

**SALE DEED FOR SUPERSTRUCTURE OF RESIDENTIAL UNIT AND SUB-LEASE-
DEED FOR LAND**

Sale consideration Rs. _____

Super Area ----- Sq. Mtrs.

Stamp Duty Rs. _____

There is no facility of Club, Swimming Pool, Gymnasium and Crèche etc.

This indenture is made and executed at NOIDA on this _____ day of _____, 2011.

BETWEEN

New Okhla Industrial Development Authority, Distt. Gautam Budh Nagar, Uttar Pradesh, a Body Corporate Constituted Under Section-3 of The Uttar Pradesh Industrial Area Development Act, 1976, (U.P. Act no. 6 of 1976) (hereinafter referred to as the “LESSOR / FIRST PARTY”, which expression shall unless the contrary of repugnance to the context thereof include its successors and assigns) of the First Part.

AND

The **CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANIZATION (CGEWHO)**, registered under the Societies Act, 1860, having its registered office at **6th Floor, A Wing, Janpath Bhavan, Janpath, New Delhi-11001** through its Authorized Signatory **Shri Laxman Prasad Khandelwal Admin & Account Officer, CGEWHO S/o Shri Gopal Das Khandelwal, R/o 87-A, Lane No. 5, East Laxmi Market, Laxmi Nagar, Delhi-110092**, (hereinafter called the “LESSEE/SECOND PARTY), which expression shall unless the context requires a different or another meaning included is successors and assigns) of the Second Part.

LESSOR

LESSEE

SUB-LESSEE

AND

----- S/O ----- R/O Flat Number -----, Block -----, & STILT No -----, Block No. -----, ----- Floor, Phase----- at Kendriya Vihar-II, Sector-82, Noida, Distt. Gautam Budh Nagar, U.P.-201304, (hereinafter called the “**Sub-Lessee**”/ “**Third Party**” also called the allottee which expression shall unless inconsistent with the context or meaning include his/her heirs, executors, administrators, legal representatives and permitted assigns) of the Third Part.

WHEREAS by a lease executed on _____ and registered in the Office of the SUB-REGISTRAR, NOIDA (hereinafter called “**LEASE**”) between the New Okhla Industrial Development Authority, a body corporate constituted under section-3 of the U.P. Industrial Area Development Act, 1976 (U.P. Act, No. 6 of 1976) (hereinafter called the Lessor/First Part) and the Lessee, the NOIDA has demised on lease basis Plot bearing **No. 03, Sector-82, Noida, Distt. Gautam Budh Nagar, U.P.**, admeasuring _____ Sq. Meters. And more fully detailed and described in the schedule hereunto for 90 years commencing from _____. The land has been demised for the purpose of constructing residential units for the registrants of the Lessee on the terms and conditions, as specified in the said subsequent lease deed was registered with the Sub-Registrar, NOIDA, Vide Book No. _____, Volume No. _____, on pages _____ to _____ and bearing documents No. _____, _____, date _____.

LESSOR

LESSEE

SUB-LESSEE

The Lessee has constructed dwelling units on the terms and conditions laid down in the said Lease Deed and the complex is called **Kendriya Vihar-II**. It has various types of dwelling units in it.

AND WHEREAS under the said lease deed the Lessee can allot to its registrants a dwelling unit in NOIDA, including the undivided share of land, common areas and facilities appurtenant to the dwelling units on such terms as decided by the Lease.

AND WHEREAS the Allottee has applied to allotment of a dwelling unit and on the faith of the statements and representations made by the Allottee at various times, the Second Party has allotted and received considerations mentioned herein and delivered possessions of the fully finished Dwelling Unit ----- built in ----- **Floor** being **Flat Number ----, in Block ----, ---** -----, **Phase-V, STILT No. ----- , Block ---- , at Kendriya Vihar-II, Sector-82, Noida, Distt. Gautam Budh Nagar, U.P.**, built by **CGEWHO** and show in the Technical Brochure as supplied the Sub-Lessee having Super area of flat ----- Sq. Mtrs., in the aforesaid complex to the allottee with the consideration which has already been paid along with One time Lease Rent money in advance. The Sub Lessee will also observe covenants, terms and conditions, as laid down in the previously mentioned lease between the First Party and the Second Party and on the terms and conditions hereunder.

LESSOR

LESSEE

SUB-LESSEE

The Third Party/Sub-Lessee has carried out the inspection of the Building Plans of the said dwelling unit and have satisfied himself/ herself/ themselves as to the soundness of construction thereof and conditions and descriptions of all fixtures and fitting installed and/ or provided therein and also the common amenities, facilities and passage, appurtenant to the said dwelling unit and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the said Complex. The lessee hereby declares and the Sub-lessee solemnly affirm(I) that the allottee has paid the cost of superstructure and share of land to the lessee.

