TRIPARTITE AGREEMENT UNDER PRADHAN MANTRI SHAHRI **AWAS YOJNA**

Ward

Consideration amount : Rs.

Stamp Paid : Rs.

V-code :

SUMMARY OF DEED

1.	Type of Land	:	Residential
2.	Ward/Pargana	:	
3.	Mohalla/Village	<u> </u>	Sharda Nagar Extension
	1.0		Kanpur Road/Basant Kun
	38.		Scheme Sector-N, Hardoi Road
4.	Details of Property	:	Flat no
5.	Unit of Measurement in	:	Sq. meter
6.	Carpet area of demised Flat	:	24.68/24.75 sq. meter
7.	Super area of demised Flat	;	36.65 sq. meter
8.	Proportionate share of	;	sq. meter
	Un-divided land		
9.	Type of Property	:	Residential Flat
10.	Total area of Property	:	sq. meter
	(in case of multistoried building)	•
11.	Total covered area	:	sq. meter
12	Status -Finished/Semi Finished	:	Finished

BOUNDARIES of the Demised Flat No. :....

On Top	:	***************************************
At Bottom	:	
Adjoining	ŧ	
Number of First	Par	ty (1)
Details of the Se	eller	100:
LUCKNOW D	EVE	LOPMENT AUTHORITY, through Prabhari Adhikari
Sampatti, Vip	in Kl	nand, Gomti Nagar, Lucknow.
Number of Secon	nd Pa	arty ()
Details of the All	otte	e
1. Name		
Father/Husbar	nd	
Address		
PAN No		
Occupation		
2. Name : Km./Sr	nt	
Father/Husband	t	
Address		
PAN No		
Occupation		
Number of Third Pa	rty((1)
Details of Third Par	ty	
Name of Financing	Inst	itution/Bank:

Address:	
Represented through :	

TRIPARTITE AGREEMENT TO SELL THE APARTMENT WITH POSSESSION

AUTHORITY a body Corporate constituted U/s. 4 of the U.P. Urban Planning & Development Act, 1973, having its head office at Pradhikaran Bhawan, Vipin Khand, Gomti Nagar, Lucknow, represented through its Prabhari Adhikari Sampatti (hereinafter referred to as the "Lucknow Development Authority/FIRST PARTY", which expression unless repugnant to the context shall always mean and include the First Party/L.D.A. itself, its executors, administrators, legal representatives and assigns) on the ONE PART.

AND

(1)	Sri/Sm	nt		8	aged about	years,
	Son	of/Daughte	r of/Wife	of		
- 20						resident
	of					****
(2)	Sri/Sn	nt		a	ged about	years,
(-)	wife	of/Son	of/Daughter	of		

resident of
(hereinafter referred to as "ALLOTTEE/ SECOND PARTY" which expression unless repugnant to the context shall always mean and include the allottee him/her/themselves, his/her/their heirs,
successors, legal representatives and assigns) on the SECOND
PART.
AND
NAME OF FINANCING INSTITUTION/BANK:
(hereinafter referred to as "FINANCING INSTITUTION/THRID
PARTY ", which expression unless repugnant to the context shall always mean and include the Financing Institution/Bank itself, its executors, administrators, legal representatives and assigns) on the THIRD PART.

WHEREAS under the scheme launched by the Prime Minister of India in June/2015 for providing the pakka residential accommodation to all economically weaker sections (for those having no pakka residential accommodation of their own), as such under the aforesaid scheme launched by the Hon'ble Prime Minister, the Lucknow Development Authority has developed the flats in Sharda Nagar Extension, Kanpur Road and Basant Kunj Scheme, Sector-N, Hardoi Road, Lucknow. And invited the application for registration in the aforesaid scheme from 30/07/2020 to 25/09/2020.

AND WHEREAS, the aforesaid flats to be constructed in Sharda Nagar Extension Scheme, Kanpur Road, Lucknow are duly registered from RERA bearing registration no. UPRERAPRJ215548. And the Basant Kunj Scheme, Sector-N, Hardoi Road, Lucknow Pocket-A whereof is duly registered as UPRERAPRJ684702, Pocket-B is duly registered as UPRERAPRJ859546, Pocket-C I duly registered as UPRERAPRJ706401and Pocket-D is duly registered as UPRERAPRJ440627.

