

STANDING OPERATING PROCEDURE (SOP) – 2021

RENTING OF FLATS IN AWHO TOWNSHIP GURJINDER VIHAR GREATER NOIDA

[This SOP is the modified and updated version of the previous version and is effective from 25 Jan 2021]

25 Jan 21

GENERAL

1. AWHO Township, Gurjinder Vihar has come up as one of the best managed and an upscale residential society in Delhi NCR and particularly in Greater Noida. The Society, with the facilities existing within its campus makes it truly a self-contained township.
2. Though primarily built as a residential society for the army personnel, it has residents of all three services. In addition, due to many service personnel still serving and not residing in the society, a large number of tenants also reside in the Society. This profile of residents, is tilted more towards the tenant residents compared to the resident owners. This profile is likely to continue for at least a few years more, till the serving personnel superannuate and settle down in the Society.
3. Since a large number of Societies are in close vicinity and rentals comparatively low in Greater Noida, due to the demand and supply equation, a large number of civilians seek residential status in the Society as tenants.
4. It has been observed in the past that the profile of many a tenant resident is not of the desired standard with their conduct not appropriate to the acceptable social norms of decency and many lack civic sense. There have been many cases of complaints by owners regarding unpaid/delayed rent payments as well as damage to the property besides misbehaviour.
5. In order to reduce these problems to the minimum, higher rental profile for the owners and a conducive profile of tenants, it is necessary that all those seeking tenancy in the Society are screened by the Society. Towards this end, a Screening Committee has been functional in the Society, which has, to a great extent, ensured that the tenant profile is appropriate for the Society. Besides the concerted effort put in by the Screening Committee, the owners also should take the onus and ensure that their property is not recommended to be leased to prospective tenants who do not meet the acceptable social criteria norms.
6. This SOP lays down the guidelines for both the owners and the Screening Committee for improving the tenant profile of the Society.


AIM

7. The aim of this SOP is to formalize and update the guidelines for renting of flats in the Society and improving the tenant profile.

SCREENING COMMITTEE

8. **Composition.** The Screening Committee shall be detailed by the RWA and shall be composed as follows:-

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- (a) Chairman – Resident Veteran Maj Gen.
- (b) Member 1 - Vice President / Secretary BoM.
- (c) Member 2 – Resident Veteran Col/ Brig.

9. **Meeting.** The Committee shall meet on every Saturday at 1100 hrs for screening of the prospective tenants and those whose are shifting from one flat to another within the Society. Each prospective tenant, preferably along with spouse shall be screened by the Committee for suitability of tenancy in the Society. It will be ensured that proper Police Verification of all residents is available. The decision of the Screening Committee will be final and there shall be no intervention of any kind by the BoM and RWA Management Committee.

10. **Guidelines for Renting of Flats / Criteria for Tenants.** It is not possible to lay down the exact criteria/ parameters for the tenants. The Screening Committee shall consider each application on case-to-case basis. However, the under mentioned guidelines lay the important framework for following by the Screening Committee. These may be modified from time-to-time, keeping the best interest of the Society in view.

(a) Whilst, attempt would be to allow only families / married couples tenancy in the Society, the law does not permit denying the same to single male / female aspirant tenants. As such, only those single male or female tenants may be considered who are either professionals employed with various establishments in the municipal limits of Greater Noida. Under no circumstances will any students be permitted to hire accommodation within the Society.


(b) In case the status of a single male/ female tenant changes to married, it shall be the responsibility of the tenant to intimate the same within a period of 30 days to the RWA, failing which the RWA shall retain the right to issue notice to the owner and the tenant, terminating the tenancy.

(c) For newly married couples seeking tenancy, copy of marriage certificate as part of the initial documentation is a must.

(d) Considering the social environment where in most cases, both husband and wife are employed, the following income criteria shall apply while screening the applicants:-

- (i) 1 BHK – Rs 4 Lac per annum.
- (ii) 2 and 2+1 BHK – Rs 5 lac per annum.
- (iii) 3 BHK and 4 BHK – Rs 8 lac per annum.
- (iv) Pent House – Rs 10 lac per annum.

