

This act though has been passed by Parliament but has not yet been practically implemented in Delhi because the Government has not yet appointed the Registrar/Administrator to implement this act.



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The
Delhi Apartment Ownership
Act, 1986
(58 of 1986)

with
THE DELHI APARTMENT OWNERSHIP RULES, 1987
and
THE DELHI FIRE PREVENTION AND FIRE SAFETY
ACT, 1987
with
THE DELHI FIRE PREVENTION AND FIRE SAFETY
RULES, 1987

By
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Verified today, the day of 19

Place

Dated

Signature of the
Authorised Representative,
if any.

Signature of the
Appellant.

FORM-F

Section 8(2)

[See Rule 10(b)]

Form of appeal to the Administrator against the order of the Appellate Tribunal under Section 8 (2) of the Delhi Fire Prevention and Fire Safety Act, 1986

Appeal No. of 19

Shri S/o Shri

. Resident of

APPELLANT

VERSUS

NOMINATED AUTHORITY/CHIEF FIRE OFFICER

Appeal under Section 8(2) of the Delhi Fire Prevention and Fire Safety Act, 1986 against the order of Shri

. Appellate Tribunal dated

Sir,

The Appellant respectfully showeth as under :—

1. Statement of facts.
2. Grounds of appeal
3. Fee of Rs. 1,000/- paid vide Receipt No
Dated
4. Appeal is within time.
5. No. other appeal or any matter relating to the subject matter of this appeal is pending in any court of law.

6. Relief claimed.

Signature of Authorised
Representative, if any.

Signature of
Appellant.

VERIFICATION

I, . . . the appellant do hereby declare
that what is stated above is true to the best of my personal knowledge and
belief and that I have not suppressed any material facts. . .

Verified today, the day of . . . 19

Place. . .

Dated. . .

Signature of the Authorised
Representative, if any.

Signature of the
Appellant,

238

The Delhi Apartment Ownership Bill, 1986

(BILL NO. 11 OF 1986)

STATEMENT OF OBJECTS AND REASONS

The Delhi Apartment Ownership Bill 1986 seeks to achieve the object of enabling the conferment of heritable and transferable right in an apartment including its proportionate and undivided interest in land and other common areas. The scarcity of land in Delhi because of very rapid urbanisation has led to a vertical growth of buildings. Multistoreyed residential buildings, integrated development of commercial institutional and industrial areas and flatted factories have resulted in a marked increase in the number of multi-storeyed buildings in Delhi containing a number of apartments, sharing land and other common facilities. In the case of flats constructed by agencies like the Delhi Development Authority, while the super-structure is conveyed to the allottee, the land is conveyed to registered agency and the allottees, jointly which apart from separating the ownership of land and super-structures, interposes the registered agency in future transfers of properties. In the case of co-operative societies difficulties are experienced in obtaining loans in the absence of a mortgageable title in an apartment constructed on indivisible land, the title to which rests in the society. The existing arrangements also involve the intervention of the Government and agencies like the Delhi Development Authority in the litigation or dispute regarding management of common areas which arise between the lessees and the buyers of the apartments. The legislation therefore proposes to meet the present demand for statutory recognition of an apartment as a unit of property, capable of transfer and for a statutory organisation clothed with adequate powers for management of common areas in multi-storeyed buildings.

The Delhi Apartment Ownership Act, 1986

(58 of 1986)¹

[23rd December 1986]

An Act to provide for the ownership of an individual apartment in a multi-storeyed building and of an undivided interest in the common areas and facilities appertenant to such apartment and to make such apartment and interest heritable and transferable and for matters connected therewith or incidental thereto.

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 multi-storeyed building and of an undivided interest in the common areas and facilities appertenant to such apartment, and to make such apartment and interest heritable and transferable and to provide for matters connected therewith or incidental thereto ;

Be it enacted by Parliament in the Thirty-seventh Year of the Republic of India as follows :

CHAPTER I

PRELIMINARY

1. Short title, extent and commencement

- (1) This Act may be called the Delhi Apartment Ownership Act, 1986.
- (2) It extends to the whole of the Union territory of Delhi
- (3) It shall come into force on such date as the Administrator may, by notification in the Official Gazette, appoint.

2. Application

The provisions of this Act shall apply to every apartment in a multi-storeyed building which was constructed mainly for residential or commercial or such other purposes as may be prescribed, by.—

- (a) any group housing co-operative society : or
- (b) any other person or authority.

before or after the commencement of this Act and on a freehold land, or a lease-hold land, if the lease for such land is for a period of thirty years or more :

1. Published in Gazette of India (Extraordinary), Part II, Section 1, dated 23-12-1986,

Provided that, where a building constructed, whether before or after the commencement of this Act, on any land contains only two or three apartments, the owner of such building may, by a declaration duly executed and registered under the provisions of the Registration Act, 1908 (16 of 1908), indicate his intention to make the provisions of this Act applicable to such building, and on such declaration being made, such owner shall execute and register a Deed of Apartment in accordance with the provisions of this Act, as if such owner were the promoter in relation to such building.

3. Definitions

In this Act, unless the context otherwise requires,

- (a) "Administrator" means the Administrator of the Union territory of Delhi appointed by the President under article 239 of the Constitution :
- (b) "allottee", in relation to an apartment, means the person to whom such apartment has been allotted, sold or otherwise transferred by the promoter ;
- (c) "apartment" means a part of any property, intended for any type of independent use, including one or more rooms or enclosed spaces located on one or more floors or any part or parts thereof, in a multi-storeyed building to be used for residence or office or for the practice of any profession, or for the carrying on of any occupation, trade or business or for such other type of independent use as may be prescribed, and with a direct exit to a public street, road or highway, or to a common area leading to such street, road or highway, and includes any garage or room (whether or not adjacent to the multi-storeyed building in which such apartment is located) provided by the promote for use by the owner of such apartment for parking any vehicle or, as the case may be, for the residence of any domestic aide employed in such apartment ;
- (d) "apartment number" means the number, letter or combination thereof, designating an apartment ;
- (e) "apartment owner" means the person or persons owning an apartment and an undivided interest in the common areas and facilities appurtenant to such apartment in the percentage specified in the Deed of Apartment ;
- (f) "Association of Apartment Owners",—
- (i) in relation to a multi-storeyed building not falling within sub-clause (ii), means all the owners of the apartments therein ;
- (ii) in the case of the multi-storeyed buildings in any area, designated as a block, pocket or otherwise, means all the owners of the apartments in such block, pocket or other designated area, acting as a group in accordance with the bye-laws ;
- (g) "authority" includes any authority constituted or established by or under any law for the time being in force ;

THE DELHI APARTMENT OWNERSHIP ACT, 1986

- (h) "Board" means the Board of Management of an Association of Apartment Owners elected by its members under the bye-laws ;
- (i) "bye-laws" means the bye-laws made under this Act ;
- (j) "common areas and facilities", in relation to a multi-storeyed building, means—
- (i) the land on which such building is located and all basements, rights and appurtenances belonging to the building ;
 - (ii) the foundations, columns, girders, beams, supports, main walls, roofs, halls, corridors, lobbies, stairs, stairways, fire-escapes and entrances and exits of the building ;
 - (iii) the basements, cellars, yards, gardens, parking areas, shopping centres, schools and storage spaces ;
 - (iv) the premises for the lodging of janitors or persons employed for the management of the property ;
 - (v) installations of central services, such as, power light, gas hot and cold water, heating, refrigeration, air-conditioning, incinerating and sewerage ;
 - (vi) the elevators, tanks, pumps, motors, fans, compressors ducts and in general all apparatus and installations existing for common use ;
 - (vii) such other community and commercial facilities as may be prescribed ; and
 - (viii) all other parts of the property necessary or convenient to its existence, maintenance and safety or normally in common use ;
- (k) "common expenses" means—
- (i) all sums lawfully assessed against the apartment owners by the Association of Apartment Owners for meeting the expenses of administrations, maintenance, repair or replacement of the common areas and facilities ;
 - (ii) expenses declared as common expenses by the provisions of this Act or by the bye-laws, or agreed upon by the Association of Apartment Owners ;
- (l) "common profits" means the balance of all income, rents, profits and revenues from the common areas and facilities remaining after the deduction of common expenses ;
- (m) "competent authority" means
- (i) a Secretary in the Delhi Administration, or
 - (ii) the Vice-Chairman of the Delhi Development Authority, or
 - (iii) the Land and Development Officer of the Central Government.

who may be authorised by the Administrator, by notification in the Official Gazette, to perform the functions of the competent authority under this Act :

- (n) "Deed of Apartment" means the Deed of Apartment referred to in section 13 ;
- (o) "Delhi" means the Union territory of Delhi ;
- (p) "joint family" means a Hindu undivided family, and in the case of other persons, a group or unit, the members of which are by custom, joint in possession or residence ;
- (q) "limited common areas and facilities" means those common areas and facilities which are designated in writing by the promoter before the allotment, sale or other transfer of any apartment as reserved for use of certain apartment or apartments to the exclusion of the other apartments ;
- (r) "Manager" means the Manager of an Association of Apartment Owners appointed under the bye-laws ;
- (s) "multi-storeyed building" means a building constructed on any land, containing four or more apartments, or two or more buildings in any area designated as a block, pocket or otherwise, each containing two or more apartments, with a total of four or more apartments in all such buildings, and includes a building containing two or three apartments in respect of which a declaration has been made under the proviso to section 2 ;
- (t) "owner", in relation to a apartment, includes, for the purposes of this Act, a lessee of the land on which the building containing such apartment has been constructed, where the lease of such land is for a period of thirty years or more ;
- (u) "person" includes a firm and a joint family, and also includes a group housing co-operative society ;
- (v) "prescribed" means prescribed by rules made under this Act ;
- (w) "promoter" means the authority, person or co-operative society, as the case may be, by which, or by whom, any multi-storeyed building has been constructed ;
- (x) "property" means the land, the multi-storeyed building, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

COMMENTS

The definition of 'Apartment' under this Act is similar to that of Section 3 (a) of Maharashtra Apartment Ownership Act 1970 and further adds garages, out-houses and servant quarter. The deed of apartment is intended to create interest and right in the owner in respect of the apartment but creates only

undivided interest in respect of common areas and facilities appurtenant to such apartments. By virtue of the bye-laws that may be made under this Act an Association of Apartment Owners is contemplated to be formed and the members of such association are designated as Apartment Owners. Common areas shall mean the areas covered under the Act, but Common expenses mean the expenses that may be lawfully assessed under the bye-laws of the Association of Apartment owners. The word, 'Common profits' is defined as similar to Section 3 (h) of the Maharashtra Act. Unlike the Maharashtra Act, the Secretary of Delhi Administration the Vice Chairman of DDA and L & DO of Central Govt. are made Competent authorities under this Act. The word, 'Promoter' has not been defined under the Maharashtra Act, but the present Act defines promoter as includes the authority, person and a Co-operative Society by whom the multi-storeyed building is being promoted.

CHAPTER II

OWNERSHIP, HERITABILITY AND TRANSFERABILITY OF APARTMENTS

4. Ownership of apartments

(1) Every person to whom any apartment is allotted, sold or otherwise transferred by the promoter, on or after the commencement of this Act, shall, save as otherwise provided in section 6, and subject to the other provisions of this Act, be entitled to the exclusive ownership and possession of the apartment so allotted, sold or otherwise transferred to him.

