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Storekeeper  
Ghaziabad Development Authority  
GHAZIABAD



**Lease of Land and Sale of Super Structure  
Belonging to the Ghaziabad Development  
Authority Residential/Multi Storey Building.**

THIS INDENTURE MADE THIS.....

Day of .....in the year 20.....

between the Ghaziabad Development Authority (here in after called  
the Authority which expression shall unless The context does not so  
admit include its successors and assignees) of the first part and  
Shri/Smt. ....

S/o./W/o. ....

Res. ....

(here in after called the Second Party which expression shall, unless  
the context does not so admit, includes his/her heirs, executors,  
administrators and permitted assignees) of the other part providing as  
hereunder.

WHEREAS THE Authority is also owner and in possession of  
the PLOT OF LAND here in after described in schedule A to these  
presents.

AND WHEREAS the Authority is also owner of a pucca Multi  
Storey building constructed on the aforesaid land which building is  
..... storeyed and consists of  
.....tenements its/flats.

(A) AND WHEREAS the Authority has agreed to demise the  
said plot of land proportionately and to sell the flat No. ....on.....

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GHAZIABAD

Floor of the aforesaid Plot described in schedule C to these present and forming part of building described in schedule B to these present to the second party subject to the rights and restrictions, exception, reservations, conditions and the several covenants and stipulations here in after expressed.

AND WHEREAS the area in which the said plot is situated is intended to be used for residential purpose only and the said restriction and covenants are intended to preserve the residential character of the said area for the benefit of other lands therein now held by the Authority or transferred by it subject to similar restrictions and covenants.

AND WHEREAS the second party has bound himself/herself to abide by the Rules now made or which may be made from time to time by the First Party or State Government in respect of housing Scheme and which shall be deemed to form part of this deed.

AND WHEREAS the Second Party has also bound himself/herself to be governed by the provisions of the Uttar Pradesh Ownership of Flats Act. (U.P. Act No. 50 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 Govt. from time to time.

AND WHEREAS under the lease-cum sale scheme the Second party is willing to purchase the said building on the said plot by the Authority.

AND WHEREAS the Second Party has further agreed that in order to secure due and regular payment of the aforesaid rent the building on the said plot of land/flat if and when the Second Party becomes the owner thereof shall remain hypothecated to the Authority.

AND WHEREAS the Second Party has inspected the building and it has specifically been agreed between the parties hereto that the Second Party shall not question the workmanship or Material of the said building or the amount of rent payable by him/her.

NOW THIS DEED WITNESSES and parties here to here by mutually agree as follow.

A- That in consideration of the premium amounting to Rs. .... (Rupees. .... only) having

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21-4-2020  
Secretary  
Ghaziabad Development Authority  
G-14/1/2020



been paid by the Second Party to the Authority (receipt where of the Authority hereby acknowledges) and in consideration of the rent herein after reserved or the covenants of the part of the building of the second party here in after contained and to be performed the Authority hereby demises to the Second Party ALL THAT proportionate area of plot of land with all its advantages and disabilities latent otherwise bearing No. .... Situated in ..... scheme of Ghaziabad Development Authority containing by measurement..... Sq. meters which said proportionate plot of land is more particularly described in the Schedule A here to and with the boundaries thereof the HOLD the said premises to the Second Party for the term of 90 years from the ..... the day of .....20..... except and always reserving to the Authority.

(a) A right to lay watermins drains, sewers or electric wires in or overe the demised premises if deemed necessary by the Authority in development the area.

(b) Full right in and title to all mines and minerals in and under the demised premises in part thereof.

The Second Party has also paid to the Authority a sum of Rs. .... (in words ..... only) on account of one time lease rent for the whole term of lease for 90 years, receipt where of is hereby acknowledged by the First Party.

AND ALSO will pay and discharge all rates, charges and assessment of every description which are now or may at any time here after be assessed charged or imposed upon the said premises or the building erected or to be erected there on the land or the tenant inrespect there of AND ALSO that the Second Party shall not without the previous consent in writing of Vice Chairman of the Authority erect or suffer to be erected of any part of the said demised land or flat any other building other than what is now in existence of the said land or flat and will not without such consent as aforesaid make any addition or alteration in the plan or elevation of the said building or make any sub-division of the said demised (building) premises so as to convert the same into two or more tenement. AND ALSO will at all time repaier support and keep in good and substantial condition the flat both external

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21.4.2020

and internal and also the boundary and otherwalls, sewers, drains, rails, gates fences and fixtures of or connected with the same AND will permit the Authority and its agents during the said term from time to time and at all reasonable time or the day to enter into and upon and view the condition of the building and to give notice in writing to the Second Party of any defect or want of repairs there found or leave the same upon the premises which defects or want of repair he/she the Second Party will within three calendar months after such notice repair and amend accordingly. The floor of the flats of the First floor, Second and third floor and subsequent floors shall be maintained by the lessee while the roof of the lower flat shall be maintained of the said Flat. The Second Party shall not create any nuisance for the residents of any tenements in the building. The flats on the ground floor shall not be damaged by the owner in any manner so as to jeopardize or damage the upper story flat.

