#### INDIA NON JUDICIAL



## Government of Uttar Pradesh

#### e-Stamp

Certificate No.

IN-UP69600228545328U

Certificate Issued Date

05-Dec-2022 05:16 PM

ount Reference

NEWIMPACC (\$V)/.up14002704/ NOIDA/ UP-GBN

Unique Doc. Reference

SUBIN-UPUP1400270432344861869734U

Purchased by

MAJ GEN ASHWINI KUMAR SHARMA

Article 23 Conveyance

Description of Document Property Description

FLAT NO. F-721,7TH FLOOR, RAM VIHAR, SECTOR-30, NOIDA U.P.

Consideration Price (Rs.)

First Party Second Party

MAJ GEN ASHWINI KUMAR SHARMA

Stamp Duty Paid By

MAJ GEN ASHWINI KUMAR SHARMA

Stamp Duty Amount(Rs.)

2.90.000

(Two Lakh Ninety Thousand only)

ताः अराज अपिरां

Acc Name BIJENDRA SINGH ACC Code UP-14002704

ACC Address Sup-Reg. Office Noida Mobile 98181551f4

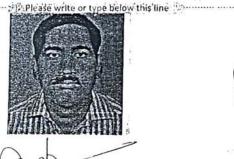
OCKED Doegoo Ho. 33, Teasil & District NOIDA G.B. NAGAR

MAR 2023

OIDA S.R.O











NARENDRA SINGH

**Authorised Signatory** 

For and on behalf of MD AWHO, Greater Noida





0020161934





### **SUB LEASE DEED**

Total Sale Consideration

: Rs. 9,52,100/-

Value as per circle rate

: Rs. 78,00,000/-

Stamp duty paid @ 5% Rebate for Ex-Service men

: Rs. 2,90,000/-

Super area of Flat

: Rs. 1,00,000/-

Circle Rate

: 151.02 sq. mtrs.

Location of Flat

: Rs. 5**5**,000/- per sq. mtr. : 07<sup>TH</sup> Floor (Depreciate 8%)

Open Car parking

: Yes

(The transferee is the ex-servicemen and he is availing the facility of rebate in stamp according to NOTIFICATION NO. 25/2016/888/94-S.R.-2-2016-500(64)/80 DATED 11-11-2016.

NEW OKHLA INDUSTRIAL DEVELOPMENT AUTHORITY, (PAN-AAALN0120A), THROUGH MR. GOPAL DASS (EMPLOYEE CODE NO. 3297), S/O SHRI TULSI DASS, JUNIOR ASSISTANT, NOIDA AUTHORITY SECTOR-6 NÓIDA UTTAR PRADESH, DO HEREBY APPOINT MR. VIKAS BANSAL (EMPLOYEE CODE NO. 3604) S/O LATE SHRI HARI RAM, WHICH WAS DULY REGISTERED SUB-REGISTRAR-III NOIDA, IN BOOK NO. 6 VOLUME NO. 2 ON PAGES 315 TO 334 AS DOCUMENT NO. 11 ON DATED-25-08-2020.

9

NARENDRA SINGH

thorised Signatory
and on behalf of

mains

आवेदन सं०: 202300743016720

#### उप पट्टा विलेख

वही स०: ।

रजिस्ट्रेशन स०: 1754

वर्ष: 2023

प्रतिफल- 7800000 स्टाम्प शुल्क- 290000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 78000 प्रतिलिपिकरण शुल्क - 80 योग : 78080

श्री मेजर जनरल अश्विनी कुमार शर्मा। पुत्र श्री भोला राम शर्मा

व्यवसाय : अन्य

निवासी: हाउस न० 45 रोक्टर 27ए चंडीगढ़ 160019

ने यह लेखपत्र इस कार्यालय में दिनाँक 15/03/2023 एवं 02:55:25 PM बजे निबंधन हेतु पेश किया।

