CHAPTER III

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CHAPTER III

HOUSING FLATS CONSTRUCTION: RULES AND REGULATIONS

3.1 INTRODUCTION

The Tamil Nadu Apartment Ownership Act, 1994 to provide for the ownership of a housing flat heritable and transferable immovable property. In exercise of the powers conferred by section 27 of the Tamil Nadu Apartment Ownership Act, 1994 (Tamil Nadu Act No.VII of 1995) and the Tamil Nadu Apartment Ownership Rules, 1997, the Governor of Tamil Nadu hereby makes the rules. The Government may make rules for carrying out the purposes of this Act.

If the building administration has not formed its own set of rules and regulations for the building, these general rules are to be observed. These rules and regulations are approved in order to protect the well being of all residents of the building. Everybody must show consideration, in their behaviour and otherwise, for the other residents of the building. Residents must ensure that their guests also observe these rules and regulations. Tamil Nadu Government rules and regulations and legislation contain regulations specific to housing flats.

These housing flats guidelines set standards for residential amenity and provide advice for achieving high quality sustainable design in housing flats developments. The aim is to provide housing flats developments that:
• enhance amenity for housing flats residents;
• promote urban design that contributes positively to the streetscape and public domain;
• protect neighbouring residents from negative amenity impacts;
• support environmentally sustainable design principles;
• promote the development of buildings that are able to accommodate changes in use over time, particularly for developments built in Commercial Land Use policy areas; and
• provide a diversity of housing types to suit a range of people’s needs.

3.2. RULES AND REGULATIONS

Common Facilities

Exterior doors are unlocked between 7 am and 9 pm. During hours when the exterior doors are locked, residents must ensure that they are fully closed and locked once they have passed through them.

Noise levels must be kept to a minimum in common facilities. Smoking and loitering in common facilities are strictly forbidden. Tidiness and order must be maintained in common facilities and outside areas.

Personal belongings may only be kept in designated areas. For reasons of fire safety, nothing may be kept in stairwells or in the cellar passage. For the storage of flammable substances, the fire safety rules must be observed. Plaques, posters and aerials etc. may only be put up with the permission of the housing company.
Outside Areas

Household waste and other rubbish must be taken out in rubbish containers. Instructions on separating rubbish for recycling purposes must also be observed. Residents must themselves arrange for the removal of anything besides household waste. Environmentally unfriendly waste must be taken to places designated by the waste authorities. The damaging of lawns or plants is strictly forbidden.

Parking

Cars may be parked, with the permission of the housing company, only in designated and marked spaces. Unnecessary idling in vehicles is forbidden. Cables must always be removed from car heating posts and their electric boxes must be closed when the heating spots are not in use. Outdoor paths and vehicle access ways for emergency service vehicles by the building must be kept clear.

Moving Notice

For the housing company's own internal administration, notification of moving to and from flats should be given to a representative of the estate agent.

Flats

In your flat you may not disturb the neighbours. Quiet must strictly be maintained between 10pm and 7am. Flats must be looked after with care. Leaks and other material problems in the flat must be immediately reported to a representative of the housing company. During removal and repair work, you must consider the effect these will have on the comfort of the neighbours and ensure the order of stairwells. Neighbours should be notified beforehand of any
possible noise and disturbance caused by work and the work should be done on weekdays, finishing for the day by 9pm.

The housing company must be notified beforehand of any alterations to structures or pipework. Shutting down the water or electric systems requires the permission of the housing company. Do not dispose of items in toilets or other waste water pipes if this might result in blockages or damage.

It is forbidden to prepare food on flat balconies other than by using an electric barbecue. Balconies must be kept tidy and cleared of snow in winter. It is forbidden to throw cigarette ends from the balcony. It is forbidden to leave flat doors open onto stairwells for ventilation purposes.

**Dusting**

The dusting of mats and shaking down of bedclothes is permitted only in designated areas and only during allocated hours. The shaking down and airing of clothes and linen and the drying of small loads of washing is permitted within the boundaries of flat patios or balconies.

**Pets**

Outside flats pets must always be kept under control. They may not be allowed to disturb the residents or workers within the building or foul in the building or surrounding area. Pets are not allowed in or near children's play areas.

