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# TAMIL NADU GOVERNMENT GAZETTE

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# Part III—Section 1(a)

**General Statutory Rules, Notifications, Orders, Regulations, etc., issued by Secretariat Departments.**

## NOTIFICATIONS BY GOVERNMENT

### HOUSING AND URBAN DEVELOPMENT DEPARTMENT

TAMIL NADU APARTMENT OWNERSHIP RULES, 2024

*[G.O.Ms.No. 171, Housing and Urban Development [HB3(1)], 24th September 2024, புரட்டாசி 8, குரோதி, திருவள்ளுவர் ஆண்டு-2055.]*

**No. SRO A-17(c)/2024.**

In exercise of the powers conferred by sub-section (1) of section 30 of the Tamil Nadu Apartment Ownership Act, 2022 (Tamil Nadu Act 44 of 2022), the Governor of Tamil Nadu hereby makes the following Rules, namely: -

RULES.

**1. Short title.—** These rules may be called the Tamil Nadu Apartment Ownership Rules, 2024.

**2. Definitions. –** (1) In these rules, unless the context otherwise requires, -

(a) "Act" means the Tamil Nadu Apartment Ownership Act, 2022 (Tamil Nadu Act 44 of 2022);

(b) "collective common areas and facilities" means common passages, driveways and pathways in the property and common infrastructure intended for the common use of all phases such as water treatment plant, sewage treatment plant, power backups, clubhouse, convenience store;

(c) "Schedule" means the Schedule appended to these rules;

(d) "section" means a section of the Act.

(2) Words and expressions used and not defined in these rules, but defined in the Act, shall have the same meaning as are respectively assigned to them in the Act.

**3. Submission of Declaration. –** (1) The Promoter or majority of apartment owners of a building as the case may be, shall submit a declaration in **Form-A** to the competent authority together with a fee specified in the Schedule within a period as specified in the Act from the date of issue of completion certificate of the building by the appropriate authority

Provided that if the common areas and facilities of such buildings have been handed over to the apartment owners, the majority of the apartment owners of such building shall submit the declaration:

Provided further that if the common areas and facilities are managed by a society, such society representing the majority of apartment owners shall submit declaration.

Explanation.— (i) Wherever completion certificate is not applicable under the development and building rules in force, the date of providing permanent power connection by the TANGEDCO for any apartment in the project shall be construed as a completion certificate.

(ii) For the purpose of this sub-rule, a person owning more than one apartment, shall be deemed to be one apartment owner.

(2) In case of property developed in multiple phases having existing society registered for specific phase or tower, such society shall independently submit the declaration in **Form-A** to the competent authority together with a fee specified in the Schedule in respect of such phase or tower.

(3) On receipt of such declaration, the competent authority after holding such inquiry, as it may consider necessary, accept the declaration, in conformity with the provisions of sub-section (3) of section 4 of the Act or return the declaration under sub-section (4) of section 4 of the Act, indicating the defects to be rectified with direction to resubmit the same within a period of thirty days.

(4) After the acceptance of declaration submitted under sub-rule (2), the office bearers of all the constituent societies or associations shall file a declaration in **Form-B** to the competent authority about their intention to form a federation, specifying the common areas and facilities.

Provided that for phased development, wherein the promoter has the right of future development, the office-bearers of constituent societies along with the promoter representing the proportionate interest of the future associations / development shall file such declaration to the competent authority.

(5) On receipt of an application under sub-rule (4), if the competent authority is satisfied that all the requirements of the Act have been complied with and if the application is in order, the competent authority shall issue a certificate of registration of federation in **Form-C** within a period of ninety days from the date of receipt of the application. If the application prima facie appears not to be in order, the competent authority shall, within a period of thirty days from the date of receipt of the application, return the application with suitable direction to rectify the defects within a specified period.

(6) Within a period of ninety days from the formation of federation under sub-rule (5), the federation shall submit the declaration on the collective common areas and facilities in **Form-D** to the competent authority together with a fee specified in the Schedule.

(7) On receipt of such declaration of federation under sub-rule (6), the competent authority after holding such inquiry, as it may consider necessary, accept the declaration of federation under the provisions of sub-section (3) of section 10 of the Act or return under sub-section (4) of section 10, of the Act with direction to rectify and resubmit the same within a period of thirty days.

**4. Amendment of declaration.–** The federation or association or promoter or majority of apartment owners, as the case may be, may submit an application in **Form-E** together with a fee specified in the Schedule for amendment of declaration made under rule 3.

**5. Registration of bye-laws.–** (1) After the date of commencement of the Act, the apartment owners shall form an association and make bye-laws on the lines of model bye-laws in Appendix and submit it for registration of the association with the competent authority together with a scrutiny fee as specified in the Schedule within a period of one hundred and eighty days from acceptance of declaration in sub-rule (3) of rule 3.

**Explanation:** For the purpose of this sub-rule, a person owning more than one apartment, shall be deemed to be one apartment owner. There shall be a minimum of four apartment owners to form an association.

(2) On receipt of bye laws under sub-rule (1), if the competent authority is satisfied that all the requirements of the Act have been complied with and the bye-laws are in consonance with the provisions of the Act, the competent authority shall register the bye-laws within a period of ninety days from the date of receipt of the application, and shall certify under its hand that the bye-laws is registered and issue a certificate of registration in **Form–F.**

(3) If the application prima facie appears not to be in order or if the bye-laws are not in consonance with the provisions of the Act, the competent authority shall within a period of thirty days from the date of receipt of the application, return the application with suitable direction to rectify the defects and resubmit it within a specified period.

(4) Within a period of ninety days from registration of bye-laws, the President shall forthwith forward the names of the elected President, Secretary, Treasurer and other Managers of the association in the format specified in **Form–G** along with a copy of resolution wherein such office bearers of the Association are elected and attendance sheet of the meeting of the association to the competent authority.

(5) Upon receipt of form under sub-rule (4), the competent authority shall cause the names of the office bearers of the association thereof to be entered in the register maintained for this purpose.

**6. Intimation by Existing Societies.–** (1) Within a period of one hundred and eighty days from the date of acceptance of declaration in Form-A, the society in existence as on date of commencement of the Act, shall intimate the competent authority in the format specified in **Form–G**, the names of the President, Secretary, Treasurer and other Managers of the Board of such society and Form-G shall be accompanied with two copies of authenticated bye-laws of the society confirming that the bye-laws are in consonance with the provisions of the Act and Rules made thereunder together with a scrutiny fee as specified in the Schedule:

Provided that if the bye-laws of such society is not in consonance with the provisions of the Act, then the same shall be amended to bring them in consonance with the provisions of Act and the Rules and submit it to the competent authority:

Provided further that the competent authority may admit an application after the expiration of the aforesaid period, if the competent authority is satisfied that there was sufficient cause for not intimating it within the said period.

(2) Upon receipt of the intimation in Form-G under sub-rule (1), if the competent authority is satisfied that all the requirements of the Act have been complied with and the bye-laws are in consonance with the provisions of the Act, the competent authority shall take the bye-laws on records and issue acknowledgement in **Form-H** and it shall cause the names of the office bearers of the association thereof to be entered in the register maintained for this purpose.

**7. Constitution of Board of Managers and functions.—** (1) There shall be a Board of Managers in respect of each association to carry on and manage the affairs and business of the association:

Provided that for the societies in existence as on the date of commencement of the Act, the executive committee of the existing society shall be deemed to be the board of managers of such society for the purpose of this Act.

(2) The board of managers shall be one-third of the number of apartment owners of the property but not exceeding twenty-one.

(3) The board of managers shall act as the trustees of the members of the association and be responsible for overall management of the assets of the association, operation and management of all its common areas and facilities including the limited common areas and facilities and shall exercise all powers as are required to be exercised in the efficient discharge of its functions and responsibilities.

(4) Subject to a minimum of three, the quorum for the meetings of the board of managers shall be one-third of the total members of the Board.

**8. Members of federation.—** (1) The President and Treasurer of each constituent association or society shall be members of the federation.

(2) The President of each constituent association or society shall be the Chairman of the federation in turns.

(3) The Chairman shall be the chief executive officer of the federation. The term of office of the Chairman of federation shall be one year from the date of his assumption of charge.

(4) Subject to a minimum of three, the quorum of the meetings of the federation shall be one-third of the total members of the federation.

**9. Redevelopment of Project.–** (1) The board of managers either *suo-motu* or on request from one fourth of the apartment owners, shall convene a special general meeting with regard to redevelopment.

**Explanation -** The participation of minimum two-third apartment owners shall constitute a quorum for such special general meeting.

