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Government of Uttar Pradesh

e-Stamp

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IN-UP04467296112689Q • 27-Apr-2018 04:22 PM SHCIL (FI)/ upshcil01/ NOIDA/ UP-GBN SUBIN-UPUPSHCIL0105367830537372Q UTILITY POWERTECH LIMITED Article 23 Conveyance FLAT NO.704, 7TH FLOOR, TOWER-LUV, BSES HOUSING ASSOCIATION, B-9/17, SECTOR-62, NOIDA (U.P.) NOIDA AND BSES LTD PRESENTLY RELIANCE INFRA LTD

UTILITY POWERTECH LIMITED UTILITY POWERTECH LIMITED 2.98,000

:

(Two Lakh Ninety Eight Thousand only)





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Statutory Alert:

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REALER 0.2021.2000



-2-

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

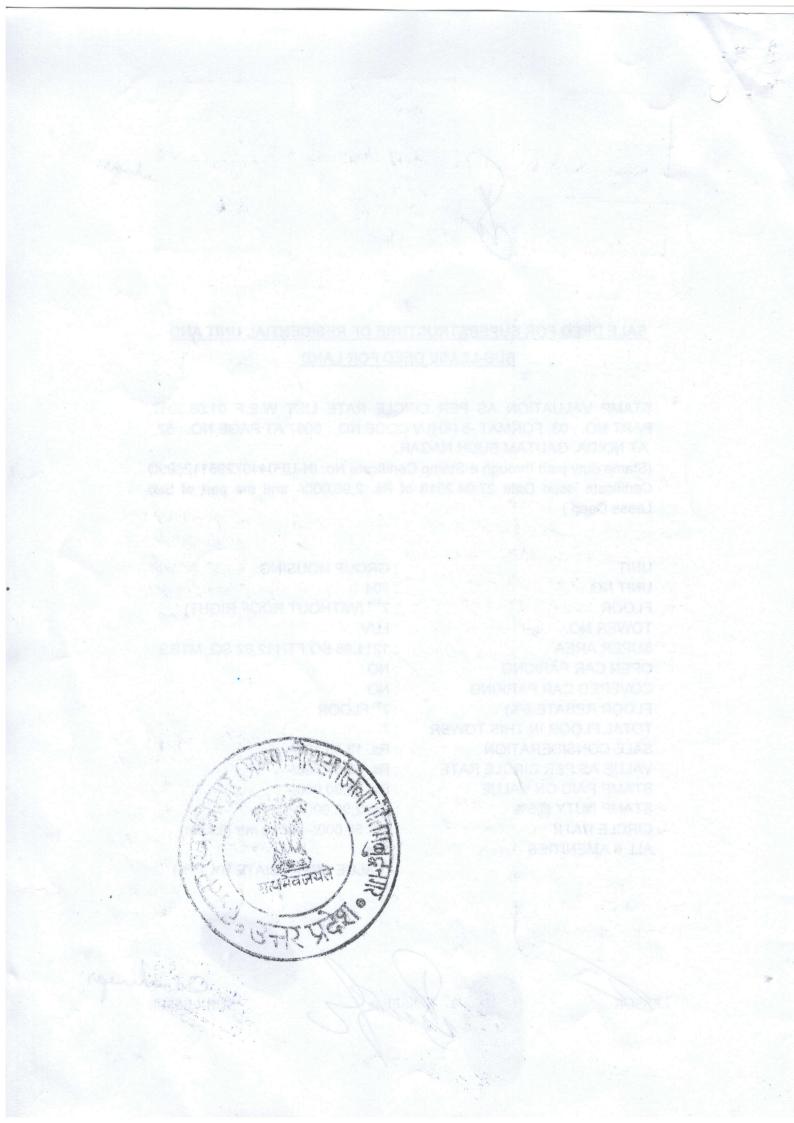
STAMP VALUATION AS PER CIRCLE RATE LIST W.E.F 01.08.2017, PART NO. : 03. FORMAT -5 (KH) V CODE NO. : 0067 AT PAGE NO. : 52, AT NOIDA, GAUTAM BUDH NAGAR.

