

**DELHI DEVELOPMENT AUTHORITY**

**REGULATIONS AND DEEDS**

77-D  
184-06

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In exercise of powers conferred by clause (1) of Sub-Section (1) of Section 57 of the Delhi development Act, 1957 (61 of 1957) read with Clause (i) of that Sub-section, the Delhi Development Authority, with the previous approval of the Central Government hereby make the following regulations; namely :-



**DELHI DEVELOPMENT AUTHORITY**  
(Management and disposal of Housing Estates)

**REGULATIONS 1968**

**CHAPTER I-GENERAL**

**SHORT TITLE  
APPLICATION &  
COMMENCEMENT**

1. (1) These regulations may be called the Delhi Development Authority (Management and Disposal of Housing Estates) Regulations, 1968.
- (2) These regulations shall apply to those schemes in which built up properties are to be disposed of by way of sale or hire-purchase.
- (3) These regulations shall come into force immediately on the date of their publication in the official gazette.

**DEFINITION**

2. In these regulations, unless there is anything inconsistent with the context or meaning.
  - (1) "Act" means the Delhi Development Act, 1957 (No. 61 of 1957);
  - (2) "Agency Agreement" means an agreement between the Authority and the registered agency in regard to common portions and common services ;
  - (3) "Allotment Letter" means a letter in such form as may be prescribed by the Authority from time to time making allotment of a particular property to an applicant.
  - (4) "Allottee" means a person to whom a property has been allotted by way of sale.
  - (5) "Applicant" means a person who has sent an application putting his signature or affixing his thumb impression thereon ;
  - (6) "Application" means an application made in such form as may be prescribed by the Authority from time to time ;

- (7) "Application Register" means a register in which application in response to public notice are entered in the order in which they have been received ;
- (8) "Authority" means the Delhi Development Authority constituted under Section 3 of the Act ;
- (9) "Common Portions" means those portions of the plot or premises which are in common use and includes the land, gateway, enclosure, compound walls, parks, open ground, passages, corridors staircases, fitting, fixture, lift, if any, any installation whether for water supply or drainage or lighting or any other purpose and all such facilities which are used or intended to be used in common ;
- (10) "Common Services" in relation to common portions means the services which are rendered for maintenance, running, keeping in good condition and control those common portions, use wherof shall be regulated by the Registered Agency concerned ;
- (11) "Conveyance Deed" means an agreement in the prescribed form between the Authority and the allottee or hirer or the registered agency, as the case may be by which the title in the property is transferred to the allottee or hirer or the Registered Agency on the terms and conditions specified in the said agreement ;
- (12) "Deposit" means the initial amount payable by an applicant along with his application for securing a property which shall be noninterest bearing ;
- (13) "Disposal Price" or "Hire Purchase Price" in relation to a property means such price as may be fixed by the Authority for such property ;
- (14) "Documental charges" in relation to a document or documents made in pursuance of these regulations means all charges such as stamp charges, registration charges, writing charges, printing charges and plan charges.
- (15) "Dwelling Unit" means a building or a part thereof which is used or is intended to be used by a family for habitation ;

- (16) "Eligible Person" means a person who is entitled to the purchase of a property in accordance with the provisions of the Scheme and these regulations ;
- (17) "Flat" means a portion of building, which can be delineated with definite outline on plan and which can be definitely marked on site, and which is a dwelling unit ;
- (18) "Ground Rent" in relation to a plot of land means the annual payment to be made by the lessee of the plot to the Authority as lessor ;
- (19) "Hire-purchase Period" means such period as may be specified for continuance of a tenancy ;
- (20) "Hirer" means a person who has participated in the hire-purchase system and who has signed the Hire-purchase Tenancy Agreement ;
- (21) "Hire-purchase" or "Hire-purchase System" means a system in which a participant takes steps to secure rights in a property under a scheme by payment of deposit and also a specified number of monthly instalments spread over a specified number of years, during which he remains a tenant on the terms and conditions set for the purpose and on the expiry of the said years ceases to be a tenant and becomes owner after payment of all dues.
- (22) "Hire-purchase Tenancy Agreement" means an agreement between the Authority and the Participant in the form prescribed in these regulations for disposal of property under the Hire-purchase system ;
- (23) "Housing Estate" means a group of houses built by the Authority for dwelling purposes and may comprise all or any of the following ; namely :-
- (a) dwelling units ;
  - (b) land under and appurtenant to such dwelling units ;
  - (c) roads and paths, sewers, storm water drains, water supply and ancillary installations, street lighting and other similar amenities ;

- (d) open spaces intended for recreation and ventilation ;
- (e) convenient shopping, school, community hall or other amenity for common use.
- (24) "Nominee" means a person who has been nominated by the hirer to be the person to whom rights and liabilities in the property shall be passed on in the event of his demise or similar contingencies ;
- (25) "Penalty" means an additional amount as laid down in the relevant agreement payable by the allottee or hirer as a consequence of his default in the payment of prescribed dues ;
- (26) "Property" means a plot of land, a dwelling unit, a flat or other structure whether grouped under the scheme of the Authority or otherwise and includes common portions and common services ;
- (27) "Property Allotment Committee" means a committee constituted under these regulations ;
- (28) "Property Circumstances" includes the nature and condition of the building and premises, the type and the nature of construction, specification adopted therefor, material used and the workmanship, stability or durability of the structures, the type of accommodation, pattern of installation, fittings, fixtures and other amenities and all such other things that constituted the property as they exist in the building for premises concerned ;
- (29) "Registered Agency" means a body registered under these regulations for carrying out the provisions of these regulations and agreement made thereunder relating to common portions and common services ;
- (30) "Scheme" means a scheme prepared by the Authority for the creation of one or more Housing Estates ;
- (31) "Service Charges" means the amount which the allottee or hirer has to pay as a monthly charges for the maintenance of common portions and common services ;



(32) "Tenancy Stipulations" in relations to a hirer means the stipulations for the tenancy prescribed under these regulations ;

(33) "Vice-Chairman" means the Vice-Chairman of the Authority.

## CHAPTER II

### TERMS AND CONDITIONS OF DISPOSAL OF PROPERTY

ADMINISTRATION OF REGULATIONS DELEGATION OF POWERS 3. These regulations shall be administered by the Vice-Chairman, subject to general guidance and resolutions of the Authority, who may delegate his powers to any officer of the Authority.

EXECUTION OF AGREEMENTS 4. All agreements made under these regulations shall be executed on behalf of the Authority by the Vice-chairman or such officer as may be authorised by him in this behalf.

DISPOSAL OF PROPERTY 5. The disposal of a property shall be effected by either hire-purchase or sale or in such other manner and subject to such terms and conditions as may be decided by the Authority from time to time.

FIXATION OF PRICE 6. The hire-purchase price or the disposal price, as the case may be, shall be such price, as may be determined by the Authority.

ELIGIBILITY OF ALLOTMENT 7. A dwelling unit or flat in the Housing Estates of the Authority shall be allotted only to such person who or his wife/her husband or any of his/her dependents relations including unmarried children does not own in full or in part on free hold or lease hold basis a residential plot or house in the urban area of Delhi, New Delhi and Delhi Cantonment.

MANNER OF PAYMENT OF DISPOSAL PRICE 8. (1) When a property is disposed of by sale, every applicant shall deposit a sum equal to 20 per centum of the disposal price of the property rounded to the next hundred along with the application. Such deposit shall be non-interest bearing.

(2) An applicant to whom the property has been allotted shall have to pay the balance amount of the disposal price (i.e. after adjusting the deposit) within such period as may be specified in the allotment letter.

- (3) If the applicant fails to pay the amount within the said specified period, the allotment shall be cancelled and a sum of money equal to 20 per centum of the deposit shall be forfeited and the balance refunded.
- (4) In the case of such applicants as have not been allotted any property, the deposit specified in sub-Regulation (1) shall be refunded.
- (5) The Authority shall have the sole and exclusive right over the deposit till it is adjusted or refunded with or without deduction as provided in these regulations.

MANNER OF PAYMENT OF HIRE-PURCHASE PRICE

9. (1) The hire-purchase deposit shall be a sum as may be decided by the Authority from time to time. Such deposit shall be non-interest bearing and shall be payable alongwith the application. Such deposit shall be adjusted after the expiry of the hire-purchase period at the time of execution of the conveyance deed.
- (2) In the case of such applicants as have not been allotted any property, the said deposit shall be refunded.
- (3) In the case of such applicants to whom allotment letters have been issued and who have failed to fulfil the requirements as specified in the allotment letter, a sum equal to 20 per centum of the deposit shall be forfeited and the balance refunded.
- (4) The Authority shall have the sole and exclusive right over the hire-purchase deposit and till such time it is adjusted on the execution of the Conveyance deed or refunded with or without deduction as provided in these regulations and the agreements made thereunder.

PERIOD OF HIRE-PURCHASE

10. Unless otherwise specified by the Authority, the hire-purchase period shall be 15 years.

MONTHLY TENANCY

11. Subject to the provisions of the Regulation 10, the balance hire-purchase price of the property including interest thereon at such rates as may be prescribed by the Authority shall be recovered in 180 monthly instalments, the amount whereof shall be fixed by the Vice-Chairman in every case.

Provided that on receipt of an application from the hirer, the Vice-Chairman may permit the payment of the hire-purchase price outstanding on the date of such application together with interest or other dues if any to be made in lump-sum.

Provided further that where a hirer is permitted to pay the hire-purchase price as aforesaid in lump sum, he shall not mortgage, transfer or part with the possession of the property till the expiry of hire-purchase period otherwise than with the prior permission of the Authority.

ALLOTTEE/HIRER  
TO ENROL AS A  
MEMBER OF REGISTERED AGENCY

12. Every allottee or hirer shall enrol himself as a member of the Registered Agency which shall be registered as provided in these regulations.

13. No allottee or hirer shall be entitled to the delivery of possession of the property unless such allottee or hirer has enrolled himself as a member of the Registered Agency.

