

MUKESH KUMAR SHARMA
B.Com., LL.B., Advocate
Subordinate Judge
Greater Noida

2-36031/14



सत्यमेव जयते

INDIA NON JUDICIAL

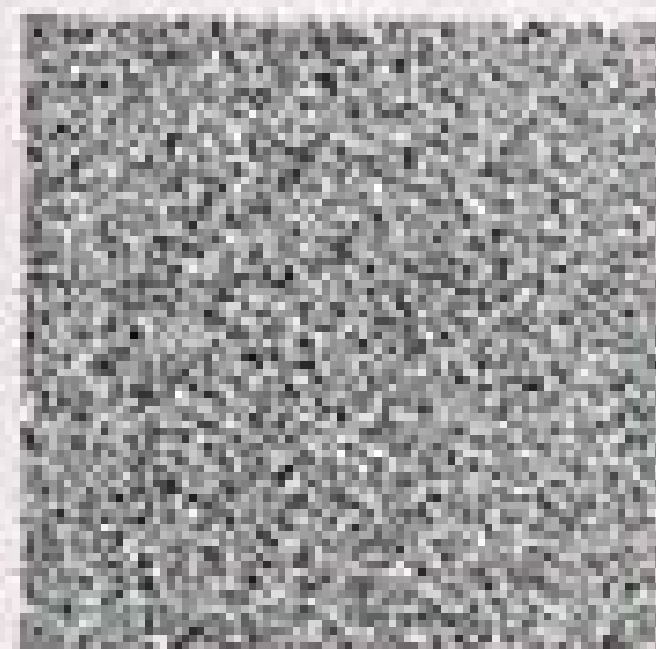
Government of Uttar Pradesh

e-Stamp

CERTIFICATE LOCKED



Certificate No. : BN-UP00758718748105M
Certificate Issued Date : 04-Dec-2014 03:50 PM
Account Reference : NONAOC (BK)/ upbobbk02/ GREATER NOIDA/ UP-GBN
Unique Doc. Reference : SUBIN-UPUPBO8BK0200911544773904M
Purchased by : SUNRISE STRUCTURES AND DEVELOPERS PVT LTD
Description of Document : Article 35 Lease
Property Description : PLOT NO. REP-2A, SECTOR-27, GR NOIDA G B NAGAR- 201308
Consideration Price (Rs.) : 92,24,87,700
(Ninety Two Crore Twenty Four Lakh Eighty Seven Thousand Seven Hundred only)
First Party : GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY
Second Party : SUNRISE STRUCTURES AND DEVELOPERS PVT LTD
Stamp Duty Paid By : SUNRISE STRUCTURES AND DEVELOPERS PVT LTD
Stamp Duty Amount(Rs.) : 4,61,25,000
(Four Crore Sixty One Lakh Twenty Five Thousand only)



Please write or type below this line

Manager (Com.)

Greater Noida Ind. Dev. Authority

Greater Noida

For Sunrise Structures & Developers Pvt. Ltd.

DIRECTOR

XM 0000365602

Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.stampcertificates.gov.in. Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The price of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please report the Certificate holder.



SHCIL

SHCIL



5062860003

LEASE DEED

This Lease Deed is executed on 5th day of December, 2014 at Greater Noida, District Gautam Budh Nagar, Uttar Pradesh

BETWEEN

GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY, an LESSOR constituted under the provisions of the Uttar Pradesh Industrial Area Development Act, 1976 (U.P. Act No. 6 of 1976) (hereinafter called the Lessor) which expression shall unless the context does not so admit, include its successors of the One Part;

and

M/s Sunrise Structures & Developers Pvt. Ltd. a Company incorporated under the provisions of the Indian Companies Act, 1956 and having its registered office at C/O Medine Agencies, 1730, Mangal Building No.-1, FF, Shop No.-4/7, Bhagirath Place, Chandni Chowk, Delhi-110006 through its Director Shri Rajiv Jain S/o Late Shri Sukhbir Singh Jain R/o Flat No. A-102, Park View Spa, Sector-47, Gurgaon, Haryana duly authorized vide Resolution dated 04.12.2014 passed by its Board of Directors, being a Special Purpose Company within the meaning of Article C-7 (d) (e) of the Brochure of the Scheme-REP-01/2014-15 (Recreational Entertainment Park), (hereinafter called the "Lessee" which expression shall, unless the context does not so admit, include its administrators, executors, representatives and permitted assigns) of the Other Part.

