

**Tripartite Sub-Lease Deed**  
(Multi-storeyed Flat)

<b>Sale Consideration:- Rs:</b> _____/-	<b>Super Area: _____ Sqm.</b>
<b>Market Value:- Rs:</b> _____/-	<b>Covered/Carpet Area: _____ Sqm.</b>
<b>Stamp Duty:- Rs: _____/-</b>	<b>Covered Car Parking under Basement : One [ _____ ]</b>
<b>Registration Fees :</b>	<b>Flat No.</b>
	<b>Block :</b>
	<b>Floor :</b>
	<b>Addl Car Parking under Basement or Stilt : Two/One [ _____ ]</b>

Facilities at Kendriya Vihar, Greater Noida complex, Plot No.7, Pocket-P4, Builders' Area;  
Sector:Phi-2; P.O. Gurjinder Vihar, Greater Noida 201 315, Uttar Pradesh.

For & on behalf of  
Lessor

For & on behalf of  
Lessee

Sub Lessee

Power Backup : Yes	Swimming Pool : Yes
Security Guard : Yes	Gym : Yes
Community Centre : Yes	Lift : Yes

This Sub-Lease Deed made on day of.....in the year Two Thousand Twenty Two, among Greater Noida Industrial Development Authority, a body corporate constituted under Sec. 3 of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act, No.6 of 1976) hereinafter called the 'Lessor' or First Party which expression shall unless the context does not so admit include its successors and assignee on the **First Party**.

And

**CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANISATION** [herein after referred to as 'CGEWHO' having PAN AAATC1861B], registered under the societies Act XXI of 1860 Regn. No. S/21181 dated 17/07/1990 at Delhi having its registered office at 6<sup>th</sup> Floor 'A' Wing, Janpath Bhawan, Janpath, New Delhi-110001. through its authorized Representative Shri \_\_\_\_\_ S/o Shri \_\_\_\_\_ R/o. \_\_\_\_\_, (hereinafter called the 'Lessee' or Second Party) which expression shall unless the context requires a different of another meaning include its successors and assignees of the Second Party.

And

Sh./Smt/Kumari \_\_\_\_\_

Son/Wife/Daughter of \_\_\_\_\_

R/o \_\_\_\_\_,

Aadhar No \_\_\_\_\_, PAN No \_\_\_\_\_ Mobile No. \_\_\_\_\_

(hereinafter called the '**Sub-Lessee**' or **Third Party**) and the first name of these is called the "**Allottee**" which expression shall unless inconsistent with the context or meaning include his/her heirs executors, administrators, legal representatives and permitted assignees of the **Third Party**, is the original Member of registered Central Government Employees Welfare Housing Organisation (CGEWHO) having **Registration No.** \_\_\_\_\_ with CGEWHO.

WHEREAS BY A LEASE DEED EXECUTED ON **16-07-2010** and registered in the office of the Sub-Registrar, Gautam Budh Nagar a body corporate constituted under Section 3 of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No.6 of 1976) (hereinafter called the Lessor or the First Party) and the Lessee **CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANISATION** has demised on lease basis for 90 years commencing from **16-07-2010** the following plot of land in situated at Plot No.7, Pocket-P-4, Builder's Area, Sector-Phi-2, Greater Noida Tehsil & District G. B. Nagar contained by **153832 Sqm.** be the same, a little more, or less and bounded.

For & on behalf of  
Lessor

For & on behalf of  
Lessee

Sub Lessee



ON THE NORTH EAST : 20 MTR GREEN BELT & 24 MTR WIDE ROAD  
ON THE SOUTH EAST : 10 MTR GREEN BELT & 45 MTR WIDE ROAD  
ON THE NORTH WEST :- PLOT NO. 7A AND OHT  
ON THE SOUTH WEST :- PLOT NO. 8

The Lease Deed of plot along with the lease plan registered with the Sub-Registrar, Gautam Budh Nagar vide Book No. 01, Zild No.-7082, Page No. 147/172, Document No. 18176 Dated 16-07-2010.

The Lessee has developed the above plot and flat/dwelling units on the terms and conditions laid down in the said Lease Deed and the Complex is called "**KENDRIYA VIHAR GREATER NOIDA**". It has various types of flat/dwelling units in it.

AND WHEREAS under the said lease deed the lessee can allot to its registrants a flat/dwelling unit in the premises of the society, share of land, common area and facilities appurtenant to the flat/dwelling unit on such premium as decided by the Lessee and one time lease rent as fixed by Greater Noida Industrial Development Authority, the Lessor.

