

डॉ. राजा राम यादव

एम.ए., एलएल.बी., पीएच.डी.  
न्यायाधीश (से०नि०)

1/51, रश्मि खण्ड, शारदा नगर, लखनऊ  
फोन: 0522-2446820, मो.: 9415189789

Lko, 31.1.2021

Consent Letter

I retired from H.J.S. in the Month of Aug 2006 and again appointed as Chairman D.C.F. Pilibhit U.P. for 5 years. In between, retirement benefits were procured by the concerning departments and in all about Rs. 43 Lakh were paid to me on different dates. Out of the said total proceeds, the amt. of Rs 3,15,000/- and Rs. - 10,62,400/- Total Rs. 13,77,400/- were given to Sri Mahendra Singh (my elder son) on demand and total Amt. of Rs. 13,50,000/- was given to Sri Devendra Singh Advocate who is my younger son. The Amt. left with me about 14,00,000/- was invested by me in purchasing the N.S.C's in joint names of myself and my wife Smt. Rama Yadav.

The amt. so paid as stated above by me to my both sons are not returnable to me. This consent letter is issued to Sri Mahendra Singh for his need as desired.

Lko, 31.1.2021

R. R. Yadav  
(RAJA RAM YADAV)  
Judge - Retd.

White Bell - 1104 प्रचुवन कायदा

5.



Ann-5

Rs 25000

25000

पञ्चास हजार रुपये

तहसील बार एसोसिएशन रजि.  
C.No.  
S.R. 23693

गानियाबाद

TREASURY OFFICE  
GHAZIABAD

09 JAN 2019

उत्तर प्रदेश UTTAR PRADESH  
Chief Treasury Officer

Lease  
AKIPY 23079 @yadav

स्टांप  
275000/-



ATTESTED

PRAMOD KUMAR  
Advocate S  
23, Navjag Mal 2213

@yadav

23

भारत गणराज्य INDIA NON JUDICIAL  
भारत

₹  
25000

पचास हजार रुपये

Rs.  
25000

TWENTY FIVE THOUSAND RUPEES

TREASURY

INDIA

उत्तर प्रदेश UTTAR PRADESH

Chief Executive Officer

Land

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भारत

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पच्चीस हजार रुपये

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TREASURY  
09.08.2019  
उत्तर प्रदेश UTTAR PRADESH  
Chief Treasury Officer

INDIA

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भारत

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पच्चीस हजार रुपये

Rs.  
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TWENTY FIVE THOUSAND RUPEES



13 JAN 2019

उत्तर प्रदेश UTTAR PRADESH

Chief Treasurer Officer

of

Calcutta

2019

भारतीय गैर न्यायिक INDIA NON JUDICIAL

रु.  
25000  
पच्चीस हजार रुपये



Rs.  
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उत्तर प्रदेश UTTAR PRADESH

sale

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- @yastav

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TREASURY OFFICE

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उत्तर प्रदेश UTTAR PRADESH

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Rs.

