

# **<sup>1</sup>The Chandigarh Apartment Rules, 2001**

*Note : These Rules have been repealed vide Notification No. 36/6/116/UTFI(4)/6213 dated 1-10-2007 at page 1797*

**No. 36/6/116/UTFI(4)-2001/9799.** - In exercise of the powers conferred by Section 3 and 22. of the Capital of Punjab (Development and Regulation) Act, 1952 as adapted by the Punjab Reorganization (Chandigarh) adaptation of Laws on State and Concurrent Subjects) Order, 1968 and all other powers enabling him in this behalf, the Administrator, Union Territory, Chandigarh, is pleased to make the following rules, namely:-

1. (i) The rules shall be called "**The Chandigarh Apartment Rules, 2001**".
- (ii) They shall come into force immediately and apply to the Union Territory, Chandigarh.

## **2. Definitions:**

- (a) "Apartment" means each sub-division of a building duly recognized by the Estate Officer, alongwith the proportionate share in common areas and common facilities, as well as any other property rights appurtenant thereto, shall constitute an Apartment.
- (b) "Building" means any construction or part of construction or proposed construction in Chandigarh as defined in Clause (x) of Rule 2 of the Punjab Capital (Development and Regulation) Building Rules, 1952.
- (c) "Building Regulations" means the Building regulations refer to the rules, directions and orders under the Capital of Punjab (Development and Regulation) Act, 1959.
- (d) "Common areas and common facilities" means the common areas and common facilities in relation to a building shall include the land covered by the building and all easements, rights of access and other similar rights belonging to the land and the building. The common structures such as foundations, columns, beams, supports, main valves, common roofs, corridors, staircases, fire escapes, entrances and exits of the building. Such parking areas, passages, driveways, gardens, storage spaces, spaces for security, as are required or specified for common use. Installations of common services such as power, light, gas, water heating refrigeration, air conditioning, sewerage, elevators, tanks, pumps, ducts and such other common facilities as may be prescribed from time to time. All other parts of the building and land necessary for maintenance, safety and common use.
- (e) "Lessee" means the lessee of a site or building in terms of the Chandigarh Lease Hold of Sites and Buildings Rules, 1973.
- (f) "Owner" means the owner of a site or building in terms of the Chandigarh (Sale of Sites and Buildings) Rules, 1960, or in terms of any Other allotment or conveyance of freehold ownership rights on immovable property by Chandigarh Administration.
- (g) Under the context otherwise requires, the words and expressions used in these rules shall have the meaning assigned to them in the Capital of

Punjab (Development and Regulations) Act, 1952 and the rules made thereunder.

**3. Sub-division of Building:**

(1) Every building subject to the provisions of the Capital of Punjab (Development and Regulation) Act, 1952 and the separate and independent units in accordance with these rules. Each such sub-division of a building shall be recognized as a distinct, identifiable property to which the owner lessee shall have title along with proportionate rights in the declared common areas and common facilities. Each sub-division along with common areas, common facilities, rights of access easements and other ownership rights shall constitute a single, distinct identified, property which may be used transferred or disposed by the owner/lessees in accordance with the applicable law and rules.

(2) A building may be sub-divided through a declaration made by the owners/lessees to the Estate Officer in the prescribed form (Form- D). The Estate Officer shall, if he is satisfied with the completeness and correctness of information provided with the declaration and after, having the building inspected, if necessary, recognize the sub-divisions of the building and the owners/lessees thereof, upon payment of such fee as may be notified by the Administration from time to time.

The recognition of each sub-division as an apartment by the Estate Officer under these rules shall be accorded by way of a fresh letter of allotment or a fresh conveyance deed, as the case may be, in suppression of the previous letter of allotment or conveyance deed. Such letter of deed shall recognize the owners/lessees of the apartment as the owners/lessees thereof, who shall be liable to comply with all the provisions of the Capital of Punjab (Development and Regulation) Act, 1952, and rules and regulations and orders framed thereunder. All the covenant and liabilities contained in the original allotment letter and in the conveyance deed pertaining to the building or site, shall be construed to be contained in the subsequent letter or deed, as the case may be, even though no specific mention may have been made therein.

