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विकास प्राधिकरण Delhi Development Authority

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पूर्त प्रयोग :LAND USE (CMM (HOTEL))

For Asian Hotels Limital,

पहांचारी/करोदार

पहांचारी/करोदार

LESSEE/VENDEE

Plot No.
Block No.
Block No.
Block No.
Green!

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For Asian Hotels Limital,

Carrier

Plot No.
Block No.
Block No.
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Area 20,000. Special (Augusta)

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thousand Nine hundred and Alfan BETWEN THE DELHI DEVELOPMENT AUTHORITY (a body corporate constituted under the Delhi Development Act (No.61 of 1957) through its Vice-chairman (hereinafter called "the Lessor") of the one part and MAN ASIAN HOTELS LIMITED, a company registered under the Companies Act (hereinafter called "the Lessee") of the other part.

WHEHEAS an auction was conducted on 9th day of September, 1980 for the grant of lease of the plot of land, belonging to the Lessor, hereinafter described on the terms contained in the conditions of Auction and terms, conditions and convenants contained in the form of perpetual lease.

AND WHEREAS the bid offered by the Lessee being the highest bid,

NOW THIS INDENTURE WITNESSEE that, in consideration of the premium of E.4,36,00,000/-(Rupees four crores and thirty six lacs only) paid before the execution of these presents (the receipt whereof the Lessor hereby acknowledges) and the rent hereinafter reserved and of the covenants on the part of the Lessee hereinafter contained the Lessor doth hereby demise unto the Lessee all that plot of land being hotel plot containing by admeasurement an area of 20,000 sq.mts. or thereabouts situated at District Centre in layout plan of Ehikaji Cama Place, R.K.Puram, which plot is more particularly described in the Schedule-I hereunder written and with boundaries thereof for greater clearness have been delineated on the plan annexed to these presents and thereon coloured red (hereinafter

For Asian Hotels Limited,

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Director (Landau anti-dependent)

Delhi Development Authority

New Delhi.

NEW DELHI SO 6 03 Or

referred to as "the hotel plot") .

TOGETHER with all rights, easments and appurtenances whatsoever to the said plot belonging or appurtaining TO HOLD the premises hereby demised unto the Lessee in perpetuity from 21st day of January One thousand Nine hundred and eighty-one yielding and paying therefor yearly rent payable in advance @ Ra. 1/- (Rupee One only) for the first two years upto 8th day of September, One thousand Nine hundred and eithty-two or the date of commencement of Asiad-1982 whichever iss earlier and thereafter at the rate of two-and-a-half percent (210 per annum of the premium or such other enhanced rent as may hereinafter be assessed under the coverents and conditions hereinafter contained clear of all deductions the first of April each year at the the the the in Indra Prastha Estate. as may be invalied by the Lessor for this New Delhi, or at such purpose, from time to time, the first of such payment to be made on 14th day of January, One thousand Mine hundred and Eighty-two and the rent amounting to Rsval ____ (Rupees Aco only only) from the date of the commencement of this lease to the last mentioned date having been paid before the execution of these presents.

Subject always to the exceptions, reservations, covenants and conditions hereinafter contained, that is to say, as follows:-

1. The Lessor excepts and reserves unto himself all mines, minerals, coals, gold-washing, earth oil and quarries in or under the plot and full right and power at all time to do all acts and things which may be necessary or expedient for the purposes of searching for, working obtaining, removing and enjoying the same without providing or

For Asian Herela Limited.

Director (Lassa Samue forecas), Delhi Development Authority New Delhi.



leaving any vertical support for the surface of the plot or for any building for the time being standing thereon provided always that the Lessor shall make reasonable compensations to the Lessee for all damages, directly occasioned by the exercise of the rights hereby reserved or any of them.

