

E-STAMP CERTIFICATE NO.-

Stamp Paid Rs..... -

**SALE DEED FOR SUPERSTRUCTURE OF SERVICED APARTMENT AND SUB-LEASE
DEED FOR LAND AT PLOT NO. C3-D, SECTOR-129, NOIDA**

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

First Party

Second Party

This Sub-Lease Deed is made and executed at NOIDA on this _____ day of _____, 2024

BY & BETWEEN

M/s. Gulshan Homes and Infrastructure Pvt. Ltd. (CIN no. 70101DL2010PTC211975), a company incorporated under the provisions of the Companies Act, 1956 having its registered office situated at Flat No.-7, 3rd Floor, Plot No.-4, Dayanand Vihar, Delhi – 110092 (PAN- AADCT7050K), 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"** ; **Authenticated 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 The First Party is absolute owner/ sub-lessee and in possession of the lease hold commercial plot bearing Plot no. C3-D, Jaypee Greens Wish Town, Sector-129 Noida, District Gautam Buddha Nagar, Uttar Pradesh, (hereinafter referred to as **"Project Land"**) admeasuring 10,365 sq. mtrs, up to a period of lease expiring on 27.02.2093 and the absolute leasehold rights of Project Land along with possession thereof was acquired by the First Party vide Transfer deed dated 28.03.2023 executed between Jaiprakash Associates Ltd. and the Gulshan Homes and Infrastructure Pvt. Ltd. and the same was registered before the Sub Registrar – II, Noida dated 28.03.2023 in Book No. I, Volume No. 13406 on pages from 353 to 376 as Document No. 1815 (herein after referred to as **"Said Sub Lease Deed"**) on the terms and conditions contained in the said Sub-Lease Deed.

The First Party has constructed/ developed a commercial project on the Project Land by the name and style of **"The G"** (hereinafter referred to as **"Project"**) which comprises a building with Serviced Apartments/ Apartments, Hotel, Club, Restaurants, related Common Usage Area, and Other Areas in accordance with the Sanctioned building plan duly approved by the New Okhla Industrial Development Authority vide its letter dated 15.07.2024 and other applicable laws. The First Party has obtained Completion / Occupancy Certificate from the Competent Authority for the Project.

AND WHEREAS under the terms of the Said Sub-Lease Deed, the First Party can allot Serviced Apartments/ Apartments in the Project, including proportionate undivided share in Project land appurtenant to the Serviced Apartment/ Apartment in the Project.

First Party

Second Party

AND WHEREAS the Second Party had applied for allotment of Serviced Apartment in the said Project and the First Party has allotted and received consideration mentioned herein and delivered possession of the SERVICED APARTMENT BEARING NO. _____ having SUPER AREA of Sq. Ft. (..... Sq. mtr.) and CARPET AREA Sq. Ft. (..... Sq. mtr.) ON THE _____ FLOOR of the Project (herein after referred to as "**Said Unit**") 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 Deed dated 28.03.2023.

AND WHEREAS the Second Party has carried out the inspection of the Building plans of the unit, and has satisfied himself/herself 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 related other amenities/ facilities in the Said unit / Project.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS.

1. 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 Said Unit along with electrical and other fittings, in the Project and more particularly described in Schedule hereunder written, and plan annexed herein under written together with all rights, easements.
2. 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 Project Land proportionate to the area of the Said Unit allotted to the Second party in relation to the Total area of the Project land.
3. The vacant and peaceful possession of the superstructure of the Said Unit has been given to the Second Party. The First Party 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 Sub Lease Deed.
4. The Second Party shall execute separate Maintenance Agreement with the First Party or its designated Maintenance Agency and the Second Party shall be bound by all the covenants and conditions therein. The Second party shall pay all applicable charges, levies and imposition payable by him/her in terms of the above mentioned agreement.
5. The Second Party understands that the Hotel part of the Building shall have a separate and distinct common areas, amenities and facilities which are designated for the use of the Hotel only and the Second Party or Association of Allottees for the Serviced Apartments shall not have any right or entitlement in this part of the Building/Project. Similarly, the Serviced Apartment part of the Building shall have separate and distinct common areas, amenities and facilities which are designated for the use of serviced apartment allottees/ occupants only.