(3) Each sub-division, after it has been recognized as an apartment by the Estate Officer, consequent upon the filing of prescribed declaration, shall be the sole and exclusive property of the declared owners/lessees. Such owners/lessees shall be fully and exclusively responsible and liable for complying with all provisions of the Capital of Punjab (Development and Regulation) Act, 1952, rules and orders framed thereunder, and covenants of the allotment letter and conveyance deed pertaining to the site or the building. All these provisions of rules, orders and covenants shall apply, *pari passu*, to the apartment and to the owners/lessees thereof, as they did and would have, to the site or building and the owners/lessees thereof.

(4) Each apartment shall be entitled to separate utility connections such as water supply, sewerage and electricity, subject to building regulations.

(5) Where sub-divisions of a building with more than one storey have been allotted, sold or leased by the Estate Officer, the Estate Officer may after giving notice to the owners/lessees of such sub-divisions, declare such sub-divisions as apartments, to which the provisions of these rules shall apply.

**4. Sub-Division of Residential Buildings:**

(1) Any residential building situated on a plot size of less than 1400 square yards may be sub-divided into separate dwelling units with not more than one dwelling unit on each floor of the building. Each such dwelling unit shall constitute a sub-division.

(2) The basement, if any, allowed in a residential building shall not constitute a separate sub-division. The basement shall form a part of the sub-divisions on the ground floor. In case more than one sub-division is allowed on the ground, each such sub-division may have a separate basement if building regulations so permit. Except in the case where the basement provides for facilities such as parking area at the end or other plant and equipment required for apartments in the building, the basement or portions therein may constitute a part of the sub-division on floors, other, ground floor.

(3) The garage, servant quarters, outhouse, mali hut, store, open spaces etc. not forming part of the main residential building shall not form a separate sub-division(s) and shall form part of one or more of the apartments of the main building.

(4) A residential building on a plot of 1400 square yard or more may be sub-divided into two dwelling units on each floor provided that building regulations so permit.

#### **5. Sub-Division of commercial properties:**

(1) Shop-cum-offices and shop-cum-flats may be sub-divided into a commercial unit on the ground floor, and a separate unit on each of the upper floors of the appropriate category.

(2) Where a ground floor partition is allowed in a S.C.O. or S.C.F. such SCO or S.C.F. may be sub-divided into more than one sub-division on the ground floor, provided that each sub-division conforms with the Building Regulations, and provided that not more than one sub-division shall be allowed in each bay. As regards upper floors used for commercial purposes, each floor may be sub-divided provided that there is not more than one sub-division for each bay on the upper floors.

(3) The basement of any S.C.O. or S.C.F. shall not constitute a separate sub-division and shall form part of one of the sub-divisions whether a commercial unit or a dwelling unit, provided that no change of use for the basement shall be allowed.

#### **6. Sub-Division of Industrial Buildings:**

No sub-division of industrial buildings shall be allowed.

#### **7. Declaration as regards Sub-division of Building :**

(1) The owners or lessees of any building, may file a declaration intending to sub-divide the building in accordance with these rules and the building regulations. This declaration shall be in the prescribed form (Form D), and shall be submitted to the Estate Officer. A decision as regards sub-division of the building shall be taken within 60 days of the submission of the declaration.

(2) Any permission for sub-division shall not amount to regularization of any contravention or violation of any building regulations.

(3) The declared owners/lessees of the sub-division shall be liable for complying with all rules and regulations framed under the Act and by notifications in this regard, from time to time.

#### **8. Common areas and common facilities:**

(1) Every declaration for sub-division of a building shall contain the complete details regarding the common areas and common facilities. These may be used by all the owners/lessees and occupiers of the building equally, and without hindrance, subject to reasonable restrictions to ensure privacy and common access to all owners/lessees and occupiers.

(2) The owners/lessees of each sub-division shall be entitled to the exclusive use and possession of the sub-division as declared, and shall be entitled to ownership of such percentage of the undivided interest in the common areas and common facilities as specified in the declaration. Such percentage shall be computed by taking as a basis the value of the sub-division in relation to the value of the building.