- II. The Lessee for himself, his heirs, executive administrators and assigns covenants with the Lessor in the manner following, that is to say:
- (1) The Lessee shall pay unto the Lessor the yearly ment hereby reserved on the days and in the manney the reserved or appointed.
- nor alter the size of the plot whether by Sio division, amalgamation or otherwise, unless specifically permitted to do so by the Lessor.
- (3) (a) The Lessee shall, within a period of two years, from the date of offer of possession of the plot or before the commencement of Asiad, 1982, whichever is earlier (the time so specified shall be the essence of the contract) after obtaining designs, plans and specifications, from the Delhi Development Authority, at its own expense, erect upon the plot and complete a hotel building with the requisite and proper walls, sewers and drains and other conveniences in accordance with the sanctioned building plan and to the satisfaction of such municipal or other authority and the Lessee commences the functioning of the hotel immediately thereafter.
- (b) The Architectural restrictions to be observed in regard to the construction of the building will be as given in the drawing of the hotel plot annexed hereto as schedule II.

For Asian Hotels Limited,

Delhi Development Authority
New Delhi.

(4) (a) The Lessee shall not be entitled to sell, sub-let, transfer, assign or otherwise part with the possession of the whole or any part of the hotel plot before or after erection of the building except with the prior consent in writing of the Lessor which he shall be entitled to refuse in his absolute discretion. Provided that such consent shall not be given for a period of 10 (ten) years from the commencement of this lease unless in the opinion of the lessor exceptional circumstances exist for the transfer of such consent. In the event of permission between the premium paid and the market value of the land at the time of the transfer of the plot, would be paid to the Lessor.

Trovided further that in the event of the consent being given the Lessor may impose such terms and conditions as he nothiks fit and the Lessor shall be entitled to claim and recover a portion of the unearned increase in the value (i.e. the difference between the premium paid and the market value) of the plot at the time of sale, transfer, assignment, or parting with the possession, the amount to be recovered being fifty percent of the unearned increase and the decision of the Lessor in respect of the market value shall be final

Asian Harala Limited

and binding. "

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Director(Patronamy)

Delhi Development Authority

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(4) (a) "A copy of the memorandum and articles of sociation as on the date of execution of this least deed is annexed herewith as Schedule-III of this Deed. The names of the persons with their signatures constituting the lessee/more public Ltd. Co. are also stated on the margin of every page

public Ltd. Co. are also stated on the margin of every page of this deed. This lease shall stand automatically terminat if there is any change in the constitution of Ltd. Company (as on the date of execution of this deed) without the prior approval of the Lessor."

the Lessee may, with the previous whisent in writing of the Lessor (Vice-Chairman, Delor evelopment authority) mortgage or charge the hotelesses the Limitance Corporation, a Scheduled Bank or an other financial agency as may be approved by the Lessor in his absolute discretion.

PROVIDED THAT, in the event of the sale or foreclosure of the mortgaged or charged property, the Lessor shall be entitle to claim and recover the fifty percent of the unearned increase.

in the value of the hotel plot as aforesaid, and the amount of
the Lessor's share of the said unearned increase shall be a
first charge, having priority over the said mortgage or charg
The decision of the Lessor in respect of the market value of
the said plot shall be final and binding on all parties
concerned.

PROVIDED FURTHER THAT the Lessor shall have preemptive right to purchase the mortgage or charged property and take over th Hotel plot along with the building or part thereof that may have been constructed thereon by paying the market value, after deducting fifty percent of the unearned increase as

For Asian Hotels Limited,

Director(Leasure or Capacity Delhi Development Authority

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aforesaid.

The lessee may with prior permission of the Lessor in writing can use or permit to be used, rent, sell, transfer or assign or part with the possession of the whole or part of the commercial floor space as described in clause 12 of the architectural control restricted to 7% of the permissible floor space for purposes ancillary to the Hotel. The written permission will be granted on payment of &.500/- (Rupees five hundred only) for each case of sale/transfer on such terms and conditions as may be prescribed by the Lessor.

- The Lessor's right to recovery of fifty partial of the unearned increase and the pre-partial partials to purchase the property as mentioned here the shall which shall be an involuntary sale or transfer whether it is a for through an executing or insolvancy court.
- (7) Whenever the title of the Lessee in the hotel plot is transferred in any manner whatsoever the transferree shall be bound by all the covenants and conditions contained therein and be answerable in all respects therefor.
- (8) Whenever the title of the Lessee in the hotel plot is transferred, in any manner whatsoever the transferer and the
 transferee shall, within three months of the transfer, give
 notice of such transfer in writing to the Lessor.

