

T. 2360

01CC 219755

**TRANSFER DEED OF LEASE HOLD RIGHTS**

Consideration : Rs. 10,51,000/-

Value : Rs. 10,51,000/-

Stamp Duty : Rs. 84,100/-

Rate Fixed by Collector : Rs. 6,000/- Per Sq. Mtr. (Land)

RESIDENTIAL VACANT PLOT NO. J-117, SECTOR-41, NOIDA, AREA MEASURING 175.14 Sq. Mtrs.

This TRANSFER DEED OF LEASE HOLD RIGHTS is made and executed at NOIDA, Distt. Gautam Budh Nagar-U.P. on this 30th day of ...July.... 2001, between MR. JAISHANKAR DAMODARAN son of MR. P. DAMODARAN, R/o 8, Housing Colony, (Pavanpilly) Nagar Enclave, COCHIN, of the first part, hereinafter called the TRANSFEROR. (PAN ACYD-2188G)

**AND**

MR. TARUN BATRA son of MR. SUDHIR BATRA, R/o D-40, East of Kailash, NEW DELHI, of the Second part, hereinafter called the TRANSFEREE.

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



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(2)

WHEREAS the Transferor aforesaid is the LESSEE, OWNER and in possession of Residential Vacant Plot No. 117, Block-J, Sector-41, NOIDA, Distt. Gautam Budh Nagar-U.P. area measuring 175.14 Sq.Mtrs., duly allotted by the NOIDA AUTHORITY through DEFENCE OFFICERS CO-OP. HOUSING BOARD SOCIETY LTD., hereinafter called the PROPERTY, which is bounded as under :

ON THE NORTH BY	:	PLOT NO. J-118, SECTOR-41.
ON THE SOUTH BY	:	PLOT NO. J-116, SECTOR-41.
ON THE EAST BY	:	PLOT NO. J-138, SECTOR-41.
ON THE WEST BY	:	ROAD.

AND WHEREAS the Lease Deed of the aforesaid property was executed by NOIDA AUTHORITY as well as DEFENCE OFFICERS CO-OP. HOUSING BOARD SOCIETY LTD., in favour of the Transferor and the same was registered in the office of S.R.NOIDA, vide Book No.I, Volume No.298, on pages 1169 to 1200, Document No.4900 and Musanna No.4901 dated 15-12-1999.



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(3)

AND WHEREAS the DEFENCE OFFICERS CO-OP. HOUSING BOARD SOCIETY LTD., has already issued the NO OBJECTION CERTIFICATE to transfer the aforesaid property in the name of the Transferee vide their Letter No.DO-D-276/426 dated 23-06-2001.

AND WHEREAS the Transferor aforesaid has obtained the transfer permission to transfer the said property in favour of the Transferee from the Noida Authority vide their Transfer Memorandum No.NOIDA/ Res.Plots/6341 dated 06-07-2001.

**NOW THIS TRANSFER DEED OF LEASE HOLD RIGHTS WITNESSETH AS UNDER:**

1. That the Transferor aforesaid has transferred all his rights, titles and interest in respect of the said property in favour of the Transferee for total sale consideration of Rs. 10,51,000/- (Rupees Ten lacs fifty one thousand only).
2. That the Transferor aforesaid has already received a sum of Rs. 10,51,000/- (Rupees Ten lacs fifty one thousand only) from the Transferee, the receipt of which the Transferor hereby acknowledges and the payment has been made in the following manner :-



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(4)

<u>MODE OF PAYMENT</u>	<u>AMOUNT</u>
1. In cash. _____	Rs. 11,000/-
2. Cheque No. 566911 Dated. 16.5.2001 Drawn on UCO, Bank, Particular House N. Delhi	Rs. 40,000/-
3. Cheque No. 548394 Dated. 6.6.2001, Drawn on ABN Amro bank	Rs. 1,00,000/-
4. P.O. No. 006036, Dated. 28.7.2001 Drawn on IDBI, Bank Ltd. 19, K.G. Marg N. Delhi.	Rs. 8,93,000/-
5. P.O. No. 006035, Dated. 28.7.2001, do	Rs. 7,000/-
	<u>Total Rs. 10,51,000/-</u>

3. That there is no balance towards the Transferee to be paid to the Transferor.
4. That the Transferor aforesaid has assured the Transferee that the said property is free from all sorts of encumbrances such as sale, mortgage, lien, pledge, injunction, dispute, litigation, attachment and decree of any Court of Law, and if proved otherwise, the Transferor aforesaid shall be liable and responsible for the same and the Transferee aforesaid shall have the rights to recover the entire amount with costs and expenses from the movable and immovable properties of the Transferor.