(2) Pursuant to the resolution passed in the special general meeting, the association with the consent, in writing, of not less than two-third of apartment owners of the project, shall intimate the Chief Planner, Area Plan Unit of Chennai Metropolitan Development Authority, if the building is in Chennai Metropolitan Planning Area or Member Secretary of Local Planning Authority, if the building is in Planned Area or to the Assistant Director/Deputy Director/Joint Director of Directorate of Town and Country Planning, as the case may be, in Other Areas in **Form-I,** the in-principle decision taken by the association for redevelopment of the project.

**Explanation –** For the purpose of this sub-rule, each apartment shall be treated as a separate and distinct unit irrespective of a person owning multiple apartments in the project.

(3) The association shall send written intimation to all the apartment owners within a period of ten days from the submission of the in principle decision in Form-I to the authority mentioned in sub-rule (2).

(4) If any apartment owner aggrieved by the manner in which consent for redevelopment has been obtained may submit his objection before the authority specified in sub-rule (2), within a period of thirty days from the date of receipt of intimation letter from the association under sub-rule (3).

(5) (a) Upon receipt of the objection, the said authority shall serve a notice to the concerned parties and hold such inquiry as deemed necessary.

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(b) Upon consideration of records and submissions made, if the said authority is satisfied that the consent for redevelopment obtained by the association is in contravention of the provisions of the Act, Rules and Bye-laws made thereunder, it shall give such directions as may be necessary to the association.

(c) If the said authority is satisfied that due process is followed by the association in obtaining necessary consent for redevelopment in accordance with the provisions of the Act, Rules and Bye-laws made thereunder, he shall reject the objection recording the reasons thereof.

**10. Preparation of detailed redevelopment report.**— (1) Notwithstanding anything contained in rule 9, if the appropriate authority has certified that the building is in ruinous condition or it may endanger the lives of the occupants or any other person, the association shall convene a special general meeting and pass a resolution for engaging promoter/ consultant for preparation of detailed redevelopment report and to submit the same to the association for its approval.

(2) Pursuant to submission of Form-I under sub-rule (2) of rule 9, the association shall engage a promoter/ consultant and shall cause it to prepare and submit a detailed redevelopment report and the same shall be placed before the association for approval.

(3) The detailed redevelopment report shall contain the carpet area, alternative accommodation or payment of rent, security deposit, vacant area, garden, parking, building specifications, common areas, recreation facilities and amenities to be provided to the apartment owners, the approvals/permissions from all statutory bodies required to be obtained under the applicable laws, time-limit for completion of the re-development project; and such other matters as may be necessary for redevelopment.

**11. Execution of Redevelopment Scheme.–** (1) Pursuant to approval of the detailed redevelopment report, the association shall finalise the terms of the agreement for redevelopment with the promoter and circulate the same to all the apartment owners.

(2) Upon circulation of the draft agreement for redevelopment, the association shall obtain written consent of not less than two-third of the apartment owners in **Form–J,** confirming the terms of the agreement for redevelopment and acknowledging the association's statutory empowerment to sign the agreement for redevelopment.

(3) Based on the due authorisation obtained under sub-rule (2), the association shall enter into the agreement for redevelopment superscribed as 'redevelopment scheme' with the promoter.

(4) The redevelopment scheme, among others, may contain the following, namely:-

(i) the period of completing re-development;

(ii) re-adjustment of undivided share of land as may be required;

(iii) re-allocation of apartments together with the proportionate undivided share;

(iv) alternate accommodation to the apartment owners till the re-developed apartment is handed over, or cash in lieu of existing premises or any combination;

(v) right and authority of the promoter to sell and/or transfer and dispose of the apartments allocated to the promoter;

(vi) carpet area and the percentage of undivided share of land of each apartment to be constructed under the redevelopment scheme;

(vii) the procedure for allotment of apartments to the existing and new apartment owners;

(viii) common amenities to be provided in the redeveloped project;

(ix) bank guarantee, security deposit, caution deposit, if any, as may be agreed to by the parties;

(x) consequence of default or breach of any of the conditions of agreement; and

(xi) such other matters as agreed by the parties.

**12. Submission of redevelopment scheme.– (**1) The association shall submit the redevelopment scheme to the authority specified in sub-rule (2) of rule 9 in **Form–K,** in triplicate within a period of thirty days from the date of execution. The said authority shall verify and authenticate the same together with the annexures, put its signature with date and set its seal on the body of the redevelopment scheme and retain a copy of the same for its records and return one copy each to the promoter and the association.

(2) Pursuant to the authentication of the redevelopment scheme by the said authority under sub-rule (1), no change shall be effected in the redevelopment scheme except with approval of the said authority on joint application by the association and promoter.

(3) Within a period of ninety days from the date of authentication of Form-K by the authority under sub-rule (1) the promoter and the association shall register the redevelopment scheme with the jurisdictional Office of the Sub-Registrar.

Explanation.– For redevelopment schemes, the stamp duty and registration fee shall be as applicable on joint development agreement.

**13. Handover of vacant possession. –** (1) Within a period of thirty days from the date of receipt of the authenticated copy of the redevelopment scheme, the association shall serve notice to all the apartment owners/occupants of the project to handover the vacant possession of the apartment to the promoter in the manner as agreed under the redevelopment scheme.

(2) If any person does not vacate or refuse to handover vacant possession of the apartment, the association shall make an application to the said authority, for summary eviction of such occupants.

(3) If any person resists or obstructs the authority specified in rule 9 in eviction, the authority shall inform the concerned area station house officer of police department in writing, to provide adequate police personnel, as may be necessary, to effect summary eviction.

**14. Statement of apartment allocation. –** (1) Within a period of ninety days from obtaining sanctioned plan for redevelopment by the promoter, the association and the promoter shall jointly submit the details of the units allocated to the existing apartment owners and promoter as agreed under the redevelopment scheme to the authority specified in rule 9 in **Form-L,** in triplicate.

(2) Upon receipt of form under sub-rule (1), the authority shall verify and make an endorsement on Form-L testifying its acknowledgment, put its signature with date and set its seal and return one certified copy each to the promoter and the association.

(3) The association shall distribute copies of Form-L acknowledged by the said Authority to all the apartment owners.

**15. Handover Certificate under redevelopment scheme.–** (1) The promoter shall handover the redeveloped apartment by issuing a handover certificate in **Form-M** to the existing apartment owners.

(2) The units allocated to the promoter under the redevelopment scheme may be transferred to new allottees by execution of appropriate conveyance deed.

**16. Finance, Audit and Accounts.–** (1) The association or federation, as the case may be, shall appoint an auditor who shall be a practicing chartered accountant. The auditor so appointed, shall be entitled to call for and examine any documents belonging to the association or federation, relating to the project and shall specifically report to the association or federation, as the case may be, upon any matter connected with the account which appears to be incorrect or not in accordance with law to the association.

(2) The association or federation, as the case may be, shall submit the auditor's report, authenticated copy of receipts and expenditure account, and the balance sheet and statement of the names, addresses and occupation of the members of the association of federation to the competent authority within six months after 31st March of every financial year.

**17. Form and manner of filing complaint.**— The association or an apartment owner may file a complaint to the competent authority against the board of managers of an association for their failure to perform their function under section 25 of the Act in **Form-N.**

**18. Rate of interest.**— The rate of interest payable by the apartment owner to the Association for the delay in payment of charges under sub-section (1) of section 18 of the Act shall be the State Bank of India highest Marginal Cost of Lending Rate for the time being in force plus two per cent:

Provided that in case the State Bank of India Marginal Cost of Lending Rate is not in use, it would be replaced by such benchmark lending rates which the State Bank of India may fix from time to time for lending to the general public.

**19. Inspection of register and indexes and to give certified copies of entries.**— (1) Subject to the payment of the fees as specified in the Schedule, the copies of entries maintained by the concerned authorities shall be given to all persons applying for such copies.

(2) All copies given under this rule shall be signed and sealed by the authorities concerned and shall be admissible for the purpose of proving the contents of the original documents.

**20. Establishment of web portal.**— The authorities concerned shall establish a web-based online system for submitting the forms under this Rules.

