



उत्तर प्रदेश UTTAR PRADESH

AR 565527

LEASE DEED

This Deed of Lease is made on this 27 day of July 2011

Between

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

And

1. M/s Suncity Hi-Tech Infrastructures Pvt. Ltd. a Company incorporated
2. under the Companies Act, 1956 having its Registered Office at N-49, 1st Floor
3. Connaught Place New Delhi, through its Project Bishal (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

224 29.06.2011

Security House

133, 9th, Lane

R. 102

पद्धता विवेद	(30 वर्ष)					
87,644,000.00	10,000.00	60	10,060.00	3,000		
पुनिकृति	मिशन	आपत दार्पण किया	कीम गवाई	नकल व पर्त गुप्त	गोप	शब्द लगभग
श्री	मी ३० सन सिटी ईर्स्टेक डिजेश विष्ट					
पुत्र श्री	डी० एस					
रवाहा व्यापार/अन्वयनी						
निवासी वार्ष	एन्ड्रेज कन्फैट वेलेस विल्सी					
अम्बारी एस						
ने यह नोटपैपर इस कार्यालय से	दिनांक 8/7/2011	शब्द	7:00 PM			
दर्ज दिवान द्वारा देखा गया						



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रभारी
उप निवन्धक प्रथम

गाजियाबाद

निष्पातन संप्रयोग वाद मुनावे व वक्तव्यने कर्तव्यन व प्रत्यक्ष धनराशि के उल्लेखनामा उक्त
पद्धता दाता

पद्धता गृहीता 8/7/2011



श्री ३० सन सिटी ईर्स्टेक डिजेश विष्ट
पुत्र श्री डी० एस
पेश व्यापार/अन्वयनी
निवासी का-४९ कन्फैट वेलेस विल्सी



ने निष्पादन स्वीकार किया

विवरण श्री ओम दत्त तिवारी

पुत्र श्री जी० ओ० तिवारी

निवासी जी० ओ० ए

व श्री सलिल कुमार

पुत्र श्री अर्जुन पकाश

निवासी अर्जुन पकाश

निवासी अर्जुन पकाश

व श्री

सलिल कुमार

सलिल कुमार

प्रत्यक्ष भर कार्यालय के निशान आटू निष्पातनामा लिये गये हैं।



रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रभारी

उप निवन्धक 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 / उप-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 / उप-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.

लेनदेन कुमार चौधरी

२०१६५७

Suncity Hi-Tech Infrastructures Pvt. Ltd.

पट्टा दावा

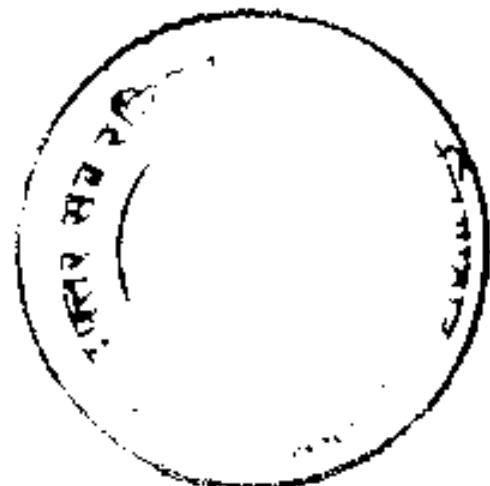
Registration No. : 4259

Year : 2,011

Book No. : 1

0101 संजीव बुमर गुप्ता सहायक अभियू भू अर्जन प्रतिनिधि नरेन्द्र :

जी. लोड ए
गोकर्णी



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 a 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.

निश्चय दस्तावेज़

Noida Hi-Tech Infrastructures Pvt. Ltd.

पद्मा गृहीता

Registration No. : 4259

Year : 2,011

Book No. :

0201 ५० सन सिटी हाईटेक विजेश विल्स
५० एस
एन-५० अनोन्स विल्स विल्स
आपार/अ-प/रत्नी





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.