(2) Every person to whom any apartment was allotted, sold or otherwise transferred by the promoter before the commencement of this Act shall, save as otherwise provided under section 6 and subject to the other provisions of this Act, be entitled, on and from such commencement, to the exclusive ownership and possession of the apartment so allotted, sold or otherwise transferred to him.

(3) Every person who becomes entitled to the exclusive ownership and possession of an apartment under sub-section (1) or sub-section (2) shall be entitled to such percentage of undivided interest in the common areas and facilities as may be specified in the Deed of Apartment and such percentage shall be computed by taking, as a basis, the value of the apartment in relation to the value of the property.

(4) (a) The percentage of the undivided interest of each apartment owner in the common areas and facilities shall have a permanent character, and shall not be altered without the written consent of all the apartment owners.

(b) The percentage of the undivided interest in the 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 apartment, even though such interest is not expressly mentioned in the conveyance or other instrument.

(5) The 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 void.

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

(7) The necessary work relating to maintenance, repair and replacement of the common areas 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.

(8) The Association of Apartment Owners shall have the irrevocable right, to be exercised by the Board or Manager to have access to each apartment from time to time during reasonable hours for the maintenance, repairs or replacement of any of the common areas or facilities therein, or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the common areas and facilities or to any other apartment or apartments.

COMMENTS

The word, 'Otherwise transferred' occurring in Section 4 (1) includes the transfer by lease gift or mortgage. The percentage of undivided interest in the common areas and facilities shall be determined through the Deed of Apartment which shall be computed on the basis of the value of apartment in relation to the value of the property. The undivided interest is a permanent asset to the Association of Apartment owners and shall not be altered without the written consent of all the apartment owners. The common interest and facilities shall be deemed to be transferred along with the transfer of the flat but cannot be partitioned or transferred as a separate interest or right. The burden of management and maintenance of the flats is squarely put on the Board or manager of the Association of apartment owners.

5. Apartment to be heritable and transferable

Subject to the provisions of section 6, each apartment, together with the undivided interest in the common areas and facilities appurtenant to such apartment, shall, for all purposes constitute as a 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 appurtenant to 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, investigations, legal proceedings, remedy and to penalty, forfeiture or punishment as any other immovable property or make a bequest of the same under the law applicable to the transfer and succession of immovable property :

Provided that where the allotment, sale or other transfer of any apartment has been made by any group housing co-operative society in favour of any member thereof, the transferability of such apartment and all other matters

shall be regulated by the law applicable to such group housing co-operative society.

6. Ownership of apartment subject to conditions

Where any allotment, sale or other transfer of any apartment has been made, whether before or after the commencement of this Act, in pursuance of any promise of payment, or part payment, of the consideration thereof, the allottee or transferee, as the case may be, shall not become entitled to the ownership and possession of that apartment or to a percentage of undivided interest in the common areas and facilities appurtenant to such apartment until full payment has been made of the consideration thereof together with interest, if any due thereon, and where any such allottee or transferee has been inducted into the possession of such apartment or any part thereof in pursuance of such allotment or transfer, he shall, until the full payment of the consideration has been made, continue to remain in possession thereof on the same terms and conditions on which he was so inducted into possession of such apartment or part thereof.

COMMENTS

The allottee shall not be construed as owner until the complete payment of the promised consideration has been paid in accordance with the covenants of transfer. Even the possession of the apartment shall not entitle him to claim ownership unless full agreed payment has been made.

7. Compliance with the covenants and bye-laws

Each apartment owner shall comply strictly with the bye-laws and with the covenants, conditions and restrictions set forth in the Deed of Apartment, and failure to comply with any of them shall be a ground for action to recover sums due for damages, or for injunctive relief, or both, by the Manager or Board on behalf of the Association of Apartment Owners, or, in a proper case, by an aggrieved apartment owner.

COMMENTS

The Deed of apartment is an important document which ascertains the rights and liabilities of the parties to the deed. Failure to comply with the terms of the agreement shall attract legal action by the aggrieved party.

8. Right of re-entry

(1) Where any land is given on lease by a person (hereafter in this section referred to as the lessor) to another person (hereafter in this section referred to as the lessee, which term shall include a person in whose favour a sub-lease of such land has been granted), and any multistoreyed building has been constructed on such lease-hold land by the lessee or by any other person authorised by him or claiming through him, such lessee shall grant in respect of the land as many sub-leases as there are apartments in such multi-storeyed building and shall execute separate deeds of sub-lease in respect of such land in favour of each apartment owner :—

- (a) in the case of a multi-storeyed building constructed before the commencement of this Act, within three months from such commencement ; or
- (b) in the case of a multi-storeyed building constructed after the commencement of this Act, within three months from the date on which the possession of any apartment in such multi-storeyed building is delivered to him :

Provided that no sub-lease in respect of any land shall be granted except on the same terms and conditions on which the lease in respect of the land has been granted by the lessor and no additional terms and conditions shall be imposed by the lessee except with the previous approval of the lessor.

(2) Where the lessee has any reason to suspect that there had been any breach of the terms and conditions of the sub-lease referred to in sub-section (1), he may himself inspect the land on which the multi-storeyed building containing the concerned apartment has been constructed, or may authorise one or more persons to inspect such land and make a report as to whether there had been any breach of the terms and conditions of any sub-lease in respect of such land and, if so, the nature and extent of such breach, and for this purpose, it shall be lawful for the lessee or any person authorised by him to enter into, and to be in, the land in relation to which such breach has been or is suspected to have committed.

(3) Where the lessee or any person authorised by him makes an inspection of the land referred to in sub-section (1), he shall record in writing his findings on such inspection [a true copy of which shall be furnished to the apartment owner by whom such breach of the terms and conditions of sub-lease in respect of the land appurtenant to the apartment owned by him has been committed (hereinafter referred to as the defaulting apartment owner)] and where such findings indicate that there had been any breach of the terms and conditions of the sub-lease in respect of such land, the lessee may, by a notice in writing, require the defaulting apartment owner to refrain from committing any breach of the terms and conditions of the sub-lease in respect of such land, or to pay in lieu thereof such composition fees as may be specified in the notice in accordance with such scales of composition fees as may be prescribed.

(4) The defaulting apartment owner who is aggrieved by any notice served on him by the lessee under sub-section (3) may, within thirty days from the date of service of such notice, prefer an appeal to the Court of the District Judge having jurisdiction (hereinafter referred to as the District Court), either challenging the finding of the lessee or any person authorised by him or disputing the amount of composition fees as specified in the notice, and the District Court may, after giving the parties a reasonable opportunity of being heard, confirm, after or reverse those findings or may confirm, reduce or increase the amount of composition fees or set aside the notice.

(5) Where, on the breach of any terms and conditions of any sub-lease in respect of any land, any composition fees become payable, the defaulting apartment owner shall be deemed to have been guilty of such breach and in

default of payment thereof it shall be lawful for the lessee to recover the amount of the composition fees from the defaulting apartment owner as an arrear of land revenue.

(6) Where any composition fees are paid whether in pursuance of the notice served under sub-section (3) or in accordance with the decision of the District Court or a higher court on appeal, no further action shall be taken by the lessee for the breach of the terms and conditions of the sub-lease in respect of the land in relating to which payment of such composition fees has been made.

(7) If the defaulting apartment owner omits or fails to refrain from committing any breach of the terms and conditions of the sub-lease in respect of the land or, as the case may be, omits or fails to pay the composition fees in lieu thereof—

- (i) in accordance with the notice issued by the lessee under sub-section (3), or
- (ii) where the findings of the lessee or the person authorised to inspect the land about any breach of the terms and conditions of any sub-lease in respect of the land or the amount of composition fees specified in the notice issued by the lessee are altered by the District Court on appeal or by any higher court on further appeal, in accordance with the decision of the District Court or such higher court, as the case may be.

The lessee shall be entitled—

- (a) where no appeal has been preferred under sub-section (4), within sixty days from the date of service of the notice under sub-section (3), or
- (b) where an appeal has been preferred under sub-section (4), within sixty days from the date on which the appeal is finally disposed of by the District Court or, where any further appeal is preferred to a higher court, by such higher court.

to exercise the right of re-entry in respect of the undivided interest of the lessee in the land appurtenant to the apartment owned by the defaulting apartment owner, and where such right of re-entry cannot be exercised except by the ejectment of the defaulting apartment owner from his apartment, such right of re-entry shall include a right to eject the defaulting apartment owner from the concerned apartment :

Provided that no such ejectment shall be made unless the defaulting apartment owner has been paid by the lessee such amount as compensation for such ejectment as may be determined in accordance with the prescribed scales of compensation.

(8) No appeal preferred under sub-section (4) shall be admitted, unless twenty-five percent, of the composition fees specified in the notice served on the defaulting apartment owner has been deposited to the credit of the District Court in savings bank account to be opened by the District Court in any branch of an approved bank :

Provided that the District Court may, on sufficient cause being shown, either remit or reduce amount of such deposit, and the interest accruing on such deposit, shall ensure to the credit of defaulting apartment owner by whom such deposit has been made :

Provided further that the amount of such deposit together with the interest due thereon shall be distributed by the District Court in accordance with the decision in such appeal, or where any further appeal has been preferred against such decision, in accordance with the decision in such further appeal.

(9) The defaulting apartment owner, who is aggrieved by the amount offered to be paid to him under the proviso to sub-section (7) as compensation for ejection from his apartment may, within thirty days from the date of such offer, prefer an appeal to the District Court and the District Court may, after giving the parties a reasonable opportunity of being heard, maintain increase or reduce the amount of compensation.

(10) On the ejection of the defaulting apartment owner from the apartment under sub-section (7), the lessee by whom such ejection has been made may make a fresh allotment of the concerned apartment to any other person on such terms and conditions as he may think fit:

Provided that the consideration for such fresh allotment shall not be more than the amount which has been paid to the defaulting apartment owner as compensation.

(11) Where any lessee omits or fails to take any action either in accordance with the provisions of sub section (2) or sub-section (3) or sub-section (7), the lessor may, in the first instance, require the lessee by a notice in writing to take action against the defaulting apartment owner under subsection (2) or sub-section (3) or, as the case may be, under sub-section (7), within a period of ninety days from the date of service of such notice, and in the event of the omission or failure of the lessee to do so within such period, the lessor may himself take action as contained in sub-section (2) of sub-section (3) or sub-section (7), and the provisions of sub-section (4) to sub-section (6) and sub-section (8) to sub-section (10), shall, as far as may be, apply to any action taken by him as if such action had been taken by the lessee.

(12) For the removal of doubts, it is hereby declared that no work in any apartment by the owner thereof shall be deemed to be a breach of the terms of the sub-lease in respect of the land on which the multi-storeyed building containing such apartment has been constructed unless the work is prohibited by Section 11.

Explanation.—In this section, “approved bank” means the State Bank of India constituted under Section 3 of the State Bank of India Act, 1955 (23 of 1955), or a subsidiary bank constituted under Section (3) of the State Bank of India (Subsidiary Banks) Act, 1959 (38 of 1959), or a corresponding new bank constituted under Section (3) of the Banking Companies (Acquisition and Transfer of undertakings) Act, 1970 (5 of 1970) or corresponding new bank constituted under Section 3 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1980 (40 of 1980).