and protection of the contract of the





रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

दोपक गुप्ता प्रभारी उप निबंधक :सदर प्रथम गौतम बुद्ध नगर 15/03/2023

> विवेक शर्मा निबंधक लिपिक 15/03/2023



# SALE DED FOR SUPERSTRUCTURE OF RESIDENTIAL UNITS AND SUB LEASE DEED FOR LAND

THIO SOD BEASE DEED FOR EARD
THIS INDENTURE made on this day of
two thousand 2023 between New Okhla Industria
Developments Authority, a body corporate constituted under Section 3, of the Uttar Pradesl
Industrial Area Development Act, 1976, (U.P.Act No 6 of 1976) hereinafter called the Lessor, Firs
Part, which expression shall unless the context does not s admit include its successors assigns of the
one part and the Army welfare Housing Organisation registered under the Societies Act. 1860
naving its registered office at Kashmir House, Rajaji Marg, New Delhi-110011 through
Sub Maj Narendra Singh, S/O Late shri S B Singh, R/O AWHO, Gr. Noida, AWHO PAN
100 AABTA425IG (hereinafter called the 'Lessee' or Second Party), which expression shall unless
the context requires a different or another meaning include its successors and assigns of
the Second Part and Shri
May, Gen. ASHWINI KUHAR SHARMA (Reta.) Son/Wife/Daug
hter of Shri BHOLA RAM SHARMA R/O
H.NO 45, SECTOR- 27 A, CHANDIGARH-160019 And Shri
/Smt/Km
Son/Wife/Daughter of R/O
Chereinoften
called the sub lessee or the 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 assigns of the Third Part.
· · · · · · · · · · · · · · · · · · ·
WHEREAS by a lease executed on 29th day of January one thousand nine hundred and
ninety one and registered in the office of the Sub Registrar, NOIDA (hereinafter called 'The Legge's
copy of which excluding the plan has been given to the Third Party, the receipt of which is
acknowledged by them between the New Okhla Industrial Development
Authority, a body corporate constituted under Section 3 of the U.P Industrial Area development Act,
1976 (U.P. Act No 6 of 1976) (hereinafter called the Lessor, First Part) and the Lessee the NOLDA
has demised on lease basis for 90 years commencing from 24.4.1990 land measuring 17,200.52
Sqm. Be the same a little more or less in Sector 30 of NOIDA in which 50% are belowed to the

1976 (U.P Act No 6 of 1976) (hereinafter called the Lessor, First Part) and the Lessee, the NOIDA has demised on lease basis for 90 years commencing from 24.4.1990 land measuring 17,200.52 Sqm. Be the same a little more or less in Sector 30 of NOIDA in which 50% are belongs to the Lessee for which the Lessee has paid and the balance area is for drains, roads, parks, community facilities and commercial units and the land has been demised for the purpose of constructing residential units for the registrants of the Lessee on the terms and conditions as specified in the said 'Lease Deed'. The Lease Deed is registered with the Sub Registrar, NOIDA, vide book No 1, Vol No 596 on pages 643 to 666 dated 31<sup>st</sup> January 1991.

(For and on behalf of NOIDA)

NAREMEN SINGH

(For and og behalf of MD AWHO)

MAXILINE

(Sig. of Allottee)

आवेदन सं०: 202300743016720.

बही स०: 1

रजिरट्रेशन स०: 1754

वर्ष: 2023

निष्पादन लेखपत्र वाद सुनने व समझने मजमुन व प्राप्त धनराशि रु प्रलेखानुसार उक्त

पट्टा दाता: 1

श्री नॉएडा विकास प्राधिकरण द्वारा गोपाल दास के द्वारा विकास बंसल पुत्र श्री स्वर्गीय हरी राम

निवासी: संक्टर ६ नॉएडा उपर प्रदेश

त्रावसाय: अन्य

पट्टा दाता: 2



श्री आर्मी वेलफेयर हाउसिंग आर्गेनाईजेशन के द्वारा सूबेदार मेजर नरेन्द्र सिंह , पुत्र श्री स्वर्गीय एरा बी सिंह

निवासी: AWIIO ग्रेटर नॉप्ड्य उत्तर प्रदेश

व्यवसाय: अन्य

पट्टा गृहीताः 1





श्री मेजर जनरत अश्विनी कुमार शर्मा, पुत्र श्री बोला सम्म शर्बा

विवासी: हाउम् न ५४ सेक्टर २७ए चंडीमह

व्यवसाय: अन्य





ने निष्पादन स्वीकारिकिया । जिनकी पहचान

पहचानकर्ता: 1

त्री ए एस चे'हान , पुत्रे श्री स्वींपिय आर एस

धीद्धाः।

निवासी 🕝 संबर्टरें 🥪 नॉएंटा 😽 तर

74.5

व्यवसाय अन्य





The Lessee has constructed dwelling units on the terms and conditions laid down in the said Lease Deed and the complex is called Ram Vihar. It has various types of dwelling units in it.

