



November 29, 2010

Sumit Vashisth
Instrumental Deptt.
405, Petrofac International Ltd
Petrofac House
Alsoor Street, UAE
P.O. No 23467

Sub: Delivery of Original Sub Lease Deed

Dear Sir,

Please find enclosed herewith-Original Title Documents of the Flat No. CTD/901, at our Scheme Eldeco Green Meadows, Sector Pi, Greater Noida duly registered in favor of Mr. Sumit Vashisth, Ms. Parul Vashisth & Ms. Vinod Sharma.

The same is being handed over to Ms. Vinod Sharma

Kindly give receiving of the title documents on the photocopy of this letter for our records.

Thanking you

Yours Sincerely

For Eldeco Infrastructure & properties ltd

the

Harpreet Kaur Senior Executive (Customer Care)

Regd. & Corp. Off.: 201-212, Splendor Forum, 2nd Floor, Jasola District Centre, New Delhi-110025 Tel.: 011-40655000, 40655100, 46503900

Fax: 011-40655111 E-mail: contact@eldecoproperties.com Website: www.eldecogroup.com



बीस हजार रूपये

THOUSAND RUPEES

Rs.20000

उत्तर प्रदेश UTTAR PRADESH



INOD KUMAR SHUKLA 013441 SUB REGISTRAR'S COMPOUND GREATER NOIDA AUTHORITY DISTT. G. B. NAGAR (U.P.) MOB.:- 9810283723,9818264723

SUB-LEASE DEED











GREATER NOIDA AUTHORITY

DISTT. G. B. NAGAR (U.P.)

PLAT NO. CTD/901 ON NINTH FLOOR OF (CITADEL) "ELEDECO"

GREEN MEADOWS" AT POCKET-C, SECTOR-PI, GREATER NOIDA CITY, DISTT. GAUTAM BUDH NAGAR, (U.P.)

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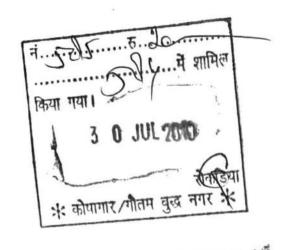
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SUB-LEASE DEED

FLAT NO. CTD/901 ON NINTH FLOOR OF (CITADEL) "ELDECO GREEN MEADOWS" AT POCKET-C, SECTOR-PI, GREATER NOIDA CITY, DISTT. GAUTAM BUDH NAGAR, (U.P.)

Lessor GNIDA Lessee Eldeco Infrastructure & Properties Ltd. Sub-Lessee

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17/8/2010

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SUB-LEASE DEED

FLAT NO. CTD/901 ON NINTH FLOOR OF (CITADEL) "ELDECO GREEN MEADOWS" AT POCKET-C, SECTOR-PI, GREATER NOIDA CITY, DISTT. GAUTAM BUDH NAGAR, (U.P.)

Lessor GNIDA Lessee

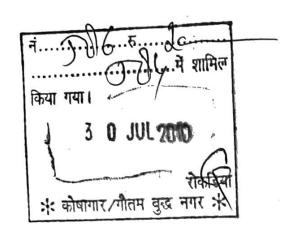
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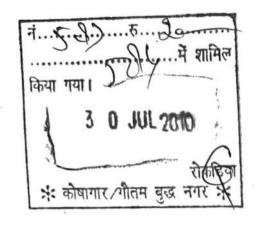
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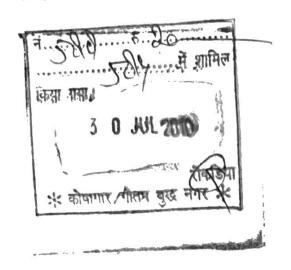
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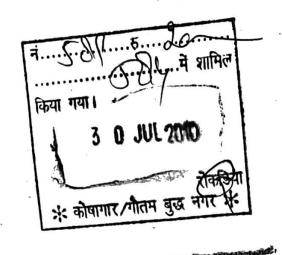
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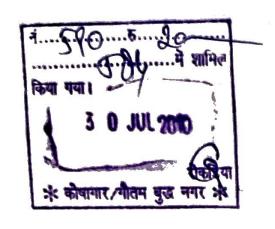
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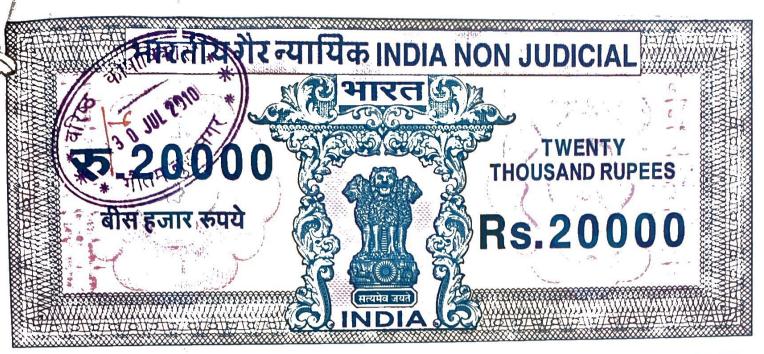


