



उत्तर प्रदेश UTTAR PRADESH

U 555751

SUB LEASE DEED



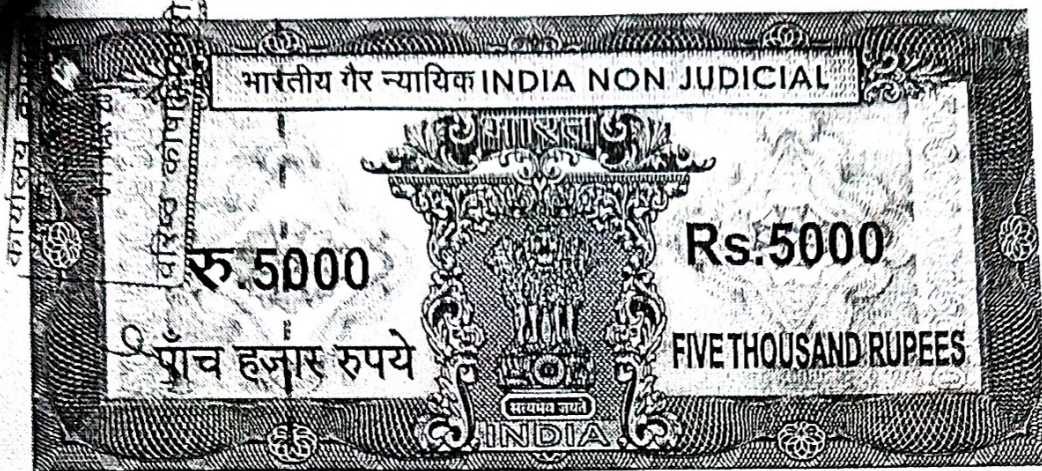
This Stamp Paper is attached with and part of Sublease Deed for Flat No. B-711 having its area 215.96 Sq. Mtrs. of I.T.B.P. Co-operative Housing Society at Plot No.-1, Pocket-A, Sector-32 (Sector-Pi), Greater Noida, Gautam Budh Nagar (U.P.)

For & on behalf of
Lessor

For & on behalf of

भारत सिमा पुलिस
महकरी गान्धारी विभाग

Sub Lessee



उत्तर प्रदेश UTTAR PRADESH

U 555752

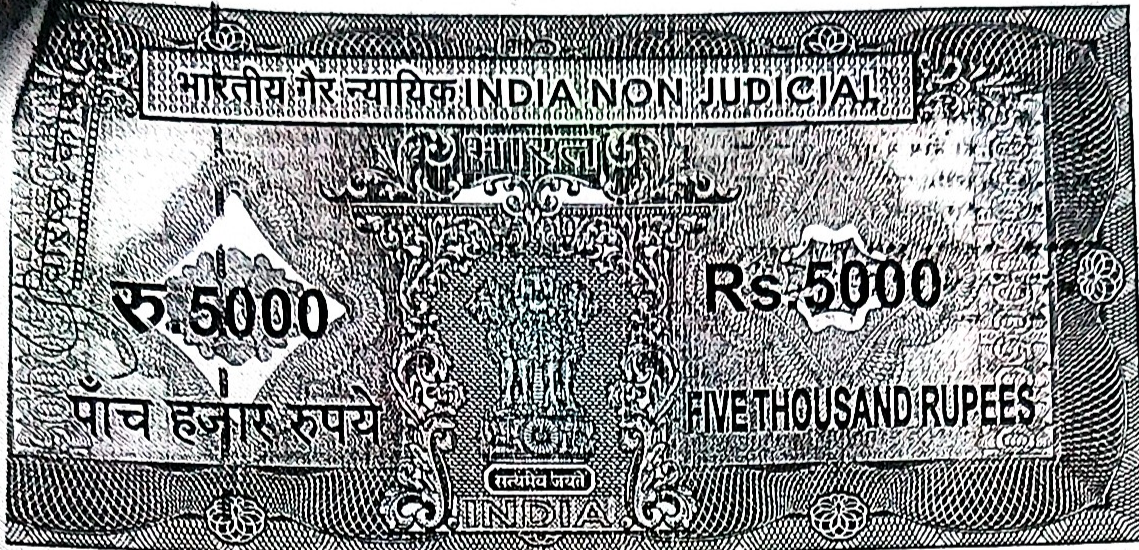
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For & on behalf of
Lessor

