

## **Tamil Nadu Apartment Ownership Act, 1994**

**7 of 1995**

**[06 April 1995]**

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### **Tamil Nadu Apartment Ownership Act, 1994**

**7 of 1995**

**[06 April 1995]**

An Act to provide for the ownership of an individual apartment in a building and to make such apartment heritable and transferable immovable property. WHEREAS with a view to securing that the ownership and control of the material resources of the community are so distributed as to subserve the common good, it is expedient to provide for the ownership of an individual apartment in a building and of an undivided interest in the common areas and facilities appurtenant to such apartment, and to make such apartment and interest heritable and transferable immovable property and to provide for matters connected therewith or incidental thereto ; BE it enacted by the Legislative Assembly of the State of Tamil Nadu in the Forty-fifth year of the Republic of India as follows :-- 1. Published in the Tamil Nadu Government Gazettee (Extraordinary) dated 24th April 1995. The Act of the Tamil Nadu Legislative Assembly received the assent of the President on the 6th April 1995 and hereby published for general information:-

#### CHAPTER 1 PRELIMINARY

#### **1. Short Title, Extent And Commencement :-**

(1) This Act may be called the Tamil Nadu Apartment Ownership

Act, 1994.

(2) It extends to the whole of the State of Tamil Nadu.

(3) It shall come into force on such date as the Government may, by notification, appoint and different dates may be appointed for different areas.

## **2. Application Of This Act :-**

This Act shall apply to every apartment in a building constructed whether before or after the date of commencement of this Act :

Provided that such building shall contain five or more apartments or three or more floors and construction of such building has been made in accordance with a planning permit and also a building plan duly sanctioned by the appropriate authority Concerned under the relevant law for the time being in force.

## **3. Definitions :-**

In this Act, unless the context otherwise requires,--

(a) "apartment" means a part of property intended for any type of independent use including one or more floors or enclosed spaces located in one or more floors (or part or parts thereof) in a building, intended to be used for residence, office, practice of any profession or for carrying on any occupation, trade or business or for other type of independent use and with a direct exit to a public street, road, or highway or to a common area leading to such street, road or highway.

Explanation.-- For the purpose of this clause, an apartment shall be deemed to be intended for independent use notwithstanding that provisions for sanitary, washing, bathing or other conveniences have been made as common for two or more apartments ;

(b) "apartment number" means the number, letter, or combination thereof designating the apartment in the Deed of the Apartment ;

(c) "apartment owner" means the person or persons owning an apartment and an undivided interest in the common areas and facilities or the limited common areas and facilities in the percentage specified in the Deed of Apartment and includes an outright purchaser or a hire purchase allottee of such apartment and undivided interest;

(d) "Association of Apartments owners" means all of the apartments owners acting as a group in accordance with the bye-laws ;

(e) "building" means a building containing five or more apartments or three or more floors and comprising a part of a property ;

- (f) "bye-laws" means the bye-laws for the time being in force of the Society or Association of Apartment owners and includes an amendment as such bye-laws ;
- (g) "committee" means the board or the governing body of the society or Association of Apartment owners to which the management of its affairs is entrusted ;
- (h) "common areas and facilities" unless otherwise provided in the Deed of Apartment, means--
- (1) the land on which the building is located ;
  - (2) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, terrace, compound walls, fire escapes, wells, and sumps and entrances and exits of building;
  - (3) the basements, cellars, yards, gardens, parking areas and storage spaces ;
  - (4) the premises for lodging of caretakers or persons employed for the maintenance of the property ;
  - (5) Water supply, sewerage and drainage connections and the installations of central services such as power, light, gas, hot and cold water, heating, refrigeration, air-conditioning and incinerating ;
  - (6) the elevators, tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for the common use;
  - (7) automatic fire detecting and alarm facilities necessary to warn the occupants of the property of the existence of the fire ;
  - (8) such other community and commercial facilities as may be prescribed ; and
  - (9) all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use ;
- (i) "common expenses " means.--
- (1) all sums lawfully assessed against the apartment owners by the society or the Association of Apartment owners ;
  - (2) expenses of administration, maintenance, repair or replacement of the common areas and facilities or the limited common areas and facilities ;
  - (3) all legal expenses as may be incurred by the society or the Association of Apartment owners for the enforcement of lawful claims of the Apartment owners ;
  - (4) expenses resolved as common expenses by the society or the Association of Apartment owners ; and
  - (5) expenses declared as common expenses by the provisions of

this Act, or by the bye-laws ;

