

## 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 values 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

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**EXHIBIT A**

(See Clause **SECOND**)

(here specify Plans)