SCHEDULE

(*see* rules 3, 4, 5, 6 and 19)

| **PARTICULARS** | **FEE (in Rs.)** |
|---|---|
| Declaration under section 4 | (1) For building containing four apartments but less than fifty apartments - Rs.5000/-<br>(2) For building containing more than fifty apartments but less than hundred apartments - Rs.7500/-<br>(3) For building containing more than hundred apartments - Rs.10,000/- |
| Declaration of federation under Section 10 | (1) For the federation containing two or more societies or associations but less than five - Rs.20,000/-<br>(2) For the federation containing five or more societies or associations but less than ten - Rs.30,000/-<br>(3) For the federation containing ten or more societies or associations - Rs.50,000/- |
| Amendment of declaration under section 5 | Rs.5,000/- |
| Scrutiny fee for registration of bye-laws under rule 5 & 6. | Rs.500/- |
| Copies of entries under rule 19. | Rs.5/- per page |

KAKARLA USHA,
*Principal Secretary To Government.*

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**ANNEXURE**

**FORM-A**

**[see rule 3(1) and (2)]**

**DECLARATION**

I/we,

(In case of majority of apartment owner(s) in the absence of Society)

the majority of apartment owners as enlisted in Schedule 'I'

Or

(in case of society representing majority of apartment owners)

[insert name], a Society registered under Tamil Nadu Co-operative Societies Act, 1983 or Tamil Nadu Societies Registration Act, 1975, having its registered office at [insert address], represented herein by Mr./Ms.[insert name], [insert designation], authorized *vide* resolution dated [insert date]

Or

(In case of promoter)

-If promoter is a company

M/s.[insert name] (CIN no.[ ] ), a company incorporated under the provisions of the Companies Act, [1956 or 2013], having its registered office at [insert address] (PAN [ ] ), represented by its authorized signatory [insert name] authorized VIDE board resolution dated [insert date ]

-If promoter is a partnership firm

[insert name], a partnership firm registered under the Indian Partnership Act,1932, having its principal place of business at [insert address ], (PAN [ ]), represented by its Partner [insert name] authorized VIDE [ ]

-If promoter is an individual

Mr. / Ms.[insert name ] , (Aadhar no.[ ] ) (PAN [ ] ) son /daughter of [insert name ], aged about [insert age ] , residing at [insert address].

…in pursuance of Section 4 of the Tamil Nadu Apartment Ownership Act, 2022, (Tamil Nadu Act 44 of 2022) we submit the following particulars of the project together with common areas and facilities:-

(1) Authenticated copies of the planning permit bearing no.[insert details] dated [insert date], building permit bearing no.[ insert details] dated [insert date] and copy of the approved building plan are appended herewith as **Annexure 'I',** collectively.

(2) A copy of relevant Completion Certificate issued by [insert details] dated [insert date] bearing no. [insert details] is appended herewith as **Annexure 'II'** (if applicable as per development regulations).

(3) I/we, do hereby furnish further the following particulars:

A. Description of the project:

| | |
|---|---|
| Name of the project | |
| Number of towers | |
| Number of apartments | |
| Existing encumbrances, if any, affecting the project | |
| Other particulars, if any | |

B. Description of each and every apartment in the project:

| S. No. | Apartment/ Unit No. | Tower | Floor | Carpet area | UDS | Percentage of un divided interest in the common areas and facilities | Eligible percentage of vote | Name of the apartment owner | Nature of use (Residential/ commercial) |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

Note – For standalone projects, the aggregate of UDS distributed to the units shall correlate with the total site area excluding the lands gifted to the statutory authorities as part of development of the project.

C. Details of the common area and facilities to which the present declaration relates-

| S. No. | Description of common areas and facilities provided in the Project |
|---|---|
| (1) | (2) |

D. Description of limited common areas and facilities-

(i) Car Parking Allocation Sheet:

| S. No. | Nature of Car Parking (Open/ Covered/ Basement/ Stilt) | Car Parking number | Apartment to which its reserved (if applicable) or reserved for future allocation |
|---|---|---|---|
| (1) | (2) | (3) | (4) |

(ii) Description of limited common areas and facilities other than car parking spaces:

| S. No. | Description of Limited common areas and facilities (such as exclusive balcony, exclusive terrace area etc.) | Area (in sq.ft) | Apartment to which its reserved for use |
|---|---|---|---|
| (1) | (2) | (3) | (4) |

E. I/We, do hereby further declare, covenant and undertake as follows:

(i) That the right, title and interest of each apartment owner in the common areas and facilities and their proportionate share in the profits and common expenses in the said common areas and facilities as well as the proportionate representation for voting purposes in the meeting of the association of apartment owners shall be in the proportion as mentioned above.

(ii) That the administration of apartments in the project shall be in accordance with the provisions of this declaration and with the provisions of the bye-laws.

(iii) That the undivided interest in the common areas and facilities and/or limited common areas and facilities shall not be changed or 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.

(iv) That each apartment owner shall comply with the provisions of this declaration 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.

(v) That no apartment owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas and facilities and/or limited common areas and facilities or by the abandonment of his apartment.

(vi) All sums assessed by the association of apartment owners but unpaid for the share of the common expenses chargeable to any apartment shall constitute a charge on such apartment.

(vii) That all present or future apartment owners, tenants, future tenants or any other person that might use the common areas and facilities and limited common areas and facilities of the building in any manner are subject to the provisions of this declaration.

(viii) That where an apartment is sold by a mortgagee 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 mortgagee against the owner of such apartment, then, the mortgagee or the purchaser who derived title to the apartment at such sale or his successors or assigns shall be liable for dues section 22 of the Tamil Nadu Apartment Ownership Act, 2022.

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(ix) That in a voluntary conveyance of an apartment, the transferee of the apartment shall be jointly and severally liable with the transferor 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 transfer or conveyance without prejudice to the transferee's right to recover from the owner the amounts paid by the grantee therefore.

In witness I/we have set or 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 _____

(1) Mr./Ms _____ Signature of promoter / majority

(2) Mr./Ms. _____ Apartment owners of the property/Society

(3) Mr./Ms.

And so on

Date:

Place

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**ENDORSEMENT OF DECLARATION**

(to be filled by the concerned Competent Authority if declaration is in order)

Declaration No. ..... dated..... office of the.....

The Declaration submitted has been scrutinised and accepted.

Seal & Signature of the Competent Authority

(one copy of the endorsed declaration to be returned to the Applicant)

To

Applicant

.....

.....

.....

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**FORM–B**

**(see rule 3 (4))**

**(APPLICATION FOR FORMATION OF FEDERATION)**

1. We, the President and Treasurer of all constituent associations/societies

[and the Promoter as the representative of future associations/ development] *(for projects falling under proviso of sub-rule (4) of rule 3)*

in pursuance of section 10 of the Tamil Nadu Apartment Ownership Act, 2022 (Tamil Nadu Act 44 of 2022) hereby declare that we intend to form a Federation comprising the following constituent associations/societies to maintain the collective common areas and facilities:

| S. No. | Name of the constituent association or society / [promoter (in case of projects having future development)] | Certificate of Registration of bye-laws as per sub-rule (2) of rule 5 | Phase/ Tower no. / permissible area of future develop ment | Corresponding percentage of undivided interest of the phase/ tower in the project | Name of the President & Treasurer/ [promoter as representative of future associations] |
|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) |

2. We hereby enclose that the copies of the independent declarations dated [ ] bearing no. [ ] registered with the competent authority.

3. We declare that the president & treasurer of each constituent association/society shall be the members of the federation representing their respective association/society.

We declare that the information given above, including those in the enclosures are true to the best of our knowledge.

In witness I/we have set or 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 _____

(1) Mr./Ms _____ (name) _____ (President of [ ] Association/society)

(2) Mr./Ms. _____(name) _____ (President of [ ] Association/society)

(Name and Signature of President and Treasurer of all constituent societies and association)

(3) _____ (name of the Promoter) [representative of association of apartment owners to be formed]

Date:

Place: Signature of applicant

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**FORM-C**

**[see rule 3(5)]**

**CERTIFICATE OF REGISTRATION OF FEDERATION**

**Federation Registration No. ..... of 202[ ]**

Pursuant to submission of application in Form B dated [*insert date*], I hereby certify that [*insert name of Federation*] is registered as a FEDERATION under section 10 of the Tamil Nadu Apartment Ownership Act, 2022 (Tamil Nadu Act 44 of 2022) comprising the following constituent Associations or Societies:

(i)

(ii)

(..)

Date of Registration *[insert date]*

Signature of the Competent Authority

Place:

Date:

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**FORM-D**

**[see rule 3 (6)]**

**(DECLARATION OF COLLECTIVE COMMON AREAS AND FACILITIES OF FEDERATION)**

[*insert name*] Federation bearing registration no. [*insert number*]

in pursuance of section 10 of the Tamil Nadu Apartment Ownership Act, 2022, hereby declare the collective common areas and facilities intended to be administered and maintained by the federation.

1. We hereby enclose that the copies of the independent declarations dated [ ] bearing no.[ ] registered with the competent authority

2. We declare that the federation is duly registered with the competent authority and the certificate of registration dated [ ] is enclosed.

3. We do hereby furnish the following particulars:

A. Description:

(i) Name of the project (including name of each phase, if applicable):

(ii) Area and description of collective common areas and facilities to be administered by the federation:

(a)

(b)

(c)

(..)