AND ALSO that the second party shall not do or omit to do any act in respect of the land and the flat covered by these presents where such act or omission is likely to affect prejudicially the value of the said land or the flat PROVIDED, that the opinion of the Vice-Chairman of the First Party whether any act or omission of the Second Party has or is likely to affect the property prejudicially or cause depreciation of its value shall be conclusive and binding on the Second Party AND ALSO that if the Second Party makes any improvement to the Flat or the land or any addition the said flat building along with such improvement shall be hypothecated in favour of the Authority AND ALSO the Second party shall not at any time carry on or permit to be carried on or upon the demised land or in the flat any trade, manufacturing process or businesses what so ever or use the same for any purpose other than a private dwelling house without the consent in writing of the authority having been obtained AND ALSO that the Second Party/Second Parties shall not transfer his/her their lessee rights in the land or his/her rights in the land or his/her rights in the flat for the full term of 90 years or any part thereof without the previous consent in writing of the Authority and until has paid off all the arrears of any dues here by reserve for the said plot of land with interest due thereon. If the Second Party or his/her assignee, transferee make an assignment or transfers then such assignee or transferee shall in addition to the Second Party be also liable for all Payments to be made and outstanding against the Second

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*[Signature]*  
Signature

Ghaziabad Development Authority  
(GAZ/2020)



Party at the time or such assignment or transfer and all covenants to be performed in pursuance of these presents AND ALSO that the Second Party his/her assignee or transfer a will not transfer the plot and or flat thereon in part or piecemeal or parcel out of the land and nor transfer the same to different person by making plots or otherwise.

Provided that the first party shall not be bound to grant permission for sale, transfer mortgage or to alienate or charge with in any manner and shall be exclusive desertion of the first party subject to such rules and conditions as may be enforced and imposed from time to times or as may be deemed proper and necessary in opinion of the first party in the circumstances of such proposal advanced by the second party.

The second Party shall peaceably surrender and yield the said demised land/building at the expiration or sooner determination of the term of this lease to the authority who may either take the flat upon a valuation or allow the second party to remove it and shall so often as the said land be or any part thereof shall be assignment of death or by operation of law or otherwise howsoever comes assigned, inherited or transferred during the pendency of the term here by granted shall give with in one month from the date of such assignment inference or transfer to the Authority setting forth there in the names and description of parties to every such assignment or transfer the parties and effects thereof together with every such assignment and every probate of a will or letter of administration, degree, order, certificate or other documents effecting or evidencing such assignment, inheritance or transfer as aforesaid accompanying the said notice shall remain for 7 days at the office of the Authority and it is hereby stipulated that failure to carry out this condition will entail a penalty of Rs. 50/- to be paid by the Second Party to the Authority.

Provided always and it is expressly stipulated that if and when ever the said rent proportionate to the land or any part thereof shall be in arrears and unpaid for the space of six calendar months whether the same shall have been lawfully demanded or not if there shall be breach or non observance of any covenants by the second party herein contained then and in any such case the authority notwithstanding the waiver of any previous cause or right of reentry may forfeit the lease of the land and reenter into and upon the said premises including the flat located thereon or any part thereof in the name of the whole and expel the second party and all occupiers of the same there from and this

21-11-2020  
 Secretary  
 Ghaziabad Development Authority  
 GDA/ (GDA)

demise shall absolutely determine and the second party shall forfeit all rights to remove any constructions or recover any compensation for the flat standing of the said premises PROVIDED FURTHER that the Second Party during the said term shall pay all rates, taxes and other charges, if any now payable or hereafter to become payable in respect to the demised premises.

B. That in consideration of Rs.....  
(Rupees..... only)  
paid by the Second Party to the Authority receipt whereof is hereby transfers to the Second Party absolutely by way of sale all that flat/tenement standing of the aforesaid land which flat has been constructed by the Authority. The Authority has put the Second Party in possession of said flat and Second Party here by acknowledges delivery of possession to him/her of the said flat/building.