For & on behalf of
भारत सिटीमा प्लस
गौतम बुद्ध नगर, उत्तर प्रदेश

Sub Lessee



प्रदेश UTTAR PRADESH

U 556454

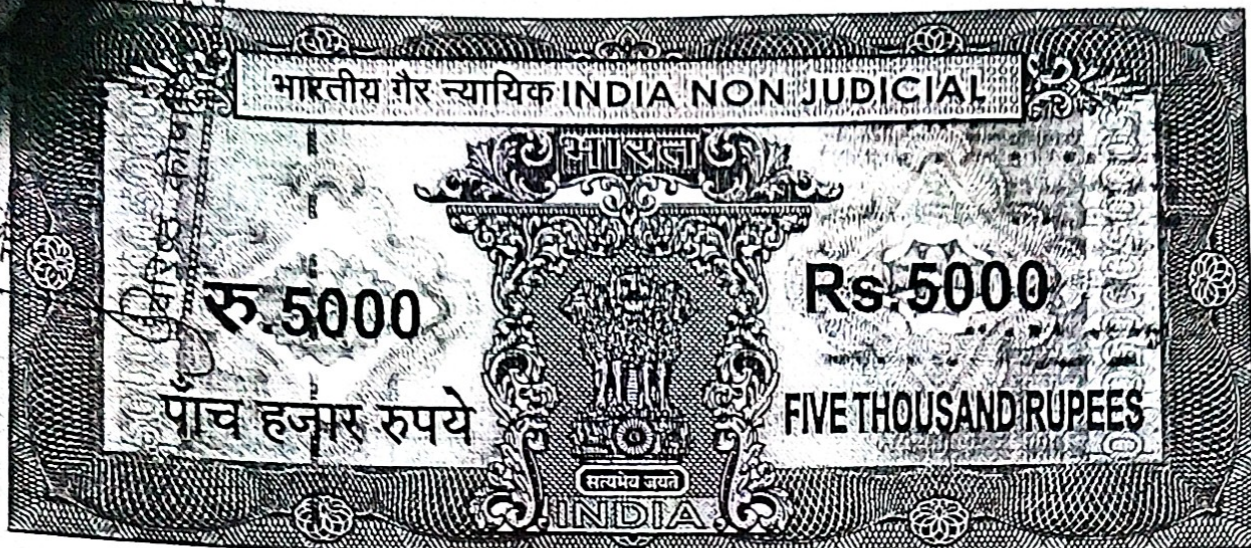
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For & on behalf of
Lessor

For & on behalf of
परमप्रीति सोसायटी लिमिटेड
बहुकारी वावास सभिति लिमिटेड
गौतम बुद्ध नगर
नार्कत भारत लिमिटेड
प्लॉट नं. 1, पॉकेट-ए, सेक्टर-32
ग्रोटर नोइडा, गौतम बुद्ध नगर (उ.प्र.)