1000Rs.



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(5)

5. That the Transferor aforesaid has handed over the vacant and actual physical possession of the said property to the Transferee on the spot.
6. That the Transferee is now at liberty to get his name mutated in the records of NOIDA AUTHORITY or any other concerned Authority/Deptt. against the said property.
7. That the Transferee claims to be General i.e. falls within the definition of the prescribed categories.
8. That the Transferor/Transferee claims that subject property is not mortgaged and is free from all encumbrances. In case the property is mortgaged then the transfer permission automatically stands revoked.

1000Rs.



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(6)

9. That the Transferee will submit a certified copy of Transfer Deed duly registered with the office of Sub-Registrar, NOIDA within 60 days from the date of issue of this Memorandum. This Transfer Deed is required to be signed by the person who has signed the Transfer Application. In case Transfer Deed is executed by Power of Attorney holder of the Transferor, the Transferee shall be liable to pay additional transfer charges as per policy of the Authority. If the Transferor/Transferee fails to execute & register the Transfer Deed within 60 days from the date of this Memorandum then this Transfer Memorandum shall be required to be revalidated subject to payment of penalty at prevailing rate applicable from time to time (present penalty for delay in executing Transfer Deed is Rs.10/- per day for the actual period delay over and above the given period of 60 days).
10. That the plot under transfer shall be mutated in favour of the Transferee on receipt & acceptance of certified copy of the Transfer Deed by the Authority. A certificate to that effect shall be issued to the Transferee.

1000Rs.



257399

(7)

11. That the Transferee shall be liable to pay balance instalment of plot premium alongwith interest thereon by the due dates mentioned in the lease deed of plot. The interest on the balance plot premium/any other dues shall be payable @15% p.a. in case of default, interest shall be levied @18% p.a. compounded half yearly for delayed period. (All the dues against the aforesaid property has already been paid to NOIDA).
12. That One time lease rent has been paid.
13. That the Transferee shall complete the construction of plot & shall obtain Occupancy Certificate of plot from Building Cell, Noida within balance construction period as per terms of lease deed of plot which is upto 14-12-2001. Extension of time for construction of plot & for obtaining occupancy certificate will be granted as per terms of lease deed of plot & as per then prevailing extension policy of NOIDA.
14. That the Transferee shall be bound by the terms & conditions of Lease Deed of plot executed on 15-12-1999 subject to the amendments indicated in the Transfer Memorandum.

1000Rs



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(8)

15. That the Transferee automatically would inherit the assets and all the liabilities connected with the above property including deviation made in the building viz a viz the building plan approved by NOIDA.
16. That the Transferee would enjoy the Lease Hold Rights for a period of 90 years from 15-12-1999.
17. That the Transferor, their spouse/dependent children would not be eligible to obtain any plot/flat/house in NOIDA under any residential/housing schemes of NOIDA.
18. That the Transferee shall put the property in the use exclusively for residential purpose and shall not use it for any purpose other than residential.
19. That the Transferee shall inherit all the liabilities of this plot that may accrue in future.



100Rs.



(9)

IN WITNESSES WHEREOF: The Transferor and the Transferee have set their respective hands on this TRANSFER DEED OF LEASE HOLD RIGHTS at NOIDA, on the day, month and the year first above written in the presence of the following witnesses.

WITNESSES:

1. Mr. G.L. Sharma  
S/o late sh. B.R. Sharma  
R/o B-116, Vasant kung,  
New Delhi.

TRANSFEROR

2. Dev Chibbar  
S/o sh. M.L. Chibbar  
R/o B-93, Sector-5, Noida.

TRANSFEE.

DRAFTED BY

A. M. SHERWANI  
Advocate

14900



- 1 -

This Lease Deed in respect  
Plot N<sup>o</sup> 47  
Sector 47, Noida.