B. Percentage of interest in the collective common areas and facilities corresponding to each constituent association/ society *(calculated in proportion of the total carpet area of individual association/society to the aggregate carpet area of all constituent association/society)*

C. In addition to covenants under the respective declarations, we do hereby declare and undertake the following:

(i) That the collective common areas and facilities of federation shall remain undivided and no constituent society or association or member of such society or association or any other person shall bring any action for partition or division of any part thereof.

(ii) That no constituent society or association shall do anything which would be prejudicial to the soundness and safety of the property or reduce the value thereof or impair any easement or hereditament or shall add any material structure or excavate any structure.

(iii) That for the proper and effective administration of a property and for due maintenance, repair and replacement of the collective common areas and facilities of the federation, the constituent association or society shall strictly comply with the provisions of the said act and the bye-laws made thereunder and shall pay their proportionate share of common expenses as assessed by the federation, and that the failure to comply with any such requirement shall be a ground for action for damages or for other reliefs or relief at the instance of the federation.

(iv) reliefs or relief at the instance of the federation.

Truly,

Chairman of [ ] Federation

Date:

Place:

Enclosures :-

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**FORM-E**

**(see rule 4)**

**APPLICATION FOR AMENDMENT OF DECLARATION**

I. In case of amendment to declaration under section 5(1) (i) and (ii)- Amendment for rectification of bonafide mistake/alteration/modification

To,

The Competent Authority

_____

_____

1. (For Majority of owners/promoter/association) That the property at [ ] was submitted to the provisions of the Tamil Nadu Apartment Ownership Act, 2022 vide declaration dated [ ] bearing endorsement no. [ ] in conformity with Section 4 of the said Act.

(Or)

(For Federation) That [ ] federation was formed for the property at [ ] vide Declaration dated [ ] bearing no.[ ] in conformity with section 10 of the Tamil Nadu Apartment Ownership Act, 2022

2. That it is necessary in the following circumstances to amend the said declaration/declaration of federation, namely :

(a) ___

(b) ___

(c) ___

3. That in the circumstances stated in paragraph 2 hereof, the following amendment(s) may be allowed namely:

1. the entries "_____" appearing ____ in the declaration/declaration of federation to be amended be substituted by entries "_____"

(ii) _____-

4. (For majority of owners/promoter/association) That an amended declaration incorporating therein the amendments to be effected is submitted along with this application in form 'A' superscribed as 'Amended Declaration'.

(Or)

(For federation) That an amended declaration incorporating therein the amendments to be effected is submitted along with this application in form 'B' superscribed as 'Amended Declaration'.

The applicants pray (s) that the amendment(s) aforesaid be accepted and that the fresh amended declaration submitted along with this application shall be substituted in place of the said declaration dated [ ] bearing endorsement no.[ ].

Signature of the applicant

Date:

Place:

**II. In case of amendment to declaration consequence of Redevelopment under section 5(1)(iii) r/w section 13**

To,

The Competent Authority of the Tamil Nadu Apartment Ownership Act, 2022

1. That the project together with common areas and facilities was submitted to the provisions of the Tamil Nadu Apartment Ownership Act, 2022 vide declaration dated [ ] bearing endorsement no. [ ].

2. That pursuant to the implementation of the re-development scheme dated [ ] registered as doc.no. [ ], it is necessary to substitute the following particulars of the said Declaration with the following table, namely:

A. Description of the project:

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| | |
|---|---|
| Name of the project | |
| Number of towers | |
| Number of apartments | |
| Existing encumbrances, if any, affecting the project | |
| Other particulars, if any | |

B. Description of each and every apartment in the project

| S. No. | Apartment/ Unit No. | Tower | Floor | Carpet area | UDS | percentage of undivided interest in the common areas and facilities | Eligible percentage of vote | Name of the apartment owner | Nature of use (Residential/ commercial) |
|---|---|---|---|---|---|---|---|---|---|
| (1) | (2) | (3) | (4) | (5) | (6) | (7) | (8) | (9) | (10) |

C. Details of the common area and facilities to which the present declaration relates-

| S. No. | Description of common areas and facilities provided in the Project |
|---|---|
| (1) | (2) |

D. Description of limited common areas and facilities-

(i) Car Parking Allocation Sheet:

| S.No. | Nature of Car Parking (Open/Covered/ Basement/Stilt) | Car Parking number | Apartment to which its reserved (if applicable) or reserved for future allocation |
|---|---|---|---|
| (1) | (2) | (3) | (4) |

(ii) Description of limited common areas and facilities other than car parking spaces:

| S. No. | Description of Limited common areas and facilities (such as exclusive balcony, exclusive terrace area etc.) | Area (in sq.ft) | Apartment to which its reserved for use |
|---|---|---|---|
| (1) | (2) | (3) | (4) |

3. That an amended declaration incorporating therein the amendments to be effected is submitted along with this application in form 'A' superscribed as 'Amended Declaration'

The applicants pray (s) that the amendment(s) aforesaid be accepted and that the fresh amended declaration submitted along with this application be substituted in place of the said declaration dated [ ] bearing endorsement no.[ ].

(Signature of applicant)

Date:

Place:

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**FORM-F**

**(see rule 5 (2))**

**CERTIFICATE OF REGISTRATION OF BYE-LAWS**

**Registration No. ..... of 20[ ]**

I hereby certify that the bye-laws of [insert name of the Association] is registered in pursuance of sub-section (3) of section 6 read with rule 5 of the Tamil Nadu Apartment Ownership Act, 2022. A copy of the registered bye-laws of the Association is appended to this Certificate.

You are hereby directed to intimate the Competent Authority the names of the President and Board of Managers in Form 'G' within a period of ninety days from date of registration.

Date of Registration [insert date]

Signature of the Competent Authority

Place:

Date:

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**FORM-G**

**[see rules 5(4) and 6(1)]**

**INTIMATION OF FORMATION OF ASSOCIATION**

To,

The Competent Authority

_____

_____

Sir,

We have already submitted the property situated at [ ] to the provisions of the Tamil Nadu Apartment Ownership Act, 2022 *vide* declaration dated [Insert date] bearing no [insert endorsement number].

*(in case of absence of existing society on the date of commencement of Act)* [In due compliance of sections 6 and 7 of the Tamil Nadu Apartment Ownership Act, 2022, the bye-laws for the formation of association of Apartment owners under the name and style of [insert name of the Association] has been registered by the Competent Authority vide Certificate of Registration of bye-laws dated [Insert date] bearing no. [insert registration number].

We hereby submit that in a general meeting held on [Insert date ] (date) presided over by [insert name of the apartment owner], the association of apartment owners under the name and style of [insert name] for the Schedule Property has been formed as per the registered bye-laws.In due compliance of rule 5 of the Tamil Nadu Apartment Ownership Rules, 2024 , we have duly elected the following members as President and Board of Managers of the Association in the said meeting:]

(in case of society in existence as on date of commencement of Act) [our Society has been registered under the name and style of [insert name of the society] under Tamil Nadu Co-operative Societies Act, 1983/Tamil Nadu Societies Registration Act, 1975 as on date of commencement of the Tamil Nadu Apartment Ownership Act, 2022. The Certificate of Registration of [insert name of the society] Society dated [insert date] bearing no. [insert registration number] is appended as Annexure 'I'.

We conform and submit that the bye-laws of [insert name of the society] Society dated [insert date] is amended to be/is in consonance with the provisions of the Tamil Nadu Apartment Ownership Act, 2022 and a copy of the authenticated bye-laws notarized by Notary Public is appended as Annexure 'II'.

In compliance with section 7 of the Tamil Nadu Apartment Ownership Act, 2022, the details of the President and the Board of Managers of the Society are herein below:]

(1) [ ] (President)

(2) [ ] (Board of Managers)

(3) [ ]

Truly,

President of [ ] Association

Date:

Place:

**FORM-H**

**[see rule 6 (2)]**

**ACKNOWLEDGEMENT OF BYE-LAWS**

Acknowledgement under the TN Apartment ownership Act 2022

**Acknowledgement No. ..... of 20[ ]**

I hereby confirm that the bye-laws of [insert name of the society] SOCIETY is in consonance with the Tamil Nadu Apartment Ownership Act, 2022 (Tamil Nadu Act 44 of 2022)

A copy of the said bye-laws of the [ ] Society is appended herewith.

Date of Acknowledgement: [ ]

Signature of the Competent Authority

Place:

Date:

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**FORM-I**

**(SEE RULE 9 (2))**

**INTIMATION TO COMPETENT AUTHORITY ON IN-PRINCIPLE DECISION ON RE-DEVELOPMENT**

To,

The .....

(Authority specified in sub-rule (2) of rule (9))

Ref. –

(1) Certificate of Registration dated [insert date] bearing no.[insert registration]

(2) Special general meeting conducted on [insert date]

(3) Two-third written consent obtained from the apartment owners for redevelopment

(4) Resolution dated [insert date] on in-principle decision on redevelopment

Sir,

In pursuance of the special general meeting cited in reference (2) above, we have obtained in-principle consent for redevelopment in writing from [insert detail] number of apartment owners out of [ ] total number of apartments, which is over and above the two-third consent mandated under section 13 (a) of the Tamil Nadu Apartment Ownership Act, 2022.