COMMENTS

A sub lease can be granted by the owner/lessee to any person but on the same terms and conditions that were agreed between him and the original lessor. The breach of any of such terms by the sub-lessee shall entitle right of re-entry in favour of the lessee. Prior to such re-entry the concerned apartment shall be inspected and the extent of breach of terms shall be recorded in writing by the lessee or a person authorised by him, and a notice shall be issued to the defaulting owner stating therein to refrain from committing such breaches of contract or to pay in lieu thereof such composition fees. In case the apartment owner is aggrieved by such notice, he may prefer an appeal before the District Judge within 30 days of receipt of such notice. The decision of the District Judge may include ejectment order against the defaulting owner, increase in compensation or dismissal of appeal. Second appeal to higher court may be preferred within 60 days from the date of such order. However the payment of 25% of the composition fees claimed is made a sine quo non for admission of appeal which shall be deposited in a bank account of the District Court. In case of ejectment, the apartment owner shall be paid the due compensation amount and not more than that amount shall be charged from the subsequent allottee.

9. Purchasers or persons taking lease of apartments from apartment owners to execute an undertaking

Notwithstanding anything contained in the Transfer of Property Act, 1882 (4 of 1882), or in any other law for the time being in force, any person acquiring any apartment from any apartment owner by gift, exchange, purchase or otherwise, or taking lease of an apartment from an apartment owner for a period of thirty years or more, shall—

- (a) in respect of the said apartment, be subject to the provisions of this Act; and
- (b) execute and register an instrument in such form, in such manner and within such period as may be prescribed giving an undertaking to comply with the covenants, conditions and restrictions, subjects to which such apartment is owned by the apartment owner aforesaid.

10. Benamidar of the apartment to be deemed to be the real owner

If any apartment is acquired by any person, whether by allotment sale or otherwise with the consideration thereof paid or provided by another person the acquirer shall, notwithstanding anything contained in the Transfer of Property Act, 1882 (4 of 1882), or in the Indian Trusts Act, 1882 (2 of 1882) or in any other law for the time being in force, be deemed to be the real owner of such apartment, and no court shall entertain any claim of the person paying or providing such consideration for title of such apartment on the ground that the acquisition of the apartment was made on behalf of such person or on behalf of someone through whom such person claims.

COMMENTS

Any person acquiring ownership of apartment by way of any transfer shall give an undertaking to comply with the terms and conditions of the deed of agreement by which the original owner is bound. The benami transfers have been recognised under this Act.

11. Certain works prohibited

No apartment owner shall do any work which would be prejudicial to the soundness or safety of the property or reduce the value thereof or impair any easement or, hereditament or shall add any material structure or excavate any additional basement or cellar without first obtaining the consent of all the other apartment owners.

Explanation.—In this section, reference to apartment owners shall be construed, in relation to a multi-storeyed building in any block, pocket or other designated area, the apartment owners of the concerned multi-storeyed building in such block, pocket or other designated area.

12. Encumbrances against apartments

(1) The owner of each apartment may create any encumbrance, only against the apartment owned by him and the percentage of the undivided interest in the common areas and facilities appurtenant to such apartment in the same manner and to the same extent as may be created in relation to any other separate parcel of property subject to individual ownership:

Provided that where any such encumbrance is created, the apartment in relation to which such encumbrance has been created shall not be partitioned or sub-divided.

(2) No labour performed or material furnished with the consent, or at the request, of an apartment owner or his agent or his contractor or subcontractor, shall be the basis for a charge or any encumbrance under the provisions of the Transfer of Property Act, 1882 (4 of 1982), against the apartment or property of any other apartment owner not expressly consenting to, or requesting the same, except that such express consent shall be deemed to be given by the other apartment owner in the case of emergency repairs thereto.

(3) The labour performed and material furnished for the common areas and facilities, if duly authorised by the Association of Apartment Owners in accordance with the provisions of this Act, or the bye-laws, shall be deemed to be performed or furnished with the express consent of each apartment owner and shall be the basis for a charge or encumbrance under the Act aforesaid against each of the apartments and shall be to the provisions of sub-section (4).

(4) In the event of a charge or any encumbrance against two or more apartments becoming effective, the apartment owners of the separate apartments may remove their apartments and the percentage of undivided interest in the common areas and facilities appurtenant to such apartments from the charge or encumbrance on payment of the fractional or proportional amounts

attributable to each of the apartments affected and on such payment, the apartment and the percentage of undivided interest in the common areas and facilities appurtenant thereto shall be free of the charge or encumbrance so removed :

Provided that such partial payment shall not prevent the person having a charge or any of the encumbrances from proceeding to enforce the rights, in relation to the amount not so paid, against any other apartment and the percentage of undivided interest in the common areas and facilities appurtenant to such apartment.

(5) On any such payment, discharge or other satisfaction, referred to in sub-section (4), the apartment and the percentage of undivided interest in the common areas and the facilities appurtenant thereto shall be free and clear of the charge or encumbrance, so paid, satisfied or discharged.

COMMENTS

Any work that may diminish the value of the property is prohibited within the apartment, without the written consent of all the owners. The owner may create encumbrances in respect of the apartment along with his undivided interest in the common area. A charge created over the common area can be removed on payment proportional amounts attributable to each of the apartments affected by such encumbrance. However the right of the person holding charge is not barred from enforcing it.

CHAPTER III

DEED OF APARTMENT AND ITS REGISTRATION

13. Contract of Deed of Apartment

(1) Whenever any allotment, sale or other transfer of any apartment is made ~~by the promoter shall,~~

- (a) in the case of an allotment, sale or other transfer made after the commencement of this Act, within three months from the date of such allotment, sale or other transfer, or
- (b) in the case of any allotment, sale or other transfer made before the commencement of this Act, within six months from the date of such commencement.

execute a Deed of Apartment containing the following particulars, namely:—

- (i) the name of the allottee, ✓
- (ii) description of the land on which the building and the common areas and facilities are located; and whether the land is free-hold or lease-hold, and if lease-hold, the period of such lease,
- (iii) a set of floor plans of the multi-storeyed building showing the layout and location, number of apartments and bearing a verified statement of an architect certifying that it is an accurate copy of the portions of the plans of the building as filed with and approved

by, the local authority within the jurisdiction of which the building is located,

- (iv) description of the multi-storeyed building stating the number of storeys and basements, the number of apartments in that building and the principal materials of which it is constructed,
- (v) the apartment number, or statement of the location of the apartment its approximate area, number and dimension of rooms, and immediate common area to which it has access, and any other data necessary for its proper identification,
- (vi) description of the common areas and facilities and the percentage of undivided interest appertaining to the apartment in the common areas and facilities,
- (vii) description of the limited common areas and facilities, if any, stating to which apartments their use is reserved,
- (viii) value of the property and of each apartment, 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,
- (ix) statement of the purposes for which the building and each of the apartments are intended and restricted as to use,
- (x) the name of the person to receive service of process, together with the particulars of the residence or place of business of such person,
- (xi) provision 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 :

Provided that the competent authority may, if it is satisfied that the promoter was prevented by sufficient cause from executing the Deed of Apartment in relation to any apartment within the period of three months, or six months, as the case may be, permit the promoter to execute such Deed of apartment within such further period, not exceeding six months, as it may specify.

(2) The promoter shall—

- (a) file in the office of the competent authority, and
- (b) deliver to the concerned allottee or transferee as the case may be, a certified copy of each Deed of Apartment as registered under Section 14.

(3) Whenever any transfer of any apartment is made by the owner thereof, whether by sale, lease, mortgage, exchange, gift or otherwise, the transferer shall deliver to the transferee the certified copy of the Deed of Apartment delivered to him under sub-section (2) after making an endorsement thereon as to the name, address and other particulars of the transferee, to enable the transferee to get the endorsement on the certified copy of the

Deed of Apartment registered in accordance with the provisions of Section 14.

(4) Whenever any succession takes place to any apartment or part thereof, the successor shall, within a period of six months from the date of such succession, make an application to the competent authority for recording such succession on the certified copy of the Deed of Apartment in relation to the concerned apartment, and, if there is any dispute as to the succession to the apartment, the competent authority shall decide the same, and for this purpose, such authority shall have the powers of a civil court, while trying a suit, and its decision shall have effect of a decree and shall be appealable as if it were a decree passed by the principal civil court of original jurisdiction.

(5) Whenever any succession to an apartment has been recorded by the competent authority under sub-section (4), such authority shall send a true copy of such record, to the concerned Registrar for registration thereof in accordance with the provisions of section 14.

(6) For the removal of doubts, it is hereby declared that the provisions of this section shall be in addition to, and not in derogation of, the provisions of any other law, for the time being in force, relating to the transfer of immovable property.

14. Registration of Deed of Apartment

(1) Every Deed of Apartment and every endorsement thereon relating to the transfer of the apartment shall be deemed to be a document which is compulsorily registrable under the Registration Act, 1908 (6 of 1908) and shall be registered with the Registrar accordingly, and the words and expressions used in this section but not defined in this Act, shall have the meanings respectively assigned to them in the Registration Act, 1908.

(2) In all registration offices, a book called "Register of Deeds of Apartments under the Delhi Apartment Ownership Act, 1986" and an index relating thereto shall be kept in such form and shall contain such particulars as may be prescribed.

(3) Whenever any endorsement on a Deed of Apartment is registered the concerned Registrar shall forward a certified copy thereof to the competent authority to enable the authority to make necessary entries in the certified copy of the concerned Deed of Apartment filed with it under sub-section (2) of section 13.

(4) Any person acquiring any apartment 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.

COMMENTS

The deed of Apartment is very important document which must contain all the ingredients enshrined in section 13 and must be registered under section 14 of the Act. The Registrar shall maintain separate register for deeds of

apartments under this Act and forward a copy of the registered deed to the competent authority for making necessary entries in their records.

CHAPTER VI

Association of Apartment Owners and Bye-Laws for the Regulation of the Affairs of such Association

15. Association of Apartment Owners and bye-laws relating thereto

(1) There shall be an Association of Apartment Owners for the administration of the affairs in relation to the apartments and the property appertaining thereto and for the management of common areas and facilities :

Provided that where any area has been demarcated for the construction of multi-storeyed buildings, whether such area is called a block or pocket or by any other name, there shall be a single Association of Apartment Owners in such demarcated area.

(2) The Administrator may, by notification in the Official Gazette, frame model bye-laws in accordance with which the property referred to in sub-section (1) shall be administered by the Association of Apartment Owners and every such Association shall, at its first meeting, make its bye-laws in accordance with the model bye-laws so framed, and in making its bye-laws the Association of Apartment Owners shall not make any departure from, variation of, addition to, or omission from, the model bye-laws aforesaid except with the prior approval of the Administrator and no such approval shall be given if, in the opinion of the Administrator, such departure, variation, addition or omission will have the effect of altering the basic structure of the model bye-laws framed by him.

