

(Stamp Duty)**SALE DEED FOR SUPERSTRUCTURE OF RESIDENTIAL UNIT AND
SUB-LEASE DEED FOR LAND**

Value as per Current Circle Rate	:	_____
Total Sale Consideration	:	_____
Built up Area	:	_____
Carpet Area (as per RERA)	:	_____
Stamp Duty Paid	:	_____
Car Parking	:	_____
Floor	:	_____
Total Floor in the Tower	:	_____
Circle rate (Flat)	:	_____

This indenture is made and executed at **GREATER NOIDA** on this ____ day of _____ **20** _____,

BETWEEN

Greater Noida Industrial Development Authority, a body corporate constituted under Section 3 read with 2(d) 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;

AND

ELDECO REAL ESTATE LIMITED, CIN – U45400DL2007PLC163848, (PAN: AAGCA7515F), a company duly incorporated under the Companies Act, 1956 and having its registered office and corporate office both at 201-212, Splendor Forum, 2nd Floor, Jasola District Centre, New Delhi – 110025, through its Authorized Signatory, _____ son of _____ resident of _____ duly authorized vide its Board resolution dated _____, (hereinafter referred to as the "**LESSEE**",

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which expression shall unless Contrary or repugnant to the context thereof include its successors and permitted assigns) of the Second Part;

AND

(PAN: _____ & Aadhaar No.: _____)
_____) son of _____ resident of _____

(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 Third Part;

WHEREAS, Greater Noida Industrial Development Authority, a body corporate constituted under Section 3 read with 2(d) of the Uttar Pradesh Industrial Development Act 1976 (U.P. Act No.6 of 1976) (herein "**Lessor**" / "**First Party**") allotted the land bearing Plot No. GH-02C, admeasuring 14998 sq. mtrs., (herein "**Said Plot**") situated at, Sector-12, Greater Noida, Uttar Pradesh in favour of **ELDECO REAL ESTATE LIMITED**, by virtue of Acceptance/Reservation Letter No. **GN/BUILDERS/BRS-01/2022/2023/86** dated 17.02.2023, and also executed Lease Deed of the Said Plot on 26-06-2023 Registered as Registration No. 24763 (herein "**Lease Deed**") in the Office of Sub-Registrar Greater Noida.

AND WHEREAS, the Lessee has acquired the land bearing Plot No. GH-02C, situated at Sector- 12, Greater Noida, Uttar Pradesh vide **Lease Deed executed on 26.06.2023 and duly registered in the office of Sub-Registrar Greater Noida, vide Registration No. 24763** area admeasuring 14998 sq. meters for 90 years lease commencing from **26.06.2023** on the terms and conditions contained in the said Lease Deed. The abovesaid land has been demised for the purposes of constructing and developing group housing complex thereupon and for allotment of dwelling Units to the prospective buyers/sub-lessee.

AND WHEREAS, the Lessee has constructed dwelling units on the Said Plot as per the sanctioned lay out/building plans, which have been sanctioned and approved by the Competent Authority. The Lessee on the Said Plot is developing a Group Housing Complex known as '**Eldeco La Vida Bella**' (hereinafter referred as to the "**Project**"). The Lessee has been granted Completion Certificate/Occupation Certificate in respect of the Project.

AND WHEREAS, the Lessee has right to allot to its applicants/allottees, the dwelling units/commercial units in the abovesaid Project including undivided proportionate share

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underneath the building/ tower in Said Plot, common areas and facilities, appurtenant to the dwelling units/commercial units on such terms, as decided by the Lessee.

AND WHEREAS, the Sub-Lessee had applied for allotment of a dwelling unit and on the faith of the statements and representations made by Sub-Lessee at various stages, the Lessee has allotted the Unit described herein to the Sub-lessee and received consideration mentioned herein and shall deliver possession of the dwelling unit bearing **Flat No.** _____, on _____ **Floor** of _____ (herein "**said Dwelling Unit**") as described hereinafter schedule of Dwelling Unit of the Project to the Sub-Lessee. The Sub-lessee will also observe covenants, terms and conditions, as laid down in the previously mentioned Lease Deed executed between the Lessor and the Lessee and also the terms and conditions specified in the **Agreement to Sale dated** _____; (herein "**Agreement to Sale**") executed between the Lessee and Sub-Lessee.

