

SALE DEED FOR SUPERSTRUCTURE OF RESIDENTIAL UNIT

AND

SUB-LEASE DEED FOR LAND

Present market value	: Rs. ___/-
Total Sale Consideration	: Rs. 0/-
Total Super Area	: 0 Sq. Ft. (i.e. 0.00 Sq. Mtrs.)
Covered/Built-up Area	: 0 Sq. Ft. (i.e. 0.00 Sq. Mtrs. Approx)
Carpet Area	: 0 Sq. Ft. (i.e. 0.00 Sq. Mtrs. Approx)
Stamp Duty	: Rs. 0/-
Car Parking	: (___)
Tower	: _____
Flat No	: - _____
Project	: Cleo County (GH-05, Sector-121, Noida)
Floor	: Floor (without roof right)
Total Floor	: _____
Circle rate(flat)	: Rs. 40000/- per sq. meters Plus 15% extra for facilities
Power Back Up	: Yes
Lift	: Yes
Security guard	: Yes
Club/community centre	: Yes
Gym	: Yes
Swimming pool	: Yes

(Stamp Duty is paid according to chapter 3, praroop-5KHA, Page NO. 23, V-Code NO. 0152, of circle rate list.)

New Okha Industrial Development Authority

IV County Private Limited

(Lessor)

(Lessee)

(Sub-Lessee(s))

This indenture is made and executed at NOIDA on this ____ day of
____ 20 ____

BETWEEN

New Okhla Industrial Development Authority, District Gautam Budh Nagar, Uttar Pradesh, a Body Corporate constituted under Section 3 of the Uttar Pradesh Industrial Development Act 1976 (U.P. Act No.6 of 1976) (hereinafter referred to as The "**LESSOR**" which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) of the First Part;

AND

IV County Private Ltd, a Company registered under the Companies Act 1956 and having its registered office at **Cleo County GH-5, Sector-121, Noida** and Corporate Office A-39, Sector – 63, Noida (Uttar Pradesh) through its authorized signatory _____ S/o _____ R/o A-39, Sector – 63, Noida (Uttar Pradesh), and executed an Authentic Power of Attorney duly registered vide Book No. 6 Volume 1 Page 1 to 26 S.No. 1 Dated 18.01.2018 with the Sub-registrar sadar - 3 at Gautam Budh Nagar in favour of Mr. Kamlesh Bhatt S/o Sh. H.P. Bhatt for the presentation of the duly executed document for registration in the Sub –Registrar office. (hereinafter referred to as the "**LESSEE**" by virtue of sanction granted by the LESSOR, which expression shall unless Contrary or repugnant to the context thereof include its successors and assigns) of the Second Part (**PAN of Company- AACCI9503M**)

AND

_____ (**PAN** _____), **Phone No.** _____, R/o _____ (hereinafter referred to as the "**SUB-LESSEE**", which expression shall unless contrary or repugnant to the context or meaning thereof shall include his/her heirs, executors, administrators, legal representatives, permitted assigns) of the Third Part;

“WHEREAS by a Lease executed on 17th day of October, 2007 and registered in the office of the Sub-Registrar-III, Noida (hereinafter called the ‘LEASE’) between NOIDA, a body corporate constituted under Section 3 of the U.P. Industrial Development Act 1976 (U.P. Act No. 6 of 1976) (hereinafter called the Lessor) and M/s IVRCL Limited. The Lessor has demised on leasehold basis the Plot No. GH-05, sector

121, Noida, District Gautam Budh Nagar, (U.P.) admeasuring 99820 sq. meters for 90 years commencing from 17.10.2007 yielding and paying lease rent on the terms and

New Okhla Industrial Development Authority

IV County Private Limited

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conditions contained in the said Lease. The land has been demised for the purposes of constructing and developing group housing complex thereupon and for allotment of dwelling Units to the Applicants of the Lessee on the terms and conditions, as specified in the said Lease Deed. The Lease Deed is registered with the **Sub-Registrar-III**, vide Book/Bahi No. **1**, Jild No. **1111**, on pages from **385** to **434** at SL No.: **3191** dated **17-10-2007** and Correction Deed is registered with the **Sub-Registrar-III**, vide Book/Bahi No. **1**, Jild No. **1117**, on pages from **87** to **96** at SL No.: **3248** dated **23-10-2007**. M/s IVRCL Ltd was substituted by M/s I V County Private Ltd., a company incorporated under the provisions of the Companies Act, 1956, having its Registered Office Cleo County GH-5, Sector-121, Noida and Corporate Office A-39, Sector – 63, Noida (Uttar Pradesh) bearing CIN U70102UP2012PTC093533 dated 17th of February 2012 and GST No 09AACCI9503M1Z7 by „Supplementary lease deed executed in favour of I.V. County Pvt. Ltd. vide Book/Bahi No. **1**, Jild No. **4834**, on pages from **251** to **268** at SL No.: **3072** dated **03-11-2015**.

