

**SALE DEED FOR SUPERSTRUCTURE OF RESIDENTIAL UNIT AND
SUB-LEASE DEED FOR LAND
(Subject to final approval by the competent authority –GNIDA)**

Present market value	: Rs./-
Total Sale Consideration	: Rs./-
Total carpet Area	: i.e. Sq. Mtrs.
Stamp Duty	: Rs...../-
Car Parking	:
Floor Level	:
Total Floor	:
Circle rate (flat)	: Rs. per sq. meter
	Plus extra for facilities

(Stamp Duty is paid according to Chapter 3, Praroop-5KHA, Page No. 54, V-Code No. 0083, of circle rate list.)

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

BETWEEN

Greater Noida 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

S.A.G. Realtech Private Limited, a Company registered under the Companies Act 1956 and having its registered office at 65, Shreshtha Vihar , Delhi-110092, through its authorized signatory, S/o:-, vide authority letter dt., (hereinafter referred to as the "**LESSEE**" which expression shall unless Contrary or repugnant to the context thereof include its successors and assigns) of the Second Part;

The said **MR.** authorized signatory of Lessee Company **S.A.G. Realtech Private Limited**, has authorized and appointed to present the Sub-Lease Deeds for registration before the Concerned Sub-Registrar Noida District Gautam Budh Nagar, U.P. in respect of the dwelling Units/flats/Apartments and other Units constructed in the group

housing complex “**Civitech String**” at Plot No. **GH-02B, Sector-12, Greater Noida-UP**. The said Authentic Power of Attorney has been registered in the office of Sub-Registrar-Sadar, Greater Noida, Gautam Budh Nagar, U.P., on dated, as document No., in Bahi No..... , Jild No., on pages to

AND

Mr. **S/O:** **Mr.** & (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;

(3)

WHEREAS by a Lease Deed executed on **17.04.2013** and registered in the office of the Sub-Registrar, Greater Noida (hereinafter called the "LEASE DEED") between the Greater Noida Industrial Development Authority; 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/Lessor) and **SAG Realtech Private Limited** the Lessee, the Lessor has demised on leasehold basis the Plot No. **GH-02B, Sector-12, Greater Noida-UP**. Admeasuring 18,000 Sq. meters for 90 years commencing from **17.04.2013** yielding and paying lease rent on the terms and 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. Registered with Sub-**Registrar-** Sadar, Greater Noida on dated 17.04.2013 vide A.D. Book No.1, Volume No.13008 from pages 391 to 440, and bearing document No.8778.

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 ‘**Civitech String**’. It has various types of dwelling units in it. The Lessee has obtained the relevant completion certificate from the competent authority for the aforesaid project.

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 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/Agreement dated 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 WTNESSETH AS FOLLOWS:

That in consideration of the amount of **Rs./- (Rupees only)** which includes the cost of carpet Area..... 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 Carpet area of the dwelling unit Bearing on, having Carpet Area..... in **TOWER NO.**, with sanitary, electrical and other fittings & fixtures, in the Group Housing Complex '**Civitech String**' developed by the Lessee on the said land i.e. Plot No **GH-02B, Sector-12, Greater Noida-UP.** 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, 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

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 Carpet Area 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 carpet area of the flat and is being transferred the title of the same along with undivided, importable, 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 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 the 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 Greater 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. All independent areas which are not included as /in common areas for joint use of apartment, shall remain the property of the promoter/lessee & may be sold by the promoter/lessee without the interference of the apartment owners.
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 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. The right of Sub-Lessee shall however be subject to Provisions of U.P. Ownership of Flats Act, 1975, Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 & Real Estate (Regulation and Development Act-2016 along with rules and regulation made there under or any amendment thereafter.
18. The Sub-Lessee shall not at any time demolish/damage the schedule property or any part of the building including the common areas such as staircase, lift, parking area, drainage pipes, cables, water courses, gutters, wires and other conveniences necessary for proper utility of the building. The Sub-Lessee shall not make any additions or alterations or any new constructions of any nature whatsoever contrary to the GNIDA plan/already approved structure/design for his/her Flat or to any part of the building. The Sub-Lessee shall not undertake any work that affects the external façade of the building from any angle by covering the balconies using aluminum/ iron / steel structures or change of colour & shall not distort the original structure/design of the flat & building & its external elevation by any means.

For this purpose the Flat owners means all persons having rights, title or interest in any part of the building. The design of the grills provided to the balconies as well as to the windows of apartments shall not be replaced with any other design so as to maintain uniformity in the appearance of the building. The sub-Lessee shall utilize the schedule property for residential /approved purposes only in compliance with the model bye law 38 under 'The U.P. (Promotion of Construction, Ownership and Maintenance) Rules, 2011.'

19. That the Sub-Lessee of Top Floor dwelling unit shall have no exclusive rights of use of the terrace above the dwelling unit unless specifically given by the lessee. However, all the Sub-Lessee of the complex shall have limited right of user of the terrace at

reasonable time for maintenance/upkeep of water tanks etc. or any other purpose requiring use of the terrace as permissible by the Lessee. The terrace shall also be available to the occupants of the building/tower in times of emergencies like fire etc. The right of Sub-Lessee to use the terrace shall however be subject to provisions of The U.P. Ownership of Flats Act, 1975 and The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 or any rules there under and amendments thereafter.

20. 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 only the right of usage of common areas and shall not have any right of possession of the same.
21. The Lessee/Sub-Lessee shall insure the premises comprehensively either singly or collectively with other Allottees and keep the insurance current at all times.
22. 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.
23. That the Stamp duty, registration charges and all other incidental charges required for execution and registration of this Sublease Deed shall be borne by the Sub-Lessee.
24. 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 there of the same shall be subject to the jurisdiction of Distt. Court, Gautam Budh Nagar and the High Court of Judicature, at Allahabad.
25. 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.

26. 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.
27. That all notices, orders and other documents required under the terms of the sublease 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 thereunder 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) & Real Estate (Regulation and Development) Act-2016 along with rules and regulation made there under or any amendment thereafter shall be applicable on Lessee/Sub-Lessee.
28. 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.

29. That all clauses of the Lease Deed executed by Lessor in favour of Lessee i.e. SAG Realtech Private Limited, dated 17.04. 2013 shall be applicable to this Deed also. In case of any repugnancies of any provision of the Lease Deed and this Sublease Deed, the provisions under former shall prevail.
30. 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.
31. 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, GNIDA in this regard shall be final and binding upon the parties concern.

32. 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, balconies or in terrace of the building except at a place specified for the purpose by the Lessee.
33. 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.
34. 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.

SCHEDULE OF DWELLING UNIT

Dwelling Unit No on IN **TOWER NO.**, in the Complex known as “**Civitech String**” constructed at Plot No. **GH-02B, Sector-12, Gretaer Noida-UP** having Carpet Area of **sq.ft.** (..... sq.mtrs.) **TYPE-..... BHK+..... +.....** together with proportionate undivided importable 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)

(Greater Noida industrial Development Authority)

2.

(LESSEE)

(SAG Realtech Private Limited)

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[SUB-LESSEE(S)]