(j) "common profits" means the balance of all income, rents and revenues from the common areas and facilities or the limited common areas and facilities remaining after deduction of the common expenses ;

(k) "competent authority" means--

(1) in relation to the society registered under the Tamil Nadu Co-operative Societies Act, 1983 (Tamil Nadu Act 30 of 1983), the Regional Deputy Registrar of Co-operative Societies (Housing) having jurisdiction over the area ; or

(2) in relation to the society registered under the Tamil Nadu Societies Registration Act, 1975 (Tamil Nadu Act 27 of 1975), the Registrar as defined in clause (i) of Section 2 of that Act;

(3) in relation to the Association of Apartment owners--

(a) the Regional Deputy Registrar of Co-operative Societies (Housing) having jurisdiction over the area ; or

(b) the Registrar as defined in clause (i) of Section 2 of the Tamil Nadu Societies Registration Act, 1975 (Tamil Nadu Act 27 of 1975), having jurisdiction over the area

with whom the bye-laws of the Association of Apartment owners have been filed under this Act;

(l) "date of the commencement of the Act" in relation to any area means the date appointed by the notification issued under sub-section (3) of Section 1 in relation to such area ;

(m) "Deed of Apartment" means a deed of apartment executed in pursuance of Section 5 ;

(n) "Government" means the State Government ;

(o) "limited common areas and facilities" means those common areas and facilities designated in the Deed of Apartment as reserved for certain apartment or apartments to the exclusion of the other apartments ;

(p) "person" includes an individual, an undivided Hindu family, a firm, a company or an association or a body of individuals whether incorporated or not;

(q) "property" means the land, the buildings, all improvements, and structures thereon, and all easements, rights and appertunances belonging thereto ;

(r) "Society" means--

(i) a society registered under the Tamil Nadu Co-operative Societies Act, 1983 (Tamil Nadu Act 30 of 1983) ; or

(ii) a society registered under the Tamil Nadu Co-operative Societies Registration Act, 1975 (Tamil Nadu Act 27 of 1975).

#### **4. Apartment To Be Heritable And Transferable :-**

Each apartment together with the percentage of undivided interest in the common areas and facilities and the limited common areas and facilities of such apartment shall, for all purposes, constitute heritable and transferable immovable property within the meaning of any law for the time being in force, and accordingly, an apartment owner may transfer his apartment and the percentage of undivided interest in the common areas and facilities of such apartment by way of sale, mortgage, lease, gift, exchange or in any other manner whatsoever in the same manner, to the same extent and subject to the same rights, privileges, obligations, liabilities, legal proceedings, remedies and to penalty, forfeiture and punishment as any other immovable property or make a bequeath of the same under the laws applicable to the transfer and succession of immovable property.

#### **5. Ownership Of Apartments :-**

Each apartment owner shall be entitled to the exclusive ownership and possession of his apartment in accordance with the Deed of Apartment executed and registered in accordance with the provisions of the Act.

#### **6. Common Areas And Facilities :-**

(1) Each apartment owner shall be entitled to an undivided interest in the common areas and facilities in the percentage specified in the Deed of Apartment and the limited common areas and facilities. Such percentage shall be computed by taking as the basis the extent of the plinth area available in the apartment in relation to the total extent of the plinth area available in the building.

(2) The percentage of the undivided interest of each apartment owner in the common areas and facilities, and in the limited common areas and facilities, if any, as expressed in the Deed of Apartment shall have a permanent character, and shall not be altered without the consent of all the apartment owners. The percentage of the undivided interest in such common areas and facilities and the limited common areas and facilities shall not be separated from the apartment to which it appertains, and shall be deemed to be conveyed or encumbered with the apartment

whether or not such interest is expressly mentioned in the conveyance or other instrument.