(3) The model bye-laws framed under sub-section (2) shall provide for the following, among other matters, namely :

- (a) the manner in which the Association of Apartment Owners is to be formed ;
- (b) the election, from among apartment owners, of a Board of Management by the members of the Association of Apartment owners ;
- (c) the number of apartment owners constituting the Board, the composition of the Board and that one-third of members of the Board shall retire annually ;
- (d) the powers and duties of the Board ;
- (e) the honorarium, if any, of the members of the Board ;
- (f) the method of removal from office of the members of Board ;
- (g) the powers of the Board to engage the services of a Manager ;
- (h) delegation of powers and duties of the Board to such Manager ;

- (i) method of calling meetings of the Association of Apartment Owners and the number of members of such Association who shall constitute a quorum for such meetings ;
 - (j) election of a President of the Association of Apartment Owners from among the apartment owners, who shall preside over the meetings of the Board and of the Association of Apartment Owners ;
 - (k) election of a Secretary to the Association of Apartment Owners from among the apartment owners, who shall be an *ex-officio* member of the Board and shall keep two separate minutes books, one for the Association of Apartment Owners and the other for the Board, pages of each of which shall be consecutively numbered and authenticated by the President of the Association of Apartment Owners, and shall record, in the respective minutes books, the resolutions adopted by the Association of Apartment Owners or the Board, as the case may be ;
 - (l) election of a Treasurer from among the apartment owners, who shall keep the financial records of the Association of Apartment Owners as also of the Board ;
 - (m) maintenance, repair and replacement of the common areas and facilities and payment therefor ;
 - (n) manner of collecting from the apartment owners or any other occupant of apartments, share of the common expenses ;
 - (o) resignation and removal of persons employed for the maintenance, repair and replacement of the common areas and facilities ;
 - (p) restrictions with regard to the use and maintenance of the apartments and the use of the common areas and facilities, as may, be necessary to prevent unreasonable interference in the use each apartment and of the common areas and facilities by the several apartment owners ;
 - (q) any matter which may be required by the Administrator to be provided for in the bye-laws for the proper or better administration of the property ;
 - (r) such other matters as are required to be, or may be, provided for in the bye-laws.
- (4) The bye-laws framed under sub-section (2) may also contain provisions. not inconsistent with this Act.
- (a) enabling the Board to retain certain areas of the building for commercial purposes and to grant lease of the areas so retained, and to apply the proceeds of such lease for the reduction of the common expenses for maintaining the building, common areas and facilities, and if any surplus is left after meeting such expenses, to distribute such surplus to the apartment owners as income ;

- (b) relating to the audit of the accounts of the Association of Apartment Owners and of the Board, and of the administration of the property ;
- (c) specifying the times at which and the manner in which annual general meetings and special general meetings of the Association of Apartment Owners shall be held and conducted ;
- (d) specifying the time at which and the manner in which, the annual report relating to the activities of the Association of Apartment Owners shall be submitted ;
- (e) specifying the manner in which the income derived and expenditure incurred by the Association of Apartment Owners shall be dealt with, or as the case may be, accounted for.

16. Insurance

- (1) The Board or Manager—
 - (a) shall have, if requested so to do by a mortgagee having a first mortgage covering an apartment, the authority to, and
 - (b) shall, if required so to do by the bye-laws or by a majority of the apartment owners,

obtain insurance for the property against loss or damage by fire or other hazards under such terms and for such amounts as shall be so requested or required.

- (2) Such insurance coverage shall be written on the property in the name of such Board or Manager as trustee for each of the apartment owners in the percentages specified in the bye-laws.
- (3) The premia payable in respect of every such insurance shall be common expenses.
- (4) The provisions of sub-sections (1) to (3) shall be without prejudice to the right of each of the apartment owner to insure his own apartment for his benefit.

27. Disposition of property, destruction or damage

If within sixty days of the date of damage or destruction to all, or part of any property, or within such further time as the competent authority may, having regard to the circumstances of the case, allow, the Association of Apartment Owners does not determine to repair, reconstruct or re-build such property, then, and in that event,—

- (a) the property shall be deemed to be owned in common by the apartment owners ;
- (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 ;

- (c) any incumbrances 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 the apartment owner in the property ;
- (d) the property shall be subject to an action for partition at the suit of any apartment owners in which event, the net proceeds of sale together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided amongst all the apartment owners in the percentage equal to the percentage of undivided interest owned by each apartment owner in the property after paying out, all the respective shares of the apartment owners to the extent sufficient for the purpose and all charges on the undivided interest in property owned by each apartment owner.

18. Action

(1) Without prejudice to the rights of any apartment owner, action may be brought by the Board or Manager, in either case in the discretion of the Board on behalf of two or more of the apartment owners as their respective interest may appear, with respect to any cause of action relating to the common areas and facilities or more than one apartment.

(2) The service of process on two or more apartment owners in any action relating to the common areas and facilities or more than one apartment may be made on the person, designated in the bye-laws to receive service of process.

COMMENTS

The constitution of Association of Apartment owners is a statutory requirement under section 15 of the Act. There shall only be one association for a demarcated area. The model bye-laws framed by the administrator shall be adapted by each such association with the approval of the administrator. The complete guide for framing model bye-laws is provided in sub-section (3) of section 15. Under section 16 the Board or manager has been entrusted with powers in respect of maintenance of transfer of the property and also to insure the property. Under Section 17 the property or part of it that may be damaged should be reconstructed or repaired by the Association failing which the property shall be deemed to be owned in common by all the apartment owners including the percentage of the common interest in the property. The net proceeds of the partition of such property shall accrue to the owners of the apartments in proportion to their undivided interest. The Board or the Manager has been given powers to initiate legal action against the erring owner and the service of process can be made on the person.

CHAPTER V

COMMON PROFITS, COMMON EXPENSES AND OTHER MATTERS

19. Common profits, common expenses and other matters

(1) The common profits of the property 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.

(2) Where the apartment owner is not in the 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. Apartment owner not to be except from liability for contribution by waiver of the use of the common areas and facilities

No apartment owner may exempt himself from liability for his contribution towards the common expenses by waiver of the use of enjoyment of any of the common areas and facilities, or by the abandonment of his apartment.

21. Common expenses to be a charge on the apartment

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 prior to all other charges except only :—

- (i) the charge, if any, on the apartment for payment of Government and municipal taxes ; and
- (ii) all the sums unpaid on a first mortgage of the apartment.

22. Separate assessments

(1) Notwithstanding anything to the contrary contained in any law relating to local authorities, each apartment and its percentage of undivided interest in the common areas and facilities appurtenant to such apartment (including an apartment in respect of which the provisions of this Act were applied under the proviso to section 2) shall be deemed to be separate property for the purpose of assessment of tax on lands and buildings leviable under such law and shall be assessed and taxed accordingly ; and for this purpose a local authority shall make suitable regulations to carry out the provisions of this section.

(2) Neither the multi-storeyed building nor the property nor the common areas and facilities referred to in sub-section (1), shall be deemed to be separate properties for the purpose of the levy of such taxes.

23. Joint and several liability of vendor etc., for unpaid common expenses

(1) Upon the sale, bequest or other transfer of an apartment, the purchaser of the apartment or the grantee or legatee or the transferee, as the case may be, shall be jointly and severally liable with the Vendor or the trans-

feror for all unpaid assessments against the vendor or transferor for his share of the common expenses up to the time of the sale, bequest or other transfer, without prejudice to the right of the purchaser, grantee, legatee or transferee to recover from the vendor or the transferor any amount paid by the purchaser, grantee legatee or transferee therefor.

(2) Any purchaser, grantee, legatee or transferee referred to in sub-section (1) shall be entitled to a statement from the Board or Manager setting forth the amount of the unpaid assessment against the vendor or transferor, as the case may be, and such purchaser, grantee, legatee or transferee shall not be liable for, nor shall the apartment be sold subject to a charge for any unpaid share of common expenses against such apartment accrued prior to such sale, bequest or other transfer in excess of the amount set forth in the statement.

COMMENTS

Chapter V provides for receipt of common profits and payment of common expenses. The common profits shall be distributed among the owners according to the percentage of the undivided interest and the common expenses also shall be recoverable from the owner as per the said percentage. The liability in respect of common expenses shall not be waived even if the apartment is abandoned or the facility was not enjoyed by any owner. If not paid by the owner such expenses shall be a charge on the apartment. This charge shall not supersede the charge that may be created in respect of dues payable to the Government or municipality as taxes. Under section 22 the local authority shall make suitable law for assessment and levy of tax in respect of each apartment and in accordance with the percentage of the undivided interest in the common areas. The taxing authority shall not take common areas as separate from the multi-storeyed buildings for assessment purposes. Under section 23 the purchaser, grantee or legatee or the transferee shall be jointly liable to pay the common expenses with the vendor/Grantor/Transferor without prejudice to the right of the former to recover the same from the previous owner. The liability is limited only up to the date of transfer and as per the statement of the Board or the manager about the amount payable.

CHAPTER VI

MISCELLANEOUS

24. Act to be binding on apartment owners, tenants, etc.

(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 in any contract, undertaking or other instrument and all apartment owners, tenants of owners, employees of owners and 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 bye-laws and the rules made thereunder :

Provided that nothing contained in this sub-section shall affect the right, title or interest acquired by any allottee or other person in common areas and facilities from any promoter on or before the 28th day of February, 1986.

(2) All agreements, divisions and determinations lawfully made by the Association of Apartment Owners in accordance with the provisions of this Act and the bye-laws shall be deemed to be binding on all apartment owners.

25. Power to exempt stamp duty, registration fee and court fees and power to refund.

(1) The Central Government may, by notification in the Official Gazette, reduce or remit, whether prospectively or retrospectively from a date not earlier than the date of commencement of this Act,—

- (a) the stamp duty with which, under any law relating to stamp duty for the time being in force, instruments or documents executed by or on behalf of a promoter, apartment or owner or Association of Apartment Owners relating to any of the purposes of this Act are respectively chargeable,
- (b) any fee payable by or on behalf of any promoter, apartment owner or Association of Apartment Owners in relation to instruments or documents referred to in clause (a) under any law relating to registration of documents or to court fees, for the time being in force,

and which the Central Government is competent to levy.

(2) The Central Government may refund the amount of any 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 that Government may, by order, determine.

26. Removal of doubts

For the removal of doubts, it is hereby declared that the provisions of the Transfer of Property Act, 1882 (4 of 1882), shall, in so far as they are not inconsistent with the provisions of this Act, apply to the transfer of any apartment, together with its undivided interest in the common areas and facilities appurtenant thereto, made by the owner of such apartment, whether such transfer is made by sale, lease, mortgage, exchange gift or otherwise, as they apply the transfer of any immovable property.

27. Power to make rules

(1) The Central Government may, by notification in the Official Gazette, make rules to carry out the provisions 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 purposes, other than the purposes specified in section 2, for which any multi-storeyed building may be utilised ;
- (b) the type of independent uses, other than the uses specified in clause (c) of section 3, which may be made of an apartment ;

- (c) the community and commercial facilities which may be included in common areas and facilities under sub-clause (vii) of clause (j) of section 3 ;
- (d) the scales of composition fees which may be paid under section 8 for the breach of the terms and conditions of any lease or sub-lease ;
- (e) the scales in accordance with which compensation, to be paid for the ejection of an apartment owner from his apartment, shall be determined as required by sub-section (7) of section 8 ;
- (f) the form and manner in which, and the period within which, an instrument referred to in clause (b) of section 9, shall be executed and registered ;
- (g) the form in which the Register of Deeds of Apartments under the Delhi Apartment Ownership Act, 1986 and the index relating thereto shall be kept and the particulars which such Register shall contain as required by sub-section (2) of section 14 ;
- (h) any other matter which is required to be, or may be prescribed.

(3) Every rule made under this Act shall be laid, as soon as may be after it is made, before each House of Parliament, while it is in session, for a total period of thirty days which may be comprised in one session or in two or more successive sessions, and if, before the expiry of the session immediately following the session or the successive sessions aforesaid, both Houses agree in making any modification in the rule, or both Houses agree that the rule should not be made, the rule shall thereafter have effect only in 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.