Pursuant to obtaining the required consent, it was resolved to appoint a consultant/promoter for studying the viability of redevelopment of the project.

The copies of the consent obtained from the apartment owners is enclosed as **Annexure I.**

The details of the apartment owners who have provided consent and who have not provided express consent is enumerated in **Annexure II.**

We declare that the information given above including those in the enclosures are true to the best of our knowledge.

Truly,

President, [ ] Association

**ANNEXURE-II- Details of consented apartment owners and the apartment owners who have not provided express consent**

| **I.CONSENTED APARTMENT OWNERS** | | | |
|---|---|---|---|
| **Sl. no.** | **Name of the Apartment Owner** | **Apartment no./Floor/ Block** | **Address for communication** |
| **(1)** | **(2)** | **(3)** | **(4)** |
| | | | |
| | | | |
| **II. APARTMENT OWNERS NOT PROVIDED EXPRESS CONSENT** | | | |
| **Sl. no.** | **Name of the Apartment Owner** | **Apartment no./Floor/ Block** | **Address for communication** |
| **(1)** | **(2)** | **(3)** | **(4)** |
| | | | |

Encl:

(1) Annexure I- Written Consent obtained from apartment owners

(2) Annexure II- Details of Apartment Owners who have provided consent and apartment owners who have not provided express consent for appointment of Consultant

(3) Extract of Resolution authorising the Authorised Signatory to file Form F

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**FORM-J**

**[see rule 11 (2)]**

**CONSENT LETTER FOR REDEVELOPMENT SCHEME**

(***To be duly authenticated by Notary Public***)

Name/s:

Apartment no:

PAN Number :

Address for communication:

Email Id:

Phone no:

Copy of Identification proof: (enclose- PAN/Aadhar/Voter/License):

I, [ ], s.o/d.o/w.o aged about [ ] years, member of [ ] Association and owner of Apartment bearing No. [ ], morefully described in the Schedule hereunder.

I have read and understood the terms and conditions stipulated in the draft Redevelopment Scheme and herewith give our express consent & acknowledge the authority of the [ ] Association to execute the Redevelopment Scheme with the promoter for the redevelopment of the schedule property under Section 13 and 23 of the Tamil Nadu Apartment Ownership Act, 2022 including submitting the redevelopment scheme for registration with the registering authority.

SCHEDULE PROPERTY

[ ]

Signature of the Apartment Owner

Date :

Place :

**FORM-K**

**[see rule 12 (1)]**

**SUBMISSION OF THE REDEVELOPMENT SCHEME TO THE COMPETENT AUTHORITY**

To

The .....

(Authority specified in sub-rule (2) of rule (9))

Sir,

We hereby submit the following details with necessary enclosures for implementation of the re-development scheme:

| Sl. no | NATURE OF DOCUMENTS | PARTICULARS | DOCUMENTS ENCLOSED |
|---|---|---|---|
| (1) | (2) | (3) | (4) |
| 1. | Date and endorsement number of declaration | [ ] | |
| 2. | Name of the association/society | [ ] | |
| 3. | Date & registration number of Certificate of Registration of association/society | [ ] | |
| 4. | Total number of apartments in the project | | |
| 5. | List of consented apartment owners for studying the viability of redevelopment scheme (minimum of two-third) | [insert number of apartment owners consented] | Annexure I |
| 6. | Name & details of the consultant appointed by association for redevelopment | [ ] | |

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| Sl. no | NATURE OF DOCUMENTS | PARTICULARS | DOCUMENTS ENCLOSED |
|---|---|---|---|
| (1) | (2) | (3) | (4) |
| 7. | Date of approval of detailed redevelopment report as provided in sub-rule (1) of rule 11 | [ ] | Annexure II - approved detailed redevelopment report |
| 8. | True copy of the Letter of consent and authorisation from apartment owners for execution of redevelopment scheme by the association (minimum of two-third apartment owners) | | Annexure III (In prescribed format Form J) |
| 9. | List of apartment owners who have not provided express consent for execution of redevelopment scheme | | Annexure IV |
| 10. | Date of redevelopment scheme | | Annexure V - Signed Redevelopment scheme |

We declare that the information given above including those in the enclosures are true to the best of our knowledge.

Truly,

President of [ ] Association

Enclosure :-

consent letters in Form-J.

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**FORM-L**

**(See rule 14)**

**STATEMENT OF UDS OF LAND & ALLOTMENT OF APARTMENTS**

**CATEGORY-A (details of apartments to be handed over to the existing apartment owners)**

| Details of apartment owner I | | Prior Redevelopment Scheme II | | | | | | Subsequent to Redevelopment scheme III | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| S.No. | Name of the apartment Owner | Details of Original Apartment | | | BUA/ Carpet area | UDS | Previous reg. document of the Owner to establish title | Details of Reallotted Apartment | | | Carpet area | Retained UDS | Proportionate common areas | Nature of use |
| (1) | (2) | (3) | | | (4) | (5) | (6) | (7) | | | (8) | (9) | (10) | (11) |
| | | No | Floor | Block/ tower | | | | No | Floor | Block/tower | | | | |

**CATEGORY-B (details of apartments for sale to new allottees)**

| S.No. | Apartment no | Details of new apartments | | | Carpet area | Proportionate UDS | Nature of use |
|---|---|---|---|---|---|---|---|
| (1) | (2) | (3) | | | (4) | (5) | (6) |
| | | No | Floor | Block/tower | | | |

ASSOCIATION & PROMOTER

DATE:

PLACE :

Encl- Re-development scheme dated [ ] between [ ] association and [ ] promoter

Verified e-Register Digitally Signed

## FORM-M

**[see rule 15 (1)]**

## HANDOVER CERTIFICATE

Adj. No. Dated [ ]

In pursuance to the implementation of the Redevelopment Scheme dated [insert date] registered as Doc. No. [insert registration no.]under section 13 of the Tamil Nadu Apartment Ownership Act, 2022, in lieu of the apartment more fully detailed in Schedule 'A' originally owned by Sri / Smt. [insert name] S/o / D/o W/o [insert name ] ('Apartment Owner') acquired vide Document no.[ ], the apartment more fully detailed in Schedule 'B' ('Schedule Property') is handed over to the Apartment Owner.

Physical possession of the Schedule Property is duly handed over to the Apartment Owner and the Apartment Owner hereby confirms having received such peaceful and vacant possession herein this day.

SCHEDULE-A

(description of apartment provided for redevelopment)

Apartment bearing no. [ ] having a carpet area of [ ] sq.ft. in the [ ] floor, [ ] tower/block (if applicable) along with exclusive usage rights in reserved car parking no. [ ] (if applicable) in the property namely [ ] (if applicable) together with [ ] undivided share in [ ] sq. ft. comprised in survey numbers [ ] situated at Village [ ] Taluk [ ] District [ ]; the land being bounded on the:

North by

South by

East by

West by

SCHEDULE-B

(description of reallotted apartment)

Apartment bearing no. [ ] having a carpet area of [ ] sq.ft. in the [ ] floor, [ ] tower/block along with exclusive usage rights in reserved car parking No.[ ] in the property namely [ ]; together with [ ] undivided share in [ ] sq. ft. comprised in survey numbers [ ] situated at Village [ ] Taluk [ ] District [ ]; the land being bounded on the:

North by

South by

East by

West by

Place:

[ ]

Promoter

## FORM-N

**(See rule 17)**

## COMPLAINT

BEFORE THE COMPETENT AUTHORITY

Complaint No.[ ] of 20[ ]

A. Name of the Complainant

B. Name of the Respondent

DETAILS OF APPLICATION

1. Particulars of Complainant
   (a) Name of the Complainant
   (b) Address of service of all notices

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2. Particulars of Respondent
   (a) Name of the Respondent
   (b) Address of service of all notices
3. Material facts:
4. Grounds of Complaint:
5. Interim relief, if any, prayed for:
6. Final relief prayed for:
7. Documents relied upon
   (a)
   (b)

**VERIFICATION**

I [insert name ] s.o/d.o/w.o, [insert name], aged [insert age ] years, residing at [insert address]do hereby verify that the contents of paras [ ] to [ ] are true to my personal knowledge and paras [ ] to [ ] believed to be true on legal advice received and I hereby declare that I have not suppressed any material facts.

Signature of complainant

Date :

Place :

KAKARLA USHA,
*Principal Secretary To Government.*

// FORWARDED BY ORDER //

SECTION OFFICER.

