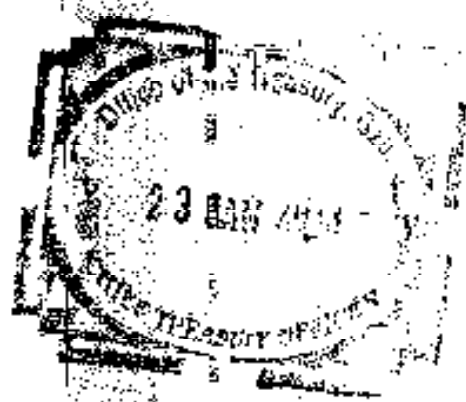


1035



Handwritten signature or initials.

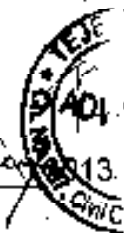


BH 221097

उत्तर प्रदेश UTTAR PRADESH

LEASE DEED

This Deed of Lease is made on this 27 day of February



Between

Ghaziabad Development Authority, Ghaziabad through its JOINT SECRETARY Sh. GYANENDRA VERMA (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 A-25, Ground Floor, Mohan Co-operative Industrial Estate, Mathura Road New Delhi-110044, through its Shri Deepak Pathak (hereinafter referred to as the "Lessee" which expression shall, unless

RECEIVED BY MS

CHECKED BY ME

Handwritten signature and stamp of Suncity Hi-Tech Infrastructures Pvt. Ltd.

दस्तावेज की तिथि
 दस्तावेज के अंशों का प्रमाणन
 दस्तावेज के अंशों का नाम व गुण
 दस्तावेज के अंशों का नाम व गुण
 दस्तावेज के अंशों का नाम व गुण

Quantity Hi-Tech Infrastructures Pvt. Ltd.

पंजीत बंसल स्टाम्प विक्रेता

लॉट नंबर 351

लॉट नंबर की अवधि 31 मार्च

बनारस, यूपी, भारत

पट्टा प्लेटेख

996.00

10,000.00

(90 वर्ष)

100 10,100.00

5,000

प्लेटेख

प्लेटेख

शेयर वॉरंट्स क्रियाशील

प्लेटेख

नए व पुराने शेयर

प्लेटेख

प्लेटेख

प्लेटेख

शेयर वॉरंट्स क्रियाशील शेयर वॉरंट्स द्वारा दीपक पाठक

प्लेटेख

प्लेटेख

प्लेटेख

प्लेटेख

33 कंप्यूटरी सॉफ्टवेयर न्यू फेन्डर्स कालीनी नई दिल्ली

प्लेटेख

प्लेटेख

दिनांक 27/2/2013

समय 3:22PM

प्लेटेख

प्लेटेख अधिकारी के हस्ताक्षर

प्लेटेख

उप निदेशक, प्रथम

गजियाबाद

27/2/2013

प्लेटेख

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प्लेटेख

श्री मैसर्स सनसिटी हाईटेक इन्फ्रास्ट्रक्चर्स द्वारा दीपक

पाठक

पुत्र श्री अम्बादास पाठक

पेशा

गिपारी 33 कंप्यूटरी सॉफ्टवेयर न्यू फेन्डर्स कालीनी नई दिल्ली

दिल्ली



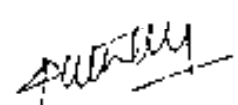
repugnant to the context, mean and include its successors and assigns) of the Second Part.

WHEREAS the Government Order No. 4657/8-3-2010-117एल०ए०/2010 dated 25/10/2010 acquired land admeasuring 315.7349 acres of Village Dasna, 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. 4657/8-3-2010-117एल०ए०/2010 dated 25/10/2010 has agreed to demise the Land to the Lessee for the aforesaid purpose for a total consideration of Rs.1,40,55,38,200/- (Rupees One Billion Fourty Crore Fifty Five Lac Thirty Eight Thousand Two Hundred only) and the annual rent of Rs. 1000/- per hect. (Rupees One Thousand 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 28.04.10 and revised MoU dated 17.03.11 (hereinafter referred to as "MoU").
2. The Lessor is the lawful owner of land admeasuring 315.7349 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**.