(3) The common areas and facilities and the limited common areas and facilities shall remain undivided and no apartment owner or any other person shall bring any action for partition or division of any part thereof and any covenant to the contrary shall be null and void.

(4) Each apartment owner may use the common areas and facilities and the limited common areas and facilities in accordance with the purpose for which they are intended without hindering or encroaching upon the lawful rights of the other apartment owners.

(5) The necessary work of maintenance, repairs and replacement of the common areas and facilities and the limited common areas and facilities and the making of any additions or improvements thereto shall be carried out only in accordance with the provisions of this Act and the bye-laws.

## **7. Compliance With Covenants, Bye-Laws And Administrative Provisions :-**

(1) Every apartment owner shall comply strictly with the bye-laws and with the covenants, conditions and restrictions set forth in the Deed of Apartment in relation to his apartment.

(2) Where any apartment owner fails to comply with any of the bye-laws or covenants, conditions and restrictions referred to in sub-section (1) such failure shall be a ground for an action against such apartment owner to recover sums due, for damages or injunctive relief both maintainable by the society or the Association of Apartment owners or, in a proper case, by the aggrieved apartment owner.

## **8. Certain Works Prohibited :-**

No apartment owner shall do any work or put the apartment to any other use which would jeopardise the soundness or safety of the property, reduce the value thereof or impair any easement or hereditament nor shall any apartment owner add any material structure or excavate any additional basement or cellar without previously obtaining the unanimous consent of all the other apartment owners.

## **9. Charges And Encumbrances Against Apartments, Extinguishment Of Charge And Removal From**

## **Encumbrances And Effect Of Part Payment :-**

(1) Subsequent to the execution and registration of the Deed of Apartment no charge or encumbrance of any nature shall be created or be effective against the property and any charge or encumbrance may be created only against each apartment and the percentage of undivided interest in the common areas and facilities and the limited common areas and facilities of such apartment in the same manner and under the same conditions in every respect as charge or encumbrance may be created upon or against upon or against any other separate parcel of property subject to individual ownership :

Provided that if any charge or encumbrance has been created against such apartment and the percentage of undivided interest in the common areas and facilities and the limited common areas and facilities of such apartment no apartment and no such percentage of undivided interest shall be partitioned or sub-divided :

Provided further that any labour performed in or materials furnished to an apartment by any apartment owner or his agent or his contractor or subcontractor shall not create any charge or encumbrance under the provisions of the Transfer of Property Act, 1882 (Central Act IV of 1882) against any other apartment owner unless the written consent of the other apartment owner is obtained for performance of such labour or furnishing of material.

Such consent shall however, be deemed to have been obtained in the following cases namely:--

(i) where any emergency repairs are carried out to an apartment and where such emergency repairs are absolutely necessary for the safety or maintenance of the building ;

(ii) where the performance of labour or furnishing of material is in respect of the common areas and facilities or the limited common areas and facilities and duly authorised by the society, its Secretary or the Committee or the Association of Apartment owners in accordance with the provisions of this Act or the bye-laws.

(2) In the event of any charge or encumbrance against five or more apartments becoming effective, the apartment owners may individually free their respective apartments and the percentage of undivided interest in the common areas and facilities and the limited common areas and facilities of such apartments from such charge or encumbrance by payment of the fractional or proportional amounts attributable to each of the apartments affected. Such individual payment shall be computed with reference to the



percentage of the undivided interest in the common areas and facilities and the limited common areas and facilities, specified in the Deed of Apartment. Upon such payment, the apartment and the percentage of undivided interest in the common areas and the facilities and the limited common areas and facilities shall be free and clear of the charge or encumbrance :

Provided that such part payment shall not prevent the person having any charge or encumbrance from enforcing his rights against the other apartment and the percentage of undivided interest in the common areas and facilities and the limited common areas and facilities thereof.