COMMENTS

The provisions of the Act embraces every occupier of the building that comes within its purview irrespective of his status to enjoy the said property. The central Government may remit the stamp duty in respect of the instruments that are made compulsorily registrable. The Transfer of Property Act is applicable to the extent of its inconsistency with this Act. Besides the Administrator, the Central Government is also empowered to make rules for the effective implementation of the provisions of this Act. However, such Rules shall be effective only in the modified form approved by both the houses of parliament. The Rule is effective from the date of its formation and nothing done under the rule shall be undone if such rule was not passed by the parliament.

MINISTRY OF URBAN DEVELOPMENT

(Lands Division)

New Delhi, the 17th November, 1987

NOTIFICATION

Delhi Apartment Ownership Act, 1986.

G.S.R. 9.4(E).—In exercise of the powers conferred by sub-sections (1) and (2) of Section 27 of the Delhi Apartment Ownership Act, 1986 (58 of 1986), the Central Government hereby makes the following rules namely:—

1. **Short title and commencement.**—(1) These rules may be called the Delhi Apartment Ownership Rules, 1987.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. **Definitions.**—In these rules, unless the context otherwise requires—

(a) “Act” means the Delhi Apartment Ownership Act, 1986 (58 of 1986);

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

(c) “section” 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 other common areas and facilities in terms of sub-clause (vii) of Clause (j) 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 and specified in Form ‘A’ and shall also include.

(i) Children’s playing areas, swimming pool, tennis courts, badminton courts, areas providing for other sports facilities.

(ii) Community halls for use of apartment owners on occasions like marriages or other social and like functions.

(iii) areas which are for the common use of the apartment owners, forming part of the sanctioned plan under the bye-laws of the authority, and

(iv) any additional space not counted in the permissible floor space shall also be treated as common area.

4. **Compensation to be paid to the sublessees on eviction.**—(1) The compensation payable to the sublessee under sub-section (7) of section 8 shall be the proportionate cost of land as declared in the Deed of Apartment together with the cost of construction of the apartment as valued on the date of eviction minus depreciation.

(2) The depreciated value of the cost of construction referred to in sub-section (1) shall be assessed by an officer of the Central Public Work Department designated for this purpose and shall be based on approved principles of such valuation on payment of the fees prescribed for this purpose.

5. **Undertaking to be filed by the person acquiring apartment.**—A person acquiring any apartment from any apartment owner by gift, exchange, purchase or otherwise under the provisions of section 9, shall file an undertaking in Form A, with the competent authority within thirty days of such transfer.

6. **Form of Deed of Apartment.**—The Deed of Apartment shall be executed and registered in accordance with sections 13 and 14 of the Act in Form-B.

7. **Form of Book under section 14(2) and of index thereto.**—(1) The Register of the Deeds of Apartment for the purpose of sub-section (2) of section 14 shall be in Form-C.

(2) The Index to such Register shall be in Form-I

[No. J-20011/2/85-LD(DOI)]

DESH RAJ SINGH, Jt. Secy.

FORM--A

(See rule 5)

Undertaking under section 9 of the Delhi Apartment Ownership Act, 1986... ..

I son/daughter of Shri... ..
 resident of... ..
 acquired apartment No... ..in property... ..
by gift, exchange, purchase, lease, transfer or otherwise (delete
 whatever is not applicable) from Shri/Smt... ..
 I hereby undertake to comply with the covenants, conditions and restrictions
 subject to which said apartment was owned by the aforesaid Shri/Smt... ..
before the date of the transfer.

I hereby also undertake that I shall be subject to the provisions of the
 Delhi Apartment Ownership Act, 1986.

Signed and delivered by Shri/Smt... ..
 in the presence of

1.

2.

This... ..day of... .. at Delhi/
 New Delhi.

FORM--B

(See rule 6)

PART—I (For the entire Property)

In the ... (here enter the name of the city town, district, etc.)... ...on this... ...DAY OF ... 19... (here enter the name of the promoter) hereinafter referred as Grantor who is fully empowered and qualified to execute this Deed does hereby state :

FIRST : That the Grantor owns the following freehold/leasehold land situated in ... (here enter city, town village, district) which is described as follows, namely :-

(Insert metes and bounds description of land upon which the building is constructed and add the City Survey or Cadastral Survey Number of Survey Number. Also state the date of registration details of the last document of title under which the Grantor claims the land. In case of leasehold land, give particulars of the lease Deed including the name of the lessor, the lessee, the term of the lease and lease rent. Also state how the grantor has become entitled to the leasehold land if the lease is not in his favour.)

SECOND : That the Grantor has constructed/proposes to construct on the land described above a building known as ... (here enter the name of the building), according to the plans attached hereto as Exhibit A which were approved by the... (here insert name of the local authority) on the... day of... 19... and which are made a part thereof. The Municipal or Ward No. Street No. and House No. are as follows :-

... The postal address of the building is ...

THIRD : That the said building consists of a basement, a ground floor and* upper floors. The ground floor will be used for commercial facilities or other common purposes**

... ..

The ground and*... upper floors consist of individual apartments All for.....purposes (residential, commercial, etc, to be inserted).

The*... upper floors are capable of individual utilisation on account of having their own exit to a common area and facility of the building, and the apartments will be sold to one or more owners, each owner obtaining a particular and exclusive property right thereto and each apartment constituting a heritable and transferrable, immoveable property within the

*To be filled in.

**To be filed in suitably according to the Plan

meaning of any law for the time being in force in the Union Territory of Delhi and also an undivided interest in the general and/or restricted common areas and facilities of the building, as listed hereinafter in this Deed, necessary for adequate use and enjoyment and hereinafter referred to as "general and/or restricted common areas and facilities" all of the above in accordance with the Delhi Apartment Ownership Act, 1986.

FOURTH : That the aforesaid building has a total building area of ...sq.m. of which...sq.m. will constitute the apartments and...sq.m. will constitute general and/or restricted common areas and facilities.

FIFTH : That this *condominium* shall be known as "..." (here insert the name of the building) and that the apartments and common areas and facilities of the building will be as follows :—

1. Apartments

In each of the floors there are...apartments. These apartments will be numbered consecutively from one to...of each floor. Each apartment is equipped with...(describe air conditioning units, fans, geysers, if any, and other equipments... described herein below. The measures of an apartment include all the outside walls and one-half of the block partition but exclude bearing walls.

An apartment is rectangular shaped measuring...Mts. long and...Mts wide making a total area of...Sq. Mts. as specifically shown in Exhibit A of this Deed. Its boundaries are as follows :

(Conform boundary description to actual facts) Its main door has access to the corridor of the respective floor.

The apartment consists of the following rooms :—

A hall of...Sq. Mts. a living room of...Sq.Mts. a dining room of...Sq. Mts., a kitchen of...Sq. Mts. which includes sinks, washing areas, Electric Range, etc., bedrooms of...Sq. Mts. and bath of...Sq. Mts. In addition the apartment has/have a balcony/balconies facing...street of...Sq Mts. (to be changed according to the actual facts).

2. Common Areas and facilities :

(a) The parcel of land referred to in paragraph 1.

(b) A basement shown in Exhibit A attached hereto and consisting of ...sq.m.

(c) The following facilities located in the basement/ground floor/throughout the building/in the apartment complex

(1) ...

(2) ...

(3)

(here insert whatever is the common area according to the plan attached).

SIXTH : (a) That the right, title and interest of each owner of the apartment in the general common areas and facilities listed under Paragraph FIFTH and their proportionate share in the profits and common expenses in the said general common areas and facilities as the proportionate representation for the voting purposes in the meeting of the Association of Apartment Owners of the (insert the name of the building) is based on the proportionate value of each apartment to the total value of all apartments as follows :—

. per cent based on a value of Rupees
for this apartment a total value of for all apartments.

(b) That the right, title and interest of each owner of an apartment located on each of the floors in the restricted common areas and facilities located in the respective floor and their proportionate share in the profits and common expenses in the said restricted common areas and facilities as well as proportionate representation of voting purposes with respect to the said restricted common areas and facilities in the meeting of the Association of Apartment Owners of the (here insert the name of the building) is based on the proportionate value of each apartment to the total value of all family units located in its respective floors as follows:—

. per cent (here follows right, title and interest of the Apartment Owners in the restricted common areas and facilities located in their respective floors).

SEVENTH : That as appears above a plan of apartment ownership is hereby constituted under and subject to the provisions of the Delhi Apartment Ownership Act, 1986, so that the apartments of the 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 facility of the building, each apartment owner having an exclusive and particular right, title and interest over his apartment and in addition the specified undivided interest in the common areas and facilities and/or restricted common areas and facilities.

EIGHTH : That for the purposes of stamp duty and registration fee to be imposed on the registration of this Deed under Section 14 of the Act, the value of the (here insert the name of the building) is distributed as follows :—

(a) Parcel of land described in paragraph FIRST, hereof is valued at Rupees

(b) The building described in paragraph SECOND and THIRD hereof is valued at Rupees.

NINTH : That so long as the grantor/grantors owns/own one or more apartments, the grantor/grantors shall be subject to the provisions of this Deed and of Exhibit A attached hereto and the bye-laws and the grantor/grantors covenants/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 of Apartment Owners by reason of the establishment of the *Condominium*.

TENTH : 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.

ELEVENTH : 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.

TWELFTH : 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.

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

FOURTEENTH : That the dedication of the property to the plan of Apartment Ownership herein shall not be revoked, or the property removed from the plan of Apartment Ownership or any of the provisions herein amended unless all of the Apartment Owners and the Mortgagees of all the Mortgages covering the apartments unanimously agree to such revocation or amendment or removal of the property from the plan by duly registered instruments:

PROVIDED HOWEVER : that the other provisions (except paragraph THIRTEEN) of this Declaration may be amended but that the Declaration shall always be kept consistent with the provisions of the Act by a Vote of at least 66-2/3 per cent in number and in common interest of all apartment owners cast at a meeting duly held in accordance with the provisions of the bye-laws;

PROVIDED further that any such amendment shall have been approved in writing by the Mortgagees of all the Mortgages covering the apartments. No such amendments shall be effective until duly registered in accordance with the provisions of the Registration Act, 1908.

FIFTEENTH : 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.

SIXTEENTH : That 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 prior to all other charges except only —(1) charge, if any, on the apartment, for payment of Government or Municipal tax or both and all sums unpaid on a first mortgage of the apartment.

SEVENTEENTH : That all present or future owners, tenants, future tenants or any other person that might use the facilities or the building in any manner, are subject to the provisions of this Deed and that the more acquisition or rental of any of the apartments of the building or the mere act of occupancy of any of the said apartments shall signify that the provisions of this Deed are accepted and ratified. The respective apartments shall not be rented or given on lease and licence or caretaker basis by the Apartment Owners thereof for transient or hotel purposes, which shall be defined as (a) rental compensation or compensation for any period less than thirty days or (b) any rental or if the occupants of the apartment are provided customary hotel or boarding or lodging or paying guest service other than the foregoing obligations, the Apartment Owners of the respective apartments shall have the absolute right to lease such apartment or give it on lease and licence or caretaker basis provided that said lease or licence or caretaker basis is made subject to the covenants and restrictions contained in this Declaration and further subject to the bye-laws in Exhibit B attached hereto.