ने निष्पन्न स्वीकार किया

निष्पत्ति पर लाने श्री अनुज शर्मा

पुत्र श्री जगदीश शर्मा

पता व्यापार/अन्य/रस्ती

दिनांक 33 कम्युनिटी सेंटर न्यू फेन्डर्स कालोनी नई दिल्ली

र श्री के०के० सिंह

पुत्र श्री अछेवर सिंह

पता व्यापार/अन्य/रस्ती

दिनांक 33 कम्युनिटी सेंटर न्यू फेन्डर्स कालोनी नई दिल्ली

ने की

गलबतः यह गलबतः के निशान प्रकट दिवसद्वारा निवेदन है



रजिस्ट्रार अधिकारी के हस्ताक्षर

उप निबन्धक, प्रथम
गाजियाबाद
21/12/2013

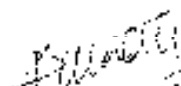


3. In consideration of the payment of the premium amount of LAND Rs. 1,40,55,38,200/- and the lease rent of Rs.127776/- hereunder reserved and of the covenants and conditions on the part of the Lessee with a right to sub-lease hereinafter contained, the Lessor doth hereby demise unto to the Lessee all 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 ~~2.3.2012~~ 2-2-2013. The Lessee has paid to the Lessor for 127.7762 Hectare of land falling in Dasna Village of Tehsil Ghaziabad, Distt. Ghaziabad (U.P.) as per SCHEDULE-I which includes 127.7762 Hectare of the LAND, a premium amount of Rs. 1,40,55,38,200/- 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	056301	21-02-2013	1,27,776	
	Total		1,27,776	

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.

12


 Secretary, Hi-Tech Township, Ghaziabad, U.P.

पददाता

Registration No. 1835

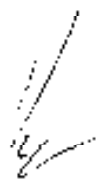
Year: 2013

Book No: 1

0101 ब्रह्म सिंह शाही लिपिक प्रतिनिधि ज्ञानेन्द्र वर्मा संयुक्त सचिव

पंजीकृत नाम

जाना/अन्य/जी





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 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.

पट्टा गृहीता

Registration No : 1835

Year : 2013



Book No : 1

0201 गुरुस खनसिटी हाईटेक इन्फ्रास्ट्रक्चर द्वारा दीपक पाठक

अभिहित पाठक

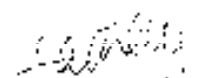
30 कम्प्यूटिंग सै-उर न्यू गनवरी बगलानी गुरु दिल्ली



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



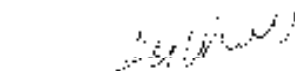
12. If due to any FORCE MAJEURE or circumstances beyond Lessor's control, the Lessor is unable to deliver clear possession of LAND, entire money and other deposits made by the Lessee to the Lessor in regard to the subject land shall be refunded by the Lessor to Lessee.
13. That the Lessee shall keep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



Shree Hi-Tech Infrastructure 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 :


Sd/-
Sd/-
Sd/-

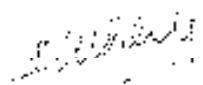



- (a) Notices to the Lessor, to; The Vice Chairman
Ghaziabad Development Authority,
Ghaziabad. (U.P.)
- (b) Notices to the Lessee, to; Shri Deepak Pathak
Suncity Hi-Tech Infrastructures Pvt. Ltd.,
A-25, Ground Floor, Mohan Co-operative
Ind. Estate, Mathura Road, New Delhi.

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.





DETAILS OF THE LAND

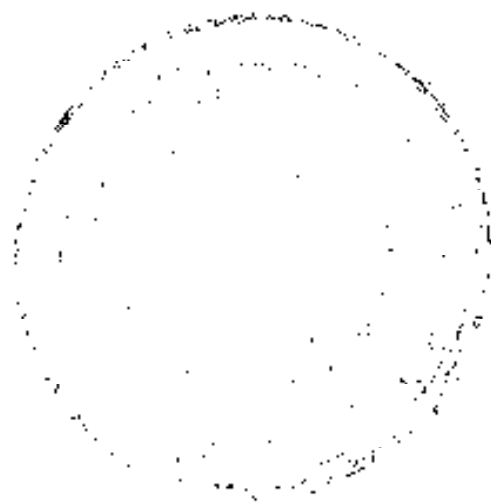
Name of Village	Gata No.	Areas (In Acres)
Village.....		
Pargana	Annex Schedule -1 attached	
Tehsil		
District		

~~Company~~ HL-7, Inc., 2000 University Ave., Los Angeles, CA 90006

[illegible]

(Name and Address)





