

NSG SAHKARI AWAS SAMITI LTD. PLOT NO. 2, POCKET NO. 6
BUILDERS AREA, GREATER NOIDA, DISTT GAUTAM BUDH NAGAR (UP)
Office Phone No: 0120-2343622/Website: www.nsgsas.com
E-mail id - admin@nsgsas.com

No. NSG/SAS/115

Dated: 17 Mar 2017

To

Notice No.171

All members,
NSG SAS Ltd.
Through Society web site

Subject: Notice No 171 - Agreement to Transfer of Sub lease hold rights

Sir,

Members are informed in writing that the Society plots are tripartite and the issue of bipartite Transfer Deed of lease hold rights issued by the GNIDA and signed by the Sub Registrar's office was objected to by the Society. The matter has been at the fore front for a very long time.

2. The subjective issue has been examined and in order to implement the provisions of tripartite lease deed, it has been decided to have an agreement to transfer of sub lease hold rights to be signed by the Secretary of the Society as First Party. Once the agreement is signed by the Secretary, further action with regard to transfer of plot is to be undertaken thereafter.

3. A copy of agreement to Transfer of Sub lease hold rights is enclosed which is to be filled on Rs. 100/- non judicial paper and a copy thereof be handed over to the Secretary of the Society along with following papers :

i. A copy of NOC issued by the Society, Zoning plan, approved map of the House, Completion certificate, tripartite sub lease deed, Transfer Memo etc. issued by the Authority.

4. In so far as old cases are concerned, Associate Membership will be issued on receipt of Agreement to transfer of sub lease hold rights. All are requested to fulfill the same at the earliest please.

Yours faithfully,
Sd/-
(Dr. MK Jha)
Secretary NSG SAS Ltd.

Encls: A copy of agreement to transfer of lease hold rights.

Photo of Transferor

Photo of Secretary

Photo of transferee

AGREEMENT TO TRANSFER OF SUB LEASE HOLD RIGHTS

IN CONNECTION WITH THE Plot No._____ at **NSG Sahkari Avas Samiti Ltd.** in **Plot No. 2, Sector P-6**, Builder Area, Greater Noida developed by **NSG Sahkari Avas Samiti Ltd.** (the Society) having area of _____ Sq. Mtr and House constructed with Covered Area_____Sq. Mtrs.

Sale Consideration :
Stamp Duty Paid on :
Covered Area of _____Sq. Mtrs :
Total Stamp Duty :
Circle Rate for Land :
Covered Rate :
Calculation of Stamp Duty is done as
per rate list on page No._____ :
S/No._____, Column No. 02,
V-Code allotted in Software 0017 :

This Agreement is made and executed at GREATER NOIDA on this_____ day of _____2017 between **NSG Sahkari Avas Samiti Ltd.** in **Plot No. 2, Sector P-6, Builder's Area, Greater Noida, through its Secretary, Dr. MK Jha r/o Plot No. C-1, NSG SAS Ltd, GREATER NOIDA** called the 'Lessee' or First Party hereinafter called the Secretary, (name and address of transferor)_____

_____Sub Lessee or the Second party, hereinafter called the TRANSFEROR.

AND

Name and address of Transferee)

)_____

_____, of the Third Party hereinafter called the **TRANSFEEE**.

(The expression and words of the Secretary, the Transferor and the Transferee shall mean and include their legal heirs, successors, nominees, assigns, executors, administrators and legal representatives respectively).

WHEREAS the Transferor has been allotted & subleased IN CONNECTION WITH THE Plot Number_____ having plot area of _____sq. mtr. at **NSG Sahkari Avas Samiti Ltd.** in **Plot No. 2, Sector P-6, Builder's Area, Greater Noida**, developed by **NSG Sahkari Avas Samiti Ltd.** (the society) registered under the Societies Act **Regd. No. 2213 with UP Avas Vikas Parishad, Lucknow**, having its registered office at **Plot No. 2, P-6, Builder's Area, Greater Noida** and the Transferor has constructed house thereupon with covered area of _____sq mtrs. After taking due permission from **GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY, GREATER NOIDA/NSG Sahkari Avas Samiti Ltd., Greater Noida** as per approved building plan attached (hereinafter referred to as the "said Property").

That The Lease Deed of the plot has been executed by Greater Noida Industrial Development Authority in favour of **NSG Sahkari Avas Samiti Ltd.**, and is duly registered in the office of Sub Registrar, Gautam Budh Nagar on Book No. 01, Volume No. 168 on page No. 497/568, at Document No. 2957 & Musanna No. 2958 on dated 05.05.1999 Supplementary Lease Deed Dated 09.02.2000 and correction Deed dated 04.12.2000.