### CHAPTER 3

#### DEEDS OF APARTMENT AND ITS REGISTRATION

### **10. Contents Of Deed Of Apartment :-**

(1) The deed of Apartment shall contain the following particulars, namely :--

(a) description of the land on which the building and improvements are located : and whether the land is freehold or leasehold ; and if leasehold, the period of such lease ;

(b) description of the building stating the number of storeys and basements, the number of apartments and the principal materials to which it is or is to be constructed ;

(c) the apartment number of each apartment and a statement of its location, approximate plinth area, number of rooms and immediate common area to which it has access, and any other particulars necessary for its proper identification ;

( d ) description of the common areas and facilities and the percentage of undivided interest appertaining to the apartment in the common areas and facilities ;

(e) description of the limited common areas and facilities, if any, stating to which apartment their use is reserved ;

(f) total plinth area of the building and of each apartment and its owner for all purposes, including voting ; and a statement that the apartment and such percentage of undivided interest are not encumbered in any manner whatsoever on the date of execution of the Deed of Apartment;

(g) statement of the purposes for which the building and each of the apartments are intended and restricted as to use ;

(h) provisions as to the percentage of votes by the apartment owners which shall be determinative of whether to rebuild, repair,

restore, or sell the property in the event of damage or destruction of all or any part of the property ;

(i) any other details in connection with the property which the person executing the Deed of Apartment may seem desirable to set forth consistent with this Act ; and

(j) such other particulars as may be prescribed.

(2) A copy of each of the Deed of Apartment shall be filed with the competent authority.

### **11. Deed Of Apartment And Copy Of Floor Plan To Be Registered :-**

(1) The Deed of Apartment and every endorsement thereon relating to the transfer of the apartment and the Floor Plan of the building shall be registered under the Registration Act, 1908 (Central Act XVI of 1908) and for purposes of the said Act, the said documents shall be deemed to be documents of which registration is compulsory.

(2) The Sub-Registrar shall register the Deed of Apartment along with the Floor Plan of the building in the Register Books kept under Section 51 of the Registration Act, 1908 (Central Act XVI of 1908) and shall also enter particulars in the Indices made under Section 55 of the said Act.

(3) Whenever any endorsement on a Deed of Apartment is registered, the Sub-Registrar concerned shall forward a certified copy thereof to the competent authority to enable that authority to make necessary entries in the copy of the Deed of Apartment filed with it under sub-section (2) of section 10.

(4) Any person acquiring any apartment or any apartment owner shall be deemed to have notice of the contents of the Deed of Apartment and the endorsement, if any, thereon as from the date of its registration under this section.

(5) Except as provided in this section the provisions of the Registration Act, 1908 (Central Act XVI of 1908) shall mutatis mutandis apply to the registration of such Deed of Apartment and the words and expressions used in this section but not defined in this Act shall have the meanings assigned to them in the Registration Act, 1908 (Central Act XVI of 1908).

Explanation I.-- For the purpose of this section, Floor Plan of the building means the plan of the building showing the layout, location, name, if any, of the building, the total number of apartments, dimensions of the apartments and their respective

apartment duly verified and certified by an Engineer of the Tamil Nadu State Housing Board in the case of building constructed by the Tamil Nadu State Housing Board and in the case of building constructed by others by any other Engineer, as an accurate copy of the plan of the building as approved by, and filed with, the local authority concerned.

Explanation II.-- An Engineer shall mean any person holding a Diploma or a Degree in Civil Engineering or Architecture or a licensed surveyor.

#### CHAPTER 4

#### SOCIETY OR ASSOCIATION OF APARTMENT OWNERS, ITS BYE-LAWS AND FUNCTIONS

### **12. Society Or Association Of Apartment Owner :-**

As soon as the Deeds of Apartments are executed and registered under Sections 5 and 11 but not later than three months from the date of such registration, the apartment owners shall form a society either registered under the Tamil Nadu Co-operative Societies Act, 1983 (Tamil Nadu Act 30 of 1983), or under the Tamil Nadu Societies Registration Act 1975 (Tamil Nadu Act 27 of 1975), or an Association of Apartment owners, with the object to maintain all common areas and facilities and the limited common areas and facilities, to provide such amenities as may be necessary in the common interest of all the apartment owners and to do such other things as may be considered incidental or conducive to the attainment of the objects specified in the bye-laws.

