

534/535

191/2006

LEASE DEED

Lease Consideration : Rs. 101/- per annum

Period of Lease : 30 Years

Value on which stamp Duty paid : Rs. 606/-

Stamp Duty : Rs. 750/-

Avas Vikas Duty : Included

Total Stamp Duty : Rs. 750/-

No of Stamp Sheets : 04

Main Location : The said property is situated not more than 50 metres away from the main Road leading to Kulri, General Post Office, The Mall Road, Mussoorie.

Schedule of the Property : All that plot of land admeasuring, more or less, 6487 sq.mtrs situated in part of Summer Villa Estate, Kulri, The Mall, Mussoorie;

Name of Lessors : (1) Shri Umesh Kumar Vaish, s/o, Late Shri Motilal Vaish, r/o Summer Villa Estate, Mussoorie, Distt. Dehradun, Uttaranchal; AND (2) Shri Ajay Vaish, s/o, Late Shri Motilal Vaish, r/o Summer Villa Estate, Mussoorie, Distt. Dehradun, Uttaranchal;

Name of the Lessee-Firm : 'M/s. HOTEL HILL QUEEN, a registered Partnership Firm, having its Regd Office, at Hotel Hill Queen, Summer Villa Estate Kulri, The Mall, Mussoorie, Distt. Dehradun, Uttaranchal

Drafted by : R.S. Panwar (Advocate)

FOR HOTEL HILL QUEEN
(LESSORS)
Umesh Vaish Partner

LESSORS
Umesh Vaish
Ajay Vaish

FOR HOTEL HILL QUEEN
Umesh Vaish Partner
(LESSEE-FIRM)
M/s. Hotel Hill Queen

FOR HOTEL HILL QUEEN
Umesh Vaish Partner

191/2006

भारतीय गैर न्यायिक
भारत INDIA

रु. 500



FIVE HUNDRED
RUPEES

पाँच सौ रुपये

Rs. 500

INDIA NON JUDICIAL

उत्तरांचल UTTARANCHAL

16 NOV 2006

245909



LEASE DEED

THIS DEED OF LEASE IS MADE THIS the 24th day of November, 2006 at Mussoorie

BETWEEN

(1) Shri Umesh Kumar Vaish, s/o, Late Shri Motilal Vaish, r/o Summer Villa Estate, Kulri, The Mall, Mussoorie, Distt. Dehradun, Uttaranchal AND (2) Shri Ajay Vaish, s/o Late Shri Motilal Vaish, r/o, r/o Summer Villa Estate, Kulri, The Mall, Mussoorie, Distt. Dehradun, Uttaranchal (hereinafter jointly called the 'LESSORS') OF THE ONE PART,

AND

'M/s. HOTEL HILL QUEEN, a registered Partnership Firm, having its Regd Office, at Hotel Hill Queen, situated in the Summer Villa Estate, Kulri, The Mall, Mussoorie, Distt. Dehradun, Uttaranchal, through its Partners, (1) Shri Umesh Kumar Vaish, s/o, Late Shri Motilal Vaish, r/o Summer Villa Estate, Kulri, The Mall, Mussoorie, Distt. Dehradun, Uttaranchal AND (2) Shri Ajay Vaish, s/o. Late Shri Motilal Vaish, r/o Summer Villa Estate, Kulri, The Mall, Mussoorie, Distt. Dehradun, Uttaranchal (hereinafter called the 'LESSEE-FIRM') OF THE OTHER PART;