**APPENDIX.**

**(see rule 5)**

**MODEL BYE-LAWS**

**CHAPTER I**

**PRELIMINARY**

1. Name of the Association of Apartment Owners
2. Registered office of Association
3. Definitions
4. Aims and objects of the Association

**CHAPTER II**

**MEMBERS, VOTING & RESOLUTION**

5. Members of Association
6. Voting
7. Resolution

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**CHAPTER III**

**ADMINISTRATION**

8. General Body Meeting of Association
9. Special General Meeting of Association
10. Annual General Meeting of Association
11. Board of Managers
12. Powers & Duties of Board
13. Meetings of Board of Managers & business to be transacted
14. Appointment of Staff

**CHAPTER IV**

**ASSESSMENT OF COMMON EXPENSES BY ASSOCIATION & REALISATION**

15. Assessment of share of common expenses
16. Manner of payment of common expenses
17. Preparation & publication of list of defaulters
18. Steps to be taken for realisation

**CHAPTER V**

**DUTIES & OBLIGATIONS OF APARTMENT OWNERS**

19. Duties of apartment owners
20. Transfer of apartment to be notified to Board
21. Use of common areas and facilities
22. Restrictions on certain acts

**CHAPTER VI**

**FUNDS & INVESTMENTS**

23. Deployment of Funds
24. Maintenance of Accounts
25. Publication of audited annual financial statements

**CHAPTER VII**

**FEDERATION**

26. Formation
27. Members of Federation
28. Chairman of Federation
29. Collective common areas & facilities

**CHAPTER VIII**

**MISCELLAENOUS**

30. Compliance of bye-laws
31. Seal of Association
32. Amendment of bye-laws

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## MODEL BYE-LAWS

BYE LAWS OF ……

## CHAPTER I

## PRELIMINARY

**1. Name of the Association of Apartment Owners.—**

The name of the Association shall be [ ]

**2. Registered office.—**

The Registered office of the Association shall be at [ ]

**3. Definitions.—** (1) In these bye-laws, unless the context otherwise requires:

(i) **"Act"** means the Tamil Nadu Apartment Ownership Act, 2022 (Tamil Nadu Act 44 of 2022).

(ii) **"Board"** means Board of Managers of an Association;

(iii) **"Board of Managers"** shall consist of President, Vice President, Secretary, Treasurer, and the members of the Board appointed under sub-clause (1) of clause (11) of this Bye-Law;

(iv) **"Extra Ordinary Resolution"** means a resolution passed with the consent of not less than two-third of total members of association;

(v) **"Financial Year"** means the year commencing on the first day of April;

(vi) **"Member"** means a member of an Association;

(vii) **"Ordinary Resolution"** means a resolution passed with consent of not less than fifty one percent of the members present and voting;

(viii) **"Reserved Matters"** means the list of matters enumerated in Annexure A herewith, the decisions in respect of these matters can be taken only in Special General Meeting held in accordance with bye-laws;

(ix) **"Special Resolution** means a resolution passed with consent of not less than two-thirds of the members present and voting;

(x) **"Rules"** means the Tamil Nadu Apartment Ownership Rules, 2024;

(xi) **"Section"** means a section of the Act.

(2) Words and expressions used herein and not defined in these bye- laws but defined in the Act or the Rules, shall have the same meaning as have been respectively assigned to them in the Act or the Rules.

**4. Aims and objects of the Association.—** The aims and objects of the Association are to-

(1) protect the legitimate rights, privileges and interest of all its members, without prejudice or favour to none;

(2) impose and collect the proportionate share of the common expenses from the members;

(3) impose such restrictions in the use and maintenance of the apartments and common areas and facilities including limited common areas and facilities;

(4) maintain the financial records and book of Accounts;

(5) facilitate redevelopment of the project in due compliance of the provision of the Act and Rules;

(6) enter into agreements / contracts / understanding with third parties in the interest of the association;

(7) raise additional funds, if necessary, with the consent of the members, to finance the objects described above; and

(8) provide for and do any other act for the administration of the property in accordance with Act and Rules.

## CHAPTER II

## MEMBER OF ASSOCIATION, VOTING&RESOLUTION

**5. Members of the Association.—** (1) Every person who owns an apartment in the project/property shall be a member of the Association and all members shall strictly adhere to these bye-laws.

(2) Where an apartment is owned by two or more persons, the person whose name stands first in the transfer deed of such apartment shall become member of the Association, unless such joint owners nominate one amongst them to be a member of association in respect of such apartment.

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(3) Upon any Member transferring his apartment in the project, the transferee shall become a Member of the Association upon the transfer of such apartment. The owner/transferor shall notify the Association before transferring his apartment under clause (21) of this Bye-laws.

(4) It is the duty of every apartment owner to bring these bye-laws to the notice of his/her tenant. In any event, all residents will be deemed to have knowledge of these bye-laws and shall be bound by the same.

**6. Voting.—** (1) Each member shall be entitled to such percentage of vote as assigned in the Declaration registered with the Competent Authority under Section 4 of the Act.

(2) Votes may be cast in person or through duly authorised proxy. The authority to a proxy must be in writing. The proxy need not be a member, but no person shall act as proxy for more than one member. The role of proxy is only restricted to the extent of casting of votes as authorised by the Member. The proxy cannot participate in the deliberations of the meeting.

**7. Resolution.-** (1) Matters to be decided by Ordinary Resolution-

(i) Overall upkeep and maintenance of the Project without making any additional impact on finance.

(ii) All day to day functioning regarding the maintenance of the Project.

(2) Matters to be decided by Special Resolution-

(i) Expulsion/removal of any member

(ii) Matters pertaining to maintenance which may impact the Budget and/or Finance.

(3) Matters to be decided by Extra Ordinary Resolution-

(i) Amendment of bye-laws

(ii) Amendment of Declaration/Federation

(iii) Redevelopment of the project/property

## CHAPTER III

## ADMINISTRATION

**8. General Body Meetings of Association.—** (1) The General Body Meeting of the Association shall be convened as often as considered necessary by the President or on a petition signed by one fourth of the members of the Association.

(2) Notice of every General Body Meeting shall be given to all Members at least seven days prior to the date of such Meeting. The notice shall contain the day, hour, place and object of the meeting. Notice may be sent by email or any other electronic mode:

Provided that if the General Body Meeting of the Association cannot be held physically, the meeting may be conducted online and the proceedings shall be recorded.

(3) The General Body Meeting shall be presided over by the President, or in his absence the Vice-President.

(4) The quorum of the General Body Meeting shall be one third of the total members of the association, subject to a minimum of three.

(5) The notice shall also be displayed on the notice boards of the Project. No notice shall be required to be sent in respect of any adjourned meeting.

(6) Any member unable to be present in-person for a meeting, may choose to participate in the said meeting through video conferencing and this shall be considered as attendance by the Member for the purpose of casting vote during the meeting

**9. Annual General Meeting of Association.—** (1) The first Annual General Meeting of the Association shall be held within a period of sixty days from the date of registration of bye-laws. The first meeting shall be presided over by the member elected from among the members present, prior to the commencement of such meeting. At such meeting, the Board of Managers consisting of the President, Vice President, Secretary, Treasurer, and one member representing each Block/Tower, subject to a maximum of twenty one members in due compliance of sub-rule (2) of rule 7, shall be elected by secret ballot by the members and the elected President shall intimate the names of the Board of Managers to the Competent Authority along with a copy of the resolution and attendance sheet as stipulated under sub-rule (4) of rule 5 of the Tamil Nadu Apartment Ownership Rules, 2024 within a period of thirty days following the election. Thereafter, the Annual General Body Meeting of the Association shall be held every year within a period of three months of the closure of the financial year.

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(2) A notice of an Annual General Meeting stating the place, date and hour of the meeting together with a list of businesses to be transacted there at, shall be sent by the President to every member at least twenty one days before the date of the meeting. Notice may be sent by email or any other electronic mode

Provided that if the Annual General Meeting of the Association cannot be held physically the meeting may be conducted online and the proceedings shall be recorded.

(3) The business of the Annual General Meeting of an Association shall be—

(a) to consider the annual report of the Board;

(b) to consider the audit report and the audited annual financial statement of accounts;

(c) to consider and approve the annual budget for the next financial year, including-

(i) determination and assessment of monthly contribution to be made in the next financial year by each apartment owner toward common expenses; and

(ii) retention or letting out of the common areas and facilities for shopping, commercial or other purposes;

(d) to transact any other business that may be laid before the meeting by the Board or be considered by the Annual General Meeting to be necessary for the administration of the property.

(4) The Annual General Meeting shall be presided over by the President, or in his absence, the Vice-President.

(5) The quorum of the Annual General Meeting shall be one third of the total members of the association, subject to a minimum of three.