USE OF  
PROPERTY

14. The property thus allotted shall be used for such purpose only as may be specified in the Conveyance Deed/Hire-Purchase Tenancy Agreement.

PAYMENT OF  
DOCUMENTAL  
CHARGES

15. All documental charges shall be borne by the allottee or hirer.

FUNCTIONS OF  
REGISTERED  
AGENCY

16. The Registered Agency shall be responsible at its own cost for carrying out current as well as special repairs to and maintenance of the common portions and common services to the satisfaction of the Authority and in accordance with the provisions of the relevant agreement:-

Provided that in the case of failure in the discharge of such responsibility on the part of the Registered Agency, the Authority may discharge it and the expenses thus incurred by the Authority (whose decision as to the amount of such expenses shall be binding on the Agency) shall be recoverable as arrears of land revenue.

PAYMENT OF  
RATES, FEES,  
ETC.

17. All rates, fees, taxes charges, assessments Municipal or otherwise and other levies of whatsoever nature shall be borne by the allottee, hirer or the Registered Agency, as the case may be, and shall be payable by the allottee, hirer or the Registered Agency within the period specified in this behalf :-

Provided that in every case of failure on the part of the allottee, hirer or the Registered Agency to make such payment, the Authority shall have the power to recover the dues as arrears of land revenue.

PAYMENT OF CHARGES FOR MAINTENANCE OF ROADS, ETC

18. The allottee, hirer or the Registered Agency shall be liable to pay such charges, if any, incurred by the Authority on the maintenance of roads, water supply, drainage, street lighting and other civic services within a Housing Estate.

ALLOTTEE/HIRER PRECLUDED FROM OBJECTING TO PROPERTY CIRCUMSTANCES

19. The Authority shall offer the property on hire-purchase or sale on the basis of Property Circumstances that exist at the time. The allottee or hirer shall fully make himself conversant with the Property Circumstances and he shall be precluded from making complaint of raising objections or setting up claims regarding the Property Circumstances at any subsequent stage.

ADMINISTRATION OF COMMON PORTIONS/SERVICES BY THE REGD. AGENCY

20. The Registered Agency shall be responsible for the Maintenance, up-keep, running, control & regulation for use of common portions and common services of each block in a Housing Estate and it shall be the duty of such Agency to administer these common portions and common services in accordance with the provisions of the relevant agreement. The allottee/hirer shall be liable to pay to the Registered Agency, the charges for the purpose as decided by the Authority. In case of failure on the part of allottee/hirer to make such payment, the Authority shall have the power to recover such amount as arrears of land revenue.

### CHAPTER-III

#### PROCEDURE FOR DISPOSAL OF PROPERTY

ISSUE OF PUBLIC NOTICE

21. The Vice-Chairman or the officer authorised by him in this behalf shall cause a public notice to be issued, in the manner prescribed under Section 44 of the Act, inviting applications for the allotment of property.

FORM OF APPLICATION

22. The application shall be made in the prescribed form.

ENTRY OF APPLICATION IN REGISTER

23. All applications as received shall be entered serially in the application register.

APPLICATION TO BE ACKNOWLEDGED

24. The person receiving the application shall give an acknowledgement of the application.

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| REJECTION INVAL-<br>ID APPLICATIONS                  | 25. Any application which is incomplete in any respect is liable to be rejected as invalid.  |
| CONSTITUTION OF<br>PROPERTY ALLOT-<br>MENT COMMITTEE | 26. The Authority shall for the purpose of allotment of property under these regulations constitute a committee to be called the Property Allotment Committee (hereinafter called the committee) consisting of not more than 5 persons including the Vice-Chairman who shall be the presiding officer of the Committee.  |
| SCRUTINY OF<br>APPLICATIONS                          | 27. The Committee shall determine which of the applicants are eligible for allotment and the decision of the Committee in this regard shall be final.  |
| DRAW OF LOTS   | 28. The allotment of property to eligible applicants shall be made by draw of lots under the supervision of the committee. Where the number of eligible applicants exceed the number of properties, lots shall be drawn to the extent of the number of properties available plus 25 per centum thereof to serve as a waiting list.                                   |
| FORMATION OF<br>GROUPS OF<br>ALLOTTEES               | 29. The committee shall there after prepare a final list of allottees/hirers and shall place them in such group or groups as may be desired expedient for the purpose of constituting a Registered Agency.   |
| ENTRY OF FINAL<br>LIST OF ALLOTTEES<br>IN A REGISTER | 30. On the basis of final list of allottees/hirers drawn by the Committee, an allotment register shall be prepared in which names and other particulars of allottees/hirers shall be entered. The names of the persons on the waiting list shall be entered in a separate section of the same register in the order in which their name appears in the draw of lots. |
| INTIMATION ABOUT<br>ALLOTMENT                        | 31. Intimation about allotment shall be sent to all persons selected for allotment whose names have been entered in the allotment register.  |
| ALLOTMENT FROM<br>WAITING LIST                       | 32. In the event of a person or persons not accepting an offer of allotment, the property shall be allotted to the person or persons on the waiting list in the order specified in such list.  |
| INTIMATION ABOUT<br>GROUPING OF<br>ALLOTTEES/HIRERS  | 33. Intimation about allotment mentioned in Regulation Nos. 31 & 32 shall include the grouping of allottees/hirers for the purpose of formation of Registered Agency as determined by the Committee.   |
| POWER TO DECIDE<br>REPRESENTATIONS                   | 34. The Committee shall have full powers to decide representations, if any, in regard to the selection of applicants for allotment of property.  |

EXECUTION OF AGREEMENTS

35. (1) Each one of the hirers forming a Registered Agency shall execute a hire-purchase Agreement in such form as may be prescribed by the Authority. The Registered Agency of which such hirer is a member shall also execute an agreement in such form as may be prescribed by the Authority in regard to common portions and common services.
- (2) Every hirer shall before executing the said agreement pay to the Authority the instalment of the price as provided in Regulation 11.

HANDING OVER OF PROPOSSESSION OF PERTY (HIRE-PURCHASE)

36. (1) The possession of the property shall be handed over to the hirer on the completion of the following events :-
- (a) The hirer has paid the first instalment and such other dues as shall have been demanded by the Authority.
  - (b) The hirer has executed the agreement mentioned in Regulation No. 35.
  - (c) The Registered Agency of which the hirer is a member has been duly registered in the manner prescribed by Regulation 41 and such Agency has executed an agreement with the Authority as provided in Regulation No. 35.
- (2) The possession of the common portions and common services shall be handed over to the Registered Agency after such Agency has executed the agreement prescribed in Regulation No. 35.

HANDING OF POSSESSION OF PROPERTY (SALE)

37. When the property is disposed of by way of sale, the possession of the property shall be handed over to the allottee, after such allottee has made the required payments and the possession of the common portions and common services in the Housing Estate shall be handed over to the Registered Agency of which such allottee is a member after such Agency has been duly registered and the agreement with regard to common portions and common services has been executed as prescribed in Regulation No. 55.

## CHAPTER-IV

### REGISTERED AGENCY

#### FORMATION AND FUNCTIONS OF REGD. AGENCY

38. All persons who have been allotted a property in a group of a housing estate as determined by REGULATION No. 29 shall constitute themselves into a Registered Agency (hereinafter called Agency) under these regulations which shall include as its objects the following :-

- (i) To discharge such duties and responsibilities as are specified in these regulations and the agreements made thereunder for the proper maintenance, running, up-keep and keeping in good repair common portions and common services of such property as have been allotted to its constituent members.
- (ii) To pay on behalf of the Agency and on behalf of each constituent member of such Agency all rates, taxes, fees, charges, assessments municipal or otherwise and other levies of whatsoever nature as provided in the regulations and agreements executed with the Authority.
- (iii) To look after the interest of constituent members.
- (iv) To execute with the Authority agreements, lease-deed or other documents as specified in these regulations.

#### CONSTITUTION OF REGD. AGENCY

39. The constitution of the Agency and the bye-law governing its functioning shall be such as may be approved by the Authority.

#### APPLICATION FOR REGISTRATION

40. Every such Agency shall make an application to the Vice-Chairman for registration under these regulations.

#### REGISTRATION OF AGENCY

41. The Vice-Chairman after he is satisfied himself that the constitution of the agency is in consonance of these regulations, shall register such Agency and issue a certificate of registration to the Agency and a certificate of membership to each constituent member of the Agency.

“Further, if so directed by the Vice-Chairman the Agency shall get itself registered under the Societies Registration Act. 1860 within such period as may be prescribed by the Vice-Chairman”.

#### EXECUTION OF DOCUMENTS BY

42. No hire-purchase agreement, lease-deed, or other documents shall be executed with the Agency until the requirements AGENCY of Regulation No. 41 have been completed.

ELECTION OF  
MANAGING  
COMMITTEE

43. The Vice-Chairman shall as soon as may call a meeting of the Agency for electing a President, Vice President, Secretary, Treasurer and one member who shall together constitute the Managing Committee of the Agency.

TIME LIMIT FOR  
EXECUTION OF  
AGREEMENT

44. The Agency shall within such period as may be prescribed by the Vice-Chairman execute the agreement in regard to common portions and common services with the Authority.

RESPONSIBILITY OF  
REGISTERED  
AGENCY ABOUT  
SERVICES

45. The Agency and each of its constituent members shall be responsible for ensuring that :-

- (a) no damage or deterioration to the property handed over in terms of the agreement under these regulations is caused.
- (b) no installation or equipment connected with or provided as part of water supply, sewerage, storm water drainage, electricity or other service shall be tampered with;
- (c) no construction within the property shall be made otherwise than with the prior sanction of the competent local authority ;
- (d) no obstruction to a person duly authorised shall be caused so as to create difficulties in the discharge of his duties in connection with the matters arising out of the management of property ; and
- (e) no obstruction to common portions shall be caused or misuse of the property shall be made such as the following namely :-
  - (i) occupying common passages, staircases approaches and the like ;
  - (ii) throwing garbage or refuse within the precincts of the property or outside it ;
  - (iii) keeping a vehicle so as to obstruct the free movement ; and
  - (iv) creating insanitation or nuisance.