AND WHEREAS under the said lease deed the Lessee can allot to its registrants a dwelling unit in NOIDA, including the undivided shares of land, common areas and facilities appurtenant to the dwelling unit on such premium as decided by the Lessee and yearly ground rent as fixed by NODA, the Lessor.

AND WHEREAS the allottee has applied to AWHO for allotment of a dwelling unit and on the faith of the statements and representations made by the allottee of various times, the Second Party has delivered possession of the dwelling unit to the allottee with the conditions that the allottee will become a member of the registered coopcrative society called Ram Vihar Co-operative Maintenance Society having its office at Sector 30 and that the society will maintain and manage the common land common area and facilities and that the Third party will pay the annual ground rent in advance at Rs 2070/per annum upto 31st March 1997 with effect from 1st April 1992 and thereafter subject to revision which shall not exceed more than 50% of the ground rent last fixed if increased supplementary deed shall be executed subject to the condition that for an area of 100 Sqmtrs or part thereof the ground shall be charged for 100 sq mtrs. In case of default in payment of advance ground rent, the interest @17% compounded at every half year on the overdue amount shall also be payable. The Sub Lease 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 dwelling unit and have satisfied themselves as to the soundness of construction thereof and the conditions and descriptions of and fixtures and fittings installed and/or provided therein and also the common amenities facilities and passages, appurtening 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 Ram Vihar Complex.

1. "The lessee hereby dec ShMAJ, GEN. A	clares and the sub lessee solemnly SHWINI KUHAR SHAP	affirms: That the allottee
Shri BHOLA RAI member of lessee since 199	M SHARMA 15	is a bonafide
2. That the allottee has paid That the allottee has Sh/Smt/Km	d the cost of the superstructure ad sha given the names of	his spouse/son/daughter W/O,D/O,S/O
flat with him".	TO DECIDER SINCH .	for joint registration of the
(For and on behalf of NOIDA)	(For and on hehalf of MD AWHO)	(Sig. of Allottee)

#### पहचानकर्ता : 2

श्री सुरेन्द्र सिंह . पुत्र श्री पूरण सिंह

निवासी: सब रजिस्ट्रार कंपाउंड चैम्बर न॰ 53 सेक्टर 33 नॉल्डा

व्यवसाय: अन्य

Politication recovered to 58

रजिरट्रीकरण विधकारी के हस्ताक्षर

ने की । प्रत्यक्षत:भद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए है । · टिप्पणी : दीपक गुप्ता प्रभारी उप निबंधक : सदर प्रथम गौतम बुद्ध नगर 15/07/2023

विदेक शर्मा. निबंधक लिपिक गोतम बुद्ध नगर 15/03/2023

प्रिंट करें



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

That in consideration of the amount Rs 9,52,100 (-	(Rupees
e lacs Fifty two thrusand one hundred ) which amount include	des the cost
of superstructure and the share of the land, paid by the third party to the second p	arty receipt
whereof the second party hereby acknowledges and the third party agreeing to o	observe and
perform the terms and conditions herein mentioned, the second party doth hereby sell	to the third
party the superstructure of the dwelling unit numbered 721 with sanitary, electrical	al and other,
fittings and car parking in block _ F in Sector 3 o in Ram Vihar Noida more	particularly
described in Schedule-I herein under written and for greater clearness has been deline	eated on the
plan and therein coloured red together with all rights, easements and appurtenances wh	
the said dwelling unit along with undivided share in common portions, passages ar	nd common
facilities, subject to the covenants and conditions hereinafter contained.	

The Second Party doth hereby also sub-lease unto the said third party, for unexpired portion of 90 years lease granted by NOIDA which commenced on 20.4.1990 undivided title to the land proportionate to the amount laid by the third in relation to the total cost of the land.