EIGHTEENTH : That, if the property subject to the plan of Apartment Ownership is totally or substantially damaged or destroyed, the repair, reconstruction or disposition of the property shall be as provided by the Act.

NINETEENTH : 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 derives title to the apartment at such sale, or his successors or assigns, shall be liable for assessments by the Association of Apartment Owners 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 same as provided by law and that such charge shall be subordinate to such mortgage.

TWENTIETH : That in a voluntary conveyance of an apartment the guarantee 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 grantor 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 Association of Apartment Owners, as the case may be, setting forth the amount of the unpaid assessments against the grantor 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 grantor in excess of the amount therein, set-forth.

TWENTYFIRST : That the Manager or Board of Managers of the Association of the Apartment Owners shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgagees holding first mortgages covering apartments but without prejudicial to the right of the owner of an apartment to obtain individual apartment insurance.

TWENTYSECOND : 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 premium become due.

IN WITNESS WHEREOF SHRI. has
hereto set his hand his. day of 19. . .

Signed and Delivered

By

Shri.

in the presence of

1

and

2

EXHIBIT A

(See Clause SECOND)

(here specify Plans)

Exhibit 'B'

[(See Section 15 (2)]

MODEL BYE-LAWS OF ASSOCIATION OF DELHI APARTMENT
OWNERS ASSOCIATION UNDER THE DELHI APARTMENT
ACT, 1986

CHAPTER I

PRELIMINARY

1. Short title

Extent and Commencement : (1) These bye-laws may be called the Model bye-laws of Delhi Apartment Owners' Association.

(2) These extent to the Union Territory of Delhi for the Administration of the affairs in relation to the apartments and the property appertaining thereto and for the management of common areas and facilities.

2. Application

These bye-laws shall apply to—

- (i) every apartment in a multi-storeyed building constructed before or after the commencement of the Delhi Apartment Ownership Act, 1986 ;
- (ii) all present or future owners, tenants, future tenants, or their employees, or any other persons that might use the facilities of building in any manner.

Explanation.—For the purpose of these bye-laws, the mere acquisition or rental or taking licence of any of the family units (hereinafter referred to as units) of the building will signify that these bye-laws are accepted, ratified and will be complied with.

3. Definitions

In these bye-laws, unless the context otherwise requires.—

- (a) 'Act' means the Delhi Apartment Ownership Act, 1986 (58 of 1986) ;
- (b) 'Association' means the Association of all the apartment owners constituted by such owners for the purpose of the..... condominium ;
- (c) 'Board' means a Board of Managers consisting of.....persons all the whom shall be owners of apartment in the.....condominium ;
- (d) 'building' means the building located at.....and known as the... ..condominium and includes the land forming part thereof ;

- (e) 'declaration' means the declaration which the sole owner of the building or all the owners of the building have executed and registered as provided in section 2 ;
- (f) 'Majority' of owners means those owners holding 51 per cent of the votes in accordance with the percentage assigned in the Declaration ;
- (g) 'Owners' or 'apartment owners' means the person owning an apartment in the.....condominium ;
- (h) 'Section' means a section of the Act ;
- (i) 'Unit' means a family unit in the.....condominium ;
- (j) 'Registrar' means the Registrar of Co-operative Societies.

The Association of Apartment Owners in its first meeting shall adopt the Model By-Laws so framed with no variation or addition, omission, therefrom except with the prior approval of the Administrator.

4. Objects of Association

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 their respective declarations 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 contributions from the apartment owners and if necessary by raising loans for that purpose ;
- (d) to retain and rent on licence if possible suitable portions of the common areas to outsiders for commercial purposes and to distribute the common profits left after deducting the common expenses amongst the apartment owners as common profits or accumulate the same for building up a reserve fund ;
- (e) to provide for and do all and any of the matters 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 atleast 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, the method of removal from Office 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 meetings 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 resolution 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 bye-laws ;
- (f) to advance with the consent of the apartment owners, any short-term loan to any apartment owners in case of any emergent necessity and to provide for the repayment thereof in lump sum or in instalments ;
- (g) to establish and carry on, on its own accord or jointly with individuals or institutions, educational, physical, social and recreative activities for the benefit of the apartment owners ;
- (h) 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 ;
- (i) to do all things necessary or otherwise provide for their welfare expedient for the attainment of the objects specified in these bye-laws.
- (2) The Association shall not act beyond the scope of its objects without duly amending the provisions of these by-laws for the purpose.

5. Members of Association

(1) All persons who have purchased apartments in multistoreyed buildings 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 bye-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 atleast one share of the Association.

8. Disqualification

No apartment owner is entitled to vote on the election of members of the Board or 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 preceding the year in which the election to Board would take place.

CHAPTER II

VOTING, QUORUM AND PREDICES

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 these bye-laws, the presence in person of a majority of owners shall constitute a quorum.

11. Votes to be cast in person

Votes shall be cast in person.

CHAPTER III
ADMINISTRATION

12. Powers and duties of association

The Association will have the responsibility of administering the condominium, approving the annual budget establishing and collecting monthly assessments and arranging for the management of the condominium 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 shall be held on (). Thereafter 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 owners a Board in accordance with the requirements of bye-law 23. 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 at the request of the housing Commissioner or as the case may be, the Registrar or any officer duly authorised 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 or the owners present in person.

16. Notice of meetings

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 or sent to the housing Commissioner, 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 fortyeight hours from the time to original meeting was called. If at such adjourned meeting also, no quorum is present, the owners present in person being 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 Housing Commission/Registrar or any Officer authorised by them.
- (f) Report of Committee.
- (g) Election of Board.
- (h) Unfinished business, if any.
- (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 have powers and duties necessary for the administration of the affairs of Association.

21. Other duties

In addition to the duties imposed by these bye-laws 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 sums due to the Association.
- (f) to see that cash book is written up promptly and is signed daily by one of the members of the Board.

- (g) to specify the times at which and the manner in which the annual general meetings and special general meetings 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 managers 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 successor 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, any one 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 have 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 legally to 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 atleast 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 atleast three days prior to the date for such meeting.

28. Special meetings

Special meetings may be called 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 atleast three managers.

29. Waiver of notice

Before any meeting of the Board any manager, may in writing waiver 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 1/3rd of the 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 as such adjourned meeting the business which might have been transacted at the meeting originally called may be 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 or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

CHAPTER V

OFFICERS

32. Designations

The principal officers of the Association shall be a 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 organisation meeting of each new Board.

34. Removal of officers

Any officer can be removed with or 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 member 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 assigned to him by the Board.

37. Secretary

The Secretary shall keep the minutes of the meetings 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. Assessments**

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

40. Maintenance and repairs

(1) Every owner must perform all maintenance and repair work within his own unit.

(2) All the repairs of internal installations of the unit such as water, light, gas, power, sewage, 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 re-imburse the association for any expenditure incurred in repairing or replacing any common area and facilities damaged due to his fault.

41. Use of family units : internal changes

(1) All the Units shall be utilised for residential purposes only.

(2) An owner shall not carry any structural modification or alteration or installations 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, alteration 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 than for normal transit through them.

(2) The condominium shall elevators devoted to the transportation of the owners and their guests and for freight service, or auxiliary purposes. Owners and trademen are required to utilise exclusively a freight or service elevators for transporting packages merchandise or any other object that may effect the comfort or well being of the passengers of the elevators meant for the transportation of owners residents and guests.

43. Right of entry

(1) As owner shall grant the right of entry to the manager or to any other person authorised 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 representatives when so required to enter his unit for the use of performing installation and alterations or repairs to the mechanical or electrical services provided, that 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 post 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 noises 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 bye-laws or regulations.

(3) It is prohibited to hang garments, rugs etc. from the windows balconies or from any of the facades.

(4) It is prohibited to dust rugs etc. from the windows or to clean rugs etc. by beating on the exterior part of the building.

(5) 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.

(6) No owner, resident or lessee shall instal wiring for electrical or telephone installation, television antenna, machines or air-conditioning units etc. on the exterior of the building.

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 ; 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 banking account and deposit the money received on behalf of the Association. The Secretary may retain in his personal custody an amount not exceeding Rs. 100/- for petty expenses. All payments above Rs. 20/- shall be made by cheque, signed by the Secretary and one member of the Board.

(2) Each apartment owner shall have a passbook 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 an 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 to the inspection of any member of the Association during office hours and a copy shall be submitted to the Competent Authority not later than the 15th 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 loanees.

49. Publication of accounts and reports

A copy of the least 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 an 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 an 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 MORTGAGEES

52. Notice to Association

If a owner mortgages his unit, shall notify 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 "Mortgagees of Units".

53. Notice of Un-paid Assessments

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

CHAPTER IX

54. Compliance

These bye-laws are set forth to comply with the requirement of the

Delhi Apartment Ownership Act, 1986. In case any of these bye-laws 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 to Secretary or any other person authorised by the Association.

CHAPTER X

AMENDMENTS TO PLAN OF APARTMENT OWNERSHIP

56. Amendments of Bye-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 atleast Seventy-five percent of the total value of the units in the building:

FORM—B (See Rule 6)

PART-II : (For individual Apartment)

1. Name of apartment owner :
2. Apartment number and floor of the building :
3. Approximate Area, number and dimension of the room, immediate common area to which it has access, and any other data necessary for proper identification. :
4. Purpose for which the apartment shall be used. :
5. Percentage of undivided interest in common areas/facilities and restricted common areas/facilities, if any. :
6. Value of the apartment together with value of percentage of common facilities. :
7. Whether the apartment and percentage of undivided interest are free from encumbrances of any manner on the date of execution. :
8. Name of the person to received service of procees, together with the particulars of residence of place of business of such person. :

9. Percentage of vote in the Association of Apartment Owners. :

Signature of Apartment Owner in the presence of

Signed and Delivered by Shri (Promoter) in the presence of

Place :

Date :

FORM—'C'
[See Rule 8 (1)]

Register of Deed of Apartments.

1. Apartment No. Shown in the Plans annexed.
2. Floor of the building
3. Name of building
4. Street/Road No. where the building is situated.
5. Name of Street/Road where the building is situated.
6. Name of Building.
7. (a) Cadastral Survey No. of land
- (b) Hissa No.
- (c) Town and Peth/Division of land on which building is constructed
8. Registration district and sub-district in which the Deed of Apartment is registered

Serial No.	Date of Application for registration	Name of the apartment owner	Address	Date of registration
(1)	(2)	(3)	(4)	(5)

Percentage of undivided interest in common areas and facilities	Date of Deed of apartment	Date of registration of the Deed of Apartment	Price of apartment Settled	Date of payment of price
(6)	(7)	(8)	(9)	(10)

FORM 'D'

[See Rule 8 (2)]

Form of Index to Register

Name of Executing party	Place of residence	Situation of Property	Apartment floor of the building and name of the Building	No.,
(1)	(2)	(3)	(4)	

Nature of Deed (Deed of Apartment and consideration)	Date of		Serial No., Volume and page	REMARKS
	Execu- tion	Regis- tration		
(5)	(6)	(7)	(8)	

STATEMENT OF OBJECTS AND REASONS

The Delhi Fire Brigade, which is controlled by the Delhi Municipal Corporation, is responsible for taking fire-fighting and fire safety, measures in the entire Union territory of Delhi. The existing provisions in the Delhi Municipal Corporation Act, 1957, to enforce the fire safety measures, particularly in multi-storey buildings, had been found to be most inadequate in the absence of the necessary statutory authority for the fire prevention enforcement agencies to compel the owners of buildings to carry out the necessary measures for prevention of fires. No specific penalties are provided in the Act for the contravention of any fire safety measures and such penalties are also not adequate enough to effectively curb the violations of the fire prevention measures provided under the Act. It has also been found that the owners of buildings do not provide the necessary fire safety measures in buildings as required by the building plans approved by local authorities. Although the Delhi Fire Brigade exercises jurisdiction over the entire Union territory of Delhi, the four local authorities existing in the Union territory of Delhi are governed by their own respective laws and there is no unified single agency which is clothed with the necessary powers to coordinate the fire prevention, fighting or safety measures. In view of this position, it is felt that in order to effectively control the fires occurring in the Union territory of Delhi and to take necessary safety measures for the prevention of such fires, it is necessary to provide for fire prevention and fire safety measures in the Union territory of Delhi.

