

**Guidelines for TENANTS:**

1. TO obtain NOC (No Objection Certificate) from Savana SWA.
2. TO submit following with JLL/CH/SWA:
  - a) Copy of the LEASEAGREEMENT.
  - b) Duly filled & signed TENANT INFORMATION SHEET form.
  - c) Duly filled & signed UNDERTAKING by Tenant.
  - d) Police Verification certificate.
  - e) Timing for Document submission is 10:00 AM to 6:00 PM.
  - f) Shifting Charges Rs 1500 for every shifting.
2. TO be aware of Rules for Tenants by SWA; Rights & Duties as Tenant.
3. Renew and submit LEASEAGREEMENT every year.

**Guidelines for OWNERS/BROKERS:**

1. TO be responsible or assist Tenant for **police verification** of tenant.
2. TO assist tenant in filling up & submitting requisite documents to JLL/CH/SWA like Tenant Information Sheet, Lease agreement copy etc.
3. NOT to use or allow unit for any **commercial activity**.
4. TO resolve issues or nuisance created by tenants. Even ask for eviction if nuisance is repeated after warnings.
5. TO enquire well about tenant's background like profession, native place etc.
6. TO ensure any leakage inside the unit which can impact common area should be rectified before lending the property.

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**Rules for Owners/Tenants:**

1. NOC (No Objection Certificate) from SWA(Tower EM / Representative /Collegium ) is mandatory:
  - a. Moving in SAVANA
  - b. Leaving out from SAVANA
  - c. Shifting from One Unit to Another Unit within SAVANA
2. No flat, parking slot or a part thereof, can be given on lease or leave and license (L&L) agreement without prior intimation in writing to the SWA of the society, after compliance with such requirements as the SWA may require time to time; SWA reserves the right to restrict such lease or leave and license, in case of any financial pendency on flat, parking slot or a part thereof;
3. No owner is permitted to use / sublet / lease the flat premises for any **commercial activities** like Hostel/ Guest House/ PG/ Godown/ Restaurant/ Call Center etc. at any point of time;

4. **Police verification** of tenants shall be the responsibility of the Flat Owners. The verified copy of police verification and rent agreement must be deposited at SWA office by the Owner.
5. In cities, Paying Guests (PGs) are means of accommodation for Bachelors/Spinsters. Unit owners are advised to avoid Bachelors/Spinsters as tenants.
6. Owners should give prior intimation in writing about details of the tenant, date and time of shifting, so that security can facilitate the entry of their luggage/ vehicle and record it in the register. Service lifts are to be used for shifting of luggage / furniture. Any damage incurred during shifting will be recovered from the owner.
7. Owners/Tenant should compulsorily submit the "Tenant Information Sheet "To the SWA's office.
8. In case of leasing / leave and license agreement involving foreign nationals, relevant police requirements / approvals / registrations should be obtained, and copies furnished to the SWA at the time of application.
9. All lease and license agreements have to be compulsorily registered by the owner and a copy of the same has to be furnished to the SWA. All owners, their families, guests and tenants/lessees should adhere to the detailed club rules that may be applicable at any time.
10. Compliance with any other Government provisions / laws must be adhered to and the responsibility for this lies with the owners. The SWA reserves the right to meet prospective lessees before giving permission. Such permission could be denied at the discretion of the SWA.
11. Owners are requested to adequately instruct tenants / licensees, about the rules & regulations of the SWA, procedure for collecting their vehicle labels/ RFID, etc. before they shift and request them to maintain cordial relations with everyone in the SWA;
12. In case a tenant/lessee is moving out of the building, concerned Owner or his tenant should give at least 30 days' notice to the Maintenance Agency in writing;
13. Vacating tenant or the Owner should clear all dues (water, electricity, etc.), obtain a No-Dues-Certificate and collect the Gate-Pass from the Maintenance Agency office before leaving.
14. Any damage to the property of the society will be the responsibility of the owner;
15. Tenants to give undertaking as required by SWA.

### **Rights of Tenant:**

1. **Lease agreement:** More often than not, a tenant enters into a written and legally binding agreement with the landlord, making him entitled to receive a duplicate copy of the

agreement while the owner retains the original. Tenants are considered the associate member of the unit for housing society. Tenants can claim hard copy of bye-laws from the SWA after paying predefined charges, soft copy is not chargeable.

2. **Safe and habitable residence:** A tenant should be handed a residence/flat which is clean, secure and well-maintained. If the tenant carries out any repair or restoration during his tenancy, he is expected to be reimbursed by the owner.
3. **Payment receipts:** The tenant should get an acknowledgement or receipt for the deposit, rent or maintenance (if any) that he has paid.
4. **Privacy:** A landlord cannot enter the rented premises as per his whims and fancy. He has to provide a 24-hour notice to the tenant and visit during reasonable hours.
5. **Right to use facilities:** Tenants have right to use common area and facilities. Tenants can have pet subject to following of rules and regulations.
6. **SWA election and meetings:** Tenants do not have right to vote in any decision making of the association. However, they can attend the general body meetings on behalf of and with landlord's permission.

