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OFFICE OF THE TREASURER  
GHAZIABAD  
27 JUN 2011  
CHIEF  
TREASURY



उत्तर प्रदेश UTTAR PRADESH LEASE DEED

AR 565526

This Deed of Lease is made on this 07 day of 07 2011

Between

Ghaziabad Development Authority, Ghaziabad through its Vice Chairman  
Sh. Narendra K. Chaudhary (hereinafter referred to as the Lessor which  
expression shall unless repugnant to the context, mean and include its  
administrators, successors and assigns) of the First Part

And

M/s Suncity Hi-Tech Infrastructures Pvt. Ltd., a Company incorporated under  
the Companies Act, 1956 having its Registered Office at N-49 1st Floor,  
Connaught Place, New Delhi, through its Brijesh Bhat  
(hereinafter referred to as the Lessee which expression shall unless repugnant  
to the context mean and include its successors and assigns) of the Second Part.

16  
महेश चंद्र शर्मा

Suncity Hi-Tech Infrastructures Pvt. Ltd.

पट्टा विलेख 190 वर्ष :  
 12,937,000.00 10,272.00 10,000.00 60 10,000.00 3,000

प्रतिफल प्रतिफल आयन वार्षिक क्रियाएं फल गति स्थिति व फल व फल फल फल फल फल

श्री श्री सनसिटी इन्फ्रास्ट्रक्चर लिमिटेड विष्ट

पुत्र श्री डी एस विष्ट

पुत्र श्री डी एस विष्ट

निवासी एन-49 कनाट जेरा नई दिल्ली

अथवा फल

ने यह विलेख इस अवधि में दिनांक 8/7/2011 मध्य 8:54/10

द्वारा निबन्धन हेतु पेश किया।



निबन्धन अधिकारी के द्वारा

प्रभारी

उप निबन्धक प्रथम

गाजियाबाद

8/7/2011

निबन्धन अधिकारी द्वारा दिये गए विलेखों में फल व फल विलेखों के फल विलेखों के फल

पट्टा विलेख

पट्टा विलेख

श्री संजीव कुमार सहायक अभियन्ता भू अर्जन

प्रतिनिधि नरेन्द्र कुमार चौधरी

पुत्र श्री

पुत्र/पत्नी श्री पेशा नौकरी



श्री श्री सनसिटी इन्फ्रास्ट्रक्चर लिमिटेड विष्ट

पुत्र श्री डी एस विष्ट

पेशा गाजियाबाद/अथवा फल

निवासी एन-49 कनाट जेरा नई दिल्ली



ने निबन्धन हेतु पेश किया।

निबन्धन अधिकारी श्री ओमदेव तिवारी

पुत्र श्री स्व वी पी तिवारी

पेशा नौकरी

निबन्धन GDA G2b

पत्नी सलील कुमार

पुत्र श्री आर प्रकाश

पेशा नौकरी

निवासी 757 काजीपुरा मोड गाजियाबाद

द्वारा

द्वारा

पट्टा विलेख में दिये गए निबन्धन अधिकारी निबन्धन अधिकारी निबन्धन अधिकारी



निबन्धन अधिकारी के द्वारा

प्रभारी

उप निबन्धक प्रथम

गाजियाबाद

8/7/2011

WHEREAS the Government of Uttar Pradesh (hereinafter referred to as "The Government") vide Commissioner Order No. 929/आठ-07/2010-12 dated 12.01.2011 acquired / ceiling / resumed Gram Sabha land admeasuring 25.370 acres of Village Dasna, Tehsil Ghaziabad, District Ghaziabad the details which are given in Schedule-I hereto (hereinafter referred to as "the Land") for the purpose of Hi-Tech Township in Ghaziabad District, Uttar Pradesh.

AND WHEREAS the lessor, at the request of the lessee vide Government Order No. 929/आठ-07/2010-12 dated 12.01.2011 has agreed to demise the Land to the Lessee for the aforesaid purpose for a total consideration of Rs. 11,29,37,000/- (Rupees Eleven crore twenty nine lac thirty seven thousand Only) and the annual rent of Rs. 1000/- per hect. (Rupees One Thousand Only) reserved hereinafter subject to the rights, restrictions and several covenants hereinafter expressed.

**NOW THEREFORE THIS LEASE DEED WITNESSETH AS UNDER AND THE PARTIES HERETO AGREE AS FOLLOWS:**

1. The words and expression used but not defined herein shall have the meaning assigned to them in the Memorandum of Understanding executed between the Ghaziabad Development Authority and Suncity Hi-Tech Infrastructures Pvt. Ltd. dated 22.12.2005, an amended MoU 28.4.10 and revised MoU dated 17.03.11 (hereinafter referred to as "MoU").
2. The Lessor is the lawful owner of land admeasuring 25.370 acres, situated in Village Dasna (the "LAND") and has valid right, title and interest therein and is competent to lease the same to the Lessee. Detailed description of the LAND and a plan thereof (delineated and marked in red) as shown in the Map is attached hereto as SCHEDULE-I.

नरेन्द्र कुमार चौधरी  
बुधवार

Suncity Hi-Tech Infrastructures Pvt. Ltd.

पददा वक्ता

Registration No : 4258

Year 2011

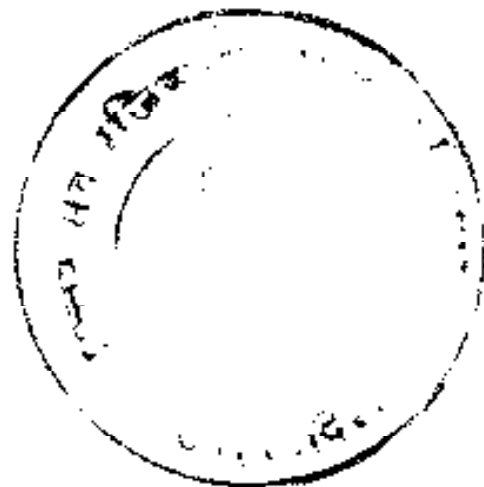
Book No :

0101 संजीव कुमार सहायक अभियन्ता भू अर्जन प्रतिनिधि नरेंद्र कुमार

UDN 376

नंकरा

*[Handwritten signature]*



3. In consideration of the payment of the premium amount of LAND Rs. 11,29,37,000/- and the annual lease rent of Rs. 10267/- hereunder reserved and of the covenants and conditions on the part of the Lessee with a right to sub-lease hereinafter contained, the Lessor doth hereby demise unto to the Lessee all that piece and parcel of the LAND, more particularly described in the SCHEDULE-I hereto for the development of Hi-Tech Township and associated facilities for as period of 90 years.
4. The Lessee shall have right to get the lease converted into freehold on payment of conversion charges as per prevailing laws in the State after the completion of the development works as specified in the Development Agreement.
5. During the term of the lease, the Lessee shall pay to the Lessor lease rent of Rs. 1000/- per hectare per year in advance (the 'Rent Amount') commencing from the month of 06/07/2011. The Lessee has paid to the Lessor for 10.267 Hectare of land falling in Dasna Village of Tehsil Ghaziabad, Distt. Ghaziabad, (U.P.) as per SCHEDULE-I which includes 10.267 Hectare of the LAND, a premium amount of Rs. 11,29,37,000/- towards resumption / acquisition cost of the LAND through Pay Order detailed below, the receipt whereof the Lessor doth hereby acknowledges.

Sl.No.	Pay Order No.	Date	Amount (Rs.)	Drawn on
			Paid as above	

6. The Lessee shall have right to develop and use the LAND to develop, construct, operate and maintain the Hi-Tech Township and associated facilities in accordance with the provisions of the MoU and for no other purpose whatsoever.
7. The Lessee shall have right to mortgage, pledge or hypothecate the LAND and the assets created thereon to the financial institutions and other lenders for financial assistance.

नरेंद्र कुमार चौधरी

Society Hi-Tech Infrastructures Pvt. Ltd.

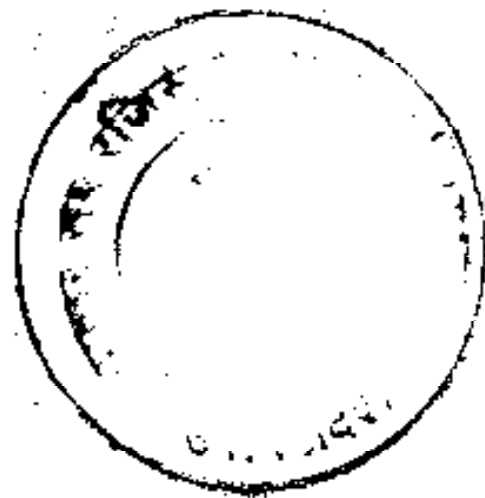
## पददा गृहीता

Registration No 4258

Year 2011

Book No 1

0201 श्री सनसिटी इन्डिया वेलोस विष्ट  
श्री सनसिटी  
सुन 49 कागद सनसिटी विष्ट  
सुनसिटी/सुनसिटी





8. The Lessor covenants and warrants that:

- (a) The Lessor has the full right and authority to execute this Deed and to grant the lease of LAND, and that the Lessee, upon payment of the rent and performance of the covenants herein contained, shall peaceably and quietly hold, possess and enjoy the LAND during the full term of this lease without any interruption, disturbance, claims or demands whatsoever by the Lessor or by any persons claiming for and on behalf of the Lessor as per the covenants and provisions of this Lease Deed. If it is found that the Lessee has used the LAND for the purpose other than that for which the LAND has been provided to the lessee, the lessor shall have right to terminate the lease and the land shall vest absolutely in the lessor and the lessor would not be liable to pay any compensation to the lessee.
- (b) The Lessor shall grant, transfer, convey and assure, from time to time, all its reversionary rights, lease rights and interests in respect of such part of the LAND as may be required by the Lessee/ Sub-Lesseees for the development of Hi-Tech Township and associated works.
- (c) The Lessor hereby covenants that the Lessee shall enjoy quiet possession of the LAND without disturbance by it or its successors in interest or any person claiming title paramount thereto in any manner.
- (d) The Lessor warrants that the LAND is free from Encumbrances. Encumbrances means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind, having the effect of security or other such obligations.

*[Signature]*  
 2008 June 10

*[Signature]*  
 Soncity Hi-Tech Infrastructures Pvt. Ltd.






9. The Lessee covenants and warrants that:

- (a) The Lessee shall follow all laws and bye-laws, rules, regulations and directions of Lessor and the local municipal or other authority now existing or hereinafter to exist.
- (b) The Lessee shall bear entire legal expenses of execution of this Lease Deed including registrations charges.
- (c) The Lessee will permit the members, officers and subordinates of the Lessor and workmen and other persons employed by the Lessor at all reasonable time of the day with prior notice to enter into and upon the LAND in order to inspect the LAND and carry on necessary works.
- (d) The Lessee shall pay to the Lessor any dues towards resumption cost of the LAND remaining outstanding and payable as settled by Lessor without in any way affecting Lessee's legal rights of the LAND.

10. Notwithstanding anything contained in this lease deed or the MoU, the Government shall have full rights and title over all the mines and minerals, coal, gold washing, earth oils quarries in and under the LAND or any part thereof which have vested in the Government under section-6 (a) (ii) of Uttar Pradesh Zamindari Abolition and Land Reforms Act, 1950 and such Government shall have right to do all acts and things which may be reasonably necessary or expedient for the purpose of searching, removing or enjoying the same, without affecting the lessee's right in peaceful possession of the Land.

11. That the Lessor in consultation with the Lessee may make such amendments, additions and alterations or modifications in these terms and conditions as may be mutually agreed between Lessor and the Lessee with



  
Sender Hi-Tech Infrastructures Pvt. Ltd.

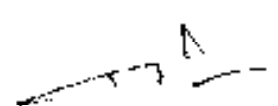




the prior approval of Housing and Urban Planning Department, Government of U.P.

12. If due to any FORCE MAJEURE or circumstances beyond Lessor's control, the Lessor is unable to deliver clear possession of LAND, entire money and other deposits made by the Lessee to the Lessor in regard to the subject land shall be refunded by the Lessor to Lessee.
13. That the Lessee shall keep the Lessor indemnified against any claims for damages which may be caused to any property belonging to the Lessor / others in consequences of the execution of the works and also against claims for damages arising from the actions of the Lessee or his workmen or representative which:
  - i. Injures or destroys any building or part thereof or other structure contiguous or adjacent to the LAND.
  - ii. Keeps the foundations, tunnels or other pits on the LAND open or exposed to weather causing any injury to any person or to contiguous or adjacent building; and
  - iii. Digs any pit near the foundations of any building thereby causing any injury or damages to such building or occupier thereof.
14. That the damages shall be assessed by the Lessor whose decision as to the extent of injury or damages or the amount payable shall be final and binding on the Lessee.
15. Any relaxation or indulgence granted by the Lessor to the Lessee under this Lease Deed shall not in any way prejudice the legal rights of the Lessor.
16. In the event of any dispute with regard to terms and conditions of the Lease Deed, the matter will be resolved amicably in terms of the provisions of the MoU.

  
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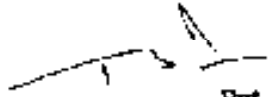
  
 Society Hi-Tech Infrastructures Pvt. Ltd.

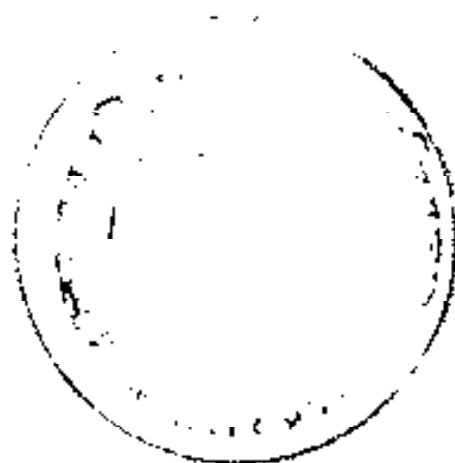




17. That the power exercisable by the Lessor under and in accordance with the terms of Lease Deed may be exercised by such other officer as the Lessor may authorize in this behalf. A copy of such authorization shall be handed over by the Lessor to the Lessee immediately upon such authorization.
18. The lease hold rights can be terminated by the Lessor only within provisions of law and Lessor can enter upon the LAND on ground of breach of any terms and conditions of the Lease Deed only after giving appropriate prior notice to the Lessee.
19. In the event of any conflict between terms and conditions stipulated in the MoU and this Lease Deed, those stipulated in the MoU shall prevail.
20. The LAND shall be for the purpose specified in the MoU only and the Lessee shall not be entitled to use the said land for any other purpose not intended under the MoU nor shall it be used for any purpose contrary to the purposes contained in the MoU.
21. The Lessor and the Lessee hereby agree that all notices hereunder to any Party hereto shall be delivered personally or sent by registered mail with acknowledgement due or facsimile to such Party at the address set forth below or such other address as any hereafter be designated in writing by such Party to the other Party. Notices delivered personally shall be deemed to have been received on the date of receipt; notices sent by registered mail shall be deemed to have been received on the tenth day following mailing; and notices sent by facsimile shall be deemed to have been received one (1) Business Day after transmission provided (i) receipt is verbally confirmed and (ii) an original copy is mailed promptly within five (5) Business Days thereafter.

  
**नरेन्द्र कुमार चौधरी**  
 चेयरमैन

  
**Subcity Hi-Tech Infrastructures Pvt. Ltd.**




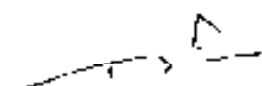
- (a) Notices to the Lessor, to: The Vice Chairman  
Ghaziabad Development Authority,  
Ghaziabad, (U.P.)
- (b) Notices to the Lessee to, \_\_\_\_\_  
Suncity Hi-Tech Infrastructures Pvt. Ltd.,  
A-49, 1st Floor, Connaught Place,  
New Delhi.

All notices, orders and other documents required under the terms of the Lease or under (U.P. Act No.3 of 1976) or any rules or regulations made there under shall be deemed to be duly served as provided under section 43 of the U.P. Urban Planning and Development Act, 1973 as re-enacted and modified by the U.P. President's Act (re-enactment with modification) Act. 74 (U.P. Act No 30 of 1974).

22. This Lease Deed shall be subject to the jurisdiction of District Court at Ghaziabad or the High Court of Judicature at Allahabad
23. All arrears payable to Lessor shall be recoverable as arrear of land revenue without prejudice to its other rights under any other law for the time being in force, subject however to the terms of this Lease Deed
24. That the Lessee shall not make or attempt to make any alterations whatsoever, in the provisions of its Memorandum and Articles of Association without the prior written consent of the lessor

The expression "the lessor" and "the lessee" hereinafter used shall in the case of former includes his successors in office and in the case of the latter its successors and assignees

  
नरेन्द्र कुमार चौधरी  
अध्यक्ष

  
Suncity Hi-Tech Infrastructures Pvt. Ltd.







## अनुसूची

ग्राम का नाम	परगना	तहसील का नाम	खसरा नं०	प्रस्तावित क्षेत्रफल (हे० मे०)
डरना	डरना	ताशियाबाद	794	0.050
			862	0.051
			818 मि	0.183
			928 इमे	0.351
			976	0.126
			1009	0.113
			2290	0.139
			2369 रु	0.076
			2370	0.008
			2589	0.154
			2410 मि	0.052
			2411 मे	0.051
			2412	0.075
			3184 मे	0.291
			3202 म	0.056
			3332	0.090
			3403 म	0.013
			3405 रुमि	0.571
			3427 रुमि	0.251
			3429	0.255
			3445 मि	0.098
			3502 रु	0.035
			3509 रु	0.028
			3731 मि	0.065
			3739 मि	0.102
			3740	0.376
			3752 मे	0.013
			3757	0.114
			3758	0.126
			3763 रु	0.378
			3764 रु	0.206
			3765	0.013
			3766	0.101
			3770 मे	0.058
			3772 गाने	0.269
			3772 गाने	0.007
			3779 रु	0.011



		3779 રા	0.038
		3780 ક	0.005
		3786 રા	0.164
		3823	0.268
		3842	0.122
		3847 મે	1.427
		3848	0.103
		3853	0.024
		3872 જે	0.161
		3873 મિ	0.006
		3878 જે	0.028
		3884	0.028
		3886 મિ	0.068
		3897 મિ	0.130
		3916 મિ	0.013
		3920 મિ	0.009
		3951 મનિ	0.001
		3961 મિ	0.008
		3967 મિ	0.028
		3971	0.087
		3980	0.011
		4001	0.011
		4061 જે	0.161
		4068 રા જે	0.878
		4069 મનિ	0.229
		4144 રા જે	0.081
		4149 મ	0.089
		4149 મનિ	0.048
		4165 મનિ	0.014
		4161	0.092
		4203 રા	0.026
યોગ		ફેબ્રુઆરી	10,267
		૨૩૪૮	25,370

Sundity Hi-Tech Infrastructures Pvt. Ltd.

નરેન્દ્ર કુમાર ચૌધરી  
ઉપાધ્યક્ષ

Copy  
5/2/72



**SCHEDULE  
DETAILS OF THE LAND**

Name of Village	Gata No.	Areas (In Acres)
Village <u>Barma</u>	Schedule-1 attached	10.26 Hec
Pargana <u>Barma</u>		
Tehsil <u>GZB</u>		
District <u>GZB</u>		

IN WITNESS WHEREOF THE Lessor and the Lessee have entered these presents to be executed on their respective behalf on the day, month and year first hereinabove written in the manner hereinafter appearing.

For and on behalf of the lessee  
M. Tech Infrastructures Pvt. Ltd.

For and on behalf of the lessor

Witness:

1. M. Tech Infrastructures Pvt. Ltd.

Witness: 1. ....

2. M. Tech Infrastructures Pvt. Ltd.

2. ....

M. Tech Infrastructures Pvt. Ltd. (Name and Address)  
M. Tech Infrastructures Pvt. Ltd. (Name and Address)

भावन दिनांक 08/07/2011 को

दली नं. 1 जिला नं. 9005

पृष्ठ नं. 39 पृ. 60 पृ. क्रमांक 4258

रजिस्ट्रार क्रिया गया ।

नो.पट्टाकरण: अंशद्वयन क. अन्वारा

महेश्वरी  
प्रभारी

उप निबन्धक प्रथम

गाजियाबाद

8/7/2011

