

4257
2011

OFFICE OF THE TREASURY
GHAZIABAD

27 JUN 2011

CHIEF



उत्तर प्रदेश UTTAR PRADESH

AR 565525

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-49 1st floor,
Connaught Place New Delhi through its Vijayesh Bishi
(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

उत्तर प्रदेश कायदा नमूना

Suncity Hi-Tech Infrastructures Pvt. Ltd.

4/7/2011

- 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 2.031 acres of Village Naiphal, 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. 90,42,000/- (Rupees Ninety lac fourty two 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 2.031 acres, situated in Village Naiphal (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.

नरेंद्र कुमार चौधरी

Suncity Hi-Tech Infrastructures Pvt. Ltd.

पट्टा दाता

Registration No.: 4257

Year : 2011

Book No. : 1

0101 संजीव कुमार सहायक अभि० भू अर्जन प्रतिनिधि नरेन्द्र कुमार ।

जि० डी० ए गाथाद
नैकरी



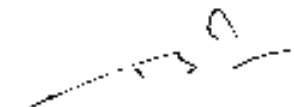
3. In consideration of the payment of the premium amount of LAND Rs. 90,42,000/- and the annual lease rent of Rs. 822/- hereunder reserved and of the covenants and conditions on the part of the Lessee with a right to sub-lease hereinafter contained, the Lessor doth hereby demise unto to the Lessee all 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 6/10/2011 2011. The Lessee has paid to the Lessor 0.822 Hectare of land falling in Naiphal Village of Tehsil Ghaziabad, Distt. Ghaziabad, (U.P.) as per SCHEDULE-I which includes 0.822 Hectare of the LAND, a premium amount of Rs. 90,42,000/- 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
			<u>Paid as</u>	<u>above</u>

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.



 Lessor



 Lessee

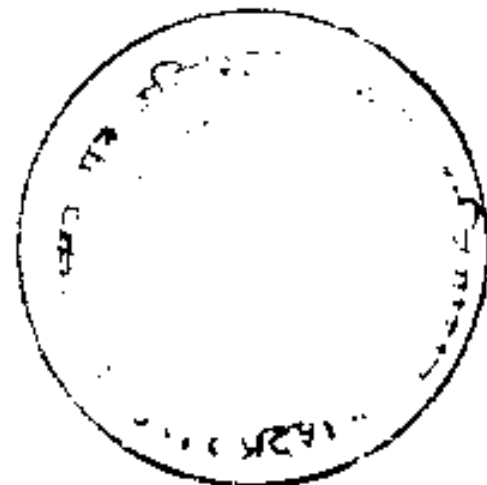
पट्टा गृहीता

Registration No. : 4257

Year : 2011

Bank No. : 1


0201 मेड सनसिटी हार्डटैक इन्फो द्वारा ब्रिजेश विन्ट
डॉ० एन० वेद
एन 49 फरट मेड सनसिटी हार्डटैक इन्फो
ज.पार/अन्य/न.जे

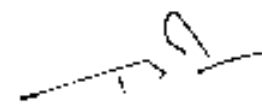




8. The Lessor covenants and warrants that:

- (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-Lessee 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.


Lessor


Lessee



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


नरेश कुमार चौधरी
 Director

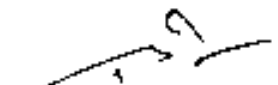
Society Hi-Tech Infrastructure Development

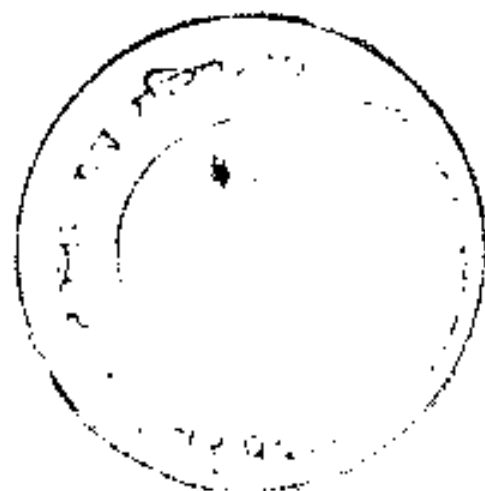


Lessee with the prior approval of Housing and Urban Planning Department, Government of U.P.

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.



