

**SOCIETY
MEMBER/OWNER
&
TENANT**

NAME OF THE MEMBER/OWNER

Shri/Smt./Miss _____

S/o /W/o / D/o _____

Resident of _____

Telephone No. _____

Flat No. in Maurya Apartment _____

NAME OF THE TENANT

Shri/Smt./Miss _____

S/o / W/o / D/o _____

Resident of _____

Permanent Address _____

Telephone No. _____

MAURYA APARTMENT, MAURYA CP-OPERATIVE GROUP HOUSING SOCIETY LTD., 95, I.P. EXTENSION, PATPARGANJ, BEHIND DTC, HASSANPUR BUS DEPOT, NEAR SAI CHOWK, MADHU VIHAR, DELHI - 110092.

MEMBER/OWNER

TENANT

INFORMATION IN RESPECT OF A MEMBER TO BE SUPPLIED TO THE
SOCIETY RENTING OUT THE FLAT IN A CO-OPERATIVE GROUP HOUSING
SOCIETY LTD.[MAURYA APARTMENT-MAURYA CO-OP.GROUP HOUSING
SOCIETY LTD]

1. Name of the Member/Owner _____

2. Flat No. _____

3. Name of the proposed tenant _____

4. Business/Occupation/Profession _____

of the proposed tenant., _____

5. Present place of residence of the _____

proposed tenant with full address _____

and Telephone No. _____

6. Permanent address of the Tenant _____

7. Names of members of family who shall ordinarily reside with Tenant along with photograph and ID proof

Name	Age	Profession	Relationship with Tenant
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8. Local address of the tenant in Delhi and Telephone No

9. Whether the tenancy is being created through Agreement of Lease?

A draft of the same is required

10. Period for which it is proposed to let out the flat and its effective date

11. If there charges are to be realized from the tenant, their details (the details of charges of the Society payable by the tenant)

Certified that the above details are based on the facts available with me and they are correct to the best of my knowledge and belief.

TENANT

MEMBER/OWNER

AGREEMENT

THIS AGREEMENT IS MADE THIS _____ DAY OF _____ 201 amongst

Mr. _____ S/o /W/o / D/o _____

R/o _____

hereinafter called the " MEMBER/OWNER" of the FIRST PART.

AND

Mr. _____ S/o / W/o / D/o. _____

R/o. _____

hereinafter called " THE TENANT' of the SECOND PART.

AND

Maurya Co-operative Group Housing Society Ltd., a Society registered under the Delhi Co-operative Societies Act, 1972, having its Registered Office at Maurya Apartment, 95, I.P. Extension, Patparganj, Delhi-110092, hereinafter called the " THE SOCIETY" of the THIRD PART.

WHEREAS the member/Owner is a sub lessee of the Flat No. _____ allotted by the Society to the Member/Owner and whereas the member is desirous of creating a tenancy of

the said flat on lease to the tenant on the terms and conditions mentioned in the Agreement dated _____, which will come into force with effect from _____ and ending on _____ (Date), it is hereby agreed and

Declared between the parties as follows and this Agreement witnessed as under:

1. Both the member/owner and the tenant hereby undertake that the flat shall not be used for any purpose other than residential during the currency of the Agreement. Member/owner agrees to let out the flat on rent only in case his arrears towards the Society is cleared.

That the tenant shall furnish the details of members of his/her family who shall ordinarily reside with the tenant and the member/owner shall sign such declaration in token of its correctness.

2. The tenant hereby confirms and undertakes that he has read and understood the Terms and conditions of the perpetual lease between the Society and the DDA and

Undertakes to always comply with the terms and conditions of the aforesaid lease deed.