AND WHEREAS the allottee has applied to **CGEWHO** (The society), the second party, for allotment of a flat/dwelling unit and on the faith of the statements and representations made by the allottee at various times, the second party will deliver possession of the flat/dwelling unit to the Allottee with the condition that the Allottee will become a member of the **registered Welfare Maintenance Society** called [YET TO BE FORMED AND REGISTERED AS PER UPRERA] having its Office at **COMMUNITY CENTRE; KENDRIYA VIHAR GREATER NOIDA** and that the Society will maintain, manage and administer the complex, the common land, common area and facilities.

AND THAT **CGEWHO** (Society) the Second Party, has paid to GNIDA one time lease money in respect of the land which GNIDA, the first party acknowledges. The Third Party, Allottee shall not be liable to pay yearly ground/lease rent. The Allottee will also observe covenants, terms and conditions as laid down hereunder.

Both the Second Party/Third Party have carried out inspection of the building plans of the said plot dwelling unit and have satisfied themselves as to the soundness of construction thereof and the conditions and descriptions of all fixtures and fittings installed and/or provided therein and also the common amenities, facilities and passages pertaining to the said flat/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 i.e. "**KENDRIYA VIHAR GREATER NOIDA**".

The Lessee hereby declares that the Allottee solemnly affirms:

I. That the Allottee Sh./Smt/Kumari \_\_\_\_\_  
Son/Wife/Daughter of \_\_\_\_\_

For & on behalf of  
Lessor

For & on behalf of  
Lessee

Sub Lessee

R/o \_\_\_\_\_, is bonafide member of Lessee (Second Party) has paid the cost of superstructure and share of land to the Lessee (Second Party).

## II. NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

That in consideration of the amount of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_) which includes the cost of superstructure and the share of the land, paid by the third party to the second party, receipt whereof the second party, hereby acknowledge and the third party agreeing to observe and perform the terms and conditions herein mentioned. The second party doeth hereby handover to the third party the flat/dwelling unit numbered \_\_\_\_\_ IN BLOCK \_\_\_\_\_, on \_\_\_\_\_ Floor in KENDRIYA VIHAR GREATER NOIDA located at Plot No.7, Pocket-P4, Builder's Area Sector-Phi-2, in Greater Noida, along with i) Car Parking No. \_\_\_\_\_ in Basement ; ii) Car Parking No. \_\_\_\_\_ in Basement/Stilt Floor ; iii) Car Parking No. \_\_\_\_\_ Stilt Floor more particularly described in **Schedule-I** hereunder written and for greater clearness has been delineated and shown in the attached plan together with all rights, easements and appurtenances whatsoever to the said flat/dwelling unit along with undivided share in common portions, passages and common facilities, subject to the covenants and conditions herein contained.

The second party do hereby also sub-lease unto the said third Party, for un-expired portion of 90 years lease granted by GNIDA, which commenced on **16-07-2010** on undivided title to the land proportionate to the amount paid by the third party in relation to the total cost of the land.

1. The vacant and peaceful possession of Super structure of the flat/dwelling units has been given to the third Party as per the grant of **Occupancy Certificate issued by GNIDA vide Memo No.CC-1615 dated 14/10/2022.**
2. The Authority reserves the right to all mine and minerals, coals, washing goods, earth, oils, quarries, in, over, or under the said Land and full right and power at the time to do acts and things which may be necessary or expedient for the 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 the Authority shall make reasonable compensation to Allottee for all damages directly ascertained by the exercise

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of such rights. To decide the amount of the reasonable compensation, the decision of the Authority will be final and binding on the Allottee.

3. The allottee shall be entitled to sub-let the whole or any part of the said flat/dwelling unit, leased to him for purposes of private dwelling only on a tenancy from month to month.
4. The third party shall pay (if required), every year in advance, shall pay, any other taxes, charges, levies and imposition other than lease rent payable for the time being or come into force in future by the second party in relation to the land share of the third party. Lessee has deposited lump sum one time lease rent.
5. **The Third party shall pay annual rent, taxes, charges, levies and imposition payable for the time being by the second Party as occupier of the said flat/dwelling unit as and when the same becomes due and payable and shall, in addition, thereto also pay all other liabilities, charges, repairs, maintenance and replacement etc.**
6. The Second and Third party shall, at all times duly perform and observe all the covenants and conditions which are contained in the said "The 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.
7. The Third Party shall not sell, transfer, assign or otherwise part with the possession of the whole or part of the flat/dwelling unit to anyone except with the previous consent in writing of the lessor which the lessor shall be entitled to refuse in his absolute discretion.

