

DELHI HINDUSTANI MERCANTILE CGHS LTD

GENERAL RULES AND REGULATIONS FOR LETTING, RENTING AND OCCUPATION OF FLATS

1. Purpose and Applicability

1.1. These Rules shall regulate the letting, renting, occupation and use of residential flats within the premises of [Name of Society], hereinafter referred to as the “Society”.

1.2. These Rules shall apply to all flat owners, landlords, tenants, occupants, family members, paying guests, domestic help, visitors and other persons entering or residing in the Society.

1.3. All persons residing in or using the Society shall comply with these Rules, the validly adopted bye-laws of the Society, applicable municipal and fire-safety requirements, and the laws in force in Delhi.

1.4. These Rules shall be interpreted consistently with applicable law and shall not override any statutory right of an owner or tenant.

2. Permission to Let Out a Flat

2.1. An owner intending to let out a flat shall ensure that the proposed letting is lawful under the applicable title documents, lease conditions, allotment conditions, registered bye-laws and other applicable restrictions.

2.2. The owner shall inform the Society's Managing Committee or authorised office of the proposed letting and provide the prescribed information reasonably necessary for maintaining occupancy and security records.

2.3. The Society may prescribe a uniform intimation and registration procedure for rented flats. Such procedure shall be administrative in nature and shall not be used to impose arbitrary restrictions on lawful letting.

2.4. Any permission, prior approval or no-objection requirement shall apply only to the extent authorised by the applicable law, governing documents or validly adopted bye-laws.

3. Rent Agreement and Documentation

3.1. The owner and tenant should execute a written rent or leave-and-licence agreement, as legally appropriate, specifying the rent, security deposit, duration, permitted use, maintenance obligations, termination conditions and other agreed terms.

3.2. The owner shall furnish the following information to the Society, subject to applicable privacy and data-protection requirements:

a. Name and contact details of the owner or authorised representative;

- b. Flat number and building/block details;
- c. Name and contact details of the principal tenant;
- d. Names of persons ordinarily residing in the flat and the emergency contact details reasonably required for safety purposes;
- e. Tenancy commencement date and expected duration; and
- f. Such additional particulars as are reasonably necessary and lawfully required for Society administration.

3.3. Copies of identity documents, rent agreements and other records shall be collected, retained and accessed only for legitimate administrative, security or legal purposes, with reasonable safeguards against unauthorised disclosure.

3.4. The owner shall ensure that the rent agreement is duly stamped, registered or otherwise documented wherever required by applicable law.

4. Police Verification

4.1. The owner/landlord shall comply with the tenant verification and intimation requirements applicable to the premises under the directions and procedures of Delhi Police and other competent authorities.

4.2. The owner shall submit the prescribed tenant verification form or complete the applicable online procedure, as required.

4.3. The Society may maintain a record of compliance or request reasonable confirmation where legally permissible. The Society's internal registration shall not be treated as a substitute for police verification.

4.4. Tenants and owners shall cooperate with lawful requests from the police or other competent authorities.

5. Permitted Use of Flat

5.1. A flat let out under these Rules shall be used for lawful residential purposes, subject to the permitted use of the property and the applicable governing documents.

5.2. The flat shall not be used for any unlawful activity, unauthorised commercial establishment, prohibited activity or purpose that violates applicable land-use, building or occupancy restrictions.

5.3. No tenant shall sublet, assign, license or otherwise transfer possession of the whole or any part of the flat to another person without the owner's written consent and compliance with applicable law and the rent agreement.

5.4. Short-term accommodation, paying-guest arrangements, hostel-type occupation or other forms of multiple occupancy shall be permitted only where lawful and consistent with applicable title conditions, bye-laws and regulatory requirements.

5.5. No structural alteration, unauthorised construction or change in the external appearance of the building shall be undertaken without the requisite permissions.

6. Occupants and Change in Occupancy

6.1. The tenant shall provide accurate details of the persons ordinarily residing in the flat and notify the owner and Society of material changes in occupancy within a reasonable period.

6.2. The tenant shall not knowingly provide false particulars or permit unauthorised persons to use the flat for unlawful purposes.

6.3. The Society may require reasonable updates to occupancy records for security, emergency response and maintenance purposes.

6.4. No person shall be denied lawful residence solely on the basis of an arbitrary or discriminatory criterion. Any occupancy restrictions must be supported by applicable law, valid bye-laws or legitimate and proportionate safety requirements.