WHEREAS the land hereinafter described forms part of the land acquired under the Land Acquisition Act, 1894 and developed by the Lessor for the purpose of planned integrated Industrial and Urban Township.

AND WHEREAS A Consortium comprising of

M/s Ultra Home Construction Pvt. Ltd.-Lead Member
M/s Cozy Habitat Builders Pvt. Ltd.-Relevant Member
M/s Khushi Building Solution Pvt. Ltd.-Relevant Member
M/s Cross World Real Estate Pvt. Ltd.-Relevant Member
M/s Sunrise Structures & Developers Pvt. Ltd.-Relevant Member

Manager (Com.)
Greater Noida Ind. Dev. Authority
Greater Noida

For Sunrise Structures & Developers Pvt. Ltd.


DIRECTOR

पट्टा विलेख (90 वर्ष)
 422,487,700.00 10,000.00 50 10,050.00 2,500

प्रतिफल वसिष्ठ आगत वार्षिक क्रियावा चीन रजिस्ट्री नकल व प्रति मुद्रा चीन अथ वसिष्ठ

श्री सनराज्य स्टुवर एम्ड डब्ल्यूओलिओ द्वारा राजीव जैन

पुत्र श्री स्वोमुखवीर सिंह जैन





वसिष्ठ

निवासी 1730 मंगल बिल्डिंग नं-1 एक एक शाय नं-4/7 मंगीरय पैलेस या

अमरवर्ष या 1730 मंगल बिल्डिंग नं-1 एक एक शाय नं-4/7 मंगीरय पैलेस या

ने या वेगल्य इव कार्यालय ने दिनांक 5/12/2014 समय 5:00PM

यने निबन्धन हेतु रज किया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

(लेज सिंह यादव)

उपनिबन्धक सदर

गीतमकुद्धनगर

5/12/2014

निष्पन्न लेखपत्र लह मुन्ने व मगशने मजबूत व प्राज धनराजि स. फलेखानुसार उक्त

पट्टा याव



पट्टा गृहीत

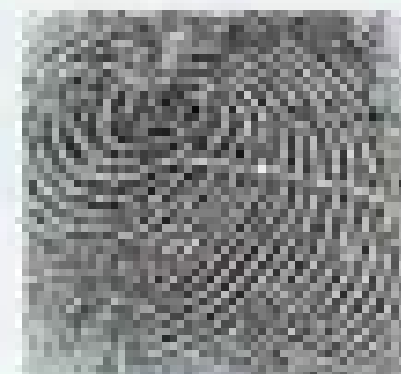
श्री संजीव कुमार शर्मा

जतिनिधि 50नं-4/7विविओद्वारा सोनिका यादव

(पुत्र वसिष्ठ)

पुत्र श्री

पुत्र/पत्नी श्री पैसा नीकरी



श्री सनराज्य स्टुवर एम्ड डब्ल्यूओलिओ द्वारा राजीव जैन

पुत्र श्री स्वोमुखवीर सिंह जैन

पैसा

निवासी 1730 मंगल बिल्डिंग नं-1 एक एक शाय नं-4/7 मंगीरय पैलेस चीननी चीन दिल्ली







On the basis of sealed tenders vide letter bearing No. Prop/Commercial/2014/2912 DATED 17.07.2014 has been allotted recreational entertainment park plot No.-REP-2, Sector-27, Greater Noida measuring 526110 sq. mtrs. for the purpose of "Recreational Entertainment Park" where the lessee shall plan recreational, entertainment, sports & institutional facilities as per the specifications laid out by GREATER NOIDA along with other activities to support the development of the RECREATIONAL ENTERTAINMENT PARK as a whole.