3. The tenant hereby confirms that he/she has read and understood the bye laws of the Society which are enforced at the time of signing of this agreement and remain in force as long as the tenant is in possession of the flat and the tenant undertakes to observe and confirm to the said bye-laws at all times.
4. The Member and tenant confirm that the Rent/Lease Agreement between tenant and member shall not be renewed without the prior written consent of the Society. The tenant further confirms that the tenant shall have no right to transfer or subject any of the possession of the rented/leased property.
5. That the tenant agrees that all decisions taken by the Managing Committee of the Society for the administration of affairs in relation to the flats and property shall be binding on the tenant as it binds the member.
6. That the tenant agrees that he shall not exempt himself from liabilities of his contribution towards the common expenses/maintenance/insurance coverage taken up by the Society of the use and of the enjoyment of common areas and facilities. In case the tenant makes default, the member undertakes to pay all such charges and expenses promptly and regularly as and when notified and demanded by the Society without any demur. The member further undertakes if the tenant defaults in such payments the said liabilities shall be discharged by the member on being notified of such default.
7. That the tenant shall not make nor the member/owner shall permit to make any alterations to the said flat hereto or in the common areas of the Society.
8. That the tenant shall not part with the possession of the said flat or any portion thereof either as a sub-lessee or in any manner whatsoever to any person either with or without the consent of the member except to restore the possession back to the member on will, on the expiry/termination of the lease agreement between the parties.
That the member/owner and tenant shall not allow any person other than the persons ordinarily residing with him/her in the flat except the occasional guests.
9. Both the tenant and the member agree that they shall intimate the Society the date on which the tenant is moving in or moving out of the said flat and such movement into the flat taken on rent shall take place after approval of the Society.
The Member/tenant agrees that the truck carrying the belongings/luggage of the tenant shall not be brought inside the Society for occupying the flat or vacating it, after 05:30 P.M. till 11 A.M. Further, the truck will not be brought to the Society on Sundays/holidays.

10. Subject to this Agreement, the member and the tenant have entered into an agreement for renting out the said flat on lease for such consideration on such terms as they may agree. The member and the tenant undertake to ensure that no such term or condition shall be agreed upon which will be contrary to the Agreement or bye-laws, rules and regulations of the Society.
11. The tenant hereby confirm and agrees that in the event the member loses his/her right to the flat by virtue of violation or cancellation of the Agreements of license and the Society or the mortgagee become entitled to the possession of the said flat then this lease agreement shall cease and terminate forthwith and the tenant undertakes to handover vacant peaceful possession of the said flat to the Society or the mortgagee as the case may be.
12. The Society will have an authority to examine by entering in the flat for ascertaining and satisfying that no additions, alterations is done in the flat by the member or the tenant or no person other than the family members reside in flat. The Society can direct the member or tenant for repair/maintenance of the flat in his possession.
13. Neither the owner nor the tenant shall store in his/her flat any material which is combustible, obnoxious or any other material for which sanction of the competent authority under the law is necessary.
14. Neither owner nor tenant shall act/do any thing in the flat which causes inconvenience /nuisance/annoyance to the other member/tenant.
15. That both the member/tenant hereby agrees that the Society shall be competent authority to take action on complaints or suo moto action for violation of the conditions/directives/bye-laws, regulations of the Society in the terms and conditions of this Agreement.
16. That the Member/owner shall be finally responsible for all the dues of the Society against him/her or tenant.
17. That the member/owner/tenant undertakes to pay maintenance and other charges, electricity, water, intercom etc. regularly by 5th of every month in advance. Failing to do so subsequently for 3 months in a row will attract penal action like disconnection of electricity, water, intercom and other facilities provided by the Society. The habitual defaulter tenant will face eviction notice through the member of the Society who has let his flat on tenancy.
18. That the tenant shall be allowed to park only one vehicle inside the complex looking to the complicity of the car parking problems and space constraints.

19. That the tenant agrees to pay shifting charges as decided from time to time the managing committee.

20. This Agreement will come into force with effect from the date first written above and will remain in force for one year ending on _____ or on the expiry of Rent Agreement executed by the flat owner and tenant as mentioned in page 1 of this Agreement, whichever is earlier. Irrespective of the expiry date of Rent Agreement if continuation of the tenant in the Flat is not in the interest of the Society or the payment of the dues of Society in respect of the flat including statutory payment is not paid upto date, the Society reserves right to ask the flat owner to get the flat vacated and the flat owner and tenant will be liable for vacation of the flat.

21. The Society discourage for Pet inside the society.

IN WITNESS WHEREOF THE PARTIES hereto set their hands on the date month and the year above mentioned.

MEMBER/OWNER

TENANT

Signed, sealed and delivered in the presence of witness 1.
with address.

2.