

The Tamil Nadu Apartment Ownership Rules, 1997

TAMILNADU

India

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Rule THE-TAMIL-NADU-APARTMENT-OWNERSHIP-RULES-1997 of 1997

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The Tamil Nadu Apartment Ownership Rules, 1997Published vide Notification G.O. Ms. No. 150, Housing and Urban Development (HB) 5(1), dated 7th April 1997 - No. SRO A-36 (b)/97In exercise of the powers conferred by section 27 of the Tamil Nadu Apartment Ownership Act, 1994 (Tamil Nadu Act 7 of 1995), the Governor of Tamil Nadu hereby makes the following rules, namely:-

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 7 of 1995);(b)"Form" means the Form appended to these rules;(c)"Act" means a section of the Act;(d)words and expressions used in these rules, but not defined therein 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 sections 5 and 11 of the Act shall be as

shown in Form I. 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 fees 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 I [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
Door 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 of the Deed, shall hereafter be subject to the provisions of the
Tamil Nadu Apartment Ownership Act, 1994 (Tamil Nadu Act 7 of 1995) and
further declare that I shall comply strictly with the covenants,
conditions and restrictions set forth in the Deed and with the By-laws
forming part thereof and annexed thereto and with the
administrative rules and regulations adopted pursuant to such by-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 MeContents 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 7 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)Terras 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

SI. No.	Floor	Identifiable No. of the Flat	Undivided share land	Plinth area square metre	Used as approved
(1)	(2)	(3)	(4)	(5)	(6)
1.	Basement	---	---	Specify	Residential/ Commercial
2.	Ground Floor	001002003	---	Specify	Specify
3.	First Floor	101102103	---	Specify	Specify
4.	2nd Floor	201202203	---	Specify	Specify
5.	3rd Floor	Specify	---	---	---
6.	Other Floors	Specify	---	---	---

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

SI. No.	Floor	Description	Plinth area in Sq. mt.	Percentage of interest of the apartment owner inthe common areas and facilities and in the common expenses
(1)	(2)	(3)	(4)	(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.	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 Office			
14.	Sports Room			
15.	Swimming Pool			
16.	Parking Areas			
17.	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	001002003Others specify	Specify
3.	First Floor	101102103Others specify	Specify
4.	Other floors	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 4(d) 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 by-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 by-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 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 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 by-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 constitute a charge on 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 the said lease is made subject to the covenants and restrictions contained in the deed of apartment and further subject to the by-laws annexed hereto.

23. That if the property subject to the plan of Apartment ownership is totally or substantially damaged or destroyed, the repair, re-construction or disposition of the property shall be as provided by the Act.

24. 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, 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 construed 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 grantor for all unpaid assessments by the Association of Apartment Owners against the latter for his share of the common expenses up to 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 therefor. 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, set-forth.

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 mortgagees 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 of 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 MeAnnexureBye-Laws of The
Association of Apartment Owners

Chapter I

1. Short title and application. - (a) These By-laws may be called the By-Law of the.....Apartment Owners Association.

(b)The provisions of this by-laws shall apply to the.(hereinafter specify the name of the Apartment).All present or future owners, tenants, future tenants, or their employees, or any other persons who may use the facilities of the building in any manner are subject to the provisions of these by-laws.Explanation. - The mere acquisition or rental or taking licence of any of the family units (hereinafter referred to as units of the building) or mere act of occupancy of any other said emits will signify that these by-laws are accepted, ratified and will be complied with.(c)This by-law shall apply to every apartment constructed before or after the commencement of the Tamil Nadu Apartment Ownership Act, 1994 (Tamil Nadu Act 7 of 1995).

2. Definitions. - In this by-law, unless the context otherwise requires,-

(a)"Act" means the Tamil Nadu Apartment Ownership Act, 1994 (Tamil Nadu Act 7 of 1995);(b)"Association" means the Association of all the apartment owners constituted by such owners for the purpose of the Apartment;(c)"Board" means a Board of Managers consisting of persons all of whom shall be owners of apartment in the Apartment;(d)"Building" means the building located at and known as Apartment and includes the land forming part thereof;(e)"Deed of apartment" means a deed of apartment executed in 22: 29: 46 pursuance of section 5 of the Act;(f)"Majority of owners" means those owners holding 51 per cent, of the votes in accordance with the percentage assigned in the Deed of Apartment;(g)"Owner" or "apartment owner" means the person owning an apartment in the.....Apartment;(h)"Regional Deputy Registrar" means the Regional Deputy Registrar of Cooperative Societies (Housing) having function over the area;(i)"Registrar" means the Registrar as defined in clause (i) of section 2 of the Tamil Nadu Societies Registration Act, 1975 (Tamil Nadu Act 25 of 1975) having jurisdiction over the area with whom the by-laws of the Association of Apartment owners have been filed under this Act.

