

CONVEYANCE DEED

Present market value : Rs./-

Total Sale Consideration : Rs./-

Total Super Area : **Sq. Ft. (i.e. Sq. Mtrs.)**

Covered/Built-up Area : **Sq. Ft. (i.e. Sq. Mtrs. Approx)**

Carpet Area : **Sq. Ft. (i.e. Sq. Mtrs. Approx)**

Stamp Duty : Rs./-

Plot No. :

Project : [●] (TS-02A, Sector 22D, Gautam Budh Nagar, Greater Noida)

UPRERA Reg. No. : UPRERA_____

Phase :

Circle rate (plot) : Rs. _____/- per sq. meters

This Sub-lease Deed (hereinafter referred to as “**Sub-lease Deed**”) is made and executed at Greater Noida, Uttar Pradesh on this [•] day of [•];

AMONGST

YAMUNA EXPRESSWAY 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**”, which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) of the First Part; (through [•] (Employee Code No. [•] Aadhar No. [•]) S/o [•], [Designation], [Address], Authorized vide power of attorney dated [•] duly registered before the Sub-registrar at [•] as Document No. [•], in Vol. [•], Binding No. [•], Page No. [•], Serial No. [•]) of the First Part;

AND

ATS REALTY PRIVATE LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at 711/92, Deepali, Nehru Place, New Delhi-110019 through its authorised signatory *I* Director Sh. Ramesh Kumar Mishra S/o Sh. Vidya Nath Mishra R/o 364 Deepawali Enclave, near Ismailpur, Faridabad, Haryana-121012 duly authorised by its Board of Directors vide Resolution dated 23 May 2013 (hereinafter referred to as the “**Developer**”, which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its successor-in-interest and permitted assigns), of the Second Part;

AND

[•] (Aadhar No.: [•] & PAN [•]) (hereinafter referred to as the “**Sub-lessee**”, which expression shall unless contrary or repugnant to the context or meaning thereof shall include his/her heirs, executors, administrators and legal representatives) of the Last Part.

The “**Lessor**”, the “**Developer**” and the “**Sub-lessee**” shall hereinafter be individually referred to as “**Party**” and collectively as “**Parties**”.

WHEREAS:

- A. Pursuant to a sub-lease deed dated June 12, 2013 (*registered as Document No. 14371 in Book No. 1, Jild No. 13472 at Pages 107 to 138 in the office of Sub-registrar at Gautam Budh Nagar*), and the supplementary sub-lease deed dated October 17, 2023 (*registered as Document No. 25755 in Book No. 1, Jild No. 14304 at Pages 315 to 324 in the office of Sub-registrar at Gautam Budh Nagar*) (hereinafter collectively referred to as “**Lease Deed**”), ATS Realty Private Limited (hereinabove named Developer) acquired leasehold rights, over a piece and parcel of **land admeasuring 4,09,552.515 sq. mtrs. bearing Plot No. TS-02A situated in Sector-22D, Yamuna Expressway Industrial Development Authority, District Gautam Buddha Nagar, Uttar Pradesh, India**, the details of which are provided in **Schedule A** hereunder (“**Total Land**”) from (i) the Yamuna Expressway Industrial Development Authority (hereinafter referred to as “**YEIDA Authority**”/“**YEIDA**”) and (ii) Orris Developers Private Limited – for development of a residential plotted project.
- B. The Total Land has been demised in favour of the Developer on a leasehold basis, for 90 (ninety) years commencing from June 12, 2013, for developing residential plots, commercial spaces, units with amenities etc. as per the sanction/revised sanction plan approved by the YEIDA Authority vide letter dated 23.09.2024 bearing No. YEA/PLNG/686/24.

C. The Developer has developed a residential plotted project known as ‘[•]’ (“Project”) on a part of the Total Land admeasuring [•] sq. mtrs. (“Project Land”).