Sub Lessee



उत्तर प्रदेश UTTAR PRADESH

U 556456

SUB LEASE DEED

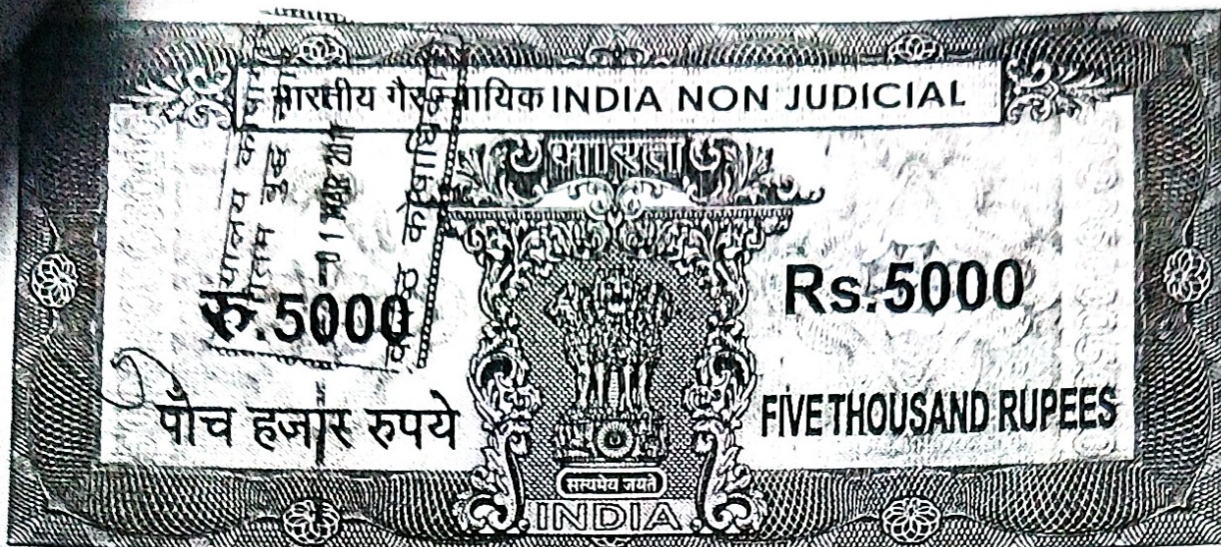
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For & on behalf of
Lessor

For & on behalf of

Sub Lessee
साहूजी लॉन्जिटीव्हीटी सोसायटी प्रा. लि.
बहादुरगढ़, गौतम बुद्ध नगर, उत्तर प्रदेश

Sub Lessee



उत्तर प्रदेश UTTAR PRADESH

U 555947

SUB LEASE DEED

This Stamp Paper is attached with and part of Sublease Deed for Flat No. B-711 having its area 215.96 Sq. Mtrs. of I.T.B.P. Co-operative Housing Society at Plot No.-1, Pocket-A, Sector-32 (Sector-Pi), Greater Noida, Gautam Budh Nagar (U.P.)

For & on behalf of
Lessor

For & on behalf of
Lessee

Sub Lessee

Tripartite Sub-Lease Deed

Sale Consideration:- 12,35,370/-
Market Value:- 88,01,000/-
Stamp Duty:- 95,100/-

Super Area:- 215.96 Sqm.
Covered Area:- 143.22 Sqm.
Remaining Area:- 72.74 Sqm.
Floor:- Seventh

This indenture on this day of March Two Thousand and Eleven between Greater Noida Industrial Development Authority, a body corporate constituted under Sec. 3 of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act, No.6 of 1976) hereinafter called the 'Lessor' or First Party which expression shall unless the context does not so admit include its successors and assigns on the One Part,

And

ITBP CO-OPERATIVE HOUSING SOCIETY registered under the Societies Act 1962 having Registration No. 2565 of District Gautam Budh Nagar U.P. with Uttar Pradesh 44th Urban Panchayat, Lucknow having its registered office at PLOT NO.1, POCKET-A, SECTOR-32, GREATER NOIDA through its Authorized Signatory MR. GOVIND KUMAR S/O. MR. GOPAL SINGH R/O. FLAT NO. 407, ITBP CO-OPERATIVE HOUSING SOCIETY, PLOT NO.1, POCKET-A, SECTOR-32, GREATER NOIDA, (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 Party

And

MR. ATUL MISHRA I/S O. LATE JUSTICE J.C. MISHRA R/O. FLAT NO. 711-B, SEVENTH FLOOR ITBP CO-OPERATIVE HOUSING SOCIETY, SECTOR-32, GREATER NOIDA, DISTT. G. B. NAGAR (hereinafter called the 'Sub-Lessee' or Third Party) and the first name of them is called the "Assignee" which expression shall unless accompanied with the context or meaning include his/her heirs, executors, administrators, legal representatives and permitted assigns of the Third Party.

For & on behalf of
Lessor

For & on behalf of
Lessee

For & on behalf of
Sub Lessee

Original Member of registered Co-operative Housing Society, Membership No.- 262.