(Stamp duty paid through e-Stamp Certificate No. IN-UP04467296112689Q Certificate issue Date 27.04.2018 of Rs. 2,98,000/- and the part of Sub Lease Deed)

LINUT		
UNIT	: GROUP HOUSING	
UNIT NO.	: 704	
FLOOR	: 7 TH (WITHOUT ROOF RIGHT)	
TOWER NO.	: LUV	
SUPER AREA	: 1211.86 SQ.FT/112.62 SQ. MTRS	
OPEN CAR PARKING	: NO	
COVERED CAR PARKING	: NO	
FLOOR REBATE 8%)	: 7 th FLOOR	
TOTAL FLOOR IN THIS TOWER	: 7	
SALE CONSIDERATION	: Rs. 13,46,180/-	
VALUE AS PER CIRCLE RATE	: Rs. 59,57,598/-	
STAMP PAID ON VALUE	: Rs. 59,60,000/-	
STAMP DUTY @5%	: Rs. 2,98,000/-	
CIRCLE RATE	: Rs. 50,000/- per sq.mtr (for flat)	
ALL 6 AMENITIES	: Yes	
	(VALUE APPRECIATE BY 15%)	

SEE

SUB-LESSEE



This Indenture is made and executed at NOIDA on this <u>DIM</u> day of

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;

AND

M/S BSES Limited, presently known as Reliance Infrastructure Limited (**PAN # AACCR7446Q**) a Company Incorporated under the Indian Companies Act, 1913, having its registered office at H Block, 1st Floor Dhirubhai Ambani Knowledge City Navi Mumbai MH- 400710 through Major Pratap Singh (Aadhaar No. 2105-6669-9548) son of Shri Mahbir Singh resident of 222, Sundaram, Sector-19, Vasundhra, Ghaziabad, U.P.-201012, (hereinafter referred to as the "LESSEE" / "SECOND PARTY" which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) of the Second Part;

AND

M/s Utility Powertech Limited, having its Corporate office at UPL House, W-24, Sector-11, Noida, District Gautam Budh Nagar, U.P., through its Authority Signatory **Mr. Gaurav Bhatnagar** (Aadhaar No. 2304-1189-7729)) (Mobile No. 9650050948) son of Shri Yogendra Prakash Bhatnagar resident of STD-704, Indrapuram, Near Shipra Sun City Ghaziabad, U.P., duly authorized vide Authorization Letter of the Company dated 25.04.2018 (hereinafter referred to as the **"SUB-LESSEE"** / **"THIRD PARTY"** which expression shall unless contrary or repugnant to the context or meaning thereof shall include his/her heirs, executors, administrators, legal representatives, permitted assigns) of the Third Part;

LESSOR

SSEE

SUB-LESSEE

उप पट्टा विलेख

प्रतिफल- 5960000 स्टाम्प शुल्क- 298000 बाजारी मूल्य - 0 पंजीकरण शुल्क - 20000 प्रतिलिपिकरण शुल्क - 100 योग : 20100

श्री यूटिलिटी पॉवरटेक लिमिटेड द्वारा गौरव भटनागर अधिकृत पदाधिकारी/ प्रतिनिधि, पुत्र श्री योगेन्द्र प्रकाश भटनागर व्यवसाय : नौकरी निवासी: एसटीडी-७०४, इन्द्रापुरम, नियर शिप्रा सन सिटी, गाजियाबाद, उ० प्र०

गौरव भटनागर

श्री, यूटिलिटी पॉवरटेक लिमिटेड द्वारा

अधिकृत पदाधिकारी/ प्रतिनिधि

ने यह लेखपत्र इस कार्यालय में दिनॉक 05/06/2018 एवं 04:03:46 PM बजे

निबंधन हेतु पेश किया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(राजेश कुमार) उप निबंधक :सदर प्रथम गौतम बुद्ध नगर

https://igrsup.gov.in/igrsup/showEndorsReport_html

WHEREAS by a Lease Deed executed between the Lessor and the Lessee on the 17th day of March, One Thousand Nine Hundred & Ninety Nine and registered in the Office of the Sub-Registrar, Noida, Vide Book No. 1, Volume No. 256 on Pages 775 to 804, the lessor has demised on lease basis for 90 years commencing from 17th March 1999 a Plot No. B-9/17, Size-5010 sq. mtrs. in Sector-62, Noida, District Gautam Budh Nagar, U.P.