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TREASURY OFFICE

INDIA

उत्त प्रदेश UTTAR PRADESH

Belonging

Calcutta

70/1

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उत्तर प्रदेश UTTAR PRADESH

to

- *Caladar*

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Rs. 5000

FIVE THOUSAND RUPEES

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उत्तर प्रदेश UTTAR PRADESH

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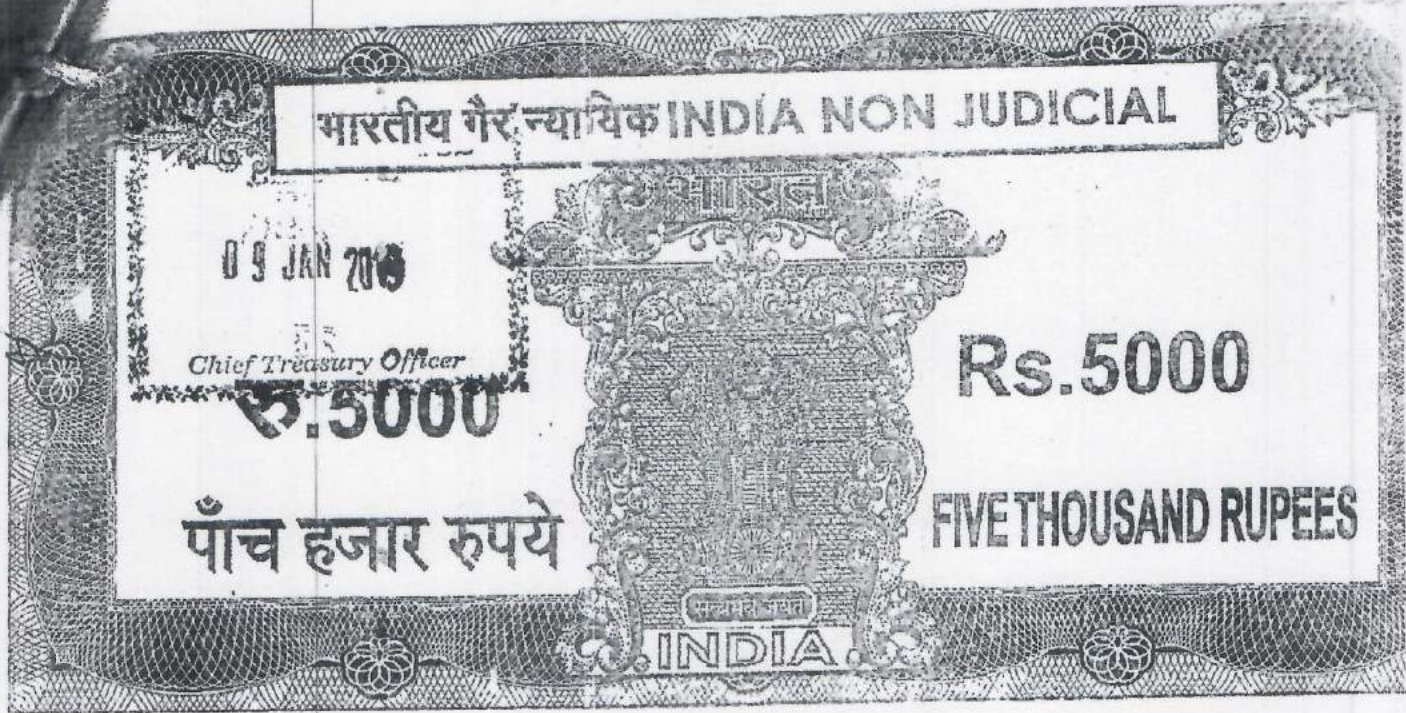


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*अधिकाधिक*

*- Gayadao*

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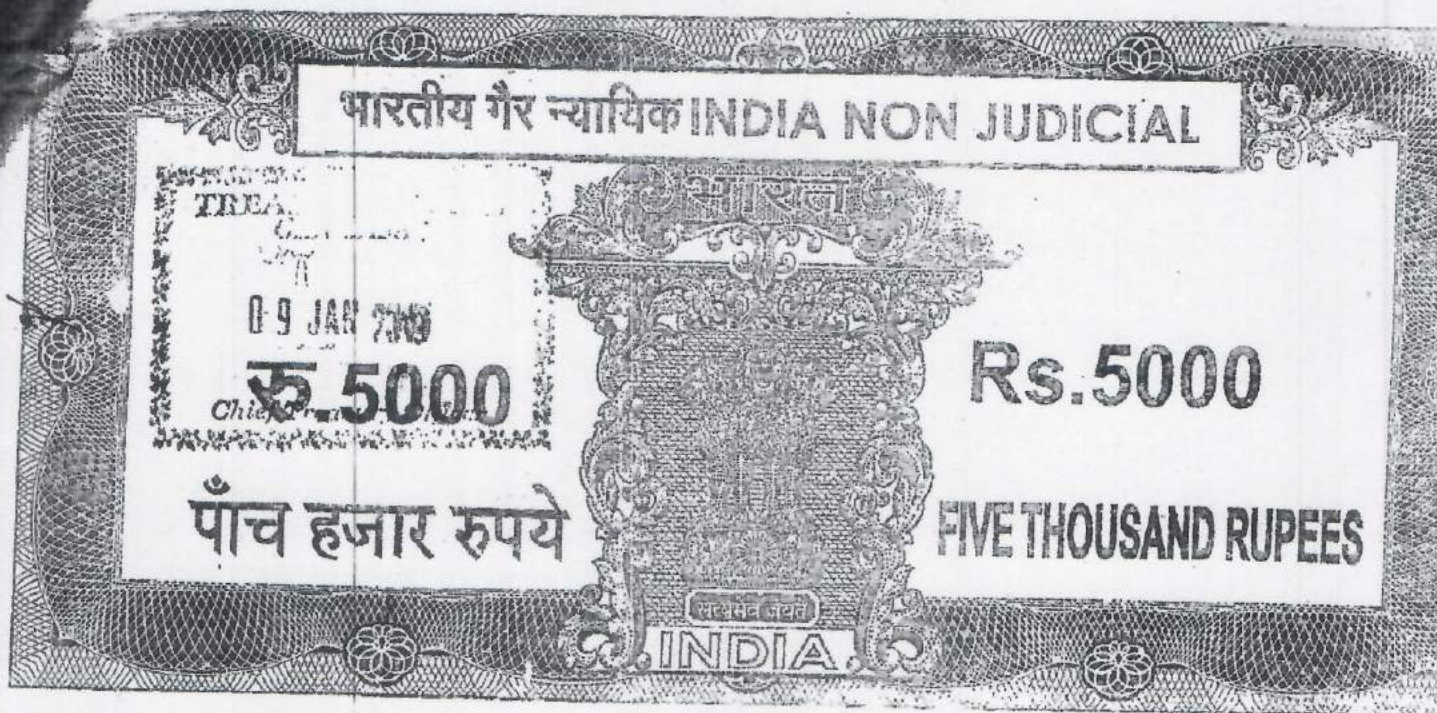