(3) (a) The percentage of the undivided interest of each sub-division in the common areas and common facilities shall be a permanent character and shall not be altered without the written consent of all the owners/lessees to be obtained and filed before the Estate Officer.

(b) The Estate Officer, may, after issuing notice to all the apartment owners/lessees concerned, modify or alter the area, boundaries, size, use or nature of any common areas or any common facilities as may be deemed fit in the interest of proper use, maintenance and repair of the building or for ensuring compliance with any Rule, Regulation or Law or in the public interest.

(4) The common areas and common facilities shall remain undivided and no owner/lessee or occupier of any sub-division or any person shall be entitled to seek a partition or division of any part thereof before the Estate Officer, or when making changes or amendments to the building, or in any other proceedings before the Chandigarh Administration, related to the building, without the written consent of all owners/lessees of the building.

(5) Certain restricted common areas or restricted common facilities may be specified for use of some but not all the sub-divisions and the owners/lessees and occupiers thereof.

(6) All necessary work relating to maintenance, repair and upkeep, sanitation, cleaning, horticulture and replacement etc. of the common areas and common facilities and making of any additions, improvements or alterations thereto shall be carried out only in accordance with the building regulations and these rules. All the works as afore-stated shall be the joint and several responsibility of the owners/lessees and occupiers of each of the Apartments.

(7) The owners/lessees of every apartment in a sub-divided building shall be bound, jointly and severally to do all the necessary work mentioned in sub-rule 6. They may nominate a primary owner/lessee who shall be primarily responsible for conducting all such necessary work and shall do so, and all the other owners/lessees shall be bound to pay their respective share of the cost of such work forthwith on demand by the primary owner/lessee.

(8) The Estate Officer may, by issue of notice to the primary owner/lessee or to all the owners/lessees and occupiers, require that any necessary work as mentioned in sub-rule 6 shall be done within 30 days of issue of the notice; failing which, and after affording all the owners/lessees and occupiers and opportunity of being heard, the Estate officer may order that necessary work shall be done by the Chandigarh Administration, or any person authorized in this behalf, at the risk and cost of the owners/lessees and occupiers.

These costs shall be payable within 30 days of the notice or within 7 days of the completion of work whichever is earlier. In the event of non-payment, arrears of costs may be recovered, along with interest at 2% for every month or part thereof, compounded annually. These arrears may be declared as arrears of Land Revenue and recovered as such.

(9) In the event a common area or common facility requires access through an apartment then the concerned apartment owner or lessee shall be bound to provide free access to the common area or common facility at all reasonable times.



**9. Additions and Alterations to Apartments:**

(1) In any building consisting of Apartments no works shall be done by way of any addition, alteration, change in the external structures and features, or excavation of basement etc., nor shall any work be done which is prejudicial to the soundness and safety of the building or which may reduce the value thereof or impair any easement related thereto or to any sub-division therein, without first obtaining the written consent of the owners/lessees of each Apartment.

(2) The unbuilt area on each floor of a building, upto the maximum built area allowed on that floor, shall fall within the property rights of the owners-lessees of the apartment on that floor. Such rights shall be construed as being appurtenant to the apartment. In the event that more than one apartment is allowed and exists on a particular floor unbuilt area on that floor up to the maximum permissible built area shall belong to and shall be appurtenant to the apartments on that floor in proportion to their share in the entire building, unless there is a declaration to the contrary duly executed by the owners-lessees of the concerned apartments and recognized by the Estate Office.

**10. Encumbrances on apartments :**

(1) Where an encumbrance exists on a building, the Estate Officer shall recognize sub divisions thereof only after the holder or beneficiary of the encumbrance gives consent thereto. It shall be made clear as to which of the apartments the encumbrance shall pertain to and in what proportion.

(2) In cases falling under sub-rule (1), an encumbrance created on a building shall, in the absence of an agreement to the contrary between the parties, be apportioned to the apartments in proportion to their respective shares in the building.

**11. Amalgamation of Apartments :**

(1) In a building which contains more than one apartment on the same floor, the Estate Officer may allow amalgamation of such apartments on application by the owners/lessees subject to the building regulations.