- 1. The vacant land peaceful possession of the super-structure of the dwelling unit has been given to the third party.
- 2. The third party shall pay every year in advance, unto the lessor the yearly lease rent fixed now and determined from time to time by the Lessor. The Lessor without any rebate or deduction whatsoever and 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 arty shall pay annual rents, taxes, charges, levies and impositions payable for the time being by the Second Party as occupier of the said flat as an when the same becomes due and payable and shall in addition hereto also pay all other liabilities charges for repairs, maintenance and replacement etc.
- 4. The Second and 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 dwelling unit given to him.
- 5. The Third Party shall not sell, transfer, assign or otherwise part wit the possession of the whole or part of the dwelling unit to any one except with the previous consent in writing of the Lessor which he shall be entitled to refuse in his absorbage discretion.

(For and on behalf of NOIDA)

(For and on behalf of MD AWHO)

(Sig. of Allottee)

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 whatever other amount is payable to the Lessor. The decision of the Lessor in respect of the transfer charges 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.

6. The Sub Lessee shall not mortgage the dwelling unit for the purpose of 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 the 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 charges, 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 binding on all parties concerned.

- 7. Notwithstanding the restrictions, limitations and conditions mentioned herein above, the third party shall be entitled to sub-let the whole of the dwelling unit for the purpose of the private dwelling only on a tenancy from month to month or for a terms not exceeding 5 years.
- 8. Whenever the title of the second/third party in the dwelling unit is transferred in any manner whatsoever the, transfer shall be bound by all covenants and conditions contained herein or contained in 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 dwelling unit.
- 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 devaluation, give notice of such devaluation to the lessor.
- 10. The Third Party shall from time to time and at all times pay directly to the local government/Central 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 hereafter during the continuance of this deed be assessed, charged or imposed upon the dwelling unit herby 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 NOIDA Authority or other Authority for the time being in force or to exist in future.

12. The Third Party shall not without the sanction or permission in writing of the Lessor erect any building or make any alteration or addition or sub-divide or amalgamate such transferred leased dwelling unit.

(For and on behalf of NOIDA)

(For and on behalf of XID AWHO)

(Sig. of Allonee)

- 13. The Third Party without the written consent of the Lessor will not, carry on, or permit to be carried on, in the dwelling unit any trade or business whatsoever or use the same or permit the same to be used for any purpose other than that of private dwelling or do or suffer to be done therein and act or thing whatsoever which in the opinion of the Lessor may be a nuisance, annoyance or disturbance to the Lessor or other owners of dwelling units and persons living in the neighbouthood.
- 14. The Second/Third Part shall not in any manner whatsoever encroach upon the common land areas and facilities and services not handed over to them. All unauthorized encroachments made by the Second/Third part shall be liable to the removed at his cost.
- 15. The Second/Third Party shall on the determination of the sub-lease of the land, peaceably yields up the said land unto the Lessor after removing the superstructure within the stipulated period from the land.
- 16. The allottee has/shall become a member of the Ram Vihar Co-operative Maintenance Society, formed by the lessee for the purpose of maintaining and managing common areas of the flats. In case of any conflict direction issued/discretion taken by the Lessor shall be final.
- 17. The Second/Third Party shall insure the premises against fire either singly or collectively with other allottees and keep the insurance current at all times.
- 18. The Second/Third part 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.
- 19. Stamp duty, registration charges and other all incidental charges required for execution and registration of this deed shall be 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 other matters as are instruments to these and a re 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 Ghaziabad or the High Court of Judicature, Allahabad.
- 21. In case of any breach of the terms and conditions of this deed by the Second/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 un-authorisedly by the Second/Third Party, the lessor will remove the same at the expense and cost.

TARES OF THE

(For and on behalf of MD AWHO)

(Sig. of Allottee)

of Third Party. At the time of re-entry of the demised dwelling unit the lessor may re-allot the demised dwelling unit to any person.

- 22. If the Third Party is found to have obtained the allotment, sub lease of the demised premises by any misrepresentations/mis-statement or fraud this deed may be cancelled and the possession of the demised premises may be taken over the Lessor and the Second/Third Party in such an event will not be entitled to claim any compensation in respect thereof.
- 23. All notices, orders and other documents required under the terms of the sub-lease or under the Uttar Pradesh Industrial 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).
- 24. All power exercisable by the Lessor under the deed may be exercised by the Chairman/Chief Executive Office 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 office 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 AWHO on 31.01.1991 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.
- 26. That for the computation purpose, the apartment area means and includes the built up covered area of the dwelling unit-comprising of the carpet area of the dwelling unit, area under walls, half area under partition walls, full area of the balconies (s), cup board (s), if any, attached to the dwelling unit- plus proportionate share of all the common area such as. foundations, columns, girders, beams, supports, main walls, roof halls, corridors, lobbies, stair case, fire escapes and entrances and exits of the building:

Basements, cellars, wards, parks, gardens, community centres and parking areas of common use except covered parking.