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Development

*Allyadau*

*72*

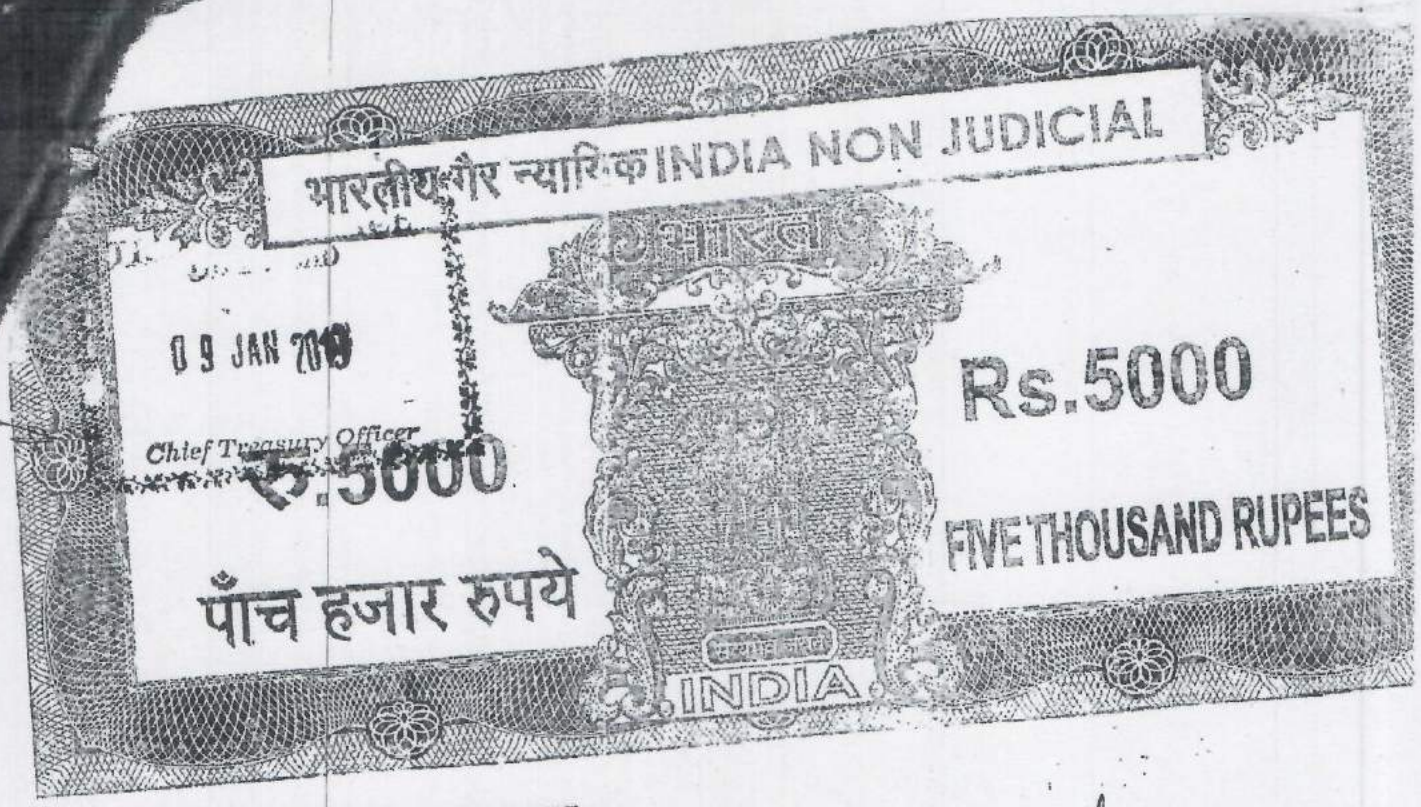


उत्तर प्रदेश UTTAR PRADESH

Authority

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*RS*  
11/11



उत्तर प्रदेश UTTAR PRADESH

*Residential*

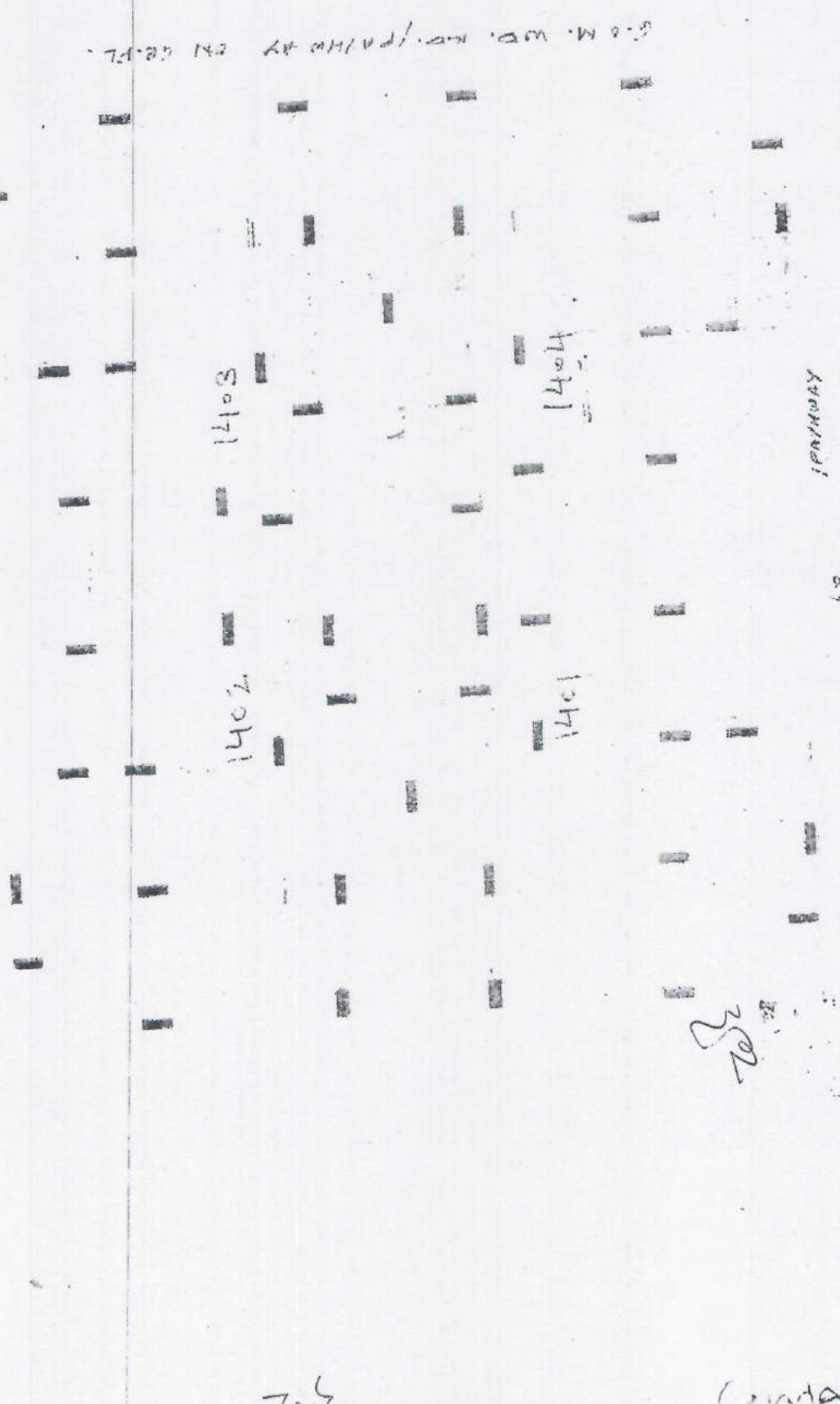
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*63*



13-03-2019  
13176  
13175

14b  
WHITE BELL  
TYPE-12



6.8 M. W.D. NO. / PATH NO. ON 12.02.19

13/12/19  
13176

Sd./ K. Kan

Sd./ N. Sridhar

13-03-2019

7.4

13176

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Handwritten initials/signature



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

31/12/2018

THIS INDENTURE MADE THIS.....13.....