FOR HOTEL HILL QUEEN

Ajay Vaish

Umesh Vaish
Partner

Umesh Vaish *Ajay Vaish*

भारतीय गैर न्यायिक
एक सौ रुपये

रु. 100



सत्यमेव जयते

Rs. 100

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

निवृत्ति क्रिया

उत्तरांचल UTTARANCHAL

16 NOV 2006

B 083235

WHEREAS the LESSORS, herein, alongwith their father, the Late Shri Moti Lal Vaish son of Late Shri Sano Lal and Shri Jugmunder Das & Shri Mohan Lal, both sons of Late Lala Ram Richpal, all residents of Mussoorie, became the co-owners in full and absolute possession and enjoyment of all that undivided property and land, admeasuring more or less 2.07 acres or 90332 sq.ft or 8391.18 sq.mtrs, known as Summer Ville Estate, The Mall, Mussoorie, presently known as Hotel Hill Queen Estate, The Mall, Mussoorie, by virtue of a Sale Deed dated 19th of April, 1980 executed by (Maharani) Suraj Kanwar, wife of (Maharaja) Manaberendra Shah of Tehri Garhwal, r/o. 5, Bhagwan Das Road, New Delhi duly Registered at No.115 in Book No.1, Volume No.89 at pages 33 to 48 in the Office of the Joint Sub-Registrar, at Mussoorie on 12.5.1980, and

WHEREAS the said Lessors alongwith their late father and the said Shri Jugmunder Das and Shri Mohan Lal, jointly developed and expanded the property and made constructions of buildings, paths thereon and began running a Hotel business under the name and style of 'M/s. Hotel Hill Queen' and were in actual physical possession of the land and buildings on the said estate;

WHEREAS Shri Umesh Vaish, son of Late Shri Moti Lal Vaish, Shri Ajay Vaish, son of Late Shri Moti Lal Vaish, Late Shri Moti Lal Vaish, son of Late Shri Sanno Mal, Shri Jugmunder Das and Shri Mohan Lal, both sons of Late Lala Ram Richpal, entered into a partition, vide a Partition Deed dated 30th December, 1987, whereafter the said the FIRST AND SECOND PARTY alongwith their late father came to own and possess the property, land and the business known as M/s. Hotel Hill Queen, The Mall, Mussoorie, in terms of the said Partition Deed, duly registered in Book No.1, Volume No.122 at page 192, in Additional File Book No.1, Volume No.123, at pages 219 to 252 at S.No.471/87 in the Office of the Joint Sub-Registrar, Mussoorie on 30.12.1987;

FOR HOTEL HILL QUEEN

Umesh Vaish

Umesh Vaish
Partner

Umesh Vaish *Ajay Vaish*

भारतीय गैर न्यायिक
एक सौ रुपये
Rs. 100

रु. 100



सत्यमेव जयते

ONE
HUNDRED RUPEES

भारत INDIA
INDIA NON JUDICIAL

उत्तरांचल UTTARANCHAL

B 083234

16 NOV 2006

WHEREAS the Lessors alongwith their late father, had entered into an Oral Partnership on 1.1.1988, subsequently written down on 11.3.1988 and amended on 01.4.1992, under the name and Style of "M/s. HOTEL HILL QUEEN", and

WHEREAS the said Shri Moti Lal Vaish, son of Late Shri Sanno Lal, died on 10.12.2004, at Mussoorie bequeathing his share in the partnership of Hotel Hill Queen and the property and land and its assets to the extent of 30%, by virtue of a Registered WILL dated 03.12.2003 in favor of the Lessor No.2 herein; and

WHEREAS the said LESSORS have been, thereafter, running the said partnership business in the Hotel Hill Queen, Kulri, The Mall, Mussoorie as equal working partners vide a Partnership Deed dated 24.12.2004 by which the partnership continued to be in effect from 11.12.2004; and

WHEREAS the said land admeasuring, more or less, 6487sq.mtrs., had been orally given to M/s. Hotel Hill Queen and pooled into the Partnership business in the year 1988;

WHEREAS the Lessors have now decided to officially give away and include the said land lying underneath the Hotel Hill Queen premises, and the land appurtenant thereto, on a long term lease for a token consideration, in writing, to the Partnership business; and

WHEREAS both the Lessors have jointly and equally agreed to invest the said land which shall be considered as the proportionate amount of their contribution towards the capital of the said Partnership Firm and, further, deem it fit to Lease the said plot of land to the Partnership Firm for a period of 30 years initially, renewable for a further period, subject to the consent of both the Lessors or their legal representatives, administrators, executors, assigns or successors-in-office, as the case may be;