3. Adoption of the model by-laws. - Association of apartment owners in its first meeting shall adopt the model by-law so framed with no variation or addition, omission there from except with the prior approval of the Competent Authority.

4. Objects of Association. - (1) The objects of the Association shall be-

(a)to be and to act as the Association of Apartment Owners of the building called.....(hereinafter called the said building) who have filed the copy of the Deed of Apartment submitting their apartments to the provisions of the Act;(b)to invest or deposit money;(c)to provide for maintenance, repair and replacement of common areas and facilities by contribution from the apartment owners and, if necessary, by raising loans for the purpose;(d)to provide for, and do all for any of the matter regarding-(i)the election among the apartment owners of a Board of Managers, the number of persons consisting the same, and that the term of at least one-third of the members of such Board shall expire annually, the powers and duties of the Board, the compensation, if any, of the members of the Board, and whether or not the Board may engage the services of a Secretary, a Manager or Managing Agent, and specifying which of the powers and duties granted to the Board under the Act may be delegated by the Board to either or both of them;(ii)method of calling meeting of the apartment owners, what percentage, if other than majority of apartment owners, shall constitute a quorum;(iii)election of a Secretary who shall keep a minute book wherein resolutions shall be recorded;(iv)election of a treasurer who shall keep the financial records and books of accounts;(v)maintenance, repair and replacement of the common areas and facilities and payments thereof;(vi)manner of collecting from the apartment owners or any other occupants of apartments their share of the common expenses;(vii)designation and removal of persons employed for the maintenance, repair and replacement of the common areas and facilities;(viii)the method of adopting and of amending administrative rules and regulations governing the details of the operation and use of the common areas and facilities;(ix)such

restrictions on the requirements respecting the use and maintenance of the apartments and the use of common areas and facilities not set forth in the declarations as are designed to prevent unreasonable interference with the use of their respective apartments and of the common areas and facilities by the several apartment owners;(x)the percentage of the votes required to amend the by-laws;(e)to advance, with the consent of the apartment owners, any short-term loan to any of apartment owners in case of any emergent necessity and to provide for the repayment thereof in lump sum or in instalments;(f)to establish and carry on its own accord or jointly with individuals or institutions educational, physical, social and recreative activities for the benefit of apartment owners;(g)to frame rules with the approval of the general meeting of the Association and after consulting the Competent Authority and may establish a provident fund and gratuity fund, if necessary, for the benefit of the employees of the Association;(h)to do all things necessary or otherwise provide for their welfare expedient for the attainment of the objects specified in these by-laws;(2)The Association shall not act beyond the scope of its objects without duly amending the provisions of these by-law for the purpose.

5. Members of Association. - (1) All persons who have purchased apartment and executed a deed of apartment shall, automatically, be the members of the Association and will pay the entrance fee of one-rupee. Each apartment owner shall receive a copy of the by-laws on payment of one rupee.

(2)Upon the sale, bequest or transfer of apartment, the purchaser of the apartment or the grantee or legatee or the transferee shall, automatically, become the member of the Association and shall be admitted as member on payment of the entrance fee of one rupee.

6. Joint Apartment Owners. - Where apartment has been purchased jointly by two or more persons, they shall be jointly entitled to the apartment and the share certificates shall be issued in their joint names, but the person whose name stands first in the share alone have the right to vote.

7. Holding one share compulsory. - Every apartment owner must hold at least one share of the Association.

8. Disqualification. - No apartment owner is entitled to vote on the election of members of the Board of President, Secretary, Treasurer or any other office bearer or entitled to stand for election to such office, if he is in arrears of any sum due from him in respect of his contributions for common expenses, for more than sixty days on the last day of the year preceding the year in which the election to Board would take place.

Chapter II

Voting, Quorum and Proxies

9. Voting. - Voting shall be on percentage basis, and the percentage of the vote to which the owner is entitled is the percentage assigned to the family unit or units in the declaration.

10. Quorum. - Except as otherwise provided in this by-laws, the presence in person of a majority of owners shall constitute a quorum.