(2) Apartments on different floors of a building may be allowed to be amalgamated by the Estate Officer, on application by the owners/lessees, in case such apartments are on adjacent floor and will form a well connected unit after amalgamation, subject to the building regulations.

(3) In all case of amalgamation the Estate Officer shall afford opportunity of hearing by way of notice to all apartments owners/lessees of the building.

**12. Appeals:**

(1) An appeal shall lie from an order made by the Estate Officer under these Rules to the Chief Administrator. Such appeal shall be filed within 30 days of the order of the Estate Officer, or of the date when a copy is supplied to the appellant whichever is later, on the payment of such fees and charges or on the deposit of such an amount as may be prescribed by the Administration from time to time.

(2) Where a person is aggrieved by any order of the Chief Administrator, under these Rules, he may, within thirty days of the date of communication to him of such decision, make an application in writing to the Adviser to the Administrator, Union Territory, Chandigarh for revision against the said decision and the Adviser to the Administrator, Union Territory, Chandigarh may confirm, alter or rescind the decision of the Chief Administrator.

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**FORM D**  
**Rule 3(2) and 7(1)**  
**(Declaration regarding sub-division of building)**

To

The Estate Officer,  
Chandigarh

Subject:- Building pertaining to Plot/S.C.F./S.C.O. No. \_\_\_\_\_  
Sector \_\_\_\_\_, Chandigarh.

Sir,

1. I/We, the undersigned are

(a) the owner(s)/ in possession of the building; and Plot No. \_\_\_\_\_  
S.C.O. \_\_\_\_\_, S.C.F. \_\_\_\_\_ Sector \_\_\_\_\_ Chandigarh and  
that the above said site/building was allotted to us under the Chandigarh (Sale of  
Sites and Building) Rules, 1960, \_\_\_\_\_ vide \_\_\_\_\_  
dated \_\_\_\_\_.

OR

(b) I/We are the lessee(s) in possession of building and Plot/S.C.O./S.C.F.  
No. \_\_\_\_\_, Sector \_\_\_\_\_, Chandigarh allotted to me/us under the  
Chandigarh Lease Hold of Sites and Building Rules, 1973, \_\_\_\_\_  
vide \_\_\_\_\_ dated \_\_\_\_\_.

2. That I/We as the exclusive owner(s)/lessee(s) of the above mentioned  
property do hereby declare that I/we intend to sub-divide the said property con-  
sisting of building and land in the manner described in the lay out plan and Sched-  
ules enclosed.

3. That the said building shall consist of the sub-divisions described in the  
Schedules and the owner(s)/lessee(s) shall be the person(s) shown against each  
sub-division.

4. That the proportionate share of all the owners/lessees shown herein is  
exactly the same as recorded in the records of the Estate Office. That by this  
declaration the owners/lessees seek to demarcate their respective rights/titles and  
properties, and to demarcate their properties with distinct identities as mentioned  
above and in the Schedule and layout plan. That by this declaration there is no  
transfer of conveyance of property rights under the Transfer of Property Act,  
1882. This is a declaration that defines, demarcates and earmarks property rights  
in proportion to the existing shares of the owners/lessees. In the event that there  
is any conveyance or transfer of property rights in any way related to this decla-  
ration the same shall not be recognized or be effective unless and until the con-  
cerned owner or lessee execute a conveyance deed as required under the law.

5. That after the recognition of this sub-division, the rights of each of the  
owner(s)/lessee(s) shall be fully and finally determined by the records of the Es-  
tate Office as amended in accordance with this declaration.

6. That all common areas and common facilities shall belong to every owner/  
lessee of each sub-division, and the proportionate ownership/rights of each sub-  
division, in the common areas and common facilities shall be equal to the propor-  
tion of that sub-division in the entire building as shown in the schedule attached.

7. That any restricted common areas or restricted common facilities shall  
belong only to and exclusively to the owners/lessees of such sub-divisions as re-  
corded herein and fully described in the schedule attached.

