

**TRIPARTITE LEASE AGREEMENT**

(The **agreement** should be printed on a **Stamp paper** of minimum **value** of Rs.200/-)

This Agreement is executed at Gurgaon on ----- of -----.

**BETWEEN**

Owners Name and Address-----  
-----  
-----

(hereinafter called the first party)

**AND**

Tenant Name & Address -----

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----- (herein called the Second Party)

**AND**

Uptown Condominium Owners Welfare Association Sector-66, Gurgaon  
(Haryana)/UCOWA (hereinafter called the Third Party) through its office bearers.

Whereas the First Party is a member of the UCOWA. Having Membership No. ---

--(if any) and whereas the Third Party is Housing Society, Registered under the Haryana.

And whereas the First Party and the Third Party have entered into a separate agreement whereby the first party has agreed to abide by the rules and regulations set out in the said agreement (BBA, Conveyance Deed, DOA, Bye Laws and Rules Book) and subject to which the Second Party has been allowed to occupy Flat No. -----, Tower---- in Uptown, Sector-66, Gurgaon.

And whereas the Second Party understood the said separate agreement between the first party and the third party and agreed to abide all the covenants contained herein to which the first party had agreed to covenants in so far as they are applicable to the second party as the tenant of the first party.

And whereas the first party is a desirous of letting out the Flat No. -----

-----to the Second Party and has approached the Third party for permission to do so which permission on has been accorded by the Third Party.

**NOW TEHREFORE THE PARTIES TO THIS AGREEMENT WITNESSES AS UNDER:**

That the first party shall pay the third party as maintenance charges a sum of Rs. -----(Tentative) or such increased amount as may be decided by the third party before due date.

That the Second party shall use flat only for residential purpose and shall not sublet the premises in whole or in part thereof to any other party whomsoever.

That the Second party shall abide all such rules and regulations of the third party may lay down to be observed by its members and occupation of the flats. The Second party shall also be bound by such rules regulations and conditions as laid down by the Lessor of registrar of the group housing societies to be observed by any or all parties to this agreement.

That in case the Second Party fails to perform all obligations to be discharged by him under this agreement the third party shall be authorized to deny him the use of the common facilities. In such an event the first and third party shall also have either jointly or separately the rights to determine this agreement and take action for the eviction of the second party.

That the entry to the complex of the third party is restricted to its members and apart from second party and his family members of such other bonafide visitors as may be authorized by the second party to enter the complex. The

third party shall be authorized to regulate the entry of the persons claiming to visit the Second Party.

That the dispute of differences between the parties to this agreement arising out of his agreement shall be referred to the sole 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 his parties to this agreement hereby give their consent to not only appointment of any arbitrator but also give their consent to not for references of the dispute to him.

That the third party shall not be party to any litigation in the matter of dispute between the first party and the second party and the third party will not have any financial liability whatsoever. **This Agreement is valid from -----**

**- to -----.**

## **FIRST PARTY**

### **Witnesses**

**1. SECOND PARTY**

**2. THIRD PARTY**