WHEREAS BY A LEASE EXECUTED ON 15-09-2000 and registered in the office of the Sub-Registrar, Greater Noida Industrial Development Authority (hereinafter called 'The Lease') a copy of which excluding the plan has been given to the Third Party the receipt of which is acknowledged by them, between the Greater Noida 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 the Lessor or the First Party) and the Lessee **ITBP CO-OPERATIVE HOUSING SOCIETY** (the society) has demised on lease basis for 90 years commencing from 19-08-2002 the following plot of land in GNIDA situated at plot No.1, Pocket A, Sector - 32, Greater Noida district Gautam Budh Nagar contained by 10001 Square metres be the same, a little more, or less and bounded

ON THE NORTH BY
ON THE SOUTH BY
ON THE EAST BY
ON THE WEST BY

} As Per Lease Plan Attached

The Lease Deed is registered with the Sub-Registrar, Gautam Budh Nagar vide Book No. 01 Vol. No. 271 on page No. 907/948 Sl. No. 5480/5481 dated 15th September, 2000.

The Lease has developed the above plot and plot/dwelling units on the terms and conditions laid down in the said Lease Deed and the Complex is called **ITBP CO-OPERATIVE HOUSING SOCIETY** at Greater Noida. It has various types of plot/dwelling units in it.

AND WHEREAS under the said lease deed the lessee can allot to its registrants a plot/dwelling unit in Greater Noida, including the undivided share of land, common area and facilities appurtenant to the plot/dwelling unit on such premium as decided by the Lessee and one time lease rent as fixed by Greater Noida Industrial Development Authority, the Lessor.

AND WHEREAS the allottee has applied to **ITBP CO-OPERATIVE HOUSING SOCIETY** (The society), the second party, for allotment of a plot/dwelling unit and on the faith of the statements and representations made by the allottee at various times, the second party has delivered possession of the plot/dwelling unit to the Allottee with the condition that the Allottee will become a member of the register Co-operative Society called **ITBP CO-OPERATIVE HOUSING SOCIETY** (Society), having its Office plot No.1, Pocket A, Sector - 32, Greater Noida and that the Society will maintain, manage and administer the complex, the common land, common area and facilities.

AND THAT **ITBP CO-OPERATIVE HOUSING SOCIETY** (Society) the Second Party, has paid to GNIDA one time lease money in respect of the land which GNIDA, the first party acknowledges. The Third Party, Allottee shall not be liable to pay yearly

For & on behalf of
Lessor

For & on behalf of
Lessee

नामनिर्दिष्टा सीमा पुलर
पहकारि

For & on behalf of
Sub Lessee

ground/lease rent. The Allottee 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 plot dwelling unit and have satisfied themselves as to the soundness of construction thereof and the conditions and descriptions of all fixtures and fittings installed and/or provided therein and also the common amenities, facilities and passages pertaining to the said plot/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 i.e. ITBP CO-OPERATIVE HOUSING SOCIETY.

The Lessee hereby declares that the Allottee solemnly affirms:

- I. That the Allottee SH. ATUL MISHRA IES S/O. LATE JUSTICE J. C. MISRA R/O. FLAT NO. 711-B, SEVENTH FLOOR ITBP CO-OPERATIVE HOUSING SOCIETY, SECTOR-32, GREATER NOIDA, DISTT. G. B. NAGAR is bonafide member of Lessee since (date of application) 17-07-2000 has paid the cost of internal development and share of land to the Lessee.

II. NOW THIS INDENTURE WITNESSETH AS FOLLOWS:-

That in consideration of the amount of Rs. 12,55,379/- (Rupees Twelve Lac Fifty Five Thousand Three Hundred Seventy Nine Only) which includes the cost of internal development and the share of the land, paid by the third party to the second party, receipt whereof the second party, hereby acknowledge and the third party agreeing to observe and perform the terms and conditions herein mentioned. The second party doeth hereby handover to the third party the plot/dwelling unit Numbered 711-B, ITBP Co-operative Housing Society, at Plot No.1, Pocket A, Sector - 32, in Greater Noida more particularly described in Schedule-I hereunder written and for greater clearness has been delineated and shown in the attached plan together with all rights, easements and appurtenances whatsoever to the said plot/dwelling unit along with undivided share in common portions, passages and common facilities, subject to the covenants and conditions herein contained.