LIABILITY OF  
CONSTITUENT  
MEMBER

46. The liability of each constituent member shall be limited to the liability prescribed in the constitution of the Agency as laid down in these regulations.



CONTROL BY THE  
VICE-CHAIRMAN

47. The Vice-Chairman as the registering Authority shall have the power to :—

OVER THE AFFAIRS  
OF THE AGENCY

- (1) Call for information from the Managing Committee or any constituent member of the Agency in connection with the
  - (i) Affairs of the Agency ;
  - (ii) Management of the Housing Estate ; and
  - (iii) Relations between a constituent member and the Agency.
- (2) Call an extra meeting of the Managing Committee or of the general body of the Agency, if in his opinion such a meeting is necessary or desirable;
- (3) Inspect on a complaint being made such record and accounts of the Agency as he may deem fit;
- (4) Issue any directive for securing the efficient functioning of the affairs of the Agency or management of the Housing Estate, as the case may be which shall be binding on the Agency ; and
- (5) Revoke the registration of the Agency for good and sufficient reasons.

48. Where the registration of an agency has been revoked in pursuance of Sub-Regulation (5) of Regulation 47, the Vice-Chairman may either direct the formation of a new Registered Agency or take over functioning of the Registered Agency himself.

RECOVERY OF DUES

49. Any dues payable to the Authority by the Agency or its constituent members shall be recovered by the Authority as arrears of land revenue.

SETTLEMENT OF  
DISPUTES

50. If any dispute or difference of opinion arises between the President of the Managing Committee or the Managing Committee and a constituent member or amongst members themselves or between any party connected with the property by which the Agency and the constituent members are concerned in terms of agreements with the Authority, such dispute or difference of opinion shall be decided by the Vice-Chairman after hearing the parties concerned.

## CHAPTER—V

### HIRE-PURCHASE TENANCY & TRANSFER OF OWNERSHIP

- STATUS OF HIRER 51. During the Hire-purchase period, a hirer shall remain the tenant of the Authority and shall have no other rights except that of tenancy.
- HIRER TO ABIDE BY TENANCY STIPULATION 52. During such period as a hirer remains a tenant, he shall abide by the tenancy stipulations as specified in the Hire-purchase Agreement.
- ENFORCEMENT OF PROVISIONS OF AGREEMENT 53. If the hirer or the Registered Agency as the case may be fails to do a thing or refrain from doing thing as required by the agreement executed under these regulations, the Authority shall have the power to get such things done or prevent such things being done at the risk and cost of the defaulting party.
- TRANSFER OF OWNERSHIP TO HIRER 54. The hirer shall cease to be a tenant and shall be the owner of the property only after the last instalment of hire-purchase and all other dues have been paid by him to the Authority and the transfer of the property to him has been effected through a Conveyance Deed executed in such form as may be prescribed by the Authority and the common portions and common services have been transferred to the Agency through a Conveyance Deed executed in such form as may be prescribed by the Authority.
- TRANSFER OF OWNERSHIP TO ALLOTTEE 55. When the property is disposed of by way of sale, the allottee shall become the owner only after the full disposal price and all other dues have been paid by him to the Authority and the transfer of the property has been effected through a Conveyance Deed executed in such form as may be prescribed by the Authority and the common portions and common services have been transferred to the Agency through a Conveyance Deed executed in such form as may be prescribed by the Authority.
- LEASE DEED FOR LAND UNDER FLATS 56. (1) The land under and appurtenant to a property shall be allotted on perpetual lease hold basis jointly to the Registered Agency and the owners of property on such terms and conditions as may be determined by the Authority.
- (2) A lease deed for the land specified in sub-regulation (1) shall be drawn up and executed in such form as may be prescribed by the Authority.

TRANSFER OF  
COMMON SERVICES  
TO LOCAL  
AUTHORITY

57. When an "Housing Estate" has been developed by the Authority, the Authority may require the local authority within those limits such "Housing Estate" is situated, to assume responsibility for the maintenance of all or any of the following amenities namely :—

- (a) Roads and paths, sewers, storm water drains, water supply and ancillary installations, street lighting and other similar amenities ;
- (b) Open spaces intended for recreation and ventilation ;
- (c) convenient shopping, school, community hall or other amenity of common use and enjoyment on such terms and conditions as may be agreed upon between the Authority and that local authority.

FEDERATION OF  
REGISTERED  
AGENCIES

58. Whenever the Authority considers it necessary or expedient, it may direct all Registered Agencies in a Housing Estate to form a federation of such Registered Agencies for securing the management, up-keep and running of common amenities, where such amenities shall not have been transferred to the local authority.

59. The Authority may delegate all or any of its powers under these regulations to the Vice-Chairman or to a whole time member.

# HIRE-PURCHASE TENANCY AGREEMENT

This INDENTURE MADE THIS.....day of.....one thousand nine hundred and..... BETWEEN THE DELHI DEVELOPMENT AUTHORITY constituted under the Delhi Development Act, 1957 (No. 61 of 1957) (hereinafter called the owner and include its successors and assigns) of the one part and Shri.....(hereinafter called the hirer which expression shall, unless inconsistent with the context or meaning include, as hereinafter provided, the nominee approved and failing which his heirs, executors, administrators, legal representatives and permitted assignees) of the other part :

WHEREAS in pursuance of the Delhi Development Authority (Management and Disposal of Housing Estates) Regulations, 1968 (hereinafter called the Regulations), the hirer has separately applied to the owner for allotment of a flat under the Hire-Purchase Scheme and the owner has agreed to allot a flat to the hirer upon the terms and conditions hereinafter set forth.

AND WHEREAS the hirer has already paid Rs..... (Rupees.....only) as hire purchase deposit alongwith his application ;

AND WHEREAS the hirer has paid Rs..... (Rupees.....only) one month's rent by way of monthly instalment and which is hereby acknowledged to be the first instalment.

NOW THESE PRESENT WITNESS that the owner hereby covenant and agree with the hirer and the hirer doth hereby covenant and agree with the owner in manner following that is to say :-

- (1) The hirer shall be put in possession of the property in the form of flat/ house bearing No.....situated in..... Estate of the Delhi Development Authority at..... and more particulary described in Schedule I hereunder written and with boundaries thereof for greater clearness has been delineated on the plan annexed hereto and thereon coloured and shown in red : only after he has duly executed this agreement and the Registered Agency of which he is a member has also executed the agreement as provided in the Regulations.
- (2) The hirer shall hold the said property as a tenant for the Hire-purchase period which is a fixed term of..... years commencing from the first day of the month of..... of the year one thousand nine hundred and .....

and ending on the last day of the month of.....  
of year.....subject to the following conditions :-

(a) The hirer shall pay without waiting for any demand from the owner the monthly rent (instalment) of Rs.....  
(Rupees.....only) on or before the 10th day of each month at the office of the owner, the first of such payment has already been made by the hirer mentioned hereinabove and the same is considered to be taken as monthly rent (instalment) of the month of.....and the next such payment is due and payable on or before the 1st day of the month of .....of the year.....and so on subsequently for every calendar month till the expiry of the hire-purchase period.

(b) The hirer, shall as laid down in the Regulations, pay all rates, taxes, fees, charges, assessments, municipal or otherwise, and other levies of whatsoever nature levied upon the said property hereby rented, upon the landlord or tenant in respect thereto by the local body or by the State or Central Government direct to the authorities concerned ;

Provided that in every case of failure on the part of the hirer to make such payment, the owner shall have the power to recover the dues as arrears of land revenue.

(c) The hirer shall during the said term repair (which expression shall include usual and necessary annual internal and external painting, colour and white-washing) clean and keep in reasonable good order and condition at his own cost to the satisfaction of the owner or such person as the owner may appoint for the purpose the said property together with the installation thereto relating to water supply, drainage electricity and any such other services.

(d) The hirer shall not without the written permission of the owner carry on or permit to be carried on within the said property any trade or business whatsoever or permit the same to be used for any purpose other than that for residential use or do or suffer to be done therein any act or thing whatsoever which in the opinion of the owner may be a nuisance, annoyance or disturbance to the owner or the occupiers of other flats/houses in the same building or in the neighbourhood.

(e) The hirer shall permit the owner or any persons authorised in this behalf by the owner at all reasonable times of the day during the term hereby granted to enter into and upon the said property and to inspect the state of repairs thereon and if upon such inspection, it shall appear to the owner that any repairs, whether current or special are necessary, the owner may direct the hirer to execute the repairs :

Provided that on his failure to do so within reasonable time the owner may execute them at the expense of the hirer which expense the hirer hereby agrees to reimburse by paying to the owner such amount as the owner (whose decision shall be final) shall fix in the behalf.

- (f) The hirer shall permit the owner or any person authorised by the owner to enter into and upon the said property with such workmen as may be necessary for the purpose of laying, repairing or placing the water pipe line, sewage line or any electric supply line or any service line for any work connected therewith as also for the purpose of making any connection to the other properties from any service line laid in the said property.
- (g) The hirer shall not make or permit to be made any alterations or additions to the said property without prior permission in writing of the owner and also of the sanction or permission in writing of the local authority concerned ;

Provided that the owner may at his discretion refuse such permission for any additions or alterations whatsoever and his decision in that behalf shall be final.

- (h) The hirer shall not sell, transfer, assign or otherwise part with the possession of the whole or any portion of the said property without the previous consent in writing of the owner which it shall be entitled to refuse in its absolute discretion ;

Provided that in the event of the consent being given, every such transfer, assignment of the property shall be only for the remainder term or this tenancy and the permitted transferee or assignee, as the case may be, shall be bound by all the terms and conditions herein contained and be answerable to the owner in all respects therefor.

Provided further that no such assignment or transfer shall be valid or permissible where the assignee or the transferee is a person who does not fulfil the requirements of eligibility as provided in the Regulations.

