

3904



उत्तर प्रदेश UTTAR PRADESH

CH 379456

LEASE DEED

This Deed of Lease is made on this 26th day of October 2015.

Between

Ghaziabad Development Authority, Ghaziabad through its Raj Kumar
Nihal Tehsildar (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 60, Friends Colony East, New
Delhi-110065 through its Shri Amit Kakkar (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.

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Handwritten notes and signatures in blue ink, including the number '00-71' and various illegible text.

WHEREAS the Government Order No. 370/8-3-2011-16एल०ए०/2011 dated 04/03/2011 acquired land admeasuring 13.1068 acres of Village Sadat Nagar Ikla, 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. 370/8-3-2011-16एल०ए०/2011 dated 04/03/2011 has agreed to demise the Land to the Lessee for the aforesaid purpose for a total consideration of Rs.5,83,47,300/- (Rupees Five Crore Eighty Three Lac Fourty Seven Thousand Three Hundred only and the rent of Rs. 1000/- per hect. (Rupees One Thousand Only) for ninty years 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 28.04.10 and revised MoU dated 17.03.11 (hereinafter referred to as "MoU").
2. The Lessor is the lawful owner of land admeasuring 13.1068 acres, situated in Village Sadat Nagar Ikla (the "LAND") and has 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**.
3. In consideration of the payment of the premium amount of LAND Rs. 5,83,47,300/- and the lease rent of Rs.477387.00/- hereunder reserved and of

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पट्टा विलेख

(90 वर्ष)

5,304.00

10,000.00

50

10,050.00

2,500

प्रतिफल

मालियत

ओसत वार्षिक किराया

फीस रजिस्ट्री

नकल व प्रति शुल्क

योग

शब्द लगभग

श्री मै0 सनसिटी द्वारा अमित कक्कड

पुत्र श्री पी0एन0 कक्कड

व्यवसाय व्यापार/अन्य/स्त्री

निवासी स्थायी 60 फ्रेन्डस कालोनी दिल्ली

अस्थायी पता

ने यह लेखपत्र इस कार्यालय में दिनांक 26/10/2015 समय 3:40PM

बजे निबन्धन हेतु पेश किया।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

निष्पादन लेखपत्र वाद सुनने व समझने मजमून व प्राप्त धनराशि रू. प्रलेखानुसार उक्त

पट्टा दाता

पट्टा गृहीता

श्री राजकुमार मित्तल तहसीलदार गाबाद विकास
प्राधिकरण गाबाद

पेशा व्यापार/अन्य/स्त्री
निवासी

श्री मै0 सनसिटी द्वारा अमित कक्कड

पुत्र श्री पी0एन0 कक्कड

पेशा व्यापार/अन्य/स्त्री

निवासी 60 फ्रेन्डस कालोनी दिल्ली



ने निष्पादन स्वीकार किया।

जिनकी पहचान श्री पुनीत कुमार

पुत्र श्री राजपाल

पेशा व्यापार/अन्य/स्त्री

निवासी 754 काजीपुरा गाबाद

व श्री अनुज शर्मा

पुत्र श्री जगदीश शर्मा

पेशा व्यापार/अन्य/स्त्री

निवासी 757 डासना गाबाद

ने की।

प्रत्यक्षतः भद्र साक्षियों के निशान अंगूठे नियमानुसार लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

उप निबन्धक, प्रथम
गाजियाबाद

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 for ninty years in advance (the "Rent Amount") commencing from July 2015. The Lessee has paid to the Lessor for 5.3043 Hectare of land falling in Sadat Nagar Ikla Village of Tehsil Ghaziabad, Distt. Ghaziabad, (U.P.) as per SCHEDULE-I which includes 5.3043 Hectare of the LAND, a premium amount of Rs. 5,83,47,300/- 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
1.	Ch.No. :906935	23/06/2006	255493742	
2.	Ch.No. : 854601	20/07/2006	43808330	
3.	Ch. No. : 309458	12/12/2006	7763361	
4.	Ch.No. :159126	05/05/2010	74860617	
5.	DD NO 040833	27/07/2010	43400000	
6.	Ch No. :42562	26/10/2010	20207000	
7.	Ch No. :42563	26/10/2010	103856500	
8.	Ch No. :42561	26/10/2010	39673700	
9.	Ch No. :42564	26/10/2010	14679500	
10.	DD.No. : 043519	24/12/2010	22187500	
11.	DD.No. : 044089	28/01/2011	100000000	