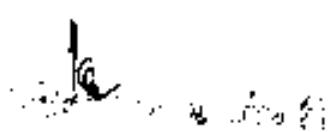


9. The Lessee covenants and warrants that:

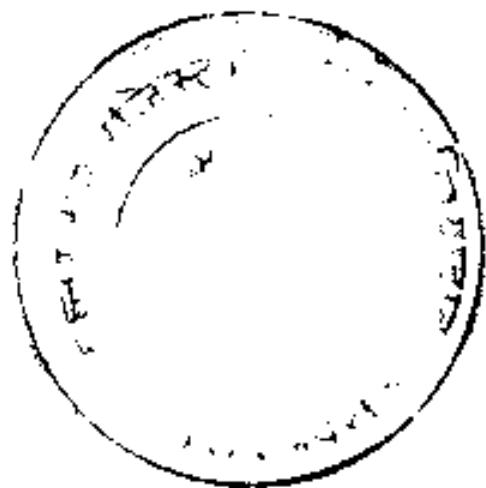
- (a) The Lessee shall follow all laws and bye-laws, rules, regulations and directions of Lessor and the local municipal or other authority now existing or hereinafter to exist.
- (b) The Lessee shall bear entire legal expenses of execution of this Lease Deed including registrations charges.
- (c) The 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



Suncity Hi-Tech Infrastructure Pvt. Ltd.



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

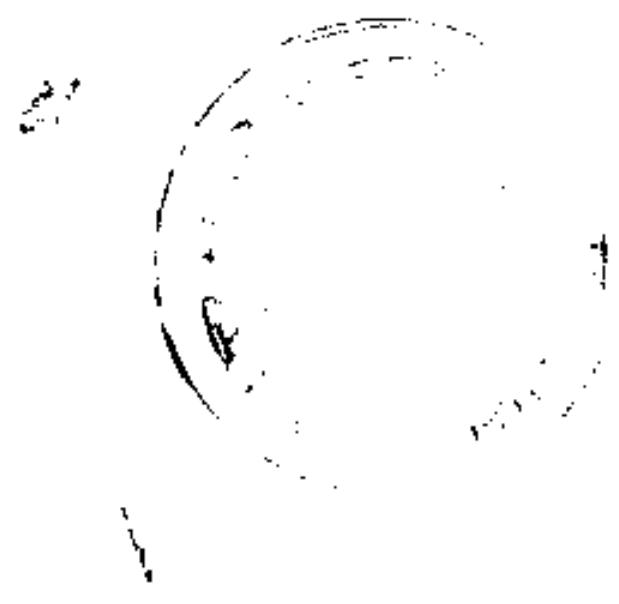
12. If due to any FORCE MAJEURE or circumstances beyond Lessor's control, the Lessor is unable to deliver clear possession of LAND, entire money and other deposits made by the Lessee to the Lessor in regard to the subject land shall be refunded by the Lessor to Lessee.
13. That the Lessee shall keep 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:

Subsity Hi-Tech Infrastructure Pvt. Ltd.

नरेन्द्र कुमार चौधरी



(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.

ज्ञानेन्द्र कुमार योधारी
 उपाध्यक्ष

Suncity Hi-Tech Infrastructures Pvt. Ltd.



SCHEDULE
DETAILS OF THE LAND

Name of Village	Gata No.	Areas (In Acres)
Village <i>Aligarh</i>		
Pargana <i>Aligarh</i>	Schedule-1 Attached	20.291
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
Modity Hi-Tech Infrastructures Pvt. Ltd.

For and on behalf of the lessor
लेसर कृष्ण राजेश्वरी
कृष्ण कृष्ण राजेश्वरी

Witness: 1. *Chirag Patel*
8/02/2019 About. Dated.

Witness: 1. *Shrikant Patel*
8/02/2019 About. Dated.