11. Votes to be cast in person. - Vote shall be cast in person.

Chapter III

Administration

12. Powers and duties of Association. - The Association will have the responsibility of administering the apartment, approving the annual budget, establishing and collecting monthly assessments and arranging for the management of the apartment in an efficient manner. Except as otherwise provided, resolution of the Association shall require approval by a majority of owners casting votes in person.

13. Place of meetings. - Meetings of the Association shall be held at a suitable place convenient to the owners as, from time to time, be fixed by the Association.

14. Annual meetings. - The first meeting of the Association (hereafter the annual meetings of the Association) shall be held on such date as the Association may decide. At such meetings, there shall be elected by ballot of the apartment owner a Board in accordance with the requirements of by-law. The owners may also transact such other business of the association as may properly come before them.

15. Special meetings. - It shall be the duty of the President to call a special meeting of apartment owners as directed by a resolution of the Board or upon a petition signed by a majority of the owners and having been presented to the Secretary or, as the case may be, the Regional Deputy

Registrar or the Registrar or any officer duly authorized by him in this behalf. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice without the consent of four-fifths of the owners present in person.

16. Notice of meeting. - It shall be the duty of the Secretary to mail or send a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held to each apartment owner at least two days, but not more than seven days prior to such meetings. Notices of all such meetings shall be mailed to the Regional Deputy Registrar or, as the case may be, the Registrar.

17. Adjourned meetings. - If any meeting of owners cannot be held for want of quorum, the owners who are present may adjourn the meeting to a time not less than forty-eight hours from the time the original meeting was called. If, in such adjourned meeting also, no quorum is present, the owners present in person not less than two shall form a quorum.

18. Order of business. - The order of business at all meetings shall be as follows:-

(a)Roll-call;(b)Proof of notice of meeting or waiver notice;(c)Reading minutes of the proceedings of the meeting;(d)Reports of officers;(e)Reports of the Regional Deputy Registrar or the Registrar;(f)Report of Committee;(g)Election of Board;(h)Unfinished business, if any; and(i)New business.

Chapter IV

Board of Managers

19. Management of Association. - The affairs of the Association shall be governed by a Board.

20. Powers and duties of Board. - The Board shall share powers and duties necessary for the administration of the affairs of Association.

21. Other duties. - In addition to the duties imposed by these by-law or by resolution of the Association, the Board shall be responsible for the following:--

(a) Maintenance, repair and replacement of the common areas and facilities. (b) Collection from apartment owners share of common expenses. (c) Resignation and removal of persons employed for the maintenance, repair and replacement of common areas and facilities. (d) To provide for the manner in which the audit and accounts of the Association shall be carried out. (e) To inspect the accounts kept by the Secretary/Treasurer and examine the registers and account books and to take steps for the recovery of all sum due to the Association. (f) To See that cash books is written up properly and is signed daily by one of the members of the Board; (g) To specify the time at which and the manner in which the annual general meeting and special general meeting of the Association shall be held and conducted.

22. Manager. - The Board may employ for the Association a Manager at a compensation determined by the Board to perform such duties as the Board may authorise.

23. Election and term of office. - At the first annual meeting of the Association, the term of office of two Manager shall be fixed for three years. The term of office of two Managers shall be fixed for three years and of one Manager for one year. The Manager shall hold office until their successors have been elected and hold their first meeting.

24. Vacancies. - The vacancies in the Board caused by any reason other than the removal of a Manager by a vote of the Association shall be filled by vote of the majority of the remaining managers, even though they may constitute less than a quorum and each person so elected shall be a manager until a successor is elected at the next annual meeting of the Association.

25. Removal of Managers. - At any regular or special meeting duly called, anyone or more of the Managers may be removed with or without cause by a majority of apartment owners and a successor may then and there be elected to fill the vacancy thus created. Any Manager whose removal has been proposed by the owner shall be given an opportunity to be heard at the meeting.

26. Organisation meeting. - The first meeting of a newly elected Board shall be held within ten days of election at such place as may be fixed by the Managers at the meeting at which such Managers were elected and no notice shall be necessary to the newly elected Managers in order to legally constitute such meeting provided a majority of the whole Board shall be framed.

27. Regular meetings. - Regular meeting of the Board may be held at such time and place as shall be determined, from time to time, by a majority of Managers, but at least two such meetings shall be held during each year. Notice of regular meeting of the Board shall be given to each Manager personally or by mail at least three days prior to the date for such meeting.