- (i) The hirer shall make every payment that may rightfully be demanded from him by the Registered Agency and shall abide by the regulations of the said Agency and shall discharge all responsibilities as a member of the said Agency which has executed a co-lateral agreement with the owner under the regulations of the Authority.
- (j) The hirer shall during the term of this tenancy abide by the tenancy stipulations contained in Schedule II hereunder written.
- (k) The hirer shall discharge all responsibilities devolving on him under the Regulations, which will be deemed to be the part of these presents and which are hereby agreed to between the parties to this agreement.

(l) The hirer shall be precluded from making a complaint, raising objections or setting up claims regarding the property at any stage for any reasons whatsoever as expressly provided in the Regulations in respect of 'Property Circumstances'.

(m) The hirer shall pay every month service charges for maintenance of common portions and common services to the Registered Agency.

Provided that on account of the absence of any Registered Agency or its failure to discharge such function, the owner may undertake to discharge such functions and the hirer shall pay such service charges to the owner alongwith monthly rent. The amount of such service charges shall be determined by the owner and the decision of the owner in this behalf shall be final and binding on the hirer.

(n) No claim can be brought against the interest of the hirer in the said property ; nevertheless the hirer hereby indemnifies the owner in respect of any such eventualities.

(o) The hirer hereby absolves the owner from any liability in case of damage to our destruction of the said property as a consequence of any accident of whatsoever nature.

Provided that it shall be the duty of the hirer while the agreement is in force to see that the flat is maintained in the same condition, except fair wear and tear, in which it was originally handedover. In case of any damage by any act of nature or by fire, it shall be the duty of the hirer to get necessary repairs carried out in order to restore the flat to its original condition. The flat shall be compulsorily insured against the risk of fire with an insurance company approved by the Authority :

Provided that the said property shall be insured against the risk of fire with an insurance company approved by the Authority. In case of damage by fire, the liability of the Authority will be restricted to the insurance money made available on that account to the Authority.

(p) The hirer shall, by writing under his own hand, nominate during his life time the nominee whom he wishes to transfer his share or interest in the property including his rights in the future ownership of the flat/house in the event of his death and deposit the same with the Vice-Chairman and also the Secretary of the Managing Committee of the Registered Agency concerned. The owner shall effect the transfer accordingly on receiving a proof of the death of the hirer which will be subject to all subsisting liabilities and obligations of the hirer towards the owner and towards the Registered Agency. The nominations so made may be revoked and another substituted in the same manner as aforesaid by the hirer :

Provided that in the absence of such nomination by the

hirer, the heir/heirs of the hirer shall be accepted by the owner as the beneficiary/beneficiaries of these presents.

- (q) The hirer shall make full and regular payment of all the dues that are required to be made by him in pursuance of these presents or the Regulations. If any such payment is delayed, he shall be liable to pay a penalty at the rate of 1 per cent per month or Rs. 2/- for the first month of the default, 2 per cent per month or Rs. 5/- for the second month of the default and 4 per cent per month or Rs. 10/- for the third month of the default, whichever is more. In case of defaults of more than six consecutive months, the tenancy shall stand determined and the hirer shall be liable to be evicted. All the outstanding dues of the owner shall be recoverable as arrears of land revenue.
- (r) If the hirer uses the property or common portions and common services in such a way as to cause damage to or deterioration or mal-functioning of the same, the hirer shall pay to the owner or the Registered Agency, as the case may be, the expenses of rectification of such damage, deterioration or malfunctioning.
- (s) The hire-purchase deposit shall be retained by the owner and the hirer shall be precluded from making any demand on it for meeting any of his liabilities whatsoever.

Provided that the said deposit shall be adjusted at the time of execution of the conveyance deed with the hirer and Registered Agency in pursuance of the Regulations and the agreement made thereunder.

Provided further that in the case of permitted transfer, the adjustment of the said deposit will be made as a special case in the sole discretion of the owner on the merits of each case.

Provided still further that in the case of eviction, the said deposit shall be utilised for recovering all the dues whatsoever of the owner as the first charge and all the dues whatsoever of the Registered Agency as a second charge and all the dues of the public bodies as the third charge and only the remainder shall be refunded to the hirer on his demand.

- (t) In case the hirer wishes to terminate the tenancy hereby granted of his own accord before the expiry of the hire-purchase period, the hirer shall give three month's notice to the owner for the same and the owner shall recover all the dues as well as losses arising out of such termination by the hirer of this agreement from the hire-purchase deposit of the hirer and the hirer will be entitled to receive only the remainder as determined by the owner only after the hirer has duly handed over possession of the said property to the owner. The decision of the owner in this respect shall be final and binding.



- (u) Notwithstanding anything hereinbefore contained, if there shall have been, on inquiry after hearing the party concerned, in the opinion of the owner (whose decision shall be final and binding) any mis-statement or any concealment of material facts by the hirer in the application given by him for allotment of the flat, it shall be lawful for the owner to evict the hirer and take possession of the flat and thereupon this agreement shall stand determined and the hire-purchase deposit shall stand forfeited to the owner.
  - (v) The owner hereby agrees that the hirer making all payments due from him in accordance with these presents and performing and observing all the conditions herein contained shall peacefully hold and enjoy as a tenant the said property during the said term except for any lawful interruption or disturbance by the owner or any person lawfully claiming under it.
- (3) The owner hereby agrees that after the expiry of the hire-purchase period to transfer the said property to the hirer by executing conveyance deed with him in the prescribed form provided that he has paid all the dues of the owner and of the Registered Agency and of public bodies, if any, prior to such execution. The hirer thereafter ceases to be a tenant and becomes the owner of property subject to the provisions of the said conveyance deed. The hirer's right or use of common portions and benefits of the common services shall be continued by the Registered Agency of which the hirer has been a member alongwith other co-hirers and has thus acquired both rights and obligation in accordance with the constitution of the said Registered Agency .
- (4) The owner shall transfer the common portions and common services to the Registered Agency by executing a conveyance deed in the prescribed form provided that the Registered Agency has paid all the dues of the owner and of the public bodies, if any, prior to such execution.
- (5) The owner hereby agrees to execute a lease deed in favour of a Registered Agency and hirers in the prescribed form through which the lease hold rights of land on which the building containing the said property stands get jointly vested in the hirer of the Registered Agency. The lease deed will be executed after the conveyance deed with the hirer relating to flat and a conveyance deed with the Registered Agency relating to common portions and common services have been executed.
- (6) The conveyance deed and the lease deed shall be executed normally by the owner after the expiry of the hire-purchase period, nevertheless, if all the hirers of the building jointly apply for terminating the tenancy earlier and vesting in them ownership of their respective

properties, and if such application is supported by a resolution of the General Meeting of the Registered Agency of which all the said hirers are members and further if all the hirers make full payment as calculated by the owner ( whose decision shall be final and binding), the owner shall execute the conveyance deed and lease deed.

If any dispute or difference of opinion arise regarding interpretation of the wordings of the said regulations or the agreements made there-under or any decisions taken or proposed to be taken in accordance with the said regulations or agreements, the Vice-Chairman shall take a decision and such decision shall be, final and binding on the hirers.

### SCHEDULE I

All that.....floor flat bearing No.....in  
Block No. ....in .....DDA's Housing Estate  
at..... consisting of.....and  
shown in the annexed plan marked red/yellow.

Boundaries of the property are as under :-

NORTH  
EAST  
SOUTH  
WEST

### SCHEDULE II

(Tenancy stipulations as attached hereto)

IN WITNESS WHEREOF the parties hereto have set their hands day and year first above written.

Ist witness Name.....  
S/o, Shri.....  
Address.....

2nd witness Name.....  
S/o, Shri.....  
Address.....

Ist witness Name.....  
S/o, Shri.....  
Address.....

2nd witness Name.....  
S/o, Shri.....  
Address.....

Owner  
Vice-Chairman  
Delhi Development Authority

## SCHEDULE II

(Annexure to Hire-Purchase Tenancy Agreement)

### TENANCY STIPULATIONS

- (1) These stipulations shall be applicable to the hirer, who as well as every inmate of his flat/house shall be jointly and severally responsible for observing them.
- (2) The hirer shall keep a receptacle within his flat/house for the collection of refuse, waste papers, sweepings, kitchen and food wastes, scrap articles and the like, and every person shall put such waste matter in such receptacle and nowhere else.
- (3) The contents of such receptacle shall be removed every day without spilling the same on the way to the place reserved for the purpose.
- (4) Sanitary facilities like bathroom and latrine shall be used in such a way as not to cause chocking of any outlets by rage, waste paper, sweeping and the like.
- (5) No refuse or dustbin shall be kept outside the hirer's flat/house in the corridors or passages.
- (6) Open space or common portions shall not be used as urinals.
- (7) No part of the hirer's flat/house, of the common portions and of the street shall be littered with any waste matter and the entire surrounding shall be kept in clean, neat and tidy condition.
- (8) No portion of the flat/house or of the building shall be used for keeping or storing or dumping any dangerous, combustible or obnoxious articles.
- (9) No animal or poultry shall be kept in any part of the building.
- (10) Every person shall see that no damage or deterioration to the property is caused.
- (11) Every person shall be careful that no water pipe or its fittings are adversely affected, no electric line and its fixture are tampered with, no drainage or its specials are damaged and no installation of any kind whatsoever is tampered.
- (12) No misuse of the property shall be made or permitted to be made such as occupying corridors, common passages, staircases, staircase landings, approaches and the like.
- (13) Every person bringing a vehicle in the premises shall see that no obstruction to the free movement of the residents is caused.
- (14) Non-observance of any of the above stipulations shall be a breach of the terms of the agreement and the Authority shall take action for such breach against the hirer in accordance with the powers vested in it under the Act, Rules and Regulations made thereunder and the agreements executed under them.

# REGISTERED AGENCY AGREEMENT FORM

This INDENTURE made this.....day of.....one thousand nine hundred and.....BETWEEN THE DELHI DEVELOPMENT AUTHORITY constituted under the DELHI Development Act, 1957 (No. 61 of 1957) (hereinafter called the owner and includes its successors and assigns) of the one part and the Registered Agency named.....(hereinafter called the Agency which expression shall unless inconsistent with the context or meaning include, its successors in office) of the other part constituted in accordance with the provisions of the Delhi Development Authority (Management and Disposal of Housing Estates) Regulations (hereinafter called the Regulations) 1968.