The Lessee has constructed dwelling units on the terms and conditions laid down in the said Lease Deed and the complex is titled BHA Millennium Towers.

AND WHEREAS under the said lease deed, the lessee can allot to the sub-lessee a dwelling unit in BHA Millennium Towers, including the un-divided share of land, common areas, and facilities appurtenant to the dwelling units on such premium as decided by the lessee and yearly ground rent as fixed by the lessor.

Second party, BSES Limited has novated the entire terms and conditions of allotment of plot, as well as the entire terms and conditions of lease deed signed with NOIDA, in favour of BSES Housing Association (BHA) vide it letter Nno. B/Legal/BHA/99 dated 17th March 1999, BSES Housing Association (BHA) is a group of voluntary members, who have contributed money for complete project cost and has been managing day to day affairs of the group housing project.

AND WHREAS the allottee has applied to the second party for allotment of a dwelling unit and on the faith of the statements and representation made by the allottee at various times, the Second Party has delivered possession of the dwelling unit to the allottee with the conditions that the allottee will remain member of the BSES Housing Association will maintain, manage and administer the Complex, the common land area and facilities.

SUB-LESSEF

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पट्टा सताः 1

श्री नॉएडा प्राधिकरण के द्वारा सचिन शर्मा ,

पुत्र श्री कोटटन निवासी: नॉएडा प्राधिकरण, सेक्टर-६, नॉएडा



व्यवसायः नौकरी पट्टा दाताः 2

श्री बीएसईएस लि॰ वर्तमान में रिलायंस इन्फ्रास्ट्रक्चर लिमिटेड के द्वारा मेजर प्रताप सिंह , पुत्र श्री महबीर सिंह निवासी: २२२, सुन्दरम; सेक्टर ११, वसुंधरा, गाजियाबाद, ४० प्र॰ व्यवसाय: नौकरी पट्टा गृहीता: 1

श्री यूटिलिटी पॉवरटेक लिमिटेड के द्वारा गौरव भटनागर, पुत्र श्री योगेन्द्र प्रकाश भटनागर निवासी: एसटीडी-७०४, इन्द्राप़ुरम, लियर शिप्रा सन सिटी, गाजियाबाद, ३० प्र० व्यवसाय: नौकरी



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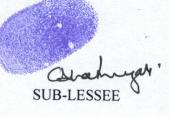
AND THAT the Second Party, have paid to NOIDA one time lease money in respect of the land which NOIDA, the first party acknowledges vide challan No. 106929 dated 15.03.2000. The Third Party or the allottee shall not be liable to pay yearly ground/lease rent. The Sub-Lessee will also observe covenants, terms and conditions as laid down hereunder.

Both the Second Party and the Third Party have carried out inspection of the said 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 dwelling unit and also the nature, scope and extent of the undivided benefit or interest in the common area and facilities within the said BHA Millennium Towers Complex.

The Lessee hereby declares and the Sub-Lessee solemnly affirms.

- 1. That the allottees M/s Utility Powertech Limited are bonafide members of lessee since 22.02.2002.
- 2. That the allottee has paid the full price of construction of the dwelling nit, as described in Schedule-1, and as shown in the drawing annexed here with along with undivided share in common portions, passages and common facilities, proportionate share of price of the land and a lump sum one time lease rent to the lessee.

SSEE



ने निष्पादन स्वीकार किया । जिनकी पहचान पहचानकर्ता : 1

श्री बी. अशोक पात्रा, पुत्र श्री एस. सिमाद्री पात्रा निवासी: फ्लैट न॰ ७०४, बी-९/१७, सेक्टर-६२, नॉएडा व्यवसाय: नौकरी पहचानकर्ता : 2

श्री गौरव अग्रवाल , पुत्र श्री घनश्याम दास अग्रवाल

नियासी: ४०३९, ब्लाक-रोज वुड महागुन माईवुड्स, जी एच-४, सेक्टर-१६सी,ग्रेटर नॉएडा

व्यवसायः नौकरी

ने की । प्रत्यक्षतःभद्र साक्षियों के निशान अंगूठे नियमानुसार लिए गए है । टिप्पणी :