NOW THIS INDENTURE WITNESSETH AS FOLLOW:

That in consideration of the amount of Rs. _____

(Rupees _____ Only)

which includes the cost of superstructure and the share of land, paid by the Third Party to the Second Party receipt whereof the Second Party hereby acknowledges and the Third Party agreeing to observe and perform the terms and conditions herein mentioned, the Second Party hereby sell to the Third Party the superstructure of the Dwelling Unit **Type-----** built in -----
Floor being Flat Number -----, in Block -----, Phase----- & STILT No. ----- Block No. ----
at Kendriya Vihar-II, Sector-82, Noida, Distt. Gautam Budh Nagar, U.P., built by **CGEWHO** and show in the Technical Brochure as supplied the Sub-lessee having Super area of flat ----- **Sq. Mtrs.**, with sanitary, electrical and other, in the Group Housing Scheme **CGEWHO, Kendriya Vihar-II at Plot no. 03, Sector-82, Noida, Distt. Gautam Budh Nagar, U.P.,** and more particularly described in Schedule, hereunder written, and plan annexed hereto.

LESSOR

LESSEE

SUB-LESSEE

The Second Party simultaneously does hereby also Sub-lease unto the said third party, for unexpired portion of 90 years lease granted by Lessor/First Party, which commenced on _____ undivided title to the Land proportionate to the area allotted to the third party in relation to the total cost of the land.

1. The Vacant and peaceful possession of the super-structure of the dwelling unit has been given to the third party. The Lessor has received **one time Lease Rent** of the Plot from the Lessee and the Sub-Lessee is not to pay lease Rent to the Lessor during the un-expired portion of the said lease.
2. The third party/ sub-lessee without any rebate or deduction whatsoever and shall pay and any other taxes, charges, levies and impositions payable for the time being by the Second Party in relation to the land share of the Third Party.
3. The Third Party shall pay annual rents, taxes, charges, levies and impositions payable for the time being by the Second Party as occupier of the said dwelling unit as and when the same becomes due and payable and shall in addition thereto shall also pay all other liabilities, charges for repairs, maintenance and replacement etc. as per Maintenance Agreement between the Third Party and nominee of the Second Party.

LESSOR

LESSEE

SUB-LESSEE

4. The Second Party and Third Party shall, at all times duly perform and observe all the covenants and conditions which are contained in the said Lease executed between the Lessor and the Second Party and observe the same as applicable and relating to the land pertaining to the unit given to him/her/them.
5. Any transfer, Sale, assignment or otherwise parting with the said dwelling unit by the Third Party will attract payment of prevailing transfer charges in addition to whatsoever other amount is payable to the Lessor. The decision of the Lessor in respect of the transfer Charges will be final and binding.
6. The Sub-Lessee shall not mortgage the dwelling unit for securing any loan at any stage except with the prior permission of the Lessor in writing, which shall be obtained, or given by the Lessor as per the terms of the Lease.

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 amount payable to the Lessor on account of the unearned increase in the value of the land as aforesaid and the amount of Lessor's share of the said unearned increase shall be first charges, having priority over the said mortgage charge. The decision of the Lessor in respect of the market value of the said land and the amount payable by the Third Party to the First Party shall be final and binding on all parties concerned.

LESSOR

LESSEE

SUB-LESSEE

7. Notwithstanding the restrictions, limitations and conditions mentioned herein above, the Third Party shall be entitled to create tenancy of the whole of the dwelling unit for the purpose of the private dwelling for residential use only.
8. Whatever the title of the Second/Third Party in the said dwelling unit is transferred in any manner whatsoever the transferee shall be bound by all covenants and conditions contained herein or contained in the Lease between the First and the Second Party and he/ she/ they be answerable in all respects therefore in so far as the same may be applicable to effect and relate to the said dwelling unit.
9. In the event of the death of the Third Party the person on whom the title of the deceased devolves shall within three months of the devaluation, give notice of such devaluation to the Lessor and the Lessee.
10. The Third Party shall from time to time and at all the times pay directly to the local Govt./Local Authority or NOIDA, existing or to exist in future all rates, taxes, charged 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 dwelling unit hereby transferred or on the Third Party or his/ her/ their tenant/ occupant in respect thereof.

LESSOR

LESSEE

SUB-LESSEE

11. The Second/ Third Party shall in all respects comply with and be bound by the building, drainage and other bye-laws of the NOIDA Authority or other Authority for the time being in force or to exist in future.
12. The Second Party/ Third Party shall not without the sanction or permission in writing of the Lessor, erect any building or make any alteration or sub-divide or amalgamate such transferred/ Sub- leased dwelling unit.
13. The Third Party will use the dwelling unit for residential purpose and for no other purposes.
14. The Second Party/ Third Party shall not in any manner whatsoever encroach upon the common land areas and facilities and services not handed over to him/ her/ them. All unauthorized encroachment made by the Second/ Third Party shall be liable to be moved at his/ her/ their cost.
15. The Second Party/ Third Party shall on the expiry of the lease of the land, peacefully hand over the said land unto the Lessor and removing the superstructure within the stipulated period. The land hereby sub-leased shall always remain indivisible and unidentified similarly the Third Party shall have the right of usage of common areas and will not have any right of possession of the same.
16. The Second Party/ Third Party shall insure the premises comprehensively either singly or collectively with other allottees and keep the insurance current at all times.