AND WHEREAS, the Sub-Lessee has carried out independent inspection of the layout plan/revise layout plan /building plans and building of the Project/said Dwelling Unit, and has also satisfied himself/herself as to the soundness of structure and construction thereof as well as conditions and descriptions of all fixtures and fittings, installed and/or provided therein. The Sub Lessee has also inspected the common areas, amenities and passages, appurtenant to the said Dwelling Unit and also the nature, scope and extent of the undivided interest in the common areas and facilities, within the Project and agreed to take over the possession of his/her said Dwelling Unit and enter into the present Sub Lease deed.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

In consideration of the amount of **Rs.** _____/- (**Rupees** _____ **Only**) which includes the cost of superstructure and the undivided proportionate interest in the land underneath the building/tower, paid by the Sub-Lessee to the Lessee, the receipt of which the Lessee hereby acknowledges, the Lessee do hereby sells, transfers and conveys to the Sub-Lessee the said Dwelling Unit Bearing No. **Flat No.** _____, on _____ **Floor** of _____ having Carpet Area measuring _____ Sq. Ft., Built Up Area measuring _____ Sq. Ft. with sanitary, electrical and other fittings & fixtures, in the Project i.e. '**Eldeco La Vida Bella**' developed by the Lessee on the Said Plot i.e. **Plot No GH-02C, Sector- 12, Greater Noida, Uttar Pradesh** and more particularly described in Schedule

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of said Dwelling Unit and plan annexed hereto together with the proportionate right in the land underneath the building/tower concerned.

The Lessee simultaneously do hereby also sub-leases unto the Sub-Lessee for the un-expired period of 90 years lease granted by Lessor, which commenced on **26.06.2023**, the undivided, unidentified title to the Said Plot proportionate to the area allotted to the Sub-Lessee in relation to the total area of the Said Plot on the following terms and conditions:

1. The vacant and peaceful possession of the said Dwelling Unit has been handed over to the Sub- Lessee. The Lessor has received one time Lease Rent of the Said Plot from the Lessee and the Sub Lessee is not required to pay any Lease Rent to the Lessor during the Lease Period. In case of any Government demand in that regard, the same shall be dealt with and paid by Sub Lessee Only.
2. That the Sub-Lessee without any rebate or deduction whatsoever shall pay to the Lessor any and all other taxes, charges, levies, fees and impositions, which may be levied or imposed upon the Lessee by the competent authority or from any order of High Court/Supreme Court or Government/Board of Uttar Pradesh from time to time in the proportionate share of the Sub-Lessee in the Said Plot, underneath the building/tower, in terms of the Lease Deed or otherwise.
3. That the Sub-Lessee shall pay annual rents, prevailing taxes, charges, fees, levies and impositions payable for the time being by the Lessee as occupier of the said Dwelling Unit, as and when, the same becomes due or payable. In addition, thereto, the Sub-lessee shall pay all other liabilities, charges for repairs, maintenance and replacement etc., as per Maintenance Agreement executed between the Sub-Lessee and Lessee or nominee of Sub-Lessee, as the case may be.
4. The Sub-Lessee(s) agrees and accepts that he/she shall be responsible to pay requisite charges relating to the maintenance or all other society charges, which includes power back-up, club, taxes etc. All the works relating to the maintenance may be assigned to any company/agency by the Lessee.
5. That the Sub-Lessee shall get exclusive possession of the built-up-area of the said Dwelling Unit, i.e., covered area, areas of balconies, lofts, cupboards and projections. The Sub-Lessee shall have no right, interest or title in the remaining part of the Project.
6. That the usable rights of one dependent car parking space in the parking bay for the Sub-Lessee is made available inside the Project and the Sub-Lessee agrees that car

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parking shall always be treated as integral part of the said Dwelling Unit and the same shall not have any independent legal entity detached from the said Dwelling Unit. The Sub-Lessee has been explained that the said dependant car parking shall be used by the Sub-Lessee as per terms and conditions of the Maintenance Agreement executed between the parties separately.

7. That the Lessee and the Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions, which are contained in the said Lease Deed executed between the Lessor and the Lessee and observe the same as applicable and relating to the land and the said Dwelling Unit being leased under these present.
8. That any transfer, sale, assignment or otherwise parting with the possession of the said Dwelling Unit by the Sub-Lessee, will attract payment of then prevailing transfer charges, and No Objection Certificate (NOC) from the Lessee, in addition to whatsoever other amount as payable to the Lessor. The decision of the Lessor/Lessee in respect of the transfer charges and permission for transfer will be final and binding upon the Sub-Lessee.
9. That the Sub-Lessee shall not mortgage the said Dwelling Unit for securing any loan at any stage except with the prior written permission of the Lessor, which shall be obtained, or given by the Lessor, as per terms of this Sub Lease Deed and the parent Lease Deed executed between Lessor & Lessee. The Sub-lessee shall also obtain appropriate 'NOC' from the Lessee/Lessor in that regard.