The Shareholding of original consortium members at the time of allotment was as following:-

S. NO.	NAME OF MEMBER	SHARE HOLDING	STATUS
1	M/s Ultra Home Construction Pvt. Ltd.	30%	Lead Member
2	M/s Cozy Habitat Builders Pvt. Ltd.	20%	Relevant Member
3	M/s Khusi Building Solution Pvt. Ltd.	15%	Relevant Member
4	M/s Cross World Real Estate Pvt. Ltd.	15%	Relevant Member
5.	M/s Sunrise Structures & Developers Pvt. Ltd.	20%	Relevant Member

Whereas the above consortium who jointly qualified for the bid and secured the allotment of said plot being highest bidder. They through its lead member M/s Ultra Home Construction Pvt. Ltd. has approached to the lessor in accordance with the clause-7 (d) (e) of the brochure/bid document of the scheme to sub-divide the said plot of land with the following status of holding lease rights :-

S.No.	Plot No. Sector	Sub-Divided Area (in sqm.)	Name of Member	Status
1.	REP-2, Sector-27	377802.00 (clear area as per lease plan 363449.00 sqm.)	M/s Royalgolf Link City Projects Pvt. Ltd. (SPC of M/s. Ultra Home Construction Pvt. Ltd.- Lead Member, M/s. Cozy Habitat Builders Pvt. Ltd.- Relevant Member, M/s Khusi Building Solution Pvt. Ltd.-Relevant Member, M/s. Cross World Real Estate Pvt. Ltd.- Relevant Member).	SPC
2.	REP-2A	101350.00	M/s Sunrise Structures &	Relevant

For Sunrise Structures & Developers Pvt. Ltd.

 **Manager (Com.)**
Greater Noida Ind. Dev. Authority
Greater Noida


DIRECTOR

	Sector-27	Developers Pvt. Ltd.	Member
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Whereas the lessor approved the aforesaid sub-division and name and status of M/s Sunrise Structures & Developers Pvt. Ltd. on the request of consortium in accordance with the clause C-7 (d) (e) of the brochure/bid document of the scheme, to develop and market the project on demarcated/sub-divided plot no.-REP-2A, Sector-27, Greater Noida measuring 101350.00 sqm. vide letter-Commercial/2014/2676 dated 04.12.2014.

AND WHEREAS it has been represented to the LESSOR that the consortium members have agreed amongst themselves that M/s Sunrise Structures & Developers Pvt. Ltd. (LESSEE) having its registered office at C/O Medine Agencies, 1730, Mangal Building No.-1, FF, Shop No.-4/7, Bhagirath Place, Chandni Chowk, Delhi-110006 shall solely develop the project on the demarcated/sub-divided plot no.-REP-2A, Sector-27, Greater Noida measuring 101350.00 sqm. Accordingly, lease deed in favour of M/s Sunrise Structures & Developers Pvt. Ltd. (LESSEE) or plot no.-REP-2A, Sector-27, Greater Noida measuring 101350.00 sqm. is being executed through this lease deed.

The shareholding of the lead member in the consortium shall remain at least 30% till the completion certificate of at least one phase of the project is obtained from the LESSOR or 40% construction of total FAR is obtained from LESSOR.

NOW THIS LEASE DEED WITNESSETH AS UNDER:-

I (a) That in consideration of the premium paid in part and the remaining agreed to be paid by the LESSEE at the time and in the manner hereinafter provided AND also in consideration of the rent hereby reserved AND observance of the covenants, provisions and the stipulations hereinafter contained and on the part of the LESSEE to be respectively paid, observed and performed, the LESSOR doth hereby demise and lease to the Lessee, all the land of Recreational Entertainment Park Plot No.-REP-2A, Sector-27, Greater Noida admeasuring 101350 square metres, to be the same a little more or less and bound as under:-

On the North by :
On the South by : As per Lease Plan attached
On the East by :
On the West by :


Member (Com.)
Greater Noida Ind. Dev. Authority
Greater Noida

For Sunrise Structures & Developers Pvt. Ltd.




DIRECTOR

Which plot is more clearly delineated and shown in the attached lease plan (hereinafter referred to as "the Demised Premises") with their appurtenances to the LESSOR for the term of 90 years commencing from the date of execution of this lease deed, except and always reserving to the LESSOR:-

- (i) A right to lay water mains, drains, sewers or electrical wires under or above the demised premises, if deemed necessary by the Lessor in developing the area.
 - (ii) Full rights and title to all mines and minerals, coals, washing gold's, earth oils, quarries, in or under the Demised Premises and full right and power at the time to do all acts and things which may be necessary or expedient for the purpose of searching for, working and obtaining, removing and enjoying the same without providing or leaving any vertical support for the surface of the plots or for the structure time being standing thereon provided always, that the LESSOR shall make reasonable compensation to the LESSEE for all costs incurred, loss of profits and other damages directly or indirectly occasioned by exercise of the rights hereby reserved. The decision of the Chief Executive Officer of the lessor on the amount of such compensation will be final and binding on the LESSEE.
- (b) This in consideration of the total proportionate premium of sub divided area 101350 sq.m. is Rs. 83,10,70,000/- (Rs. Eighty Three Crores Ten Lacs Seventy Thousand Only) out of which proportionate 20% premium i.e. Rs. 16,62,14,000/- (Rupees Sixteen Crores Sixty Two Lacs Fourteen Thousand Only) which have been paid by the Lessee to the Lessor (the receipt where of the Lessor doth hereby acknowledge). The balance proportionate 80% premium i.e. Rs. 66,48,56,000/- (Rupees Sixty Six Crores Forty Eight Lacs Fifty Six Thousand Only) of the plot along with interest @ 12% per annum will be paid in 16 half yearly instalments in the following manner :-

That interest shall never be the part of the premium.

Instalment	Due date	Payable Premium	Payable Interest	Total payable Instalment	Balance premium
Instalment No.1	15.04.2015	41553500.00	39891360.00	81444860.00	623302500.00
Instalment No.2	15.10.2015	41553500.00	37398150.00	78951650.00	581749000.00
Instalment No.3	15.04.2016	41553500.00	34904940.00	76458440.00	540195500.00
Instalment No.4	15.10.2016	41553500.00	32411730.00	73965230.00	498642000.00
Instalment No.5	15.04.2017	41553500.00	29918520.00	71472020.00	457088500.00
Instalment No.6	15.10.2017	41553500.00	27425310.00	68978810.00	415535000.00
Instalment No.7	15.04.2018	41553500.00	24932100.00	66485600.00	373981500.00
Instalment No.8	15.10.2018	41553500.00	22438890.00	63992390.00	332428000.00
Instalment No.9	15.04.2019	41553500.00	19945680.00	61499180.00	290874500.00

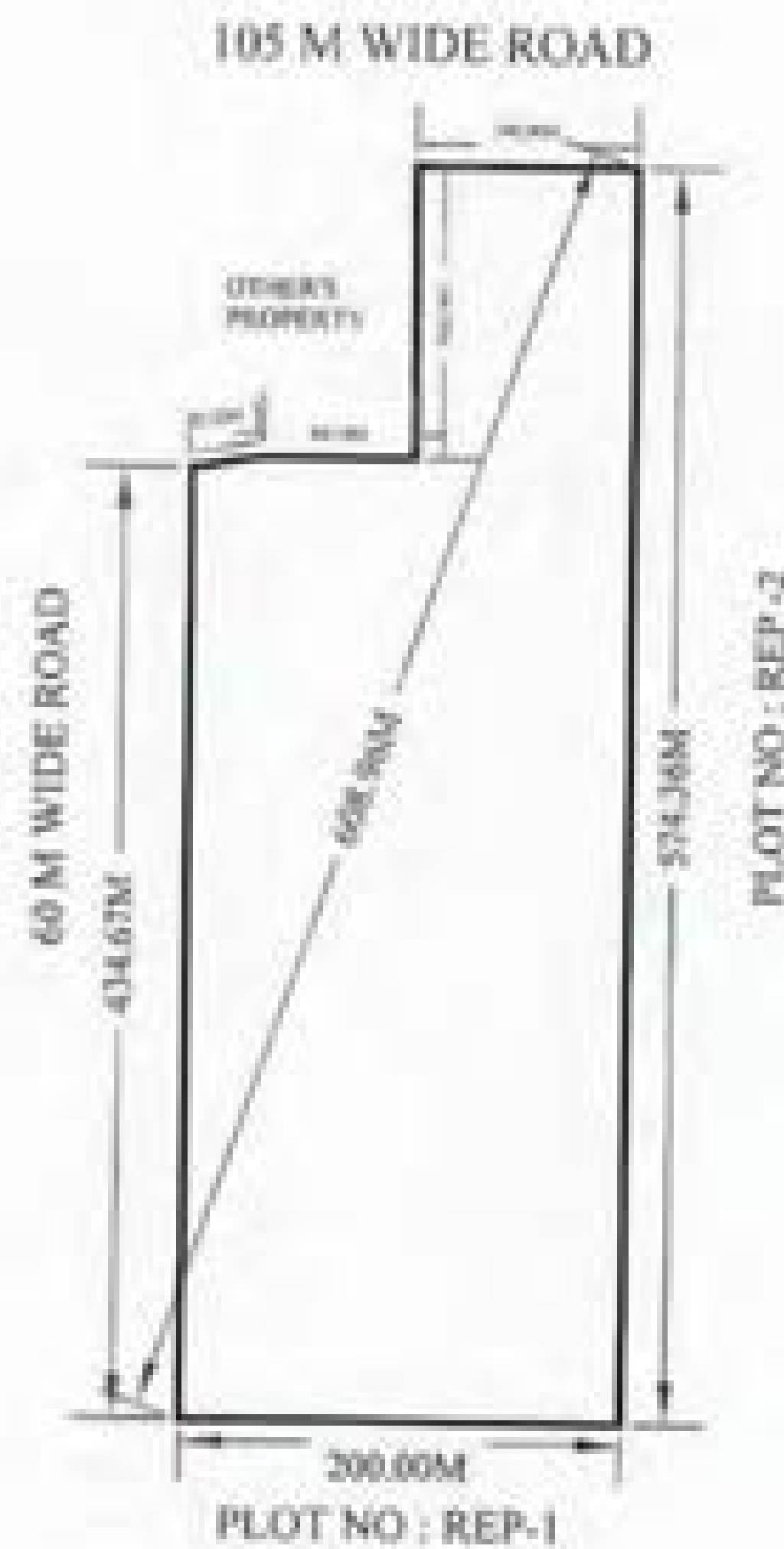

 Manager (Comm.)
 Greater Noida Ind. Dev. Authority
 Greater Noida

For Bureau of Capital Development, P.W. Ltd.











DIRECTOR

PLOT NO : REP- 2 A



NET AREA- 101350 SQ.MTR

SIGN-		SIGN-		 NORTH
POSSESSION TAKEN OVER		POSSESSION HANDED OVER		
LEASE PLAN FOR PLOT NO- REP-2A SECTOR -27,GREATER NOIDA.	PROJ. DEPTT.	 ASS. MANAGER	 MANAGER	SR.MANAGER
	LAND DEPTT.	LEKHPAL	 N. TEHSILDAR	 TEHSILDAR
	LAW DEPTT.	 A.L.O.		MANAGER
	PLNG. DEPTT.	 ASST.Architect		 SR.MANAGER / MANAGER

 **GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY**

Manager (Com.)
 Greater Noida Ind. Dev. Authority


For Sunrise Structures & Developers Pvt. Ltd.

 DIRECTOR

Instalment No.10	15.10.2019	41553500.00	17452470.00	59005970.00	249321000.00
Instalment No.11	15.04.2020	41553500.00	14959260.00	58512760.00	207767500.00
Instalment No.12	15.10.2020	41553500.00	12466050.00	54019550.00	166214000.00
Instalment No.13	15.04.2021	41553500.00	9972840.00	51526340.00	124660500.00
Instalment No.14	15.10.2021	41553500.00	7479630.00	49033130.00	83107000.00
Instalment No.15	15.04.2022	41553500.00	4986420.00	46539920.00	41553500.00
Instalment No.16	15.10.2022	41553500.00	2493210.00	44046710.00	0.00

- (i) Premium referred to in this document means total amount payable to the LESSOR for the allotted plot.
 - (ii) All payment should be made through a demand draft/pay order drawn in favour of "GREATER NOIDA INDUSTRIAL DEVELOPMENT AUTHORITY" and payable at any Scheduled Bank located in New Delhi/NOIDA/ GREATER NOIDA indicating the name of the Lessee and the number of plot on the reverse of the demand draft/pay order.
 - (iii) In case of default in depositing the installments or any payment, interest @ 15% compounded half yearly shall be leviable for defaulted period on the defaulted amount.
 - (iv) All payments should be remitted by due date. In case the due date is a bank holiday then the Lessee/sub-lessee should ensure remittance on the previous working day.
 - (v) The payment made by the Lessee/Sub-Lessee shall first be adjusted towards the interest due, if any, and thereafter the balance will be adjusted towards the lease rent payable and the premium due.
 - (vi) In case of allotment of additional land, the payment of the premium of the additional land shall be made in lump sum within 30 days from the date of communication of the said additional land as per prevailing policy of the Lessor.
 - (vii) In exceptional circumstances on receipt of request from the Lessee in writing and on being satisfied with the reasons mentioned, the time for the payment of balance due amount may be extended by the Chief Executive Officer of the LESSOR. In the event extension is granted, interest @ 15% per annum compounded half yearly shall be payable by the Lessee on the outstanding amount for the period extension is granted.
 - (viii) For the purpose of arriving at the due date, the date of issuance of allotment letter will be reckoned as the date of allotment.
- (c) In addition to the premium of plot, the Lessee shall have to pay yearly lease rent in the manner given below:


 Manager (Comm.)
 Greater Noida Ind. Dev. Authority
 Greater Noida

For Greater Noida Industrial Development Authority Pvt. Ltd.

 DIRECTOR

- (i) The lease rent will be 1% of the premium of the plot per year for the first 10 years from the date of execution of the lease deed. The lessee has paid a sum of Rs.83,10,700/- (Rs. Eighty Three Lacs Ten Thousand Seven Hundred Only) towards the lease rent for the first year which amount the LESSOR hereby acknowledges.
- (ii) After ten years from the date of execution of the lease deed, the lease rent may be increased @ 50% and that rate will be applicable for the next ten years and this process will continue for future.
- (iii) The lease rent shall be payable in advance every year. First such payment shall fall due on the date of execution of lease deed and thereafter, every year, on or before the last date of previous financial year.
- (iv) In case of failure to deposit the due lease rent by the due date, interest will be charged @ 15% p.a. (12% normal interest + 3% penal interest) compounded half yearly, on the defaulted amount and for the defaulted period.
- (v) The Lessee has the option to pay lease rent equivalent to 11 years @1% of the premium of the demised plot per year as "One Time Lease Rent" unless the Lessor decides to withdraw this facility. On payment of One Time Lease Rent, no further annual lease rent would be required to be paid for the balance lease period. This option may be exercised at any time during the lease period, provided the Lessee is not in arrears as on the date of exercising the option to pay one time lease rent has and paid the earlier lease rent due and lease rent already paid will not be considered in calculating the amount payable under the One Time Lease Rent option.
- (vi) The date of execution of the lease deed shall be treated as the date of taking over of possession.

II. AND THE LESSEE DOTH HEREBY DECLARE AND COVENANTS

- (1) The possession of the demised premises has been handed over to the LESSEE and the LESSEE hereby acknowledges that it has received the actual physical possession of the demised premises. The LESSEE further acknowledges that the allotment and the demise of the plot is on "As is where is basis".



Manager (Com.)
Greater Noida Ind. Dev. Authority
Greater Noida

For Sunrise Structures & Developers Pvt. Ltd.



DIRECTOR