(e) Clubbing of income of spouse shall be permitted subject to IT returns of both being provided as proof of income. Income proof from PSU/ reputed companies will be accepted in the form of salary slips of the three preceding months.


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- (f) Income proof from the employees of firms/business other than PSU/MNCs will be accepted in the form of bank statements of last six months, reflecting the monthly credit of salary in the prospective tenant's bank account.
- (g) People running their own business must produce the audit reports of two preceding FYs reflecting the turnover and supporting bank proof of business account in which proceeds have been credited in last six months. In case the business has been started recently, a minimum turnover of Rs 20 lac per month in bank accounts in the prospective tenant's name be produced.
- (h) Businessmen will also produce the requisite registration papers of business, like TIN No and valid license No for the business.
- (i) Instances have occurred wherein, the prospective tenants vacate their previous residence and arrive with their baggage even prior to them having been screened. Entry to such tenants shall be denied till the applicant has been screened by the Screening Committee. To ward off such inconvenience to prospective tenants, owners, who are renting out their property, must make it clear to the prospective tenants that entry in the Society will be permitted only one week after the Screening Committee has cleared the application.
- (j) The person in whose name the flat is being hired, shall physically present himself/herself before the Screening Committee. It is preferable, that, the person comes with spouse for more effective screening and briefing by the committee. The requirement of screening can be dispensed incase of defence personnel, serving or retired and Class 1 Group A Govt officials. In these cases, they may be represented by a family member.
- (k) Renting of DUs to corporate houses or as company hired accommodation for the purposes of guest houses is not permitted.
- (l) Renting of DUs to students and run as paid guest (PG) hostels is not permitted.
- (m) Subletting of house or part thereof by the owner or tenants will not be permitted. Owners may, however, keep a portion of the property for their own use, which may be kept locked. Non-compliance will attract eviction of tenant under the arrangements of the owner.
- (n) The number of vehicles (four or two wheelers) of the tenants will be restricted to the parking space allotted for the flat being rented. No commercial vehicles, tractors or trollies will be permitted to be parked inside the Society. The prospective tenants will submit copy of valid registration and driving license along with the documents for scrutiny. Self-driven company vehicles may be permitted, provided, a valid certificate from the company is attached with the documents.
- (o) Only those members of the family declared at the time of screening, shall be permitted to stay in the hired accommodation. Any violation to this rule will lead to eviction of the tenant under the arrangements of the owner.


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- (p) Social status and family background of the applicant will also be considered by the screening committee.
- (q) No person will be permitted to hire accommodation for wards. This may be waived off in case of service personnel, posted elsewhere and children pursuing studies in NCR.
- (r) Permission to hire a flat be given only if the same is fitted with PNG supply.
- (s) The tenant shall give submit a certificate clearly stating that the residents of the flat shall not indulge in feeding pigeons in the Society and shall not block any common areas and/or fire exit with their personal effects. The RWA, in case of defaulters, besides imposing pecuniary penalty, is authorized to deny any further extension to such tenants. Recommended quantum of fines may be approved by the SGBM. (Recommend a fine of Rs 500/= for pigeon feeding for each offence, and Rs 5000/= per month for blocking of common areas/ fire exits).
- (t) The prospective tenant shall declare if he/she has any pets. Copy of vaccination record shall be part of the documents being submitted by them for examining by the Screening Committee. Undertaking shall be given in writing that the pet shall be leashed while taking for a walk and only be permitted to ease in designated areas. They shall also undertake the responsibility of clearing the poop of their pet.
- (u) No feeding of stray dogs, in areas, other than the areas designated by the Society is permitted. Pecuniary penalty of Rs 500/= will be levied for violation of rules.