MARTON GALLEGH

(For and on behalf of MD AWHO)

(Sig. of Allottee)

(For and on behalf of NOIDA)



The premises for the lodging of Janitors or persons employed for the management of the property:

refrigeration air conditioning, Incinerating, and sewerage: Installations of the central services, such as power, light, gas, hot and cold water heating

common use : such other community and commercial facilities except shops as may be specified in harvesting system, compressors, ducts and in general all apparatus and installations existing for The elevators, tanks, pumps, motors, fans, cable pipe little (TV, gas electricity etc.) rain water the byelaws, and.

all other parts of the property necessary or convenient to its existences, maintenance and safety, or normally in common use :

portion of the land in the housing complex in proportion to the dwelling unit area of the said being transferred the title to the same along with individed, impartial, unidentified title to the The sub-lesses shall get exclusive possession of the built-upcovered area of dwelling unit and is Lease Deed Flat/Dwelling unit to the total constructed FAR area in the housing Complex through this Sub

payments of all dues. The right of usage of the common facilities is subject to the convenants herein and up to date Lessee/Third parly in the proportionate ratio of dwelling unit area owned out of total F.A.R. right of ingress and egress in common area, which shall remain the joint property of all the Sub te complex comprising of all common areas and facilities such as specified above including the The Sub-Lessess/Third Party shall have all the right, interest, or title jointly in the remaining part of

above written. IN WITNESS WHERE OF THE Parties have hereunto set their hands, the day and year first

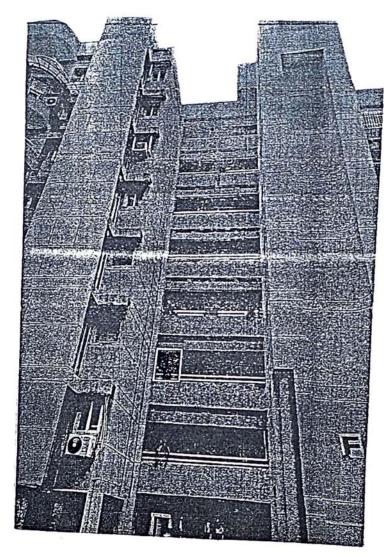
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(For and on behalf of NOIDA)