D. The requisite permissions and approvals, for the development of the Project on the Project Land, were obtained as detailed below:

- (i) In response to an online proposal No. [•] dated [•] made to the Ministry of Environment, Forest and Climate Change, the ministry vide its letter dated [•] granted its environment clearance to the Project Land subject to the fulfilment of conditions as mentioned in the said letter.
- (ii) The Project has been registered with the Uttar Pradesh Real Estate Regulatory Authority at Noida under the provisions of the Real Estate (Regulation and Development) Act, 2016 bearing Registration No. UPRERA_____.
- (iii) The Lessor has, vide its letter dated [•], granted the completion certificate in respect of the Project.

[Note: Kindly confirm and specify any other permissions and approvals received in respect of the Project.]

E. The Sub-lessee, after having demanded, seen and examined all the necessary documents and deeds (including the Lease Deed, approved sanction plans, development agreement and other permissions and approvals related to the Project/Project Land), has fully acquainted and satisfied themselves with the title of the Developer over the said Project Land, layout plans and other relevant documents, and as to their lawful right to construct the said Project thereon, and further to sublease sell the plots developed on the said Project Land, and having fully understood all limitations and obligations of the Developer, has applied for allotment of a residential plot in the said Project.

F. Pursuant to the Sub-lessee’s application for allotment of a residential plot in the Project, and relying upon the statements, representations and assurances made by the Sub-lessee at various stages, the residential plot bearing **Plot No. [•] in Block [•]** of the Project admeasuring [•] sq. mtrs. (_____ sq. yards) (hereinafter referred to as the “Plot”, the layout plan of which is annexed hereto and marked as **Schedule**), had been allotted in favour of the Sub-lessee vide allotment letter dated [•] (“Allotment Letter”). The Parties executed the Agreement for Sub-lease dated [•], thereby agreeing on the manner in which the said Plot shall be transferred/conveyed/subleased in favour of the Sub-lessee.

G. In furtherance of the above, the Sub-lessee hereby confirms, represents and warrants that:

- (i) he/she has also understood that the construction, facilities and amenities and their earmarked uses may be modified/amended in accordance with the approvals received/to be received from the Lessor and other competent authorities, at any stage, as per the applicable laws, to which the Sub-lessee shall have no objection, and such changes/modifications shall be binding on the Parties.
- (ii) he/she has agreed to observe the covenants, terms and conditions as laid down in the abovementioned Lease Deed.
- (iii) he/she has carried out an independent inspection of the layout plans and has also satisfied

himself/herself as to the conditions and descriptions of the Project.

- (iv) he/she has inspected the common areas, amenities and passages, appurtenant to the said Plot and also the nature, scope and extent of the undivided interest in the common areas and facilities, within the said Project and agreed to take over the possession of his/her Plot and enter into the present Sub-lease Deed.
- (v) he/she acknowledges that the Developer is within its sole discretion and authority to carry out further construction/expansion in the portion of the Total Land *not* forming a part of the Project Land. The Developer agrees and undertakes that it shall not make any changes to the approved plans for the Project Land except in strict compliance with Section 14 of the RERA Act, 2016 and other laws as applicable. The drawings and the plans of the Project have been displayed at the site office of the Project, at the marketing & sale office and the website of UPRERA Authority.

- H. Basis the confirmations and representations made by the Sub-lessee, and consideration paid (*as mentioned below*) by the Sub-lessee, the Developer has agreed to transfer, convey and deliver the said Plot to the Sub-lessee on a sub-leasehold basis as per terms contained under the present Sub-lease Deed.
- I. The Parties have gone through all the terms and conditions set-out in this Sub-lease Deed and understood the mutual rights and obligations detailed herein.
- J. The Parties hereby confirm that they are executing this Sub-lease Deed with full knowledge of all the laws, rules, regulations, notifications etc. applicable in the State of UP and related to the project and total project.
- K. In accordance with the terms and conditions set out in this Sub-lease Deed and as mutually agreed upon by and between the Parties, the Developer hereby agrees to sub-lease in favour of the Sub-lessee, and the Sub-lessee hereby agrees to take on a sub-leasehold basis from the Developer, the Plot, the particulars of which have been set-out herein.