2. The Bill, accordingly, provides for the following, among other matters, namely :—

- (i) All buildings having such height as may be specified by rules and premises used for storing explosives, explosive substances and dangerously inflammable substances, shall be provided with the requisite fire prevention and fire safety measures.
- (ii) Provision has been made for inspection of buildings and premises by the nominated authority, appointed by the Chief Fire Officer, for ascertaining the adequacy or contravention of fire prevention and

fire safety measures required to be taken by the occupier or owner of the building or premises.

- (iii) Contravention of any of the provision of the Bill will be punishable with imprisonment for a term which may extend to six months, or with fine extending to fifty thousand rupees, or with both. In the case of continuing offences, the offender will be liable for punishment of fine up to three thousand rupees for every day for which the offence is continued.
- (iv) Provision for an appeal against any notice or order of the Chief Fire Officer or the nominated authority to the Appellate Tribunal and against the order of the Appellate Tribunal to the Administrator has been proposed.

3. The Bill seeks to achieve the above objects.

[Bill No. 101 of 1986, published in the Gazette of India (Extraordinary), Part II-Section 2, No. 39, dated 20-8-1986, p. 7-8]

**THE DELHI FIRE PREVENTION AND FIRE SAFETY
ACT, 1986¹
(56 of 1986)**

[12th December, 1986]

An Act make more effective provision for the fire prevention and fire safety measures in certain buildings and premises in the Union territory of Delhi.

Be it enacted by Parliament in the Thirty-seventh Year of the Republic of India as follows :—

1. **Short title, extent and commencement.** (1) This Act may be called the Delhi Fire Prevention and Fire Safety Act, 1986.

(2) It extended to the whole of the Union territory of Delhi.

(3) It shall come into force on such date² as the Central Government may, by notification in the Official Gazette, appoint.

2. **Definitions.** In this Act, unless the context otherwise requires—

(a) "Administrator" means the Administrator of Delhi appointed by the President under article 239 of the Constitution ;

(b) "Appellate Tribunal" means the Appellate Tribunal constituted under section 347A of the Delhi Municipal Corporation Act, 1957 (66 of 1957).

1. Published in the Gazette of India (Extraordinary), Part II section 1, No. 70, dated 12-12-1986 pp. 1 to 7.

2. 2nd March, 1987, vide SO 151 (E) dated 27-2-1987 Published in the Gazette of India (Extraordinary), Part II Section 3 (ii) No. 96, dated 2-3-1987, p. 2.

- (c) "building" means a house, outhouse, stable, latrine, urinal, shed, hut, wall (other than a boundary wall) or any other structure, whether of masonry, bricks, wood, mud, metal or other material ;
- (d) "building bye-laws" means the bye-laws made under section 282 of the Cantonments Act, 1924 (2 of 1924) or the bye-laws made under section 481 of the Delhi Municipal Corporation Act, 1957 (66 of 1957) or the bye-laws made under section 188, sub-section (3) of section 189 and sub-section (1) of section 190 of the Punjab Municipal Act, 1911, (Punjab Act III of 1911 61 of 1957), as in force in New Delhi or the regulations made under sub-section (1) of section 57 of the Delhi Development Act, 1957, relating to buildings ;
- (e) "Chief Fire Officer" means the Chief Fire Officer appointed by the Municipal Corporation of Delhi established under the Delhi Municipal Corporation Act, 1957 (66 of 1957) ;
- (f) "Delhi" means the Union territory of Delhi ;
- (g) "fire prevention and fire safety measures" means such measures as are necessary in accordance with the building bye-laws for the prevention, control and fighting of fire and for ensuring the safety of life and property in case of fire ;
- (h) "local authority" means the Delhi Cantonment Board established under the Cantonments Act, 1924 (2 of 1924), the Delhi Development Authority established under the Delhi Development Act 1957 (61 of 1957), the Delhi Municipal Corporation established under the Delhi Municipal Corporation Act, 1957 (66 of 1957) the New Delhi Municipal Committee established under the Punjab Municipal Act, 1911 (Punjab Act III of 1911), as in force in New Delhi or any other authority under any other law, which may be notified in this behalf by the Administrator with the prior approval of the Central Government ;
- (i) "nominated authority" means an officer not below the rank of a Station Officer nominated by the Chief Fire Officer, and includes, an officer nominated by a local authority or a railway administration as a nominated authority for the purposes of this Act ;
- (j) "occupier" includes—
- (i) any person who for the time being is paying or is liable to pay to the owner the rent or any portion of the rent of the land or building in respect of which such rent is paid or is payable ;
 - (ii) an owner in occupation of, or otherwise using his land or building ;
 - (iii) a rent-free tenant of any land or building ;
 - (iv) a licensee in occupation of any land or building ; and
 - (v) any person who is liable to pay to the owner damages for the use and occupation of any land or building ;

- (k) "owner" includes a person who for the time being is receiving or is entitled to receive, the rent of any land or building whether on his own account or on account of himself and others or as an agent, trustee, guardian or receiver or any other person or who should so receive the rent or be entitled to receive it if the land or building or part thereof were let to a tenant and also includes—
- (i) the custodian of evacuee property in respect of evacuee property vested in him under the Administration of Evacuee Property Act, 1950 (31 of 1950);
 - (ii) the Director of Estates of the Government of India, the Secretary of the Delhi Development Authority, constituted under the Delhi Development Act, 1957 (61 of 1957), the general manager of a railway and the head of a Government department, in respect of properties under their respective control;
- (l) "premises" means any land or any building or part of a building appurtenant thereto which is used for storing explosives, explosive substances and dangerously inflammable substances.

Explanation.—In this clause, "explosive substances" and "dangerously inflammable substances" shall have the meanings, respectively, assigned to them in the Explosives Act, 1984 (4 of 1984), the Explosive Substances Act, 1908 (6 of 1908) and the Inflammable Substances Act, 1952 (20 of 1952).

3. Inspection of buildings, premises, etc. (1) The nominated authority may, after giving three hours' notice to the occupier, or, if there be no occupier, to the owner of any building having such height as may be specified by rules framed under this Act, or premises, enter and inspect the said building or premises at any time between sunrise and sunset where such inspection appears necessary for ascertaining the adequacy or contravention of fire prevention and fire safety measures:

Provided that the nominated authority may enter into and inspect any building or premises at any time if it appears to it to be expedient and necessary to do so in order to ensure safety or life and property.

(2) The nominated authority shall be provided with all possible assistance by the owner or occupier, as the case may be, of the building or premises for carrying out the inspection under sub-section (1).

(3) When any building or premises used as a human dwelling is entered under sub-section (1), due regard shall be paid to the social and religious sentiments of the occupiers; and, before any apartment in the actual occupancy of any women, who, according to the custom does not appear in public is entered under sub-section (1), notice shall be given to her that she is at liberty to withdraw, and every reasonable facility shall be afforded to her for withdrawing.

4. Measures for fire prevention and fire safety. (1) The nominated authority shall, after the completion of the inspection of the building or premises under section 3, record its views on the deviations from or the contraventions of, the building bye-laws with regard to the fire prevention and fire

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safety measures and the inadequacy of such measures provided therein with reference to the height of the building or the nature of activities carried on in such building or premises and issue a notice to the owner or occupier of such building or premises directing him to undertake such measures as may be specified in the notice.

(2) The nominated authority shall also give a report of any inspection made by it under section 3 to the Chief Fire Officer.

5. Power to seal buildings or premises. (1) Where, on receipt of a report from the nominated authority under sub-section (2) of section 4, it appears to the Chief Fire Officer that the condition of any building or premises is dangerous to life or property, he shall without prejudice to any action taken under section 7, by order, require the persons in possession or occupation of such building or premises to remove themselves from such building or premises forthwith.

(2) If an order made by the Chief Fire Officer under sub-section (1) is not complied with, the Chief Fire Officer may direct any police officer having jurisdiction in the area to remove such persons from the building or premises and such officer shall comply with such directions.

(3) After the removal of the persons under sub-section (1) or sub-section (2), as the case may be, the Chief Fire Officer shall seal the building or premises.

(4) No person shall remove such seal except under an order made by the Chief Fire Officer.

6. Provision regarding certain buildings and premises. (1) Notwithstanding anything contained in any other law for the time being in force, the Chief Fire Officer may enter and inspect any building, the construction of which was completed on or before the 6th day of June, 1983 (being the date on which the current building bye-laws had come into force) or any building which was under construction on such date if such inspection appears necessary for ascertaining the adequacy of fire prevention and fire safety measures in such building.

(2) The entry and inspection under sub-section (1) shall be done by the Chief Fire Officer in the manner laid down in section 3.

(3) The Chief Fire Officer shall, after inspection of the building or premises under sub-section (1), and after taking into consideration—

- (i) the provisions of the building bye-laws in accordance with which the plan of the said building or premises was sanctioned ;
- (ii) the conditions imposed, if any, by the local authority at the time of the sanction of the plan of the said building or premises ; and
- (iii) the minimum standards for fire prevention and fire safety measures specified for such building or premises as may be specified by rules framed under this Act,

issued a notice to the owner or occupier of such building or premises stating therein the inadequacy in regard to the fire prevention and fire safety measures in it and direct the owner or occupier to undertake measures for rectifying the said inadequacy within such period as he may consider just and reasonable.

7. Default powers of the Chief Fire Officer. (1) The Chief Fire Officer shall, in the event of non-compliance of any notice issued under section 4 or section 6, take such steps as may be necessary for the compliance of such notice.

(2) All expenses incurred by the Chief Fire Officer in relation to any steps taken by him under sub-section (1) shall be payable by the owner or occupier on demand and shall, if not paid within ten days after such demand, be recoverable as arrears of land revenue.

8. Appeals. (1) Any person aggrieved by any notice or order of the nominated authority or the Chief Fire Officer may prefer an appeal against such notice or order to the Appellate Tribunal within thirty days from the date of the notice or order appealed against :

Provided that the Appellate Tribunal may entertain an appeal after the expiry of the said period of thirty days if it is satisfied that there was sufficient cause for not filing it within that period.

(2) An appeal shall lie to the Administrator against the order of the Appellate Tribunal confirming, modifying or annulling a notice or an order issued or made under this Act within thirty days from the date of the order of the Appellate Tribunal.

Provided that the Administrator may entertain an appeal after the expiry of the said period of thirty days if he is satisfied that there was sufficient cause for not filing it within that period.

(3) An appeal to the Appellate Tribunal or the Administrator shall be made in such form and shall be accompanied by a copy of the notice or order appealed against and by such fees as may be specified by rules framed under this Act.

