

THE TAMIL NADU APARTMENT OWNERSHIP RULES, 1997
(G.O.Ms.No.150, Housing and Urban Development (HB) 5(1) dated 7th April 1997)

No.SRO A-36(b)/97.-

In exercise of the powers conferred by Section 27 of the Tamil Nadu Apartment Ownership Act, 1994 (Tamil Nadu Act No.VII of 1995), the Governor of Tamil Nadu hereby makes the following rules, namely:-

RULES

1. Short title and commencement.-

(a) These rules may be called the Tamil Nadu Apartment Ownership Rules, 1997.

(b) They shall come into force on the date of publication in the Tamil Nadu Government Gazette.

2. Definitions.-

In these rules, unless the context otherwise requires.-

(a) “Act” means the Tamil Nadu Apartment Ownership Act, 1994 (Tamil Nadu Act No.VII of 1995);

(b) “Form” means the Form appended to these rules;

(c) “Section” means a section of the Act;

(d) Words and expressions used in these rules, but not defined herein shall have the meaning, respectively, assigned to them in the Act.

3. Common areas and facilities.-

The common areas and facilities in terms of Clause (h) of section 3 shall be such areas and facilities which are provided on the land earmarked for apartments and declared as such in the deed of Apartment.

4. Deed of Apartment.-

The Deed of Apartment to be executed and registered under Section 5 and 11 of the Act shall be as shown in Form 1. It shall be executed by the apartment owner and verified in the presence of the Magistrate or any person competent to administer the oath and shall be filed with the competent authority within 30 days from the date of its execution or within such longer period as the competent authority may permit.

5. Collection of fess from the Apartment Owners or the Association of Apartment Owners.-

The Society or the Association of Apartment owners shall collect such fees as approved by the majority of the members of such society or Association.

APPENDIX
FORM 1
(See Rule 4)
Deed of Apartment

1. Thiru/Thirumathi Son of / Daughter of/ Wife of aged years solemnly declare that I am the first/present owner of Apartment No..... on the floor of the building now on the construction/ already constructed called premises, situated at Doro No..... (Street name) in the City/ Town/Village of of in the District of

2. I derived title to the said apartment by a Sale Deed Bearing No..... executed between and myself on

3. I hereby declare that I, Thiru/Thirumathi my heirs executors, administrators and assigns and the said apartment referred to in paragraph I of the Deed, shall hereafter be subject to the provisions of the Tamil Nadu Apartment Ownership Act, 1994 (Tamil Nadu Act VII of 1995) and I further declare that I shall comply strictly with the covenants, conditions and restrictions set forth in the Deed and with the Bye-laws forming part thereof and annexed thereto and with the administrative rules and regulations adopted pursuant to such bye-laws (as either of the same may be lawfully amended from time to time) as in the Deed of Apartment.

4. Solemnly affirmed/ sworn at aforesaid, the day of

BEFORE ME

CONTENTS OF DEED OF APARTMENT TO BE MADE BY THE SOLE OWNER OR ALL OWNERS SUBMITTING THE PROPERTY TO THE PROVISIONS OF THE TAMIL NADU APARTMENT OWNERSHIP ACT, 1994 (TAMIL NADU ACT VII OF 1995)

1. Details of the Land-
 - (a) Town Survey Number/
Revenue Survey Number
 - (b) Door Number
 - (c) Street Name
 - (d) Village Name
 - (e) City Name
2. Description of the Boundaries of the Site: Bounded on the
 - (a) North by
 - (b) South by
 - (c) East by

(d) West by

3. Details of Lease-hold land-
 - (a) Name of the Lessor
 - (b) Name of the Lessee
 - (c) Terms of the Lessee
 - (d) Lease Rents
 - (e) Details as to how the Lessee entitled to lease hold the land
4. Details of the Apartment-
 - (a) Name of the Apartment
 - (b) Details of the approval of the Local Body/Planning Authority
 - (c) Details of individual flat-