7. Maintenance Charges and Other Payments

7.1. Common-area maintenance charges and other lawful Society dues shall be payable in accordance with the applicable bye-laws, resolutions and governing documents.

7.2. As between the owner and tenant, responsibility for rent, maintenance charges, electricity, water, gas, parking charges and other expenses shall be determined by the rent agreement and applicable law.

7.3. The Society may recover amounts from the person legally liable for such amounts, in accordance with the applicable law and bye-laws.

7.4. An owner shall remain responsible for Society dues to the extent imposed upon the owner by applicable law or the governing documents, notwithstanding any separate arrangement with the tenant.

7.5. No unauthorised fee, penalty or additional charge shall be imposed merely because a flat is rented out.

8. Common Areas and Facilities

8.1. Tenants and their family members shall have the right to use common areas and facilities in accordance with the same applicable rules governing their use by other residents, subject to lawful eligibility requirements and capacity or safety restrictions.

8.2. Corridors, staircases, fire exits, lift lobbies, entrances and other access routes shall be kept free from obstruction.

8.3. No personal belongings, furniture, footwear racks, cycles, waste or other articles shall be placed in common areas in violation of the Society's applicable rules or fire-safety requirements.

8.4. Common facilities, including parks, community halls, gyms, swimming pools and other amenities, shall be used according to the published rules and any lawful booking, safety or usage charges.

8.5. Tenants shall not damage, misuse or interfere with common property, equipment, landscaping or facilities.

9. Parking and Vehicles

9.1. Parking shall be permitted only in the space allotted or otherwise lawfully authorised for the relevant flat or vehicle.

9.2. No tenant shall occupy another resident's allotted parking space or obstruct driveways, emergency access routes or common passages.

9.3. Vehicle details and access credentials may be registered with the Society for security and traffic management.

9.4. Guest parking, two-wheeler parking, electric-vehicle charging and other parking arrangements shall be governed by the Society's applicable parking policy and the relevant safety requirements.

9.5. No vehicle shall be repaired, washed or stored in a manner that damages or obstructs common areas or violates applicable rules.

10. Noise, Conduct and Peaceful Enjoyment

10.1. Every occupant shall maintain reasonable standards of cleanliness, decorum and peaceful co-existence.

10.2. Loud music, parties, shouting, amplified sound or other activities causing unreasonable disturbance to neighbouring residents shall not be permitted.

10.3. Residents shall comply with applicable noise restrictions and statutory requirements, including restrictions relating to loudspeakers and amplified sound.

10.4. No resident shall engage in harassment, intimidation, violence, nuisance, unlawful assembly or conduct endangering other residents.

10.5. Complaints regarding noise or misconduct shall be dealt with fairly, on the basis of specific facts and in accordance with the Society's complaint procedure and applicable law.

11. Cleanliness, Waste Disposal and Hygiene

11.1. All residents shall segregate and dispose of household waste in accordance with the applicable municipal rules and the Society's waste-management arrangements.

11.2. Waste, food, cigarette butts, liquids or other materials shall not be thrown from balconies, windows or into common areas.

11.3. Residents shall not cause leakage, seepage, foul odours, pest infestation or other avoidable conditions affecting neighbouring flats or common areas.

11.4. No hazardous, inflammable or prohibited material shall be stored in a manner contrary to law or fire-safety requirements.

12. Safety, Fire Prevention and Emergencies

12.1. Residents shall comply with fire-safety instructions, evacuation procedures and emergency directions issued by competent authorities or lawfully authorised Society representatives.

12.2. Fire extinguishers, alarms, hydrants, fire exits and emergency access routes shall not be obstructed, tampered with or misused.

12.3. LPG cylinders, electrical appliances, charging equipment and other installations shall be used and maintained safely and in accordance with applicable requirements.

12.4. Residents shall promptly report fire hazards, suspected criminal activity, serious structural defects, water leakage and other significant safety concerns.

12.5. Access to a private flat by Society personnel shall ordinarily require the occupant's consent, except where entry is authorised by law or is reasonably necessary in a genuine emergency, subject to applicable law.

13. Domestic Help, Delivery Personnel and Visitors

13.1. Residents shall comply with the Society's reasonable entry, visitor-registration and security procedures.

13.2. Domestic help, drivers, caregivers and other regular service providers may be registered in accordance with the applicable security procedure and lawful verification requirements.

13.3. Visitors and delivery personnel shall follow reasonable access and movement restrictions applicable to the premises.

13.4. The Society shall implement visitor and access-control procedures uniformly and shall not use them as a means of arbitrary harassment of tenants or their guests.