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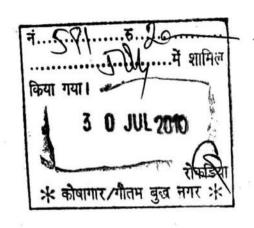
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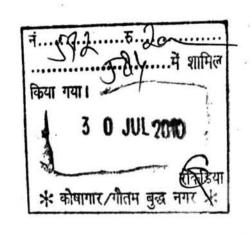
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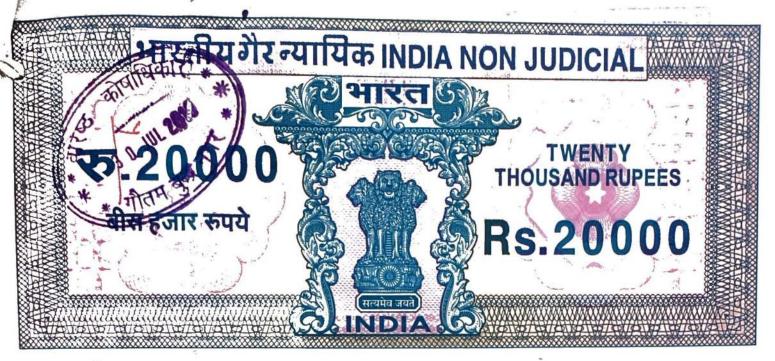
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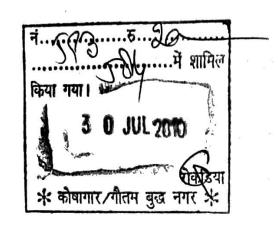
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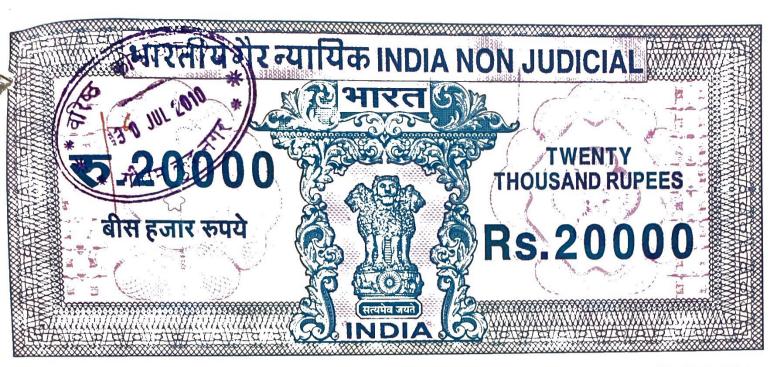




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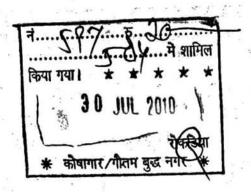
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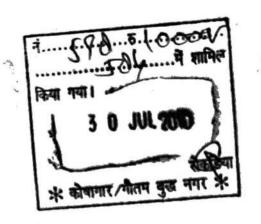
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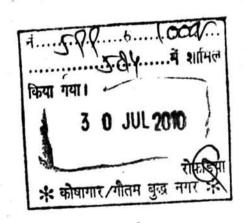
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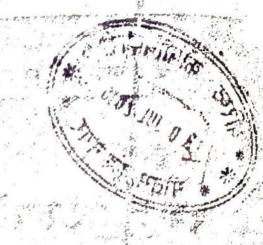
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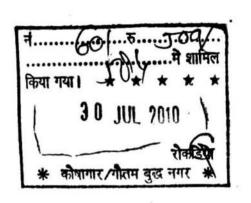
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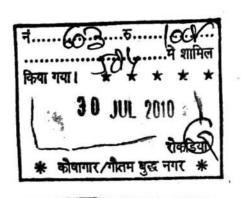
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SUB-LEASE DEED

Market Value: 27,48,000/-

Super Area: 1870 Sq. Ft. (173.79 Sq. Mtr)

Sale Consideration: 58,52,296/-

Carpet/Built Up Area: 1490 Sq. Ft. (138.47 Sq. Mtr)

Stamp Value: 2,92,700/-

Remaining Area: 380 Sq. Ft. (35.32 Sq. Mtr)

THIS SUB-LEASE DEED is made at Greater Noida on this . (.) day of August, 2010 (Two Thousand Ten)

BETWEEN

Greater Noida Industrial Development Authority, a body corporate constituted under Sec 3 of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No.6 of 1976) hereinafter referred to as "Authority" of the First Part.

M/S. Eldeco Infrastructure & Properties Limited, a Company duly incorporated under the Indian Companies Act, 1956 and having its Registered Office at 201-212, Splender Forum, Second Floor, Jasola District Centre, New Delhi-110044, Mridul Dwivedi S/o. R. K. Dwivedi R/o. E-14, Senior Citizen Housing Complex, Sector-PHI-II, Greater Noida (U.P.) its Senior Executive (Marketing) vide resolution dated 29-12-2009, hereinafter referred to as the "DEVELOPERS" AND/OR "LESSEE", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include its successors assigns, of the Second Part;

AND

- Mr. Sumit Vashisth S/o. Mr. Ratan Kumar Sharma, 1.
- Mrs. Parul Vashisth W/o. Mr. Sumit Vashisth 2.
- Mrs. Vinod Sharma W/o. Mr. Ratan Kumar Sharma,

All Resident of Flat No.-302, Emarald-II, Eldeco Eden Park, Kursi Road, Lucknow (U.P.) hereinafter referred to as "Allottee" and/or "Sub-Lessee", which expression shall, unless it be repugnant to the context or meaning thereof, mean and include his/her/their legal heirs, executors, administrators, legal representatives and assigns, of the Third Part;

WHEREAS:

A. Greater Noida Industrial Development Authority ("Authority") invited bids under their Scheme No. BRS-03 of the Year 2000 for allotment of various plots for development of Group Housing situated in different Sectors of Greater Noida City. District Gautam Budh Nagar, Uttar Pradesh.

For & On behalf of GNIDA Eldeco Infrastructure & Properties Limited

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- B. M/S Eldeco Infrastructure & Properties Limited, the Developers herein was the successful bidder for Pocket C, Sector Pi, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh admeasuring 91712 sq.m. approximately (hereinafter referred to as the "Said Land").
- C. The Said Land was allotted to the Developers vide Authority's letter bearing No. Prop/2000/994 dated 8.11.2000 on the terms and conditions contained in the said letter of allotment for the purposes of constructing Group Housing Buildings thereon, and to allot developed Flats/Dwelling Units so constructed to the individuals as its Allottees.
- D. Subsequent to the allotment of the Said Land a Memorandum of Understanding (MOU) dated 17.5.2001 was executed between the Authority and the Developers, which inter-alia conferred a right on the Developers to get the Lease Deed executed for a period of 90 (ninety) years from the date of its execution i.e. 09-09-2004 in respect of the Said Land in their own name and then to transfer through execution of Sub Lease Deed of the Flats/Dwelling units in the name of the individual allottees on such terms and conditions as were contained in the Allotment Letter and MOU.
 - E. The Developers exercised the option of getting the Lease Deed (hereinafter referred as "The Lease/Lease Deed") of the Said Land executed in their favour from the Authority. The Authority as a Lessor vide Lease Deed dated 09-09-2004 duly registered with the Sub-Registrar, Greater Noida City, Distt. Gautam Budh Nagar, Uttar Pradesh, registered in Book No.-1, Vol. No.-817, Pages 641-662, document No.- 4452 demised the Said Land in favour of the Developer as Lessee on certain terms and conditions inter-alia to transfer the developed flats/dwelling units in favour of its allottees for the unexpired period of Lease Deed in favour of the Developers.
 - F. The Developers/Lessee had carried out internal development work comprising of site clearance, leveling, construction of roads, drains, street lighting electrification, lighting, water supply, sewerage and road side plantation, horticulture, development of parks, parking spaces as per norms fixed by the Authority and obtained sanction of the building plans for development and construction of the Group Housing Building on the Said Land and as such, have constructed multi-storeyed complex and each consisting of several flats/dwelling units in accordance with the terms contained in aforesaid MOU. The said buildings together with the Said Land shall hereafter be referred to and named as the "ELDECO GREEN MEADOWS" or "the Housing Complex".
 - G. The Allottee named above, applied to the Developers for allotment and the Developer allotted a Unit bearing No. CTD/901 having Builtup area measuring 1490 sft. and common area 380 sft. i.e. total Super Area measuring 1870 sq. ft.(173.79 sq. mtrs.) approximately, on the Ninth Floor in Citadel Block of the ELDECO GREEN MEADOWS situated at Pocket C, Sector Pi, Greater Noida (hereinafter referred to as "Said Flat / Said Dwelling Unit") alongwith undivided and impartiable lease-hold rights in the portion of the Said Land underneath the building, consisting of several Blocks

For & On behalf of GNIDA Eldeco Infrastructure & Properties Limited

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comprising the Complex, in proportion of the ratio of the super area of the said Apartment to the total super area in the Complex, more fully described in the **Schedule** given hereunder, together with proportionate rights to use the common covered area, including all easement rights attached thereto, hereinafter referred to as the 'Said Unit' on the terms and conditions as contained in the Agreement for Flat dated 02-03-2007 executed between the Developers/Lessee and the Allottee.

NOW THEREFORE THIS SUB-LEASE DEED WITNESSETH AS FOLLOWS:

- 1. That in consideration of the amount of Rs. 58,52,296/- (Rupees Fifty Eight Lac Fifty Two Thousand Two Hundred Ninety Six Only), paid by the Allottee to the Developers / Lessee, the receipt whereof the Developers/Lessee hereby admits and acknowledges, and the Allottee agreeing to observe and perform the terms and conditions herein contained and as contained in the Allotment Letter, the MOU, the Lease Deed executed between the Authority and the Developers/Lessee and the Agreement for Flat dated 02-03-2007 executed between the Allottee and the Developers/Lessee, Developers/Lessee doth hereby agrees to demise and the Allottee agrees to take on sub-lease the Said Flat/dwelling unit with all its sanitary, electrical, sewage and other fittings, more particularly described in the Schedule hereunder written and for greater clearness has been delineated on the plan attached hereto together with all rights and easements whatsoever necessary for the enjoyment of the Said Flat/Dwelling Unit along with right to use the common staircases, corridors, common roads, facilities, lifts, entrance and exits of the building, water supply arrangement, installations such as power system, lighting system, sewerage system etc., subject to the exceptions, reservations, covenants, stipulation and conditions hereinafter contained.
 - The Developers/Lessee doth hereby grant lease of the said Unit unto the said Sub-Lessee, for unexpired period of 90 years, reckoned from 09-09-2004.
 - 3. The vacant and peaceful possession of the Said Flat/Dwelling Unit has been delivered to the Sub-Lessee simultaneously with the signing and execution of this Sub-Lease Deed, and the Sub-Lessee has satisfied himself/herself/themselves as to the area of the Said Flat/Dwelling Unit, quality and extent of construction and the specifications in relation thereto and the Sub-Lessee has agreed not to raise any dispute at any time in future on this account.
 - 4. That for computation purpose, the super area means and includes the covered area, areas of the balconies, cupboards, lofts plus proportionate common areas such as projections corridors, passages are under lifts and lift rooms, staircases, underground/overhead water tanks, mumties, entrance lobbies, electric sub station, pump house, shafts, guard rooms, Satsang Bhawan and other common facilities of the Said Flat/Dwelling Unit. The sub-lessee shall get exclusive possession of the built-up area i.e. covered area, areas of balconies, area of lofts and area of cup-boards of the Said Flat/Dwelling Unit. Sub Lessee is being transferred the title of the Said Unit through this Sub Lease Deed. The Sub-Lessee shall have no right, interest or title in the remaining part of the complex such as

For & On behalf of GNIDA Eldeco Infrastructure & Properties Limited

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Club, Satsang Bhawan, Temple therein, parking spaces, roads, parks, overhead water tanks, underground water tanks, electric sub-station, open areas, entrance lobbies, mumties, pump house, shafts, guard rooms etc., except the right of ingress in common areas, which shall remain the property of the Developers/Lessee. The right of usage of the common facilities is subject to the covenants herein and upto date payment of all dues.

- That the Sub-Lessee shall not be entitled to claim partition of his/her/their undivided share in the land, as aforesaid, and the same shall always remain undivided and impartiable and unidentified.
- 6. The sub-lessee undertakes to put to use the flat/dwelling unit for the residential use only. In case of default, a penalty extended upto Rs.500/- per day may be imposed upon the defaulter by the Authority. However, the minimum penalty would be Rs.50/- per day. Use of the flat/dwelling unit other than residential will render sub-lease liable for cancellation and the allottee/Sub-Lessee will be paid no compensation thereof.
 - 7. That except for the Said Flat/Dwelling Unit transferred herein and all common easementary rights attached therewith, the entire common areas and facilities provided in the Complex and its adjoining areas including the unallotted terrace/roof, unreserved open and covered parking spaces, club and facilities therein, storage areas etc., and the unallotted areas and flats/dwelling units, shopping areas shall remain the property of the Developers/Lessee and those shall be seized and deemed to be in possession of the Developers/Lessee.
 - That the Said Flat/Dwelling Unit is free from all sorts of encumbrances, liens and charges etc. except
 those created at the request of the Sub-Lessee himself/herself/themselves to facilitate his/her/their loan
 for purchase of the Said Flat/Dwelling Unit.
 - 9. The Authority reserves the right to all mine and minerals, coals, washing goods, earth, oils, quarries, in, over, or under the Said Land and full right and power at the time to do acts and things which may be necessary or expedient for the enjoining the same without providing or leaving any vertical support for the surface of the Said Land or for any building for the time being standing thereon provided always the Authority shall make reasonable compensation to Sub-Lessee for all damages directly ascertained by the exercise of such rights. To decide the amount of the reasonable compensation, the decision of the Authority will be final and binding on the Sub-Lessee.
 - 10. The Authority has received one time lease rent in respect of the Said Land from the Developers/Lessee and as such the Developers/Lessee hereby confirm that no lease rent is payable in future by the Sub-Lessee in respect of the Said Flat/Dwelling Unit during the period of sub-lease.
 - 11. That the Sub-Lessee shall pay municipal tax, property tax, water tax, sewerage tax, other annual rent, taxes, charges, levies and impositions, levied or to be levied by any local or statutory authority from

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time to time in proportion to the area of the Said Flat/Dwelling Unit from the date of allotment of the Said Flat by Developer.

- 12. The Sub-Lessee shall, at all times duly perform and observe all the covenants and conditions which are contained in this Sub-Lease Deed, the Lease Deed, the MOU and the Allotment Letter and Agreement for Flat dated 02-03-2007 as referred hereinabove and observe the same as applicable and pertaining to the Said Flat/Dwelling Unit purchased.
 - 13. The Sub-Lessee shall not sell, transfer or assign the whole or part of the Said Flat/Dwelling Unit to any one except with the previous consent in writing of the Authority and on such terms and conditions including the transfer charges/fees as may be decided by the Authority from time to time and shall have to follow the rules and regulations prescribed by the Authority in respect of lease-hold properties.
 - 14. Whenever the title of the Sub-Lessee in the Said Flat/Dwelling Unit is transferred in any manner whatsoever, the transferee shall be bound by all covenants and conditions contained in this sub-lease deed, Lease Deed, MOU and Allotment Letter dated 02-03-2007, Agreement for Flat and the Maintenance Agreement referred to elsewhere in this Sub-Lease and he / she/ they be answerable in all respects therefore in so far as the same may be applicable to the effect and relate to the Said Flat/Dwelling Unit.
 - 15. a) That whenever the title of the Said Flat/Dwelling Unit is transferred in any manner whatsoever, the transferor and transferee shall within three months of transfer give notice of such transfer in writing to the Authority, to the Developers/Lessee and to the Maintenance Agency. It will be the responsibility of the transferor to pay the outstanding maintenance and other charges payable to the Maintenance Agency before effecting the transfer of the Said Flat/Dwelling Unit failing which the transferee shall have to pay the outstanding dues of the Maintenance Agency before occupying the Said Flat/Dwelling Unit.
 - b) In the event of death of the Sub-Lessee, the person on whom the rights of deceased devolve shall, within three months of devolution give notice of such devolution to the Authority, Developers/Lessee and the Maintenance Agency. The person on whom the rights of the deceased shall devolve will be liable for payment of outstanding maintenance and other amounts due to the Maintenance Agency, Authority and or any other Government Agency.
 - c) The transferee or the person on whom the title devolve as the case may be, shall supply to the Authority, Developers/Lessee and to the Maintenance Company certified copies of document(s) evidencing the transfer or devolution.

Eldeco Infrastructure & Properties Limited For & On behalf of GNIDA

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- 16. Notwithstanding the reservations, limitations as mentioned in Clause No. 14 above, the Sub-Lessee shall be entitled to sublet the whole or any part of the Said Flat/Dwelling Unit leased to him for purposes of private dwelling only on a tenancy from month to month.
- 17. The Sub-Lessee may mortgage the Said Unit in favour of the State or Central Govt. or Financial Institutions/Commercial Banks etc., for raising loans with the prior permission of the Developer/Lessee in writing till the execution of Sub Lease Deed. Subsequent to the execution of this Sub Lease Deed, Sub Lessee can mortgage the flat with the prior permission of Authority in writing. Provided that in the event of sale or fore closure of the mortgaged or charged property, the Authority shall be entitled to claim and recover such percentage as decided by the Authority of the unearned increase in the value of the flat as first charge, having priority over the said mortgage charge. The decision of the Authority in respect of the market value shall be final and binding on all the parties concerned. Provided further the Authority shall have pre-emptive right to purchase the mortgage or charged property after deducting such percentage as decided by the Authority of the unearned increased as aforesaid. The Authority's right to the recovery of the unearned increase and pre-emptive right to purchase the property as mentioned hereinbefore shall apply equally to involuntary sale or transfer, be it by or through execution of decree or insolvency/Court.
 - 18. The Authority and / or Developers and / or Maintenance Agency and their employees have the right to enter into and upon the flat / dwelling units, lawn and terrace area in order to inspect, carry out repair work from time to time and at all reasonable times of the day during the term of the Sub-Lease and the Sub-Lessee will give notice of the provisions of this clause to his/her/ their tenants.
 - 19. The Sub-Lessee shall from time to time and at all times pay directly to the local government/Central Govt./Local Authority or GNIDA existing or to exist in future all rates, taxes, charges and assessments of every description which are now or may at any time hereafter during the validity of this deed be assessed, charged or imposed upon the Said Flat/Dwelling Unit hereby transferred.
 - 20. So long as each Said Flat/Dwelling Unit shall not be separately assessed for the taxes, duties etc. the Sub-Lessee shall pay proportionate share of such dues, demands, charges, taxes, liabilities, if any, in proportion to the area of the Said Flat/Dwelling Unit to the Maintenance Agency or to the Developers/Lessee, who on collection of the same from all the Sub-Lessees of the Housing Complex shall deposit the same with the concerned authority/GNIDA.
 - 21. The Sub-Lessee shall not raise any construction temporary or permanent or make any alteration or addition or sub-divide or amalgamate the Said Flat/Dwelling Unit.
 - 22. (a) The Sub-Lessee will not carry on, or permit to be carried on, in the Said Flat/Dwelling Unit any trade or business whatsoever or use the same or permit the same to be used for any purpose other than residential or to do or suffer to be done therein any act or thing whatsoever which in opinion of the

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Authority and/or Developers/Lessee may be a nuisance, annoyance or disturbance to the other owners of the said Housing Complex and persons living in the neighborhood.

- (b) The Sub-Lessee will obey and submit to all directions, issues and regulations made by the Authority now existing or hereinafter to exist so far as the same are incidental to the possession of immovable property or so far as the affect the health, safety or convenience of other inhabitants of the Housing Complex.
- 23. The Sub-Lessee shall not in any manner whatsoever encroach upon any of the common areas, limited use areas and shall also have no right to use the facilities and services not specifically permitted to use. All unauthorized encroachments or temporary/permanent constructions carried out in the Said Flat/Dwelling Unit or on open Car Parking space by the Sub-Lessee shall liable to be removed at his/her /their cost by the Authority or by the Developers/Lessee and/or by the Maintenance Agency with the prior approval of authority.
- 24. The Sub-Lessee shall on the determination of the Sub-lease of his/her/their share in the land, peaceably yield up the proportionate interest in the Said Land, as aforementioned, unto the Authority with/without removing the superstructure within the stipulated period from the land.
- 25. That the Developers/Lessee reserves the right to entrust the job of maintenance and upkeep of the open areas, common areas facilities of the Complex including services to any agency they deem fit. The Sub-Lessee shall enter into an appropriate Agreement with the Maintenance Agency and further undertakes to pay interest free Maintenance Security and recurring maintenance charges, watch and ward charges, power and water consumption charges and other charges including administrative charges etc., as determined by the Maintenance Agency maintaining the Housing Complex. Any recurring or lumpsum charge for provision of any common facilities and to be provided in future by the Lessee or any maintenance agency will be payable by Sub Lessee to the Lessee or the Maintenance Agency in proportion to his share as determined by Lessee or Maintenance Agency. Default in payment of power back up charges or / and maintenance charges shall entitle the maintenance agency to effect disconnection/discontinuation of services and disallow the use of common services including lifts, water supply, sewer connection, overhead tank facility for water storage, power supply, power back up etc. to the Said Flat/Dwelling Unit.
- 26. Electricity, LPG, Power Back up charges and Maintenance charges are payable within 7 days of demand. In case of delay in payment of the same within this period, interest @ 18% shall be charged for the period of delay. Further the Lessee / Maintenance Agency can also recover the defaulted amount from the Interest Free Maintenance Security of the Sub Lessee. The Lessee / Maintenance Agency reserves the right to enhance the maintenance amount payable by way of further one time, annual or monthly charge should the monthly charges fall insufficient for the proper maintenance of the complex. The Lessee shall maintain the complex till the maintenance is handed over to the

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Residents Welfare Association or a period of 1 year from the date of completion of the complex or unit, whichever is earlier. The Lessee shall transfer the Interest Free Maintenance Security, net of default of maintenance and electricity charges, to the Residents Welfare Association for maintenance of the complex thereafter. The Lessee may outsource any or all maintenance activities to outside agencies and authorize them to do all acts necessary in this regard.

- 27. That the Developers/Lessee have provided power back-up system to each flat/dwelling unit and to the common services/facilities. The Sub-Lessee shall be liable to pay regularly and timely the charges towards electricity consumed by the Sub-Lessee through the power supply and the proportionate running cost of power back up system over and above the general maintenance charges, electricity consumed through the power back-up system, LPG at such rates, taxes, levies, service charges etc., as determined by the Lessee / Maintenance Agency failing which supply of Electricity, Power Backup and LPG can be discontinued by the maintenance agency.
 - 28. That the Housing Complex along with lifts, pump houses, generators etc., may be got insured against fire, earth-quake and civil commotion at the expenses of the Sub-Lessee by the Lessor / Maintenance Agency provided all the Sub-Lessees pay and continue to pay the proportionate charges to be incurred by the Maintenance Agency for the purpose of insurance. The Sub-Lessee shall not do or permit to be done any act which may render void or voidable any insurance in any part of the said building or cause increased premium.
 - 29. That the Sub-Lessee shall maintain the Said Flat/Dwelling Unit including Walls and Partitions, sewers, drains, pipes, attached lawns and terrace areas thereto in good tenantable repairs, state, order and condition in which it is delivered to them and in particular so as to support, shelter and protect the other parts of the building. Further, he will allow the complex maintenance teams access to and through the Said Flat/Dwelling Unit for the purpose of maintenance of water tanks, plumbing, electricity and other items of common interest etc. Further the Sub Lessee will neither himself do nor permit anything to be done which damages any part of the adjacent unit/s etc. or violates the rules or bye-laws of the Local Authorities or the Association of Sub Lessees.
 - 30. It shall be incumbent on each Sub Lessee to form and join an Association comprising of the Sub Lessees for the purpose of management and maintenance of the complex. Only common services shall be transferred to the Association. Facilities like Dormitories, Stores, Shops, Parking etc. shall not be handed over to the association and will be owned by the Lessee and may be sold to any agency or individual as the case may be on any terms as the Lessee would deem fit. The central green lawns and other common areas shall not be used for conducting personal functions such as marriages, birthday parties etc. If any common space is provided in any block for organizing meetings and small functions, the same shall be used on such charges as prescribed by the Lessor.

For & On behalf of GNIDA Eldeco Infrastructure & Properties Limited

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- 31. That the Sub-Lessee may get insurance of the contents lying in the Said Flat/Dwelling Unit at his/her/their own cost and expenses. The Sub-Lessee shall not keep any hazardous, explosive, inflammable material in building or any part thereof. The Sub-Lessee shall always keep the Developers/Lessee or its Maintenance Agency or resident association/society harmless and indemnified for any loss and/or damages in respect thereof.
- 32. That the Sub-Lessee shall not harm or cause any harm or damage to the peripheral walls, front, side, and rear elevations of the Said Flat/Dwelling Unit in any form. The Sub-Lessee shall also not change the colour scheme of the outer walls or painting of exterior side of the doors and windows and shall not carry out any change in the exterior elevation and design. No construction or alteration of any kind will be allowed on exclusive attached courtyard on ground floor flats/dwelling units and attached terraces on upper flats/dwelling units and in the open car parking spaces, which shall always remain open to sky.
 - 33. That the Sub-Lessee shall not put up any name or sign board, neon-light, publicity or any kind of advertisement material, hoarding, hanging of clothes etc., at the exterior façade of the building or anywhere on the exterior or on common areas or on roads of the Complex.
 - 34. That the Sub-Lessee shall not remove any walls of the Said Flat/Dwelling Unit including load bearing walls and all the walls / structures of the same shall remain common between the Sub-Lessee and owners of the adjacent flats/dwelling units.
 - 35. The Sub Lessee may undertake minor internal alterations in his unit only with the prior written approval of Lessee. The Sub Lessee shall not be allowed to effect any of the following changes/alterations:
 - i) Changes, which may cause damage to the structure (columns, beams, slabs etc.) of any part of adjacent units. In case damage is caused to an adjacent unit or common area, the Sub Lessee will get the same repaired.
 - ii) Changes that may affect the facade of the unit (e.g. changes in windows, tampering with external treatment, changing of wardrobe position, changing the paint colour of balconies and external walls, putting different grills on doors and windows, covering of balconies and terraces with permanent or temporary structures, hanging or painting of signboards etc.)
 - iii) Making encroachments on the common spaces in the complex.
 - 36. The Sub Allottee shall strictly observe following points to ensure safety, durability and long term maintenance of the building:

For & On behalf of GNIDA Eldeco Infrastructure & Properties Limited

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- i. No changes in the internal lay-out of a flat should be made without consulting a qualified structural consultant and without the written permission from the Lessee.
- ii. No R.C.C. structural member like column and beams should be hammered or punctured for any purpose.
- iii. All the plumbing problems should be attended by only one qualified or experienced plumber in the building. The Plumbing Network inside the apartment is not be tampered with or modified in any case.
- iv. Use of acids for cleaning the toilets should be avoided.
- v. All the external disposal services to be maintained by periodical cleaning.
- vi. No alterations will be allowed in elevation, even of temporary nature.
- vii. Any electrical changes should be made using good quality material as far as possible and same should be carried out by a licenced electrician.
- viii. Sub lessee shall not cover the balcony/ terrace of his apartment by any structure, whether permanent or temporary.
- ix. The Sub Lessee should make sure that all water drains in the apartment (whether in terraces, balconies, toilets or kitchen) should be periodically cleaned i.e. they should not be choked or blocked. Stagnant water is the biggest reason for dampness on levels below
- x. Sub Lessee should avoid random parking of his/ her vehicle and use only his allotted parking bay.
- xi. In case Sub Lessee rents out the unit, he is required to submit all details of the tenants to the Estate Office. The Sub Lessee will be responsible for all acts of omission and commission of his tenant. The complex management can object to renting output the premises to persons of objectionable profile.
- xii. Sub Lessee is not allowed to put the grills in the flat as per individual wish, only the designs approved by Lessee will be permitted for installation.
- 37. The provisions of The Uttar Pradesh Apartments Act, 2003 as amended from time to time and the Uttar Pradesh Ownership of Flats Rules, 1984 and all Ownership of Flats Rules, 1984 and all other rules, regulations other and statutory laws, wherever applicable, will be observed and complied with.

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- 38. The Sub-Lessee 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 damage are caused to the premises or the sanitary/water/electricity work therein.
- 39. The Sub-lessee shall have no right to object to the Developer/Lessee constructing and/or continuing to construct other buildings/flats/dwelling units adjoining the Said Flat/dwelling unit. If at any stage further construction in the complex becomes permissible, the Developer/Lessee shall have the sole right to undertake and dispose of such construction without any claim or objection from the Sub-Lessee.
- 40. Stamp duty, registration fee and other all incidental charges required for execution and registration of this deed have been borne by the Sub-Lessee.
- 41. In case of any breach of the terms and conditions of this deed by the Sub-Lessee, and or breach of terms and conditions of the M.O.U, the Lease Deed executed between the Authority and the Developers/Lessee and terms and conditions of Agreement for Flat between the Sub-Lessee and the Developers/Lessee, the Authority and the Developers/Lessee will have the right to re-enter the Said Flat/Dwelling Unit after determining the lease hold rights in respect thereof. On re-entry of the demised Said Flat/Dwelling Unit, if it is occupied by any structure built un-authorisedly by the Sub-Lessee, the Authority and/or the Developers/Lessee will remove the same at the expenses and cost of the Sub Lease. At the time of re-entry of the Said Flat/Dwelling Unit, the Authority and or the Developers/Lessee may re-allot the Said Flat/Dwelling Unit to any person. Before exercising the right of re-entry, due notice to the Sub-Lessee shall be given by the Authority and / or the Developers/Lessee to rectify the breaches within a period stipulated by the Authority and/or the Developers/Lessee.
 - 42. All notices, orders and other documents required under the terms of the sub-lease or under the Uttar Pradesh Industrial Development Act, 1976 (U.P.Act No.6 of 1976) or any rule or regulation made or directions issued thereunder shall be deemed to be duly served as provided under Section 43 of the Uttar Pradesh Urban Planning and Development Act, 1973, as re-enacted and modified by the Uttar Pradesh President's Act (re-enactment with modifications) 1974 (U.P. Act No. 30 of 1974).
 - 43. All powers exercisable by the Authority under the Deed may be exercised by the Chief Executive Officer/Chairman of the Authority. The Authority may also authorize any of its officers to exercise all or any of the powers exercisable by it under this Deed. Provided that the expression Chief Executive Officer/Chairman shall include Chief Executive Officer/Chairman for the time being or any other officer who is entrusted by the Authority with the functions similar to those of the Chief Executive Officer/Chairman.

For & On behalf of GNIDA Eldeco Infrastructure & Properties Limited

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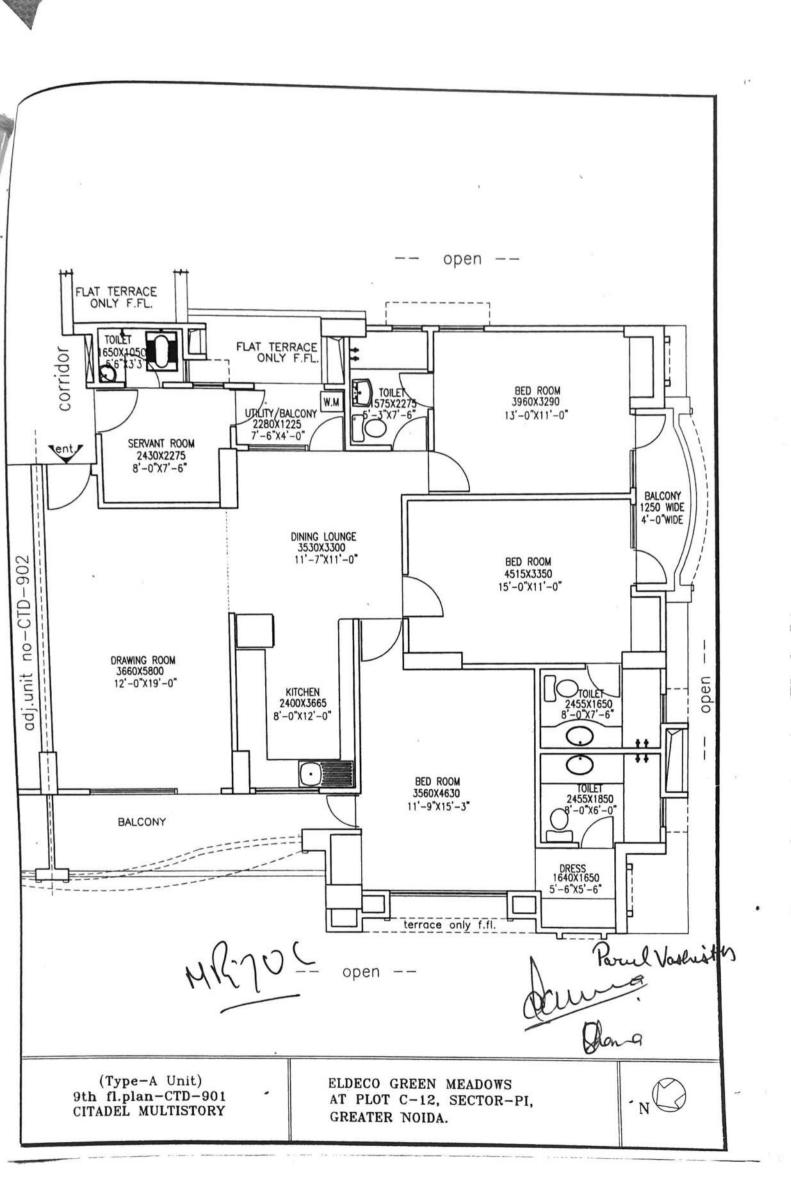
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SCHDULE OF FLAT/DWELLING UNIT

Residential Flat/Dwelling Unit bearing No. CTD/901 on the Ninth Floor in Block No. Citadel, consisting of Three Bed Rooms, One Drawing / Dining Room, One Kitchen, Four Toilets, Two balconies having a total built-up area of 1490 sq. ft. and common area 380 sq. ft. i.e. total Super area measuring 1870 sq. ft. in the "ELDECO GREEN MEADOWS" situated at Pocket-C, Sector-Pi, Greater Noida, District Gautam Budh Nagar, Uttar Pradesh, along with undivided, impartiable, unidentified lease-hold rights in the portion of the said land underneath the building, consisting of several Blocks comprising the Complex, in proportion of the super area of the Said Flat/dwelling unit as per enclosed plan and bounded as follows:-

North - East: CTD/902

South - East: Open

South - West: Open

North - West: Open

IN WITNESS WHEREOF the Parties have hereunto set their hands, the day, month and the year first above written:

In presence of:

Witnesses:

Name: Vinod Kumar Shukla

Address: Advocate, Gautam Budh Nagar

Contact No: 9810283723

Name : Ashutosh Dwivedi S/o. Sh. U. K. Dwivedi

Address: H-156, Gamma-II, Greater Noida

Signed for & on behalf of

Greater Noida Industrial Development Authority

Signed for & on behalf of the Developers

Eldeco Infrastructure & Properties Limited

Eldeco Infrastructure & Properties Limited For & On behalf of GNIDA

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