

L 4259 5000



उत्तर प्रदेश UTTAR PRADESH

AR 565527

LEASE DEED

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-48 1st Floor
Connaught Place New Delhi, through its Rajesh Bishoi
(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

Suncity Hi-Tech Infrastructures Pvt. Ltd.

(224) 29.06.2011

Security H...

Post. L...

87,644,000.00

पट्टा विलेख

(30 वर्ष)

10,000.00

60

10,060.00

3,000

प्रतिफल

मानियत

आमत दारिद्र्य किया

श्री मीर

नकल व पति शुल्क

योग

अव लभ्य

श्री

मीर सन सिटी

हाईटेक प्रिजेश विष्ट

पुत्र श्री

डी० ए

व्यापार/अव/...

निवासी

एन-49

कनॉट प्लेस

अस्थायी पता

ने यह नकल इस कार्यालय में

दिनांक 8/7/2011

समय 7:0 PM

द्वारा निदेश दे दिया गया



रजिस्ट्रार अधिकारी के हस्ताक्षर

Handwritten signature

प्रभारी

उप निबन्धक प्रथम

गाजियाबाद

निष्पादन से संबंधित वाद होने पर सचने सम्पन्न व प्राप्त धनराशि रु. एलेखनकार उक्त

पट्टा बट्टा

पट्टा गृहीता

8/7/2011

श्री संजीव कुमार गुप्ता सहायक अभि० भू० अर्जन

प्रतिनिधि नरेन्द्र कुमार चौधरी उपाध्याय

पुत्र श्री

पुत्र/पत्नी श्री पेशा भीकरी

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श्री डी० सन सिटी हाईटेक प्रिजेश विष्ट

पुत्र श्री डी० ए

पेशा व्यापार/अव/...

निवासी एन-49 कनॉट प्लेस दिल्ली



ने निष्पादन स्वीकार किया

विनये प्रहसन श्री ओम दत्त तिवारी

पुत्र श्री सी० सी० तिवारी

पेशा नौकरी

निवासी जी० डी० ए

व श्री सलिल कुमार

पुत्र श्री अरि प्रकाश

पेशा

निवासी एन० न० 757 काजीपुरा डारना गावाड

वे हैं

परन्तु पर अधिकारी के निशान अट्टे निष्पादन लिये गये हैं।

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रजिस्ट्रार अधिकारी के हस्ताक्षर

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प्रभारी

उप निबन्धक प्रथम

गाजियाबाद

8/7/2011

WHEREAS the Government of Uttar Pradesh (hereinafter referred to as "The Government") vide Principal Secretary Govt. of U.P. Order No. 131/एक-1-2011-5(5)/2011 dated 03.03.2011 acquired / ceiling / resumed Gram Sabha land admeasuring 50.139 acres of Village Dasna, Tehsil & 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. 131/एक-1-2011-5(5)/2011 dated 03.03.2011 has agreed to demise the Land to the Lessee for the aforesaid purpose for a total consideration of Rs. 22,32,01,000/- (Rupees Twenty two crore thirty two lac one thousand Only) and the annual rent of Rs. 1000/- per hect. (Rupees Two Thousand Three Hundred Four 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 50.139 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.

नरेश कुमार चौधरी

रजिस्ट्रार

Suncity Hi-Tech Infrastructures Pvt. Ltd.

पट्टा दाता

Registration No. : 4259

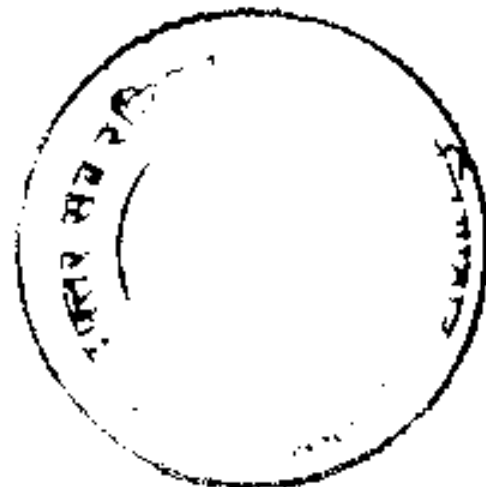
Year : 2011

Book No. : 1

0101 संजीव कुमार गुप्ता सहायक अभि० भू० अर्जन प्रतिनिधि नरेन्द्र :

जी० डी० ए

नौकरी



3. In consideration of the payment of the premium amount of LAND Rs. 22,32,01,000/- and the annual lease rent of Rs. 20291/- 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 06/7/..... 2011. The Lessee has paid to the Lessor 20.291 Hectare of land falling in Dasna Village of Tehsil Ghaziabad, Distt. Ghaziabad, (U.P.) as per SCHEDULE-I which includes 20.291 Hectare of the LAND, a premium amount of Rs. 18,76,49,000/- 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.

नरेश कुमार चौधरी

Noida Hi-Tech Infrastructures Pvt. Ltd.

पददा गृहीता

Registration No. : 4259

Year : 2011

Book No. : 1

0201 श्री सन सिटी हाईटेक बिजनेस विष्ट
दो एर
एन-49 कन्वर्ट सिमिलि
व्यापार/अन्य/सत्री

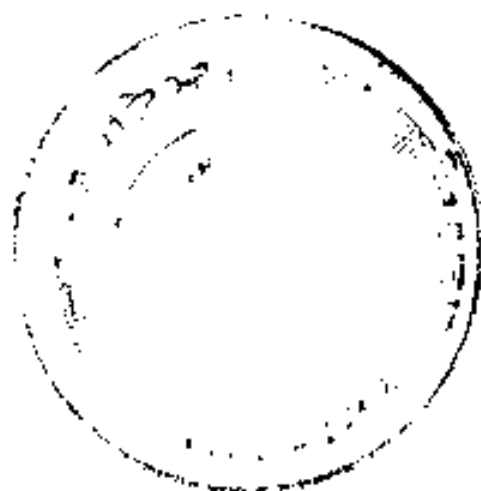




8. The Lessor covenants and warrants that:

- (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-Lessees 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.

Suncity Hi-Tech Infrastructures Pvt. Ltd.



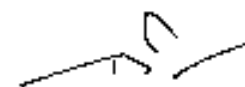
9. The Lessee covenants and warrants that:

- (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.

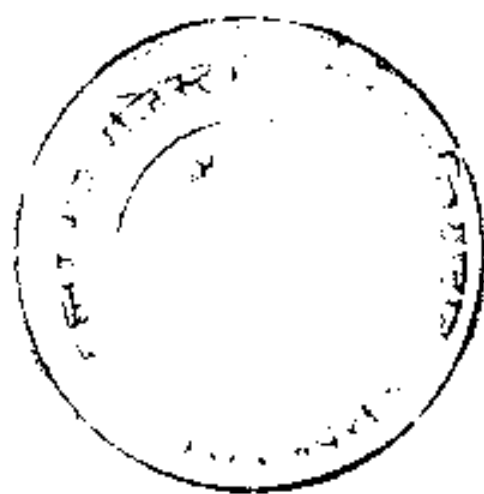
10. Notwithstanding anything contained in this lease deed or the MoU, the Government shall have full rights and title over all the mines and minerals, coal, gold washing, earth oils quarries in and under the LAND or any part thereof which have vested in the Government under section-6 (a) (ii) of Uttar 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





Sundity Hi-Tech Structures Pvt. Ltd.



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.
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 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.

नरेश कुमार चौधरी

Suvidya Hi-Tech Infrastructures Pvt. Ltd.




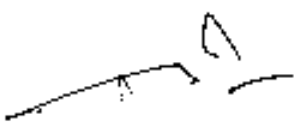
- (a) Notices to the Lessor, to: The Vice Chairman,
Ghaziabad Development Authority,
Ghaziabad, (U.P.)
- (b) Notices to the Lessee, to: _____
Suncity Hi-Tech Infrastructures Pvt.
Ltd., N-49, 1st Floor, Connaught
Place, New Delhi.

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


Suncity Hi-Tech Infrastructures Pvt. Ltd.



**SCHEDULE
DETAILS OF THE LAND**

Name of Village	Gata No.	Areas (In Acres)
Village <i>Darna</i>	Schedule-1 Attached	20.291
Pargana <i>Darna</i>		
Tehsil <i>GZB</i>		
District <i>GZB</i>		

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

Shri Hi-Tech Infrastructures Pvt. Ltd.

Witness:

1. *(Signature)*
(Signature)
2.

(Signature)
(Name and Address)
(Signature)

For and on behalf of the lessor

(Signature)
नरेश कुमार चौधरी

बिलासपुर

Witness:

1. *(Signature)*
(Signature)
2.

(Signature)
(Name and Address)
(Signature)

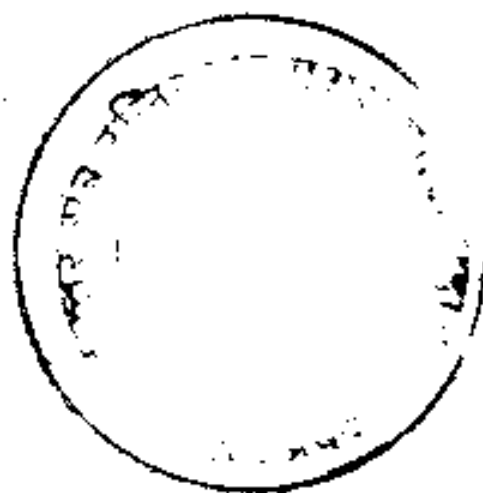


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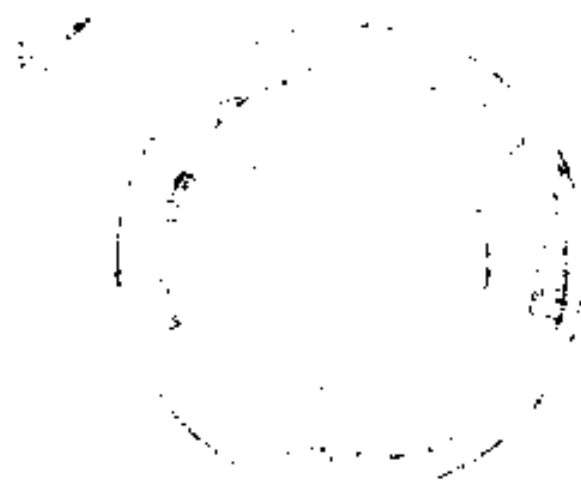
ग्राम का नाम	परगना	तहसील का नाम	खसरा न०	प्रस्तावित क्षेत्रफल (हे० में)
डासना	डासना	गाजियबाद	761 मि	0.001
			762 मि	0.001
			763 मि	0.303
			767 मि	0.075
			772	0.030
			774	0.026
			775	0.044
			783	0.011
			784	0.004
			787	0.112
			799	0.010
			800	0.021
			802	0.027
			803	0.069
			806	0.002
			807	0.006
			811	0.047
			816	0.027
			817	0.057
			820 मि	0.013
			829 मि	0.101
			833	0.031
			834	0.057
			841 क	0.354
			841 खुमि	0.007
			848	0.013
			853	0.139
			854	0.095
			859	0.031
			860	0.063
			873	0.032
			874	0.009
			875	0.013
			876	0.041
			887	0.304
			890	0.033



			891	0.016
			895	0.009
			896	0.019
			898	0.025
			899	0.013
			903	0.048
			915	0.044
			917	0.097
			927 मि	1.054
			930	0.027
			974 मि	0.016
			975 मि	0.028
			981	0.100
			996 मि	0.002
			997	0.041
			1003 मि	0.090
			2372 मि	0.051
			2373	0.038
			2377 मि	0.002
			2392	0.013
			2393 मि	0.042
			2398 मि	0.005
			2404	0.038
			2405	0.089
			2414	0.013
			2415	0.062
			2416	0.035
			2418	0.544
			2421	0.089
			2425 मि	0.078
			2427 मि	0.160
			2429	0.006
			2430	0.003
			2431	0.126
			2433	0.003
			2434	0.004
			2439	0.160
			2449 मि	0.073
			2482 खमि	0.018
			2487	0.029
			2488	0.031



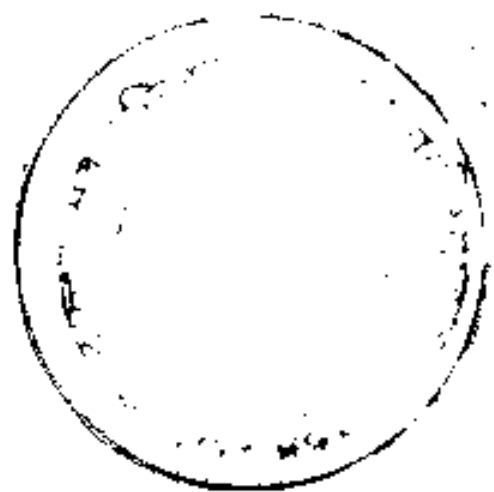
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			2496	0.181
			2497 મિ	0.007
			2498 ડિ	0.007
			3157	0.085
			3158	0.115
			3182 ડિ	0.071
			3183	0.027
			3184	0.049
			3191	0.006
			3192	0.013
			3197 ડિ	0.022
			3198 મિ	0.067
			3205	0.082
			3206 મિ	0.151
			3208	0.001
			3209	0.002
			3215	0.009
			3217	0.011
			3218	0.019
			3221	0.019
			3222	0.031
			3229	0.076
			3236	0.304
			3238	0.228
			3260 મિ	0.060
			3262 ડિ	0.137
			3284	0.076
			3315 ડિ	0.020
			3318	0.025
			3373	0.114
			3383	0.101
			3385	0.018
			3394 મિ	0.005
			3396 મિ	0.081
			3402	0.038
			3408 મિ	0.001
			3423 મિ	0.050
			3430	0.006
			3433	0.089
			3449 ડિ	0.018