FOR HOTEL HILL QUEEN

[Signature]

[Signature]
Partner

[Signature]

पचास
रुपये

रु.50



FIFTY
RUPEES

Rs.50

INDIA NON JUDICIAL

उत्तरांचल UTTARANCHAL

A 010063

WHEREAS both the parties jointly and equally desire to and deem it expedient to reduce the terms and conditions governing the said Lease into writing; and

NOW THIS DEED WITNESSETH AS UNDER:

1. That the Lessors do hereby agree to give on lease the said plot of land admeasuring more or less 6487 sq.mtrs in total, delineated and demarcated in red riband on the site plan annexed to this Deed, which Site Plan shall form an integral part of this Deed, in favor of the Lessee-Firm, a Partnership Firm, known under the name and style of 'M/s. Hotel Hill Queen, Kulri, The Mall, Mussoorie, Distt. Dehradun, Uttaranchal on a token lease-rent of Rs.101 /- per annum, payable each year in the beginning of each commencing financial year in advance;
2. That the Lease shall be deemed to have started running from 01.4.2006 to 31.3.2036, for a period of 30 years and shall be renewable subject to the consent of all the Partners surviving, at that point of time;
3. That the amount of Lease Rent shall be shared by each of the Lessors in the proportion of 50 % each, and shall be credited and be reflected in the annual accounts of each of the Lessors/Partners in the Lessee-Firm.
4. That any one or both the LESSORS, as a working partner of the said Lessee-firm shall sign and execute the Lease Deed on behalf of the Partnership Firm.
5. That the said Lease shall not be determinable before the period of 30 years, comes to an end. The said lease shall not affect the retirement of any of the Partners from the firm. The Lease over the said land shall continue to run as usual. The assets and liabilities of the Firm shall be dealt with in accordance with the provisions of the Indian Partnership Act.

FOR HOTEL HILL QUEEN

Partner

Uttaranchal
- 4 -

6. That in the event of the demise of any of the Lessors, his legal heir next in the line of succession or as per the Will, if any, left behind by the deceased Lessor, shall step into the shoes of the deceased and shall succeed the said Lessor, to which the surviving Lessor shall have no objection.

7. That the Lessee-Firm, through both the partners, jointly, shall be entitled to pledge the said land and buildings thereon, mortgage or to give as a security, the same to any bank or financial institution in order to apply for loans from any Bank/s or Financial Institution/s for the development, construction and other building infrastructures for the completion of the said additional construction sanctioned by the Authorities Concerned and shall also enter into further Agreements or Contracts, Memorandum of Understanding of any nature, in respect of the leased land and the buildings standing thereon, for the promotion of the said additional construction with any other third party, persons and institutions, as the case may be;

8. That the Lessee-Firm shall use the said plot of land and its buildings, for the business and contracts of Partnership business only. However, it shall be lawful for the Lessee-firm to enter into joint ventures with a view to profit with any individual, firm or company or association with the consent of both the Lessors/Partners, together.

9. That all further agreements, contracts and undertakings with other/third parties shall be signed by both the Partners, jointly, failing which no contract shall be acceptable and implement able nor binding on the said partners and the Firm, in any manner whatsoever;

10. That the business of the Lessee-Firm is AT WILL and can be dissolved as and when decided by the partners hereto, mutually. In the case of dissolution of the firm, the net assets, including the demised land, shall be available after meeting out all the business liabilities, including loans, etc. and be distributed among the partners in equal proportion to their profit sharing ratio as referred to herein above.