### **13. Bye-Laws :-**

(1) The administration of every property shall be governed by the bye-laws, a true copy of which shall be filed with the competent authority. No amendment of the bye-laws shall be valid unless a copy thereof is duly filed with the competent authority. Amendment of the bye-laws shall take effect from the date, if any, specified in the amendment. Where no such date is specified the amendment shall take effect from the date on which a copy of it is filed with the competent authority.

(2) The bye-laws shall provide for the following matters, namely :--  
(a) the percentage of the votes which shall constitute the quorum ;  
(b) the maintenance, repairs and replacement of the common areas and facilities and the limited common areas and facilities and payment therefor ;

- (c) the keeping and maintenance of accounts and books by the society or the Association of Apartment owners ;
- (d) the convening of general meeting of the society or the Association of Apartment owners for the procedure at such meetings including the sending of notice of such meetings, maintenance of minutes books and the powers to be exercised by such meeting ;
- (e) the manner of collecting from the apartment owners their share of the common expenses ;
- (f) the appointment and removal of persons employed for the maintenance, repairs and replacement of the common areas and facilities and the limited common areas and facilities ;
- (g) 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 and the limited common areas and facilities ;
- (h) the restrictions on the requirements respecting the use and maintenance of the apartments and the use of the common areas and facilities and the limited common areas and facilities not set forth in the Deed of Apartment, as are designed to prevent unreasonable interference with the use of their respective apartments and of the common areas and facilities and the limited common areas and facilities by the several apartment owners;
- (i) the percentage of the votes required to amend the bye-laws ;
- (j) the terms and conditions subject to which transfer of any apartment and percentage of undivided interest in the common areas and facilities and the limited common areas and facilities of such apartments may be effected ;
- (k) the leasing out part of the building or land, if any, for commercial purpose ;
- (l) such other matters as may be prescribed.

#### **14. Co-Operative Societies Act And The Societies Registration Act To Apply With Modification :-**

- (1) Notwithstanding anything contained in the Tamil Nadu Co-operative Societies Act, 1983 (Tamil Nadu Act 30 of 1983) or the Tamil Nadu Societies Registration Act, 1975 (Tamil Nadu Act 27 of 1975) the minimum number of members required for forming a society for the purpose of this act shall be five.
- (2) In relation to the application of this Act to any society if any provision contained in this act is repugnant to any of the provisions

contained in the Tamil Nadu Co-operative Societies Act, 1983 (Tamil Nadu Act 30 of 1983) or the Tamil Nadu Societies Registration Act, 1975 (Tamil Nadu Act 27 of 1975) or the rules made thereunder the provisions of this Act shall prevail and the provisions of the said Tamil Nadu Co-operative Societies Act the said Tamil Nadu Societies Registration Act or the rules made thereunder shall, to the extent of repugnancy be of no effect.

#### **15. Insurance :-**

Without prejudice to the right of each apartment owner to insure his own apartment for his benefit the society or the Association of Apartment owners shall if so required, by the by-laws or by a majority of the apartment owners, insure the property against fire, flood, cyclone and such other hazards under such terms and for such accounts as shall be required. The policy of insurance shall be written on the property in the name of the society or the Association of Apartment owners as trustee for each of the apartment owner in the percentage specified in the Deed of Apartment and the premium payable under such policy of insurance shall be common expenses.

