

TRIPARTITE LEASE AGREEMENT

1. This agreement is executed on _____ amongst herein after called the 'First Party' _____ herein after called the 'Second Party' _____ (UID NO. _____) and the **Air Force and Naval Officers CGHS Ltd** acting through its **Secretary** herein after called 'Third Party'. The Three Parties shall include their successors in interest, legal heirs assignees etc where the same is permitted in terms of this agreement or where the same is not repugnant to the terms of this Agreement.

2. Whereas the First Party is the member of the Third Party having Membership No. _____ and the Third Party is a Cooperative Group Housing Society registered under the Delhi Cooperative Societies Act, 1972 having Registration No. 477/80.

3. AND WHEREAS, the President of India/Lt. Governor of National Capital Region of Delhi through the Delhi Development Authority has leased to the above said Society Premises to Thirds Party under a perpetual lease land bearing Plot No. 11, sector 7, Dwarka project, New Delhi-110075, for the purpose of constructing residential flats for its members.

4. AND WHEREAS, as specified by DDA in the lease agreement the Third Party has constructed residential flats for its members and each member has been allotted a flat to be used for residential purpose and that any other use of the land or flat shall be as authorities by the DDA.

5. AND WHEREAS, under the Master and Zonal plan of the use of the aforesaid land is prescribed as residential and the First Party has been allotted flat No. _____ in the Society.

6. AND WHEREAS, the First Party has entered into a separate Agreement with the Second Party whereby the First Party has agreed to abide by the terms and conditions set out in the said separate agreement and subject to which the First Party has been allowed to occupy the aforesaid flat.

7. AND WHEREAS, the Second Party has read and understood the said separate agreement executed between the First Party and the Third Party annexed as annexure to this agreement and agrees to abide by all conditions contained therein to which the First Party has agreed to, in so far as they are applicable to the Second Party as tenant for the First Party.

8. AND WHEREAS, the First Party is desirous of letting out his Flat No. _____ to the Second Party comprising of one drawing cum dining room, with two bathroom attached Three Bed rooms, one kitchen etc and has approached the Third Party for its permission which has to be accorded by the Third Party.

9. Now, therefore the Parties to this agreement WITNESS as under :-

(i) That the First Party has agreed to let out on lease flat No. _____ along with its fitting and fixture to the Second Party for a period of 11 months i.e from _____ subject to the specific condition that the First Party shall have the right to terminate the lease at any time before the expiry of such period in the event the Second Party violates any term of the lease deed or the Rules/Regulations of the Society (Third Party) in which event the Tenants (Second Party) agree to hand over possession of the premises to First Party immediately. First and second party will ensure that this agreement will be renewed on or before on payment of Rs.1000/- to the third party against receipt to be issued by the third party without any further intimation. However, the third party will automatically charged Rs.1000/- on the monthly demand notes even if the agreement is not renewed due to any reasons whatsoever.

(ii) That the Second Party undertakes to hand over the vacant possession of the aforesaid premises to the First Party on termination of the lease period or on receiving notice from the First Party for termination of the lease before completion of the said period or on the second party itself giving notice for vacation before completion of the said period.

