

Delhi Hindustani Mercantile CGHS Ltd

RULES REGARDING ENTRY, OCCUPATION AND MOVING-IN OF A PURCHASER OF A FLAT

1. Short title and commencement

These Rules shall be known as the “Rules for Moving-In of Purchasers of Flats” and shall come into force upon their approval and adoption by the competent authority of the Society in accordance with the Delhi Cooperative Societies Act, 2003, the Delhi Cooperative Societies Rules, 2007, and the registered bye-laws of the Society.

2. Statutory compliance

Every purchaser seeking transfer of membership, shares or interest in a flat shall comply with Section 91 of the Delhi Cooperative Societies Act, 2003, Rule 92 of the Delhi Cooperative Societies Rules, 2007, and other applicable statutory provisions, registered bye-laws and lawful transfer conditions.

3. Intimation of purchase

The purchaser shall submit written intimation to the Secretary of the Society, stating:

- a. Flat number, block and floor;
- b. Name and membership number of the previous member;
- c. Name, address and contact details of the purchaser;
- d. Date and particulars of the instrument of transfer;
- e. Proposed date of physical occupation; and
- f. Contact details for emergencies and communication.

4. Application for membership

4.1. The purchaser shall submit the prescribed application for membership in Form 20, where applicable under Rule 92, together with the prescribed affidavit in Form 21 and supporting documents.

4.2. The purchaser shall furnish copies of the registered sale deed, registered agreement for sale or registered power of attorney, as applicable under the relevant statutory provisions, together with the documents required under the Rules and valid bye-laws.

4.3. The original share certificate of the outgoing member shall be submitted where required. Where the original is unavailable, the purchaser shall follow the applicable procedure, including furnishing an indemnity bond where required.

4.4. The purchaser shall pay the statutory transfer fee, share money, admission fee and other charges only to the extent prescribed or authorised by the applicable law and valid bye-laws.

4.5. The Managing Committee shall process and decide the application within the statutory period prescribed under Section 91, including the applicable 30-day period, and communicate its decision in writing.

5. Verification and record updating

5.1. The Society may verify the documents and particulars submitted by the purchaser and seek clarification regarding any material deficiency.

5.2. The Society shall maintain and update its membership register, share register, flat records and relevant contact records in accordance with applicable law and the Rules.

5.3. Any refusal of membership shall be communicated with reasons and the applicant shall be informed of the applicable statutory remedy before the Registrar.

6. Clearance of outstanding dues

6.1. The Society shall provide an account statement of outstanding maintenance charges, common expenses and other lawful dues relating to the flat, identifying the relevant period and the person liable for payment.

6.2. The purchaser shall comply with liabilities lawfully attaching to the flat or membership under applicable law, the prescribed affidavit and the governing documents.

6.3. The Society shall not demand an arbitrary transfer charge, donation, premium or moving-in fee unsupported by applicable law or valid bye-laws.

6.4. A dispute regarding a particular demand shall be dealt with under the applicable legal procedure. No unrelated or unauthorised condition shall be imposed as a prerequisite for physical entry.

7. Permission and procedure for moving-in

7.1. The purchaser shall inform the Society's office of the proposed date and approximate time of shifting at least 48 hours in advance, wherever reasonably practicable.

7.2. The purchaser shall provide the names and vehicle particulars of the moving personnel and vehicles for reasonable security and access-control purposes.

7.3. The purchaser shall comply with the Society's notified arrangements concerning lift use, loading and unloading, protection of common areas, parking and waste disposal.

7.4. Any refundable security deposit for shifting damage, if authorised by the applicable bye-laws or a validly adopted policy, shall be reasonable, documented and refundable after adjustment of any established damage in accordance with the governing terms.

7.5. The Society shall not unreasonably delay or obstruct lawful possession or physical entry merely because an administrative formality remains pending, where such obstruction is not authorised by law.

8. Inspection and protection of common areas

8.1. The purchaser shall ensure that furniture, appliances and other belongings are moved without causing damage to lifts, staircases, walls, flooring, gates or other common property.

8.2. Any damage caused during shifting shall be reported promptly and dealt with in accordance with the applicable bye-laws and a fair assessment of the actual damage.

8.3. No belongings shall be left in corridors, staircases, fire exits or other common areas.

9. Compliance after moving-in

The purchaser and occupants shall comply with the Society's valid rules regarding parking, sanitation, security, fire safety, waste disposal, use of common facilities and peaceful enjoyment of the premises.

10. Transfer of utilities and access credentials

The purchaser shall coordinate the transfer or updating of applicable electricity, water, gas, access cards, parking records and other relevant service records with the competent authority or service provider, as applicable.

11. Non-discrimination and protection of rights

The Society shall apply these Rules uniformly and shall not impose arbitrary restrictions on the purchaser's entry, occupation or use of common facilities. Nothing in these Rules shall override statutory rights, lawful possession or the remedies available under applicable law.

12. Interpretation and amendment

These Rules shall be interpreted consistently with the Delhi Cooperative Societies Act, 2003, the Delhi Cooperative Societies Rules, 2007, and the registered bye-laws. Any amendment shall be made by the competent authority in accordance with the prescribed procedure.