#### **16. Disposition Of Property On Destruction Or Damage :-**

Where in the event of the property either in the entirety or in part being damaged or destroyed and the society or the Association of Apartment owners has not undertaken to repair, reconstruct or rebuild within a period of ninety days or such further period as may be specified by the competent authority from the date of damage or destruction,--

(a) the property shall be deemed to be owned in common by all the apartment owners in the same percentage as the percentages of the undivided interest specified in the Deed of Apartment ;

(b) the undivided interest in the property owned in common which shall appertain to each apartment owner shall be the percentage of the undivided interest previously owned by such owner in the common areas and facilities and the limited common areas and facilities ;

(c) any encumbrance affecting any of the apartments shall be deemed to be transferred in accordance with the existing priority to the percentage of the undivided interest of those apartment owners in the property.

## **17. Action By Society Or Association Of Apartment Owners On Behalf Of The Apartment Owners :-**

Without limiting the rights of any apartment owner, action may be brought by the society or the Association of Apartment owners on behalf of any apartment owner as his respective interest may appear; with respect to any cause of action relating to the common areas and facilities and the limited common areas and facilities of more than one apartment.

## **18. Right Of Society Or Association Of Apartment Owners To Maintain, Repair And Replace Any Of The Common Areas And Facilities, Etc :-**

The society or the Association of Apartment owners shall have the irrevocable right to be exercised by its secretary or by any other person authorised in this behalf by the committee to have access to every apartment from time to time during reasonable hours as may be necessary for the maintenance, repairs and replacement of any of the common areas and facilities and the limited common areas and facilities therein or accessible from such apartment, or for making emergency repairs therein necessary to prevent damage to the common areas and facilities and the limited common areas and facilities or to another apartment or apartments.

### **CHAPTER 5**

#### **COMMON PROFITS, COMMON EXPENSES AND OTHER MATTERS**

## **19. Common Profits And Expenses :-**

(1) The common profits shall be distributed among, and the common expenses shall be charged to, the apartment owners according to the percentage of the undivided interest of the apartment owners in the common areas and facilities specified in the Deed of Apartment.

(2) Every apartment owner shall, notwithstanding his waiver of the use or enjoyment of any of the common areas and facilities and the limited common areas and facilities or his abandonment of his apartment, be liable to be charged to the common expenses under sub-section (1).

(3) Where the apartment owner is not in occupation of the apartment owned by him the common expenses payable by such apartment owner may be recovered from the person in the occupation of the apartment.

## **20. Common Expenses To Be Charged On Property :-**

All sums assessed by the society or the Association of Apartment owners as the share of the common expenses chargeable to any apartment shall, subject to the prior claim, if any,--

- (i) of the Government in respect of land revenue or any money recoverable as land revenue,
- (ii) of any municipality or other local authority in respect of tax or other assessment, and
- (iii) of the mortgage, in respect of all sums unpaid, constitute a charge on such apartment.

## **21. Separate Assessment :-**

Notwithstanding anything to the contrary contained in any law for the time being in force,--

- (a) each apartment and its percentage of undivided interest in the common areas and facilities and the limited common areas and facilities of such apartment, shall be deemed to be separate property for the purpose of assessment to tax on lands and buildings leviable under such law and shall be assessed and taxed accordingly ; and
- (b) the building, or the property or any of the common areas and facilities and the limited common areas and facilities shall not be assessed to any such tax separately.

## **22. Joint And Several Liability Of Vendor, Etc., For Unpaid Common Expenses :-**

Where any apartment has been sold or otherwise transferred, the purchaser or the transferee, as the case may be of the apartment shall be jointly and severally liable with the vendor or the transferor for all unpaid assessments against the latter towards his share or the common expenses upto the time of sale or transfer without prejudice to the purchasers or transferees right to recover from the vendor or transferor, the amount, if any paid by the purchaser or transferee therefor. Any such purchaser or transferee shall be entitled to a statement from the society or the Association of Apartment owners setting forth the amount of the unpaid assessment against the vendor or transferor and such purchaser or transferee shall not be liable for, nor shall the apartment sold or transferred, be subject to a charge for any unpaid share of common

expenses against such apartment accrued prior to such sale or transfer in excess of the amount set forth in such statement.

