

**Proforma of Conveyance/ Sub-Lease Deed****E-STAMP CERTIFICATE NO.-****Stamp Paid Rs..... -****SALE DEED FOR SUPERSTRUCTURE OF SHOP AND SUB-LEASE DEED FOR LAND AT PLOT BEARING NO. P-5A AND P-5B, SECTOR-134, NOIDA, U.P. HAVING TOTAL AREA OF 12,580 SQ. MTRS**

<b>UNIT NO.</b>	
<b>FLOOR</b>	
<b>SUPER AREA</b>	
<b>CARPET AREA</b>	
<b>CIRCLE RATE VALUE OF PROPERTY</b>	
<b>SALE CONSIDERATION</b>	
<b>STAMP DUTY PAID</b>	

First Party

Second Party

This Conveyance / Sub-Lease Deed is made and executed at Noida on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**BY & BETWEEN**

**M/s. Expressway Hospitality Pvt. Ltd.** (CIN no. U72300DL2006PTC151735 ), a company incorporated under the provisions of the Companies Act, 1956 having its registered office situated at 325, Jagriti Enclave Delhi-110092 (PAN- AACCC9706A) and Corporate office at Gulshan one29, 7<sup>th</sup> Floor, Plot no. C3E1, Sector 129, Noida, Uttar Pradesh, represented by its authorized signatory \_\_\_\_\_ (Aadhar No. \_\_\_\_\_) authorized vide board resolution dated \_\_\_\_\_, (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest, and permitted assigns). Herein after referred to as "**FIRST PARTY**"; through Power of Attorney holder \_\_\_\_\_ appointed vide authenticated Power of Attorney registered in the office of Sub-Registrar - Noida on \_\_\_\_\_ as Document No \_\_, Volume No-\_\_, Page from \_\_ to \_\_ in Book No-\_\_.

**AND**

..... (PAN: ..... & .....)S/O  
..... (hereinafter referred to as the "**SECOND 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 **SECOND PART**;

**WHEREAS**

- A.** (i) The First Party is absolute and lawful owner of lease hold land situated at Plot no. **P-5A**, Jaypee Greens Wish Town Sector-134 Noida, Uttar Pradesh admeasuring 6290 sq. mtr, and which has been acquired by First Party vide Sub-Lease Deed dated 27.06.2017 executed between Jaypee Infratech Limited and Expressway Hospitality Pvt. Ltd. and the same was registered before the Sub Registrar -I, Noida dated 27.06.2017 vide Registration no. 4229 in Book No. 1 of year 2017. **AND**
- (ii) The First Party is absolute and lawful owner of adjoining lease hold land situated at Plot no. **P-5B**, Jaypee Greens Wish Town, Sector-134 Noida, Uttar Pradesh admeasuring 6290 sq. mtr, and which has been acquired by First Party vide Sub-Lease Deed dated 27.06.2017 executed between Jaypee Infratech Limited and Expressway Hospitality Pvt. Ltd. and the same was registered before the Sub Registrar -I, Noida dated 27.06.2017 vide Registration no. 4228 in Book No. 1 of year 2017.
- (iii) Further to note that above two plots bearing no. P-5A and P5B were amalgamated into a Single plot bearing plot no. P5A & P5B, Jaypee Greens Wish Town, Sector 134, Noida, Uttar Pradesh and having total area of 12,580 Sq. Mtrs vide Letter no. Noida/c.a.p. /2024/4099 dated 25.04.24 issued by the Noida Authority (herein after referred to as "**Project Land**").

First Party

Second Party

(iv) The Project Land is earmarked for the purpose of building as Banquet, shop and permitted used as per the Master plan and rules and regulations of competent authorities and includes parking space, common areas and facilities, limited common areas and facilities, independent area, open spaces etc. and all that is constructed / to be constructed and there about lying upon the Project Land and all that shall be collectively known as "Express One34" (hereinafter referred to as "**Complex**"). The First Party has obtained completion/ Occupation certificate from the competent authority for the said Complex.

**AND WHEREAS** under the terms of the said Sub-Lease Deeds dated 27.06.2017, the First Party can allot to its registrants shops in NOIDA, including undivided share in Project land, common areas and facilities appurtenant to the shop on such terms as decided by the Yamuna Expressway Industrial Development Authority, herein after YEIDA / NOIDA Authority.

**AND WHEREAS** the Second Party had applied for allotment of Shop in the said Complex and the First Party has allotted and received consideration mentioned herein and delivered possession of the Shop Bearing No. \_\_\_\_\_ having SUPER AREA of ..... Sq. Ft. (..... Sq. mtr.) And CARPET AREA ..... Sq. Ft. (..... Sq. mtr.) on the \_\_\_\_\_ FLOOR of the aforesaid Complex to the Second Party against the consideration which has already been paid. The Second Party will also observe covenants, terms and conditions, as laid down in the Said Sub-lease Deeds dated 27.06.2017 on the terms and conditions hereunder.