The Lessee has constructed dwelling units on the said plot as per the terms and conditions laid down in the said Lease Deed and the Group Housing Complex is called '**Cleo County**'. It has various types of dwelling units in it. The Lessee has obtained the relevant completion certificate from the competent authority for the aforesaid tower in the project in which the said flat is allocated.

AND WHEREAS under the terms of the Lease Deed the Lessee can allot to its applicants a dwelling unit in the housing complex, including undivided share in land, common areas and facilities appurtenant to the dwelling units on such terms as decided by the Lessee.

AND WHEREAS the Sub-Lessee had applied for allotment of a dwelling unit and on the faith of the statements and representations made by Sub-lessee at various stages, the Lessee has allotted and received consideration mentioned herein and shall deliver possession of the dwelling unit bearing No.- _____ in tower _____ on Floor of the aforesaid housing complex to the Sub-Lessee. The Sub-Lessee will also observe covenants, terms and conditions, as laid down in the previously mentioned Lease Deed between the Lessor and the Lessee and on the terms and conditions specified in the Allotment Letter **dated 19-Jan-2018** executed between the Lessee and Sub-Lessee.

The Sub-Lessee has carried out the inspection of the Building plans of the said dwelling unit, and has satisfied itself as to the soundness of construction thereof as well as conditions and descriptions of all fixtures and fitting installed and/or provided therein and

also the common amenities and passages, 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 housing complex.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

That in consideration of the amount of **Rs.0/- (____)** which includes the cost of superstructure and the undivided proportionate interest in the land, paid by the Sub-Lessee to the Lessee, the receipt of which the Lessee hereby acknowledges, the Lessee do hereby sell, transfer and convey to the Sub-Lessee the superstructure/built-up area of the dwelling unit Bearing No. ____/____ having Super Area **0Sq. Ft. (i.e. 0.00 Sq. Mtrs.)** and covered/built-up area **0 Sq. Ft. (i.e.0.00 Sq. Mtrs.)** carpet area **0 Sq Ft.(i.e. 0.00Sq Mtrs.)** on Floor with sanitary, electrical and other fittings& fixtures, in the Group Housing Complex '**Cleo County**' developed by the Lessee on the said land i.e. Plot GH-05, Sector -121, Noida, GautamBudh Nagar-201301 (U.P.) and more particularly described in Schedule of Dwelling Unit and plan annexed hereto.

That the Lessee simultaneously do hereby also sub-leases unto the Sub-Lessee for the un-expired period of 90 years lease granted by Lessor, which commenced on 17.10.2007, the undivided, unidentified title to the Land proportionate to the area allotted to the Sub-Lessee in relation to the total area of the land on the following terms and conditions:

1. That the vacant and peaceful possession of the super structure of the dwelling unit has been given by the Lessee to the Sub-Lessee with the execution of this Deed. The Lessee after inspecting the dwelling unit has satisfied itself about the specifications, quality of workmanship and material used, and undertakes not to raise any dispute or claim against the Lessee in respect thereof.
2. That the Lessor has received one time Lease Rent of the Plot from the Lessee; and the Sub-Lessee is not liable to pay any Lease Rent to the Lessor during the un-expired portion of the said Lease of 90 years which commences on 17.10.2007.
3. That the Sub-Lessee without any rebate or deduction whatsoever shall pay to the Authority any and all other taxes, charges, levies and impositions, payable for the time being by the Lessee in relation to the proportionate share of the Sub-Lessee in the Land in terms of the Lease Deed or otherwise.
4. That the Sub-Lessee shall pay annual rents, taxes, charges, levies and impositions payable for the time being by the Lessee as occupier of the said dwelling unit as

and when the same becomes due and payable and shall in addition thereto also pay all other liabilities charges for repairs, maintenance and replacement etc. as per Maintenance Agreement executed between the Sub-Lessee and nominee of the Lessee.

5. That for computation purpose, the super area means and includes the built up covered area of the flat plus proportionate areas under the corridors, passages, staircase, underground/overhead water tanks, munties, entrance lobbies, electric sub-station, pump house, shafts, guard rooms, club and other common facilities, architectural features, lift wells, lift rooms, circulation area etc. The Sub-Lessee shall get exclusive possession of the built-up covered area of the flat and is being transferred the title of the same along with undivided, impartible, unidentified title to the share of the Land in the Housing Complex in proportion to the super area of the said dwelling unit to the total super area constructed in the Housing Complex through this Sub Lease Deed. The Sub-Lessee shall have no right, interest or title in the remaining part of the complex such as club facilities, parking spaces, roads, parks, overhead water tanks, underground water tanks, electric sub-station, open areas, entrance lobbies, munties, pump house, shafts, architectural features, lift wells, lift rooms, circulation area, guard rooms etc., except the right of ingress and egress in common areas, which shall remain the property of the Lessee. The right of usage of the common facilities is subject to the covenants herein and up to date payments of all dues.
6. That the Lessee and the Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions which are contained in the said Lease Deed executed between the Lessor and the Lessee and observe the same as applicable and relating to the land and the unit given to it.
7. That any transfer, sale, assignment or otherwise parting with the said dwelling unit by the Sub-Lessee, will attract payment of then prevailing transfer charges, and no objection certificate from the Lessee, in addition to whatsoever other amount as payable to the Lessor. The decision of the Lessor/Lessee in respect of the transfer charges and permission for transfer will be final and binding upon the Sub-Lessee.
8. That the sub-Lessee shall not mortgage the said 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 terms of the Lease.