**General**

- No management, security or any other person will respond after business hours to requests to unlock flat doors.
• All garages are pre-assigned and reserved for specific flats. Garages and carports are for the sole purpose of parking vehicles in regular use on a daily basis. The storage of operable or inoperable vehicles, or any other items in lieu of operating, regularly utilized vehicles is prohibited at all times.

• Two car garages must be used for two vehicles at all times.

• Automotive maintenance and repair is not permitted on the property. Oil leak removal is the responsibility of the Resident. Washing of vehicles is not permitted on the property at any time.

• The storage of operable or inoperable vehicles, boats, campers, camper shells, trailers, jet skis, personal property and the like, is prohibited at anytime, anywhere on the property.

• The Covenants, Conditions and Restrictions of this area prohibit the parking and/or storing of any recreational or commercial vehicles on the public streets.

• Residents must notify Management if they plan to have long-term guests or additional occupants. All occupants residing in the flat must apply for residency and/or be registered on the Rental Agreement contracts.

• Each licensed resident per flat is permitted one operable vehicle on the property. In flats with more than three licensed drivers, the maximum number of vehicles permitted shall not exceed three.
Noise and Conduct

- Residents shall not make or allow any disturbing noises in or around the flat by Resident, family or guests, nor permit anything by such persons which will interfere with the rights, comforts or conveniences of other persons at all times.

- All musical instruments, television sets, stereos, radios, etc., are to be played at a volume, which will not disturb other persons.

- The activities and conduct of all Residents and guests outside of the flat, on the common grounds, parking areas, or any recreational facilities must be reasonable at all times and not annoy or disturb other persons.

Housekeeping

- The flat must be kept clean, sanitary and free from objectionable odors.

- Residents shall assist Management in keeping the outside common areas clean.

- No littering of papers, cigarette butts or any trash is allowed.

- No trash or other materials may be accumulated which will cause a hazard or be in violation of any health, fire or safety ordinance or regulation.

- Garbage is to be placed inside the containers provided and lids and gates should not be slammed. Garbage should not be allowed to accumulate and should be placed in the outside containers regularly.
Cartons should be broken down before being placed in or on the side of the containers. Please do not discard large items such as furniture, tires, etc., in or by garbage containers.

- Furniture must be kept inside the flat or patio. Unsightly items must be kept out of vision.

- Articles are not to be left in entryways or other common areas.

- Clothing, towels, rugs, etc., shall not be hung outside of any window, ledge or patio.

- No signs, signals, advertisements shall be inscribed, exposed on or placed at any door or window. Also, no aluminum foil or similar coverings are to be applied to glass or other areas of the flat.

**Safety**

- The speed limit within the complex is 5 miles per hour. Please drive carefully and safely at all times.

- If someone is to enter Resident’s flat during Resident’s absence, Resident shall give Management permission beforehand to let any person in the flat and/or provide the name of person or company entering.

- The fireplace is not to be used for the burning of papers or other such materials.

- The flat complex has restrictions on the use of bar-b-ques and grills in and around building structures. In order to reduce the risk of fire, gas and charcoal grills, BBQs or similar devices used for cooking,
heating or any other purpose, should not be used on any balcony, patio, entryway, under any overhanging portion, or within 10 feet of any structure.

- No personal belongings, including bicycles, play equipment or other items may be placed in the entryways, stairways, about the buildings or in any common areas.

- In the event of an emergency, resident shall notify Management as soon as possible during normal business hours. If after hours, resident shall call the answering service 445-3698 so that the manager on call can be paged.

**Maintenance, Repairs and Alterations**

- The flat is supplied with smoke detector device(s) and it shall be the responsibility of the Resident to regularly test the detector(s) to ensure the operable condition. The Resident will inform Management immediately of any defect, malfunction or failure of such smoke detector(s). All smoke alarms are wired through main electricity to the building and all alarms have battery back-up. Alarms should be tested monthly by holding the button until the alarm sounds. If there is ever a problem with any alarm, please contact the rental office.

- Resident shall notify Management of any items requiring repair. Notification should be immediate in an emergency or for normal problems within business hours. Repair requests should be made as soon as the defect is noted.
• Service requests should not be made to maintenance people or other such personnel. Please contact the rental office.

• Costs of repair or clearance of stoppages in waste pipes or drains, water pipes or plumbing fixtures caused by Resident negligence or improper usage are the responsibility of the Resident. Payment for corrective action must be paid by Resident on demand.