AND WHEREAS the cost of the allotted house is fixed Rs. 6,51,000/out of which a sum of Rs. 1,50,000/- will be contributed from the Central
Government and a sum of Rs. 1,00,000/- will be contributed by the State
Government. In this manner a sum of Rs. 4,01,000/- is payable by the
allottee/second Party.

AND WHEREAS a sum of Rs. 45,000/- is payable within one month from the date of allotment letter and rest amount of the said flat is payable in 6 (Six) equal quarterly installments and if the payment of installment is delayed from due date then 11% simple interest shall be payable upon the said amount.

at its own end and with a view to make regular payment of installment has opted loan from the financing institution who has joined as Third Party in the present agreement and after making the formalities as required, the allottee has requested to deliver the possession of the allotted house hence the necessity for execution of the present deed.

HENCE THIS AGREEMENT ENTERED BETWEEN THE PARTIES WITNESSES AS UNDER

- That residential house under affordable housing scheme for economically weaker sections in urban area under the scheme launched by the Hon'ble Prime Minister of India on concessional rates has been allotted to the second party, details of which have been specifically mentioned in schedule of property given at the foot of this deed and shown in the annexed map plan which forms part of this Deed.
- That cost of the allotted house is fixed Rs. 6,51,000/- out of which the contribution of the Central Government is Rs. 1,50,000/- and contribution of the State Government is Rs. 1,00,000/- and in such

manner the cost of the allotted house charged from the allottee is Rs. 4,01,000/- only.

- 3. That out of the aforesaid amount, a sum of Rs. 45,000/- is payable within one month from the date of allotment and rest payment is payable in 6 (Six) quarterly equal installments with 11% simple interest. The payment payable by the allottee to the first party is morefully explained in schedule of payment given at the foot of this deed.
- 4. That the cost of the house has been paid by the allottee by pledging the allotted house to the bank/financial institution, which is arrayed as third party in the present deed, as such the allottee shall be responsible to make regular payment of installments to the third party.
 - That after receiving the cost of the allotted residential unit, the physical possession of the same has been delivered to the allottee.
 - That the allottee has declared that he is the citizen of India and is the domicile of the urban area of Lucknow city.
 - 7. That the allottee has declared that there is no other pakka residential house in India in his name or in the name of his family, which includes his wife and unmarried children.
 - That the allottee belongs to economically weaker section and his maximum income is not exceeding Rs. 3 Lac per annum including his family.

- That the electricity connection shall have to be taken by the allottee at his own expenses.
- 10. That the allottee shall use the aforesaid allotted house for residential purposes only. Any other use of the said house shall be strictly prohibited.
- 11. That if the allottee at any time after the allotment of the house wants to surrender his allotted house and if he has not violated any terms and conditions, then after deduction of 20% from registration amount and GST charges, rest amount can be refunded without interest.
- 12. That in case of default in making regular payment of installments, the seller shall have right to cancel the allotment or to impose penal interest against the allottee.
- 13. That if at any time it is found that the facts/details provided by the allotee are false or he has concealed any important fact, then in such circumstances the Vice Chairman, Lucknow Development Authority shall have right to cancel the allotment/conveyance deed and to forfeit the deposited amount. Any other proceedings as may be deemed fit and proper may also be initiated by LDA as against the said allottee.
- 14. That the construction of the houses is proposed to be completed in two years but upon completion of development work, the possession of the houses can be delivered in accordance with the government orders issued in this regard.