(6) Every decision shall be taken in the form of resolution and the decision of the Annual General Meeting shall be binding on the Board and all the members of the Association.

(7) At any Annual General Meeting, a resolution put to vote at the meeting shall be decided by show of hands. Where there is equality of votes and the resolution cannot be carried, the President, (in his absence, the Vice-President) shall have an additional/second casting vote.

(8) Any member unable to be present in-person for a meeting, may choose to participate in the said meeting through video conferencing and this shall be considered as attendance by the Member for the purpose of casting vote during the meeting

**10. Special General Meeting of Association.**— (1) The President shall convene Special General Meeting as and when the Board (or) one fourth of the members request to convene such Special General Meeting for decision on any matter listed in the Reserved Matters List in Annexure or for any other business of general importance in the interest of the Association and within the scope of the Act, Rules and these bye-laws.

(2) A notice of a Special General Meeting stating the place, date and hour of the meeting together with a list of businesses to be transacted thereat, shall be sent by the President to every member at least seven days before the date of the meeting and no business other than those mentioned in the said list shall be transacted at such meeting. The Notice may be sent by email or any other electronic mode:

Provided that if the Special General Meeting of the Association cannot be held physically, the meeting may be conducted online and the proceedings shall be recorded:

(3) The Special General Meeting shall be presided over by the President or, in his absence, the Vice-President shall chair the meetings.

(4) Every decision shall be taken in the form of resolution and the decision of the Special General Meeting shall be binding on the Board and all the members of the Association

(5) At any Special General Meeting, a resolution put to vote at the meeting shall be decided by show of hands. Where there is equality of votes and the resolution cannot be carried, the President shall have an additional second/casting vote.

(6) the quorum of the Special General Meeting shall be two third of the total members of the association, subject to a minimum of three.

(7) If on the day of the meeting, a valid quorum is not present within thirty minutes of the scheduled time of the said meeting, the meeting may be reconvened later on the same day or the next day, at the scheduled time and place. Save as Reserved Matters, fulfilment of quorum is not required for such meeting but the agenda for the meeting cannot be changed. It is mandatory that the proceedings/actions of such meeting are confirmed in forthcoming general body meeting.

(8) Every Association shall cause minutes of proceeding of Special General Meeting to be recorded in a book kept for the purpose. The minutes are to be drawn up by the Secretary of the Association and shall be duly signed by the President or the person presiding over the meeting immediately on the termination/conclusion of the meeting or as early thereafter as possible.

(9) The Association shall observe such other procedure in a Special General Meeting as may be determined by its members consistent with these bye-laws.

**11. Board of Managers.**— (1) The Board of Managers shall be a minimum of one-third of the total number of apartment owners of the property but not exceeding twenty one.

(2) The affairs of the Association shall be administered and governed by Board of Managers consisting of the President, Vice President, Secretary, Treasurer, and One Member representative per Block/Tower who shall be elected by the members in the Annual General Meeting.

(3) The term of office of the Board of Mangers shall be for a period of [ ] years. The new Board of Managers shall be elected at the Annual General Meeting before expiry of term of existing Board of Managers. The retiring Managers of Board are eligible for re-election.

(4) Subject to a minimum of three, the quorum for the meetings of the Board shall be one third of the total managers of the Board.

(5) Any apartment owner, who fails to pay in any financial year any instalment of his contribution towards the common expenses which may have been assessed by the concerned Association shall not be entitled–

(i) to vote at any election of the Managers of the Board concerned, and

(ii) to seek election for the office of the Managers of the Board concerned, till all his arrears are cleared.

(6) Any elected member can be removed at any Annual General meeting or any General Body Meeting of the Association by a Special Resolution and thereupon a successor, may, then and there be elected to fill the vacancy thus created by Special Resolution. Any manager whose removal has been proposed must be given an opportunity to make his representation before passing the resolution. The manager so removed shall not be eligible to stand for election for the next three years.

(7) Any vacancies in the Board caused by any reason shall be filled by vote of remaining Board of Managers, even though they may constitute less than a quorum. The Manager so elected shall remain in office until a successor is elected at the next Annual General Meeting of the association.

(8) Any elected member of the Board may at any time resign from his office by sending a letter of resignation to the Board but such a resignation shall take effect only from the date on which it is accepted by the Board.

(9) If an elected member of the Board absents himself for four consecutive meetings of the Board, without prior intimation and proper reasons, he shall cease to be a member of the Board. He may, however, be reinstated by the Board on a written request providing sufficient reasons for his absence.

(10) The proceedings of the Board shall not be vitiated on account of any vacancy or vacancies in the Board.

(11) The services of the members of the Board shall be honorary and pro bono.

**12. Powers and Duties of the Board of Managers.**— (1) Subject to the final authority of the Association in General Body Meeting, it shall be the duty of a Board to do all such acts as may be necessary and expedient for carrying out the purposes of the Act and these bye-laws, and, in particular, it shall be directly responsible for–

(i) the care, up keep, maintenance, repairs and replacement of the common areas and facilities including the limited common areas and facilities of the property concerned;

(ii) the collection of money, including arrears, due from each apartment owner on account of monthly assessment made by the Association concerned for payment towards common expenses;

(iii) the collection of monthly rents out of the common areas and facilities let out for shopping, commercial or other purposes;

(iv) the proper maintenance of the funds and accounts of the Association concerned, and, if necessary, for the building up of a reserve fund out of the common profits left over after meeting the common expenses; and

(v) securing and furthering the interests of the Association concerned in every possible way.

(2) A Board, subject to any direction of the Association in General Body Meeting, shall–

(i) receive and disburse money, sanction working expenses, ensure regular and day-do-day maintenance of the cash book under the supervision of the Treasurer and make arrangements for daily verification of the cash balance;

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(ii) enter the accounts of the Association concerned in proper book timely and regularly, and make provisions for inspection thereof from time to time;

(iii) maintain the accounts of the money received and expended for and on behalf of the Association concerned and the accounts of the assets and the liabilities thereof;

(iv) prepare and place before the Annual General Meeting of the Association an annual budget estimate;

(v) prepare all statements, accounts and returns and comply with all other requisitions, as may be made by the auditor for the purpose of auditing the accounts of the Association;

(vi) remove and rectify all defects and irregularities pointed out at the audit;

(vii) convene a Special General Meeting of the Association as and when required;

(viii) convene Annual General Meeting of the Association in due time;

(ix) realize and enforce realization of all dues of the Association and meet all its liabilities;

(x) let out common areas and facilities for earning common profits, settle terms and conditions for such letting out, and revoke and alter such terms and conditions from time to time, as may be necessary;

(xi) enter into all such agreements and make all such arrangements as may be necessary for the proper and effective maintenance, repair and replacement of the common areas and facilities and make payments therefor;

(xii) institute, defend, or compound any legal proceedings for and against the Association or the property and for any offence of contravention or breach of any provision of the Act or these bye-laws;

(xiii) improve the condition of general welfare of the apartment owners, within the scope of the Act and the Bye-laws;

(xiv) maintain an up-to-date Register of members;

(xv) take steps to conduct election of Managers in time;

(xvi) constitute different committees including Grievance Redressal Committee; and

(xvii) perform any other duty or discharge any other function under the Act and these bye-laws as the Association in General Body Meeting may direct.

**13. Meetings of Board.**— (a) Regular Board meetings:

Regular Meetings of the Board may be held at least once in a month on such date at such time and place as may be decided by the President. Notice of regular meetings of the Board shall be given to each member of the Board by email or any other electronic mode at least [ ] days prior to the day fixed for such meetings. The Secretary shall maintain the minutes of meetings. The quorum of the meeting shall be one third of the total number of managers of Board. If on the day of the meeting, a valid quorum is not present within a period of thirty minutes of the scheduled time of the said meeting, the meeting may be reconvened later on the same day or the next day, at the scheduled time and place. Fulfilment of quorum is not required for such meeting. It is mandatory that the proceedings/actions of such meeting are confirmed in forthcoming regular meeting of the Board. The minutes shall be signed by the President and Secretary and other managers present in the meeting.

(b) Emergency Board meetings:

Emergency meetings of the Board may be convened by the President or the Secretary without notice by giving satisfactory reason for convening the meeting. All decisions of the Emergency board meeting shall be ratified in a next regular meeting of the Board, failing which the decision taken at Emergency meeting shall stand void ab initio.

(c) The elected Managers of the Board alone shall attend the meetings of the Board. The Managers however where they deem it essential and useful, shall invite any member or other person to any of the meetings for advice or taking the benefit of his experience or expertise. Such invitee shall not have any voting right.

(d) Normally all the questions before the Board shall be decided by a simple majority vote of the managers present i.e., the votes in favour of a resolution by majority in number of the managers present and voting at the meeting. Where there is equality of votes and the resolution cannot be carried, the President shall have an additional casting vote to break the tie.