DR. ANIL KISHORE SAXENA  
ASST. LAW OFFICER  
NOIDA

Secretary  
Defence Officers' Group  
B H Society Ltd.

1000 Rs.



- 2 -

150301

This Lease Deed in respect  
Plot 117 J...  
Sector 41 Gurgaon, Haryana

(Signature)

Secretary

Deputy Commissioner, Gurgaon

Haryana

1000RS.



- 3 -

198225

This Lease Deed in respect  
Plot No.....//7, Block V.....  
Sector No.....41.....Noida.

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*



1000RS.



104225

- 4 -

This Lease Deed in respect  
Plot No. 117 Block D,  
Sector No. 41 Noida.

*[Handwritten signature]*

*[Handwritten signature]*  
11/7/2017

*[Handwritten signature]*

1000Rs.



- 5 -

This Lease Deed in respect  
Plot No. 117 Block 2  
Sector No. 41 Noida.

A handwritten signature in black ink, consisting of a stylized 'E' shape with a horizontal line extending to the right.

A handwritten signature in black ink, appearing to be 'Ashish'.

(ASHISH)

Secretary

A handwritten signature in black ink, appearing to be 'Ashish'.

1000Rs.



- 6 -

This Lease Deed in respect  
Plot No.....117....Block...J...  
Sector No....41.....Noida.

1000Rs.



- 7 -

This Lease Deed in respect  
Plot No.....//7/.....Block...J.....  
Sector No...4/.....Noida.

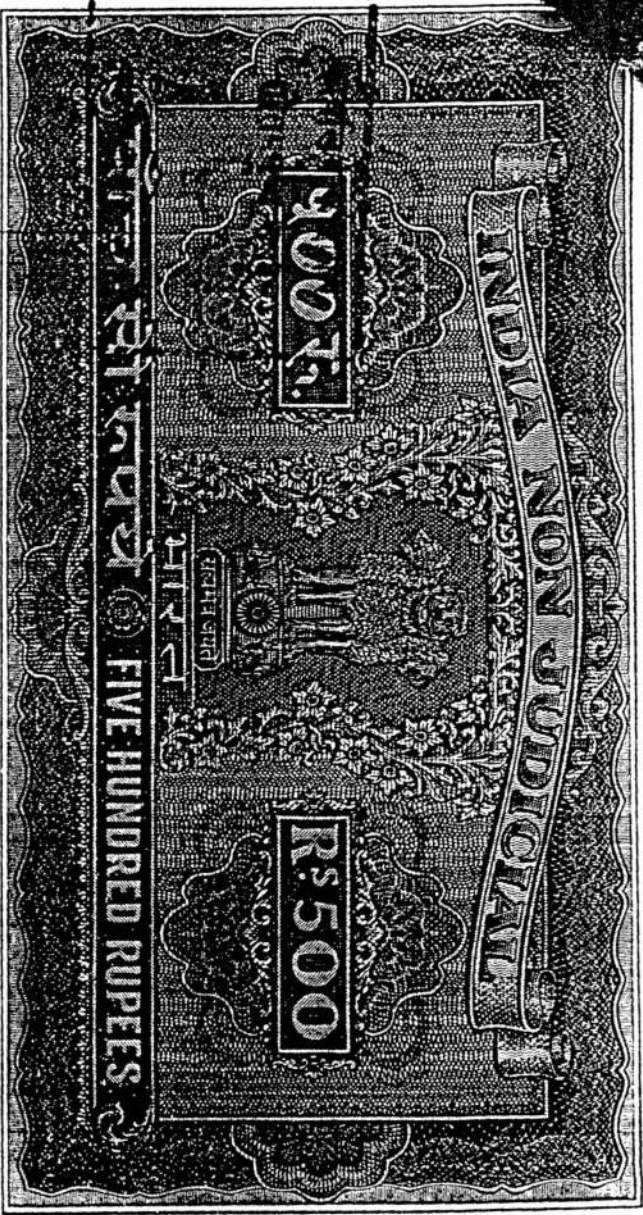
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*[Handwritten signature]*



500RS.



