

AIR FORCE & NAVAL OFFICER CGHS LTD
PLOT NO.11, SECTOR-7, DWARKA, NEW DELHI-75
AGREEMENT TO BE SIGNED BY THE MEMBERS FOR CARRYING OUT
IMPROVEMENTS INSIDE THE FLAT.

NOTE FROM MANAGING COMMITTEE
TO BE READ, SIGNED AND STRICTLY FOLOWED BY OWNERS OF FLAT TAKEN UP FOR
RENOVATION / APPROVEMENTS

INTRODUCTION

1. Our society known by the name - AFNO CGHS Ltd located at Plot no.11, Sector-7, Dwarka, New Delhi—110075 bearing Registration no.477/80 was allotted plot of land be Delhi Development Authority based on “Perpetual Lease Agreement” executed between President of the Union of India through LEASE Amin Officer Delhi Development Authority (hereinafter referred to as Lessor) and the President Management Committee AFNO CGHS Ltd (hereinafter referred to as Lessee) on 01-08-1995.

2. (a) Para 12 of the Perpetual Lease Agreement reads as under:-

The lessee or an allottee, as the case may be, shall not without sanction or permission in writing of the proper municipal or other authority erect any building or make any alteration or addition to such building on the demised plot.

(b) Para 13 of the Perpetual Lease Agreement reads as under:-

The lessee or an allottee, as the case may be, shall not without the written consent of the Lessor carry on, or permit to be carried on, on any plot or in any building thereon any trade or business whatsoever or use the same or permit the same to be used for any purpose other than that of private dwelling or do or suffer to be done therein any act or thing whatsoever which in the opinion of the Lessor may be a nuisance, annoyance or disturbance to the Lessor, the Lessee, other allottees and persons living in the neighbourhood.

PROVIDED that, if the Lessee or an allottee, as the case may be, is desirous of using the plot of the building thereon for a purpose other than that of private dwelling, the Lessor may allow such change of user on such terms and condition, including payment of additional premium and addition rent, as the Lessor may in his absolute discretion determine.

(c) Para 14 of the Perpetual Lease Agreement reads as under:-

The Lessee or allottees, as the case may be, shall at all reasonable times grant access to the plot and the buildings constructed thereon to the Authority for being satisfied that the covenants and conditions herein contained have been and are being complied with.

3. All the residents are expected to strictly adhere to the instruction given in the para’s 12,13 & 14 of Perpetual Lease Agreement which are reproduced at sub-para’s 2(a), (b) and (c) above.

Countersigned by
For and on behalf of
Management Committee

Secretary
Authorized Signatory

Signature of Member /Joint Member
or his / her duly
Authorized Representative

Name of Member: _____ Membership No. _____

Present Address – FLAT NO....., AIR FORCE AND NAVAL OFFICERS CGHS LTD, PLOT NO.11, SECTOR-7, DWARKA, NEW DELHI-110075.