11. That any dispute or difference with regard to the construction, meaning and effect of this deed or any part thereof, or respecting the accounts, accruing from this Lease Deed or the rights and liabilities of the parties under this deed, or relating to the dissolution or winding up of the business of the Lessee-Firm, or any other matter growing out of the Lease Deed, shall be referred to Arbitration and the decision of the Sole Arbitrator, Shri Bhagwan Singh Dhanai, son of Late Shri Man Singh, resident of Kulri Bazar, Mussoorie, District Dehradun, Uttaranchal and this clause shall be deemed to be a submission within the meaning of the Arbitration Act, including its statutory modifications, amendments and re-enactment, etc., as the case may be.

12. That Stamp Duty on the said Lease Deed is being paid in terms of Article 35(a)(v) in Schedule I-B of the Indian Stamp Act, 1899 (as Amended) for a consideration equal to six times the amount or value of the average annual rent reserved: being Rs.101 x 6 = Rs.606/- on which stamp duty is being paid accordingly.

FOR HOTEL HILL QUEEN

Handwritten signature
Partner

Handwritten signature

IN WITNESS WHEREOF all the parties have hereunto set and subscribed their respective signatures, in the presence of the witnesses mentioned herein below, on the day, month and year first mentioned above

(LESSOR NO.1)

Ajay Vaish

(LESSOR NO.2)

FOR HOTEL HILL QUEEN

Ajay Vaish

(LESSEE-FIRM)
Partner

(Finger Prints of the LESSORS & the LESSEE-FIRM, through its Partners under the provisions of Section 32-A of the Indian Registration Act, 1908)

Name & Address of the (LESSOR NO.1):-

Shri Umesh Kumar Vaish, (PAN No.AAIPV5838P)

s/o. Late Shri Moti Lal Vaish,

r/o Summer Villa Estate, Kulri,

The Mall, Mussoorie, Distt. Dehradun, Uttaranchal.

LEFT HAND:

Little-finger



Ring-finger



Middle-finger



Index Finger



Left-Thumb



RIGHT HAND:

Right Thumb



Index Finger



Middle-finger



Ring Finger



Little-finger



(LESSOR NO.1)

Umesh Kumar Vaish

FOR HOTEL HILL QUEEN

Umesh Kumar Vaish
Partner

Ajay Vaish

Name & Address of the (LESSOR NO.2):-

Shri Ajay Vaish, (PAN No.AAIPV5836D)

s/o. Late Shri Motilal Vaish,

r/o Summer Villa Estate, Kulri,

The Mall, Mussoorie, Distt. Dehradun, Uttaranchal

LEFT HAND

Little-finger



Ring-finger



Middle-finger



Index Finger



Left-Thumb



RIGHT HAND:

Right Thumb



Index Finger



Middle-finger



Ring Finger



Little-finger



Ajay Vaish

(LESSOR NO.

Name & Address of the (LESSEE-FIRM):-

M/s. HOTEL HILL QUEEN, (PAN No.

Registered Office at Hotel Hill Queen, Summer Villa Estate, Kulri, The Mall, Mussoorie, Distt. Dehradun, Uttaranchal, Through (1) Shri Umesh Kumar Vaish,

s/o. Late Shri Motilal Vaish, r/o Summer Villa Estate, Kulri,

The Mall, Mussoorie, Distt. Dehradun, Uttaranchal AND (2) Shri Ajay Vaish, s/o. s/o. Late Shri Motilal Vaish, r/o Summer Villa Estate, Kulri,

The Mall, Mussoorie, Distt. Dehradun, Uttaranchal

LEFT HAND:

Little-finger



Ring-finger



Middle-finger



Index Finger



Left-Thumb

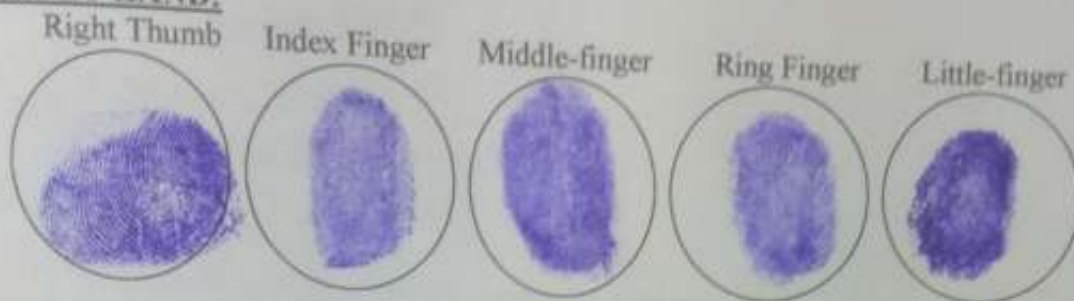


FOR HOTEL HILL QUEEN

Umesh

Ajay Vaish

RIGHT HAND:



FOR HOTEL HILL QUEEN

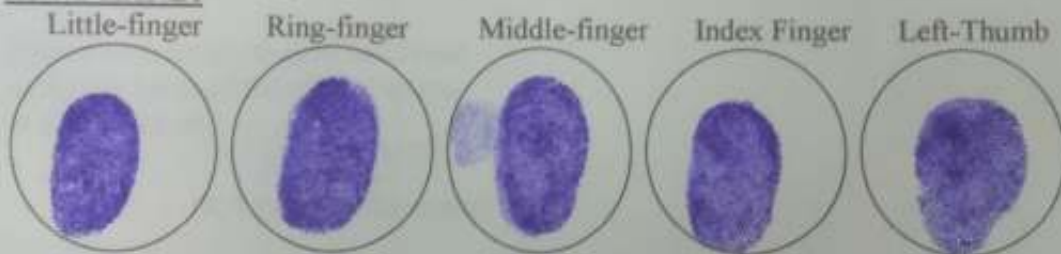
Apay Vaid

U. V. B. Singh
Partner

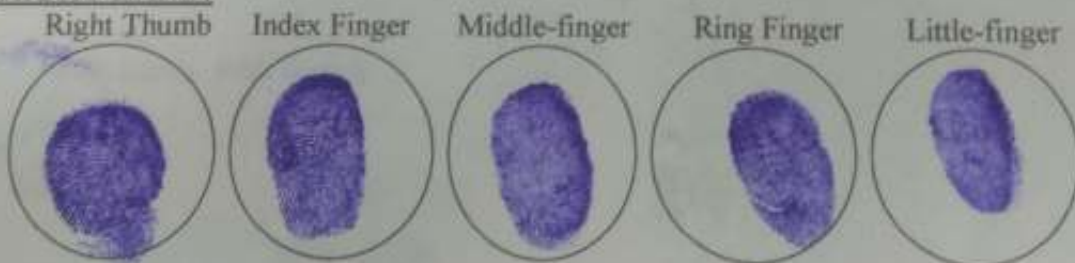
(LESSEE-FIRM)

M/s. Hotel Hill Queen

LEFT HAND:



RIGHT HAND:



(LESSEE-FIRM)

M/s. Hotel Hill Queen

U. V. B. Singh

FOR HOTEL HILL QUEEN

Apay Vaid

U. V. B. Singh
Partner

WITNESSES:

- Gaurav Vaish*
1. GAURAV VAISH
S/O MR. UNESH KUMAR VAISH
HOTEL HILL QUEEN
OPP. ROPEWAYS, THE MALL
MUSCOORIE, UTTARANCHAL
- Ankit Vaish*
2. ANKIT VAISH
S/O MR. AJAY VAISH
HOTEL HILL QUEEN,
MUSCOORIE- 248179. U.A.

Photos attested by, drafted and typed
under the instructions of the Parties,
in the Office of:

R. S. Panwar
(R. S. Panwar, Advocate)

FOR HOTEL HILL QUEEN

Ajay Vaish
Partner

SITE PLAN OF SUMMER VILLA ESTATE THE

MALL MUSSOORE (U.R)

AREA OF LEASED LAND IS - 6487.00 SQ FT IS SHOWN

IN RED BOUNDARY

LESSOR - SH. UMESH KUMAR, VASHT & SH. ASAY VASHT

LESSEE - M/S HOTEL MALL MOORE