- 15. That under the Prime Minister Awas Yojna, the houses allotted to the allottee after delivery of possession and agreement even after full payment, the allottee shall have no right to transfer the said house to anybody in any manner for a period of 5 years, as provided vide G.O. no. 3188/aath/1/13/80vividh/2010 datd 05/12/2013. But if the allottee has obtained loan from any bank or financial institution to purchase the said house after pledging the same, in such circumstances the said restriction shall not be applicable if the bank/financial institution may have to recover the loan amount after auction/sale of property due to default in payment of installments by the allottee to the third party. It is provided that if the third party may take such steps to auction the property for recovery of debted amount by sale of the house in question, in such circumstances out of the amount obtained from the auction sale, the government shall have first lien to realize its subsidy given in respect of the property in question and secondly the bank/financial institution shall recover its dues payable by the allottee and after that rest amount if any shall be returned to the Lucknow development authority.
 - 16. That from the date of possession for a period of 5 years, the allotted house/unit shall be utilized by the allottee himself for residential purposes only and after the said period of 5 years, the lease deed in respect of undivided proportionate share of land shall be executed.
 - 17. That if the allottee fails to use the aforesaid allotted residential unit for his own use then the allotment of the said unit shall be cancelled and vest into the Lucknow Development Authority. In such circumstances the allottee shall not be entitled to get refund of any amount.

- 18. That till the handing over of the services of the said scheme to the local body, the maintenance of the same shall be done by the developer/Lucknow Development Authority. The Lucknow Development Authority shall do the needful for the maintenance of common areas and services in accordance with the relevant provisions as contained in UP Apartments Act, 2010.
- 19. That 1% value of the house shall be reserved for maintenance purposes and 1% amount of the cost of the house shall be made for corpus fund for big and contingency maintenance purposes. Both the said amount shall be contributed by the beneficiary/allottee of the house, which shall be in addition to the cost of the house.
- 20. That after completion of the house from the date of first possession for a period of 5 years, the maintenance shall be done by the developer. And upon the constitution of RWA, the maintenance of common areas and community services shall be transferred alongwith rest available maintenance fund and corpus fund amount to the residents welfare association.
- 21. That the tax and charges imposed in respect of residential unit by Nagar Nigam or any Government Agency shall be payable by the allottee.
- 22. That the government order issued from time to time and all the terms and conditions, rules and regulations of the Lucknow Development Authority alongwith its additional, alteration and amendment shall be fully applicable.

- 23. That the allottee shall use the demised property for residential purposes only, and the same shall not be used for any trade, business and commercial purposes, in violation to the residential land use.
- 24. That since the demised property is located within Residential Apartment, as such the provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 shall be fully applicable and the rights and duties of the owners/occupiers of the flats, including the demised property shall always be governed under the aforesaid Act.
- 25. That since the demised property is a Residential Apartment, as such each flat allottee shall possess the rights pertaining to his/her own flat, coupled with the duties and obligations to be performed by the apartment owners, as contained in the U.P. Act No. 16 of 2010.
- 26. That the purchaser shall have right to use the common areas and facilities like other occupiers/owners of the flats, but nobody shall have any individual right to make separation of the same. And likewise any obstruction, nuisance, any construction either temporary or permanent nature in the common areas, including staircase and lobby etc., shall be strictly prohibited. In case of violation of the same, the penalty shall be imposed against wrong doer in accordance with discretion of the Vice Chairman, L.D.A. or any other Authority which may be declared as Competent Authority under the rules framed under the law.

- 27. That all dispute pertaining to rights, title and interest including the obligation and duties or any other thing except criminal arising out of or in connection with the present deed, between the Seller and Purchaser shall always be decided by way of arbitration by referring the disputes to the Arbitrator, appointed by the vice chairman Lucknow Development Authority. And the decision given by such Arbitrator shall be final and binding upon both the parties.
- 28. That in any case, it is further clarified that all disputes shall be subject to jurisdiction of the courts situated within the territory of District Lucknow, Uttar Pradesh only.
- 29. That the allottee shall have legal right to get his/her name mutated in respect of the demised property/flat apartment, in the records maintained by the Local Authority or in the records of any Government Agency, where-so-ever the allottee may deem fit and proper to do so as the case may be which shall be confined upto the extent of payment of taxes only and by way of such mutation the title of flat shall not be passed upon the second party.
- 30. That the allottee shall neither do, nor cause to be done any such destruction, construction or any other thing, which may cause damage to the roof and floor of the demised flat. Fifty Percent depth of the periphery walls shall belong to the concerned flat holder. But the flat holder shall have no right to cause destruction to the said walls.