**AND WHEREAS** the Second Party has carried out the inspection of the Building plans of the said unit, and has satisfied himself/herself/themselves as to the soundness of the 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 unit / complex and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the said complex.

**NOW THIS INDENTURE WITNESSETH AS FOLLOWS.**

That in consideration of the amount of **Rs. ....** /- (**.....Only**) which includes the cost of the superstructure of the unit and the proportionate share of the Land, paid by the Second Party to the First Party, receipt whereof the First Party hereby acknowledges and the Second Party agreeing to observe and perform the terms and conditions herein mentioned, the First Party hereby sub-lease/sell to the Second Party the superstructure of the shop or referred to as "**Unit**" BEARING NO. \_\_\_\_\_ HAVING SUPER AREA ..... Sq. Ft. (..... Sq. mtr.) and CARPET AREA ..... Sq. Ft. (..... Sq. mtrs.) ON THE \_\_\_\_\_ Floor (**hereinafter referred to as "DEMISED PREMISES"**), electrical and other fittings, in the "**Express One34**" Project situated at plot bearing no. P-5A & P-5B, Jaypee Greens Wish Town, Sector-134 Noida, Uttar Pradesh having area of 12,580 sq. mtrs and more particularly described in Schedule hereunder written, and plan annexed herein under written together with all rights, easements and appurtenances whatsoever to the said demised Premises along with undivided share in common portions, passages and common facilities, Stair Case, etc., subject to the covenants and conditions hereinafter contained.

First Party

Second Party

The First Party simultaneously does hereby also sub-leases unto the Second party for the unexpired period of lease up to 27.02.2093 the undivided title to the Land proportionate to the area of the Demised Premises allotted to the Second party in relation to the Total area of the Project land.

1. The vacant and peaceful possession of the superstructure of the Demised Premises has been given to the Second Party. The Jaypee Infratech Ltd. has deposited/ will deposit One Time Lease rent of the Project Land and the Second Party is not required to pay any Lease Rent during the un-expired portion/Period of the said Lease.
2. The Second party shall pay all charges, Shared area Maintenance Charges, taxes, levies and other impositions payable for the time being to the First Party and /or Designated Maintenance Agency.
3. The Second party shall pay annual rents, taxes, charges, levies and impositions payable for the time being by the First Party as occupier of the said Demised Premises as and when the same becomes due and payable and shall in addition thereto shall also pay all other liabilities charges for repairs, maintenance and replacement etc. as per Maintenance Agreement between the Second Party and nominee of The First Party.
4. That for computation purpose, the super area means and includes the built up covered area of the Demised Premises plus proportionate area under the corridors, passages, stair case, underground/overhead water tanks, munties, entrance lobbies, electric sub-stations, pump house, Shafts, guard rooms and other common facilities, architectural features, lift wells, lift rooms, circulation area etc. The Second Party shall get exclusive possession of the built-up covered area of the Demised Premises and is being transferred the title of the same along with undivided, impartible, unidentified title to the portion of the Project Land in the Complex in proportion to the super area of the said Demised Premises to the total super area constructed in the Complex through this Sale Deed. The Second Party shall have no right interest, or title in the remaining part of the complex such as parking space, roads, parks, overhead water tanks, electric sub-station, open areas, entrance lobbies, munties, pump house, Shafts, architectural features, lift wells, lift rooms, circulation area, guard rooms etc. except the right of ingress and egress in common areas, which shall remain the property of the First Party. The right of usages of the common facilities is subject to the covenants herein and up to date payment of all dues.
5. The First Party and the Second Party shall, at all times duly perform and observe all the covenants and conditions which are contained in the said Sub-Lease deeds dated 27.06.2017 executed between the Jaypee Infratech Limited and the First Party and observe the same as applicable and relating to the land pertaining to the Demised Premises given to him/ her/ them.
6. Any transfer, sale, assignment or otherwise parting with the said Demised Premises by the Second Party will attract payment of prevailing transfer charges in addition to whatsoever other amount is payable to the YEIDA. The decision of the YEIDA in respect of transfer charges will be final and binding.