जितेंद्र कुमार चौधरी

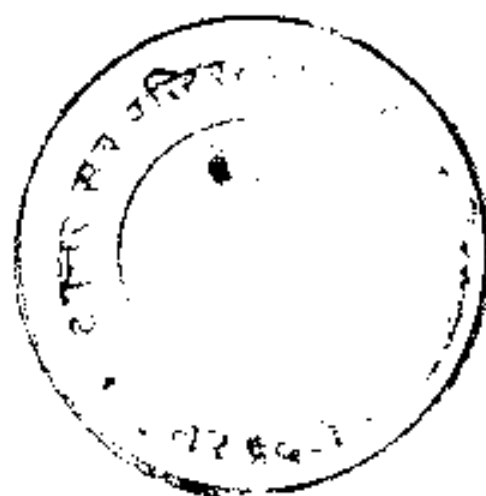

Society Hi-Tech Infrastructures Pvt. Ltd.



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:


Anandhi Hi-Tech Pvt. Ltd.


Anandhi Hi-Tech Pvt. Ltd.




(a) Notices to the Lessor, to: The Vice Chairman,
Ghaziabad Development Authority,
Ghaziabad, (U.P.)

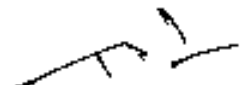
(b) Notices to the Lessee, to: _____
Suncity Hi-Tech Infrastructures Pvt.
N-49, 1st Floor, Connaught Place,
New Delhi.

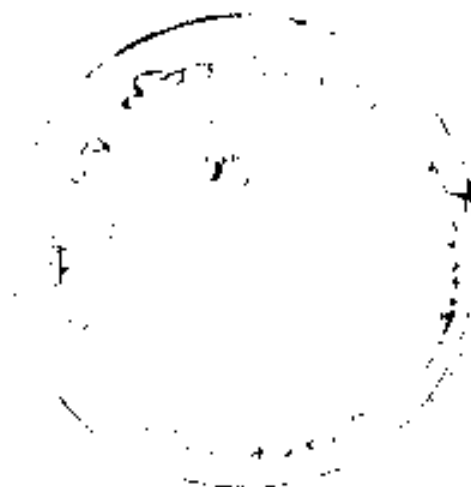
All notices, orders and other documents required under the terms of the Lease or under (U.P. Act No.6 of 1976) or any rules or regulations made there under shall be deemed to be duly served as provided under section 43 of the U.P. Urban Planning and Development Act, 1973 as re-enacted and modified by 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


Suncity Hi-Tech Infrastructures Pvt. Ltd.


Suncity Hi-Tech Infrastructures Pvt. Ltd.



**SCHEDULE
DETAILS OF THE LAND**

Name of Village	Gata No.	Areas (In Acres)
Village: <u>Naiphal</u>	Schedule-1 Attached	0.822 Hec
Pargana: <u>Dame</u>		
Tehsil: <u>GLD</u>		
District: <u>GLD</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
Shree Hi-Tech Inf. & Services Pvt. Ltd.

Witness:

1. ओमदत्त शिवारी
 2. श्री ० वी वी शिवारी

ओमदत्त शिवारी (जमीन)
 (Name and Address)
लाहौर ०२०

For and on behalf of the lessor

नरेन्द्र कुमार चौधरी
 उपायुक्त

Witness:


1. अशोक कुमार
 2. श्री ० आर ० प्रसाद

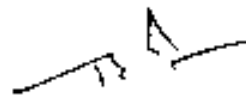
श्री ० एन के ७ प्र. लाजीपुरा गांव
 (Name and Address)



अनुसूची

ग्राम का नाम	परगना	तहसील का नाम	ख० न०	प्रस्तावित क्षेत्रफल (है० में)
गाम्यफल	डासना	गाजियबाद	3 मि	0.026
			11	0.042
			15	0.025
			155 मि	0.134
			156 मि	0.150
			160	0.055
			207 मि	0.043
			223	0.101
			228	0.006
			230	0.032
			232	0.061
			233	0.030
			236 मि	0.034
			237 मि	0.025
			243 मि	0.047
			257 मि	0.011
योग			हेक्टेयर	0.822
			एकड़	2.031


नरेन्द्र कुमार चौधरी
 सचिव


Soncity Hi-Tech Infrastructures Pvt. Ltd.

आज दिनांक 08/07/2011 को

वही सं. 1 जिल्द सं. 9005

पृष्ठ सं. 21 से 38 पर कसंक 4257

रजिस्ट्रीकृत किया गया ।

रजिस्ट्रिकरण अधिकारी के हस्ताक्षर

M. M. H. P.

प्रभारी

उप निबन्धक प्रथम

गाजियाबाद

8/7/2011