• No alterations or improvements shall be made by Resident without the consent of Management. Any article attached to the woodwork, walls, floors or ceiling, etc., shall be the sole responsibility of the Resident. Resident shall be liable for any repairs necessary during or after residency to restore premises to the original condition.

Guest/Visitor Entry

All guests and visitors will enter the property through the main gate located at the 2nd driveway on Poplar Avenue, north of the Rental Office. At this main entrance gate they will approach a keypad/phone box, scroll through a listing of resident’s last names then push a “call” button when they have made a name selection. The resident’s home phone will ring and the visitor will announce their arrival at the main gate. The resident may open the gate from their flat by pushing the “9” key on their phone. Rental office personnel, maintenance staff or courtesy patrol WILL NOT be available after hours to allow residents or anyone else into the property.

Pool Rules

• The Pool is to be used only between the hours of 7:00am and 10:00p.m.
• The Pool is reserved exclusively for use of residents of the building and their guests.

• Children under the age of fourteen (14) shall not use pool without an adult in attendance.

• No food may be served or eaten in or around the Pool area at any time without Owner/Agent’s consent. Refreshments must be served in unbreakable containers.

• No alcoholic beverages shall be served or consumed in or around the Pool area at any time. No person under the influence of alcoholic beverages is permitted in or near the Pool.

• Running and jumping, “horseplay,” fighting, boisterous or dangerous conduct, and/or any noisy behavior disturbing to the other residents, is forbidden in or around the Pool area.

• No radios, record players, or other musical instruments may be used in or around the Pool area without the consent of Owner/Agent.

• Residents and their guests are required to be properly attired at all times, going to and from and in or around the Pool area.

• Showering is required prior to using the Pool. Those using the Pool shall dry themselves off before leaving the Pool area.

• Residents and guests will place their own towels over Pool furniture when using suntan oil or other lotions.

• No toys, inner tubes or any other objects whatsoever will be allowed in the Pool at any time.

• Safety equipment is not to be used except in case of emergency.
Primary Residential use zone

(1) In this zone buildings or premises shall be permitted only for the following purposes and accessory uses. Permissible non-residential activity shall be limited to one in a sub-division.

Normally Permissible Category

i) Any residence including dwelling, detached, semi-detached, tenements or flats and service apartments.

ii) Professional consulting offices and incidental uses thereto occupying a floor area not exceeding 40 sq.m.

iii) Petty shops dealing with daily essentials like retail sale of provisions, soft drinks, cigarettes, newspapers, etc., tea stalls, bakery, confectionary, retail shops, mutton stalls, milk kiosk, cycle repair shops, tailoring shops, internet/computer centers and ATMs etc. occupying a floor area not exceeding 40 sq.m.

iv) Nursery schools, Primary Schools, Libraries and reading rooms.

v) Parks, play grounds, farms, gardens, nurseries, including incidental buildings thereon.

vi) Installation of Motor for pumping water, Air conditioning, Lifts, Solar Heaters, Dish Antennas and the like.

(2) All uses/activities not specifically mentioned under sub-regulations (1) above shall be prohibited in this zone.

Planning Parameters

The extent of the site, plot coverage, Floor Space Index (FSI), set back and the like. for the developments shall be regulated according to the table 3.1 below: Ordinary residential buildings, Clinics, dispensaries, nursing homes with floor area not exceeding 300 sq.m. and G+1 floor in height.
### TABLE 3.1

**Rules and Regulations of Residential Buildings**

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Description</th>
<th>Continuous Building Area anywhere within CMA</th>
<th>Rest of CMA except CBA</th>
<th>Residential in Economically Weaker Section areas</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Chennai City</td>
</tr>
<tr>
<td>1</td>
<td></td>
<td>2</td>
<td>3</td>
<td>4</td>
</tr>
<tr>
<td>A</td>
<td>Minimum Plot extent</td>
<td>50 sq.m.</td>
<td>80 sq.m.</td>
<td>20 sq.m.</td>
</tr>
<tr>
<td>B</td>
<td>Minimum Plot width/ frontage</td>
<td>4.5m</td>
<td>6m</td>
<td>4m</td>
</tr>
<tr>
<td>C</td>
<td>Minimum Road width</td>
<td>-</td>
<td>6m</td>
<td>-</td>
</tr>
<tr>
<td>D</td>
<td>Maximum Height</td>
<td>G+1 or Stilt +2 floors subject to a max. of 9m</td>
<td>G+1 or Stilt +2 floors subject to a max. of 9m</td>
<td>G+1 subject to a max. of 7 m</td>
</tr>
<tr>
<td>E</td>
<td>Maximum FSI</td>
<td>1.5</td>
<td>1.5</td>
<td>1.5</td>
</tr>
<tr>
<td>F</td>
<td>Maximum Plot coverage</td>
<td>75%</td>
<td>70%</td>
<td>75%</td>
</tr>
<tr>
<td>G</td>
<td>Minimum Setbacks</td>
<td>Where Street Alignment/new road is prescribed in these regulations, it shall be from that street alignment/new road line. In the case of others, it shall be from the property boundary.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Abutting Road Width**