**14. Appointment of Staff.** - (a) The Board may appoint facility management service provider or staff to assist it in efficient discharge of its business under the Act and these bye-laws.

(b) A Board shall, subject to the approval of the Association determine the terms and conditions of service of facility management service provider referred to in clause (a).

## CHAPTER IV

## ASSESSMENT OF COMMON EXPENSES BY ASSOCIATION & REALISATION

**15. Assessment & Payment of the share of common expenses.–** (1) Every apartment owner of the property shall be assessed with such sum, being his share of the common expenses, as per section 18 of the Act.

(2) The assessed sum on account of common expenses shall be payable by each apartment owner in equal monthly or quarterly instalments, as determined by the Association concerned.

**16. Manner of payment of common expenses.–** Every member shall pay to the Treasurer the sum payable by him on account of the assessment made upon him by the Association concerned within such period and in such manner as the Association may direct and the Treasurer shall, on receiving such payment, issue receipt in respect thereof or a member shall pay through electronic mode into the bank account of the Association in accordance with any electronic system approved by the Association.

**17. Preparation and publications of list of defaulters.–** At a meeting of the Board at the end of the month or a quarter, as the case may be, the position of realisation of the sum assessed on account of common expenses shall be reviewed and a list of defaulters shall be prepared and published in a conspicuous place of the office of the Board with a notice for payment of the arrears within a period of seven days from the date of the notice. The list of defaulters shall also be shared to all members through electronic mode also.

**18. Steps to be taken for realisation.–** If the arrears are not paid by a member or members within the period referred to in clause 17 of these bye-laws, the Board will consider in its next meeting the case of the defaulters individually and will take such steps for realisation, as may be considered necessary, including the prosecution of the defaulting member for non-compliance with, and breach of, the provisions of Act and these bye-laws and withdrawal of services provided by association on day to day basis.

## CHAPTER V

## DUTIES & OBLIGATIONS OF THE APARTMENT OWNERS

**19. Duties and liabilities of the Apartment Owners.**— (1) Every member shall, on being directed by the Board, immediately undertake and complete all maintenance and repair work within his own apartment, which, if delayed, is likely to affect the property concerned, wholly or in part, and he shall be solely responsible for the damage that his failure to undertake such work may cause to part of the said property thereof and shall also be liable on the said account for payment of damages as may be determined by the Board.

(2) The owner of an apartment shall undertake all the repairs in respect of the doors, windows, internal installations (including sanitary installations) in connection with, or in relation to water, light, gas, power, sewage, televisions, air-conditioners, and all other kinds of accessories within the area of such apartment.

(3) The owner of an apartment shall reimburse the Association for any expenditure that may have been incurred by it for repairing or replacing anything pertaining to common areas and facilities, such repairing or replacing being required to be effected due to any damage caused by such apartment owner in respect of the common areas and facilities.

(4) All apartments, except those specifically meant for non-residential purpose, shall be utilized for residential purpose only and no apartment owner shall utilize them, or any portion thereof for non- residential purpose.

**20. Transfer of Apartment to be notified to the Board.**— An apartment owner who sells or otherwise transfers his apartment shall immediately notify the Board, the name of the purchaser or transferee and his address, phone number and email address.

Similarly, the transferee of the apartment shall immediately, notify the Board concerned about his ownership or interest, as the case may be, of the apartment in question.

**21. Use of common Areas and facilities.**— (a) The owner or occupier of an apartment shall not place or cause to be placed in the lobbies, vestibules, stair-ways, corridors, elevators and other common areas, any furniture, package or object of any kind, and such areas shall be used for no other purpose than for normal transit through them.

(b) No owner or occupier of an apartment shall use any common areas and facilities for any purpose other than it is intended for such use.

**22. Restriction on certain acts.**— No owner/occupier of the apartment shall–

(a) post any advertisement or poster of any kind in or on the building comprised in such property without permission of the Board concerned;

(b) make any noise or use or play musical instrument, radio, television or amplifier in such high pitch, or do any work or thing, or act or conduct himself in such way, that may reasonably cause irritation, annoyance or disturbance to any other resident or residents;

(c) keep any domestic animal within the property without abiding by the relevant municipal law;

(d) hang cloths and garments from windows or balconies of his apartment causing inconvenience or irritation or any annoyance to any other resident or residents;

(e) throw garbage or refuse outside the dustbins provided within the common service area;

(f) take up wiring for electrical and telephone installation, television antennae, machines or air-conditioning units on the exterior of the property concerned that protrudes through the walls or roof of that building except as authorized by the Board; and

(g) arrange any public function in any part of the property, except with the permission of the Board.

## CHAPTER VI

## FUNDS & INVESTMENTS

**23. Deployment of Funds.**— The income of the Association shall be applied solely towards promotion of aims and objects of the Association as set forth in the bye-laws herein and no portion thereof shall be paid or transferred directly or indirectly to the members of the Association.

**24. Maintenance of Accounts of Association.**— (1) Each Association shall open a bank account in the name of the Association in the State Bank of India or in any Nationalized Bank, to which shall be credited-

(a) all the dues of the Association, on account of any assessment or otherwise, collected from its members, or on account of any rent collected from tenants;

(b) any amount by way of advance, grant, donation, loan or otherwise, received or raised by the Association; and

(c) any other amount due, payable or made over to the Association.

(2) The bank account shall be operated by the President and the Treasurer jointly, and the payments above Rupees [ ] shall be made by cheques:

Provided that the Treasurer may, for defraying petty expenses, retain such amount of cash in his hands as the Association from time to time decides.

(3) The Accounts of the Association shall be audited by an auditor to be appointed by the Association.

(4) A copy of the audited accounts of each Association along with the auditor's report thereon shall be expeditiously forwarded to the Competent Authority in due compliance of Rule 16, and the Competent Authority shall have the power to issue directions to the Association or the Board from time to time with reference to such report and such directions shall be binding upon the Association and the Board.

**25. Publication of audited annual financial statements.**— (1) Each Association shall on or before 31st October of each year publish an audited annual financial statement in respect of the preceding financial year, inter alia–

(i) the details of its profit and loss account

(ii) its total receipts and expenditure

(iii) a summary of the details of the property concerned and

(iv) the details of the assets and liabilities of such Association as they stand at the end of the financial year concerned;

(2) a copy of last audited annual financial statement together with the reports of the auditors thereon shall be kept in a conspicuous place in the office of the Association and a soft copy of the same shall be shared to all members through email or any other electronic mode.

(3) each association shall file annual income tax return within the due date of filing return under the Income Tax Act, 1961.

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## CHAPTER VII

## FEDERATION

**26. Formation of Federation.—** (1) The federation formed under the Act shall maintain and manage the collective common areas and facilities which are declared and submitted before the Competent Authority and it shall follow the provisions regarding Associations, mutatis mutandis, in managing the affairs of the federation.

(2) All the constituent societies and associations, as the case may be, shall be members of the federation and pay proportionate share of common expenses from time to time as determined by the federation for maintenance of collective common areas and facilities.

**27. Members of Federation.—** President and Treasurer of each constituent Association shall be members of the Federation.

**28. Chairman of Federation.—** The President of each constituent Association shall be the Chairman of the federation in turns. Chairman shall be the Chief Executive Officer of the Federation. The term of Chairman of federation shall be one year from the date of his taking charge.

**29. Collective common areas and facilities.—** (1) That for the proper and effective administration of a property, the constituent association or society shall strictly comply with the provisions of the said act and shall pay their proportionate share of common expenses as assessed by the federation, and that the failure to comply with any such requirement shall be a ground for action for damages or for other reliefs or relief at the instance of the federation.

(2) The collective common areas and facilities of federation shall remain undivided and no constituent society or association or member of such society or association or any other person shall bring any action for partition or division of any part thereof.

## CHAPTER VIII

## MISCELLANEOUS

**30. Compliance of bye-laws.—** The bye-laws are set forth to comply with the requirements of the Tamil Nadu Apartment Ownership Act, 2022 (Tamil Nadu Act 44 of 2022) and the Rules made thereunder. In case of any inconsistency between these bye-laws and the provisions of the said Act, the provisions of the Act shall apply.

**31. Seal of Association.—** The Association shall have a common seal in its name and style which shall remain in the custody of the Secretary and shall be used only under the authority of the Association of the Board concerned.

**32. Amendment of bye-laws.—** These Byelaws may be amended by the Association in a duly constituted Special General Meeting by way of Extra Ordinary Resolution for such purpose.

## ANNEXURE.

**(***see clause 10 (1)***)**

## RESERVED MATTERS LIST

1. Amendment of bye-laws
2. Amendment of Declaration/Federation
3. Redevelopment of the project/property

KAKARLA USHA,
*Principal Secretary to Government.*

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