- 8 -

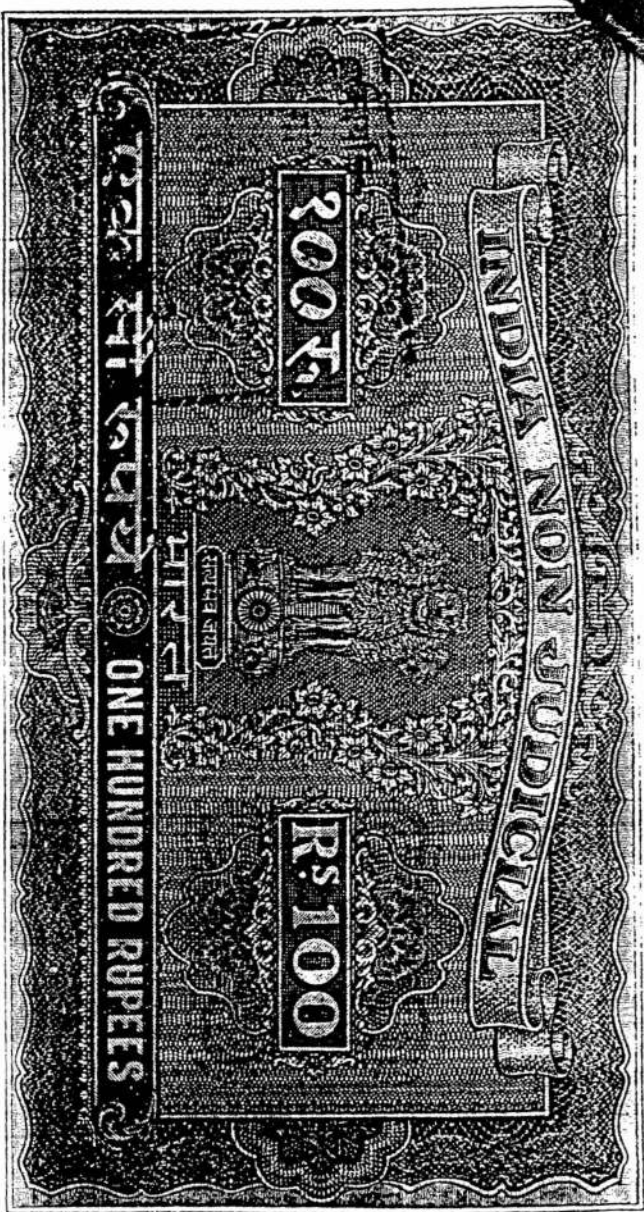
प्रतिपक्ष में प्रत्यक्ष  
117  
Sector No. 47 Noida.

8

15/11/19  
11/11/19  
11/11/19  
11/11/19

11/11/19

100RS.



- 9 -

117  
4/1

8

0-100

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100Rs.



-10-

117  
41

*[Handwritten signature]*

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(G. S. H. S.)

*[Handwritten signature]*

100Rs.



- 11 -

This Lease Deed in respect  
Plot No. .... 11/2 .... Block. .... J ....  
Sector No. .... 2/f/1 .... Noida.



50 Rs.



-12-

This Lease Deed in respect  
Plot No.....//7...Block...7.....  
Sector No.....41.....Noida.

(ASHISH)

Tripartite

## LEASE DEED

THIS LEASE DEED made on the 15th day of Dec  
in the year one thousand nine hundred ninety Nine between the NEW  
OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY, 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 "LESSOR" which expression shall, unless the  
context does not so admit include its successor, assigns) of the one part and

Defence Officers Co-op.

H B Society Ltd

A-114/30, NOIDA

(a Cooperative Society Registered under the U.P. Coop. Societies Act 1965 and  
having its registered office at .....

(hereinafter called the "Lessee" which expression shall, unless context does  
not so admit, include his / her / their / its heirs, executors, administrators,  
representatives and permitted assigns of the second part) And Shri/Smt./Km.

Jay Shankar Damodaram aged 45 years Son/  
Daughter/Wife of Shri Lt. P. Damodaram R/o Thamal No. 2 Housing

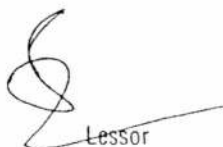
Colony, Lamankilly, Nagar, Enclava, Cochin (hereinafter called the Sub-Lessee) which  
expression shall, unless the context does not so admit include his/her/their/its heirs,  
executors, administrators, representatives and permitted assigns of the other part.