13.5. Emergency access for ambulances, fire services, police and other competent authorities shall not be unreasonably obstructed.

14. Pets and Animal Welfare

14.1. Pet ownership and the presence of companion animals shall be governed by applicable law and lawful Society rules concerning cleanliness, safety, nuisance and the use of common areas.

14.2. Pet owners shall ensure that their animals are appropriately supervised and that waste is cleaned promptly.

14.3. No blanket prohibition on pets shall be imposed where it would contravene applicable law or binding judicial directions.

14.4. Residents shall not harass, injure or unlawfully prevent the movement of animals. Applicable animal-welfare requirements and lawful public-safety measures shall be respected.

15. Repairs, Alterations and Inspection

15.1. The tenant shall promptly inform the owner of repairs required to prevent damage to the flat, neighbouring properties or common infrastructure.

15.2. Repairs, renovations or installations affecting structural elements, external facades, common services or building safety shall require the permissions mandated by applicable law and governing documents.

15.3. The owner and tenant shall coordinate access for necessary repairs, maintenance and inspections in accordance with the rent agreement and applicable law.

15.4. The Society shall not enter or authorise entry into an occupied flat merely for routine administrative convenience without lawful authority or appropriate consent.

16. Complaints and Dispute Resolution

16.1. Any resident may submit a written complaint to the Managing Committee or the designated Society office regarding an alleged violation of these Rules.

16.2. The complaint should, where practicable, identify the relevant incident, date, location and supporting particulars.

16.3. The Society shall provide the concerned person a reasonable opportunity to respond before taking adverse action, except for urgent interim measures reasonably necessary to address an immediate safety risk or legal obligation.

16.4. Complaints shall be considered impartially and within a reasonable period. The Society may maintain a complaint register and communicate the outcome to the extent appropriate.

16.5. Disputes concerning rent, eviction, possession, security deposits or contractual obligations between the owner and tenant shall be resolved through the appropriate contractual or legal remedies. The Society shall not adjudicate such disputes beyond its lawful authority.

17. Breach of Rules and Enforcement

17.1. A breach of these Rules may be brought to the notice of the concerned owner, tenant or occupant for corrective action.

17.2. Where a breach is established, the Society may issue a written advisory or notice specifying the alleged violation and the corrective action reasonably required.

17.3. Any penalty, charge, restriction or other enforcement measure shall be imposed only where authorised by applicable law and validly adopted bye-laws, following the prescribed procedure and reasonable opportunity to respond.

17.4. The Society shall not forcibly evict a tenant, lock a flat, seize personal belongings, disconnect essential services or employ coercive measures except as lawfully authorised. Eviction and recovery of possession shall be pursued through the competent legal process where required.

17.5. Nothing in these Rules shall prevent a person from approaching the police, a competent authority, a court or another appropriate forum for relief available under law.

18. Termination of Tenancy and Vacating the Flat

18.1. The owner and tenant shall comply with the notice period, termination conditions and handover obligations specified in their agreement and applicable law.

18.2. The tenant shall settle amounts lawfully payable by the tenant, remove personal belongings and return keys and access devices in accordance with the agreement.

18.3. The owner or tenant shall inform the Society of the change in occupancy within a reasonable period so that access records and security particulars may be updated.

18.4. Any dispute concerning deductions from the security deposit, unpaid rent, damage to the flat or premature termination shall be resolved between the relevant parties in accordance with the agreement and applicable law.

19. Equal and Non-Arbitrary Application

19.1. These Rules shall be applied consistently to owners, tenants and other similarly situated residents, subject to lawful distinctions based on their respective rights and responsibilities.

19.2. No resident shall be subjected to arbitrary, discriminatory or retaliatory treatment on grounds prohibited by applicable law.

19.3. Reasonable restrictions relating to security, sanitation, fire safety, parking, common facilities and peaceful enjoyment may be imposed where supported by law and the Society's valid governing documents.

20. Amendment and Interpretation

20.1. These Rules may be amended by the competent body of the Society in accordance with the applicable statute, registered bye-laws and prescribed procedure.

20.2. Any amendment affecting residents' rights or obligations shall be communicated to the residents within a reasonable period.

20.3. If any provision of these Rules is found inconsistent with applicable law, that provision shall be read down or treated as inoperative to the extent of the inconsistency, without affecting the remaining provisions where they can lawfully continue.

20.4. In the event of any conflict, the applicable statute, binding judicial directions, lawful title or lease conditions and valid governing bye-laws shall prevail according to their legal hierarchy.