Provided that in the event of the sale or forfeiture of the mortgaged or charged said Dwelling Unit, 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 proportionate undivided land as aforesaid. The amount of Lessor's share of the said unearned increase shall be the first charge, having priority over the said mortgage charge. The decision of the Lessor in respect of the market value of the land and the amount payable by the Sub-Lessee to the Lessor shall be final and binding upon all concerned parties.

10. That in case, the Sub-Lessee has obtained loan from any Bank/Financial Institution on the said Dwelling Unit, the Sub-Lessee hereby undertakes to pay the dues of such Bank/Financial Institution in exclusion to the Lessee herein.

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11. That notwithstanding the restrictions, limitations and conditions mentioned herein above, the Sub-Lessee shall be entitled to create tenancy of the whole of the said Dwelling Unit for the purposes of the private residential dwelling only.
12. That wherever the title of the Sub-Lessee in the said Dwelling Unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained herein or contained in the parent Lease Deed executed between the Lessor and the Lessee and such transferee shall be responsible and liable answerable in all respects thereof, in so far as, the same may be applicable and relate to the said proportionate land or the said Dwelling Unit.
13. That in the event of death of the Sub-Lessee, the person on whom the title of the deceased devolves, shall within three months of such devolution, give notice of such devolution to the Lessor and the Lessee. The stake holders/successors/legal heirs of the Sub Lessee shall be liable to execute necessary documents for transfer of the said Dwelling Unit on payment of fees in the records of Lessor and Lessee.
14. That the Sub-Lessee shall in terms of the lease, at all times, pay directly to the Lessor, all Government dues or any other dues of authority, local bodies existing or to exist in future including but not limited to all rates, taxes charges and assessments leviable by whatever name, in respect of the Said Plot or the said Dwelling Unit, which are now or may at any time hereafter or during the continuance of this Deed be assessed, charged or becomes due or imposed upon the said Dwelling Unit hereby transferred to the Sub-Lessee or its tenant/occupant in respect thereof.
15. That the Lessee/Sub-Lessee shall in all respect comply with and remain bound by law, Rules concerning building, drainage, and other by-laws of the Greater Noida Industrial Development Authority or other competent Authorities for the time being in force or whenever becomes applicable in future. Alongwith abovesaid, all the terms & conditions of the brochures of Scheme, allotment, building bylaws and amended from time to time shall be binding upon Lessee/ Sub-Lessee.
16. That the Sub-Lessee acknowledges that the Carpet Area of the said Dwelling Unit is computed as per the provision of the Real Estate (Regulation and Development) Act, 2016.
17. That the Lessee/Sub-Lessee shall not without the sanction and permission of the Lessor in writing, erect any building or make any alteration or otherwise subdivide or

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amalgamate the above said transferred/ Sub-Leased said Dwelling Unit. There shall be no temporary or permanent coverage of balcony or common areas, passages, space etc. In case of breach of this covenant, the Sub Lessee shall be solely responsible and liable for penal and other legal consequences.

18. That the Sub-Lessee, whenever transfers the said Dwelling Unit in any manner whatsoever, all the terms and conditions of Agreement for Sale, maintenance agreement, possession documents and this deed shall be mutatis mutandis applicable and binding upon the transferee(s), and he/she/they shall be liable and answerable in all respects thereof.
19. That the Sub-Lessee will use the said Dwelling Unit exclusively for residential purpose and for no other purposes. Under no circumstances, the Sub-Lessee shall contravene the safety provisions while using/occupying the above said Dwelling Unit. In violation, the Sub-Lessee shall be solely responsible and liable for the consequences as per the law.
20. That the Sub-Lessee shall not in any manner whatsoever encroach upon the common land/ areas, and facilities and services not handed over to him/her under these presents. All unauthorized constructions/encroachments made shall be removed at the cost of the Sub-Lessee and the Sub-Lessee shall be liable for legal consequences.
21. That the Sub-Lessee of Top Floor Dwelling Unit shall not have any exclusive rights of use of the terrace above the Dwelling Unit. However, all the Sub-Lessee of the Project shall have right to use the terrace at reasonable time for maintenance/upkeep of water tanks, fixing of T.V. antennas or any other legally permitted purposes on the terrace subject to observance of safety norms. The terrace shall also be available to the occupants of the building/tower in times of emergencies, like fire, and in case of all other emergencies. No unauthorised construction, temporary or permanent, is permitted by Sub-Lessee in the Project or terrace or in allotted said Dwelling Unit or any part thereof. The right of Sub-Lessee shall however be subject to provisions of all applicable Laws, bye Laws and rules etc. The Sub-Lessee has agreed that solar installations with steel structures for sustainable environment will not be objected by Sub-Lessee and the Lessee will have sole right to install solar panels on the roof top and utilize the energy as deems fit.
22. That the Lessee/Sub-Lessee shall on the expiry of the lease of the Said Plot/land, peacefully hand over the Said Plot/ land unto the Lessor after removing the