FORMS

Sl. No.	Floor	Identifiable No. of the Flat	Undivided share land	Plinth area square mete	Used as approved
1.	Basement	--	--	Specify	Residential/ Commercial
2.	Ground Floor	001 002	--	Specify	Specify
3.	First	101 102 103	--	Specify	Specify
4.	2 nd Floor	20 202 203	---	Specify	Specify
5.	3 rd Floor	Specify	--	--	--
6.	Other Floors	Specify	--	--	--

(d) Details Common areas & facility & restricted common area & facility floor wise-

Sl. No. (1)	Floor (2)	Description (3)	Plinth area in Sq.mt. (4)	Percentage of interest of the apartment owner in the common areas and facilities and in the common expenses (5)
1.	Basement	Specify like Corridor, Stair case, Lift room	--	
2.	Ground Floor	Specify	--	

3.	First Floor	Specify	--	
4.	Other Floors	Specify	--	

NOTE.- As per Section 6 of the Act, the undivided share is calculated on the basis of the plinth area of the flat in relation to the total plinth area of the buildings.

5. Details of Amenities-

Sl. No.	DESCRIPTION	Plinth area in Sq.Mt.	Percentage of interest of the apartment owner in each amenity	Remarks
(1)	(2)	(3)	(4)	(5)
1.	Air-Conditioning Plant			
2.	Watchman Quarters			
3.	Servant-maid Quarters			
4.	Electrical Cabin			
5.	Transformer Room			
6.	Incinerator			
7.	Water Tank			
8.	Telephone Booth			
9.	Meter Room			
10.	Pump House			
11.	Bath and Water Closet			
12.	Open balconies			
13.	Co-operative Society			
14.	Office			
15.	Sports Room			
16.	Swimming Pool			
17.	Parking Areas			
	Others specify			

6. Eligible percentage of votes of each apartment owner-

Sl. No.	Floor	Identifiable No. of the flat	Eligible percentage of vote
(1)	(2)	(3)	(4)
1.	Basement	Specify	Specify
2.	Ground Floor	001	
		002	Specify
		003	
		Others specify	
3.	First Floor	101	
		102	Specify
		103	
		Others specify	
4.	Other than specify	Specify	Specify

7. That the right, title and interest of each owner of the apartment in the general common areas and facilities listed in paragraph and their proportionate share in the profits and common expenses in the said general common areas and facilities as well as the proportionate representation for voting purposes in the meeting of the Association of Apartment Owners of the (mention name of the apartment)..... Apartment each shall be in the proportion as mentioned above.

8. That the right, title and interest of each owner of an apartment located on each of the ground and upper floors in the restricted common areas and facilities located in the respective floors and listed as above, and their proportionate share in the profit and common expenses in the said restricted common area and facilities as well as the proportionate representation for voting purposes with respect to the said restricted common areas and facilities in the meeting of the Association of Apartment Owners of the Apartment shall be in proportion as mentioned above.

9. The proportionate representation for voting purpose provided hereof may be limited in accordance with the provisions of the bye-laws annexed hereto.

10. Apartment/ Apartments and the percentage of undivided interest in the common areas and facilities appertaining to the apartment are not encumbered in any manner whatsoever on the each apartment. Date of this Declaration

11. That the Administration of Apartment consisting as aforesaid of the building and parcel of land described in this Deed shall be in accordance with the provisions of this Deed and with the provisions of the bye-laws which are made a part of this Deed and are annexed hereto.

12. That as appears above a plan of Apartment Ownership is hereby constituted under and subject to the provisions of the Act, so that the apartments of ground/ and upper floors may be conveyed and registered as individual properties capable of independent use on account of each having its own exit to a common area and facility of the building, each apartment of ground/ and upper floors may be conveyed and registered as individual properties capable of independent use on account of each having its own exit to a common area and facility of the building, each apartment owner having an exclusive and particular right, title and interest over his respective apartment and in addition the specified undivided interest in the common areas and facilities and/are restricted common areas and facilities.

