

DRAFT OF SUB LEASE DEED FOR BUILDERS

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

Sale Consideration Rs. _____ Super Area _____ Sq. Mtrs.
Stamp Duty Rs. _____

This Indenture is made and executed at NOIDA on this _____ day of _____,
2006.

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”/ “FIRST PARTY” which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) of the First Part;

AND

M/s _____, a Company registered under the Companies Act 1956 and having its registered office at _____, through its authorized signatory Shri. _____, S/o. _____, R/o _____ (hereinafter referred to as the “LESSEE” / “SECOND PARTY” which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) of the Second Part;

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AND

_____ **S/o,W/o,D/o** _____

R/O _____

(hereinafter referred to as the “**SUB-LESSEE**” / “**THIRD PARTY**” 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 the _____ of _____ and registered in the office of the Sub-Registrar-I, Noida (hereinafter called the “ **LEASE**”) between the New Okhla 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/First party) and the Lessee/Second Party, the Lessor has demised on leasehold basis Plot No._____, Sector _____, Noida, District Gautam Budh Nagar, U.P. admeasuring _____ sq. meters for 90 years commencing from _____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 residential units for the registrants of the Second Party on the terms and conditions, as specified in the said Lease Deed. The Lease Deed is registered with the Sub Registrar-___ Noida as Document No. _____ , Book No._____, Zild No. _____ pages _____ to _____ on _____.

The Second Party has constructed dwelling units on the terms and conditions laid down in the said Lease Deed and the complex is called ‘ _____’. It has various types of dwelling units in it. The second party has obtained completion certificate from the competent authority for the project.

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

AND WHEREAS the third party/sub-lessee had applied for allotment of a dwelling unit and on the faith of the statements and representations made by third party/sub-lessee at various stages, the Second Party has allotted and received consideration mentioned herein and delivered possession of the dwelling unit bearing No. _____ on _____ Floor of the aforesaid Complex to the third party/sub lessee with the consideration which has already been paid. The Third Party 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.

The Third Party/Sub-Lessee has carried out the inspection of the Building plans of the said dwelling unit, and has 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 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 complex.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

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

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Third Party the superstructure of the Dwelling Unit Bearing No. _____ having Super Area _____ sq.ft. (_____ sq. mtrs.) on _____ Floor with sanitary, electrical and other fittings, in the Group Housing Scheme ' _____ ' at Plot No. _____, Sector _____, Noida and more particularly described in Schedule hereunder written, and plan annexed hereto.

The Second Party simultaneously does hereby also sub-leases unto the said third party for the un-expired period of 90 years lease granted by Lessor/First Party, which commenced on _____, the undivided title to the Land proportionate to the area allotted to the Third Party in relation to the total area 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 any 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 shall pay 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.
4. 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, stair case, underground/overhead water tanks, munties, entrance lobbies, electric sub-station, pump house, shafts guard rooms, club and other common

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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 portion of the Land in the Housing Complex in proportion to the super area of the Said Flat/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/Second Party. The right of usage of the common facilities is subject to the covenants herein and up to date payments of all dues.

5. The Second Party and the 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.
6. 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.
7. 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 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 charge, 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.
8. 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 purposes of the private dwelling only.
 9. Wherever 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 thereof in so far as the same may be applicable to effect and relate to the said dwelling unit.
 10. In the event of 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 and the Lessee.
 11. The Third Party shall from time to time and at all times pay directly to the local govt./Local Authority or Noida, existing or to exist in future all rates, taxes charges and assessments of every description which are now or may at any time hereinafter 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.

12. The Second/Third Party 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.
13. The Second Party/Third Party 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.
14. The Third Party will use the dwelling unit for residential purpose and for no other purposes.
15. The Second/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 encroachments made by the Second/Third Party shall be liable to be removed at his/her/their cost.
16. The Third Party/Sub-Lessee of Ground Floor dwelling unit in the 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 user shall however be subject to provisions of the U.P. Ownership of Flats Act, 1975/ or any amended Act.
17. The Third Party/Sub-Lessee of Top Floor dwelling unit shall have the limited right of user of the terrace above the dwelling unit subject to other occupants/maintenance agency in the Building/Tower having right to use the terrace at reasonable time for maintenance/upkeep of water tanks, fixing of T.V. antennas 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 etc. No construction, temporary or permanent, is permitted upon the terrace or any part thereof. The right to user shall however be subject to provisions of the U.P. Ownership of Flats Act, 1975.

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18. The Second Party/Third Party 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 undivisible 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.
19. The Second/Third Party shall insure the premises comprehensively either singly or collectively with other Allottees and keep the insurance current at all times.
20. 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.
21. Stamp duty, registration charges and other all incidental charges required for execution and registration of this Deed have been borne by the Third Party.
22. After this Deed is executed, no disputes or differences relating to the registration, booking and allotment and in all such matters as are instrumental to these and are likely to effect 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 Distt. Court, Gautam Budh Nagar, and the High Court of Judicature, Allahabad.
23. In case of any breach of the terms and conditions of this Deed by the Second Party/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 expenses and cost of the 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.
24. If the Third Party 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 Second Party/Third Party in such an event will not be entitled to claim any compensation in respect thereof.
25. 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).
26. 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 Chairman/Chief Executive Officer.
27. All clauses of the Lease Deed executed by Noida in favour of " _____ " 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.

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28. Authority/Lessor have the right to recover the dues, if any, from the Lessee/Sub Lessee or their successors as per rules, as per the rate of interest as per terms and conditions laid in the Lease-Deed/Allotment.
29. 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 Chief Executive Officer, Noida 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/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.
30. Terms & Conditions of the brochure of scheme, allotment, building bylaws and amended from time to time shall be binding with Lessee/Sub Lessee.

SCHEDULE OF DWELLING UNIT

Dwelling Unit No. _____ on _____ Floor in the Complex known as “_____” constructed upon Plot No. _____, Sector _____, Noida, District Gautam Budh Nagar, U.P. having Super Area of _____ sq.ft. (_____ sq.mtrs.) comprising of Drawing-cum-Dining, _____ Bed Rooms, _____ Kitchen, _____ Toilets, _____ Balconies together with proportionate undivided impartible interest in land on sub-lease basis, as per enclosed plan, and bounded as follows:

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

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

SIGNED AND DELIVERED BY

WITNESSES:

1.

(LESSOR)
FOR & ON BEHALF OF
(New Okhla Industrial Dev. Authority)

2.

(LESSEE)
FOR & ON BEHALF OF
(_____
(SUB LESSEE/S)

LESSOR

LESSEE

SUB-LESSEE