The second party do hereby also sub-lease unto the said third Party, for unexpired portion of 90 years lease granted by GNIDA, which commenced 15-09-2000 on undivided title to the land proportionate to the amount paid by the third party in relation to the total cost of the land.

1. The vacant and peaceful possession of the internal development of the plot/dwelling units has been given to the third Party.
2. The Authority reserves the right to all mine and minerals, coals, washing goods, earth, oils, quarries, in, over, or under the said Land and full right and power at the time to do acts and things which may be necessary or expedient for the

For & on behalf of
Lessor

For & on behalf of
Lessee

For & on behalf of
Sub Lessee

भारतीय विमान सेवा प्रा. लि.
नगरपालिका, नयाँ दिल्ली

and the amount of the Lessor's share of the said unearned increase shall be the first charge, 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 and binding on all parties concerned.

9. Wherever the title of the third party in the plot/dwelling unit is transferred in any manner whatsoever, the transfer shall be bound by all covenants and conditions contained herein or contained in the said '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 plot/dwelling unit.
10. 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 devolution give notice of such devolution to the Lessor.
11. The third party shall from time to time and at all times pay directly to the local Government/Central Government/Local Authorities or GNIDA existing or to exist in future all rates, taxes charge and assessment of every description which are now or may any time hereafter during the continuance of this deed be assessed, charged or imposed upon the plot/dwelling unit hereby transferred or on the landlord or tenant in respect thereof.
12. The Second/Third Party shall in all respects comply with and be bound by the building, drainage and other bye-laws of the GNIDA or any other competent Authority for the time being in force or to exist in future.
13. The Second party at his own expense will take permission for sewerage, electricity, and water connections from the concerned department of the Authority or from any Competent Authority in this regard and provide the same of the third Party's plot/dwelling unit. The second/third party shall keep the demised plot/dwelling unit.
 - i. at all times in a state of good and substantial repairs and in good sanitary condition to the satisfaction of the Lessor and
 - ii. the available facilities as well as the surroundings neat and clean and in good healthy and safe condition to the convenience of the inhabitants of the place.
14. That the Allottee shall not be entitled to claim partition of his/her undivided share in the land as aforesaid, and the same shall always remain undivided and impartible and unidentified.
15. The Allottee undertakes to put to use plot/dwelling unit for residential use only. In case of default, a penalty of Rs. 2,500/- per day may be imposed upon the defaulter by the Authority, Use of the Plot/dwelling unit other than residential will render Allottee liable for cancellation and the Allottee will be paid no compensation thereof.
16. The Second/Third party shall abide by all regulations, Bye-laws, directions and guidelines of the Authority framed/issued under section 8, 9 and 10 or under any

For & on behalf of
Lessor

For & on behalf of

नाम-सिद्धि सोमा पुनिक
बहुकारी आवासीय सहकारी संस्था

For & on behalf of
Sub Lessee

other provisions of the UP Industrial Area Development Act 1976 and rules made therein.