Provided that in the event of the consent being given, the Lessor may impose such terms and conditions and may permit transfer on payment of prevailing transfer charges, in addition to whatsoever other amount is payable to the Lessor. The decision of the Lessor in respect of transfer charge will be final and binding provided further that the Lessor shall have the preemptive right to purchase the property after deducting the amount payable to the Lessor on account of transfer charges less depreciation.

The allottee shall not mortgage the flat/dwelling unit for the purpose of securing any loan at any stage except, with the prior permission of the Lessor/lessee as per the terms of the lease deed.

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 the unearned increase in the value of the land as aforesaid, and the amount of the Lessor's share of the said unearned increase shall be the first charge, having priority over the said mortgage 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.

8. Wherever the title of the third party in the flat/dwelling unit is transferred in any manner whatsoever, the transfer shall be bound by all covenants and conditions contained herein or contained in the said 'The Lease' and he be answerable in all respects therefore in so far as the same may be applicable to effect and relate to the flat/dwelling unit.

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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 devolution give notice of such devolution to the Lessor.
10. The third party shall from time to time and at all times pay directly to the local Government/Central Government/Local Authorities or GNIDA existing or to exist in future all rates, taxes charge and assessment of every description which are now or may any time hereafter during the continuance of this deed be assessed, charged or imposed upon the flat/dwelling unit hereby transferred or on the landlord or tenant in respect thereof.
11. The Second/Third Party shall in all respects comply with and be bound by the building, drainage and other bye-laws of the GNIDA or any other competent Authority for the time being in force or to exist in future.
12. The second Party will take permission for sewerage, electricity and water connections from the concerned department of the authority or from any competent authority The second/third party shall keep the demised flat/dwelling unit
  - i. At all times in state of good and substantial repair and in good sanitary condition to the satisfaction of the lessor and
  - ii. The available facilities as well as surroundings neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place
13. That the allottee shall not be entitle to claim partition of his/her undivided share in the land as aforesaid and the same shall always remain undivided and impartible and unidentified.
14. The allottee undertake to put to use flat/dwelling unit for residential use only. In case, of default, a penalty of Rs.2500/= per day may be imposed upon the defaulter by the authority. Use of flat/dwelling unit other than residential will render for liable for cancellation and the allottee will be paid no compensation thereof.
15. The Second/third party shall abide by all Regulations, bye-laws, directions and guidelines of the authority framed/issued under section 8, 9 and 10 or under any other provisions of the U.P. Industrial Area Development Act 1976 and the rules made therein.
16. In case of non-compliance of terms and conditions and directions of Authority, the Authority shall have the right to impose such penalty as the Chief Executive Officer may consider just or expedient.
17. If the maintenance work of any area is not found satisfactory as per the authority guidelines, the required maintenance work will be carried out by the Authority and the expenses incurred in carrying out such works will be borne by the second / third Party collectively or in parts. The decision of the Authority will be final as to the expenses incurred in the maintenance work.

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18. The Second/Third party shall maintain all services in good order and good shape for minimum period of one year or the extended period as may be necessitated after the date of completion of internal development works at its own cost and thereafter develop a system by which the long term maintenance of the area, services, buildings shall be ensured to the satisfaction of the authority.
19. The third party shall not without the sanction or permission in writing of the lessor erect any building or make any alternation or sub-divide or amalgamate such transferred leased plot/dwelling unit.
20. The third party (allottee) shall abide by the terms and conditions laid down by the Second Party (lessee) in its **Scheme Brochure, Technical Brochure and Allotment Letter** containing **Rules and Regulations** in addition to the terms/conditions laid down by the lessor from time to time.
21. The second/third party shall not in any manner whatsoever encroach upon the common land/areas and facilities and services not handed over to them. All unauthorized encroachment made by second/third party shall be liable to be removed at their cost.
22. The Second/ third party shall on the determination of the sub-lease of the land, peacefully yield up the said land unto the Lessor after removing the super structure within stipulated period from the land.
23. The allottee will become a member of the **KENDRIYA VIHAR APARTMENT OWNERS' ASSOCIATION** [YET TO BE FORMED & REGISTERED, the society], Greater Noida, formed by the Lessee for the purpose of maintaining and managing the common areas of the flat/dwelling unit. In case of any conflict, the decision taken by the Lessor shall be final.
24. The Second/third Party shall insure the premises against fire, earthquake and civil commotion either singly or collectively with other allottee(s) and keep the insurance current at all times.
25. The Second/Third party and all other persons claiming under him shall ensure that the premises are kept in good shape and repairs and that no substantial material damages are caused to the premises or the sanitary works therein.
26. The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental expenses will be borne by the Allottee who will also pay the stamp duty of transfer of immovable property levied, or any other duty or charge that may be levied by any authority empowered in this behalf.
27. 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 effect the mutual rights, interests, privileges and claims of the Second/third party would be entertained. In the event of any dispute, still arising with regard to the terms and conditions of the deed, the same shall be subject to the jurisdiction of District Court G. B. Nagar or the High Court of Judicature at Allahabad.
28. In case of any breach of the terms and conditions this deed by the Second/Third party, the Lessor will have the right to re-enter the demised flat/dwelling unit after determining