It has been specifically agreed between the parties that the Second Party shall not question the amount of sale consideration on the ground of any defective workmanship or defective material in the building or flat.

The Second Party has now become the absolute owner of the flat but in the land appurtenant to the said building and land if he has only the lessee's rights as mentioned in the preceding portions of these presents. The Authority hereby guarantees good title to the Second Party in respect of the said flat and assures to the Second Party quiet and peaceful enjoyment of the same subject to the items and conditions mentioned in these presents.

(B) That in order to secure the repayment of the rent for the demised land the Second Party has agreed that all his lessee rights in the land hereby demised and his proprietary rights in flat hereby purchased shall remain hypothecated and mortgaged for the payment of yearly rent or others dues if any, and they are hereby hypothecated and mortgaged by the Second Party in favour of the Authority and Second Party agrees with the first party that the said Second Party's rights and his proprietary rights shall remain hypothecated and mortgaged with the Authority till final payment of all dues if any payable by the Second Party to the Authority and the amounts due as aforesaid shall constitute the first charge thereon.

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Storekeeper 21-4-2020  
Ghaziabad Development Authority  
GHAZIABAD



- 7
1. The owner shall adopt the membership of the Society, constituted by the residents of the colony under the scheme and abide by the rules and regulations thereof.
  2. The owner shall have the rights of use of the common portions and common services alongwith other co-owners of the building subject to constitution of the agency of which he is a constituent member.
  3. The owner shall acquire the lease hold rights of the land jointly with the co-owners and the Agency of which he is a constituent member in pursuance of the lease deed executed between the Authority, owners and the Agency.

Each of the constituted society shall maintain and keep his flat (outside or inside) and joint walls, roofs, ceiling in good repair and in proper, sanitary conditions.

The lessee shall and maintain good repair of all drains, water pipes, electric lines and connections and sanitary and sewage and permit allow the same to be maintained and used for the purpose thereof respectively.

It is also agreed that in case of breach of any of the conditions mentioned at any place in these presents the Authority shall have the option to recover all the dues which may then be outstanding in respect of the land by sale of the mortgaged property.

It is further agreed between the parties to these presents that the Second Party shall be bound to execute any supplimentary deed at the direction of the first party in event if it is subsequently felt, expedient and desirable to subserve the purpose of there presents or to describe the specify more clearly the rights and obligation of the parties to these present. Failure to comply such direction by the Second Party with in one month from such notice with in such time as may be specified in the notice itself shall amount to breach of these presents and shall follow the consequences as contained in last proviso party A of these presents.

Provided always that the Second Party shall always remain personally liable for all the payments to be made byhim under these

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(A) In the event of any dispute between the residents, owners of different tenents of the buildings, the aforesaid tenants is a part whereof, or in the event of any difference with regard to the meaning interpretation of any clause or writing of these presents or with regard to the rights and obligations interest, the first party, second party and the residents/ owner of the other tenments of the building, the aforesaid flat is part whereof the same shall be referred to the Vice Chairman of the First Party for arbitration and his decision shall be final and conclusive and binding on the parties to these presents.

(B) Any notice requiring to be serve under these presents shall be deemed to have been sufficiently served on the Second Party if it is left on the demised premises or at the flat there on and signed by the Sachiv of the Authority and a notification of any decision of the Development Authority under the hand of the Sachiv of the Development Authority shall be sufficient evidence of such descision.

(C) All cost and expenses incidental to the execution and registration of this deed shall be payable by the Second Party.

In Witness whereof.....  
acting on behalf of the Authority and Shri .....  
have signed this deed hereunder on the dates respectively mentioned  
against their respective signature in the presence of the witnesses  
named below.

## (A) SCHEDULE

A plot of Land bearing Development Authority Flat No. ....  
in ..... Development Scheme measuring  
covered area ..... Sq. mtrs. Situated  
at ..... Police Station Ghaziabad and  
bounded as follows :

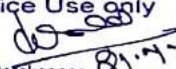
North :

South :

East :

West :

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## (B) SCHEDULE

Building No. ....of ..... Development  
scheme existing the said plot No. .... being two/  
three storeyed high consisting of ..... Flats.

## (C) SCHEDULE

Flat No. ....Measuring covered area .....Sq.  
Mtrs. and consisting of ..... As per plan  
attached.

The Second Party shall have the exclusive right of user  
of residential .....

**Witness :**

**Signed by :**

1.

1. For and on behalf of the  
**Ghaziabad Development Authority**

2.

2. ....

Second Party

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