## CHAPTER 6

### MISCELLANEOUS

#### **23. Act To Be Binding On Apartment Owners, Tenants, Etc :-**

(1) All apartment owners, tenants of such owners, employees of apartment owners or tenants, or any other person who may, in any manner, use the property or any part thereof to which this Act applies, shall be subject to the provisions of this Act and the by-laws and the rules made thereunder.

(2) All agreements, decisions and determinations lawfully made by the society or the Association of Apartment owners, as the case may be, in accordance with the provisions of this Act or the by-laws shall be deemed to be binding on all apartment owners.

#### **24. Powers To Exempt From Stamp Duty, Registration Fee And Court-Fees And Power To Refund :-**

(1) The Government may, by notification, reduce or remit, whether prospectively or retrospectively,--

(a) the stamp duty with which, under any law for the time being in force, instruments or documents executed by or on behalf of or in favour of an apartment owner or the society or the Association of Apartment owners relating to any of the purposes of this Act are respectively chargeable ;

(b) any fee payable under the law of registration or court-fees for the time being in force on instruments or documents executed by or on behalf of or in favour of an apartment owner or the society or the Association of Apartment owners, relating to any of the purposes of this Act.

(2) Notwithstanding anything contained in any other law for the time being in force, the Government may refund the amount of any stamp duty or fee paid in pursuance of any law referred to in sub-section (1) in such circumstances, to such extent and subject to such terms and conditions, if any, as the Government may, by order, determine.

#### **25. Act To Override Other Laws :-**

(1) The provisions of this Act shall have effect notwithstanding anything inconsistent therewith contained in any other law for the



time being in force or any custom, usage or agreement or decree or order of a court, tribunal or other authority.

(2) Save as otherwise provided in sub-section (1), the provisions of this Act, shall be in addition to, and not in derogation of, any other law for the time being in force.

## **26. Removal Of Doubts :-**

For the removal of doubts it is hereby declared that the provisions of the Transfer of Property Act, 1882 (Central Act IV of 1882) shall, in so far as they are not inconsistent with the provisions of this Act, apply to every apartment together with its undivided interest in the common areas and facilities and the limited common areas and facilities of such apartment as those provisions apply in relation to any immovable property and the provisions of this Act shall take effect notwithstanding anything to the contrary contained in any contract.

## **27. Power To Make Rules :-**

(1) The Government may make rules for carrying out the purposes of this Act.

(2) In particular and without prejudice to the generality of the foregoing power, such rules may provide for all or any of the following matters, namely:--

(a) the form of Deed of Apartment specified in Section 10 and the particulars to be mentioned therein ;

(b) the matters to be provided in the bye-laws under sub-Section (2) of Section 13 ;

(c) the collection of fees from the apartment owners by the society or the Association of Apartment owners which shall be payable to the competent authority towards administrative charges ;

(d) any other matter which is required to be, or may be, prescribed.

(3) (a) All rules made under this Act shall be published in the Tamil Nadu Government Gazette and unless they are expressed to come into force on a particular day, shall come into force on the day on which they are so published.

(b) All notifications issued under this Act shall, unless they are expressed to come into force on a particular day, come into force on the day on which they are published.

(c) Every rule or order made or a notification issued under this Act shall, as soon as possible after it is made or issued, be placed on

the table of the Legislative Assembly, and if before the expiry of the session in which it is so placed or the next session, the Assembly makes any modification in any such rule or order or notification, or the Assembly decides that the rule or order or notification should not be made or issued, the rule or order or notification shall thereafter have effect only on such modified form, or be of no effect, as the case may be, so, however that any such modification or annulment shall be without prejudice to the validity of anything previously done under that rule or order or notification.

**28. Power To Remove Difficulties :-**

If any difficulty arises in giving effect to the provisions of this Act, the Government may, by an order published in the Tamil Nadu Government Gazette, make such provisions not inconsistent with the provisions of this Act, as appear to them to be necessary or expedient for removing the difficulty :

Provided that no such order shall be made after the expiry of a period of two years from the date of commencement of this Act.