WHEREAS each one of the members of the Agency has duly executed the hire-purchase tenancy agreement ; and

WHEREAS all the hirers having secured flats/houses bearing Nos.....situated in.....Estate of the Delhi Development Authority at.....have become members of the said Agency and have thus acquired jointly rights and obligation as provided in the constitution of the said Agency ; and

WHEREAS the President and/or Secretary of the Agency has/have been duly authorised to execute this agreement.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES as under :-

- (1) The Agency shall take possession of the common portions and common services of the above mentioned flats bearing Nos.....situated in.....Estate of the Delhi Development Authority at.....and more particularly described in Schedule I hereunder written and with boundaries thereto for greater clearness has been delineated on the plan annexed hereto and thereon coloured and shown in red only after it has been duly executed this agreement as provided in the Regulations.
- (2) The Agency shall hold the said common portions and common services as an agent for the hire-purchase period which is a fixed term of.....years commencing from the first day of the month of.....of the year one thousand nine hundred and.....and ending on the last day of the month of.....year.....subject to the following conditions :-

- (a) The Agency shall discharge its responsibility in full as devolving on it in pursuance of the Regulations which will be deemed to be forming part of these presents and which are hereby agreed to between the parties to this agreement.
- (b) All the hirers who are members of the Agency hereby accept their liability and obligations as flowing from the agreements made by them with the owner to which these present form a colateral agreement and in token of such acceptance have affixed their signatures with these presents.
- (c) The Agency shall as laid down in the Regulations pay all rates, taxes, fees, charges, assessments, municipal or otherwise and other levies of whatsoever nature levied upon the said property hereby given to the Agency as agent upon the landlord or the Agency by the local body or the State or Central Government direct to the authorities concerned ;  
Provided that in every case of failure on the part of the Agency to make such payment the owner shall have the power to recover the dues as arrears of land revenue.
- (d) The Agency shall during the said term repair (which expression shall include usual and necessary annual internal and external painting colour and white-washing) clean and keep in reasonably good order and condition at its own cost to the satisfaction of the owner or such persons the owner may appoint for the purpose the said property together with the installations thereto relating to water supply, drainage, electricity and any such other services.
- (e) The Agency shall not without the written permission of the owner carry on or permit to be carried on within the said property handed over to it as an Agent any trade or business whatsoever or permit the same to be used for any purpose other than common uses or do or suffer to be done therein any act or thing whatsoever which in the opinion of the owner may be a nuisance, annoyance or disturbance to the owner or the occupiers of other flats/houses in the same building or in the neighbourhood.
- (f) The Agency shall permit the owner or persons authorised in this behalf at all reasonable times in a day during the term hereby granted to enter into and upon the said property and to inspect the state of repairs and if upon such inspection it shall appear to the owner that any repairs whether current or special are necessary, the owner may direct the Agency to execute the repairs ;

Provided on its failure to do so within the reasonable time, the owner may execute them at the expense of the Agency which expense the Agency hereby agrees to reimburse by paying to the owner such amount as the owner (whose decision shall be final) shall fix in that behalf.

(g) The Agency shall permit the owner or any person authorised by the owner to enter into and upon the said property with such workmen as may be necessary for the purpose of laying, repairing or placing the water pipe line, sewage line or any electric supply line or any service line and for any work connected therewith as also for the purpose of making any connection to the other properties from any service line laid in the said property.

(h) The Agency shall not make or permit to be made any alterations or additions to the said property without prior permission in writing of the owner and also of the sanction or permission in writing of the local authority concerned;

Provided that the owner may at his discretion refuse such permission for any alterations or additions whatsoever and his decision in that behalf shall be final.

(i) The Agency shall not sell, transfer, assign or otherwise part with the possession of the whole or any portion of the said property held by it as an Agent.

(j) The Agency shall be precluded from making complaint or raising objections or setting up claims regarding the said property at any stage for any reason whatsoever as expressly provided in the Regulations in respect of Property Circumstances.

(k) The Agency shall pay every month service charges to the owner as a consequence of the owner incurring any expenditure in regard to the services on account of its failure to carry out such services or as a consequence of non-undertaking of the services by the civic authority or on account of similar contingency. The corpus of such charges shall be determined by the owner from time to time and shall be final and binding on the Agency.

(l) No claim can be brought against the said property as the Agency is merely an agent during the hire-purchase period and the vesting of the property with the Agency is affected only after the conveyance deed has been executed as provided in the Regulations.

- (m) The Agency hereby absolves the owner of any liability in case of damage or destruction of the said property as a consequence of any accident or whatsoever nature.
- (n) The Agency shall make full and regular payment of all the dues that are required to be made by it in pursuance of these presents or the Regulations :-

Provided that in the case of failure of the Agency to make such payments, the Vice-Chairman shall have the powers to direct the person in custody of the funds of the Agency to pay all the dues :

Provided further that in the case of failure of such person to make such payment within the period specified in the direction, the dues shall be recoverable as arrears of land revenue.

- (3) The owner hereby agrees after the expiry of the hire-purchase period to transfer the said common portions and common services to the agency by executing a conveyance deed with it in the prescribed form:

Provided that the constituent member-hirers have paid all the dues of the owner and of the Registered Agency and of the public body, if any.

- (4) If any dispute or difference arises regarding interpretation of wordings of the said Regulations, or the Agreements made thereunder, or any decisions taken or proposed to be taken in accordance with said Regulations or Agreements, the Vice-Chairman will take a decision and such decision shall be final.

### SCHEDULE I

All that property in the form of common portions and common services in flats bearing No.....in Block No.....in.....housing Estate at.....consisting of.....and shown in the annexed plan marked red.

Boundaries of the property as under :-

- NORTH :
- EAST :
- SOUTH :
- WEST :

In witness whereof, the parties hereto have set their hands day and year above written.

All constituent members of the Registered Agency as witness.

- |     |     |
|-----|-----|
| 1.  | 11. |
| 2.  | 12. |
| 3.  | 13. |
| 4.  | 14. |
| 5.  | 15. |
| 6.  | 16. |
| 7.  | 17. |
| 8.  | 18. |
| 9.  | 19. |
| 10. | 20. |

- (i) President  
Registered Agency
- (ii) Secretary  
Registered Agency

Ist witness

Owner

2nd witness

*Vice-Chairman*  
Delhi Development Authority



## CONVEYANCE DEED-HIRER

THIS INDENTURE made this.....day of one thousand nine hundred and.....BETWEEN THE DELHI DEVELOPMENT AUTHORITY constituted under the Delhi Development Act, 1957 (No. 61 of 1957) (hereinafter called the Authority and include its successors and assigns) of the one part and the hirer Shri.Smt..... (hereinafter called the owner which expression shall, unless inconsistent with the context or meaning include, the heirs executors, administrators, legal representatives and permitted assignees) of the second part.)

Whereas by an Hire Purchase Tenancy Agreement dated the.....the Authority had agreed to allot a flat to the hirer under the Hire Purchase Scheme and the hirer has duly completed the Hire Purchase Period and has made full payments of all the dues in pursuance of the Delhi Development Authority (Management and Disposal of Housing Estate) Regulations ; 1968 and the agreements made thereunder.

NOW THIS INDENTURE witnesseth that in consideration of the amount of Rs.....(Rupees.....only) paid by the hirer before the execution of these presents (the receipt whereof the Authority hereby acknowledges), the Authority doth hereby grant, convey, release and assure into the said hirer in perpetuity all the said building, construction, structure with sanitary, electrical and other fittings on the flat No.....in Block No.....in.....(Scheme/colony's name) consisting of.....more particularly described in Schedule I hereunder written and for greater clearness has been delineated on the plan annexed to these presents and thereon coloured red together with all the rights, easements and appurtenances whatsoever to the said flat belonging or appurtenant subject to the covenants and conditions hereinafter contained.

SUBJECT ALWAYS to the exceptions, reservations, covenants and conditions hereinafter contained, that is to say, as follows :-

- (1) The owner shall have the right of use of the common portions and common services alongwith other co-owners of the building subject to the constitution of the agency of which he is a constituent member.
- (2) 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.

(3) The owner hereby absolves the Authority of all the liabilities in respect of any rates, taxes, charges, and all assessments of other description which are now or at any time hereinafter be assessed or imposed upon the said property hereby granted, upon the landlord or the owner or the agency in respect of the said property by the local body concerned or the State or Central Government or by any other local authorities.

(4) The conditions stipulated in the lease deed (which shall be deemed to be forming the parts of these presents) by which the lease-hold right of the land on which the building containing the said flat of the owner stands have been granted shall apply *mutatis mutandis* to this conveyance and the owner shall be bound to observe them and shall not do or permit any thing to be done in contravention of the said conditions.

IN WITNESS WHEREOF, the parties have hereunto set their hands, the day and year first above written.

### THE SCHEDULE I ABOVE REFERRED TO

All that.....floor flat bearing No.....  
in Block No.....in.....DDA's  
Housing Estate.....at.....consisting  
of.....and shown in the annexed plan marked red.

Boundaries of the property are as under :-

NORTH  
EAST  
SOUTH  
WEST

Ist witness :

Name.....  
S/o, Shri.....  
Address.....

IInd witness :

Name.....  
S/o, Shri.....  
Address.....

Ist witness

Owner  
Vice-Chairman

Delhi Development Authority

IInd witness :

## CONVEYANCE DEED-AGENCY

This INDENTURE made this.....day of one thousand nine hundred and.....BETWEEN THE DELHI DEVELOPMENT AUTHORITY constituted under the Delhi Development Act, 1957 (No. 61 of 1957) (hereinafter called the Authority and include its successors and assigns) of the one part and the Agency named..... (hereinafter called the Agency which expression unless inconsistent with the context or meaning include its successors in office) of the second part.)

