

INDIA NON JUDICIAL **Government of Uttar Pradesh**

e-Stamp

Certificate No.

Certificate Issued Date

Account Reference

Unique Doc. Reference

Purchased by

Description of Document

Property Description

Consideration Price (Rs.)

First Party

Second Party

Stamp Duty Paid By

Stamp Duty Amount(Rs.)

IN-UP00170182342084L

16-Nov-2013 01:51 PM

SHCIL (FI)/ upshcil01/ NOIDA/ UP-GBN

SUBIN-UPUPSHCIL0100185763618686L

HARBHAJAN SINGH MANGAT AND NAVPREET KAUR MANGAT

Article 23 Conveyance

802,BHAGIRATHI APPARTMENT,B-9/14,SECTOR-62,NOIDA,(U.P)

201301

: 53,70,000

(Fifty Three Lakh Seventy Thousand only)

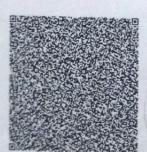
NOIDA AND BHAGIRATHI SAHKARI/AWAS SAMITY LTD

HARBHAJAN SINGH MANGAT AND NAVPREET KAUR MANGAT

HARBHAJAN SINGH MANGAT AND NAVPREET KAUR MANGAT

2.68.525

(Two Lakh Sixty Eight Thousand Five Hundred And Twenty Five



.Please write or type below this line.

Authorized Signatory

encyfor BSAS LTD. NOIDA

Naureat Gye

0000041850

Silling

Statutory Alert:

The authenticity of this Stamp Certificate should be verified at "www.shollestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.

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- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.









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

Sale Consideration : Rs/-16,35,000/-

Present Market value : Rs.53,70,000 /-

Super Area : 1256 sq. ft. (116.72sq Mtrs.)

Stamp Duty : Rs.2,68,525 /-

Pan No. : BVEPM 8593C & BVEPM 8528F

Car Parking : (NIL

V CODE:0067, Part:III, Performa; 5B, Page 51

Facilities of the society: power backup, (Yes)

: Security Guard (Yes)

: Lift (Yes)

: | Community center/Club (No)

Swimming pool (No)

Gym (No)

15% extra for additional facilities.

This Indenture is made and executed at NOIDA on this __ day of _ wov ., 2013.

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;

ESSOR PENDE BSASESSEENOIDA

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AND

BHAGIRATHI SAHKARI AWAS SAMITI LIMITED, Registered under U.P. Co-Operative Act., 1956, (Regd. No. 2529) having its registered office at B-9/14, SECTOR-62, NOIDA, DISTT. GAUTAM BUDH NAGAR (U.P) through its Authorized Signatory SH. SHAILENDRA SINGH (Secretary), S/o. DR. T.P.SINGH, R/o FLAT NO. 516 BHAGIRATHI SAHKARI AWAS SAMITI LIMITED (BHAGIRATHI APPARTMENTS) B-9/14, SECTOR-62, NOIDA, DISTT. GAUTAM BUDH NAGAR (U.P) (hereinafter called the "LESSEE" / "SECOND PARTY") which expression shall unless the context requires a different or another meaning include its successors and assigns) of the Second Part;

SH.HARBHAJAN SINGH MANGAT S/O SH. GURDIAL SINGH MANGAT & SMT.

NAVPREET KAUR MANGAT. WID HARBHAJAN SINGH MANGAT

R/O FLAT NO.802, 8TH FLOOR, BHAGIRATHI SAHKARI AWAS SAMITI LIMITED

(BHAGIRATHI APPARTMENTS) B-9/14, SECTOR-62, NOIDA, DISTT. GAUTAM BUDH

NAGAR (U.P)

(hereinafter called the "SUB-LESSEE" / "THIRD PARTY" also called the "ALLOTTEE" which expression shall unless inconsistent with the context or meaning include his/her heirs, executors, administrators, legal representatives, permitted assigns) of the Third Part;

WHEREAS by a Lease executed on the 30-03-2000 and registered in the office of the Sub-Registrar, 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 Noida has demised on leasehold basis Plot bearing No. B-9/14, Sector-62, Noida, (U.P. admeasuring Area 10020 sq. meters And more fully detailed and described in the schedule hereunto for 90 years commencing from 30-03-2000. The land has been demised for the purposes of constructing residential units for the registrants of the Lessee on the terms and conditions, as specified in the said subsequent. Lease Deed was registered with the Sub Registrar, Noida vide. Book No. I Volume No. 309, on page 1199 to 1312 and bearing documents No. 910 & Musanna No. 911 Date 30-03-2000.