That the transferor is registered Member (Membership No _____)/Allottee & Sub Lessee of the said property vide Sub Lease Deed executed between Greater Noida Industrial Development Authority, **NSG Sahkari Avas Samiti Ltd.**, and the Transferor which is registered in the office of Sub Registrar Gautam Budh Nagar on Bahi No. _____ Jild No. _____, pages _____, Document No. _____ dated _____, and is in peaceful physical possession of transferor and the said plot is free from all sorts of encumbrances, levies, and charges, whatsoever.

And whereas the Transferor aforesaid has obtained the permission to transfer the said property in favour of the Transferee from the **NSG Sahkari Avas Samiti Ltd., Greater Noida vide letter No. _____ and Greater Noida Industrial Development Authority** vide their Transfer Memorandum _____ No. _____ dated _____.

And Whereas the Transferor aforesaid has sold the above said property in favour of the transferee for the total sale consideration of Rs _____

(_____only) and the Transferee have also agreed to acquire the same for this very amount.

NOW THIS AGREEMENT WITNESSETH AS UNDER:-

1. That the total sale consideration of the above said property has been settled _____ to _____ as _____ Rs _____ (Rupees _____) in between both the parties.

2. That the Transferor has acknowledged a sum of Rs _____ (Rupees _____) from the Transferee as full and final payment, the receipt of which the Transferor hereby acknowledges and the payments have been made in the following manner:-

| MODE OF PAYMENT | DATE | AMOUNT (RS.) |
|------------------------|-------------|---------------------|
|------------------------|-------------|---------------------|

| | | |
|--------|--------|-------------|
| CHEQUE | (date) | Rs. (only) |
|--------|--------|-------------|

| | | |
|--------|--------|------------|
| CHEQUE | (date) | Rs. (only) |
|--------|--------|------------|

Deduction of
Rs. _____ (Rupees _____ only) being 01% TDS on total sale consideration Rs. _____ only) was made By THE TRANSFEEE and PAID TO THE INCOME TAX DEPARTMENT

TOTAL AMOUNT PAID **Rs _____ (Rupees _____ only)**

3. That now there is no balance due towards the transferee to be paid to the transferor in respect of the said property.

4. That he Transferor aforesaid has assured the Transferee that the said property is free from all sorts of encumbrances such as charges, sale, lien, gift, pledge, loan, dispute, mortgage, litigation and attachments.

5. That the Transferor has handed over the actual physical peaceful possession of the plot to the Transferee.

6. That the Transferee shall be liable to abide by all the provisions & clauses of Sub-Lease Deed of the said plot and also those of transfer memorandum No. _____ dated _____.
7. That the Transferor has transferred all his rights and interests in the said property TO HOLD the same by the transferee finally, absolutely and forever.
8. That the Transferor has handed over the vacant and actual physical possession of the said property to the Transferee aforesaid on the spot.
9. That the Transferee shall pay annual rent, taxes, charges, levies and impositions, levied or to be levied by any local or statutory authority from time to time in proportion to the area of the Said Plot/Dwelling Unit.
10. That the Transferor and the Transferee claims that the subject property is not mortgaged and free from all encumbrances.
11. That the Transferee shall be bound by the terms and conditions of the lease deed executed between the Society and the Greater Noida on dated 05.05.1999, Supplementary Lease Deed dated 09.02.2000 and Correction Deed dated 4.12.2000 subject to the change mentioned in the transfer memorandum otherwise from time to time.
12. That the transferee shall enjoy the leasehold rights of the above said property for the balance period of 90 years from the lease dated 05.05.1999.
13. That the Transferee, his spouse/dependent children (minor or dependent) would not be eligible to obtain any plot/house/plot in Greater Noida under any residential/housing schemes of Greater Noida.
14. If the Transferee does not abide by the terms and conditions of the lease and residential purpose framed by the Authority then the lease may be cancelled by the Authority and the lessee/transferee in such cases will not get any compensation.

SCHEDULE OF PROPERTY

Plot No. _____ at NSG Sahkari Avas Samiti Ltd. in Plot No. 2, Sector P-6, Builder's Area, Greater Noida (UP) developed by NSG Sahkari Avas Samiti Ltd. (the society) having area of _____ sq. mtr. and Covered Area _____ Sq. mtr. as per approved building plan attached as Annexure I.

1) Photograph of the building attached

NORTH EAST

NORTH WEST

SOUTH EAST

SOUTH WEST

As per Lease Plan attached.

IN WITNESS WHEREOF the Secretary, the Transferor and the Transferee have set their respective hands on this Transfer Deed on the day and month above written, at Greater Noida, Distt. Gautam Budh Nagar, UP, in the presence of the following witnesses.

(Signature)

(Signature)

(Signature)

SECRETARY

TRANSFEROR

TRANSFEE

(Address)

(Address)

(Address)

WITNESS - I

WITNESS - II

(Photo)

(Photo)