- 31. That the necessary work relating to maintenance, repair and modification or relocation of the common areas and facilities and the making of any addition or improvements thereto, shall be carried out only in accordance with the provisions of the U.P. Act No. 16 of 2010 rules and bye-laws.
 - 32. That each apartment owner shall comply strictly with the bye-laws and with the covenants, conditions and restrictions set forth in the Deed of Apartment and failure to comply with any of them shall be a ground for action to recover sums due for damages or for injunctive relief, or both, by the Manager or Board on behalf of the Association of Apartment Owners or in a proper case, by an aggrieved apartment owner.
 - 33. That no apartment allottee shall do any such work, which would be prejudicial to the soundness or safety of the property or reduce the value thereof or impair and easement or <u>beriditament</u> or shall aid any material structure or excavate any additional basement or cellar or alter the external façade of the apartment.
 - 34. That the common areas and facilities shall not be transferred and remain always undivided and no apartment allottee or any other person shall bring any action for partition or division of any part thereof, and any covenant to the contrary shall be void.
 - 35. That each apartment allottee may use the common areas and facilities in accordance with the purposes for which they are intended, without hindering or encroaching upon the lawful rights of the other

apartment owners. And he shall have no right to cause obstruction of any kind upon the common areas. If the allottee violates then the obstruction so caused shall be removed and allottee shall also be liable for fine and any penalty imposed by the Competent Authority.

- 36. That all expenses pertaining to execution and registration of this deed like payment of stamp duty and other miscellaneous and incidental charges thereto shall be borne by the Allottee
- 37. That the terms and conditions of the registration booklet shall be fully applicable.
- 38. That the land in respect of the allotted unit under affordable housing in partnership for economically weaker sections has been provided free of cost, for which a separate lease deed shall be executed after completion of 5 years from the date of the present agreement.

SCHEDULE OF PROPERTY

In SHARDA NAGAR, KANPUR ROAD/BASANT KUNJ SCHEME SECTOR-N, HARDOIN ROAD, POCKET-A/POCKET-B/POCKET-C/POCKET-D Residential Apartment for economically weaker sections of urban areas

under Pradhan Mantri Shahri Awas Yojna, lucknow bearing Flat no. ———————————————————————————————————
BOUNDARIES OF THE DEMISED FLAT: On Top :
IN WITNESS WHEREOF, Sri, as Prabhari Adhikari (Sampatti), Lucknow Development Authority, Lucknow for and on behalf of the Seller/LDA and & Smt./Km. as authorized
signatory for and on behalf of third party, all the parties have appended their hands to these presents in presence of the witnesses on the day, month and year mentioned below. Lucknow Dated: For and on behalf of the

1.	Signature	
	Name	Seller/L.D.A.
	Father's Name	S
	Address	
	•••••	1.
2.	Signature	
	Name	2.
	Father's Name	۷.
	Address	ALLOTTEE/SECOND PARTY
	·····	
		PAN No
	그의 원호 환경	
	8.5. 12	

3. FOR AND ON BEHALF OF THIRD PARTY

Prepared By :-

Drafted By :-

Dealing Clerk

(Anoop Kumar Asthana) Advocate

Chief Retainer L.D.A. Mob. No.: 9839570979

LEASE DEED

Consideration amount: Rs.

: Rs.

Ward

V-code

Stamp Paid

			SUMMA	RY C	F DEED				
1.	Type of Lan	d		:	Residentia	al			
2.	Ward/Parga	na		:				•••	
3.	Mohalla/Vill	age		:	Sharda Kanpur Scheme S	Nagar Road/Bas ector-N, H	ant	Kun	
4.	Details of P	roper	ty	:	Flat no				
5.	Unit of Mea	surer	nent in	:	Sq. meter				
6.	Carpet area of demised Flat				24.68/24.	75 sq. met	er		
7.	Super area of demised Flat				36.65 sq. meter				
8.	Proportionate share of			;	sq. meter				
9.	Un-divided Type of Pro			:	Residentia				
10.	Total area o	f Pro	perty	:		sq. me	ter		
	(in case of r	nultis	storied buildin	ıg)					
11.	Total covere			:		sq. me	ter		
BOL	JNDARIES (of the	e Demised F	lat N	o. :				
	On Top	:							
	At Bottom	:							
	Adjoining	•							

Number of First Party (1)

Details of the LESSOR

LUCKNOW DEVELOPMENT AUTHORITY, through Prabhari Adhikari Sampatti, Vipin Khand, Gomti Nagar, Lucknow.