7. The Second Party shall be required to make the Demised Premises functional within a period of one (1) year from the date of this deed and shall be required to submit the documents as per prevailing policy of commercial properties of the YEIDA Authority in this regard failing which the extension charges shall be leviable as per policy of the YEIDA for Commercial/ institutional Properties.
8. The Second Party shall not mortgage the said Demised Premises for securing any loan at any stage except with prior permission of the YEIDA in writing, which shall be obtained, or given by the YEIDA as per terms of the Lease. Provided that in the event of the sale or foreclosure of the mortgaged or charged property the YEIDA shall be entitled to claim and recover the amount payable to the YEIDA on account of the unearned increase in the value of the Land as aforesaid and the amount of YEIDA's share of the said unearned increase shall be first charge, having priority over the said mortgage charge. The decision of the YEIDA in respect of the market value of the said land and the amount payable by the Second Party to the YEIDA shall be final and binding on all parties concerned.
9. Notwithstanding the restrictions, limitations and conditions mentioned herein above, the Second Party shall be entitled to create tenancy of the whole of the Demised Premises for the purpose of the Commercial use only.
10. Whenever the title of the Second Party in the said Demised Premises is transferred in any manner whatsoever the transferee shall be bound by all covenants and conditions contained herein or contained in the Said Sub-Lease Deeds dated 27.06.2017 between the Jaypee Infratech Ltd and the First Party and he/she/they be answerable in all respect thereof in so far as the same may be applicable to effect and relate to the said Demised Premises.
11. In the event of death of the Second Party, the person on whom the title of the deceased devolves shall within three (3) months of the devolution, give notice of such devolution to the YEIDA and the First Party.
12. The Second Party shall from time to time and at all times pay directly to the govt. / local Authority or YEIDA, existing or to exist in future all rates, taxes charges and assessments of every description which are now or may be at any time hereinafter during the continuance of this Deed be assessed, charged or imposed upon the Demised Premises hereby transferred or on the Second Party or his/her/their tenant/occupant in respect thereof.
13. The Second Party shall in all respect comply with and be bound by the building, drainage, and other bylaws of YEIDA or other Authority for time being in force or to exist in future.
14. The Second Party shall not without the sanction and permission in writing of the YEIDA or other Authority, erect any building or make any alteration or subdivide or amalgamate such transferred/ Sub-Leased Demised Premises.
15. The Second Party will use the Demised Premises for commercial purpose and for no other purpose.

16. The Second/First 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/First Party shall be liable to be removed at his/her/their cost.
17. The Second party of Ground Floor of Demised Premises (if applicable) in the Complex will be entitled to the use sit-out area earmarked for such unit, for the limited purpose of keeping the same as green and open. No construction, temporary or permanent is permitted on such sit out areas. The right of user shall however, be subject to the applicable provisions of the U.P Apartment (Promotion of construction, ownership & Maintenance) Act 2010 Rules-2011.
18. The Second party of top floor have limited right of user of the terrace subject to other occupants/maintenance agency in the Building/ complex having right to use the terrace at reasonable time for maintenance. The terrace shall also be available to the occupants of the building in times of emergencies like fire etc. No construction, temporary or permanent, is permitted upon the terrace or any other part thereof. The right to user shall however be subject to the applicable provisions of the U.P Apartment (Promotion of construction, ownership & Maintenance) Act 2010 Rules-2011.
19. The Second Party/First Party shall on the expiry of the lease of the Project land, peacefully handover the Project land unto the YEIDA or other Authority after removing the superstructure within the stipulated period. The Project Land hereby sub-leased shall always remain indivisible and unidentified. Similarly, the Second Party shall have right of usage of common areas and will not have any right of possession of the same.
20. The Second Party shall insure the Demised premises in the complex and keep the insurance current at all times.
21. The Second/First 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 work therein.
22. All legal expenses viz. Stamp duty, Registration charges and other all incidental charges required for execution and registration of this Deed have been borne by the Second Party.
23. That after this Deed is executed, no dispute 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/First 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 Buddha Nagar, and the High Court of Judicature, Allahabad.
24. That in case of any breach of the terms and conditions of this deed by the Second Party/First Party, the YEIDA will have the right to re-enter the Demised Premises after determining the sub-lease. On re- entry of the Demised Premises, if it is occupied by any structure build in an un-authorized manner, by the Second Party/First Party, the First Party will remove the same at expenses and cost of the

Second Party/First Party. At the time of re-entry of the Demised Premises, the YEIDA may re-allot it to any other person.

25. That if the Second Party is found to have obtained the allotment, sub lease of the Demised Premises by mis-representation/mis-statement or fraud, this deed shall stand cancelled and the possession of the Demised Premises may be taken over by the First Party and the Second Party in such an event will not be entitled to claim any compensation in respect thereof.
26. 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 served as provided under Section 43 of the Uttar Pradesh Urban Planning and Development Act, 1973, as reenacted and modified by the Uttar Pradesh President's Act (Re-enactment with modification) Act, 1974 (U.P. Act No. 30 of 1974).
27. All powers exercisable by the YEIDA under the Deed may be exercised by the Chairman/Chief Executive Officer of the YEIDA. The YEIDA may also authorize any of its officers to exercise all or any of the powers excisable by it under this Deed.  
  