- Up to 10m: 1.5m
- Above 10m, up to 15.25m: 3.0m
- Above 15.25m, up to 30.5m: 4.5m
- Above 30.5m: 6.0m

**Plot Width**

- Up to 6m: 1m on one side
- Above 6m, up to 9m: 1.5m on one side
- Above 9m: 1.5m on either side

- 1.5m
- 1m
- 1m

**In Rear set back, structures like lavatory, lumber room, garage etc. not intended for human habitation and servant quarters are permissible provided it doesn’t occupy more than one third of the plot width, 6m from rear boundary and 4 metres in height from ground level.**
Note: (i) In CBA, there shall be atleast 1m wide internal passage from rear to front in Ground floor, directly accessible to road.

(ii) In cases of Residential or predominantly residential developments,

(a) where dwelling units for Economically Weaker Sections do not exceed 30 sq.m in floor area each, 50% of normally permissible FSI is additionally allowable over and above the normally permissible FSI; and

(b) where dwelling units for Low Income Group do not exceed 50 sq.m in floor area each, 30% of normally permissible FSI is additionally allowable over and above the normally permissible FSI;

Provided that the developer or promoter or owner shall not sell these dwellings for other than the said purposes and no conversion or amalgamation shall be permissible in these cases of lower income group dwellings.

3.3. FUNCTIONS AND DUTIES OF THE BUILDERS

The promoter shall, upon receiving his Login Id and password under clause (a) of sub-section (1) of section 5 or under sub-section (2) of section 5, as the case may be, create his web page on the website of the Authority and enter all details of the proposed project as provided under sub-section (2) of section 4, in all the fields as provided, including;
(a) details of the registration granted by the Authority;

(b) quarterly up-to-date list of number and types of flats or plots, as the case may be, booked;

(c) quarterly up-to-date status of the project; and

(d) such other information and documents as may be specified by the regulations made by the Authority.

The advertisement or prospectus issued or published by the promoter shall mention prominently the website address of the Authority, wherein all details of the registered project have been entered and include the registration number obtained from the Authority and such other matters incidental thereto.

The promoter, upon entering into an agreement of sale with the allottee shall be responsible to make available to the allottee, the following information, namely;

(a) site and layout plans along with specifications, approved by the competent authority, by display at the site or such other place as may be specified by the regulations made by the Authority;

(b) the stage-wise time schedule of completion of the project, including the provisions for water, sanitation and electricity.

**The promoter shall** - (a) be responsible to obtain a completion certificate from the relevant competent authority as per local laws or other laws for the time being in force and to make it available to the allottees individually or to the association of allottees, as the case may be;
(b) be responsible for providing and maintaining the essential services, as may be specified in the service level agreements, on reasonable charges, till the taking over of the maintenance of the project by the association of the allottees;

(c) take steps for the formation of an association or society or co-operative society, as the case may be, of the allottees, or a federation of the same, under the laws applicable.

The promoter may cancel the allotment only in terms of the agreement of sale: Provided that the allottee may approach the Authority for relief, if he is aggrieved by such cancellation and such cancellation is not in accordance with the terms of the agreement of sale, unilateral and without any sufficient cause.

The promoter shall prepare and maintain all such other details as may be specified, from time to time, by regulations made by the Authority.

Where any person makes an advance or a deposit on the basis of the information contained in the advertisement or prospectus and sustains any loss or damage by reason of any incorrect, false statement included therein, he shall be compensated by the promoter in the manner as provided under this Act: Provided that if the person affected by such incorrect, false statement contained in the advertisement or prospectus, intends to withdraw from the proposed project, he shall be returned his entire investment along with interest at such rate as may be prescribed.