···u	inder of Second Party ()
	tails of the LESSEE
1.	Name
	Father/Husband
	Address
	PAN No
	Occupation
2.	Name : Km./Smt
	Father/Husband
	Address
	PAN No.
	Occupation

LEASE DEED

THIS LEASE DEED entered between LUCKNOW DEVELOPMENT AUTHORITY a body Corporate constituted U/s. 4 of the U.P. Urban Planning & Development Act, 1973, having its head office at Pradhikaran Bhawan, Vipin Khand, Gomti Nagar, Lucknow, represented through its Prabhari Adhikari Sampatti (hereinafter referred to as the "Lucknow"

Development Authority/FIRST PARTY/LESSOR", which expression unless repugnant to the context shall always mean and include the First Party/L.D.A. itself, its executors, administrators, legal representatives and assigns) on the **ONE PART.**

			AN	D			
(1)	Sri/Smi	t	• • • • • • • • • • • • • • • • • • • •		aged ab	out	years
	Son	of/Daughter	of/Wife	of			
	•••••						resident
		•••••••••		•••••			
(2)	Sri/Sm	t	•••••		aged abo	out	years,
	wife	of/Son	of/Daughter	of			
		•••••					
	residen	t of					
	(herein	after referre	ed to as "LES	SEE/A	LLOTTE	SECOND	PARTY"
	which	expression u	ınless repugna	ant to t	he contex	ct shall alw	ays mean
	and in	clude the	allottee him/	her/the	mselves,	his/her/th	eir heirs,
	succes	sors, legal	representativ	es and	assigns) on the	SECOND

WHEREAS under the scheme launched by the Prime Minister of India in June/2015 for providing the pakka residential accommodation to all economically weaker sections (for those having no pakka residential accommodation of their own), as such under the aforesaid scheme launched by the Hon'ble Prime Minister, the Lucknow Development Authority has developed the flats in Sharda Nagar Extension, Kanpur

PART.

Road and Basant Kunj Scheme, Sector-N, Hardoi Road, Lucknow. And invited the application for registration in the aforesaid scheme from 30/07/2020 to 25/09/2020.

AND WHEREAS, the aforesaid flats are constructed in Sharda Nagar Extension Scheme, Kanpur Road, Lucknow are duly registered from RERA bearing registration no. UPRERAPRJ215548. And the Basant Kunj Scheme, Sector-N, Hardoi Road, Lucknow Pocket-A whereof is duly registered as UPRERAPRJ684702, Pocket-B is duly registered as UPRERAPRJ859546, Pocket-C I duly registered as UPRERAPRJ706401and Pocket-D is duly registered as UPRERAPRJ440627.

AND	WH	EREAS	the	second	party	moved	the	app	licatio	n for
allotment	of a h	ouse by	dep	ositing re	gistrati	on amou	nt of	Rs.	5,000/	- vide
challan	no.					, d	eposi	ted	in	bank
					On					

Government. In this manner a sum of Rs. 4,01,000/- is payable by the allottee/second Party.

AND WHEREAS upon payment of required amount, the agreement to sell the allotted flat was entered upon and physical possession of the same was also delivered to the allottee of the house and since thereafter 5 years period has passed and the allottee has been residing in the aforesaid allotted flat, and has not violated any terms and conditions of the agreement and further he has also paid off the loan amount to the bank/financial institution and has also obtained the No Due Certificate from the said bank and now the second party has become qualified for getting the lease deed executed in his favour in respect of the undivided proportionate share of land vested into the aforesaid allotted flat of the second party, for which the second party has moved the application praying execution of lease deed. Hence the necessity for execution of the present deed.