अनुसूची

ग्राम का नाम	परगना	तहसील/जिला	खसरा न०	क्षेत्रफल(हे० में)
डासना	डासना	गाजियाबाद	792	0.3883
			793	0.1190
			795	0.3980
			796	0.1496
			804	0.3490
			805	0.2045
			809	1.3790
			832	0.0760
			844	0.1943
			846नि०	0.0253
			866	0.1700
			867गि०	0.0760
			870नि०	0.8260
			871	0.3130
			872	0.2407
			882	0.1670
			883	0.4450
			888नि०	0.0750
			901	0.1520
			907	0.4040
			908	0.7005
			909	0.5060
			910	0.0890
			911	0.0630
			912	0.4300
			918नि०	0.1820
			919	0.1870
			987गि०	0.1270
			988	0.1090
			2368	0.1390
			2369क	0.0333
			2374	0.0361
			2380	0.0340



		2388	0.0009
		2390	0.3220
		2391	0.4320
		2394	0.0460
		2396	0.1120
		2410मि०	0.0680
		2417	0.6080
		2419	0.3020
		2420	0.1640
		2422	0.0130
		2423	0.1590
		2424	0.4030
		2428	0.4386
		2432	0.3378
		3190	0.0840
		3194	0.1710
		3204	0.0427
		3240	0.1112
		3243	0.1468
		3244	0.0204
		3245	0.1176
		3247ख	4.4760
		3247ग	0.3370
		3247मि०	0.9720
		3263क	0.1034
		3264५	0.1900
		3264	0.1770
		3265	0.3670
		3266	0.1640
		3268	0.1043
		3270	0.0890
		3272	0.0126
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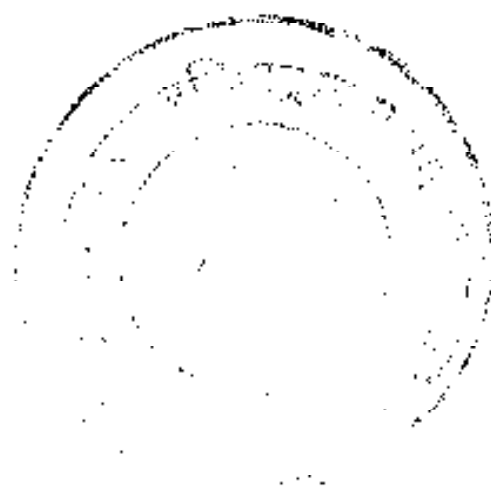
2

सुभा



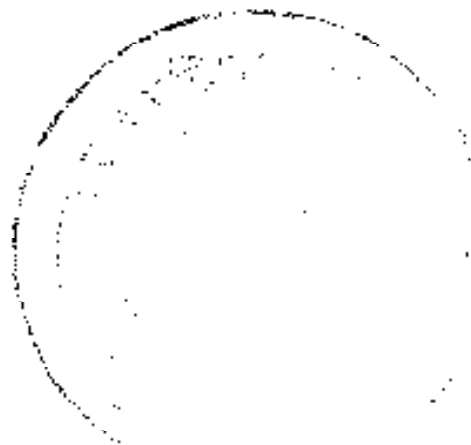
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		3280	0.2607
		3286	0.0313
		3295	0.0760
		3296	0.0100
		3305	0.1120
		3307	0.0760
		3308	0.2400
		3309	0.2910
		3313	0.4420
		3329	0.6700
		3330	0.3410
		3330	0.2530
		3331	0.0227
		3333	0.0257
		3334	0.0369
		3335	0.2192
		3337	0.1650
		3338	0.3290
		3339	0.1053
		3344	0.1260
		3345	0.2150
		3346	0.0779
		3346	0.1010
		3346	0.1640
		3347	0.0630
		3349	0.1140
		3351	0.1010
		3352	0.2151
		3354	0.0205
		3355	0.1900
		3356	0.1900
		3357	0.3790
		3358	0.0570
		3359	0.1770
		3360	0.1112
		3361	0.0820