11. **Internal Shifting of Tenants**. A vast number of tenants tend to shift residence within the Society for multiple reasons like increase in rentals for stay in the same flat over a prolonged time or Shifting to smaller or bigger accommodation or Maintenance problems in the present flat or owner himself shifting to the flat or sale of the flat etc. Whilst, the Society does not lay embargo on internal shifting, to curb this activity, the following rules shall apply:-

- (a) Internal shifting may be permitted if the rentals of the new accommodation are similar or more than the existing DU, if of the same size and type.
- (b) Owner, himself shifting into his property or sale of flat.
- (c) The flat to which shifting has PNG connection.
- (d) On production of a valid NOC, clearly stating that all dues have been settled.
- (e) Tenants, against whom complaints have been registered by the owner or the other residents, shall not be given permission to change residence and reside in the Society.


SECRETARY

(f) No tenant will shift to a new flat without re-appearing in front of Screening Committee. Shifting without permission will invite penal deduction or eviction or both. Fresh police verification will also be required.

(g) If any internal shifting is carried out without the information of RWA and Screening being done again, penalty of Rs 10000/= besides the applicable administrative charges will be levied.

12. **Rent Agreement.** It is a well-established fact of 'Law of The Land', that execution of the rent agreement and its subsequent renewal is a legally mandatory document to be drawn between the owner and the tenant. The RWA takes only a copy of this agreement for screening and record purposes. The deed, duly signed by both owner and the resident, must be available for screening. This may be a PDF copy sent through e-mail to facilitate screening of the tenant. The latest rules enshrined in the 'UP Tenancy Law', makes it mandatory that such rent agreement be registered with the Rent Authority. For registration of the Lease deed, it is mandatory for both parties to be present. In the interest of the owners, it is essential that either he/she be physically present for the purpose or give necessary power of attorney to someone to do it on his/her behalf. After clearance by the Screening Committee, the process of registering the 'Rent Agreement' drawn between the owner and the tenant will be completed within a period of 30 days, and copy of the registered deed along with the Registration No provided to RWA for records, failing which, the tenancy shall be considered illegal and eviction of the tenant will be sought. The cost of registration shall be borne as mutually agreed to between the owner and the tenant.

13. **Extension/Renewal of Rent Agreement.** Renewal or extension of rent agreement shall be permitted with the stipulated rent increase as given out in the 'UP Tenancy Law', only if there have been no complaints against the tenant either by the owner or other residents of the Society. NOC from the owner is mandatory to permit extension or renewal of lease deed. Procedure for registration of the Renewed Rent Agreement shall be similar to that as given above. The tenant, will be responsible for submitting the renewed Rent Agreement to the RWA within 30 days of expiry of the rent deed, failing which he/she shall have to bear a fine of Rs 500/- (Rupees five hundred only) per day, in addition to being declared as an illegal occupant in the Society for whom eviction may be sought. The date of renewal will be effective from the next date on which the previous lease period expired.

14. **Society Charges.** All Society charges will be paid under arrangement by the owner.

15. **Code and Ethics for Community Living Norms.** Code and Ethics for Community Living Norms in the Society is available on the website AWHOGVGN.COM. A copy of the same will be given to each tenant for adhering to the laid down Code and Ethics.

16. **Police Verification.** Proper police verification will be done for all tenants. The prospective tenants whether shifting in the Society for the first time or those shifting internally, shall submit copy of the online receipt of application of Police Verification. Other receipts shall not be accepted.


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17. **Occupation of Flat**. Owners will permit the tenants to move into the flat only one week after approval by the Screening Committee. This is to ensure that all documents, if requiring further scrutiny, are in place, all dues are paid, permissions in place and gate pass taken. Non-compliance will initiate eviction under arrangements of the owner.

18. **PNG Connection**. RWA shall send out intimation to all flat owners to get PNG connection installed in their flats. No flats without PNG connection shall be cleared for hiring. For existing tenants, the owners be asked to authorise the tenants to get the connection fitted in the flat.