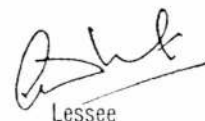
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Nagar,  
N.D.,  
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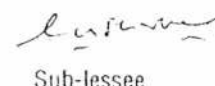
WHEREAS the plot hereinafter described forms part of the land acquired under the  
Land Acquisition Act 1894 and developed by the LESSOR for the purpose of setting  
up an urban and industrial township.

WHEREAS in compliance of the hon'ble Supreme Court's order dated 13.02.90  
passed in Writ Petition No. 975/1986, the plot (described hereinbelow) is being  
transferred on lease by the LESSOR and the sub-lessee has agreed to take on  
lease the said plot on the terms and conditions hereinafter appearing for the purpose

For & on behalf of

  
Lessor

  
Lessee

  
Sub-lessee

Secretary  
Defence Officers Co-op.  
H B Society Ltd.

of constructing a residential building according to set backs and buildings plan approved by the LESSOR.

I. NOW THIS LEASE DEED WITNESSETH AS FOLLOWS :

That in consideration of the premium of Rs. ~~120000/-~~ 175140 = 10  
(Rupees ~~One Lac Eighty Thousand~~ Only Seventy Five  
only) which have been paid by the SUB-LESSEE to the LESSOR (the receipt whereof  
the LESSOR doth hereby acknowledge).

And also in consideration of the yearly lease rent hereby reserved and the covenants provisions and Agreement herein contained and on the part of the Lessee/Sub-Lessee to be respectively paid, observed and performed, the LESSOR doth hereby demise on lease to the sub-lessee, all that plot of land numbered as ...../1.7..... situated in Block ..... J ..... at Sector No. .... 41 ..... in the NEW OKHLA INDUSTRIAL DEVELOPMENT AREA, at District-Ghaziabad (U.P.) contained by measurement ..... 17514 square metres be the same, a little more or less, and bounded.

ON THE NORTH BY ..... J 118 .....  
ON THE SOUTH BY ..... J 116 .....  
ON THE EAST BY ..... J 138 .....  
ON THE WEST BY ..... R.O.M. ....

TO HOLD the said plot (hereinafter referred to as "the demised premises") with their appurtenance unto the Lessee for the term of Ninety years commencing from 15 / 12 / 99 except and always reserving to the LESSOR :-

- (a) A right to lay water mains, drains, sewers or electric wires under or above the demised premises, if deemed necessary by the LESSOR in developing the area.

For & on behalf of

Lessor

Lessee

Sub-lessee

(b) The lessor reserves the right to all mine, minerals, coals, washing gold, earth oil queries in over & under the allotted plot and full right and power at the time to do all acts and things which may be necessary or expedient for the purpose of searching for working and obtaining, removing and enjoy the same without providing or leaving and vertical support for the surface of the residential plot or for any building for the time being standing thereon provided always that the lessor shall make reasonable compensation to the sub-lessee for all damage directly occasioned by the exercises of such rights. To decide the amount of reasonable compensation, the decision of the lessor will be final and binding on the lessee/ sub-lessee.


(c) Yielding and paying there for yearly in advance during the said term unto the LESSOR in the month of March of each year the yearly lease rent indicated below :-

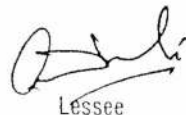
0.1% of the total premium for the first 10 years and after every 10 years lease rent may be enhanced by the Authority from time to time whenever Authority deems necessary. This extent of enhancement shall not be called in question by the sub-lessee. In case of default in payment of advance lease rent, the interest @ 18% per annum compounded at every half yearly on the over due amount shall also be payable.


**II. AND THE LESSEE/SUB-LESSEE DOTH HEREBY DECLARE AND CONVENANT WITH THE LESSOR IN THE MANNER FOLLOWING :-**

- (a) (i) That the name of the sub-lessee appears in the list of 2380 left out members for allotment of plots as per the direction of the Hon'ble Supreme Court.
- (ii) That the sub-lessee was a registered and bonafide member of Defence Officers Co-op ..... H B Society Ltd ..... co-operative society with its registered office at ..... A-114/30, NOIDA ..... on or before 1.5.76.

For & on behalf of

  
Lessor

  
Lessee

  
Sub-lessee