Provided that in the event of the sale or forfeiture 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 proportionate land as aforesaid. The amount of Lessor's share of the said unearned increase shall be first charge, having priority over the said mortgage charge. The decision of the Lessor in respect of the market value of the land and the amount payable by the Sub-Lessee to the Lessor shall be final and binding upon all concerned parties.

9. That notwithstanding the restrictions, limitations and conditions mentioned herein above, the Sub-Lessee shall be entitled to create tenancy of the whole of the dwelling unit for the purposes of the private dwelling only.
10. That wherever the title of the Lessee/Sub-Lessee 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 Deed between the Lessor and the Lessee and it be answerable in all respects thereof in so far as the same may be applicable and relate to the said land or the dwelling unit.
11. That in the event of death of the Sub-Lessee, the person on whom the title of the deceased devolves shall within three months of the devolution, give notice of such devolution to the Lessor and the Lessee.
12. That the Sub-Lessee shall in terms of the lease at all times pay directly to the Lessor, the Government or any other Authority, Local Bodies existing or to exist in future all rates, taxes charges and assessments leviable by whatever name, in respect of the Land or the dwelling unit 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 to the Sub-Lessee or its tenant/occupant in respect thereof.
13. That the Lessee/Sub-Lessee shall in all respect comply with and be bound by the building, drainage, and other by-laws of the Noida Authority or other Authority for the time being in force or to exist in future.
14. That the Lessee/Sub-Lessee shall not without the sanction and permission in writing of the Lessor, erect any building, or make any alteration or subdivide or amalgamate such transferred/ Sub-Leased dwelling unit.

15. That the Sub-Lessee will use the dwelling unit for residential purpose and for no other purposes.
16. That the Sub-Lessee shall not in any manner whatsoever encroach upon the common land areas and facilities and services not handed over to it. All unauthorized encroachments made shall be removed at the cost of the Sub-Lessee.
17. That the Sub-Lessee of Ground Floor dwelling unit in the Housing Complex will be entitled to the use of the sit out area/ balcony earmarked for such flats, for the limited purpose of keeping the same as green. No construction, temporary or permanent is permitted on such sit out areas/balconies. The right of Sub-Lessee shall however be subject to provisions of U.P. Ownership of Flats Act, 1975 and Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 or any amendment thereafter.
18. That the Sub-Lessee of Top Floor dwelling unit shall not have any exclusive rights of use of the terrace above the dwelling unit unless specified. However, maintenance agency of the complex shall have right to use the terrace for maintenance/upkeep of water tanks or any other purpose requiring use of the terrace. The terrace shall also be available to the occupants of the building/tower in times of emergencies like fire, and other emergencies. No construction, temporary or permanent, is permitted upon the terrace or any part thereof. The right of Sub-Lessee shall however be subject to provisions of U.P. Ownership of Flats act, 1975 and Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 or any rules and amendments thereafter.
19. That the Lessee/Sub-Lessee shall on the expiry of the lease of the land, peacefully hand over the said land unto the Lessor after removing the superstructure within the stipulated period. The land hereby sub leased shall always remain un-divisible and unidentified. Similarly the Sub-Lessee shall have the right of usage of common areas and will not have any right of possession of the same.
20. The Lessee/Sub-Lessee shall insure the premises comprehensively either singly or collectively with other Allottees and keep the insurance current at all times.
21. That the Lessee/Sub-Lessee and all other persons claiming under it 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.