(4) The provisions 347C of the Delhi Municipal Corporation Act, 1957 (66 of 1957), and the rules made thereunder, shall, so far as may be, apply to the disposal of an appeal under this section as they apply to the disposal of an appeal under that Act.

9. Bar of jurisdiction of courts.—No court shall entertain any suit, application or other proceeding in respect of any notice or order under this Act and no such notice or order shall be called in question otherwise than by preferring an appeal under this Act.

10. Penalties. — Whoever contravenes any provision of this Act shall, without prejudice to any other action taken against him under section 7, be punishable with imprisonment for a term which may extend to six months, or with fine which may extend to fifty thousand rupees, or with both and where the offence is a continuing one, with a further fine which may extend to three thousand rupees for every day after the first during which such offence continues.

11. Offences by companies. (1) Where an offence under this Act has been committed by a company, every person who, at the time the offence was committed, was in charge of, and was responsible to, the company for the conduct of the business of the company, as well as the company, shall be deemed to be guilty of the offence and shall be liable to be proceeded against and punished accordingly :

Provided that nothing contained in this sub-section shall render any such person liable to any punishment if he proves that the offence was committed without his knowledge or that he had exercised all due diligence to prevent the commission of such offence.

(2) Notwithstanding anything contained in sub-section (1), where any offence under this Act has been committed by a company and it is proved that the offence has been committed with the consent or connivance of, or is attributable to any neglect on the part of, any director, manager, secretary or other officer of the company, such director, manager, secretary or other officer shall also be deemed to be guilty of that offence and shall be liable to be proceeded against and punished accordingly.

Explanation.—For the purposes of this section,—

(a) “company” means a body corporate and includes a firm or other association of individuals; and

(b) “director”, in relation to a firm, means a partner in the firm.

12. Sanction of prosecution.—No court shall proceed to the trial of an offence under this Act, except on the complaint of, or upon information received from, the nominated authority.

13. Jurisdiction.—No court inferior to that of a Metropolitan Magistrate shall try an offence punishable under this Act.

14. Protection of action taken in good faith.—No suit, prosecution or other legal proceeding shall lie against any person for anything which is in good faith done or intended to be done under this Act or any rules made thereunder.

15. Officer to be public servant.—Every officer acting under the provisions of this Act shall be deemed to be a public servant within the meaning of section 21 of the Indian Penal Code.

16. Power to make rules.—(1) The Administrator may, by notification in the Official Gazette, make rules for carrying out the provisions of this Act.

(2) In particular, and without prejudice to the generality of the foregoing power, such rules may provide for—

- (a) the height of the building under sub-section (1) of section 3;
- (b) the minimum standards for fire prevention and fire safety measures for the purposes of clause (iii) of sub-section (3) of section 6;
- (c) the form in which an appeal shall be made and the fees that shall accompany such appeal under sub-section (3) of section 8;

- (d) any other matter which is required to be, or may be, provided by rules.

(3) The Central Government shall cause every rule made under this Act to be laid, as soon as may be after it is made, before each House of Parliament, while it is in session, for a total period of thirty days which may be comprised in one session or in two or more successive sessions, and if, before the expiry of the session immediately following the session or the successive sessions aforesaid, both Houses agree in making any modification in the rules or both Houses agree that the rule should not be made, the rule shall thereafter have effect only in 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.

THE DELHI FIRE PREVENTION AND FIRE SAFETY RULES, 1987¹

1. Short Title, Extent and Commencement (i) These rules may be called the Delhi Fire Prevention and Fire Safety Rules, 1987.

(ii) They extend to the whole of the Union Territory of Delhi.

(iii) They shall come into force at once.

2. Definitions—In these rules, unless the context otherwise requires :—

(i) 'Act' means the Delhi Fire Prevention and Fire Safety Act, 1986.

(ii) 'Forms' means 'forms' appended to these rules.

(iii) The words and expressions used in the Act and not defined in these rules shall have the same meaning as assigned to them in the Act.

3. Nominated Authority.—Appointment of any persons as 'nominated authority' shall be made in consultation with Chief Fire Officer who will also prescribe the jurisdiction within which such person shall function.

4. Height of Building.—The minimum height of the building for purposes of sub-section (1) of section 3 of the Act shall be 15 metres.

5. Minimum Standards.—The minimum standards for fire prevention and fire safety measures specified for building or premises shall be as are provided in building bye-laws notified in 1983 or as may be amended from time to time thereafter, relating to the following matters :—

- (1) Means of access.
- (2) Underground/overhead water static tanks.
- (3) Automatic sprinklers system.
- (4) First-aid Hose Reels.
- (5) Fire extinguishers of ISI certification mark.
- (6) Compartmentation.
- (7) Automatic fire detection and alarm system/manually operated electrical fire alarm system.

1. Published in the Delhi Gazette (Extraordinary) Part IV, No. 68, dated 31-3-1987, pp. 5-7.

- (8) Public address system.
- (9) Illuminated exit way marking signs.
- (10) Alternate source of electric supply.
- (11) Fire lift with fireman, switch.
- (12) Wet riser Down Comer System.

6. Time for Completion of Measures under Sub-section (1) of Section 4.—Nominated Authority shall indicate the time within which fire safety and fire prevention measures should be provided as per requirements of sub-section 1 of section 4 of the Act.

7. Format of Notices.—The notice required to be given by the nominated authority under sub-section (i) of section 3 of the Act shall be in Form 'A'.

(ii) The notice required to be given by the nominated authority under sub-section (1) of section 4 of the Act shall be in Form 'B'.

(iii) The notice required to be given by the Chief Fire Officer under sub-section (2) of section 6 of the Act, shall be in form 'C'.

(iv) The notice required to be given by the Chief Fire Officer under sub-section (3) of section 6 of the Act shall be in Form 'D'.

8. Liability.—(1) Where any building or premises is owned or occupied by more than one person, the responsibility for providing the fire safety and fire preventive measures as per the directions of the nominated authority or the Chief Fire Officer in the whole building will be shared in proportion to the area occupied or owned by individual owner or occupier as the case may be.

(2) The expenditure incurred by Chief Fire Officer as referred to in section 7(2) of the Act shall be recoverable from the occupier irrespective of the fact whether he is the owner of the premises or not unless the owner, in those cases where occupier is different from the owner, agrees to pay in full or in part the expenses thus incurred by the Chief Fire Officer.

9. Procedure of Sealing of Building or Premises.—The Chief Fire Officer shall follow the following procedure in regard to sealing of any building or premises required to be sealed under sub-section (3) of section 5 of the Act:—

- (a) He shall require the persons in possession or occupation of the building or premises to be sealed to remove themselves from there forthwith.
- (b) In case of non-compliance of the said order he shall direct any Police Officer having jurisdiction in the area to remove such persons from such building or premises.
- (c) After the removal of persons in occupation from such building or premises he shall seal the building or premises in the manner which he deems fit.
- (d) The seal used to seal the premises shall remain in custody of the Chief Fire Officer.

- (e) If the building or premises required to be sealed on receipt of the report of the nominated Authority is found to be locked or inaccessible, he may break open the lock, enter the premises and after taking all necessary steps required to be taken under the Act, relock and seal the premises, provided that if any building or premises is forced open under this rule an inventory of the material found in the premises shall be prepared in the presence of two independent witnesses and a copy thereof shall be delivered to owner or occupier, if present at the site.
- (f) He shall inform about sealing in writing to the Police Station of the area in which such building or premises are situated.
- (g) He shall report in writing to the Police Station concerned if the seal fixed under the rules on any building or premises is found to be broken or tampered with.

10. Appeal :—(a) An appeal to the Appellate Tribunal under sub-section (1) of Section 8 of the Act shall be preferred in Form 'E' and shall be accompanied by a fee of Rs. 500/- (Rs. Five hundred only).

(b) An appeal to the Administrator of the Union Territory of Delhi under sub-section (2) of section 8 of the Act shall be preferred in Form 'F' and shall be accompanied by a fee of Rs. 1,000/- (Rs. one thousand only).

FORM-A

Section 3 (1)

[See Rule 7 (i)]

Form of Notice to be served for Entry and Inspection.

NOTICE

I, the Nominated Authority appointed under the Fire Prevention and Fire Safety Act, 1986, do hereby give you notice that on expiry of three hours from the time of service of this notice upon you, I shall enter and inspect your building/premises bearing No. located at.
 for the purpose of ascertaining the adequacy or contravention of Fire Prevention and Fire Safety Measures as required to be provided under the aforesaid Act.

NOMINATED AUTHORITY

To

- Owner/Occupier
-
-
-
-

FORM-B

Section 4(1)

[See Rule 7(ii)]

Form of Notice to be served for carrying out the directions of the Nominated Authority.

NOTICE

I,the Nominated Authority appointed under Fire Prevention and Fire Safety Act, 1986 on the basis of inspection conducted by me on. . . .do hereby call upon you to undertake the following Fire Prevention and Fire Safety Measures in Building/ Premises No.

... ..

... ..

Above action should be completed latest

by... .. (Date)

NOMINATED AUTHORITY

To

... ..Owner/Occupier

... ..

... ..

... ..

FORM-C

Section 6 (2)

[See Rule 7 (iii)]

Form of Notice to be served for carrying out Entry and Inspection

NOTICE

I,Chief Fire Officer empowered under Fire Prevention and Fire Safety Act, 1986 do hereby give you the notice that on expiry of three house from the time of service of this notice upon you, I shall enter and inspect your building/premises bearing No. . . . located at.

... ..

... ..

for the purpose of ascertaining the adequacy or contravention of Fire Prevention and Fire Safety Measures as required to be provided under the aforesaid Act.

CHIEF FIRE OFFICER

To

...

... Owner/Occupier

...

...

...

FORM-D

Section 6(3)

[See Rule 7(iv)]

Form of Notice to be served for undertaking measures for rectification of the inadequacy in relation to Fire Prevention and Fire Safety Measures.

NOTICE

I, ... Chief Fire Officer empowered under Fire Prevention and Fire Act, 1986, on the basis of inspection conducted by me on ... do hereby call upon you to undertake the following Prevention and Fire Safety Measures in a Building/Premises No. ...

... ..

... ..

Action should be completed latest by ... (Date)

CHIEF FIRE OFFICER

To

...

...

...

FORM-E

[See Rule 10(a)]

Form of Appeal to the Appellate Tribunal Under Section 8(1) of the Delhi Fire Prevention and Fire Safety Act, 1986

Before Shri. . .		Appellate
Tribunal Appeal No. of . . . 19	. . .
Shri.
S/o Shri.
Resident of.	

APPELLANT

VERSUS

NOMINATED AUTHORITY/CHIEF FIRE OFFICER RESPONDENT

Appeal under section 8(1) of the Delhi Fire Prevention and Fire Safety Act, 1986 against the notice/order of Shri. . . Nominated
 . . . Authority/Chief Fire Officer

Dated. . .

Sir,

The appellant respectfully showeth as under :

1. Statement of facts.
2. Ground of appeals.
3. Rs. 500/- has been paid vide receipt No. . .
Dated
4. Appeal is within time.
5. No other appeal or any matter relating to the subject matter of this appeal is pending in any court of law.
6. Relief claimed.

Signature of Authorised Representative,

if any.

Signature of
Appellate

VERIFICATION

I, the appellate do hereby
 declare that what is stated above is true to the best of my personal knowledge
 and belief and that I have not suppressed any material facts ;—