### Duties of a Tenant:

1. **SWA bye-laws:** Tenants need to abide by the bye-laws of the association just like any other resident. The rules and regulations of the society / tower are equally applicable of the tenants just like any other resident.
2. **Pay dues on time:** A tenant is required to pay his monthly rent, light and gas bill, parking charges and any other charges agreed upon in a timely manner.
3. **Maintain cleanliness:** A tenant should take good care of the residence and the society premises, ensuring no damage is caused by him within the apartment/house. If he is responsible for any breakage, such as light fixtures, water heater, etc., he should get it repaired. If something stops functioning by itself or any part of the house is damaged without him having caused it, he should get it repaired and seek reimbursement from the owner.
4. **Follow the rules:** As a conscientious member, you must obtain a copy of the society's bye-laws or at least familiarize yourself with the society's membership rules/ code of conduct so as to be in compliance with what is considered acceptable and civilized behavior in collective living.
5. **Refrain from causing nuisance:** A tenant should not cause inconvenience and create a nuisance to neighbors by behaving in a disrespectful way, throwing litter in society premises or strewing garbage outside the apartment, encroaching unentitled space, having big parties inside home, blaring music, loud arguments, drinking in common areas or inside the cars parked inside society premises, smoking in common areas, damaging the common area, lifts lobby etc. In other words, no action of the tenant should warrant a complaint from the other residents.
6. **Access to amenities:** A tenant has complete access to the society's facilities such as parks, gym, swimming pool, common areas, etc., provided the guidelines for use are duly followed. Tenant has to use AC trays in case of window AC.

7. **Guests and visitors:** Tenants have the right to invite guests, family, friends and colleagues over to their apartment. If a family member or some other person not mentioned in the agreement moves in or stays for a longer period, the tenant should inform the landlord if such a requirement was initially agreed upon by both parties.
8. **Parking rights:** The owner's parking slot is given to the tenant to park his/her vehicle. If not, the tenant still has the right to park inside the society premises on rented parking slots only. He/she is not allowed to park on the streets or any other common areas.
9. **Not to sublet:** A tenant should not abandon the apartment and go missing for long periods (unless it is discussed and approved by the owner beforehand). He is not allowed to sublet the apartment to someone else illegally as most agreement clauses do not allow this. However, if it has been mutually agreed upon between the tenant and the owner (such cases occur rarely), written permission is needed by the owner.

**P.S.:** SWA is not to intervene or discriminate on the basis of racial, religious, gender or marital status of the tenant.



Akhileshwar Dayal Sahu  
President



Rajeev Khurana  
Secretary

**UNDERTAKING BY TENANT**

**Date:**

The Secretary  
SWA  
RPS SAVANA,  
Sector-88, Faridabad

Dear Sir,

I, ....., have entered Rent agreement with Mr. ....member of (membership no. ....) SWA holding flat No. .... measuring .....sq.ft. on .....floor of the building named as .....of the society.

I undertake and confirm that:

1. We will not use flat for any commercial activities like Hostel/ Guest House/ PG/ Godown/ Restaurant/ Call Center etc.
2. We will not further sub-let the flat or part of flat.
3. We shall not indulge in any activity that becomes nuisance for neighbors.
4. We have read the rules and guidelines of the society or as issued by SWA, and would abide by same.

Yours Faithfully,

Signature

Name

Tower no & Flat no:

Mobile no:

Enclosed is:

1. Undertaking by Sub-lette / Tenant
2. Rs 1500/- Non-Refundable amount for each and every shifting in the favor of **SAVANA WELFARE ASSOCIATION** (Cheque.....dtd.....Bank.....)
3. Rent Agreement
4. Police Verification
5. Tenant Information Sheet.

6. All the T&C are applicable for EWS except shifting charges. Maintenance agency will be giving NOC for EWS units.

### TENANT INFORMATION SHEET

Details of all members:

S.No.	Name	Age	Gender	Remarks
1				
2				
3				
4				
5				
6				

Details of Pets (if any):

S. No.	Pet Details	Age	Vaccination (Date)	Remarks
1				
2				
3				
4				

Details of Vehicles (if any):

S. No.	Make / Model	2 or 4-wheeler	Remarks
1			
2			
3			
4			

Permanent Address of Tenant: .....

.....

ID Proof of Tenant: .....

(Attach valid ID proof: Aadhar Card (primarily) / PAN Card/ Voter Card/ Passport/Driving License)

Signature

Signature

Name:  
(Owner)

Name:  
(Tenant)

Tower no & Flat no:

Tower no & Flat no:

Mobile no:

Mobile no:

## **NO OBJECTION CERTIFICATE**

(From Savana Welfare Association)

This is to certify that Mr/Mrs. ....is the owner of flat number..... measuring..... Sq. ft. on .....floor of the building named as ..... of the society.

The owner is member of SWA with membership number .....

This is to certify that Mr/Mrs..... (Tenant) has entered into lease agreement with the owner and all requisite documents have been duly filled & submitted to JLL/CH/SWA.

Certified that SWA has no objection & welcomes / Farewell Mr/Mrs..... to move into /out the society.

Issued on ..... (date).

(Tower Manager / Executive Member/Collegium Member) (Maintenance Security Team)

Name:

Name:

Mobile:

Mobile:

(Signature)

(Signature)

### GATE PASS

Tenant Name: \_\_\_\_\_ Tower No. \_\_\_\_\_ Flat No. \_\_\_\_\_ is

Entering / exiting RPS Savana at Time: \_\_\_\_\_ Date: \_\_\_\_\_.

INT/SWA/014/2020

Date: 13<sup>th</sup> December 2020