WHEREAS in pursuance of Registered Agency Agreement dated the.....the Authority had given the possession of common portions and common services of the flats bearing no.....situated in.....Estate of the Authority or management during the Hire Purchase Period and the Agency has duly completed their Hire Purchase Period and has made full payments of all the dues in pursuance of the Delhi Development Authority (Management and Disposal of Housing Estate) Regulations ; 1968 and the agreements made thereunder.

NOW THIS INDENTURE witnesseth that the Authority doth hereby grant, convey, release and assure unto the said Agency in perpetuity all the common portions and common services in the flats No.....in Block No.....situated in .....(Scheme/Estate of the Authority) and more particularly described in Schedule I hereunder written and for greater clearness has been delineated on the plan annexed to these presents and thereon coloured red subject to the covenants and conditions hereinafter contained.

SUBJECT ALWAYS to the exceptions, reservations, covenants and conditions hereinafter contained that is to say as follows :-

- (1) The Agency hereby accepts the right of all its constituent members, of use of the common portions and common services, subject to the provisions in the constitution of the Agency.
- (2) The Agency shall acquire the lease hold rights of the land jointly with its constituent member in pursuance of the lease deed executed between the Authority, constituent members of the Agency and the Agency.
- (3) The Agency hereby absolves the Authority of all the liabilities in respect of any rates, taxes, charge and all other assessments of other description which are now or at any time hereinafter be assessed or imposed upon the said property hereby granted upon the landlord or the owner of the Agency in respect of the said property by the local body concerned or by the State or Central Government or by any other local Authority.
- (4) The conditions stipulated in the lease deed (which shall be deemed to be

forming part of these presents) by which the lease hold rights of the land on which the building stands have been granted shall apply *mutatis mutandis* to this conveyance and the Agency shall be bound to observe them and shall not do or permit any thing to be done in contravention of the said conditions.

IN WITNESS WHEREOF, the parties have here to set their hands, the day and year first above written.

### THE SCHEDULE I ABOVE REFERRED TO

All that property in the form of common portions and common services in flats bearing No.....in Block No..... in.....housing Estate at..... consisting of.....and shown in the annexed plan marked red.

Boundaries of the property are as under :-

NORTH  
EAST  
SOUTH  
WEST

All constituent members of the Registered Agency as witnesses.

- |     |     |
|-----|-----|
| 1.  | 11. |
| 2.  | 12. |
| 3.  | 13. |
| 4.  | 14. |
| 5.  | 15. |
| 6.  | 16. |
| 7.  | 17. |
| 8.  | 18. |
| 9.  | 19. |
| 10. | 20. |

President  
Registered Agency  
Secretary  
Registered Agency

Ist witness

2nd witness

Vice-Chairman  
Delhi Development Authority

## PERPETUAL LEASE

THIS INDENTURE made this.....  
day of one thousand nine hundred and.....  
BETWEEN THE DELHI DEVELOPMENT AUTHORITY (a body corporate under  
Delhi Development Act, 1957 (No. 61 of 1957) (hereinafter called the 'Lessor'  
which expression shall unless the context requires another and different meaning  
includes its successors and assigns) of the one part and REGISTERED AGENCY  
named.....and its constituent members, whose names appear  
in the Schedule "II" attached to these presents, (hereinafter called the 'Lessee'  
which expression shall, in the case of the Registered Agency unless inconsis-  
tent with the context requires another and different meaning include its successors  
in office and in the case of constituent members unless inconsistent with the  
context requires another and different meaning, his nominee, heirs, executors,  
administrators, legal representatives and permitted assigns of the other part.

WHEREAS the constituent members of the Registered Agency have  
separately applied to the Authority for the grant of joint lease in undivided equal  
shares of land belonging to the Lessor (hereinafter described) and placed at the  
disposal of the Lessor under section.....  
of the Delhi Development Act, 1957 (Act, 61 of 1957) by the Central Government  
and each constituent member has applied to the Authority for the purchase of a  
dwelling unit the details of which are given in the Schedule 'II' attached to these  
presents, the Lessor has on the faith of the statements and representations  
made by the constituent members accepted such applications and has agreed to  
demise the said land to the Registered Agency and its constituent members jointly.

NOW THIS INDENTURE WITNESSETH that in consideration of the  
premium of Rs.....(Rupees..... only)  
paid before the execution of these presents (the receipt where of the Lessor hereby  
acknowledges) and of the rent hereinafter reserved and of the covenants on the  
part of the Registered Agency and its constituent members hereinafter contained,  
the Lessor DOTH hereby demise unto the Registered Agency and its constituent  
members all that land under and appurtenant to the residential flats bearing  
Nos..... Block No.....in  
the layout of.....containing by admeasurement an area  
of.....square yards/metres/hectares or there-about situ-  
ated at..... which land  
is more particularly described in the Schedule 'I' hereunder written and with bound-  
aries thereof for greater clearness has been delineated on the plan annexed to these

presents and thereon coloured red (hereinafter referred to as the 'said land') together with all rights (easements and appurtenances whatsoever to the said land belonging or appertaining **TO HOLD** the said land hereby demised unto the Registered Agency and its constituent members in perpetuity from..... day of..... one thousand nine hundred and.....

**YIELDING AND PAYING** therefor yearly rent payable in advance of rupees.....(Rupees.....only)

or such other enhanced rent as may hereafter be assessed under the covenants and conditions hereinafter contained clear of all deductions by equal half-yearly payments on the fiteenth day of January and the fiteenth day of July in each year at the office of the Lessor or at such other place as may be notified by the Lessor for this purpose from time to time, the first of such payments to be made on 15th day of..... one thousand nine hundred and.....the rent amounting to Rs.....(Rupees.....only)

from the date of the commencement of this Deed to the last mentioned date having been paid before the execution of these presents.

**SUBJECT ALWAYS** to the exceptions, reservations, covenants and conditions hereinafter contained, that is to say, as follows :-

1. The Lessor excepts and reserves unto himself all mines, minerals, coal, gold-washing, earth oils and quarries in or under the said land, and full right and power at all times to do all acts and things which may be necessary or expedient for the purpose of searching for, working, removing and enjoying the same without providing or leaving any vertical support for the surface of the said land or for any building for the time being standing thereon provided always that the lessor shall make reasonable compensation to the lessee for all damage directly occasioned by the exercise of the rights hereby reserved or any of them.
2. Each of the constituent member of the Registered Agency shall pay unto the lessor his share of the yearly rent hereby reserved as given in the schedule 'IF' on the days and in the manner hereinbefore appointed
3. Each of the constituent member shall maintain and keep his flat (outside or inside) and joint walls in good repair and in proper sanitary conditions.
4. The lessee shall not deviate in any manner from the layout plan nor alter the size of the residential plot whether by sub-division, amalgamation or otherwise.

5. (a) The lessee shall keep and maintain good repair of all drains, water-pipes, electric lines and connections and sanitary and sewage system and permit and allow the same to be maintained and use for the purpose thereof respectively.

6. The Lessee shall not transfer, assign or otherwise part with the possession of the whole or any part of the said land and/or the flats except with the previous consent of the lessor in writing which it shall be entitled to refuse in the absolute discretion.

PROVIDED that in the event of transfer being made without obtaining previous consent of the lessor in writing, such transfer shall not be recognised by the lessor and it shall be open to the lessor to terminate the lease.

PROVIDED FURTHER That in the event of the consent being given, the lessor may impose such terms and conditions as it thinks fit and the lessor shall be entitled to claim and recover a portion of the unearned increase in the value (i.e. the difference between the premium paid and the market value) of the said land at the time of sale, transfer, assignment, or parting with the possession, the amount to be recovered being fifty per cent of unearned increase and the decision of the Lessor in respect of the market value shall be final and binding.

PROVIDED FURTHER that the Lessor shall have the pre-emptive right to purchase the property after deducting fifty per cent of the unearned increase as aforesaid.

b) Notwithstanding anything contained in sub-clause (a) above, the lessee may with the previous consent in writing of the lessor, mortgage or charge the said land or any of the flats to such person as may be approved by the Lessor in his absolute discretion.

PROVIDED that, in the event of the sale or foreclosure of the mortgaged or charged property, the lessor shall be entitled to claim and recover the fifty percent of the unearned increase in the value of the said land as aforesaid and the amount of the Lessor's share of the said unearned increase shall be first charge, having priority over the said mortgage or charge. The decision of the lessor in respect of the market value of the said land shall be final and binding on all parties concerned.

PROVIDED FURTHER that the lessor shall have the pre-emptive right to purchase the mortgaged or charged property after deducting fifty percent of the unearned increase as aforesaid.

7. The Lessor's right to the recovery of fifty percent of the unearned increase and the pre-emptive right to purchase the property as mentioned hereinbefore shall apply equally to an involuntary sale or transfer whether it be by or through an executing or insolvency court.

8. Notwithstanding the restriction, limitations and conditions as mentioned in sub clause 6 (a) above, the constituent members of the Registered Agency shall be entitled to sub-let the whole or any part of the flat erected upon the residential plot for purposes of private dwelling only.

9. Whenever the title of any of the constituent member of the Registered Agency in the said land is transferred in any manner whatsoever the transferee shall be bound by all the covenants and conditions contained herein and be answerable in all respects therefor.

10. Whenever the title of any of the constituent members of the Registered Agency in the said land is transferred in any manner whatsoever the transferor and the transferee shall, within three months of the transfer give notice of such transfer in writing to the lessor.

In the event of the death of any of the constituent member of the Registered Agency the persons on whom the title of the deceased devolves shall within three months of the devolution, give notice of such devolution to the Lessor. The transferee or on whom the title devolves as the case may be, shall apply to the Lessor certified copies of the documents (as evidencing the transfer or devolution.)

If the transferor and the transferee neglect to give notice of such transfer in writing to the lessor, the lessor may impose for each such case of neglect a liquidated damages amounting to Rs. 100/- for the first year and thereafter 100/- rupees for each successive year or part thereof such neglect.