LESSOR

LESSEE

SUB-LESSEE

17. The Third Party is citizen of India and Competent to contract. Sub lessee/ dependent children's should not own in full or in part on lease hold/ free hold/ HPTA basis any residential plot/ home/ flat in Noida Complex.
18. The Second/ Third Party and all other persons claiming under him/ her/ them shall ensure that the premises are kept in good shape and repairs and that no substantial material damages are caused to the premises or to the sanitary works therein.
19. Stamp Duty, registration charges and other all incidental charges required for execution and registration of this Deed have been borne by the Third Party.
20. After this deed is executed, no disputes or differences relating to the registration, booking and allotment and in all such other matters as are instrumental to these and are likely to affect the mutual right, interest, privileges and claim of the Second/ Third Party would be entertained. In the event of any dispute, still arising with regard to the terms and conditions of this deed the same shall be subject to the jurisdiction of Dist. Court Gautam Budh Nagar, and the High Court of Judicature, Allahabad.

LESSOR

LESSEE

SUB-LESSEE

21. In case of any breach of the terms, and conditions of this deed by the Second/ Third Party the Lessor will have the right to re-enter the demised dwelling unit after determining the sub lease. On re-entry of the demised dwelling unit, if it is occupied by any structure build in an un-authorized manner, by the Second Party/ Third Party, the lessor will remove the same at the expense and cost of Second Party/ Third Party. At the time of re-entry of the demised dwelling unit the lessor may re-allot the same to any other person.

22. If the Third Party is found to have obtain the allotment, sub-lease of the demised premises by any misrepresentation/ mis-statement or fraud this deed may be cancelled and the possession of the demised premises may be taken over by the Lessor and the Second Party/ Third Party in such an event will not be entitled to claim any compensation in respect thereof.

23. All notices, orders and other documents required under the terms of the sub-lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U. P. Act No. 6, of 1976) or any rule or regulation made or directions issued there under shall be deemed to be duly served as provided under Section 43 of the Uttar Pradesh Urban Planning and Development Act, 1973, as re-enacted and modified by the Uttar Pradesh President's Act (re-enactment with modification) Act, 1974 (U.P. Act No. 30 of 1974). The rule/regulation of U.P. Flat Ownership Act, 1975 shall be applicable on Lessee/ Sub-Lessee. The Provision of U.P. Industrial Area Development Act, 1976 and rules/regulation framed under the Act or any direction issued shall be binding on the Lessee/ Sub- Lessee.

LESSOR

LESSEE

SUB-LESSEE

24. All powers exercisable by the Lessor under the deed may be exercised by the Chairman/ Chief Executive Officer of the Lessor. The Lessor may also authorize any of its other officers to exercise all or any of the powers exercisable by it under this Deed.

Provided that the expression Chairman/ Chief Executive Officer shall include the Chief Executive Officer for time being or any other Officer who is entrusted by the Lessor with the functions similar to those of the Chairman/ Chief Executive Officer.

25. All clauses of the Lease Deed executed by Noida in favour of The **CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANISATION**, on _____ shall be applicable to this Deed. In case of any repugnancies of any provision of the Lease Deed and this Deed the former shall prevail.

PHOTOGRAPHS OF WITNESSES:-

LESSOR

LESSEE

SUB-LESSEE

SCHEDULE OF PROPERTY

Dwelling Unit **Type-----** built in ----- **Floor** being **Flat Number ----**, in **Block ----**, **Phase----**, **STILT No. ----** , **Block -----**, at **Kendriya Vihar-II, Sector-82, Noida, Distt. Gautam Budh Nagar, U.P.**, built by **CGEWHO** and show in the Technical Brochure as supplied the Sub-lessee having Super area of flat ----- **Sq. Mtrs.**

The boundaries of the property are as under:

NORTH-EAST	as per site
SOUTH-EAST	as per site
SOUTH-WEST	as per site
NORTH-WEST	as per site

IN WITNESS WHERE OF THE Parties have hereunto set their hands, the day and year first written.

1ST Witness

Signed and delivered by

For & on behalf of the First Party
(New Okhla Ind. Dev. Authority)

2nd Witness

For & on behalf of the Second Party
(CGEWHO)

Sub-lessee(s)/ Third Party/ies