A promoter shall not accept a sum more than ten per cent. of the cost of the flat, plot, or building, as the case may be, as an advance payment or an
application fee, from a person without first entering into a written agreement for sale with such person.

The agreement referred to in sub-section (1) shall be in such form as may be prescribed and specify the particulars of development of the project including the construction of building and flats, along with specifications and external development works, the dates and the manner by which payments towards the cost of the flat, plot, or building, as the case may be, are to be made by the customers and the likely date on which the possession of the flat, plot, or building is to be handed over and such other particulars, as may be prescribed.

The proposed project shall be developed and completed by the promoter in accordance with the plans and structural designs and specifications as approved by the competent authorities. In case any structural defect in such development is brought to the notice of the promoter within a period of two years by the customer from the date of handing over possession, it shall be the duty of the promoter to rectify such defects without further charge, within reasonable time, and in the event of promoter's failure to rectify such defects within such time, the aggrieved customers shall be entitled to receive appropriate compensation in the manner as provided under this Act.

The promoter shall take all necessary steps to execute a registered conveyance deed in favour of the customer along with the undivided proportionate title in the common areas including the handing over of the possession of the plot, flat or building, as the case may be, in a real estate project, and the other title documents pertaining thereto.

After obtaining the completion certificate and handing over physical possession to the customers in terms of sub-section (1), it shall be the
responsibility of the promoter to hand over the necessary documents and plans, including common areas, to the association of the customers or the competent authority, as the case may be, as per the local laws. If the promoter fails to complete or is unable to give possession of an flat, plot or building,

   (a) in accordance with the terms of the agreement or, as the case may be, duly completed by the date specified therein or any further date agreed to by the parties; or

   (b) due to discontinuance of his business as a developer on account of suspension or revocation of his registration under this Act or for any other reason, he shall be liable on demand to the customers, without prejudice to any other remedy available, to return the amount received by him in respect of that flat, plot, building, as the case may be, with interest at such rate as may be prescribed in this behalf including compensation in the manner as provided under this Act.

If the promoter fails to discharge any other obligations imposed on him under this Act or the rules or regulations made thereunder, he shall be liable to pay such compensation to the customers, in the manner as provided under this Act.

3.4. RIGHTS AND DUTIES OF HOUSING FLATS OWNER

   (1) The customer shall be entitled to obtain the information relating to site and layout plans along with the specifications, approved by the competent authority and such other information as provided in this Act or the rules and the regulations made thereunder or the agreement signed with the promoter.
(2) The customer shall be entitled to know stage-wise time schedule of completion of the project, including the provisions for water, sanitation and electricity.

(3) The customer shall be entitled to claim the possession of flat, plot or building, as the case may be, as per the declaration given by the promoter under sub-clause (C) of clause (i) of sub-section (2) of section 4.

(4) The customer shall be entitled to claim the refund of amount paid, from the promoter, if the promoter fails to comply or is unable to give possession of the flat, plot or building, as the case may be, in accordance with the terms of agreement or due to discontinuance of his business as a developer on account of suspension or revocation of his registration under the provisions of this Act or the rules or the regulations made thereunder.

(5) The customer shall be entitled to have the necessary documents and plans, including that of common areas, after handing over the physical possession of the flat or plot or building, as the case may be, to the customer by the promoter.

(6) Every customer, who has entered into an agreement of sale to take an flat, plot or building, as the case may be, under section 13, shall be responsible to make necessary payments in the manner and within the time as specified in the said agreement and shall pay at the proper time and place, the proportionate share of the registration charges, municipal taxes, water and electricity charges, maintenance charges, ground rent, and other charges, if any, in accordance with such agreement.
(7) The customer shall be liable to pay interest, at such rate as may be prescribed, for any delay in payment towards any amount or charges to be paid under sub-section (6).

(8) The obligations of the customer under sub-section (6) and the liability towards interest under sub-section (7) may be reduced when mutually agreed to between the promoter and such customer.

(9) Every customer after taking possession of the flat, plot or building, as the case may be, shall participate towards the formation of an association or society or co-operative society of the customer, or a federation of the same.

3.5 CONCLUSION

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