17. In case of non-compliance of terms and conditions and directions of Authority, the Authority shall have the right to impose such penalty as the Chief Executive Officer may consider just or expedient.
18. If the maintenance work of any area is not found satisfactory as per the authority guidelines, the required maintenance work will be carried out by the Authority and the expenses incurred in carrying out such works will be borne by the second / third Party collectively or in parts. The decision of the Authority will be final as to the expenses incurred in the maintenance work.
19. The second/third party shall maintain all services in good order and good shape for a minimum period of one year or the extended period as may be necessitated after the date of completion of internal development works at its own cost and thereafter develop a system by which the long term maintenance of the area, services, buildings shall be ensured to the satisfaction of the authority.
20. The Third party shall not without the sanction or permission in writing of the Lessor erect any building or make any alteration, or sub-divide or amalgamate such transferred leased plot/dwelling unit.
21. The Third party (Allottee) shall abide by the terms/conditions laid down by the Second Party (Lessee) in addition to the terms/conditions laid down by the Lessor from time to time.
22. The Second /Third party shall not in any manner whatsoever encroach upon the common lands, areas and facilities and services not handed over to them. All unauthorized encroachment made by the Second /Third party shall be liable to be removed at their cost.
23. The Second/ third party shall on the determination of the sub-lease of the land, peacefully yield up the said land unto the Lessor after removing the super structure within stipulated period from the land.
24. The allottee has become a member of the **ITBP CO-OPERATIVE HOUSING SOCIETY** (the society), Greater Noida, formed by the Lessee for the purpose of maintaining and managing the common areas of the plot/dwelling unit. In case of any conflict, the decision taken by the Lessor shall be final.
25. The Second/third Party shall ensure the premises against fire either singly or collectively with other Allottees and keep the insurance current at all times.
26. The Second/Third party 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.
27. The cost and expenses of preparation, stamping and registering the legal documents and its copies and all other incidental expenses will be borne by the Allottee, who will also pay the stamp duty of transfer of immovable property

For & on behalf of
Lessor

For & on behalf of

अपत सिविल सोसायटी
अपत सिविल सोसायटी

For & on behalf of
Sub Lessee

levied, or any other duty or charge that may be levied by any authority empowered in this behalf.

28. After this deed is executed, no disputes or differences relating to the registration, booking and allotment and in all such other matters as are instrumental to these and are likely to effect the mutual rights, interests, privileges and claims of the Second/third party would be entertained. In the event of any dispute, still arising with regard to the terms and conditions of the deed, the same shall be subject to the jurisdiction of District Court G. B. Nagar or the High Court of Judicature at Allahabad.
29. In case of any breach of the terms and conditions this deed by the Second/Third party, the Lessor will have the right to re-enter the demised plot/dwelling unit after determining the sub-lease of the demised plot/dwelling unit. If it is occupied by any structure built unauthorizedly by the Second/Third party, the Lessor will remove the same at the expense and cost to Third party. At the time re-entry of the demised plot/dwelling unit the Lessor may re-allot the demised plot/dwelling unit to any person.
30. If the third party is found to have obtained the allotment, transfer and sub-lease of the demised premises by any misrepresentation/mis-statement of fraud this deed may be cancelled and possession of the demised premises may be taken over by the Lessor and the Second/third Party in such an event win not be entitled to claim any compensation in respect thereof.
31. All notices, orders and other documents required under the terms of the sub-lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (UP Act No.6 of 1976) or any rules or regulations made or directions issued thereunder 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 (UP Act No.30 of 1974).
32. The provisions of The Uttar Pradesh Ownership of Flats Act, 1975 as amended from time to time and the Uttar Pradesh Ownership of Flats Rule, 1984 and all ownership of Flats Rules, 1984 and all other rules, regulations other and statutory laws, wherever applicable will be observed and complied with.
33. All powers exercised by the Lessor under this deed may be exercised by the 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.
34. All clauses of the "The Lease" executed by GNIDA in favour of ITBP CO-OPERATIVE HOUSING SOCIETY (the society) on 15-09-2000 shall be applicable to this sub-lease deed and in case of any contradiction the decision of the Lessor shall be final.
35. The Chief Executive Officer of the Lessor reserves the right to make such additions and alterations or modifications in these terms and conditions as may be considered just and expedient.