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पट्टा दाता

Registration No.: 6904

Year : 2,015

Book No. : 1

0101 राजकुमार मित्तल तहसीलदार गाबाद विकास प्राधिकरण गाबाद

व्यापार/अन्य/स्त्री

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12.	DD.No. : 044828	09/03/2011	500000000	
13.	DD.No. : 046318	08/06/2011	399364209	
14.	DD.No. : 049909	15/02/2012	200000000	
15	DD.NO.: 259715	20/12/2012	300000000	
Total			2125294459	

Although final rate of lease rent has not been decided yet and the reference is pending at the Government level. whenever final rate of lease rent will be decided by the Government or the Authority, the lessee shall pay all the due amount of lease rent.

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.
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


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 गावियसद विकास प्रविचरित



पट्टा गृहीता

Registration No. : 6904

Year : 2,015

Book No. : 1

0201 मै0 सनसिटी द्वारा अमित कक्कड

पी0एन0 कक्कड

60 फ्रेंड्स कालोनी दिल्ली

व्यापार/अन्य/स्त्री

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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 mean 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.
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,

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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 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.

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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.
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


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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 :

- (a) Notices to the Lessor, to; The Vice Chairman,
Ghaziabad Development Authority,
Ghaziabad, (U.P.)
- (b) Notices to the Lessee, to; Shri Amit Kakkar
Suncity Hi-Tech Infrastructures Pvt. Ltd.,
60, Friends Colony East,
New Delhi-110065.

All notices, orders and other documents required under the terms of the Lease or under (U.P. Act No.6 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.


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Suncity Hi-Tech Infrastructures Pvt. Ltd.
Authorized Signatory



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.

**SCHEDULE
DETAILS OF THE LAND**

Name of Village	Gata No.	Lease Deed Area (In Acres)
Village- Sadat Nagar Ikla Pargana Dasna Tehsil Ghaziabad District Ghaziabad.	Annex Schedule -1 attached	13.1068

IN WITNESS WHEREOF THE Lessor and the Lessee have entered these presents to


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अनुसूची

ग्राम का नाम	परगना	तहसील/जिला	खसरा न०	क्षेत्रफल (है० में)
सादतनगर इकला	डासना	गाजियाबाद	302 मि०	3.676667
			303	0.085333
			293 मि०	0.1265
			310 मि०	0.3285
			308	0.07125
			298	0.2530
			291	0.1050
			297	0.4050
			312	0.2530
			योग है०	5.3043
			योग एकड़	13.1068


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Stamp duty is not applicable on this document on the basis of notification order No. K.N.-5-893/11-2010-500-(83)-2005 Lucknow on dated 06-05-2010 by Uttar Pradesh Government Institution finance tax and registration anubhag-5,



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

For and on behalf of the lessor

Witness:

1. Name

Puneet Kumar

757, Kora Puria main, Durg

IN H-24, 9207

Add.....



Witness: 2. Name

अनिल कुमार शर्मा

Add.

757, Kora Puria main, Durg



अनिल कुमार शर्मा
दस्तावेज लेखक
IN H-24, 9207
अनिल कुमार शर्मा

आज दिनांक 26/10/2015 को

वही सं. 1 जिल्द सं. 13316

पृष्ठ सं. 227 से 250 पर क्रमांक 6904

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर


उप निबन्धक, प्रथम

गाजियाबाद

26/10/2015