1. It is certify that I, _____ M.No. _____ have employed Contractor whose details are given below for making internal improvements in the Flat No. _____
Name of the Contractor: _____ Name of the Firm/agency, if any _____
Address: _____
Whether registered with the Society : Yes/No
2. The following internal improvements have been planned by me/us:
(a) _____ (b) _____
(c) _____ (d) _____
3. The directives issued by the Management Committee vide their letter No.AFNO/225 dated 30thNov. 2000 that with effect from 1st December 2000, Society shall charge the following from the contractors/members who undertake the improvement of the flat:-
 - (a) **Security Deposit** : Contractor/Members shall deposit Rs.5000/- as security for each flat where they undertake the work. On completion of the job in the flat, the deposited amount shall be returned to the contractor/member after effecting deduction of **Rs.200/-** for administrative charges.
 - (b) **Security Pass Fee**:-
 - i) Contractor : Rs.500/- (For 1 month)
 - ii) Workers : Rs.100/- (Per worker per month)
4. The Contractor/Member will abide by the directives of the Management Committee issued as per letter mentioned in Para 3 above.
5. No representatives of my or the contractor will stay in the flat on any day beyond 1800 hrs till the starting of work the next day.
6. I shall not make or permit to make any alteration in or addition to the said flat or the appurtenant thereto or in or to the common area nor erect or place or maintain or to permit to be added, erected, placed or maintained or thereon any work or thing of any kind which may be prejudicial to the soundness or safety or the property or reduce the value thereof or impair any easement or hereditaments or cut, maim or injure or excavate or suffer to be cut, maimed, injured, or excavated any basement, cellar, floor, wall, or timer thereof. I will strictly comply with “Perpetual Lease Agreement” paras 12,13 & 14 conditions. MC will be authorized to cancel the renovation permission and demolish unauthorized renovation at my cost.
7. I also give my undertaking that I will not carry out any alteration in the three balconies provided in my flat other than covering up with grill for security purpose. I also give undertaking that the external surfaces/appearance of flat will not be altered by protruding structure or cutting open the walls for the fitment of AC/Coolers. The improvement/alterations will be carried out by me only inside the flat without affecting the load bearing surfaces/structure.
8. I also give my undertaking that dispute if any arises with contractor regarding payments for risk carried out in my flat, will be resolved by me. I will solely responsible for the same and the society will not be involved in any way.

Date: _____

Signature of Member _____

CERTIFICATE BY THE CONTRACTOR

1. Certified that I, _____ have accepted the terms of the contractor for the work of _____ (Name of Member) for flat No. _____
2. I have deposited a sum of Rs.5000/-/- (Rupees Five Thousand only) as security Deposit for the work contracted for flat No. _____.
3. I have understood that I will not be allowed to work if I do not follow the directives of the Management Committee issued from time to time.
4. Date of starting the improvement work _____.
5. Probable date of completion _____

Date: _____

(Signature of the Contractor)

RECOMMENDATION/REMARKS OF THE MANAGEMENT COMMITTEE

1. Contractor Approved/Not Approved
2. Improvement work Approved/Not Approved.
3. Permission granted for the improvement work to be carried out till _____
4. No shifting of window/door frames to extend area permitted.
5. Breaking of floor not to be done.
6. Any damage/leakage reported in adjoining flats during work should be made good by contractor/member undertaking work.
7. All doors and windows are to be kept closed to avoid noise and dust.
8. No Malba/construction material will be left in Common Area without being covered. Such material if found in Common Area would be shifted at the owner's risk and the cost.
9. The work should stop at 1800 Hrs and the workers to leave the Society premises by 1830 Hrs. No work will be carried out between 1400 to 1600 hours.
10. Basic Structure like Beam/Column etc will not be disturbed.
11. No change in layout.
12. No removal of mosaic flooring.
13. No placement of marble flooring.
14. No closing of balcony.
15. No relocation of fan point.
16. Any building material/equipment brought in to the campus will require the prior sanction of MC.
17. Any contravention of bye-laws of DDA carried out during renovation of otherwise are liable to be demolished by DDA under orders of Delhi HC where a case is pending in the matter of CoC.

Signature of Member Applicant

Secretary
Authorized Signatory

Dated : _____

UNDERTAKING BY CONTRACTOR

I, _____ S/o _____
resident of _____
engaged as work contractor by _____ for works
approved by the M.C. in respect of Flat No. _____ do hereby confirm that I have understood the
briefing/instructions given by the security staff and do undertake to comply with them in general and the
following in particular:-

- a) No work will be carried out without prior written approval of the M.C.
- b) Lift will not be used by laborers under any circumstances.
- c) Work will stop between 1400 and 1600 hrs.
- d) No disturbance/annoyance will be caused to the residents.
- e) The labour will leave premises by 1800 hrs.
- f) No debris/Malba will be kept in the Common Area including Car Parking Space.

And that any violation of the above will entail a penalty of Rs.500/- per violation besides action for
blacklisting and continuous violation will be counted one violation per day.

Dated: _____

(Signature)