



## AGREEMENT TO LEASE

Between the Firozabad-Shikohabad Development Authority, a body created under the provision of the U.P. Urban Planning and Development Act, 1973, hereinafter called the Authority (which expression shall unless the context does not so admit include its successors and assigns to \_\_\_\_\_

through its Vice-Chairman/Secretary of the one part and Sri. \_\_\_\_\_ S/o \_\_\_\_\_ Resident of \_\_\_\_\_ hereinafter called the Second Party (which expression shall unless he context does not so admit include his/her heirs successors, executors, administrators and permitted assigns) of the other part, this deed of Agreement to sale provides as hereunder :-

WHEREAS the Authority aforementioned has constructed building on land belonging to it under its scheme for the Low Income Group at \_\_\_\_\_

AND WHEREAS the Authority wants to transfer the said houses to the persons to whom they have been allotted by the Authority vide allotment order no \_\_\_\_\_ . The possession letter has been given to the allottee vide letter no. \_\_\_\_\_.

AND WHEREAS the Authority has decided to transfer by way of lease the land underneath the said building (without the superstructure standing thereon) to the second party on the terms and conditions hereinafter provided.

NOW, therefore, this agreement to lease the said land excluding the building thereon to the second party witness as follows, it being clearly understood that this deed has no thing to do with the building standing on the said land.

1. The Authority is the owner of the land as also the building standing which are described hereinafter and for the sake of further clarity the land is shown in the scale plan forming party of this deed.
2. The Second Party undertakes to pay to the First Party in the installments given hereunder the full amount of premium for taking from the Authority the said plot land on a lease for a total period of 90 years calculated from the date of execution of this agreement.
3. Total Premium Cost of flat is Rs. \_\_\_\_\_
4. The Cost of Stamp is calculated according to circle rate.
5. The aforesaid amount of Rs \_\_\_\_\_ consideration shall be paid by the Second Party to the Authority in lump-sum or in Monthly installments in all. A sum of Rs \_\_\_\_\_ have been already paid to the Authority is hereby acknowledged and the further installments including interest due thereon shall be paid by the second party on or before the dates stated against them and the first installment is due from \_\_\_\_\_. If any installment is not paid on the due date, the interest @ 10% will be charged from the date it fell due till the date of payment.
6. The amount aforementioned shall be paid by the Second Party to the first party regularly without fail at the office of the Authority at Raja Ka Taal Tiraha, NH-2, Firozabad and it will not be necessary for the Authority to make any demand for the same.
7. In case the total amount of premium as stated above is regularly paid by the second party to the Authority will no payment of the full amount executed in favour of the Second Party a deed of lease of the land in question in order to created a demises there in favor of the Second Party for the Period of 90 Years commencing from the date of execution of the agreement.

8. The Second Party has also paid a sum of Rs \_\_\_\_\_ being 10% of the premium of land towards one time lease rent for full terms of lease for 90 years, the receipt where of is here by acknowledged by the Authority.
9. The Sale deed in question shall be executed in the form prescribed by the Authority and the Draft therefore in force at the time when the same is to be executed in favor of the second party after all payments as stated above have been made by him/her will be acceptable as stated above have been made by him/her will be acceptable to the Second Party.
10. The building in question is situated on Flat no \_\_\_\_\_ block No \_\_\_\_\_ of scheme \_\_\_\_\_ at Firozabad having by measurements \_\_\_\_\_ sq.mts. of land bounded as below:-  
On the North by \_\_\_\_\_  
On the South by \_\_\_\_\_  
On the East by \_\_\_\_\_  
On the West by \_\_\_\_\_

It is further agreed that the Authority will remain the full owner of the plot till such actual demise of the property of way of lease for the period stated above is made in favor of the Second Party by executing the lease deed of the same.

11. The second party will have full right to lay water mains, drains, sewer or electric wires under or above the demised premises and would also have right and title to all mines and minerals in and under the land in question or any party there of.
12. It is further understood between the parties that his deed creates in the building standing on the land in question in favor of the second party and create only a contractual obligation where under on performance in full of the conditions of this agreement the second party would be entitled to obtain from the Authority a deed of lease to demise the land in favor of the second party on the terms and conditions stated in this deed.
13. It is also a condition of this agreement that the entire amount of taxes or rates or any other duty whatever imposed by the government or any other authority or local body in respect of the land or the building standing here on shall be paid by the Second Party and the Authority will not be liable to pay the same from the date of the allotment there of to the date of occupation of the same by the second party.
14. On execution of this agreement and its registration before the Sub-Registrar at Firozabad the Authority shall deliver possession of the building and the second party will thereafter be entitled to make a reasonable use of the same.
15. The second party will be liable to keep the building in tidy conditions and will keep it neat and clean and will not occasion or causes any nuisance of any kind thereon.
16. The second party will be entitled to uses the property in question only for residential purpose and will be entitled to uses it for any other purposes whatsoever.
17. The Second party will be not be entitled to make any additions or alteration in the building in question and will keep it in the condition in which it is given to it till the execution of the deed or sale in its favor as here in above mentioned.

18. In case any damage is caused to the building on account of natural calamity or violence of any mob or army or any other calamity beyond human control, the loss shall be borne by the Second Party and the Authority will in no case be liable for the same.
19. The Second Party has satisfied itself about the condition and the quality of the building and the material used to constructing the same and it will have no right to all to make any complaint or grievance in respect of the same after execution of this agreement.
20. In case Second Party commits a breach of the terms and conditions to this agreement, it would be open to Authority to take appropriate action for eviction of the second party compensation for use and occupation of the property at Rs Standard rent as per applicable time to time per month for the whole duration of its occupation there of.
21. It is further made clear between the parties that the second party will pay to the Authority on demand by it any further amount that may on final calculation of costs of the building put up therein may be demanded by the Authority form the Second Party and the Vice-Chairman of the Authority would be the sole judge of the Second Party on such final calculation of the cost there of and the Second Party will not be entitled to question the decision of the authority or of its Vice-Chairman in respect thereof.
22. It is also a condition of this deed that the Second Party will perform all the terms and conditions of this agreement and executed a separate deed of lease between the parties for demise of the land in question and unless the same are faithfully and truly performed and discharged by the Second Party, The Second Party will not be entitled to obtain a deed of sale of the building in question as contemplated in this deed.
23. That the costs of execution of this deeds aforesaid as also of this deed shall be born by the Second Party.
24. It is further made clear that in case it is found that the allotment has been obtained by concealment of fact or by misrepresentation the Authority will have a right to cancel the allotment and rescind this agreement.
25. That after the full and final payment of the building and the lease of land, the second party shall, without fail get executed and sale deed in his favor within 3 months, failing which it shall be open for the Authority to cancel the allotment and rescind this agreement.
26. It is further clearly agreed that the terms and conditions of allotment as communicated by the Authority to the Second Party in connection with the allotment of the flat, shall always form part of the agreement and shall be binding on the Second Party.

In witness the parties named above have signed this agreement to lease on ..... at Firozabad.

**Firozabad-Shikohabad Development Authority**

**Witness No. 1**

**Witness No. 2**