 Provided that if YEIDA imposes any other policy/ directions under the Land for Development (LFD) scheme, the First and the Second Party will be liable to adhere to the orders. Further, if any demand arises in future, as per State/ Centre Government or/ and High/ Supreme Court Orders/ Judgements, the First and Second Party will jointly and severely liable for the same (Annexure – A).  
  
 Provided that the expression Chairman/Chief Executive Officer shall include the Chief Executive Officer for the time being or any other officer who is entrusted by the YEIDA with the functions similar to those of Chairman/Chief Executive Officer.
28. All clauses of the Said Sub-Lease Deeds Dated 27.06.2017 in favor of the First Party shall be applicable to this Deed. In case of any repugnancies of any provision of the said Sub-Lease Deed and this Deed, the former shall prevail.
29. Authority/YEIDA has the right to recover the dues, if any, from the First party /Second Party or their successors as per rules, as per the rate of interest as per terms and conditions laid in the Lease Deed/Allotment.
30. The Second Party shall make such arrangement as are necessary for maintenance of the building and common services and if the building is not maintained properly the Chief Executive Officer or any officer authorized, by the Chief executive Officer, YEIDA will have the power to get the maintenance done through the nominated authority and recover the amount so spent from the First/ Second Party. The Second Party will be individually and severally liable for payment of the maintenance amount. The Rules/Regulations of U.P. Ownership of Flat Act, 1975/ The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (as amended from time to time) shall be applicable on the First/ Second Party. No Objection on the amount spent for the maintenance of the building by the YEIDA shall be entertained and decision of the Chief Executive Officer, YEIDA in this regard shall be final.

31. Terms and Conditions of the brochure of scheme, allotment, building bylaws as amended from time to time shall be binding on Second Party.

**IN WITNESS WHEREOF THE PARTIES HAVE HERE UNTO SET THEIR HANDS, THE DAY, MONTH AND THE YEAR FIRST ABOVE WRITTEN.**

\_\_\_\_\_  
**First Party**

\_\_\_\_\_  
**Second Party**

**Witness :**

**1.**

**2.**

First Party

Second Party

**SCHEDULE OF DEMISED PREMISES**

SHOP/ UNIT BEARING NO. .... HAVING SUPER AREA ..... Sq. Ft. (..... Sq. mtrs.) and CARPET AREA ..... Sq. Ft. (..... Sq. mtrs.) ON THE ..... FLOOR, electrical and other fittings, in the Express One34 Project Situated at Plot bearing no. P-5A & P-5B, Jaypee Green Wish Town, Sector-134 Noida, Uttar Pradesh, comprising of proportionate undivided impartial interest in Project land on sub-lease basis, as per enclosed plan, and bounded as follows:

**NORTH**  
**SOUTH**  
**EAST**  
**WEST** } AS PER LAYOUT PLAN ATTACHED

IN WITNESS WHEREOF THE PARTIES HERETO HAVE SIGNED THIS INDENTURE AT NOIDA, ON THE DAY, MONTH AND THE YEAR, FIRST ABOVE WRITTEN IN THE PRESENCE OF THE FOLLOWING WITNESSES.

WITNESSES:

SIGNED AND DELIVERED BY

1.

(FIRST PARTY)

2.

(SECOND PARTY)

First Party

Second Party

**FORM "B"**

**(See Rule 6)**

Undertaking by the person acquiring commercial space (Under Section 10 (b) of the Uttar Pradesh Apartment (Promotion of Construction, Ownership & Maintenance) Act, 2010

Office of the Competent Authority at YEIDA / Noida

I, \_\_\_\_\_ (**PAN:** \_\_\_\_\_) S/o  
\_\_\_\_\_ R/o \_\_\_\_\_, acquired  
\_\_\_\_\_ in the complex "Express One34" situated at plot bearing  
no. P-5A and P-5B, Jaypee Greens Wish Town, Sector-134 Noida, Uttar Pradesh by way of  
gift, exchange, purchase or otherwise or taking lease of Commercial Space from M/s  
Expressway Hospitality Pvt. Ltd.

I, hereby undertake to comply with the covenants, conditions and Restrictions subject to  
which said commercial space/ complex was owned by the aforesaid M/s Expressway  
Hospitality Pvt. Ltd. before the date of transfer.

Further, I shall be subject to the provisions of the Uttar Pradesh Apartment (Promotion of  
Construction, Ownership & maintenance) Act, 2010.

Signature

In presence of

- 1.
- 2.

First Party

Second Party