13. That for the purpose of registration fee to be imposed on the registration of this Deed of Apartment a fee of Rs.5 (Rupees five only) per square metre of land and Rs.10/- (Rupees ten only) per square metre of building is to be paid to the Competent authority.

14. That so long as the owner, own one or more apartments, the owner shall be subject to the provisions of this Deed and of the Annexure attached

hereto and the owner covenant to take no action which will adversely affect the rights of the Association of Apartment Owners with respect to assurances against latent defects in the building or other rights, assigned to the Association by reason of the establishment of the apartment.

15. That the general and/or restricted common areas and facilities shall remain undivided and no owner shall bring any action for partition or division thereof.

16. That the percentage of the undivided interest in the general and/or restricted common areas and facilities established herein shall not be changed except with the unanimous consent of all the apartment owners.

17. That the undivided interest in the in the general and/or restricted common areas and facilities shall not be separated from the apartment to which it appertains and shall be deemed conveyed or encumbered with the apartment even though such interest is not expressly mentioned or described in the conveyance or other instrument.

18. That each apartment owner shall comply with the provisions of this Deed (the bye-laws, decisions and resolutions of the Association of Apartment Owners or its representative) and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

19. That no Apartment Owner of an Apartment may 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 restricted common areas and facilities or by the abandonment of his Apartment.

20. All sums assessed by the Association but unpaid for the share of the common expenses chargeable to any apartment shall of the common expenses chargeable to any apartment shall constitute a charge of such Apartment prior to all other charges except only Charge, if any, on the apartment, for payment of Government or Municipal taxes or both and all sums unpaid on a first mortgage of the Apartment.

21. That all present or future owners, tenants, future tenants or any other person that might use the facilities of the building in any manner are subject to the provisions of this Deed and that the mere acquisition or rental of any of the Apartments of the building or the mere act of occupancy of any of the said Apartment shall signify that the provisions of this Deed are accepted and ratified.

22. The apartment owners of the respective Apartment shall have the absolute right to lease such Apartment or give it on lease provided that said lease is made subject to the covenants and restrictions contained in the deed of apartment and further subject to the bye laws annexed hereto.

23. 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.

24. That where an Apartment is sold by a mortgage in exercise of his powers of sale under an English Mortgage or by a Court in execution of a decree in a suit brought by a mortgage against the owner of such Apartment, then neither the mortgagee nor the purchaser who derive title to the Apartment at such sale, or his successors or assigns shall be liable for assessments by the Association which become due prior to the acquisition of title by such acquirer, it being understood, however that the above shall not be constructed to prevent the Association of Apartment Owners from filing and claiming charge for such assessments and enforcing the same as provided by-law and that such charge shall be subordinate to such mortgage.

25. That in a voluntary conveyance of an Apartment the grantee of the apartment shall be jointly and severally liable with the granter for all unpaid assessments by the Association of Apartment Owners against the latter for his share of the common expenses upto the time of the grant or conveyance without prejudice to the grantee's right to recover from the owner the amounts paid by the grantee therefore. However, any such grantee shall be entitled to a statement from the Manager or Board of Managers of the Associations, as the case may be, setting forth the amount of the unpaid assessments against the owner due to the Association and such grantee shall not be liable for, nor shall the apartment conveyed be subject to a charge for any unpaid assessments made by the Association of Apartment Owners against the owner in excess of the amount therein, setforth.

26. That the Manager or Board of Managers of the Association shall obtain and continue in effect blanket property, insurance in form and amounts satisfactory to mortgages holding first mortgage covering apartments but without prejudice to the right of the owner of an apartment to obtain individual apartment insurance.

27. That insurance premium for any blanket insurance coverage shall be a common expense to be paid by monthly. Assessments levied by the Association of Apartment owners and that such payment shall be held in a separate account for the association and used solely for the payment of the blanket property insurance premiums as such premiums become due.

IN WITNESS WHEREOF THIRU has hereto set his hand this the day of 20.....

SIGNED AND DELIVERED BY Thiru in the presence of

BEFORE ME.

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BEFORE ME

Verified  RealEstate