year from the date the unit is completed and the builder has informed the allottees for possession through registered post or courier service whichever is earlier.

(4) The society shall comprise of the allottee, builder or developer in case of unsold units if any.

(5) Each allottee, builder or developer in respect of unsold units, shall have the right to vote and attend the meeting of the general body of the society in accordance with the constitution of the society.

(6) Each unsold unit shall have one vote for his share of ownership in the jointly owned property.

(7) The society shall, on the application of an allottee or any person authorized by him in writing by, make its bye-laws available for inspection.

(8) In case of any particular area where the registered management company is not ready or interested in taking over the building, the builder shall form a society and the possession shall be handed over to them within six months thereby transferring all assets and liabilities to the society.

5. (1) The society shall be responsible for the maintenance, operation and management of a common area, utility services in the project by collecting maintenance charges which shall be determined by the society in their general body meeting and the builder or developer shall pay his share of the charges with respect to unsold units to the society or management company.

Functions and responsibility of the society.

(2) The society shall exercise the powers and perform the following functions:-

- (a) to supervise, manage, operate and maintain all the common areas, utility system for the collective benefit of the allottee in way that promote positive environmental out comes and harmony among the allottees;

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- (b) to integrate waste disposal, treatment and management, water and energy efficiency policies into the society's strategy;
- (c) to maintain the project through maintenance company;
- (d) to cover complete maintenance of the project including maintenance of lifts, generators, pumps or motors, face lifting, compound lights, stair lights, security guards, cleaning, sweeping, white wash or paint, seepages in the building of main pipelines, cleaning of underground and overhead water tanks and maintenance of amenities including parking areas;
- (e) to enter into the contract with registered maintenance company for maintenance of the project;
- (f) to manage, control and supervise all the maintenance work carried out by the maintenance company as per the maintenance contract.

(3) The first annual maintenance contract for any newly completed project shall be given by the builder to the maintenance company at competitive rates and the subsequent maintenance contract shall be awarded by the Society.

(4) The society shall be responsible to maintain the facade of the project and external painting with weather shield paint may be done every five years through maintenance company for which additional amount may be collected from the allottees.

(5) The society may request the Authority to inspect the project to ascertain the maintenance work carried out by the maintenance company and in case of dissatisfaction of contractual obligations, the Authority may cancel the registration of maintenance company or stop renewal of the annual registration of the company, or demote the maintenance company to a lower category.

(6) The society shall have a lien on every unit for unpaid charges or any other dues levied on the property as per the provisions of the constitutions of the society and the right shall exist even when the ownership is transferred.

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6. (1) The maintenance company shall –

**Responsibility
of
maintenance
company.**

- (a) be responsible to take over maintenance of the project from the builder on completion of six months maintenance period subject to clearance of all outstanding dues or liabilities of utilities of common areas by the builder till such time;
- (b) charge maintenance charges from the allottees as decided in general body meeting of the society;
- (c) enter into a unit upon reasonable written notice to the allottee or without notice in emergency to inspect or carryout repair work where the allottee has failed, after reasonable written notice to carry out that work in accordance with his obligations or sub-lease conditions.

(2) In case of any violation of conditions of sub-lease by any allottee or failure to remove or repair the defect by the maintenance company, the society may intimate the matter to the Competent Authority and builder with the request to forfeit sub-lease and cancel allotment of the unit.

(3) In case of non-payment of maintenance charges for more than two months, the maintenance company through society may disconnect the water connection of individual unit from overhead tank and may ceased the parking rights along with amenities and services except prayer area and funeral parlor.

(4) The society shall ensure that all the allottee is paying utility bills regularly and in case of theft of electric, water, sui gas by by-passing the meters, the society shall report the matter to K-Electric, WAPDA, Karachi Water and Sewerage Board, Water and Sewerage Authority and Sui-Southern Gas Company.

7. The society shall ensure and keep insured the entire building for the replacement value thereof against the risk of fire, civil commotion, riots, earthquake, bomb blast and the premium paid thereon shall be recovered from the unit holder.

**Insurance of
building.**

8. All buildings completed immediately before the commencement of this Act, shall also fall within the purview of this Act and shall be dealt in accordance with the provisions of this Act.

Savings.

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9. Government of Sindh may make rules for the purpose of giving effect to provision of this Act. **Power to make rules.**

10.The Authority shall frame regulations for registration of maintenance companies in different categories. **Regulations.**

11.The provision of this Act or of any application made there under shall have effect notwithstanding anything contained in any other law and where there is any conflict or inconsistency between the provisions of this Act or any other law, the provisions of this Act shall prevail over such other law. **Over-riding effect.**