NOW THEREFORE, in consideration of the mutual representations, covenants, assurances, promises and agreements contained herein and other good and valuable consideration, the Parties agree as follows:

That in pursuance of the aforesaid Agreement for Sub-lease dated [●] and for a total sale consideration of is Rs. [●] (Rupees [●] Only) paid by the Sub-lessee to the Developer, the receipt of which is hereby acknowledged by the Developer, the Developer hereby transfers, conveys and assigns by way of sub-lease unto the Sub-lessee the entire leasehold rights, title, interest in the said residential Plot no. [●] admeasuring [●] square meters approx. (equivalent to approx. [●] Square Feet) along with *pro rata* right/share in the common areas, with all rights, liberties, privileges, easements necessary for the enjoyment of the said Plot for the remaining term of the above-mentioned Lease Deed, in favour of the Sub-lessee subject to the terms and conditions set herein forth and permitted and laid down by the authorities on this behalf. The percentage of the undivided interest/share in the common areas of the Project and attributable to the Plot shall be as per the deed of declaration of the Project and the same shall not be separated from the Plot and shall be deemed to be conveyed with the Plot.

- 1. That the Total Price has been paid by the Sub-lessee to the Developer in the following manner, the receipt of which the Developer hereby admits and acknowledges:

S. No.	In Favour of	RTGS/Cheque No.	Dated	Amount (INR)
1.	[●]	[●]	[●]	[●]
2.	[●]	[●]	[●]	[●]
3.	[●]	[●]	[●]	[●]

2. That the Sub-lessee has paid their share of external development charges and infrastructure development charges as applicable and payable to the Govt. or Local Authority which sum has been treated as part of the Total Price for the purpose of levy of stamp duty. The Sub-lessee further agrees to pay any additional sum/charges which may be levied by any Govt. or local body for the provision of any services for the Plot. In case of revision/increment in any charges, the same shall be payable by the Sub-lessee on demand by the Developer. If such charges are increased (including with retrospective effect) and the same becomes due and payable, the Sub-lessee shall pay the same, and such charges shall be treated as unpaid Total Price of the said Plot. The Sub-lessee agrees that in case of an increase in EDC charges, whether prospective or retrospective, the same shall, including interest thereon, be borne by the Sub-lessee in proportion of the area of the said Plot to the entire area of the Project Land.
3. That the actual physical vacant possession of the said Plot has been handed over by the Developer to the complete satisfaction of the Sub-lessee and the Sub-lessee has taken over the same on a sub-leasehold basis to their complete satisfaction in respect of its area, location, dimensions, specifications etc. and there is no issue whatsoever in this regard in terms of the Agreement. The Sub-lessee has been left with no demand, claim, dispute or objection whatsoever in this regard against the Developer.
4. That all the taxes, charges, levies whether levied or leviable in respect to the said Plot from the date of execution of this Deed or due date of possession of the said Plot, whichever is earlier, shall be payable by the Sub-lessee alone and the Developer shall have no obligation qua the same.
5. That the Sub-lessee has confirmed to the Developer that the Sub-lessee is entering into this Deed with full knowledge of all the laws, rules, regulations, notifications etc. applicable to the Project in general and the said Plot in particular and the Sub-lessee agrees and undertakes to abide by all such laws, bye-laws, rules, regulations, notifications etc. as may be made by the Govt./Local Authority/agencies relating to the Project and the said Plot including the terms and conditions of the License and other agreement executed the competent authorities.
6. That the said Plot transferred/conveyed/sub-leased under this Deed is free from all encumbrances, claims, demands, lien, sale, mortgage, dispute, litigation, gift, decree court attachment, etc. The Sub-lessee hereby confirms that they have inspected the said Plot and found the same in good and satisfactory order and the Sub-lessee is fully satisfied with the specifications of the said Plot.
7. That the Sub-lessee shall comply with and carry out, from time to time even after the execution of the Deed, the requirements, requisitions, demands and repairs which are required by any competent authorities in respect of the said Plot and/or construction over the said Plot at their own cost and keep the Developer indemnified, secured and harmless against all costs, consequence and all damages, arising on account of non-compliance with the said requirements, requisitions, demands and repairs.
8. That the Sub-lessee agrees to enter/or has entered into a maintenance agreement (hereinafter referred to as the "**Maintenance Agreement**") with a maintenance agency or any other body corporate, firm, association or society of plot owners of the Project (hereinafter referred to as the "**Maintenance Agency**") as may be appointed/appointed by the Developer or the association of