11. The lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the continuance of this Deed be assessed, charged or imposed upon the said land hereby demised or on his flats or on the landlord or tenant in respect thereof.

12. All arrears of rent and other payments due in respect of the said land hereby demised or any of the flats hereby conveyed shall be recoverable in the same manner as arrears of land revenue.

13. The Lessee shall in all respect comply with and be bound by the building, drainage and other bye-laws of the proper municipal or other authority for the time being in force.



14. The lessee shall not without the previous permission in writing of the lessor and also of the sanction or permission in writing of the proper municipal or other authority erect or re-erect any of the flats or make any alterations or additions either externally or internally to such flats.

15. The lessee shall not without the written consent of the lessor carry or permit to be carried on the said land or in any of the flats thereon any trade or business whatsoever or use of the same or permit the same to be used for any purpose other than that of private dwelling or do or suffer to be done therein any act or thing whatsoever which in the opinion of the Lessor may be a nuisance, annoyance or disturbance to the Lessor and persons living in the neighbourhood.

PROVIDED that, if any of the constituent member is desirous of using the said land of the flats thereon for a purpose other than that of private dwelling, the Lessor may allow such change of use on such terms and conditions including payment of additional premium and additional ground rent which lessor may in its absolute discretion determine.

16. The Lessor shall at all reasonable times grant access to the said land and flats thereon to the lessor or any officer duly authorised by the Lessor for being satisfied that the covenants and conditions contained herein have been and are being complied with.

17. The Lessee shall on the determination of the lease peaceably yield up the said land and flats thereon unto the Lessor.

PROVIDED that, if the lease is determined otherwise than on forfeiture and the flats or any of the flats are entered upon and taken possession of by the lessor, the lessor shall pay to the respective constituent member or members the value of his or their interest in the said land and fixtures on the date of the determination of the lease, the net value to be determined in the absence of an agreement between the lessor and the constituent member or members of Registered Agency concerned by arbitration as hereinafter provided.

18. If any sum recoverable hereunder or the yearly rent hereby reserved or any part thereof shall at any time be in arrear and unpaid for one calendar month next after any of the days whereon the same shall have been demanded or not or if it is discovered that this Deed has been obtained by suppression of any fact or by any mis-statement, mis-representation or fraud or if there shall have been in the opinion of the Lessor, whose decision shall be final, any breach by any of the constituent members of the Registered Agency or by any person claiming through or under him of any of the covenants or conditions contained herein and on his part to be observed or performed, then and in any such case, it shall be lawful for the lessor notwithstanding the waiver of any previous cause or right of re-entry upon the said land here by demised and the flats, thereon, to re-enter upon and take possession of the said land and or both the flats and fixtures thereon, therupon this Deed and

every thing herein contained shall case and determine the Constituent Member whose flat has been re-entered upon and the Constituent Member shall not be entitled to any compensation whatsoever nor to the return of any premium paid by him.

PROVIDED that, notwithstanding anything contained herein to the contrary, the Lessor may without prejudice to its right of re-entry as aforesaid and in its absolute discretion, waive or condone breaches, temporarily or otherwise, on receipt of such amount and on such terms and conditions as may be determined by it and may also accept the payment of the rent which shall be in arrear as aforesaid together with interest at the rate of six per cent per annum.

19. No forfeiture or re-entry shall be effected until the lessor has served on the Constituent Member or Member a notice in writing.

a) Specifying the particular breach complained of, and

b) If the breach is capable of remedy requiring the Constituent member or the Members to remedy the breach, and the Constituent Member or the Members fails or fail within such reasonable time as may be mentioned in the notice to remedy the breach if it is capable of remedy and in the event of forfeiture or re-entry the Lessor may, in its discretion, relieve against forfeiture on such terms and conditions as it thinks proper,

Nothing in this clause shall apply to forfeiture or re-entry (a) for breach of covenants and conditions relating to sub-division or amalgamation, erection, re-erection, addition or alteration to the flats and transfer of the said land or the flat as mentioned herein before, or (b) In case this Deed has been obtained by suppression of any fact, mis-statement, mis-representation or fraud.

20. The rent hereby reserved shall be enhanced from the First day of January one thousand nine hundred and \_\_\_\_\_ and thereafter at the end of each successive period of 30 years provided that the increase in the rent fixed at each such time shall be exceed 100 per cent of that payable immediately before the enhancement is due.

21. In the event of any question, dispute or difference arising under these presents, or in connection therewith (except as to any matters the decision of which is specially provided by these presents) whether between the lessor, the Registered Agency, and its constituent members or between the constituent members, themselves, or between the Registered Agency and its constituent members the same

shall be referred to the sole arbitration of the person appointed by the Lessor. It will be no objection to any such appointment that the arbitrator so appointed is a Government servant, or official of the D.D.A. and that he has to deal with the matters to which deed relates, or that in the course of his duties as a Government servant or official of the D.D.A. expressed views on all or any of the matters in dispute or difference. The award of arbitrator so appointed shall be final and binding on the parties.

The Arbitrator may, with the consent of the parties, enlarge the time from time to time for making and publishing the award.

Subject as aforesaid the Arbitration Act, 1940, and the Rules thereunder any modification thereof for the time being in force shall be deemed to apply to the Arbitration proceedings under this clause.

22. All notices, orders, directions consents, or approvals to be given under this deed shall be in writing and shall be signed by such officer as may be authorised by the Vice-Chairman.

23. All powers exercisable by the lessor may be exercised by the Vice-Chairman.

24. The Delhi Development Authority (Management & Disposal of Housing Estates) Regulations 1968 as amended from time to time shall be deemed to be applicable to this deed.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

#### **THE SCHEDULE I ABOVE REFERRED TO**

All that plot of land appurtenant to flats Nos.....  
in Block No.....in.....housing  
Estate at.....and measuring.....sq. yds./  
acres or thereabout and bounded as follows :-

NORTH

EAST

SOUTH

WEST

and shown in the annexed plan and marked with ist boundaries in red.

**SCHEDULE-II**

(Name of Constituent Members and yearly rent as attached hereto)

|  |                           |                          |
|--|---------------------------|--------------------------|
| Name of the<br>Constituent Member<br>Signed by all Constituent<br>Members of the Registered<br>Agency. | No. of flat<br>allotted . | Amount of<br>yearly rent |
|--|---------------------------|--------------------------|

1..... Witness :-.....

2..... 1.....

3..... 2.....

4.....

5.....

Signed by Shri/Shrimati.....

Witness .....on 1.....

behalf of the Registered Agency 2.....

Signed by Shri.....

Witness

for and on behalf of the 1.....

Delhi Development Authority 2.....

**SCHEDULE-II**

|       |          |                      |                    |
|-------|----------|----------------------|--------------------|
| S.No. | Flat No. | Name of the allottee | yearly ground rent |
| 1     | 2        | 3                    | 4                  |

# DRAFT CONSTITUTION OF THE AGENCY

## I. PRELIMINARY

- 1 The Agency shall have only those members who have complied with the provisions of the Delhi Development Authority (Management and Disposal of Housing Estate) Regulations, 1968.
- 2 The name of the Agency shall be.....  
..... and the registered address shall be.....

## II. DEFINITION

- 3 Words and expressions shall have the following meaning unless the subject matter or context are inconsistent therewith.
  - (a) The 'Agency' means the Flat/House Owners Agency formed under Regulations No.30 of the Delhi Development Authority (Management & Disposal of Housing Estates) Regulations, 1968.
  - (b) The 'Act' means the Delhi Development Act, 1957 (No, 61 of 1957).
  - (c) The 'Regualtions' means the Delhi Development Authority (Management & Disposal of Housing Estates) Regulations, 1968, made under Section 57 of the Delhi Development Act, 1957.
  - (d) The 'Common Portions' and 'Common Services' have the same meaning as in Delhi Development Authority (Management & Disposal of Housing Estates) Regulations, 1968.
  - (e) Other words and expressions not mentioned herein above shall have the same meanings as given in the Act, and the Regualtions made thereunder.

## III. OBJECTS

- 4 The objects of the Agency shall be :—
  - (a) To discharge responsibility, as laid down in the regulations, for the maintenance, running, unkeep and keeping in good condition the Common portions and the Common Services of the flats, which have been allotted to its constituent members.
  - (b) To pay all rates, fees, taxes, charges, assessments Municipal or otherwise and other levies of whatsoever nature as provided in the Regulations and

Agreements executed with the Authority and also to pay on behalf of the members, all rates, fees, taxes charges, assessments Municipal or otherwise and other levies of whatsoever nature, which are payable by the individual constituent member in pursuance of the Regulations and agreements executed with the Authority, if so decided by the majority of the members of the Agency at a general meeting.

- (c) To look after the interest of the constituent members.
- (d) To enter into Agreements with the Authority in accordance with the Regulations;
- (e) To be co-lessees of the Authority by executing a lease-deed as provided in the regulations;
- (f) To organise cultural activities and communitarian life among the families of the constituent members in particular and to participate in such cultural activities in the neighbourhood in general;
- (g) To hold any property or land either from the Authority or from a local body or any other person so as to facilitate the carrying out of the above mentioned cultural activities;
- (h) To undertake construction for the benefit of the constituent members in accordance with the regulations and agreements with the Authority;
- (i) To organise facilities for the education of the children residing in the neighbourhood and for maintenance of libraries or reading rooms for general use among the members;
- (j) To undertake to encourage or participate in activities for the welfare of the residents and the neighbourhood;
- (k) To do such things as are incidental or conducive to the attainment of any or all of the above projects.