 In the event of the death of the Lessee the person on whom
 the title of the deceased devolves shall, within three months of
 the devolution give notice to the Lessor of such devolution.

For Asian Harda Limited

Director(Manufactor)
Delhi Divelopment Authority
New Delhi

The transferee of the person on who have believed ves, as the case may be shall supply the Lesson of the documents evidencing the transfer or devolution.

- (9) The Lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every discription which are now or may at any time hereafter during the continuance of this lease be assessed charged or imposed upon the hotel plot hereby demised or any building to be frectathereupon or on the landlord or tenant in respect thereof.

 (10) All arrears of rent and other than the spect of the second o
- (10) All arrears of rent and other than due to essect of the hotel plot or building constructed thereore each demised shall be recoverable in the same manner as arrears of land revenue.
- (11) The Lessee shall in all respects comply with and be bound by the building, draingage and other bye-laws of the proper municipal or other authority for the time being in force.
- (12) The Lessee shall not without sanction or permission in writing of the proper municipal or other uauthority erect any building or make any alteration or addition to such building on the hotel plot.
- (13) If it is discovered that this lease has been obtained by suppression of any fact or by any misrepresentation, mis-statement or fraud or if there shall have been in the opinion of the Lessor whose decision shall be final, any breach of the conditions of the lease, the lease shall be cancelfed and the possession of the plot and the building thereon shall be taken

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Davetorf Authority Del'd Development Authority New Palbi over by the Lessor and the Lessee share proper entitled to any compensation.

(14) The yearly rent hereby reserved shall be enchanced from the first day of January two thousand and eleven and there after, at the end of each successive period of thirty years, provided that the increase in the rent at each enhancement shall not exceed 100% of that immediately before the enhancement is due.

(15) The Lessee shall not without the lesse that the Lesse

carry on on permit to be carried on the house to or in any building thereon any trade of business whatsoever (except those permitted by the Lessor expressly) or use the same or permit the same to be used for any purpose other than that of a hotel or do or suffer to be done therein any act or thing whatsoever which in the opinion of the lessor may be nuisance, annoyance or disturbance to the Lessor and persons living in the neighbourhood.

Provided that if the Lessee is desirous of using the said hotel plot or the building thereon for a purpose other than that of hotel the Lessor may allow such change of user on such terms and conditions including payment of such additional premium and additional rent as the lessor may in his absolute discretion determine.

- (46) The Lessee shall not be entitled to sub-divide the plot or to amalgamate it with any other plot.
- (17) The Lessee shall at all reasonable time grant access to the hotel plot to the Lessor (Vice-Chairman, Delhi Development Authori or his authorised agent for being satisfied that the covenants and conditions

Fact-Asian Hotale-Limited,

Director (Leastr. 1200)

Delhi Development Authority

New Delhi

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contained herein have been and are b The Lessee shall on the determination

(18) ase peaceably yield up the said plot and the building thereon unto the Lessor.

(19) APPROVAL OF DRAWINGS AND MANDATORY ARCHITECTURAL CONTROL. Twe Lessee shall have to observe the mandatory architectural control conditions as prescribed for the : wtel plot which shall executed form part of the lease deed to be annexed hereto as schedule II A. All the mandatory controls in the drawings are to be observed by the Lessee and his Architects. The Lessee shall have to

reserve a space for electric transformer within the building Transport Undertaking. in consultation with the Delhi Elegarica

If the yearly rent herebore to or a light hereof shall at any time be in arrears and would for one salendar month next after any of the days thereon the same shall have become due, whether the same shall have been demanded or not or it is discovered that this lease has been obtained by suppression of any fact or by way of misstatement, mis-representation or fraud a r if there shall have been in the opinion of the Lessor whose decision shall be final, any breach by the Lessee or by any person claiming through or under him or any of the covenants or conditions contained herein and on his part to be Observed or performed, then and in any such case it shall be lawful for the Lessor, nowithstanding the waiver of any previous casse or right of re-entry upon the plot and the building and fixtures thereon, and thereupon this lease and everything therein contained shall cease and determine and the Lessee shall not be entitled to any compensation whatsoever not even to the return of any premium, by hims