HENCE THIS LEASE DEED WITNESSES AS UNDER

 That residential house under affordable housing scheme for economically weaker sections in urban area under the scheme launched by the Hon'ble Prime Minister of India on concessional rates has been allotted to the second party, details of which have been specifically mentioned in schedule of property given at the foot of this deed and shown in the annexed map plan which forms part of this Deed.

- That cost of the allotted house is fixed Rs. 6,51,000/- out of which the contribution of the Central Government is Rs. 1,50,000/- and contribution of the State Government is Rs. 1,00,000/- and in such manner the cost of the allotted house charged from the allottee is Rs. 4,01,000/- only.
- 4. That the second party is under continous use, occupation and possession and enjoyment of his allotted flat for residential purposes for the last 5 years. He has also declared that he has not violated any terms and conditions of the agreement and as such he has become eligible for getting the lease deed in respect of the undivided proportionate share of land vested into the property, the flat allotted to the second party.
- 5. That since the aforesaid scheme has been launched by the Prime Minister to provide pakka residential accommodation in urban areas to economically weaker section on concessional rates under affordable housing scheme, for which the central government and the state government has also contributed the subsidy amount and the land has been provided as free of cost, as such on payment of notional amount of Rs. 1/- per annum the lease of land of undivided proportionate share of land pertaining to allotted flat of the second

party has been granted by the lessor for a period of 30 years in favour of the lessee from the date of the allotment of the flat.

- 6. That if the lessee successfully continues to be in possession of property and using the same for residential purposes then after expiry of 30 years period the lease of land shall be renewed further for a period of 30 years and thereafter upon successful completion of first renewal of 30 years, a further second renewal of 30 years will also be made.
- 7. That in this manner the total lease period shall not exceed 90 years. And in case after expiry of the aforesaid period any fresh lease is not granted on fresh terms and conditions, in such circumstances the lessee shall have to yield the possession to the lessor.
- That the terms and conditions of the allotment as well as of the tripartite agreement entered upon between the parties shall be fully complied with.
- 9. That in case of violation of any terms and conditions, the lessor shall have right to terminate the lease by giving 30 days notice in writing and upon failure of furnishing proper and satisfactory explanation, the order of termination of lease will be passed by the lessor.
- That as such upon expiry of lease period or sooner determination thereof, the lessee will have to yield the possession to the lessor.
- 11. That rules, regulations of the lessor and the government orders issued in this regard from time to time shall equally be applicable.

- 12. That all expenses pertaining to execution and registration of this deed like payment of stamp duty and other miscellaneous and incidental charges thereto shall be borne by the Lessee.

SCHEDULE OF PROPERTY

Undivid	ed proportionate shar	re of land veste	ed into the flat	t allotted to
the lessee i	n SHARDA NAGAR,	KANPUR ROAD)/BASANT KUI	N) SCHEME
SECTOR-N,	HARDOIN ROAD, PO	CKET-A/POCKE	T-B/POCKET-C	/POCKET-D
Residential .	Apartment for econo	mically weaker	sections of u	urban areas
under Pradi	nan Mantri Shahri A	Awas Yojna, lu	icknow bearin	ng Flat no.
	, on		_Floor, bearin	ng built-up
area 24.68	sq. meters and supe	er area whereo	f is 36.65sq.	meter, the
undivided	proportionate share	of land ves	ited thereto	comes to
	. sq. mtrs Boundarie	s of which Flat	are mentioned	below:

On Top :

	At Bottom	:		
	Adjoining	•		
۸۵۱	IN WITNES	5 S W	HEREOF,	, Sri, as Prabhari Development Authority, Lucknow for and on
behalf of the Lessor/LDA and _				a Sinc./Kin.
				as Lessee in person, both the parties
on Luc	the day, mon know	their th an	hands to d year me	these presents in presence of the witnesses entioned below.
	ed:			For and on behalf of the
Witnesses :-				
1.	Signature			Lessor/L.D.A.
	Name Father's Name			
				,
	Address			
				1.
2.	Signature			
	Name			2.
	Father's Name Address			
				Lessee/SECOND PARTY
				PAN No
Prepared By :-				Drafted By :-

Dealing Clerk

(Anoop Kumar Asthana)

Advocate Chief Retainer L.D.A.

Mob. No. : 9839570979