Handwritten signature



		3362	0.0570
		3363	0.0826
		3365	0.0626
		3366	0.0948
		3367	0.0808
		3368	0.1668
		3369	0.0711
		3370क	0.0395
		3370ख	0.1010
		3371	0.1010
		3372	0.1010
		3375	0.0540
		3380	0.0760
		3381	0.1082
		3382	0.0853
		3384	0.1593
		3395	0.2115
		3399	0.3540
		3400	0.4638
		3405क	0.0890
		3412	0.0380
		3414क	0.0133
		3426नि0	1.1340
		3426क	0.4300
		3426ख	0.0250
		3427मि0	0.8320
		3429	0.8314
		3431	0.3193
		3437	0.1140
		3440	0.0250
		3441मि0	0.3960
		3443	0.0662
		3445	0.0850
		3446मि0	0.7050
		3447	0.0800
		3495	0.1260
		3499	0.0890

patel



		3502क	0.0076
		3506क	0.1520
		3731मि०	0.3280
		3732	0.4896
		3737मि०	0.1640
		3744	0.3150
		3752	0.1640
		3753	0.4365
		3755	0.1267
		3756मि०	0.3780
		3759क	0.1093
		3761मि०	0.1260
		3762	0.0253
		3763	0.1853
		3764क	0.0076
		3770	0.4920
		3772मि०	1.6487
		3772क	0.0404
		3774	0.0252
		3776	0.4292
		3780मि०	0.1390
		3781	0.4155
		3783	0.7928
		3786	0.1238
		3787मि०	0.0950
		3789 / 439 9	0.0125
		3789	0.5240
		3792	0.1400
		3796मि०	0.9800
		3799	0.1602
		3800मि०	0.2080
		3806	0.4100
		3812क	0.3203
		3820मि०	0.0160
		3830मि०	0.1000
		3831	0.7263

Sanjay



	3833	0.0054
	3835	0.0023
	3839	0.0443
	3840	0.0748
	3845मि०	0.6313
	3846	0.2870
	3852	0.3220
	3854	0.3950
	3856	0.4218
	3857	0.1400
	3859	0.0760
	3860	0.1020
	3862	0.7520
	3870	0.5895
	3872मि०	0.3280
	3878मि०	0.6560
	3880मि०	0.0480
	3882	0.2270
	3883	0.2418
	3886मि०	0.0630
	3888	0.3170
	3891	0.1720
	3892मि०	2.5310
	3894	0.3395
	3902मि०	0.4730
	3903	0.9943
	3910	0.0630
	3911	0.2020
	3912	0.0760
	3912क	0.1260
	3913मि०	0.2530
	3914मि०	0.1010
	3915	0.1900
	3916	0.8340
	3918मि०	0.1020
	3919मि०	0.2210
	3920मि०	0.8200

12

समय



		3922	0.4680
		3923मि०	0.1970
		3930	0.3730
		3932	0.4050
		3933	2.3760
		3934	0.0930
		3935	0.1050
		3940	0.1480
		3941	0.3920
		3942मि०	0.3040
		3943मि०	0.7465
		3946मि०	1.2020
		3947	0.4984
		3948	1.7860
		3951नि०	0.2470
		3951गमि०	0.0050
		3955	0.1860
		3956	0.0702
		3957	0.3669
		3958	0.6090
		3960	0.2370
		3962मि०	0.2770
		3963	0.1040
		3964	0.8000
		3966मि०	0.7990
		3967मि०	0.2200
		3969	0.1520
		3970	0.9708
		3972	0.0732
		3974	0.9448
		3975मि०	1.1710
		3976	0.5607
		3977क	0.1900
		3979	0.1010
		3982	0.1220
		3984	0.0360
		3985	0.1710

५८

अनुसूची



		3986मि०	0.7297
		3987	0.2861
		3991मि०	1.7120
		3998	0.9200
		4000	0.4740
		4004	0.1710
		4005	0.2020
		4006	0.3270
		4007	1.6220
		4008	2.1912
		4011	0.0830
		4012	0.1450
		4016	0.4477
		4017	0.1680
		4022	0.2936
		4023	0.0588
		4027	0.8490
		4028मि०	0.2947
		4029	0.1050
		4031	0.2070
		4035	0.0390
		4037	0.2503
		4040	0.4160
		4041	0.1580
		4042	0.2638
		4043	0.1010
		4051	0.7449
		4052	0.2620
		4055	1.0070
		4058	0.3900
		4059	0.3700
		4060	0.1090
		4061मि०	0.4400
		4064	0.2360
		4065	0.0518
		4066मि०	0.1640
		4069मि०	0.6560

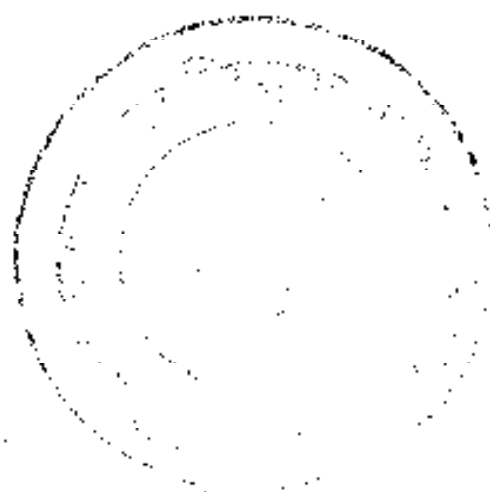
Handwritten signature



		4070	1.1600
		4076	0.0860
		4077	0.4030
		4078	0.0645
		4079	0.0870
		4080	0.0320
		4081	0.0330
		4082	0.0320
		4083	0.1370
		4086	0.4720
		4087	0.2750
		4088	0.0348
		4090	1.2830
		4091	0.7460
		4092	0.1081
		4094	0.2010
		4095मि०	0.1690
		4096मि०	0.1680
		4097मि०	2.1760
		4098मि०	0.3080
		4100मि०	0.1575
		410८मि०	0.5813
		4111	0.0686
		4112	0.1930
		4114	1.1710
		4117	0.1260
		4119	0.9670
		4120	0.0245
		4121मि०	4.3555
		4121क	0.4295
		4121ख	0.0127
		4122मि०	1.2968
		4125	0.7690
		4126	0.2180
		4128	0.1960
		4128ख	0.1960
		4132	0.8010

2

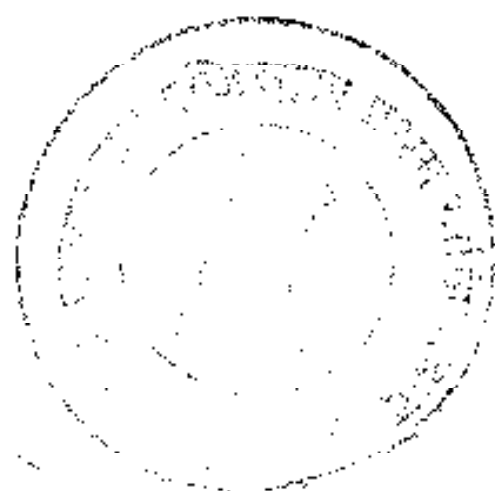
पुनरा



	4134	0.6450
	4135	1.5240
	4136	0.7050
	4138	0.0980
	4139	0.2658
	4140क	0.0380
	4140ख	0.1180
	4141मि०	0.1770
	4144	0.4920
	4147ख	0.0630
	4148	0.0510
	4149ख	0.0917
	4149क	0.1853
	4149मि०	0.1460
	4150	0.7330
	4151	0.4550
	4152	0.1689
	4152मि०	0.0835
	4153	0.0760
	4154	0.3790
	4165मि०	0.7600
	4165ख	0.6746
	4167	0.1109
	4168	0.0926
	4169	0.1094
	4170	0.2475
	4171	0.2100
	4174	0.5310
	4175	0.0532
	4176	0.2910
	4177	0.0506
	4178	0.3040
	4179क	0.0850
	4179ख	0.1699
	4180क	0.2556
	4185	0.2640
	4189	0.2790

2

gaurav



		4195	0.3525
		4198मि०	0.9338
		4199	0.5570
		4201	0.3160
		4202	0.1631
		4203क	0.0510
		4205मि०	0.1491
		4206मि०	0.0006
		4208	0.1750
		4215	0.1020
		4216	0.1230
		4219मि०	0.4430
		4220	0.1050
		4221	0.5328
		4222	0.2400
		3740 / 439 7	0.0927
		3789 / 439 9	0.0100
		योग (है०)	127.7762
		योग (एकड़)	315.7349

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County Hi-Tech Infrastructure Project

पट्टा गृहीता

Registration No 1835

Year 2013

Book No : 1

0201 मेरास रससिटी हाईटेक इन्फ्रास्ट्रक्चर द्वारा दीपक पाठक

अवकाश पात्र

ज: कमिनिटी सेक्टर न्यू एन्डर्स गलान नई दिल्ली



आप दिनांक 27/02/2013 के

वहाँ से 1 जिल्द में 10800

पृष्ठ में 21 से 60 पर क्रमांक 1835

रजिस्ट्रीकृत किया गया।

रजिस्ट्रार अधिकारी के हस्ताक्षर

उप निबन्धक, प्रथम

गाजियाबाद

27/2/2013