28. Special meetings. - Special meetings maybe called for by President on three days notice to each Manager and notice of such meeting may be given personally to each Manager. Special meetings of the Board shall be called by the President or Secretary on a written request of at least three Managers.

29. Waiver of notice. - Before any meeting of the Board, any manager may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice.

30. Quorum. - In all the meetings of the Board, one-third of total strength of the Managers shall constitute a quorum. If at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting and at such adjourned meeting the business which might have been transacted without further notice, provided there is a quorum.

31. Fidelity bonds. - The Board may require that all officers and employees of the Association handling Association funds shall furnish adequate fidelity bonds. The premium on such bonds shall be paid by the Association.

Chapter V

Officers

32. Designation. - The principal officers of the Association shall be President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board. The Board may appoint an Assistant Secretary and an Assistant Treasurer and such other officers as the Board may consider necessary.

33. Election of the officers. - The Officers of the Association shall be elected annually by the Board at the organization meeting of each new Board.

34. Removal of officers. - Any officer can be removed with/without cause upon an affirmative vote of majority of the Board and his successor can be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

35. President. - The President shall be the Chief Executive Officer of the Association, He shall preside at all meetings of the association and of the Board. He shall have all the general powers and duties which are usually vested in the office of the President of an Association, including the power to appoint committees from among the owners, from time to time.

36. Vice-President. - In the absence of the President, the Vice-President shall perform the duties of the President and in case both the President and the Vice-President are absent, the Board shall appoint some other members of the Board to act as President on an interim basis. The Vice-President shall also perform such other duties as may, from time to time, be assigned to him by the Board.

37. Secretary. - The Secretary shall keep the minutes of the meeting of the Board and of the Association. He shall have charge of such books and papers as the Board may direct and he shall perform all duties incidental to the office of Secretary.

38. Treasurer. - The Treasurer shall be responsible for Association funds and securities and shall also keep full and accurate accounts of all receipts and disbursements in the books.

Chapter VI

Obligations of the Apartment Owners

39. Assessment. - All the owners are obliged to pay monthly assessment imposed by the] Association to meet all expenses. The assessments shall be made on the value : of the unit.

(2) All the repairs of internal installations of the units such as, water, light, gas, power, sewerage, telephone, air-conditioners, sanitary installations, doors, windows, lamps and all other accessories, shall be at the expense of apartment owner concerned. (3) The owner shall reimburse the association for any expenditure incurred in repairing any common area and facilities damaged due to his fault.

41. Use of family units internal changes. - (1) All the units shall be utilized, only for the purpose approved by the competent authority.

(2) An owner shall not carry any structural modification or alternation or installation located therein, in his unit without notifying the association in writing. The Association shall have the obligation to answer within thirty days and failure to do so shall mean that there is no objection to the proposed modification or alternation or installation.

42. Use of common areas and facilities and restricted common areas and facilities. - (1) The owner shall not place or cause to be placed in the lobbies, vestibules, stairways, elevators and other areas of facilities of a similar nature both common and restricted, any furniture, packages or objects of any kind. Such areas shall be used for no other purpose other than for normal transit through them.

(2) The Apartment shall have elevators for transportation of the owners and their guests and for freight service, or auxiliary purposes. Owners and tradesmen are required to utilize exclusively freight or service elevators for transporting packages, merchandise or any other object that may effect the comfort or well being of the passenger of the elevators meant for the transportation of owners, residents and guests.

43. Right of entry. - (1) An owner shall grant the right of entry to the Manager or to any other person authorized by the Board of the Association in case of emergency whether the owner is present at the time or not.

(2) An owner shall permit other owners or their representative when so required to enter his unit for the use of performing installation and alterations or repairs to the mechanical or electrical service, provided, those requests for entry are made in advance and that such entry is at a time convenient to

the owner, but, in case of emergency, such right of entry shall be immediate.

44. Rules of conduct. - (1) No resident shall past any advertisement or poster of any kind in or on the building, except as authorised by the Association.

(2)The residents shall exercise extreme care about making notices or the use of musical instruments, radios, television and amplifiers, etc., that may disturb others. Residents keeping domestic animals shall abide by the Municipal Sanitary Regulations.(3)It is prohibited to throw garbage or trash outside the disposal places provided for such purpose in the service areas. If such place is not provided, all garbage or trash shall be collected in a vessel and thrown in the municipal dustbin.(4)No owner, resident or lessee shall install wiring for electrical or telephone installation or television antenna, machines or air-conditioning units, etc., on the exterior of the building without the permission of the Association.

