

This INDENTURE is made on this day of between AGRA
DEVELOPMENT AUTHORITY, JAIPUR HOUSE, AGRA through its.....
(hereinafter called the lessor) of the one part and shri/smt./km.
..... S/o/W/o/D/o Caste
Resident of
(hereinafter called the lessee) of the other part.

Where the PART I has constructed of its own acquired land RESIDENTIAL APPARTMENTS
in A.D.A. Heights comprising STUDIO, DELUXE, SUPER DLX-1, SUPER DLX-II, ULTRA
DELUXE AND PENTA HOUSE FLATS situated in Taj Nagri Phase - II, Fatehabad Road, Agra.

AND WHEREAS the PART I has agreed to lease out
Flat No..... on Floor super area
measuring Sq. meter situated in A.D.A. HEIGHTS, TAJ NAGARI, PHASE-II,
Agra for a period of 90 years to PART II subject to rights and restrictions, covenants and stipulations,
terms and conditions hereinafter expressed, mentioned in application Form of A.D.A. HEIGHTS
and registration Booklet of A.D.A. HEIGHTS.

AND WHEREAS the said flat shall be used only for residential purposes and any activity
leading to pollution, transmission of diseases or foul smells is totally restricted. In case of violation
of this, AGRA DEVELOPMENT AUTHORITY, AGRA is fully competent and shall have full right
to cancel the Allotment of the Flat.

AND WHEREAS the PART II has fully and physically inspected the Flat before taking its
possession as agreed between the parties hereto and that the PART II shall not question the
specification and the workmanship or material and the facilities of the Flat.

AND WHEREAS under the lease cum sale scheme the PART II is willing to purchase the
said Flat No. of Type
on Floor.....

(2)

AND WHEREAS the allottee shall have to comply with the rules and regulations provided under the Appartment Act and will also abide by the directions issued in this regard by the Govt. time to time.

AND WHEREAS the PART II will bind himself/herself to be governed by the provisions of Uttar Pradesh Ownership of Flats Act of 1975 (U.P. Act No. 1950 of 1975) or / and amendments thereof which may be made from time to time by the State Government or by any other enactment framed by the Government from time to time.

AND WHEREAS the said Flat will be allotted on the basis of lease for a period of 90 years.

AND WHEREAS the Allottee pay all taxes or fees imposed by State Govt., Nagar Nigam Agra, Agra Development Authority, Agra or any statutory body / authority. In this regard the allottee shall also pay the taxes which are being paid by Agra Development Authority, Agra on behalf of the allottee. In case the Allottee does not make such payment, the authority shall have the right to recover the same as land revenue for which the allottee shall bear recovery charges separately.

AND WHEREAS Agra Development Authority Agra shall preserve/maintain the scheme till basic amenities (Road, Sewerage, Park, Water Supply, Drainage, Street Light, Power Supply etc.) of the Scheme are transferred to Nagar Nigam Agra / Jal Snsthan Agra/UPPCL(Torrento). The Allottee shall have to pay the maintenance charges to the Authority prevalent at the relevant time.

AND WHEREAS the maintenance of common services pf Appartment shall be done by the Authority till the proper formation of the Society of the Allottees, for such period the allottee shall pay the maintenance charges prevelant at the relevant time. On proper formation of the Society, the Appartment will be handed over to the Society for their maintenance. It will be essential and compulsory for the Allottees to become the member of the Society and to pay the maintenance charges as fixed by the Society.

NOW THIS DEED WITNESSESH and the parties hereto hereby mutually agree as follows :-

1. That in consideration of the premium amounting to Rs. (Rupees) having been paid by the PART-II to the PART-I and in consideration of the rent hereinafter reserved and of the covenants on the part of the PART-II hereinafter contained and performed the PART-I hereby demises to PART-II Flat No. on Floor Type super area measuring Sq.meter in A.D.A. HEIGHT Scheme situated at TAJ NAGARI, PHASE-II, FATEHABAD ROAD, AGRA, which is more particularly described in SCHEDULE - A hereto and with the boundaries hereto to hold the said Flat for the term of 90 years from day of RENDERING THEREFORE in consideration of entire 90 year lease rent amount to Rs. (Rs. only) has been paid by the lessee to the lessor (receipt when of the lessor have by acknowledges).
2. That the PART-II shall peacefully surrender and yield the said Flat on the expiration of the term of this lease or upon determination of the lease by PART-I who thereafter may either take the Flat upon a valuation or allow the PART-II to remove it within one calendar month from the date of receipt of the notice sent by PART-I.
3. That the PART-I has put the PART-II in possession of the said Flat and the PART-II hereby acknowledges delivery of possession to him/her of the said Flat.
4. That it has been specifically agreed between the parties that the PART-II shall not question the amount of sale consideration on the ground of any defective specification, workmanship or material in the Flat.

(4)

5. that the PART-II has now become the absolute owner of the Flat put in the land apartment to the said building and beneath it has only the lessee's right as mentioned in the preceeding portion of these presents. The PART-I guarantees good title to the PART-II in respect of the said Flat and assures the PART-II quite and peaceful enjoyment of the same subject to the terms and conditions mentioned in the presents.
6. That in order to secure the payment of any outstanding amount for the demised Flat, the PART-II has agreed that all his lessee rights in the Flat hereby demised shall remain hypothecated and mortgaged in favor of the PART-I and the PART-II agrees that the PART-II lease rights shall remain hypothecated and mortgaged with the PART-I till final payment of the Flat.
7. That in case of any dispute regarding the meaning and interpretation of the stipulations, covenants, provisions, restrictions, terms and conditions of the lease the matter shall be referred to the arbitrator/arbitrators by Vice-Chairman of Agra Development Authority Agra for adjudication of the dispute under the provisions contained in Arbitration & Conciliation Act, 1996.
8. That in case of violation or non-do servance of the stipulations, covenants, restrictions, provisions, terms and conditions mentioned in the lease deed and the Registration Booklet, Vice-Chairman of Agra Development Authority Agra or any officer authorised by him shall be empowered to terminate the lease as per provisions of the law.
9. That all the costs and expenses incidental to the execution and registration of this lease shall be born by the PART-II.
10. That PART-I and PART-II both shall follow the statutory provisions which are enforced at the relevant time to the premises in question.

(5)

11. That the above said covenants have been reached between the PART-I and PART-II by mutual and free consent and they have put their hands on these indentures in the presence of witnesses.

WITNESSES :

1.

LESSOR PART-I

2.

LESSEE PART-II

SCHEDULE - A

Flat No. of type
on floor measuring Sq.M. In residential
Appartments of A.D.A. Height Scheme situated at Taj Nagari, Phase - II, Fatehabad Road, Agra
bounded as under :

East :

West :

North:

South: