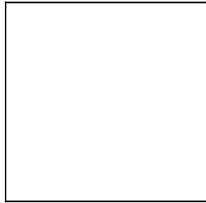
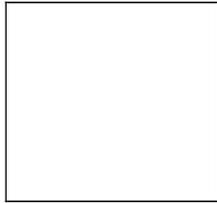


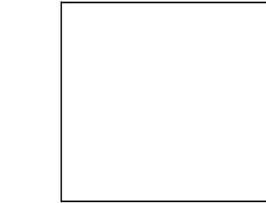
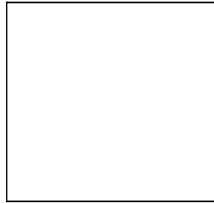
**SALE DEED FOR SUPERSTRUCTURE OF COMMERCIAL UNIT / SHOP
AND SUB- LEASE DEED FOR LAND AT CAPITAL ATHENA PHASE -3
COMMERCIAL , AT GH-12A/2, SECTOR 01-, GREATER NOIDA [UP]**



Lessor
Sub-Lessee



Lessee



Sub-Lessee

Shop No. :
 Floor :
 Carpet Area :
 Super Area :
 Sale Consideration Prevalent Circle Rate :
 [Rs. /- (Basic) (+) % (Facilities) (-) % (Floor Discount)]
 Value of the Property as per Circle Rates :
 [Inclusive of Covered Car Parking]
 Property Type :
 Stamp duty paid @ % :

For and on behalf of
 Greater Noida Industrial &
 Development Authority

For & On Behalf of
 M/s Capital Infratechomes Pvt Ltd.

Authorised Signatory
 LESSOR

Authorised Signatory
 LESSEE

SUB- LESSEE

SUB- LESSEE

This Indenture is made and executed at GREATER NOIDA [U.P.] on this ___ day of _____ in the year _____.

BY & BETWEEN

GREATER NOIDA INDUSTRIAL AND DEVELOPMENT AUTHORITY, District Gautam Budha Nagar, Uttar Pradesh, India 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**"/ "**FIRST PARTY**" which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) of the **FIRST PART**;

AND

M/S CAPITAL INFRATECHOMES PVT. LTD. (PAN: **AAFCC0363E**) A Company registered under the Companies Act 1956 and having its registered office at Plot No. GH-12A/2, Sector-01, Greater Noida [West], Gautam Budha Nagar, Uttar Pradesh- Pin 201308 through its Authorized Signatory **Mr. NAVEEN KUMAR SINGH** (Aadhaar No. **9984 8703 4644**) S/o Late Shri Phool Singh, R/O Y-21D, F- 21C, Meghdutam Apartment, Sector-50, Noida [UP], **Director**, authorized vide resolution dated 22.11.2012 (hereinafter referred to as the "**LESSEE**"/"**SECOND PARTY**" which expression shall unless contrary or repugnant to the context thereof include its successors and assigns) of the **SECOND PART**:

AND

Mr. _____ [PAN _____ / Aadhar No _____)
S/o Sh. _____ and _____ [PAN _____ / Aadhaar
No. _____] s/o w/oSh. _____ R/O _____

----- (hereinafter referred to as the "**SUB LESSEE**"! "**THIRD PARTY**" which expression shall unless contrary or repugnant to the context or meaning thereof shall include his/her heirs, executors, administrators, legal representatives, permitted assigns) of the **THIRD PART**;

WHEREAS by a Lease executed on the ___ day of _____ and registered in the office of the Sub-Registrar-, Greater Noida (hereinafter called the "**LEASE**") between the Greater Noida Industrial Development Authority, District Gautam Budh Nagar, Uttar Pradesh, India, 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**"! "**FIRST PARTY**") and LESSEE/ **SECOND PARTY**, the LESSOR has demised on leasehold basis **PLOT NO. GH-12A-2, SECTOR 01, GREATER NOIDA [WEST] , DISTRICT GAUTAM BUDH NAGAR, UP-201301 ADMEASURING 33941.79 SQ. METER FOR 90 YEARS COMMENCING FROM 22.11.2012** yielding and paying lease rent on the terms and conditions contained in the said Lease. The land has been demised for the purpose of constructing residential units/ commercial units [shops] for the registrants of the Second Party on the terms and conditions, as specified in the said Lease Deed.

The **LEASE DEED IS REGISTERED WITH THE SUB REGISTRAR—I NOIDA, AS DOCUMENT NO 22589 BOOK NO. 1, PAGES ___ TO _____ , ON 22.11.2012.**

For and on behalf of
Greater Noida Industrial &
Development Authority

For & On Behalf of
M/s Capital Infratechomes Pvt Ltd.

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The Second Party has constructed Commercial Units/Shops on the terms and conditions laid down in the said Lease Deed and the Complex is called "**CAPITAL ATHENA PHASE-3 COMMERCIAL**". It has various types of Shops in it. The Second Party has obtained Completion certificate from the competent authority for the Project.

AND WHEREAS under the terms of the said Lease Deed, the Second Party can allot to its registrants, Commercial Units/Shop in GREATER NOIDA, including undivided share in land, common areas and facilities appurtenant to the Shops on such terms as decided by the Second Party.

AND WHEREAS the Third Party/Sub-Lessee had applied for allotment of a Commercial Unit/Shop and on the faith of the statements and representation made by the Third Party/Sub Lessee at various stages, the Second Party has allotted and received consideration mentioned herein and delivered possession of the **COMMERCIAL UNIT/SHOP BEARING NO.**_____ having CARPET AREA ____Sq. M. [____Sq. Ft.] ON THE _____ FLOOR of the aforesaid Complex to the Third Party/Sub-Lessee against the consideration which has already been paid. The Third Party will also observe covenants, terms and conditions, as laid down in the previously mentioned lease between the First Party and Second Party and on the terms and conditions hereunder.

AND WHEREAS the Third Party/Sub-Lessee has carried out the inspection of the Building plans of the said Commercial Units/Shops and has satisfied himself/herself/themselves as to the soundness of the construction thereof and conditions and descriptions of all fixtures and fitting installed and/or provided therein and also the common amenities and passages, appurtenant to the said commercial unit/shop and also the nature, scope and extent of the undivided benefit of interest in the common areas and facilities within the said complex.

NOW THIS INDENTURE WITNESSETH AS FOLLOWS:

That in consideration of the amount of **Rs.-**_____ **(Rupees** _____) which includes the cost of the superstructure of the shop and the proportionate share of the Land, paid by the Third Party to the Second Party, receipt whereof the Second Party hereby acknowledges and the Third Party agreeing to observe and perform the terms and conditions herein mentioned, the Second Party hereby sell to the Third Party the superstructure of the commercial unit/ shop BEARING NO._____ having CARPET AREA _____ Sq. M. [____Sq. Ft.] on the _____ FLOOR With sanitary, electrical and other fittings, in the Commercial Complex "**CAPITAL ATHENA PHASE 3 COMMERCIAL**" at **PLOT NO. "GH-12 A/2, SECTOR 01, GREATER NOIDA [WEST] , DISTRICT GAUTAM BUDH NAGAR, UP-201308 INDIA** and more particularly described Schedule hereunder written, and plan annexed hereto.

The Second Party simultaneously does hereby also sub-leases unto the said third party for the unexpired period of 90 Years Lease granted by the Lessor/First Party, which commenced on 22nd November, 2012, the undivided title to the Land proportionate to the area allotted to the Third party in relation to the Total area of the land.

For and on behalf of
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1. The vacant and peaceful possession of the superstructure of the dwelling unit has been given to the Third Party. The Lessor has received One Time Lease rent of the Plot from the Lessee and the Sub-Lessee is not to pay any Lease Rent to the Lessor during the un-expired portion of the said Lease.
2. The third party/sub-lessee without any rebate or deduction whatsoever shall pay any other taxes, charges, levies and impositions payable for the time being by the Second Party in relation to the land share of the Third Party.
3. The third party shall pay annual rents, taxes, charges, levies and impositions payable for the time being by the Second Party as occupier of the said shop as and when the same becomes due and payable and shall in addition thereto shall also pay all other liabilities charges for repairs, maintenance and replacement etc. as per Maintenance Agreement between the Third Party and nominee of The Second Party.
4. That for computation purpose, the CARPET AREA means and includes the net usable floor area of an apartment, excluding the area covered by the external walls, area under services shafts, exclusive verandah area and exclusive open terrace area, but includes the area covered by the internal partition walls of the shop. The COMMON AREA means the entire land for the real estate project or where the project is developed in phases and registration under the Act is sought for a phase, entire land for that phase; the stair cases, lifts, staircase and lift lobbies, fire escape and common entrance and exits of complex; the common basement, terraces, parks, open parking areas and common storage spaces; the premises for lodging of persons employed for the management of the party including accommodation for watch and ward staff or for lodging of community service personnel; installation of central services such as electricity, gas, water and sanitation, air-conditioning and incinerating, system for water conservation and renewable energy; the water tanks, sumps motors, fans compressors, ducts and all apparatus connected with installations for common use; all community and commercial facilities as provided in the project; all other portion of the project necessary or convenient for its maintenance, safety, etc. and in common use. The Sub-Lessee shall get exclusive possession of the built up covered area of the shop and is being transferred the title of the same along with undivided, impartible, unidentified proportionate title to the common area of the Land in the Commercial Complex in proportion to the carpet area of the said shop/ commercial unit to the total carpet area constructed in the Commercial Complex, through transfer of title in favour of the association of allottees. The Sub-Lessee shall have no right interest, or title in the remaining part of the complex such as club facilities, parking space, roads, parks, overhead water tanks, electric sub-station, open areas, entrance lobbies, mummies, pump house, Shafts, architectural features, lift wells, lift rooms, circulation area, guard rooms etc. except the right of ingress and egress in common areas, which shall remain the property of the Lessee/Second Party. The right of usages of the common facilities is subject to the covenants herein and up to date payment of all dues.
5. The Second Party and the Third Party shall, at all times duly perform and observe all the covenants and conditions which are contained in the said Lease executed between the Lessor and the Second Party and observe the same as applicable and relating to the land pertaining 'to the unit given to him/her/them.

For and on behalf of
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6. The Second Party and the Third Party shall, at all times duly perform and observe all the covenants and conditions which are contained in the said Lease executed between the Lessor and the Second Party and observe the same as applicable and relating to the land pertaining 'to the unit given to him/her/them.
7. Any transfer, sale, assignment or otherwise parting with the said commercial unit / shop by the Third Party will attract payment of prevailing transfer charges in addition to whatsoever other amount' is payable to the Lessor. The decision of the Lessor in respect of transfer charges will be final and binding.
8. The Sub-Lessee shall not mortgage the said commercial unit/shop for securing any loan at any stage except with prior permission of the Lessor in writing, which shall be obtained, or given by the Lessor as per terms of the Lease. Provided that in the event of the sale or foreclosure of the mortgaged or charged property 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 Land as aforesaid and the amount of Lessor's share of the said unearned increase shall be first charge, having priority over the said mortgage charge. The decision of the Lessor in respect of the market value of the said land and the amount payable by the Third Party to the First Party shall be final and binding on all parties concerned.
9. Notwithstanding the restrictions, limitations and conditions mentioned herein above, the Third Party shall be entitled to create tenancy of the whole of the shop for the purpose of the private commercial use only.
10. Whenever the title of the Second/Third Party in the said shop is transferred in any manner whatsoever the transferee shall be bound by all covenants and conditions contained herein or contained in the Lease between the First and the Second Party and he/she/they be answerable in all respect thereof in so far as the same may be applicable to effect and relate to the said commercial unit/shop.
11. In the event of death of the Third Party, the person on whom the title of the deceased devolves shall within three months of the devolution, give notice of such devolution to the Lessor and the Lessee.
12. The Third Party shall from time to time and at all times pay directly to the local govt. /local Authority or Greater Noida, existing or to exist in future all rates, taxes charges and assessments of every description which are now or may be at any time hereinafter during the continuance of this Deed be assessed, charged or imposed upon the commercial unit/shop hereby transferred or on the Third Party or his/her/their tenant/occupant in respect thereof.
13. The Second/Third Party shall in all respect comply with and be bound by the building, drainage, and other by-laws of Greater Noida Authority or other Authority for time being in force or to exist in future.
14. The Second Party/Third Party shall not without the sanction and permission in writing of the Lessor, erect any building or make any alteration or subdivide or amalgamate such transferred/ Sub-Leased commercial unit/shop.

For and on behalf of
Greater Noida Industrial &
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15. The Third Party will use the dwelling unit for residential purpose and for no other purpose.
16. The Second/Third Party shall not in any manner whatsoever encroach upon the common land areas and facilities and 'services not handed, over to him/her/them. All unauthorized encroachments made by the Second/Third Party shall be liable to be removed at his/her/their cost.
16. The third party/Sub-Lessee of Lower Ground Floor shop in the Complex will be entitled to the use sit-out area earmarked for such shop, for the limited purpose of keeping the same as green and open. No construction, temporary or permanent is permitted on such sit out areas. The right of user shall however, be subject to the provisions of the U.P Apartment Ownership of Flats Act or any amended Act.
17. The Third part/Sub-Lessee of Upper Ground Floor Shop shall have the limited right of user of the terrace subject to other occupants/maintenance agency in the Complex having right to use the terrace at reasonable time for maintenance/upkeep of water tanks, fixing of TV antennas or any other purposes requiring the use of terrace. The terrace shall also be available to the other occupants of the complex in times of emergencies like fire etc. No construction, temporary or permanent, is permitted upon the terrace or any other part thereof. The right to user shall however be subject to the provisions of the U.P. Ownership of Flats Act, 1975.
18. The Second Party/Third Party shall on the expiry of the lease of the land, peacefully handover the said land unto the Lessor after removing the superstructure within the stipulated period. The Land hereby sub-leased shall always remain indivisible and unidentified. Similarly the Third Party shall have right of usage of common areas and will not have any right of possession of the same.
19. The Second/Third Party shall insure the premises comprehensively either singly or collectively with other Allottee(s) and keep the insurance current at all times.
20. The Second/Third Party and all other persons claiming under him/her/them shall ensure that the shop -premises are kept in good shape and repairs and that no substantial material damages are caused to the premises or to the sanitary work therein.
21. The Stamp duty, Registration charges and other all incidental charges required for execution and registration of this Deed have been born by the Third Party.
22. That After this Deed is executed, no dispute or differences relating to the registration, booking and allotment and in all such matters as are instrumental to these and are likely to affect the mutual right, interest, privileges and claim of the Second/Third Party would be entertained. In the event of any dispute, still arising with regard to the terms and conditions of this Deed the same shall be subject to the jurisdiction of District Court, Gautam Budha Nagar and the High Court of Judicature, Allahabad.
23. That in case of any breach of the terms and conditions of this deed by the Second Party/Third Party, the Lessor will have the right to re-enter the demised shop after, determining the sub-lease. On re-entry of the demised shop, if it is occupied by any structure build in an unauthorized manner, by the Second Party/Third Party, the Lessor/the Second Party will remove the same at expenses and costs of the Second Party/Third Party. At the time of re-entry of the demised shop, the Lessor may re-allot it to any other person.

For and on behalf of
Greater Noida Industrial &
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For & On Behalf of
M/s Capital Infratechomes Pvt Ltd.

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24. That in case of any breach of the terms and conditions of this deed by the Second Party/Third Party, the Lessor will have the right to re-enter the demised shop after, determining the sub-lease. On re-entry of the demised shop, if it is occupied by any structure build in an unauthorized manner, by the Second Party/Third Party, the Lessor/the Second Party will remove the same at expenses and costs of the Second Party/Third Party. At the time of re-entry of the demised shop, the Lessor may re-allot it to any other person.
25. That if the Third Party is found to have obtained the allotment, sub lease of the demised premises by mis-representation/mis-statement or fraud, this deed shall stand cancelled and the possession of the demised premises may be taken over by the Lessor/the Second Party and the Third Party, in such an event, will not be entitled to claim any compensation in respect thereof.
26. All notices, orders and other documents required under the terms of the Sub lease or under the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) or any rule regulation made or directions issued there under shall be deemed to be served as provided under Section 43 of the Uttar Pradesh Urban Planning and Development Act, 1973, as re-enacted and modified by the Uttar Pradesh President's Act (Re-enactment with modification Act, 1974 (U.P. Act No. 30 of 1974).
- 26 All powers exercisable by the Lessor under the Deed may be exercised by the Chairman/Chief Executive Officer of the Lessor. The Lessor may also authorize any of its officers to exercise all or any of the powers excisable by it under this Deed. 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.
- 27 All clauses of the Lease Deed executed by GNIDA in favour of "CAPITAL INFRATECHOMES PVT. LTD. ", Dated 22.11.2012 in favor of the Second Party shall be applicable to this Deed also. In case of any repugnancies of any provision of the Lease Deed and this Deed, the former shall prevail.
- 28 Authority/Lessor has the right to recover the dues, if any, from the Sub-Lessee or their successors as per rules, as per the rate of interest as per terms and conditions laid in the Lease Deed/Allotment.
- 29 The Lessee/Sub-Lessee shall make such arrangement as are necessary for maintenance of the commercial complex and common services and if the complex is not maintained properly the Chief Executive Officer or any officer authorized, by the Chief executive Officer, GNIDA will have the power to get the maintenance done through the nominated 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. The Rules/Regulations of U.P. Ownership of Flat Act, 1975/The Uttar Pradesh Apartment (Promotion of Construction, Ownership and Maintenance) Act, 2010 (as amended from time to time) shall be applicable on the 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, GNIDA in this regard shall be final.
- 30 Terms and Conditions of the brochure of scheme, allotment, building bylaws as amended from time to time shall be binding on Lessee/Sub-Lessee.

For and on behalf of
Greater Noida Industrial &
Development Authority

For & On Behalf of
M/s Capital Infratechomes Pvt Ltd.

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SCHEDULE OF COMMERCIAL UNIT/SHOP

SHOP BEARING NO. _____ ON THE _____ FLOOR in the Complex known as "CAPITAL ATHENA PHASE-3 COMMERCIAL" constructed upon PLOT NO. GH-12A/2, SECTOR 01, GREATER NOIDA [WEST], DISTRICT GAUTAM BUDH NAGAR, UP-201301, U.P., having CARPET AREA of _____ Sq. (_____ Sq. Ft.) comprising of _____ and One Covered Car Parking bearing No. _____ and _____ together with interest in proportionate undivided, impartial, unidentified common area of the land on sub-lease basis, as per Enclosed plan, and bounded as follows:

NORTH

SOUTH

EAST

WEST AS PER LAYOUT PLAN ATTACHED

For and on behalf of
Greater Noida Industrial &
Development Authority

For & On Behalf of
M/s Capital Infratechomes Pvt Ltd.

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SUB- LESSEE

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

WITNESSES: SIGNED AND DELIVERED BY

1. (LESSOR)

Greater Noida Industrial
Development Authority

[Authorised Signatory]

2.(LESSEE)

For & on behalf of Capital Infratechomes Pvt. Ltd.

[Authorised Signatory

3.(SUB-LESSEE)

For and on behalf of
Greater Noida Industrial &
Authority

(Authorized Signatory)
for and on the behalf of Development

LESSOR

LESSEE

SUB- LESSEE

SUB- LESSEE