Guidelines for Owners

19. In consonance with the byelaws and norms of the GVGN Society, the owners renting out their flats are advised to follow the following guidelines:-

- (a) Pre-screen your tenant. It is essential that no inimical elements rent your property, which may lead to subsequent problems.
- (b) Ensure that the documents required for Screening and records of the RWA are complete in all respects.
- (c) The property dealers, operating in their comfort zone, tend to misguide the prospective tenants. It is, therefore, necessary to talk to your prospective tenant and brief him/her on the Society guidelines and the documentation required.
- (d) Ensure proper online police verification of the prospective tenant has been done.
- (e) Ensure that your property is being leased out to the person who will be staying himself with his family.
- (f) Ensure that the property is not being leased for running a business.
- (g) Ensure that prior to renting out your flat, the flat is installed with a PNG connection.
- (h) Ensure briefing of the tenant that only the allotted parking is permitted to be used by him/her. Allotted parking number must necessary be mentioned in the tenancy agreement between the owner and the tenant along with a copy of the possession certificate.
- (i) Ensure that the rent agreement is properly drafted and all the essential details are included in it.
- (j) As per the UP Tenant Law, all rent deeds are required to be registered with the Authority. The same is mandatory under law and requires presence of both parties. Either be present yourself or give power of attorney to your representative to get the same done on your behalf.


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(k) Maintain regular liaison with your tenant to resolve any maintenance issues related to your flat. Do remember that it is your property and maintenance inside the flat is your responsibility. In this connection your attention is drawn to Sec 36 of UP Apartment Act 2010 as amended in 2016, which states that Quote " (1) Every owner must perform all maintenance and repair work within his own unit. (2) All the repairs of internal installations of the unit such as water, light, gas, power, sewerage, telephone, air-conditions, sanitary installation , doors, windows, lamps, and all other accessories, shall be at the expense of apartment owner concerned. (3) The owner shall re-imburse the association for any "expenditure" incurred in repairing or replacing any common area and facilities damaged due to his fault. (4) The apartment owner shall obtain police verification report of the proposed tenant from the concern police station while letting out the apartment on rent to ensure that the proposed tenant is not a criminal or troublesome. "Unqote.

(l) Inform the RWA immediately in writing, if there are any issues related to the misconduct by your tenant.

(m) Ensure that the rent agreement is renewed on time, failing which, the tenant shall be declared an illegal resident in the Society.

(n) Only renew the rent agreement, if you are satisfied with the behaviour and social conduct of the tenant.

(o) In case of misconduct by the tenant in the Society, you shall be intimated of the same by RWA and you are expected to oblige by abiding by the action initiated by the RWA.

20. **Recharge Coupons / Gate Passes, etc.** The RWA remains closed on Sundays and holidays. Hence, residents are advised to procure the recharge coupons / gate passes, etc on a working day to avoid inconvenience to them. The recharging of meters can also be done through payTM and codes generated can be entered in the meter inside the flat by the resident. The timings are as under:-

(a) Morning - 0900 Hrs to 1330 Hrs.

(b) Evening - 1415 Hrs to 1630 Hrs.

21. **Administrative Charges on Shifting.** All tenants are required to pay one time laid down administrative charges before occupying the flats. The present administrative charges are Rs 6000/-+ GST. The relations of owners are also liable to pay the administrative charges prior to occupying the flat. The administrative charges can be reasonably enhanced periodically on approval of AGM/SGBM.

22. **Forms.** All required forms are available at website 'AWHOGVGN.com under Download.


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23. **Vacation of Dwelling Units.** Tenants will be allowed to move out their belongings out of the society gate only on receipt of final clearance from the owner as well as RWA with a signed gate pass. In case the same due to some constraint is not possible then owner is to give clearance through registered e-mail message to RWA Office or call the office through registered mobile no. The vacating tenant shall clear all administrative dues and shall deposit the vehicle sticker(s), token(s) and RFID card issued at the time of occupancy to obtain clearance of RWA. The address to which the vacating tenant is moving shall be made available to RWA, which shall be maintained in the records.

24. In the event of the flat owner requiring the flat for his personal use or does not wish to extend the rent deed with existing tenant, the tenant shall vacate the flat immediately on expiry of rent deed agreement or within the period specified in the rent deed, failing which, the tenant will be considered unauthorized occupant.