22. That the Stamp duty, registration charges and all other incidental charges required for execution and registration of this Sub Lease Deed shall be borne by the Sub-Lessee.
23. That after this Deed is executed, no disputes or differences relating to the registration, booking and allotment in all such matters as are instrumental to these and are likely to affect the mutual right, interest, privileges and claim of the Lessee/Sub-Lessee, would be entertained. That all disputes, including arbitration, if any, still arising with regard to the terms and conditions of this deed and interpretation thereof the same shall be subject to the jurisdiction of Distt. Court, GautamBudh Nagar and the High Court of Judicature, at Allahabad.
24. That in case of any breach of the terms and conditions of this Deed by the Lessee/Sub-Lessee the Lessor will have the right to re-enter the demised dwelling unit after determining the Sub Lease. On re-entry to the demised dwelling unit, if it is occupied by any structure build in an un-authorized manner, by the Lessee/Sub-Lessee, the Lessor will remove the same at the expenses and cost of the Lessee/Sub-Lessee. At the time of re-entry of the demised dwelling unit the Lessor may re-allot the same to any other person.
25. That if the Sub-Lessee is found to have obtained the allotment, sub lease of the demised premises by any mis-representation/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 Lessee/Sub-Lessee in such an event will not be entitled to claim any compensation in respect thereof.
26. That 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 and The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (as amended from time to time) shall be applicable on Lessee/Sub-Lessee.
27. That 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 the time being or any other officer who is entrusted by the Lessor with the functions similar to those of Chairman/Chief Executive Officer.

28. That all clauses of the Lease Deed executed by Lessor in favour of Lessee i.e. M/s IVRCL Limited, dated 17.10.2007 and which was subsequently permitted to be substituted in favour of M/s IV County Private Ltd by virtue of letter No. NOIDA/GH/GH-05-121/2012/3016 dated 29.08.2012, shall be applicable to this Deed also. In case of any repugnance's of any provision of the Lease Deed and this Sub Lease Deed, the provisions under former shall prevail.
 29. That the Lessor shall have the right to recover the dues, if any, from the Lessee/Sub Lessee or their Successors as per rules, at the rate of interest as per the terms and conditions laid in the Lease-Deed/Sub-Lease Deed.
 30. That the Lessee/Sub-Lessee shall make such arrangement as are necessary for maintenance of the building and common services and if the building is not maintained properly, the Chief Executive Officer or any officer authorized by the Chief Executive Officer, will have the power to get the maintenance done through the authority and recover the amount so spent from the Lessee/Sub-Lessee. The Lessee/Sub-Lessee will be individually and severally liable for payment of the maintenance amount.
- The rules/regulations of U.P. Ownership of Flats Act, 1975 and the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (as amended from time to time) shall be applicable on the Lessee/Sub-Lessee. No objection on the amount spent for the maintenance of the building by the Lessor shall be entertained and decision of the Chief Executive Officer, Noida in this regard shall be final and binding upon the parties concern.
31. That the Sub-Lessee shall not display or exhibit any picture, poster, statue or their articles which are repugnant to the morals or are indecent or immoral. The Sub-Lessee shall also not display or exhibit any advertisement or placard in any of the exterior wall of the building, except at a place specified for the purpose by the Lessee.

New Okha Industrial Development Authority

IV County Private Limited

(Lessor)

(Lessee)

(Sub-Lessee(s))

32. That the Lessee has provided certain recreational facilities for the common use of the occupants of the complex. The Sub-Lessee shall be entitled to use the same and shall at all times abide by the rules/regulations framed by the Lessee for the use of such facilities.
33. That other Terms & Conditions of the brochure of scheme, allotment, lease deed & building bye-laws as amended from time to time shall be binding and shall be applicable on the Lessee/Sub Lessee. That all the terms and condition of flat buyer agreement signed between Lessee & Sub Lessee shall be binding and shall be applicable on the Sub-Lessee.
34. This Sub Lease is Executed Subject To Final Decision Of Original Application No. 375 Of 2015 (MA No. 892/2015, 893/2015 & 894/2015) Paramveer Singh V/s Union Of India And Others, Pending Before The NATIONAL GREEN TRIBUNAL, NEW DELHI.

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New Okha Industrial Development Authority

IV County Private Limited

(Lessor)

(Lessee)

(Sub-Lessee(s))

SCHEDULE OF DWELLING UNIT

Dwelling Unit No.- _____ Tower No. _____ on Floor in the Complex known as "**Cleo County**" constructed at Plot No.GH-05, Sector -121, Noida, GautamBudh Nagar-201301 (U.P.) having Super Area of **0** Sq. Ft. (i.e. 0.00Sq. Mtrs. Approx) and Covered/Built-Up Area of **0**Sq. Ft. (i.e.0.00 Sq. Mtrs. Approx)and Carpet Area**0 Sq Ft.**(i.e. 0.00Sq Mtrs.)comprising of _____ together with proportionate undivided impartible interest in land on sub-lease basis, as per enclosed plan, and bounded as follows:

East:	}	As Per Lease-Plan Attached.
West:		
South:		
North:		

IN WITNESS WHEREOF, the parties have signed and executed this Deed on this day, month and year first written above in the presence of:

WITNESSES:

SIGNED AND DELIVERED BY

1.

(LESSOR)
(New OkhlaIndustrial Development Authority)

2.

(LESSEE)
(I.V. County Private Limited)

(SUB-LESSEE(S))