Chirag Patel
(Name and Address)
Modity

Shrikant Patel
(Name and Address) *Modity*

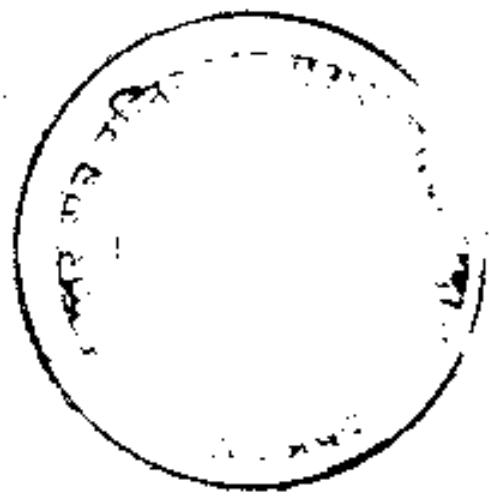


अनुसूची

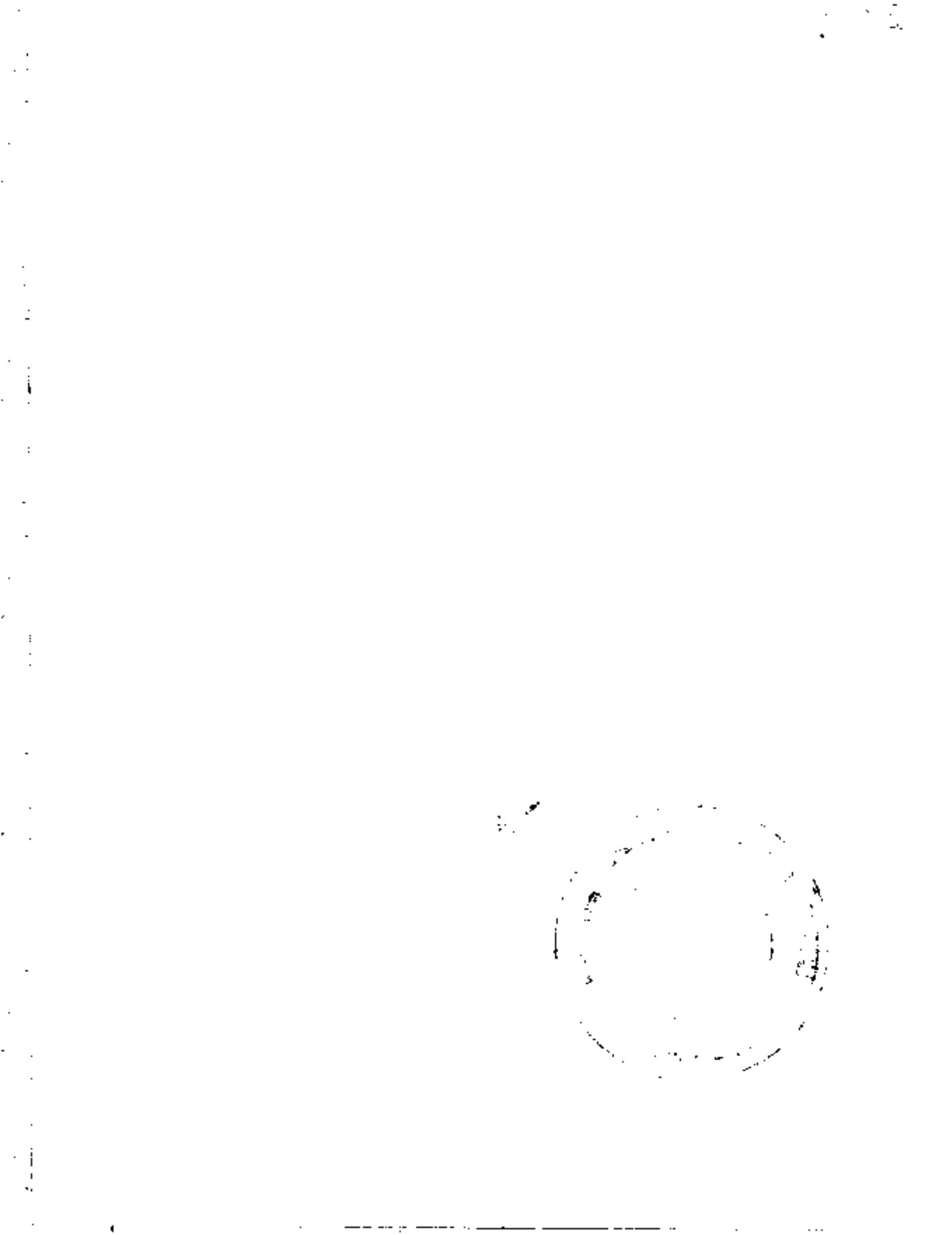
ग्राम का नाम	परियाना	तहसील का नाम	खसरा न०	प्रस्तावित क्षेत्रफल (हेक्टेएर में)
डासना	डासना	गाजियाबाद	761 मि	0.001
			762 मि	0.001
			763 मि	0.303
			767 मि	0.075
			772	0.030
			774	0.026
			775	0.044
			783	0.011
			784	0.004
			787	0.112
			799	0.010
			800	0.021
			802	0.027
			803	0.069
			806	0.002
			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 रु	0.354
			841 रुमि	0.007
			848	0.013
			853	0.139
			854	0.095
			859	0.03
			860	0.063
			873	0.032
			874	0.009
			875	0.013
			876	0.041
			887	0.304
			890	0.023



		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
		976 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
		2396 मि	0.005
		2404	0.038
		2406	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