8. That each owner/lessee hereby undertakes that he/she shall be fully bound by this declaration and shall be estopped from challenging the records of the Estate Office to the extent that such records reflect the implementation of this declaration.

9. That the sub-divisions on the ground floor of the building are marked with the letters A,B,C,D,E respectively as shown by separate colours in the layout plan enclosed.

10. That the sub-divisions of the first floor of the building are marked with the letters F,G,H,I,J,K respectively in separate colours as shown in the layout plan enclosed.

11. That sub-divisions on the second floor of the building are marked with the letters L,M,N,P,Q as shown in the separate colours in the layout plan enclosed.

12. That sub-divisions, if any, on higher floors of the building are marked with the letters R onwards, as shown in separate colours on the layout plan enclosed.

13. That the basement of the building forms part of one of the sub-divisions marked as \_\_\_\_\_ on Floor \_\_\_\_\_ of the building.

14. That garages/Servant Quarters/Out Houses etc. of the building, each form part of one of the sub-divisions, and marked accordingly on the layout plan.

15. That common areas are clearly labelled and marked in separate colours and that the common facilities are clearly labelled and marked in separate colours on the layout plan enclosed. That the restricted common areas and common facilities are fully described in the schedule and labelled and marked on the layout plan. That the share of each owner or lessee in the common areas and in common facilities shall be determined by the proportion of the concerned sub-division in the entire building.

That the share of each beneficial owner or lessee in any restricted common area or restricted common facility shall be in proportion to the values of the sub-divisions which are entitled to the use of such area or facility.

That all these shares are permanent and may be conveyed as such to the subsequent owners or lessees upon the transfer of the concerned sub-division.

16. That the building complies with the building rules and regulations.

17. That each owner/lessee of each sub-division undertakes to abide by the building rules, regulations and rules framed under the Capital of Punjab (Development and Regulation) Act, 1952, from time to time.

Therefore, it is prayed that the above mentioned sub-divisions as fully described in the schedule and as detailed in the layout plan enclosed may be recorded as the independent and separate properties of the owners/lessees of each sub-division.

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**Attached**

An Affidavit of each owner/lessee stating on oath that he/she has signed his declaration and agrees to the sub-division of the buildings as fully described in this declaration and its enclosures, being the schedule of sub-divisions and the layout plan of the building showing clearly all the sub-divisions, common areas and common facilities etc.

**SCHEDULE-I**

**Description of each sub-Division  
(Attach one for each Sub-Division)**

1. Location/Alphabet allocated to sub-division.
2. Floor of Sub-division.
3. Description of sub-division.
4. Covered area of sub-division.
5. Open area of sub-division.
6. Common facilities and common areas which abut the sub-division or are enclosed within the sub-division.
7. Percentage/proportion of the sub-division to the entire building.
8. Declared owners/lessees of the sub-division.
9. Colour of sub-division on the building layout plan enclosed.
10. Remarks regarding boundaries of sub-division.
11. Remarks regarding unconstructed/open areas forming part of sub-division.
12. Remarks regarding common areas/restricted common areas.
13. Remarks regarding common facilities/restricted common facilities.

**Signatures of ALL declarants, i.e.  
Owners/lessees of all sub-divisions  
of the buildings.**

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S.C.O./S.C.F./Plot No.....  
Sector.....Chandigarh.

## II SCHEDULE OF COMMON AREAS

Sr. No.	Name	Description	Level/colour/ boundaries on plan	Arrangement/liability for repair/ maintenance
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## III SCHEDULE OF RESTRICTED COMMON AREAS

Sr. No.	Name	Description	Level/colour/ boundaries on plan	Arrangement/ liability for repair/ maintenance	Restrictions on use
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S.C.O./S.C.F./Plot No.....  
Sector.....Chandigarh.

**IV SCHEDULE OF COMMON FACILITIES**

Sr. No.	Name	Description	Level/colour/ boundary on plan	Arrangement/liability for maintenance and repair
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**V SCHEDULE OF RESTRICTED LIMITED COMMON FACILITIES**

Sr. No.	Name	Description	Level/colour/ boundary on plan	Arrangement/ liability for maintenance and repair	Restrictions on use
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