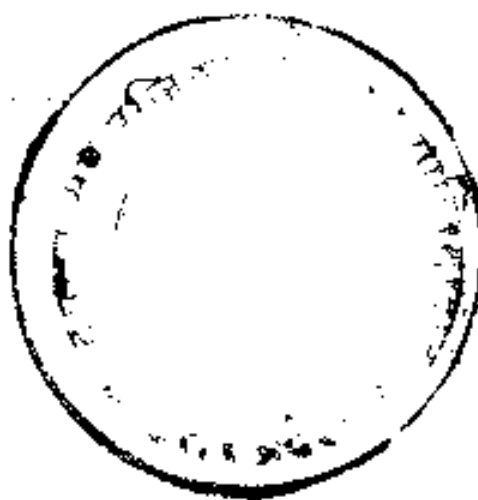
			3487 કમિ	1.117
			3487 છ	0.062
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			3503	0.164
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			3507	0.139
			3508 નિ	0.281
			3509 મિ	0.417
			3510 નિ	0.708
			3728	0.043
			3733	0.051
			3736 છ	0.128
			3736	0.215
			3745	0.019
			3746	0.069
			3747	0.020
			3748	0.061
			3751	0.076
			3754	0.096
			3767	0.029
			3768 મિ	0.101
			3771	0.240
			3775	0.089
			3777	0.063
			3779	0.028
			3782	0.021
			3784	0.023
			3785	0.050
			3786 ડિ	0.051
			3787 ડિ	0.013
			3794	0.041
			3797	0.067
			3798	0.016
			3804 ડિ	0.011
			3805 મે	0.008
			3807 મે	0.022
			3811 મે	0.291
			3816 મે	0.051
			3821 મે	0.001
			3822 મે	0.040
			3834 મે	0.004




			3837 मि	0.010
			3843 मि	0.023
			3844	0.316
			3847 मि	0.025
			3849	0.089
			3850	0.177
			3855	0.063
			3861	0.038
			3863	0.013
			3864	0.025
			3868	0.013
			3869 मि	0.003
			3875	0.038
			3877	0.051
			3881	0.063
			3889	0.341
			3893 क मि	0.013
			3899	0.039
			3924	0.061
			3925	0.074
			3928	0.051
			3931	0.025
			3938	0.329
			3939 क	0.126
			3944	0.240
			3945 मि	0.013
			3946 मि	0.012
			3953	0.341
			3959	0.084
			3968	0.076
			3973	0.240
			3980	0.067
			3981	0.044
			3983	0.013
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			4009	0.057
			4010	0.026
			4019	0.013
			4020	0.013



		4024	0.173
		4025	0.073
		4030	0.025
		4032	0.039
		4033	0.067
		4036	0.069
		4047	0.013
		4048	0.126
		4050	0.292
		4053	0.020
		4054	0.043
		4056	0.038
		4057	0.031
		4062	0.022
		4063	0.010
		4068	0.013
		4072	0.025
		4073	0.013
		4084	0.188
		4085	0.044
		4089	0.061
		4093	0.013
		4095	0.006
		4105 नि.	0.012
		4105 नि	0.012
		4107	0.063
		4108	0.506
		4115	0.102
		4116	0.058
		4118	0.016
		4123	0.038
		4124	0.069
		4129	0.047
		4130	0.053
		4145	0.341
		4160	0.025
		4192	0.038
		4184	0.215
		4187	0.013
		4191	0.060
		4193	0.039



		4194	0.086
		4197	0.032
		4200	0.047
		4202 मि	0.003
		4206 मि	0.031
		4207	0.019
		4212	0.021
		4213	0.022
		3789 / 4399 ख	0.038
योग		हेक्टेयर	20.291
		एकड़	50.139


नटेंद्र कुमार चौधरी
 सहायक


Jindry Hi-Tech Industries Pvt. Ltd.

आज दिनांक 08/07/2011 को

बही सं. 1 जिल्द सं. 9005

पृष्ठ सं. 61 से 90 पर क्रमांक 4259

रजिस्ट्रीकृत किया गया

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

Mohi H P

प्रभारी

उप निबन्धक प्रथम

गाजियाबाद

8/7/2011

