

DELHI HINDUSTANI MERCANTILE CGHS LTD

RULES REGARDING TRANSFER OF FLAT, CESSATION OF MEMBERSHIP AND MOVING-OUT OF A SELLING MEMBER

1. Short title and commencement

These Rules shall be known as the “Rules for Transfer of Flat and Moving-Out of Members” and shall come into force upon their approval and adoption by the competent authority in accordance with applicable law and the registered bye-laws of the Society.

2. Statutory provisions governing transfer

2.1. Every member intending to transfer a flat and the associated share or interest shall comply with Section 91 and other applicable provisions of the Delhi Cooperative Societies Act, 2003, Rule 92 of the Delhi Cooperative Societies Rules, 2007, and the Society's registered bye-laws.

2.2. Where Rule 92 applies, the outgoing member shall submit the prescribed notice of intention to transfer in Form 18, giving the particulars of the proposed transferee and the relevant flat.

2.3. The Society shall process the notice and communicate its consent in Form 19 within the period prescribed under Rule 92. Where the Rule provides that consent is deemed to have been granted upon failure to respond within the prescribed period, that statutory consequence shall apply.

2.4. Any applicable restrictions arising from leasehold conditions, the terms of allotment, the title documents or other binding legal requirements shall be complied with.

3. Documents to be submitted by the outgoing member

The outgoing member shall submit, as applicable:

- a. Written notice of the proposed transfer in Form 18;
- b. Membership number and particulars of the flat;
- c. Particulars of the proposed purchaser;
- d. Original share certificate, where available and required;
- e. Details of outstanding Society dues and the relevant account statement;
- f. Contact details and proposed date of physical vacation; and
- g. Other documents reasonably required under applicable law, the Rules and valid bye-laws.

4. Settlement of Society dues

4.1. The outgoing member shall be responsible for Society dues lawfully payable by that member up to the applicable date of transfer or other date determined under the governing documents and applicable law.

4.2. The Society shall provide a statement of outstanding dues upon written request within a reasonable period, identifying the nature and period of each demand.

4.3. Disputed dues shall be dealt with under the applicable legal procedure. The Society shall not impose arbitrary charges, donations, premiums or transfer fees that are not authorised by law or valid bye-laws.

4.4. The allocation of liabilities between the outgoing member and purchaser shall be governed by applicable law, the prescribed documents and any lawful agreement between them.

5. Processing of transfer and membership records

5.1. The Society shall process the transfer of membership, shares and interest in accordance with Section 91, Rule 92 and the applicable bye-laws.

5.2. Upon completion of the applicable statutory procedure, the Society shall make the necessary entries in its membership and share registers and issue or update the relevant share certificate and records as required by law.

5.3. The Society shall not withhold or delay processing solely on the basis of an unauthorised demand or a condition unsupported by the governing documents.

5.4. The outgoing member shall cooperate in providing documents and completing formalities lawfully required for the transfer.

6. Notice of moving-out

6.1. The outgoing member shall intimate the Secretary or authorised office of the proposed date and approximate time of shifting, preferably at least 48 hours in advance.

6.2. The member shall provide reasonable particulars of the moving vehicles and personnel for security and traffic management.

6.3. The Society may prescribe reasonable arrangements for the use of service lifts, loading and unloading areas and protection of common property.

6.4. Such arrangements shall be applied uniformly and shall not be used to obstruct a lawful sale, transfer or vacation of the flat.

7. Protection of common areas during shifting

7.1. The outgoing member shall ensure that furniture, appliances and personal belongings are removed without avoidable damage to lifts, corridors, staircases, walls, flooring, gates or other common property.

7.2. Damage caused during shifting shall be assessed fairly and dealt with in accordance with the applicable bye-laws and lawful recovery procedure.

7.3. No personal belongings, debris or waste shall be left in common areas after shifting.

8. Handover and closure of records

8.1. The outgoing member shall remove personal belongings and hand over keys and access devices to the purchaser in accordance with the sale documents and applicable law.

8.2. The outgoing member shall inform the Society of the change in occupancy and provide a forwarding address or contact details for future statutory or administrative correspondence, where reasonably required.

8.3. The Society shall update its records concerning the outgoing member, the purchaser, vehicle registration and access credentials in accordance with the applicable procedure.

8.4. The outgoing member may request a written statement of account and confirmation of the transfer-related records maintained by the Society.

9. No unauthorised obstruction

9.1. The Society shall not forcibly prevent the outgoing member from removing personal belongings or vacating the flat merely because an administrative formality remains pending, unless a lawful restriction or competent authority's order requires otherwise.

9.2. The Society shall not retain personal property, block access, disconnect essential services or impose coercive measures except as lawfully authorised.

9.3. Nothing in these Rules shall prevent the Society from recovering lawful dues through the appropriate legal procedure.

10. Cessation of membership

The cessation of membership, transfer of shares and interest, and corresponding entry in the Society's records shall be governed by Section 91, Rule 92 and other applicable provisions. The date of physical vacation shall not, by itself, determine the legal date of transfer or cessation of membership.

11. No waiver of rights or liabilities

The physical departure of the outgoing member shall not extinguish liabilities lawfully accrued before transfer. Equally, no additional liability shall be imposed merely because the member has sold the flat or moved out, unless authorised by applicable law or valid bye-laws.

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 Society's registered bye-laws. Amendments shall be made by the competent authority in accordance with the prescribed procedure.