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superstructure, within the stipulated period. The share in the undivided proportionate land hereby sub leased, shall always remain un-divisible and unidentified. Similarly, the Sub-Lessee shall have the right of usage of common areas and will not have any independent right of possession of the same.

23. The Sub-Lessee shall insure the said Dwelling Unit comprehensively either singly or collectively with other Allottees/sub lessees and keep the insurance alive/updated at all times. The Sub- Lessee further declares that except the said Dwelling Unit Sub-Leased/ transferred to Sub Lessees under these present shall not be entitled to use any other areas, especially the unsold areas/ apartments/flats, Said Plot of the Lessee in the abovesaid Project. The commercial units/area in the Project is the facility for convenience services to the residents as an independent area of the Project, as well as, for outsiders and the Sub- Lessee has no objections for the same.
24. That the Lessee/Sub-Lessee and all other persons claiming under him/her shall ensure that the said Dwelling Unit is kept in good shape and repairs and he/ she shall ensure that no substantial material damages are caused to the said Dwelling Unit or to the sanitary works therein.
25. That the terms and conditions of the Lease deed, Agreement to Sale, Maintenance Agreement, or any other relevant documents executed between Lessee and Sub-Lessee shall be binding on the Parties after the execution of this Sub-Lease deed.
26. That the Sub- Lessee has understood that the present Sub-Lease Deed does not create any independent right, title or interest of the Sub-Lessee in the earmarked commercial units/areas of the Project which has been allotted/transferred or may be allotted/transferred by the Lessee to any third party for commercial purposes. The Lessee shall be entitled to sell, transfer, convey or let-out the said commercial units/areas to its/his own discretion.
27. That under no circumstances the Sub-Lessee shall harm or cause to be harm any damage to the peripheral walls, front, side and rear elevations of the said Dwelling Unit in any manner. The Sub-Lessee shall also not change the colour scheme of the outer walls or painting of the exterior side of the door and windows and shall also not carry out any change in the exterior elevation/balcony designs etc. shall not erect any fencing/hedging/grills without prior permission of the Lessee or nominated Association/Company maintaining the Project.

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28. That in case of any breach of the terms and conditions of this Deed by the Lessee/Sub-Lessee, the Lessor will have the right to re-enter the said Dwelling Unit after determining the Sub Lease. On re-entry to the said Dwelling Unit, if it is occupied by any structure built in an un-authorized manner, by the Lessee/Sub-Lessee, the Lessor will remove the same at the expenses and cost of the Sub-Lessee. At the time of re-entry of the said Dwelling Unit, the Lessor may re-allot the same to any other person.
29. That if the Sub-Lessee is found to have obtained the allotment, sub lease of the said Dwelling Unit by any mis-representation/mis-statement or fraud, this deed may be cancelled and the possession of the said Dwelling Unit may be taken over by the Lessor and the Sub-Lessee, in such an event will not be entitled to claim any compensation/refund in respect thereof.
30. That all notices/letters, orders and other documents required under the terms of the sub-lease or under the Real Estate (Regulation & Development) Act, 2016, Uttar Pradesh Industrial Area Development Act, 1976 (U.P.) or any rule 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 modification) Act 1974 (U.P. Act No. 30 of 1974). The Provisions, Rules/Regulations of The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (as amended from time to time), shall be applicable.
31. The Sub-Lessee undertakes and assures that he/she has received proper possession of the said Dwelling Unit and same has been constructed upto his/her full satisfaction. The Sub-Lessee has checked and inspected each & every item of the said Dwelling Unit and acknowledges that construction of the said Dwelling Unit subject matter of this Sub-Lease Deed has been carried out to the satisfaction of the Sub-Lessee, as per the provisions of the Real Estate (Regulation & Development) Act, 2016 and he/she has also gone through the relevant provisions of Real Estate (Regulation & Development) Act, 2016 and rules framed there under and hereby records his/her full satisfaction in that regard.
32. That all powers exercisable by the Lessor under this Sub-Lease 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 powers exercisable by it under this Deed.