plot owners for the maintenance and upkeep of the common areas of the Project. The Sub-lessee undertakes to pay on *pro rata* basis the maintenance charges with effect from the date of offer of possession, irrespective of whether the Sub-lessee is in occupation of the said Plot or not and to deposit Interest Free Maintenance Security Deposit (hereinafter referred to as the “**IFMSD**”) with the Maintenance Agency.

9. The Maintenance Agency appointed by the Developer shall maintain and upkeep the common areas of the Project until the same is transferred/assigned to the association or society of the plot owners of the Project.
10. The Sub-lessee agrees to pay contribution to maintain a replacement/sinking fund from the date of offer of possession of the Plot by the Developer/Maintenance Agency. As and when any plant, machinery and equipment installed in the Project requires major repairs, replacement, up gradation, additions etc., the cost thereof shall in the first instance be met from out of the said replacement/sinking fund. Any shortfall shall be paid and contributed by all the Plot owners in the Project on *pro rata* basis (i.e., in proportion to the area of their respective Plots to the common Areas of the Project, as stated under clause 1 above). The Developer or the Maintenance Agency shall have the sole authority to decide the necessity of such replacement, up gradation, additions etc. including its timings or cost thereof and the Sub-lessee agrees to abide by the same.
11. That the Developer shall indemnify and keep indemnified the Sub-lessee from and against demands, claim, losses that may be suffered by the Sub-lessee arising on account of any defect in the title of the Developer to the said Plot and/or the Project Land. The Sub-lessee shall indemnify and keep indemnified the Developer from and against all demands, claim, losses that may be suffered by the Developer due to breach of any of the terms of this Deed by the Sub-lessee.
12. That the Sub-lessee also undertakes to pay regularly on demand all the charges including taxes, levies and other demands of the government whether levied and leviable in future in proportion to the area of the said Plot allotted to them if the said Plot is not separately assessed. In the event of any increase in such charges whether prospective or retrospective, these charges shall be treated as unpaid sale consideration of the Plot and the Developer shall have lien on the said Plot of the Sub-lessee for recovery of such charges.
13. That the Sub-lessee shall have the right to the use the common areas of the Project subject to timely payment of maintenance charges. If the maintenance charges are not paid by the Sub-lessee regularly on or before its due date, then the Sub-lessee may not have the right to use the common areas and the Maintenance Agency shall be entitled to put restrictions on the use of the common areas on the Sub-lessee.
14. That the Sub-lessee shall not use or allow to use the said Plot for any purpose other than residential purposes as permitted by the competent authorities, or in any manner that may cause nuisance or annoyance to occupants of other Plots in the Project or for any illegal or immoral purpose or to do or suffer anything to be done in or around the said Plot which tends to cause damage to any services of any Plot adjacent to the said Plot or anywhere in the Project. The Sub-lessee hereby agrees and undertakes to indemnify the Developer against any penal action, damages or loss due to misuse for which the Sub-lessee or any person claiming under them shall be solely responsible for the same.
15. The Sub-lessee hereby agrees and undertakes not to carry out any construction work or encroachment in the vacant area or common areas. The Sub-lessee further undertakes, assures and guarantees that they will not put any signboard/nameplate, antenna and/or other telecommunication or other communication equipment, neon light, publicity material or advertisement material etc.

anywhere on the exterior of the Plot or Project, buildings therein or common areas. Further, the Sub-lessee shall not store any hazardous or combustible goods in the Plot or place any heavy material in the common passages or staircase of the Project. The Sub-lessee shall ensure that they will not create any hindrance by way of locking, blocking, parking, or any other manner in the right of passage or access or common areas that otherwise are available for free access.