#### IV—FUNDS

5. Funds of the 'Agency' shall consist of :—

- (a) Share Money;
- (b) Contributions payable by members for the maintenance, running, up-keep and keeping in good conditions for the Common Portions and Common Services of the flats;

- (c) Contributions payable by members against rates, fees, taxes, charges, assessments Municipal or otherwise and other levies or whatsoever nature, in respect of Common Services and Common Portions and contributions, against rates, fee, taxes, charges, assessments Municipal or otherwise and other levies, which are payable direct by the constituent members but, which have been decided to be paid through the Agency by the general body of the 'Agency';
- (d) Deposits by members; and
- (e) Donations and other receipts, if any,

#### V—ACCOUNTS

6. An account shall be opened by the 'Agency' in a Scheduled Bank into which all monies received by the 'Agency' shall be paid provided that the Treasurer may retain in his custody a sum not exceeding Rs. 100/- (Rupees one hundred) for petty expenses. All payments above Rs. 50/- shall be made by cheques signed jointly by the Treasurer and President and in Treasurer's absence by the Secretary and in the President's absence by the Vice-President.

7. The Agency shall on or before the 30th April of each year or within such extended time limit as prescribed in writing by the Vice-Chairman prepare an annual accounts for the preceding financial year.

- (a) Income and expenditure Account;
- (b) Balance Sheet showing summary of all the assets and liabilities of the Agency giving such particulars as may disclose the general nature of the assets and the liabilities and how the value of fixed assets has been arrived at.

8. A true copy of the annual accounts shall be furnished to every member and to the Vice-Chairman within thirty days from the date on which it should be ready as aforesaid.

9. Every such annual account shall be accompanied by a complete list of members showing their names, flat Nos. and share capital held by each and donations, if any, made by each.

#### VI—MEMBERSHIP

10 Only those persons who are allottees of the flats of the Authority can be members of the Agency and no person who is not a member of such Agency can secure a flat from the Authority.

11. Every member shall hold a minimum of one share in the Agency each of the value of Rs. 100/- for which he shall be entitled to receive a share certificate from the Agency.

12. Every member shall have to pay as a deposit to the Agency a sum not less than the aggregate amount of one month's charges, as determined by the Authority representing maintenance charges of the Common Portions and common services. In addition, every member shall have to pay the said aggregate amount every month in advance and any other charges either by way of deposit or monthly or periodical charges that the Managing Committee of the Agency with the authority of the General Meeting of Agency would decide. If any member fails to make the payment demanded by the Agency, the amount is liable to be recovered as arrears of land revenue as provided in the regulations.

13. Every member shall be furnished with a membership certificate.

14. No member can transfer his membership to any other except with the previous permission of the Authority, given only with the consent of the Managing Committee and such permission if given shall be governed by the relevant provision of the Agreements entered into with the Authority.

15. On the death of a member the nominee of the member shall be the holder of the membership the share the deposit and other monies to the credit of the deceased in any. In case, there is no nominee the heir/heirs of the member shall be jointly brought on record as the holder of the membership the share the deposit and other aforesaid monies.

## VII—GENERAL MEETINGS

16. The first general meeting of the agency shall be called by the Vice-Chairman or his delegate as soon as possible after the registration of the Agency. This meeting will transact the special business of electing a President, a Vice-President, Secretary, a Treasurer and one member to constitute the Managing Committee who shall take immediate steps to execute the Agreement with the Authority.

17. (a) The following business shall be transacted at every Annual General Meeting:

(i) Election of the President, the Vice-President, Secretary, Treasurer and one member to constitute the Managing Committee from amongst the members. The Vice-Chairman or delegate shall preside over the meeting;

(ii) Election of an internal auditor, who shall conduct the audit of the Agency's accounts and submit report to the Agency in the Annual General Meeting;



- (iii) Consideration fo any other business laid before it by the Managing Committee or of which notice shall have been given by a member to the Secretary not less than three days before such meeting.
- (b) In ascertaining the opinion of the members at the Annual General Meeting the Presiding Authority shall be guided by the simple majority vote of the members present at the meeting.
- (c) Every member shall have one vote and the person presiding over the meeting shall have the casting vote.
- (d) General Meetings, if any, other than the Annual General Meeting, shall be presided over by the President of the Managing Committee and in his absence by the Vice-President, and in the absence of both by any other member elected to the chair by a majority vote, provided that at the Annual General Meeting, in the absence of the Vice-Chairman or his delegate, the President of the Managing Committee shall preside even for the Annual General Meeting.

18. The Annual General Meeting would be called within three months after the date fixed for making up the accounts for the year. A special General Meeting may be called at any time by the Managing Committee and shall be called by the Secretary on receipt of a requisition from one-fifth of the total number of members or from the Vice-Chairman or any person authorised by him.

19. The notice convening every General Meeting shall state the time and place thereof and the designation of the officers if any and of the office-bearers, if any to be elected there at and every purpose for which it is being convened and shall be sent to the member at least 7 days before the date of the meeting, unless the meeting is an emergency meeting for which 48 hours notice shall be given. No general meeting shall become invalid only because of the non-receipt of a notice by any member.

#### VIII—MANAGING COMMITTEE

20. The Managing Committee shall be elected every year by the General body of members provided that outgoing members of the Managing Committee shall be eligible for being re-elected year after year.

21. Vacancies, whether temporary or otherwise in the Managing Committee, shall be notified to the Vice-Chairman within seven days from the date of dates when such vacancies arose and the Vice-Chairman shall fill such vacancies for the unexpired period.

## IX—POWERS OF THE MANAGING COMMITTEE

23. Subject to the control and supervision by the Vice-Chairman the management of the business of the Agency shall be vested in the Managing Committee.

24. With the written approval of the Vice-Chairman the Managing Committee, shall be entitled to fix the amount payable by every member to defray the following expenses:—

- (a) Payment of wages to the servants of the Agency;
- (b) Expenses connected with the current as well as special repairs, if any, of the fixtures to the property like lighting and other installations;
- (c) Expenses connected with the current as well as special repairs as and when required of the common portions of the building;
- (d) Any other expenses for the running of the agency provided that the corpus of such charges and expenditure may be varied from time to time on the basis of the experience and actuals.

25. The Managing Committee shall deposit the amount received for attending to common portions and common services in the Agency's Bank to defray the expenses for the maintenance of the property in a sound condition.

26. The Managing Committee shall have the following powers :—

- (a) To check the accounts of the Secretary or Treasurer and to examine the register and account books and to take steps for the recovery of the sums due to the Agency.
- (b) To sanction working expenses, count the cash balance and deal with other various miscellaneous business;
- (c) To see that the cash book is written up promptly and signed daily by the Treasurer;
- (d) To hear and deal with complaints;
- (e) To deposit the funds of the Agency in a Scheduled Bank;
- (f) To appoint, suspend, remove or discharge all officers, solicitors, managers, accountants, servants and employees of every description and fix their duties and remuneration and require them to give security, if necessary;
- (g) To enter into all contracts for and on behalf of the Agency and settle terms thereof;
- (h) To compromise and settle or contest either in a court of law or by arbitration and suit, debt, liability or claim by or against the Agency with the consent of the Vice-Chairman in writing;

- (i) To convene all meetings of the Agency according to the constitution;
- (j) To provide proper books for entering the accounts of all business of the Agency and the minutes of all the meetings thereof and of their own proceedings and for making all such entries as are hereby required;
- (k) To do all such other acts and things as are incidental to or which the Managing Committee may think conducive to the attainment of the objects of the Agency or any of them.

#### **X—PROCEEDINGS OF THE MANAGING COMMITTEE**

27. The Managing Committee shall meet at such times and places as they determine. Three members of the Committee shall constitute the quorum.

28. A meeting of the Managing Committee at which a quorum is present shall be competent to exercise all or any of the authority, powers and discretions vested in the Managing committee.

29. If both the President and Vice-President of the Managing Committee be absent from the meeting, those members of the Committee present shall elect one from amongst them, to be President for the occasion. No committee member shall vote on a matter in which he is personally and specifically interested.

#### **XI—SECRETARY/TREASURER**

30. The Secretary shall summon and attend all meetings of the Agency of the Managing Committee and shall record the proceedings thereof in the Minute Book under the signature of himself and the President of the meeting and in such manner as the committee direct.

31. The secretary shall prepare such statement relating to the business of the Agency as the Managing Committee may require and shall prepare and send all communications and returns required to be sent to the Vice-Chairman.

32. The Secretary shall have charge of all the documents and other papers and the seal of the Agency, if any, and shall keep account in such a manner as the Managing Committee directs.

33. The Secretary shall keep the registers of members, share register and all books relating to deposits etc.

34. The Secretary shall carry on correspondence of the Agency and shall supervise the general management of the property of the agency.

35. The Secretary shall in all things act in the discharge of his duties under the direction and control of the Managing Committee.

36. All receipts and payments on behalf of the Agency shall be done by the treasurer under the orders of the Managing Committee.

37. The Treasurer shall keep account of receipts and payments.

38. All receipt of the Agency shall be signed by the Secretary and the Treasurer. Other documents shall be signed by the President and the Secretary or the Treasurer.

39. The Secretary and the Treasurer may or may not be paid an honorarium, the quantum whereof shall be fixed by the Managing Committee.

## XII—GENERAL

40. Every member shall be taken to have due notice of any matter of which notice is given, if the same is made known by posting or sending a notice to the registered address of such member or by delivering of the notice to him, against signature showing the receipt of the same.

41. A member shall be allowed to inspect his own account at all reasonable hours at the registered office of the Agency or at any place where the same is kept subject to such regulations as to the time and manner of such inspection as may be made from time to time by the Managing Committee.

42. The seal, if any, of the Agency, shall be in the custody of the Secretary and shall be used only under the authority of a resolution of the Managing Committee and the instruments or deeds to which the seal is attached, shall be attested by any two members of the Managing Committee including the Secretary.

43. The Agency's financial year shall be from 1st of April to 31st March following and a copy of the balance sheet of the Agency shall be attested by two members of the Managing Committee including the Secretary.

44. Every person of the Agency's office handling or having charge of any monies of the Agency shall before reporting on duty of his office furnish, if required by the Managing Committee such security as the Managing Committee may fix.

45. No provision of this constitution shall be made, altered or abrogated without the written approval of the Vice-Chairman. The Vice-Chairman shall, before giving the approval call a meeting and take into consideration the view of the majority of the members present at such meeting provided that he can reject or modify any such proposal as may be inconsistent with the Act. Regulations made, and Agreement executed thereunder.