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ण अधिकारी के हस्ताक्षर

्रामेश कुमार) उपनिबंधक : सदर प्रथम जोतम बुद्ध नगर

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

That in consideration of the amount of Rs. 13,46,180/- (Rupees Thirteen Lakh Forty Six Thousand One Hundred Eighty Only) which is the price for construction of the dwelling unit along with undivided share in common portions, passages and common facilities, paid by the third to the second party (receipts whereof the second party doth hereby acknowledge) and the third party agreeing to observe and perform the terms and conditions herein mentioned. The second party doth hereby transfers on sub-lease to the third party the superstructure of the dwelling Unit, Flat No. 704 in Block-LUV at 7th floor with sanitary, electrical and other fitting at Plot No. B-9/17, BHA Millennium Towers, Sector-62, Noida as described in Schedule-1, and the third party has agreed to take on sub-lease the said superstructure together with all rights, easements and appurtenances whatsoever to the said dwelling units along with undivided share in common portion, passages and common facilities, subject to the covenants and conditions hereinafter contained.

The Second Party do hereby also sub-lease unto the said Third Party for unexpired portion of 90 years lease granted by NOIDA which commenced on 17th March 1999 and 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 super-structure, the dwelling unit has been given to the Third Party.
- 2. The lessee has deposited a lump-sum one time lease rent to the Lessor and the sub-lessee does not require to pay the yearly lease rent fixed and determined from time to time by the Lessor.
- 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 flat as and when the same becomes due and payable and shall, in addition, thereto also pay all other liabilities, charges for repairs, maintenance and replacement etc.

SUB-LESSEE

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- 4. The second and third party shall, at all times duly perform and observe all the covenant 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.
- 5. The Third Party shall not sell, transfer, assign or otherwise part with the possession of the whole or part of the dwelling unit to anyone except with the previous consent in writing of the Lessor which he shall be entitled to refuse in his absolute discretion.

Provided that in the event of the consent being given the Lessor may impose such terms and conditions and may permit transfer on payment or 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 pre-emptive 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 of 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.

SUB-LESSEF

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- 7. Notwithstanding the restriction, limitations and conditions mentioned herein above, the Third party shall be entitled to sublet the whole of the dwelling unit for the purpose of the private dwelling only on a tenancy from month to month or from a term not exceeding 5 years.
- 8. Whereas the title of the second/third party in the dwelling unit is transferred in any manner whatsoever the transfers 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 or whom the title of the decreased 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 Government/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 hereby 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 sub-divide or amalgamate such transferred leased dwelling unit.
- 13. The Third Party shall use the demised premises for residential purpose only.

SUB-LESSEE

LESSOR

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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 them. All unauthorized encroachments made by the Second /Third Party shall be liable to be removed at his cost.
- 15. The Second/Third Party shall on the determination of the sub-lease of the land, peaceably yield up to said land unto the Lessor after removing the superstructure within the stipulated period from the land.
- 16. The allottee has become a member of the BSES Housing Association, NOIDA, 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 premise against fire either singly or collectively with other allottees and keep the insurance current at all times.
- 18. The Second / Third Party and all other persons claiming under his 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 the deed shall be borne by the Third Party.
- 20. After the deed is executed, no dispute or differences relating to the registration, booking and allotment and in all such other matters as are instruments to these and are 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 District Court, Gautam Budh Nagar or the High Court or Judicature, Allahabad.

LESSOR

SUB-LESSEE

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- 18 The "footed / Titled Form and at other persons claiming under No Link another Title the premises are real in good more and marke and that in infertantial material demages are reased to the premises" or the burkley mente therein.
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- 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. If it is occupied by the structure build un-authorisedly by the Second/Third Party, the Lessor will remove the same at the same at the expenses and cost 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 premise by any misrepresentation/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 / 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 sublease or under the Uttar Pradesh Industrial Area Development Act 1976 (U.P. Act No. 6 of 1976 or any rules 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 modifications) 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 officer of the Lessor. The Lessor may also authorize any of its other officers to exercise all or any of the Power exercisable by it's 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 clause of the lease deed executed by NOIDA in favour of BSES Limited on 17th March 1999 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.

SUB-LESSEF

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4. All power distribution by the Exect sinder the dead may be exercised by the diversative theory of the executive of the Lander. The Exected way allow pulsed in the of the other officies to execute all or each back the Persec presentation by the under the David.