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the sub-lease of the demised flat/dwelling unit. If it is occupied by any structure built unauthorized by the Second/Third party, the Lessor will remove the same at the expense and cost to Third party. At the time re-entry of the demised flat/dwelling unit the Lessor may re-allot the demised flat/dwelling unit to any person.

29. If the third party is found to have obtained the allotment, transfer and sub-lease of the demised premises by any misrepresentation/mis-statement of fraud this deed may be cancelled and possession of the demised premises may be taken over by the Lessor and the second/third Party in such an event will not be entitled to claim any compensation in respect thereof.
30. All notices, orders and other documents required under the terms of the sub- lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (UP Act No.6 of 1976) or any rules or regulations 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 amendment Act (re-enactment with modification) Act 1974 (UP Act No.30 of 1974).
31. The provision of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 as amended from time to time and the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance Rule, 2011 and all other rules, regulations and statutory laws, wherever applicable will be observed and complied with.
32. All powers exercised by the Lessor under this deed may be exercised by the 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.
33. All clauses of the 'The Lease' executed by GNIDA in favour of **Central Government Employees Welfare Housing Organization** (the second party/society) on **16-07-2010** shall be applicable to this sub-lease deed and in case of any contradiction the decision of the Lessor shall be final.
34. The Chief Executive Officer of the Lessor reserves the right to make such additions and alterations or modifications in these terms and conditions as may be considered just and expedient.
35. All arrears payable to Lessor shall be recoverable as arrears of land revenue.
36. Any relaxation, concession or indulgence granted by the Lessor to the Lessee/Allottee shall not in anyway prejudice the legal right of the Lessor.
37. IN WITNESS WHEREOF THE PARTIES have hereunto set their hands, the day and year first above written.

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**SCHEDULE-I (ABOVE REFERRED TO)**

The Type \_\_\_\_\_ dwelling unit Numbered \_\_\_\_\_ in Block No \_\_\_\_\_ on \_\_\_\_\_ Floor KENDRIYA VIHAR; GREATER NOIDA at Plot No.7, Pocket-P4, Builder's Area Sector-PHI-2, in Greater Noida consisting of \_\_\_\_\_ Bedrooms, \_\_\_\_\_ Toilets, One Drawing and Dining Room, One Kitchen and \_\_\_\_\_ Balconies and is part of multi storied building at Plot No.7, Pocket-P4, Builder's Area Sector-PHI-2, P.O. Gurjinder Vihar in Greater Noida 201 315 Uttar Pradesh developed by CENTRAL GOVERNMENT EMPLOYEES WELFARE HOUSING ORGANISATION (The Society) having Super Area under the said unit \_\_\_\_\_ Sqm., Covered/Carpet Area is \_\_\_\_\_ Sqm., Along with covered i) Car Parking No. \_\_\_\_\_ in Basement ii) Additional Car Parking No. \_\_\_\_\_ Stilt/Basement iii) Additional Car Parking No. \_\_\_\_\_ Stilt/Basement.

ON THE NORTH EAST	20 MTR GREEN BELT & 24 MTR WIDE ROAD	Original Lease Plan of GNIDA as Schedule-I Location of Block as Annexure-I Plan of Flat/Dwelling Unit as Annexure-II
ON THE SOUTH EAST	10 MTR GREEN BELT & 45 MTR WIDE ROAD	
ON THE NORTH WEST	PLOT NO. 7A AND OHT	
ON THE SOUTH WEST	PLOT NO. 8	

In WITNESSES WHERE OF the parties hereto have set their hands on the day and in the year herein first above written.

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Lessor

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Lessee

Sub Lessee