The Lessee has constructed dwelling units on the terms and conditions laid down in the said Lease Deed and the complex is called **BHAGIRATHI SAHKARI AWAS SAMITI LIMITED (BHAGIRATHI APPARTMENTS).** It has various types of dwelling units in six towers.

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LESSEE 1010A

AND WHEREAS under the said Lease Deed the Lessee 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 Lessee.

AND WHEREAS the Allottee had applied for allotment of a dwelling unit and on the faith of the statements and representations made by the Allottee at various time, the Second Party has allotted and received consideration mentioned herein and delivered possession of the fully-finished dwelling unit bearing FLAT No.802, 8th, FLOOR, in the aforesaid Complex to the Allottee with the consideration which has already been paid along with One Time Lease Rent money in advance. The Sub-Lessee 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. The Lessee hereby declares and the Sub Lessee solemnly affirms(1) That the allottee has paid the cost of superstructure and share of land of the Lessee and

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

That in consideration of the amount of Rs. 16,35,000/- (Rupees SIXTEEN LAC THIRTY FIVE THOUSAND 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 Third Party the superstructure of the Dwelling Unit Bearing FLAT No._802, _8th FLOOR, having Super Area 116.72 sq. mtrs.) with sanitary, electrical and other fittings, in the Group Housing Scheme 'BHAGIRATHI SAHKARI AWAS SAMITI LIMITED' at Plot No. B-9/14, Sector 62, Noida and more particularly described in Schedule hereunder written, and plan annexed hereto.

LESSOR only to VBSASEBSEE NOIDA

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 30-03-2000 the undivided title to the Land shall be equal all members.

- 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 habilities charges for repairs, maintenance and replacement etc. as per Maintenance Agreement between the Third Party and nominee of the Second Party.
- 4. 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.
- 5. 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.
- 6. 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.

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Provided that in the event of the sale or foreclosure of the mortgaged or charged property the Lessor sh all 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.

- 7. 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 for residential use only.
- 8. 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.
- 9. 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.
- 10. 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.
 - 11. 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.
 - 12. 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.
 - 13. The Third Party will use the dwelling unit for residential purpose and for no other purposes.

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- 14. 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.
- 15. 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 indivisible 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.
 - 16. The Second/Third Party shall insure the premises comprehensively either singly or collectively with other Allottees and keep the insurance current at all times.
 - 17. The third party is citizen of India and Competent to contract. Sub lessee/dependent children's should not own in full or input on lease hold/free hold/HPTA basis any residential plot/home/flat in Noida complex.
 - 18. 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.
 - 19. Stamp duty, registration charges and other all incidental charges required for execution and registration of this Deed have been borne by the Third Party.
 - 20. 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 affect 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.

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- 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 unauthorized 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.
- 22. 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.
- 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). The rule/regulation of U.P. Flat Ownership Act, 1975 shall be applicable on Lessee/Sub- Lessee. The provision of U.P. Industrial Area Development Act 1976 and rules/regulation framed under the Act or any direction issued shall be binding on the Lessee/Sub Lessee.
- 24. 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.

25. All clauses of the Lease Deed executed by Noida in favour of "BHAGIRATHI SAHKARI AWAS SAMITI LIMITED" (BHAGIRATHI APPARTMENTS) (on 30-03-2000 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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There are additional facilities like powerbackup, security gard, and lift, in the "BHAGIRATHI SEHKARI AWAS SAMITI LIMITED" (BHAGIRATHI APPARTMENTS)" at plot No. B-9-14, Sector-62, Noida and(NIL) car parking has been allotted with FLAT NO.802, 8th ,FLOOR, BHAGIRATHI SEHKARI AWAS SAMITI LIMITED B-9/14, SECTOR-62, NOIDA, DISTT. GAUTAM/ BUDH NAGAR (U.P)

SCHEDULE -1 (ABOVE REFERRED TO)

All that plot of land admeasuring 10020/Sq.Mtrs. and bearing No. B-9/14 Sector 62, New Okhla Industrial Development / Area, Distt. Gautam Budh Nagar (U.P.) and bounded as under :-

East:

West:

South:

North:

As Per Lease-Plan Attached.





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

WITNESSES:

LESSOR

SIGNED AND DELIVERED BY

Tanveer Ahmad S/o Mohd. Ahmad 1. Chameber No. 67, Sub-Registrar Office Compound, Smilar-32, NOIDA

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

Imran Ahmad 5/o Hohd. Ahmad R/o Vill. Barola, Noida, G.B. Nagar, U.P.

(LÉSSEE) FOR & ON BEHALF OF

(BHAGIRATHI APPARTMENTS)

Naupeal- Vane

SUB-LESSEE