16. That the Sub-lessee shall have the exclusive leasehold title and ownership right only in respect of the said Plot and shall have only proportionate indivisible rights in the common areas, developed and/or to be developed by the Developer (in the manner stated under clause 1 above). The Sub-lessee or any other person(s) claiming through the Sub-lessee shall not be entitled to bring any action for partition or division of the common areas, or any part thereof. The Sub-lessee doth hereby agrees and confirms that the Sub-lessee shall not create any blockages, elevations, constructions in the common areas and shall indemnify the Developer for any losses and damages to the Developer for any of its acts of omission or commissions in this regard.
17. That the Sub-lessee further agrees and undertakes that the Sub-lessee shall not, at any time have any right to object to the Developer or any nominee or successor of the Developer constructing or continuing with the development of the Project Land and if already constructed to raise additional construction/development anywhere in the Project Land as per sanctioned plans. The Developer shall be fully entitled to construct on the remaining part of the Total Land/Project Land as per the sanctioned plans or revisions thereof and the Developer shall be entitled to obtain revision of sanctioned plans for the balance part of the Project Land in accordance with rules and regulations of the competent authorities. The Sub-lessee agrees that under any circumstances the Sub-lessee shall not stop or take any steps to stop such construction on the ground of nuisance, disturbance or for other reasons of any nature whatsoever or demand any compensation or make any objection/claim.
18. The Sub-lessee hereby agrees and acknowledges that the Developer owns the Total Land/Project Land on a leasehold basis and may undertake additional development of the Total Land/Project Land (or any part thereof) in a commercially viable manner by way of sale/merger/de-merger or otherwise (as may be decided at their discretion). The Sub-lessee hereby agrees and undertakes that it shall not raise any objection or dispute at any time in this regard. The Sub-lessee hereby agrees to provide their consent for the said restructuring (if required by applicable law) and to execute appropriate documents in this regard at the request of the Developer and its associates. However, the rights of the Sub-lessee in the Plot or the Project shall not be prejudiced due to such restructuring.
19. The Sub-lessee hereby agrees, acknowledges and confirms that the Developer may, either through itself and/or through its nominees, carry out construction and development of one or more projects/colonies on certain land parcels being adjacent to the Project Land (“**Additional Land**”) in such manner as the Developer may deem fit and such Additional Land and the project to be developed thereon (“**Additional Project**”) shall have unfettered and unrestricted access/right of way from the Project/Project Land and the Sub-lessee hereby grants their unconditional and unequivocal consent to the same and shall not raise any demand, claim, dispute or objection whatsoever in this regard.
20. The Sub-lessee hereby agrees, acknowledges and confirms that the Developer has conceptualized the construction and development of the Project and structure, infrastructures, services, specifications, common areas and common facilities in the Project by foreseeing and facilitating the Additional Project on the Additional Land (if any). The Sub-lessee hereby agrees, acknowledges and confirms that the allottees/occupants of the Additional Project shall be entitled

to use the common areas and common facilities of the Project, and the Sub-lessee hereby grants their unconditional and unequivocal consent to the same and shall not raise any demand, claim, dispute or objection whatsoever in this regard.