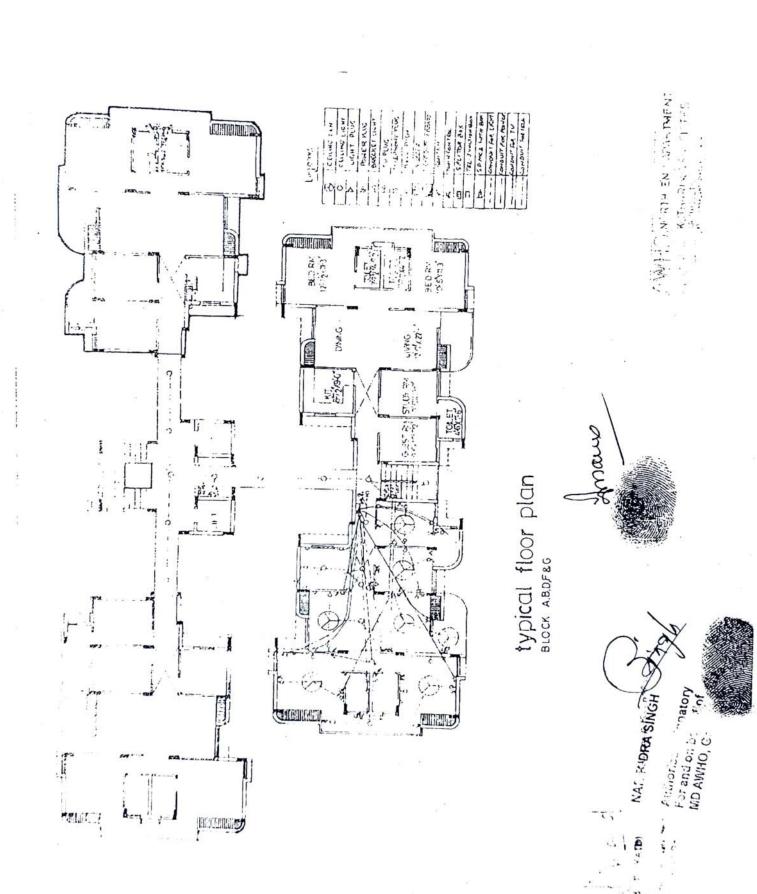
NARENDRA SINGH

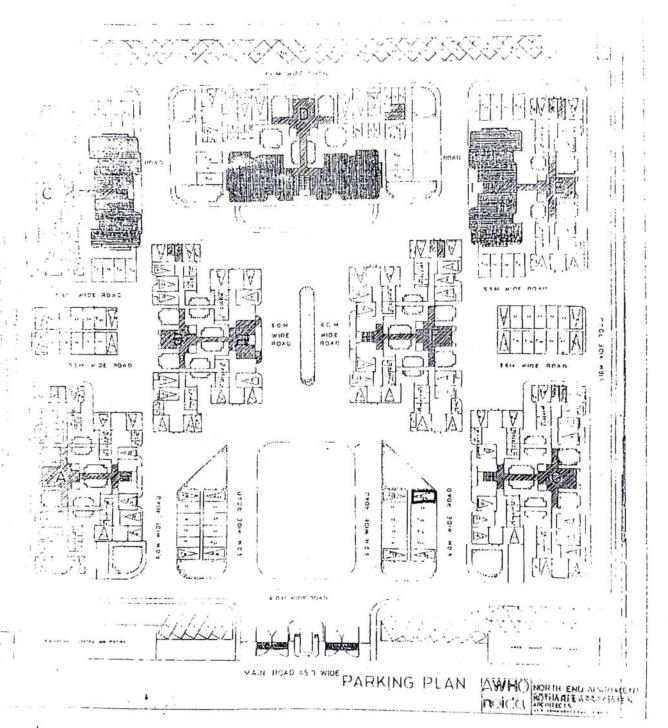
(For and smitstill PACING AWHO)

NEW Milottee)









18 K VAIDI

NARENDIA SHIGH

Aprilorised Signs My
— rand on behalf of
and AWRO, Greater to me



SCHEDULE -1 (ABOVE REFERRED TO)
RAH VIHAR
ALL the Type 'A' dwelling unit bearing number F-721 (Seventh Floor)
and Extended Car Garage/Car parking/Scooter Garage/Servant Quarter in Sector 3 0
and shown in the annexed plans marked red. Super Area of flat is 1625 Sqft and of Servant
Quarter/Extended Car Garage/Car Parking/Scooter Garage is Sqft. > 1625 Sqft
Facilities 151.02 Sq Hf
The following facilities are also available in this Complex:
1. Power Backup 2. Security Guard 3. Community Centre/Club 4. Swimming Pool 5. Gym 6. Lift etc.
Rebate for 7th Floor 8%
Rs 10,000/ Rebate on Stamp Duty Charges being a Lady Allottee.  The boundaries of the property are as under:-
NORTH-EAST SOUTH-EAST SOUTH-WEST NORTH-WEST NORTH-WEST NOIDA
Signed and delivered by
1 <sup>st</sup> Witness For and on behalf of the first
11 3 Craca-am
Swandra Kunan Sigh  Party (NOIDA Authority)  P
Mo Sh Puran Singh Mo Chalue, Noide  Third Party
(A)

(For and on behalf of NOIDA)

NARENDRA SINGH

(For and on behalf of MD AWHO)
Authorized Signatory
or and on behalf of



आवेदन सं: 202300743016720

बही संख्या । जिल्द संख्या । 1778 के पृष्ट 159 से 186 तक क्रमांक 1754 पर दिनोंक ! 5/03/2023 को रजिस्ट्रीकृत किया गया !

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

दीपक गुप्ता प्रभारी उप निबंधक : सदर प्रथम गौतम बुद्ध नगर 15/03/2023