25. The tenant will pay the rent up to last month i.e. till he stays. His security amount deposited with owner will be refunded on handing over of the flat. As per the new rules of tenancy promulgated by UP Govt, up to two months of security deposit may be taken by the owner.

26. **Pets (Dogs & Cats).**

- (a) Details of the pets held will be provided along with the photo graphs.
- (b) Registration fee and the advance of six month will be paid to the RWA before taking the DU on rent.
- (c) An identification token will be issued for each pet will be prominently displayed in the collar of the animal to help track the animal.
- (d) Necessary vaccination record shall be checked by the Screening Committee at the time of Screening.
- (e) Subsequent charges will be taken as per the prepaid meter.

27. **Vehicle Token & Stickers.**

- (a) Initial issue of the car Parking sticker & token will be free of cost. The number of stickers will be restricted to the number of parking space allotted to the flat being hired. In addition RFID Card(s) will be issued on payment. Use of RFID Cards will be mandatory for in gross and ex gross for the gates.
- (b) In case, the number of vehicles held by the prospective tenant exceeds the number of parking spaces allotted to the DU being taken on rent, then the same must be mentioned in his /her documents. Up to one additional open visitor parking permission may be granted on payment as under. No specific parking space will be claimed as a right.
- (c) Additional Open parking space may be provided and the payment will be deducted through the prepaid meters at the under mentioned rates:-


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(i)	Four Wheeler	-	Rs 1000/- per month
(ii)	Two Wheeler	-	Rs 200/- per month

(d) **MyGate Application.**

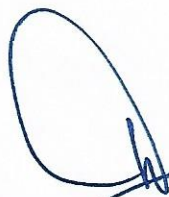
- (i) Entry Exit from the gates.
- (ii) Guest visitors of the tenant.
- (iii) Complaint management.

(e) In case of loss of Sticker or Token, lodge a police report & hand over the ink signed copy to the RWA office. A fresh sticker and token will be issued after levying the penalty and charges towards cost of the lost item.

28. **Use of Sports Facilities.** Sporting facilities may be used by the tenants after taking necessary passes on payment for specific facilities.

29. **Use of GVAI Restaurant.** The GVAI facilities are meant for the owner residents. However, the tenants may be permitted use of restaurant, after paying the applicable guest charges, to be levied per person at the reception counter.

30. **Review of SOP.** This SOP will be reviewed periodically in view of ever changing and economic dynamics / factors.



LIST OF DOCUMENTS ESSENTIAL FOR SCREENING

1. Following documents are required for screening of tenants and are to be submitted by the new applicants for tenancy:-

- (a) Application for screening of proposed tenant.
- (b) Family details duly affixed with photographs.
- (c) Copy of rent agreement.
- (d) Identification documents (Aadhar (both sides), I card, DL/Voter ID).
- (e) PAN Card.
- (f) Letter of employment from the Company.
- (g) Two latest pay slips/ bank statement showing credit of pay from employer and IT returns for the last three years.
- (h) Photocopy of vehicle RC (both four and two wheelers).
- (i) Certificate from the owner giving details of the car parking allotted with the flat.
- (j) Application requesting additional open parking on payment basis.
- (k) Copy of online police verification done along with receipt and registration No.
- (l) Pet management certificate.

Administrative Charges

2. The Administration and Lift Usage Charges for 'New Tenants' shifting in the Society will be Rs 6000/- + GST as one time charge.

3. Tenants shifting without RWA permission and Screening within the Society shall be penalized a sum of Rs 10000/= in addition to the administrative charges that were required to be paid at the time of shifting, as given above.