Day of ..... 13th ..... in the year 2019.....

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. श्री. आरती आदव पत्नी श्री अशोक शर्मा

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

Res. 1/51 राशि शर्मा गार्डन/बंगला अफगाण

(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 assigness) 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 ..... 16 ..... storeyed and consists of ..... 64 ..... tenements its/flats.

(A) AND WHEREAS the Authority has agreed to demise the said plot of land proportionately and to sell the flat No. 1404 white B+ on 14/12/18

Handwritten initials/signature

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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. 5,52,020/- (Rupees. पचास लाख बीस हजार दो सौ रुपये only) having आदि नमस्तु

*[Handwritten signature]*

*[Handwritten signature]*

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. White Bell - 1403 Situated in ਸ਼ਾਹਜਹਾਂਗਰਪੁਰਾ scheme of Ghaziabad Development Authority containing by measurement Super Area - 131.38 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 13.11.97 the day of 20/9 except and always reserving to the Authority.

(a) A right to lay watermains drains, sewers or electric wires in or over 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. 55202.500 (in words ਪੰਜਾਹ ਹਜ਼ਾਰ ਤੋਂ ਦੋ ਹਜ਼ਾਰ ਤੋਂ ਪੰਜ ਸੌ ਰੁਪਏ 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 in respect 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 repair support and keep in good and substantial condition the flat both external

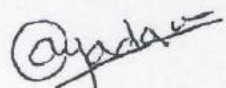
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and internal and also the boundary and otherwalls, sewers, drains, +  
rails, gates fences and fixtures of or connected with the same AND will  
permit the Authority and its agents during the said term from time to  
time and at all reasonable time 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-Chirman 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 to 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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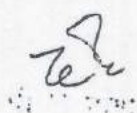


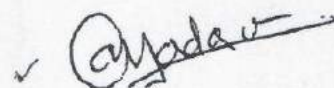
Party at the time or such assignment or transfer and all covenants to be performed in pursuance of these presents AND ALSO that the Second Party his/her assignee or transferee will not transfer the plot and or flat thereon in part or piecemeal or parcel out of the land and nor transfer the same to different 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 discretion of the first party subject to such rules and conditions as may be enforced and imposed from time to time 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 assigned or by operation of law or otherwise howsoever comes assigned, inherited or transferred during the pendency of the term here by granted shall give within 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, decree, 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 here by 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 or 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





demise shall absolutely determine and the second party shall forfeit rights to remove any constructions or recover any compensation 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. 3209980/- (Rupees असहस्रं चत्वारिंशत् लक्षात् 99 हजार 99 91 चत्वारि हजार) only paid by the Second Party to the Authority receipt whereof is heretofore transferred 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 or 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 terms 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.

*[Handwritten signature]*

*[Handwritten signature]*

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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 portion and common services alongwith other co-owners of the building subject to constitution of the agency of which he is 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 supplementary deed at the direction of the first party in event if it is subsequently felt, expedient and desirable to subserve the purpose of these 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 within 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 by him under these presents.

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**(B) SCHEDULE**

Building No. White Bell - 1404 of De  
 scheme existing the said plot No. White Bell - 1404  
 three storeyed high consisting of .....

**(C) SCHEDULE**

Flat No. White Bell - 1404 Measuring super covered area 131-  
 Mtrs. and consisting of ..... As  
 attached.

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

Witness : श्रीमान 4818193552855 Signed by : [Signature]

1. [Signature] 1. For and on behalf of the  
श्रीमान श्री Ghaziabad Development A  
श्रीमान श्री

2. [Signature] 2. [Signature]  
श्रीमान श्री Second Party

श्रीमान श्री  
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श्रीमान श्री - 37,62,000 = 40  
श्रीमान श्री - 55,202 = 40  
श्रीमान श्री - 2,50,000 = 40  
श्रीमान श्री - 40,67,202 = 40  
श्रीमान श्री - 27,85,000  
श्रीमान श्री - 10,000  
श्रीमान श्री - 27,85,000 = 40