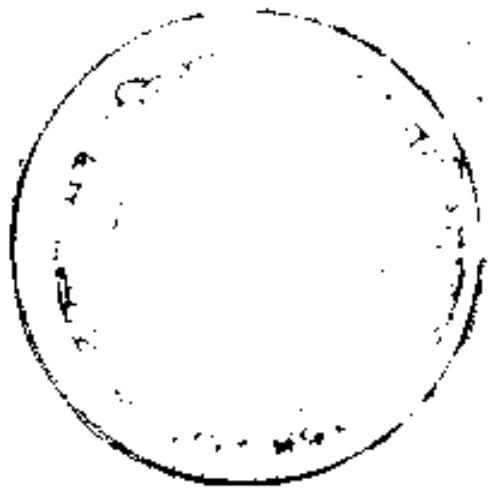
	2495	0.165
	2496	0.181
	2497 मि	0.007
	2498 टि	0.007
	3157	0.085
	3158	0.115
	3182 टि	0.071
	3183	0.027
	3184	0.019
	3195	0.006
	3192	0.013
	3197 टि	0.022
	3198 मि	0.067
	3205	0.082
	3206 मि	0.151
	3208	0.001
	3209	0.002
	3213	0.009
	3217	0.011
	3218	0.019
	3221	0.019
	3222	0.031
	3229	0.076
	3236	0.304
	3238	0.228
	3260 मि	0.060
	3262 टि	0.137
	3284	0.076
	3315 टि	0.020
	3318	0.025
	3373	0.114
	3383	0.101
	3385	0.018
	3394 मि	0.005
	3396 मि	0.081
	3402	0.038
	3408 मि	0.004
	3423 मि	0.050
	3430	0.006
	3433	0.089
	3449 टि	0.316



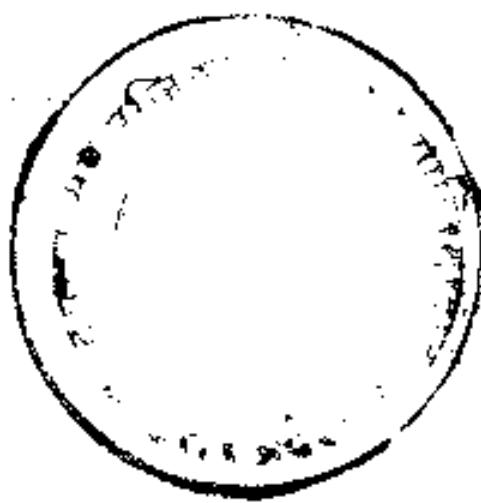
	3487 कमि	1.111
	3487 ख	0.062
	3501	0.063
	3503	0.164
	3504	0.164
	3507	0.139
	3508 नि	0.281
	3509 मि	0.417
	3510 नि	0.708
	3728	0.043
	3733	0.051
	3736 ख	0.128
	3736	0.215
	3745	0.019
	3746	0.069
	3747	0.020
	3748	0.061
	3751	0.076
	3754	0.096
	3767	0.129
	3768 नि	0.101
	3771	0.240
	3775	0.089
	3777	0.063
	3779	0.028
	3782	0.02
	3784	0.023
	3785	0.050
	3786 फ	0.05
	3787 फ	0.013
	3794	0.041
	3797	0.007
	3798	0.016
	3804 नि	0.016
	3805 नि	0.018
	3807 नि	0.022
	3811 फ	0.29
	3816 फ	0.051
	3821 फ	0.001
	3822 फ	0.040
	3834 फ	0.032



	3837 सि	0.010
	3843 फि	0.023
	3844	0.316
	3847 सि	0.025
	3849	0.089
	3850	0.177
	3855	0.063
	3861	0.038
	3863	0.013
	3864	0.025
	3868	0.013
	3869 सि	0.003
	3875	0.038
	3877	0.051
	3881	0.063
	3889	0.341
	3893 कमि	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 सि	0.013
	3946 सि	0.012
	3953	0.341
	3959	0.084
	3968	0.076
	3973	0.240
	3980	0.067
	3981	0.044
	3983	0.013
	3993 क	0.076
	3995	0.085
	3996	0.051
	4009	0.057
	4010	0.026
	4019	0.019
	4020	0.029



	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	0.88
	4085	0.044
	4089	0.061
	4093	0.013
	4099	0.006
	4105 लि.	0.012
	4105 लि	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
	4146	0.341
	4160	0.025
	4182	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		हैक्टैयर	20.291
		एकड	50.139

जानेबद्द तुमारे चीधर्दू
विषाक्त



आज दिनांक 08/07/2011 को
बड़ी सं. 1 जिल्ड सं. 9005
पृष्ठ सं. 61 से 90 पर क्रमांक 4259
रजिस्ट्रीकृत किया गया

रजिस्ट्रीकरण अधिकारी के हस्ताक्षर

प्रभारी
प्रभारी

उप निबन्धक प्रथम
गाजियाबाद
8/7/2011