First Party

Second Party

6. That for computation purpose, the super area means and includes the built up covered area of the Said Unit 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 carpet area of the Said Unit and is being transferred the title of the same along with undivided, impartible, unidentified title to the portion of the Project Land in the Project in proportion to the super area of the Said Unit to the total super area constructed in the Project through this Sale Deed.
7. 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 deed dated 28.03.2023 executed between the Jaiprakash Associates Limited and the First Party and observe the same as applicable on him/ her.
8. Any transfer, sale, assignment or otherwise parting with the Said Unit by the Second Party will attract payment of applicable 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.
9. Notwithstanding the restrictions, limitations and conditions mentioned herein above, the Second Party shall be entitled to create tenancy of the whole of the Said Unit for the purpose of the permitted use only.
10. Whenever the title of the Second Party in the Said Unit 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 Deed dated 28.03.2023.
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 concerned 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 Said Unit 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 bylaws of YEIDA or other Authority for time being in force.
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 Said Unit.
15. The Second Party will use the Said Unit for permitted use and for no other purpose.
16. The Second/First Party shall not in any manner whatsoever encroach upon the common areas and facilities in the Project . All unauthorized encroachments made by the Second Party shall be liable to be removed at his/her/their cost.

17. That all common areas and facilities including the terrace/roof, unreserved parking spaces, un-allocated area etc. in the Project shall remain the property of the First Party. However, the Second Party shall have right to use the common area/ facilities on the terms and conditions prescribed by the First Party and/or its designated Maintenance Agency.
18. The Second Party/First Party shall on the expiry of the lease of the 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 related common areas and will not have any right of possession of the same.
19. The vacant and peaceful possession of the Said Unit has been delivered to the Second Party simultaneously with the signing and registration of this Sub-Lease Deed and the Sub-Lessee has satisfied himself as to the area of the Said Unit, quality and extent of construction and the specifications in relation thereto and the Second Party has agreed not to raise any dispute at any time in future on this account.
20. All legal expenses viz. Stamp duty, Registration charges and other all incidental charges required for execution and registration of this Deed have been borne or payable by the Second Party.
21. 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.
22. That in case it is believed that Second Party has built-up any un-authorised construction in the Said Unit in contravention of the terms and conditions of this deed and/or the Said Sub Lease Deed dated 28.03.2023, the YEIDA will have the right to re-enter the Said Unit. On re-entry of the Said Unit, if it is found that some un-authorised construction has been built-up by the Second Party, then YEIDA shall have right to remove it at the cost/ expense of the Second Party. However, before exercising this rights, due notice in writing to the Second Party shall be given by the YEIDA/ appropriate authority to rectify the default within the period stated there in.
23. That if the Second Party is found to have obtained the allotment, sub lease of the Said Unit by mis-representation/mis-statement or fraud, this deed shall stand cancelled and the possession of the Said Unit 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.
24. 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).

25. 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 exercisable 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.

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.

26. 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.

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

First Party

Second Party

SCHEDULE OF SAID UNIT

SERVICED APARTMENT/ APARTMENT BEARING NO. HAVING SUPER AREA Sq. Ft. (..... Sq. mtr.) and CARPET AREA Sq. Ft. (..... Sq. mtr.) ON THE FLOOR, electrical and other fittings, in the **"THE G."** Situated at PLOT NO. C3-D, JAYPEE GREEN WISH TOWN SECTOR-129, NOIDA, DISTRICT GAUTAM BUDDHA NAGAR, U.P. INDIA, comprising of related proportionate undivided impartial interest in land on sub-lease basis, as per enclosed plan, and bounded as follows:

NORTH SOUTH EAST WEST	}	AS PER LAYOUT PLAN ATTACHED
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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)
(Gulshan Homes and Infrastructure Pvt. Ltd.)

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 Project "**The G**" situated at Plot no. C3-D, Jaypee
wish town, Sector-129, Noida, Uttar Pradesh by way of gift, exchange, purchase or
otherwise or taking lease of Commercial Space from M/s Gulshan Homes and Infrastructure
Pvt. Ltd.

I, hereby undertake to comply with the covenants, conditions and Restrictions subject to
which said commercial space/ Project was owned by the aforesaid M/s Gulshan Homes and
Infrastructure 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