First party

Second Party

Third Party

- (iii) That the Second Party shall pay to the First Party a monthly rent Rs._____/ - per month. And Interest Free Security Deposit Rs._____- as consideration for use and occupation of the flat as tenant of the portion of the flat rented to them which is exclusive of all charges.
- (iv) That the Second Party shall pay to the Third Party the monthly maintenance and other service / support charges as fixed by General Body or Management Committee of the Third Party during the subsistence of this lease agreement.
- (v) That the Second Party shall pay all electricity and water charges towards the consumption of the same for the flat during the period of lease.
- (vi) That the Second Party shall use the portion of the flat in question only for residential purpose and shall not sub-let the same or part possession with the same to third persons whatsoever;
- (vii) That the Second Party shall abide by all such Rules and Regulations of the Third Party as the Third Party may lay down to be reserved for its members and occupants of the flats. The Second Party shall also be bound by such rules regulation and conditions as laid down by the lessor, or Registrar of Cooperative Societies to be observed by any or all parties to this Agreement;
- (viii) That in case the Second Party fails to perform any obligation obliged upon them under this Agreement, Third Party shall be authorised to deny them the use of the common facilities. In such an event the First and Third Parties shall also have either jointly or severally the right to determine this Agreement and take action for eviction of the Second Party;
- (ix) That the entry to the complex of the Third Party is restricted to its members and apart from the Second Party and its family members or such bonafied visitors as may be authorised by the Second Party to enter the complex, the third party shall be authorised to regulate the entry of persons claiming to visit the Second Party;
- (x) That the disputes or differences between the parties to this agreement arising out of or touching upon this agreement shall be referred to sole Arbitration of an Arbitrator who shall be nominated by the Third Party. The decision of such Arbitrator shall be final and binding on all the parties. It is hereby clarified that the parties to this agreement hereby give their consent to not only the appointment of an Arbitrator but also give their consent for reference of the dispute of him/her.
- (xi) That the Third Party shall not be a party to any litigation in the matter of dispute between the First Party and Second Party and the Third Party will not have any financial liability whatsoever;
- (xii) That nothing in this agreement will prevent the First Party and Second Party in entering into a separate agreement in regards to other matters as long as it is not inconsistent with any of the provisions of this agreement;
- (xiv) That Second party will not use lift for transportation of luggage both during their arrival and departure. Only hand carried baggages are to be carried in the lifts.
- (xiii) The second party will not store boxes/packing material in the stilts/garages/basements/roof tops etc.other than within their dwelling units.
- (xiv) The second party will carry out repairs to the flat as an when required / advised by the third party. The cost of repairs may be charged to first party with mutual consultations. Under no circumstances these repairs will be delayed. In case this is not adhered to the third party will have option to enter the premises and carry out repairs.

First Party

Second Party

Third Party

- (xv) The Air Conditioners etc will be provided with a tube to connect the expelled water from the AC to ground below. This water will not be allowed to fall on the floors down below causing annoyance other occupants and damage to walls etc.
- (xvii) The second party is not permitted to keep dogs and other pets during their stay at third party premises without obtaining specific permission of the third party.
- (xviii) The second party is allowed to bring in only one personal car inside the Society premises and the car no. _____ which is registered on the name of _____. The second car no. _____ which is registered in the name of _____ will be parked outside the premises of the society under own arrangements, risk and responsibility. The parking/ security charges for parking second car are payable as fixed by Management Committee of the Third Party.
- (xix) The Second Party declares that the following members of his family will be residing with him in the premises. The second party understands that the term 'FAMILY' means self, wife, parents, son/daughter dependent unmarried sisters only :-

<u>S.NO</u>	<u>NAME</u>	<u>RELATION</u>	<u>AGE</u>	<u>MALE / FEMALE</u>
1				
2				
3				
4				
5				

- (xix) The contact details of first, second and third party are as follows:-

	First party	Second party	Third party
Contact number landline			011-45718577
Mobile no.			
Email address			afnoenclave@gmail.com

Third party will be uploading the proceedings of meetings, notices and other communications regarding the society to all members / residents on to the society website. Email also will be utilized for this purpose.

WITNESS

1.

FIRST PARTY

2.

SECOND PARTY

THIRD PARTY

The First / Second Party agree to make over the following charges third party on demand note place by the third party by due date:-

<u>SL NO.</u>	<u>PARTICULARS</u>	<u>AMOUNT</u>	<u>LIABILITY</u>
1.	Maintenance charges	Rs.2125/-	Second Party
2	Security Deposit Community Centre Membership	Rs.3000/- (refundable) to be either party on vacation of the flat.	Second party
3.	Transportation Charges	Rs.3000/- (each during moving in and moving out	Second party
4.	Admin charges for Tripartite Lease Agreement	Rs.1000/-	First party
5.	Building Maintenance / Building Replacement fund	Rs.500/- per month	First party
6.	Ground rent	As applicable from time to time to be paid to be DDA through society	First party
7.	Property Tax	Amount as applicable to be paid to MCD directly	First party (direct paid to MCD)
8.	Fixed water charges to DDA	As applicable from time to time to be paid to DJB on monthly basis through society	Second party
9.	Paid water tanker charges	As applicable to be paid to society	Second party
10.	Common area electricity charges	To be paid to society on demand note on demand	Second party
11.	Electricity energy consumed	As per meter reading	Second party
12.	Misuse of common area	As levied by society on account of wrong parking second / subsequent parking	Second party
13.	Charges towards damages to common area	As applicable	Second party
14.	Festival charges like Diwali/Holi/New Year etc, etc	As applicable	Second party

Certified we have read and understand

Party on Second Part

Date...../...../.....

Party on First Part

Date/...../.....