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TO BE PREPARED ON RS 10/= (NON JUDICIAL STMP PAPER AND NOTARIZED)

UNDERTAKING

1. I Dr/Mr/Mrs _____ S/o / D/o / Spouse of _____

Resident _____ (full address) and presently working as _____ in _____ have taken Flat No _____ on rent in AWHO Township, Gurjinder Vihar, Greater Noida. I / We hereby, undertaketo comply with the following terms and conditions:-

- (a) I/We shall not use the flat for any other purpose except residential.
- (b) I/We will not allow any commercial and unwanted activities like property dealing, running of PG hostels, offices, coaching class, tuition class and supply of food in the flat / Tiffin in / outside the Society or park any commercial vehicle in the Society.
- (c) I/We will not sublet any of the premises and no personnel other than those listed in the application form will be allowed to stay in the flat without prior permission of the Society RWA.
- (d) I / We understand that the premises being rented are for our own residential stay and not being hired for any relatives to stay in. Any violation will lead to my / our tenancy being cancelled and the occupants declared as illegal and subject to eviction by the Society.
- (e) No addition / alteration shall be made to the property by me / us.
- (f) I/ We will not park our vehicles on the road in front of the shops. I understand that such action of mine will invite clamping of my vehicle and fine by the Society.
- (g) I shall park my car only in the authorized parking, whether in my block or anywhere else in the Society.
- (h) I/We shall not use the Society roads for learning driving / riding of car / scooter.
- (i) I/We shall not permit children to drive car / ride the scooter, who are not authorized to do so.
- (j) I/We shall wear helmets while on two-wheeler.
- (k) I/We will not feed pigeons in the Society premises.
- (l) I/We shall not walk out pets without a leash and shall take them only to designated areas for easing themselves. I/ we further undertake that we shall clear the littering of our pet ourselves.


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- (m) I/We or any member of our family shall feed stray dogs only at the Society designated locations. I / We understand that violation of the same shall invite pecuniary penalties.
- (n) I/We will segregate all household waste into wet, dry and hazardous waste and dispose this in bio-degradable bags of green, blue and red colour respectively and hand over the same to the housekeeping staff.
- (o) I/We shall not litter / leave garbage bags in common area.
- (p) I/We will not use inverters / tamper with electric connections.
- (q) I/We will not litter the lobby, lifts and common areas.
- (r) I / We will not use common spaces, garages and fire exit for storing boxes, potted plants or any other personal effects.
- (s) I/ We will not hang clothes in the outer balcony.
- (t) I/We will not buy or allow an outside milk vendor without proper security pass to sell milk to me / us.
- (u) I/ We will not use newspaper / printed paper on glass windows which are visible from outside.
- (v) I/We will adhere to the traffic rules of the Society.
- (w) I/We will not employ domestic help without proper police clearance and only if she is in possession of a proper pass issued by the Society. I shall, intimate the RWA office immediately on employing such domestic help or vacating her.
- (x) I or any member of my family will not indulge in any action which causes inconvenience to fellow residents. I / We do understand that after two notices warning us of the same, the RWA is authorized to revoke the tenancy, get the flat vacated and I/ We shall have no objection to the same.
- (y) I / We shall abide by all the society norms and instructions issued from time to time.
- (z) I / We will take all measures to ensure safety of the apartment and fellow residents of the tower like putting off the LPG/ PNG while going out. In case of any action of mine/ ours affecting the safety and security of the residents, I am liable to make good the losses and be evicted from the Township by the RWA.
- (aa) In case, failure to pay the rent for two consecutive months is reported by the owner to RWA, I / We shall be liable to be evicted from the Township.
- (bb) In case any cheque issued as rent by the tenant bounces, then the said tenant is liable to be evicted by RWA from the Township besides levying Rs 1000/= as penalty.



- (cc) In case the owner directs me / us to vacate the premises at short notice / duration, I / we shall not approach RWA for any dispensation.
- (dd) On vacation of the premises, I shall deposit my vehicle sticker and token with RWA office and not leave any vehicle behind in the Township.
2. In case of any dispute arising between the owner and the tenant during the period of tenancy, President of the Board of Members of RWA or his representative will act as the arbitrator for resolution of the said dispute. Decision of the Arbitrator shall be final.
3. Further I / We accept that in case of any violation of the above terms and conditions and Bye Laws of the Society, the RWA is at liberty to cancel my / our agreement and that I / We shall vacate the premises within 48 hours.



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