For & on behalf of
Lessor

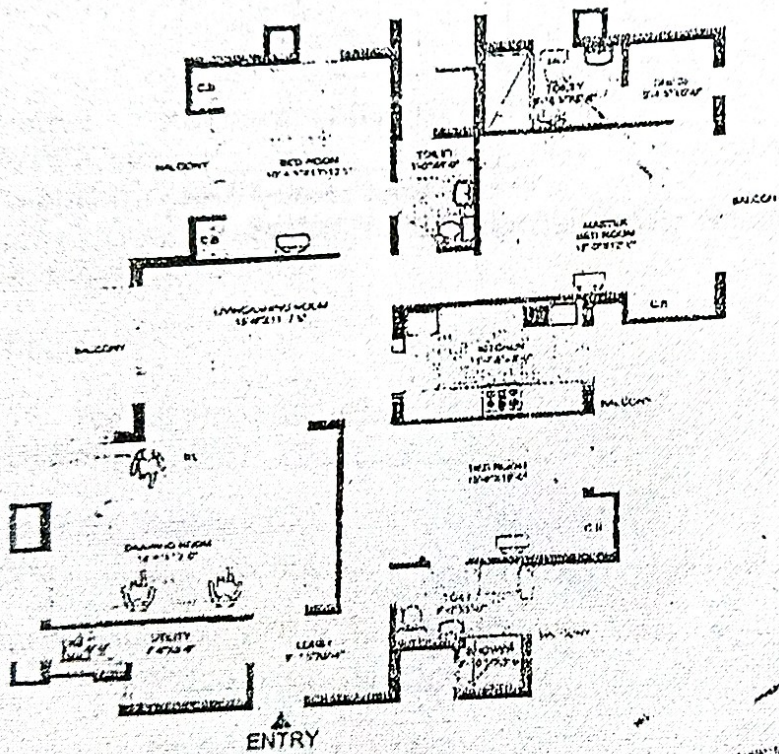
For & on behalf of
Lessee

For & on behalf of
Sub Lessee

7711-13

THE 3 BEDROOM+SEVANT ROOM UNIT(S+7)

SUPER AREA - 815.96 SQM COVERED AREA - 143.22 SQM Remaining Area 672.74 SQM.



माध्यम विज्ञान सीमा पुलिस

संस्कृत-विभाग

Atel hien

श्री श्री गणेशाय नमः

APPENDIX-'B'

POSSESSION LETTER

No ITBP/KHS/103

dated 25/8/2012

Subject: Allotment of flat No. 711
 TYPE/Category B Floor 7 at Greater Noida ITBP
 Co-operative society apartment named Plot No
1, Pocket No. A Sector 32 Greater Noida Industrial
 Development Authority.

Memo:

The flat mentioned above has been allotted to
 Shri/Smt: Atul Mishra IES

Son/Wife/Daughter of
 Shri J.C. Mishra and

The physical possession of the flat handed over today i.e
 Shri/Smt/Kumari Atul Mishra IES

membership no 962

माधव निरुपति सीमा पुल
 सहकारी खावास समिति निमित्त
 गीतम बुद्ध मठ
 वास्तव शास्त्र निमित्त योग्य प्रमाण

Possession handed over by
 President/Secretary,
 ITBP Co-Operative Housing Society

Possession taken over by

Member

36. All arrears payable to Lessor shall be recoverable as arrears of land revenue.

37. Any relaxation, concession or indulgence granted by the Lessor to the Lessee/Allottee shall not in anyway prejudice the legal right of the Lessor.

38. IN WITNESS WHEREOF THE PARTIES have hereunto set their hands, the day and year first above written.

SCHEDULE-I (ABOVE REFERRED TO)

The type 'B' dwelling unit Number 711 configuration being unit number Seven Hundred Eleven at ITBP Co-operative Housing Society, the said flat is on the Seventh Floor consisting of Three Bedroom, One Servant Room, Four Toilets, Drawing/Dinning Room, One Kitchen & is part of multi storied building, at plot No.1, Pocket A, Sector - 32, in Greater Noida developed by ITBP Co-operative Housing Society, at plot No.1, Pocket A, Sector - 32, in Greater Noida, (the society) having super area under the said Unit 215.96 Sq. Meters, covered area is 143.22 Sq. Meters and Common Area is 72.74 Sq. Meters.

ON THE NORTH BY
ON THE SOUTH BY
ON THE EAST BY
ON THE WEST BY

As Per Lease Plan Attached

SIGNED AND DELIVERED BY

Witness Signature

Name:

Address:

Witness Signature

Name:

Address:

For and on behalf of the Lessee / Second Party

For and on behalf of the Allottee / Third Party

For and on behalf of the Lessor

For & on behalf of
Lessor

For & on behalf of
Lessee

For & on behalf of
Sub Lessee