Chapter VII

Funds and their Investments

45. Funds. - Funds may be raised by the Association in all or any of the following ways:-

(a)by shares;(b)by contributions and donations by the apartment owners;(c)from common profits which shall form the nucleus of the Reserve Funds;(d)by raising loans, if necessary, subject to such terms and conditions as the Association, with the approval of the competent authority, may determine in this behalf.

46. Investment. - The Association may invest or deposit its funds in one or more of the following:-

(a)In the Central Co-operative Bank or in State Co-operative Bank; or(b)In any of the securities specified in section 20 of the Indian Trust Act, 1882 (Central Act of 1882); or(c)In any Co-operative Bank other than referred to in clause (a) or in any banking company approved for this purpose by the Association.

47. Affiliation. - The association may, after consulting the Competent Authority, become a member of any federation of apartment owners and pay the subscription, from time to time.

48. Accounts. - (1) The association shall open a bank accounts and deposit the money received on behalf of the Association. The Secretary may retain in his personal custodian amount not exceeding rupees one hundred, for petty expenses. All payments above rupees twenty shall be made by cheque,

signed by the Secretary and one member of the Board.

(2) Each apartment owner shall have a pass book in which the Secretary shall enter amounts paid to or received for his share in receipts of profits from common areas and contributions towards common expenses and his share of the assessment and other dues, if any, in respect of his apartment. (3) The association shall, on or before the 31st day of July in each year, publish an audited financial statement in respect of the common areas and facilities containing- (a) the profit and loss accounts; (b) the receipts and expenditure of the previous financial year; or (c) a summary of the property and assets and liabilities of the common areas and facilities of the association giving such particulars as will disclose the general nature of these liabilities and assets and how the value of fixed assets have been arrived at. (4) The audited financial statement shall be opened for inspection of any member of the Association during office hours and a copy shall be submitted to the competent authority not later than the 16th day of August of every year. (5) Every financial statement shall be accompanied by a list of the apartment owners and the similar list of loans.

49. Publication of accounts and reports. - A copy of the last financial statement and of the report of the auditor, if any, shall be kept in a conspicuous place in the office of the Association.

50. Appointment of auditor. - The Association shall appoint at its general meeting auditor who shall audit the accounts of the Association to be prepared by the Board.

51. Power of auditor. - The auditor shall be entitled to call for and examine any papers or documents belonging to the association relating to the common areas and facilities and common expenses and shall make a special report to the Association upon any matter connected with the accounts which appears to him to require notice.

Chapter VIII

Mortgage

52. Notice to Association. - If an owner mortgages his unit, he shall notify to the Association, to the Manager or President of the Board, the name and address of the mortgagee, and the Association shall maintain such information- in a book entitled "Mortgages of Units". and the Association shall maintain such information- in a book entitled "Mortgages of Units".

53. Notice of unpaid assessment. - The Association shall, at the request of a mortgagee of a unit, report any unpaid assessment due from the owner of such unit.

Chapter IX

Compliance

54. Compliance. - These by-laws are set forth to comply with the requirement of the Tamil Nadu Apartment Ownership Act, 1994 (Tamil Nadu Act 7 of 1995). In case any of these by-law conflict with the provisions of the said Act, it is hereby agreed and accepted that the provisions of the Act will apply.

55. Seal of the Association. - The Association shall have a common seal which shall be in the custody of the Secretary and shall be used under the authority of a resolution of the Board and every Deed of Instrument to which seal is affixed shall be attested for, or on behalf of, the Association by two members of the Board and the Secretary or any other person authorized by the Association.

Chapter X

Amendments to Plan of Apartment Ownership

56. Amendments of by-laws. - These bye-laws may be amended by the Association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing at least seventy-five per cent of the total value of the units in the building.

Register of Deed of Apartments to be Maintained by the Competent Authority

Location and address of the Apartment (1)	Floor of the building (2)	Apartment No. shown in the plan annexed (3)	Name of the builder (4)	Registration District and Sub-District in which deed of apartment are registered (5)
Date of application for registration (6)	Name of the apartment owner and address (7)	Date of registration of the Deed of Apartment (8)	Percentage of undivided interest in the land (9)	

Percentage of undivided interest in common areas and facilities (10)	Price of apartments settled (11)	Date of payment of price (12)	S. No., volume and page (13)
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