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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 Lessor with the functions similar to those of Chairman/Chief Executive Officer.

33. That all clauses of the Lease Deed dated **26.06.2023** executed by Lessor in favour of Lessee i.e. **Eldeco Real Estate Limited**, shall be applicable to this Deed also. In case of any repugnancies of any provision of the Lease Deed and this Sub Lease Deed, the provisions under former shall prevail.
34. That the Lessor shall have the right to recover the dues, if any, from the Lessee/Sub Lessee or their Successors as per rules, at the rate of interest, as per the terms and conditions laid in the Lease-Deed/Sub-Lease Deed.
35. That the Lessee/Sub-Lessee 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, will have the power to get the maintenance done through the authority and recover the amount so spent from the Lessee/Sub-Lessee. The Lessee/Sub-Lessee will be individually and severally liable for payment of the maintenance amount. That the provisions of the Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (as amended from time to time) Real Estate (Regulation and Development) Act 2016 (RERA) as well as all Rules and Regulation made there under shall be applicable on the Lessee/Sub-Lessee. No objection on the amount spent for the maintenance of the building by the Lessor shall be entertained and decision of the Chief Executive Officer, Greater Noida in this regard shall be final and binding upon the parties concerned.
36. That the Lessee would be having the right to put the Hoardings etc. on the terrace on the elevation or on the boundary wall, or any other place of the Project and to sell/rent/permit for use by the intending users, for which the Sub-Lessee(s) would not be having any kind of objection of whatsoever nature.
37. That the Sub-Lessee shall not display or exhibit any picture, poster, statue or their articles which are repugnant to the morals or are indecent or immoral on the walls of said Dwelling Unit. The Lessee shall have the exclusive right to display or exhibit any signage, hoardings, billboards, advertisement or placard in any part of the exterior wall of the building, except otherwise specified for the purpose by the Lessee in writing. The

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Lessee shall be entitled to recover the changes for uses of such publicity/display areas for the uses.

38. The Sub-Lessee undertakes to apply and obtain membership of the Resident Welfare Association formed under the supervision and patronage of the Lessee, which shall be constituted and managed according to the Provisions of the Societies Registration Act 1860 and the Uttar Pradesh Apartments (Promotion of Construction, Ownership and Maintenance) Act. The Sub-Lessee further undertakes that he/she will not accept or recognize nor form any other association as Resident Welfare and Association, and if he/she found contrary this would amount to breach of terms and conditions of this sub-lease.
39. That the Lessee has provided '**A Club**' to facilitate the occupants of the Project with the extended use by the relatives & guests (which excludes outsiders), of sub lessees /tenants, as may be allowed by Lessee. The Sub-Lessee shall also be entitled to use the same in adherence to the Rules/Regulations framed by the Lessee for the use of such facilities on payment of charges etc. That the Lessee and Sub-Lessee have agreed that other Terms & Conditions of the, Agreement to Sale, parent Lease Deed and Government Laws, building bye-laws, as amended from time to time shall be binding and shall be applicable on the Lessee/Sub Lessee.
40. That the Stamp duty, registration charges and all other incidental charges required for execution and registration of this Sub Lease Deed shall be exclusively borne by the Sub-Lessee.
41. That after this Deed is executed, no disputes or differences relating to the registration, booking and allotment and possession or any such matters as are instrumental to these and are likely to affect the mutual right, interest, privileges and claim of the Lessee/Sub-Lessee, would be entertained by the Lessee, except otherwise provided or agreed between the parties in writing.

SCHEDULE OF DWELLING UNIT

Dwelling Unit No. _____, on _____ **Floor** of _____ in the complex known as "**Eldeco La Vida Bella**" constructed upon Plot No. GH-02C, Sector- 12, Greater Noida, U.P. having Super Area of _____ Sq. Ft. (_____ **Sq. Meters**) comprising of _____ **Bed Rooms**, _____ **Drawing-cum- Dining**, _____ **Kitchen**, _____ **Toilet and**

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_____ **No. of Balconies/Utility** together with proportionate undivided impartible interest in land on Sub- Lease basis, as per enclosed plan, and bounded as follows:

East :	}	As per Lease- Plan attached
West :		
North :		
South :		

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

WITNESSES:

For & on behalf of

1.

Name:

Son of:

Resident of :

.....,

Adhar No.....

**(Graeter Noida Industrial Development
Authority)
(LESSOR)**

2.

For & on behalf of

Name:

Son of:

Resident of:

.....,

Adhar No. :

**(Eldeco Real Estate Limited)
(LESSEE)**

SUB-LESSEE/s

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