21. The Sub-lessee hereby gives his/her/their irrevocable consent to the Developer to adopt, at their sole discretion, the prepaid services under single point/bulk supply of electricity to the Project. If the prepaid mode of availing the service is adopted, the prepaid meters will be installed, which will facilitate the use of electricity after advance payment only. In this regard, the Sub-lessee herein undertakes to pay on demand to the Developer/Maintenance Agency/distribution company, the charges/bills as determined by them towards consumption of electricity and water at the said Plot. The Sub-lessee further undertakes that it shall not default in payment of the bills, charges etc. of electricity consumption charges and water charges as demanded by the Developer/Maintenance Agency/distribution company from the date of offer of possession of the said Plot. All charges for installation and connections of meters and supply lines within the Plot shall be borne and paid exclusively by the Sub-lessee. That, any service line such as electricity, pole, water, sewer, telephone lines, wire, PNG pipelines etc. may pass nearby the Plot and the Sub-lessee shall not raise any objection or demand compensation in this regard.
22. That the Developer, may, after getting the permission to receive the bulk electric supply shall supply the electricity to the Sub-lessee and the Sub-lessee agrees to take the electric supply from the Developer/Maintenance Agency. The Sub-lessee herein undertakes to abide by all the terms and conditions of such supply and to pay on demand to the Developer/Maintenance Agency/electricity power distribution companies, in proportionate share as determined by the Developer/Maintenance Agency/electricity power distribution companies of all deposits, securities and charges paid or payable by the Developer/Maintenance Agency to whom permission to receive bulk supply and distribute the same is granted. The Sub-lessee agrees to enter into and execute the power supply agreement and/or all or any other documents, as may be required for this purpose. The Sub-lessee further undertakes that it shall not default in payment of the bills, charges, meter rentals etc. of electricity consumption charges as demanded by the Developer/Maintenance Agency.
23. The Sub-lessee agrees that power back-up for the installed electrical load for the Plot shall be made available subject to the timely payment of maintenance charges by the Sub-lessee. The Sub-lessee shall not be entitled to claim any damage/loss whether direct or consequential from the Developer/Maintenance Agency or any entity providing the power back-up in the event of low voltage, low frequency, inconsistent, erratic, or non-availability of such power back-up or any failure due to any reason beyond the control of the Developer and/or the Maintenance Agency/any other entity providing the power back-up. The provision for the power back-up shall be done through DG Sets, the capacity for which shall be decided by the Developer considering a suitable diversity and load factor and shall be subject to the applicable laws. The Sub-lessee shall make use of energy efficient light fixtures and fittings.
24. The common areas of the Project shall be insured by the association of plot owners or Maintenance Agency (on behalf of the association), against the risks of fire, earthquake, lightening, riots and civil commotion, terrorism and other perils and the premium cost thereof shall be payable proportionately by the Sub-lessee as and when demanded by the association of allottees/Maintenance Agency, as the case may be. The Sub-lessee shall not do or permit to be done any act which may render void or voidable such insurance or cause any increase in the premium payable in respect thereof for which the Sub-lessee shall be solely responsible and liable. However, insurance, if any, of any items/things/articles inside the Plot and third-party risk shall be solely at the risk and cost of the Sub-lessee.