SCHEDULE - 1 (ABOVE REFRRED TO)

The 2 BR + S Type Dwelling unit built on configuration bearing Flat No. 704, in Block- LUV at 7th floor on Plot No. B-9/17 in Sector-62, Noida, District Gautam Budh Nagar, U.P. built by BSES Housing Association and shown in the Drawing as supplied to the Sub-Lessee having Super area as 1211.86 sq. ft. i.e, 112.62 square meters is located as follows:-

The Boundaries of Flat No. 704, 7th floor, Block- LUV, BHA MILLENNIUM TOWERS, Plot No. B-9/17, Sector-62, Noida are as under:-

:	AS PER SITE PLAN
:	AS PER SITE PLAN
: : : : : : :	AS PER SITE PLAN
:	AS PER SITE PLAN
	: : : :

&

Photograph of witness No. 1

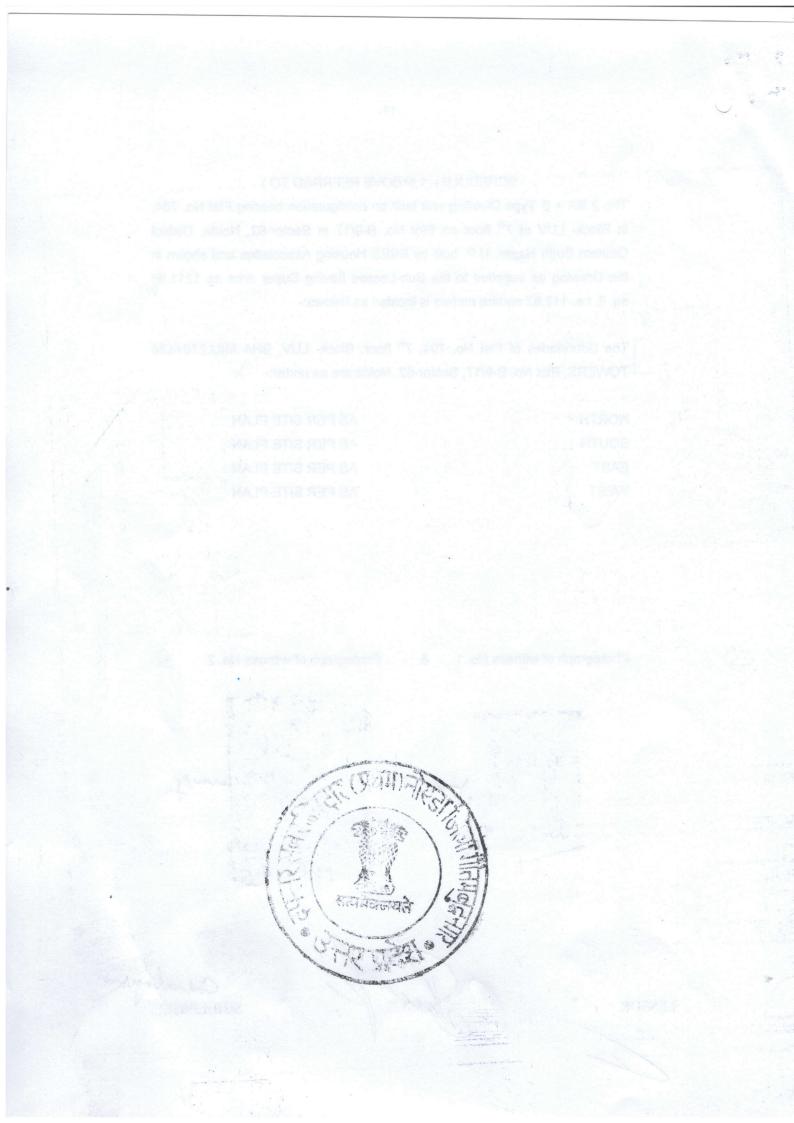
Photograph of witness No. 2

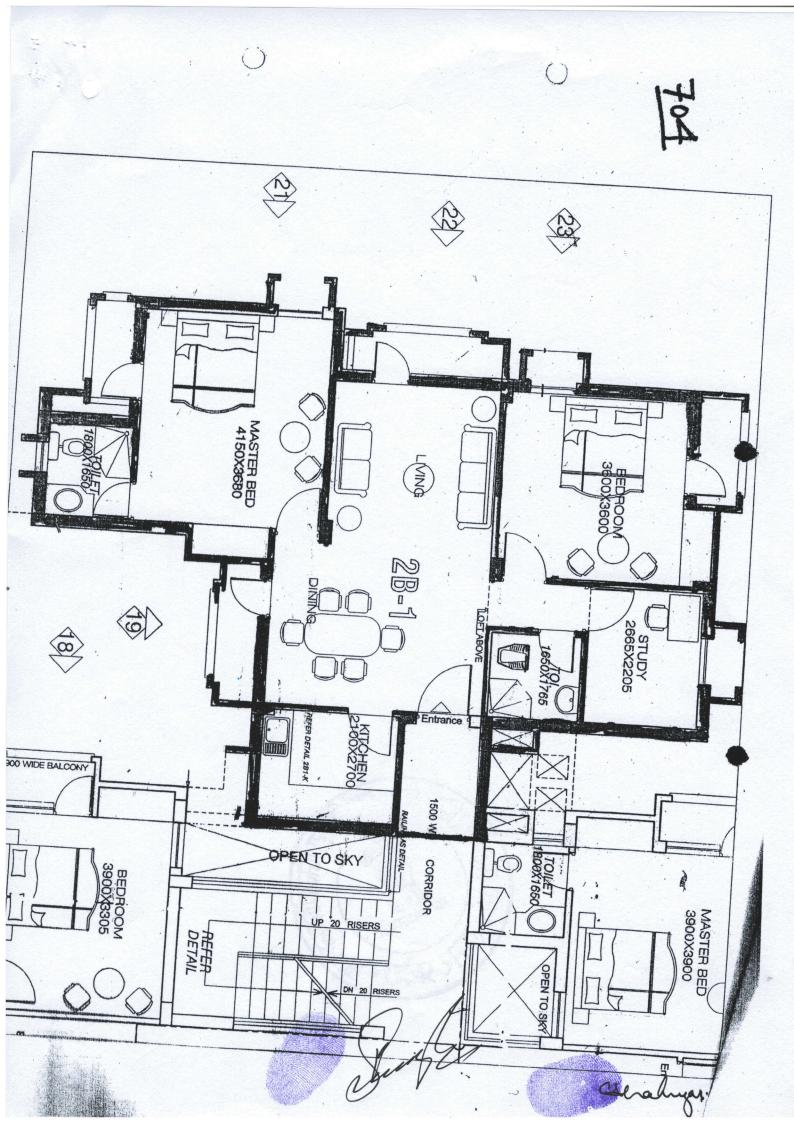


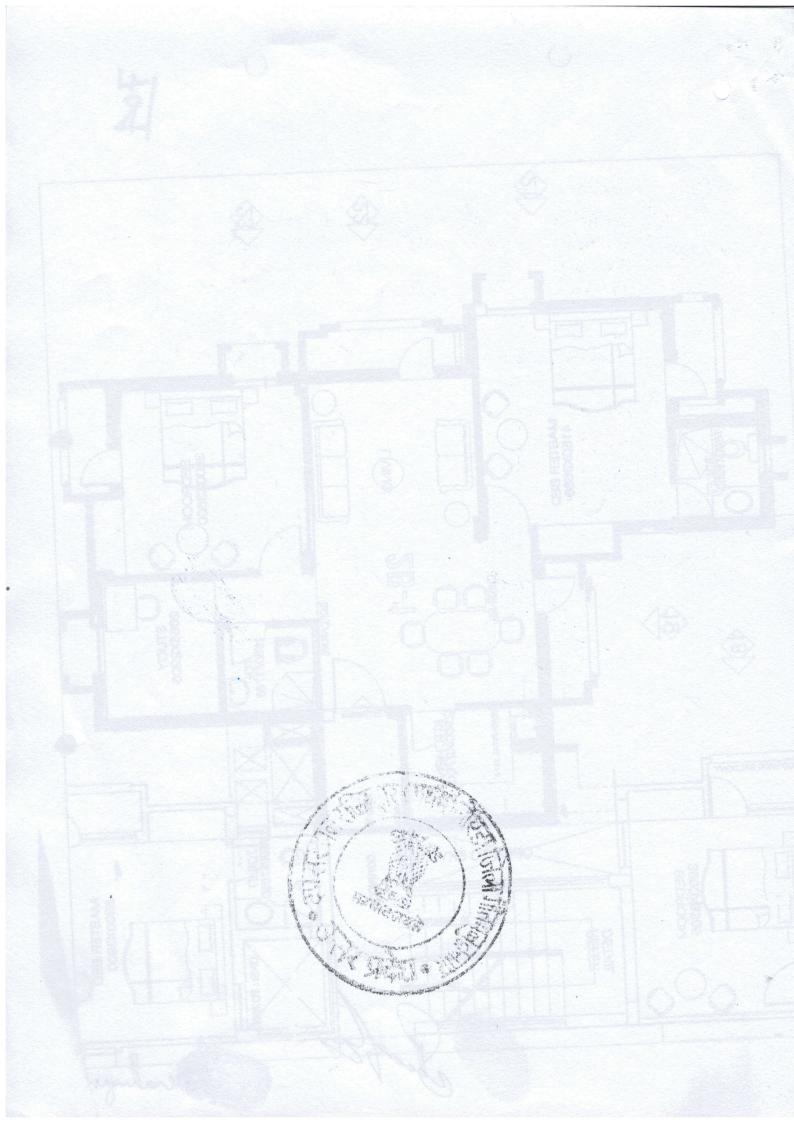


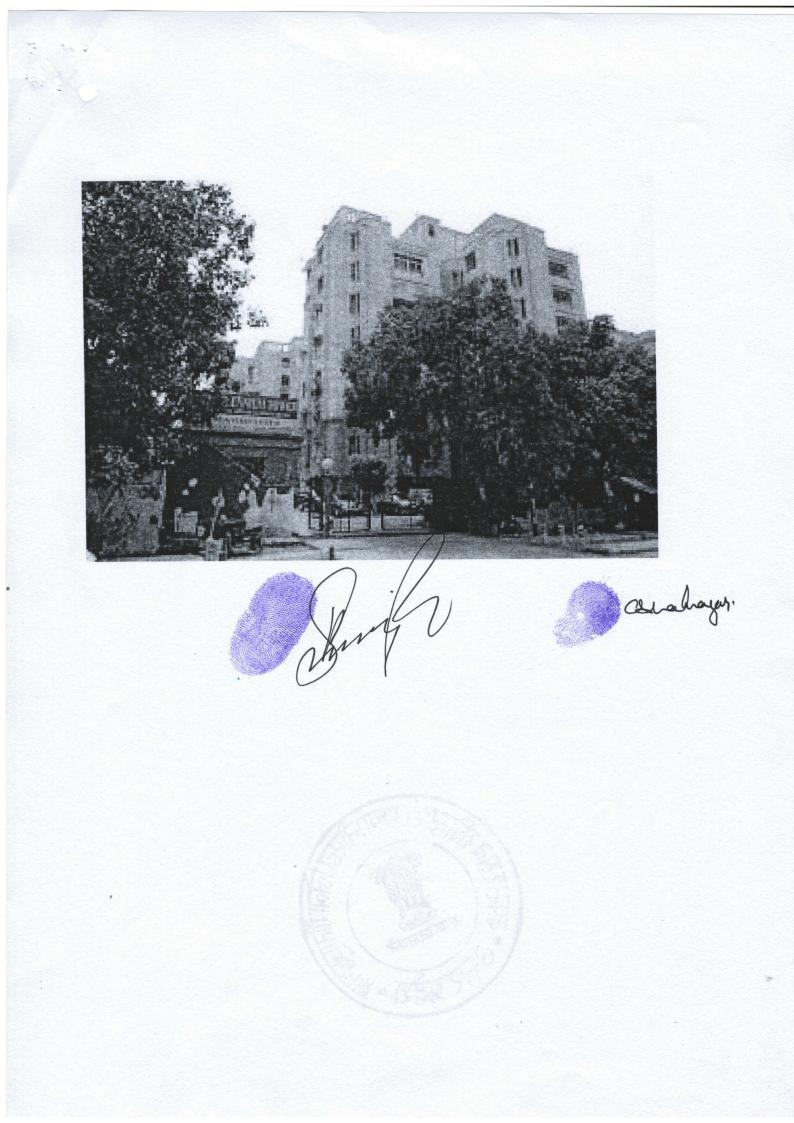
ESSEE

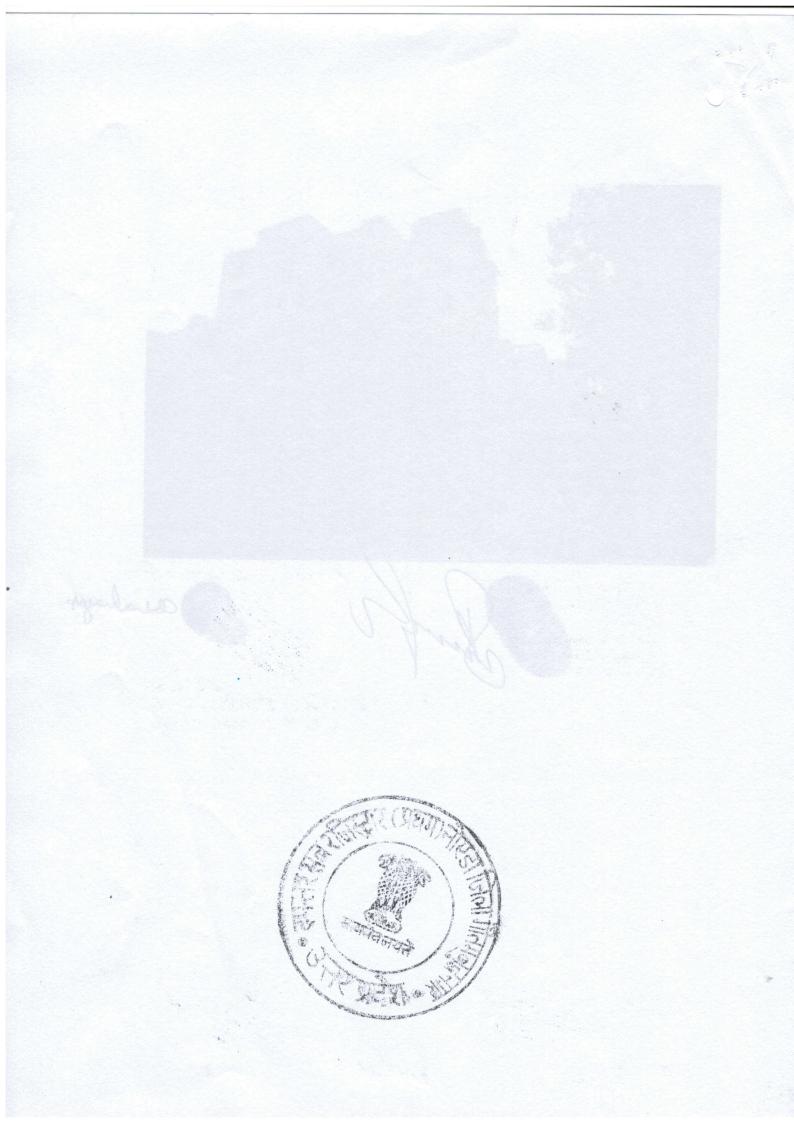
SUB-LESSEE











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

SIGNED AND DELIVERED BY

06(18

(LESSOR)

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

(LESSEE)

FOR & ON BEHALF OF THE SECOND PARTY (BHA, BSES Limited (Presently known as Reliance Infrastructure Limited)

(SUB-LESSEE) FOR & ON BEHALF OF THE THIRD PARTY (M/s Utility Powertech Limited)

SUB-LESSEE

WITNESSES:

1.

Shri B. Asoka Patra S/o Shri S. Simadri Patra R/o Flat No. 704, B-9/17, Sector-62 Noida

Gauran Ag 2. 1

Shri Gaurav Agrawal S/o Shri Ghanshyam Das Agrawal R/o 4039, Block-Rosewood Mahagun Mywoods, GH-4, Sector-16C, Greater Noida West

LESSOR

बही संख्या 1 जिल्द संख्या 8337 के पृष्ठ 373 से 412 तक क्रमांक 4606 पर दिनॉक 05/06/2018 को रजिस्ट्रीकृत किया गया।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

netiny estimation

(राजेश कुमार) 05/06/10

रुप निबंधक : सदर प्रथम गौतम बुद्ध नगर

https://igrsup.gov.in/igrsup/showEndorsReport_html_60