25. That the Sub-lessee hereby agrees that they shall abide by the terms and conditions of this Deed and applicable laws and should there be any contravention or non-compliance of the provision of this Deed, the Sub-lessee shall be solely liable for the same. If any loss is caused due to any acts of the Sub-lessee to the Developer/their nominee, the Sub-lessee undertakes to keep the Developer, their officers, employees indemnified and harmless against all such losses and against all the consequences of breach by the Sub-lessee of any of the terms and conditions of this Deed or any law for the time being in force at any point of time, including any actions, suits, claims, proceedings, damages, liabilities, losses etc. The Sub-lessee hereby accepts and acknowledges to have clearly agreed and understood that this indemnity would cover all acts of commissions and omissions on their part, representatives and/or any other person claiming under/through him/her.
26. That, the name of the Project i.e., ‘[●]’, shall not be changed under any circumstances by the Sub-lessee. The Sub-lessee agrees to use the word ‘[●]’ in all references for the address of the Plot.
27. The Developer shall not be responsible for any defect or damage caused to the said Plot by any act of providence, insurrection, civil riot, third party, delay in taking possession by the Sub-lessee or occupants of other Plots.
28. The Sub-lessee shall strictly comply with Rules, regulations, conditions and restrictions set forth in the Deed and byelaws as framed by the Developer from time to time. The Sub-lessee shall not be entitled to exempt their future transferees from the liability for their contribution towards maintenance and other charges, as they have already agreed to pay the same by executing a Maintenance Agreement and all such charges, if remain unpaid shall constitute a charge on the Plot of the Sub-lessee.
29. That upon taking over possession of the said Plot, any construction to be undertaken on the said Plot shall be done in accordance with the duly sanctioned building plans under applicable law. The Sub-lessee undertakes to comply with all laws applicable to the construction on the said Plot and further undertakes that the construction works shall not pose any danger and nuisance to the other occupants/purchasers in the Project. The Sub-lessee shall not use underground water for construction purposes and shall make provision for rainwater harvesting and for protection against fire, pollution or health, hazards, noise etc. The Sub-lessee hereby undertakes not to carry out any construction work or encroachment in the vacant area or common areas of the Project.
30. That the Sub-lessee shall not carry out fragmentation, sub-division or partition of the said Plot in any manner whatsoever, under any circumstances unless so permitted by rules or law laid down by the authorities and such permission has been obtained by the Sub-lessee, failing which the Sub-lessee shall be solely and exclusively liable for all consequences arising therefrom.
31. In case, the Sub-lessee sells/transfers the said Plot to any third Party, the Sub-lessee shall be under an obligation to undertake such transfer strictly on the same terms and conditions as contained in this Deed and further get the said Plot mutated in favour of the transferee/third Party in the records of the Developer. Upon such sale/transfer, the new owner(s) of the said Plot shall be governed by and be obligated towards all the terms, conditions and obligations of this Deed.
32. The Sub-lessee shall ensure that before the transfer of the said Plot, the Sub-lessee shall clear all its dues in respect of the Plot towards the Maintenance Agency and obtain a no objection certificate from the Maintenance Agency to this effect. The transferee/new owner shall execute a fresh maintenance agreement with the Developer. The transferee/new owner shall be jointly and

severally liable with the Sub-lessee for all unpaid assessments of their share of the common expenses.

33. All costs of stamp duty, registration fee and other miscellaneous/incidental expenses including documentation charges, legal fees and charges for execution and registration of the Deed shall be borne and paid by the Sub-lessee. If any other charges become payable under law or demanded by any concerned authority, then the same shall be paid and borne by the Sub-lessee only. If the Developer incurs any expenditure towards registration of the Plot, the same shall be reimbursed by the Sub-lessee to the Developer.
34. Any references in this Deed to anyone gender, masculine, feminine or neuter, includes the other two and the singular includes the plural and vice versa, unless the context otherwise requires.
35. This Deed shall be governed by the terms of the Lease Deed executed by the Lessor in favour of the Developer. Any default in the development/maintenance of the Plot shall constitute a material breach of this Deed. In the event, the Lessor is required to develop or maintain the roads/parks of the Project, then the cost thereof shall be proportionately recoverable from the Sub-lessee and the same shall constitute a charge over the Plot.
36. This Deed shall be governed by the laws of India and the courts of Uttar Pradesh shall have exclusive jurisdiction to entertain and adjudicate any dispute arising between the Parties under this Deed.
37. That this Deed constitute the entire agreement among the Parties hereto with respect to the subject matter hereof. The preamble, recitals and the schedules to this Deed shall form an integral part of the covenants and terms of this Deed.

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,

For and on behalf of **Yamuna Expressway Industrial Development Authority (Lessor)** by:


Name:

Designation:

SIGNED AND DELIVERED,

For and on behalf of **ATS Realty Private Limited (Developer)** by:


Name:

Designation: Authorised Signatory & Power of Attorney

SIGNED AND DELIVERED,
For and on behalf of [•] (Sub-lessee) by:



Name:

WITNESSES:

1.

2.