PROVIDED that, notwithstanding anything contained therein to

Director (Delhi Development Authorit New Dellii

the contrary, the Lessor may without prejudice to his right of re-entry as aforeseid, and in his absolute discretion waive or endone breaches, temporarily or otherwise on receipt of such amount and on such terms & conditions as may be determined by his and also accept the payment of the rent which shall be in arrest as aforesaid together with interest at the rate of twelve per coper annum.

IV. No forfeiture of re-entry shall be effected untill to Lessor has served on the Lessee a notice in writing.

- a) specifying the particular breach complained of, and
- b) if the breach is capable of remedy, requiring the lessee to remedy the breach.

and if the Lessee fails within the such reasonable time as may be mentioned in the notice in remedy the last of it is capable of remedy and in the event of forfeithfor re-entry the Lesson may, in his discretion, relieve that forfeither on such terms and conditions as he thinks

Nothing in this clause chall apply to orfeiture or entry.

- a) for breach of comments and conditions relating to sub-division, amalgamation, erection and completion of building within the time provided and transfer of the plot as mentioned in clause II, or
- b) in case this lease has been obtained by suppression of any fact, mis-statement, wis-representation or fraud.

V. In the event of any question, dispute or difference arising under these presents or in connection therewith (except as to any matters the decision of which is specially provided for by these presents), the same

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For Asian Horela Limited,

of the Vice-Chairman or any other person appointed by him. It will be no objection that the arbitrator is a servant of the Lessor and that he has to deal with the matters in which the least relates, or that in the course of his duties as a servant of the Authority, he has expressed his views on all or any of the matter in Aspute or difference. The award of the arbitrator shall be final and binding on the parties.

The arbitrator may with the consent of the parties, enlarge the time, from time to time, for making the publishing the award.

Subject as aforesaid, the Arbitratoms Act, 1940, and the Rules thereunder and any modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under this clause.

VI. All notices, orders, directions, consents or approvals to be given under this lease shall be in writing and shall be signed by such officer as may be authorised by the Mice-Chriman and shall be considered as duly served upon the life or any person claiming the right to the hotel plot in the same shall have been affixed to any building or erection there is the telephone of the lease or such person.

VII. a) Ill powers exertisable by the Lessor under this lease may be exercised by the Vice-Chairman. The Lessor may also authorise any other officer or officers to exercise all or any of the powers exercisable by him under this lease.

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For Asian Hotels Limited,

Director(Lase) (Asset Asset See Delhi Development Assets or New Dellin

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b) The Vice-Chairman may that any officer or officers to exercise under this lease except powers of the Lessor exercisable by him by virtue of sub-clause (a) above.

c) This lease is granted under the Government Grants lct, 1895 (Act XV of 1895).

VIII. In this lease the expression "The Vice-Chairman" means the Vice-Chairman of Delhi Development Authority for the time being or in case his designation is changed or his office is abolished, the officer who for the time being is entrusted, whether or not in addition to other functions with the functions similar to those of the Vice-Chairman by whatever designation such officer may be called. The said expression shall further include such officer as may be designated by the Lessor to perform the functions of the Vice-Chairman under this lease.

IX. The expression "the lessor" and the Lessee" hereinbefore used shall where the context and the inclusion in the case of the Lessor his successor the lessee his heirs, executor administrated soft legal representatives and the person or persons in whom the lease hold interest hereby created shall for the time being be vested by assignment or otherwise.

IN WITNESS WHER LOF Shri Allok Bakefi

for and on behalf of end by the order and direction of the Lessor has bereinto set his hand and Shri Suddie Kraner Supto Executive Holes Cimilo the lessee, has hereunto set his hand the day and year first above wirtten.

THE SCHEDULE I ABOVE REFERRED TO

All that plot of land being the Hotel plot earmarked as such in the layout plan of the District Centre of Bhikaji Cama Place,

Contd.....13/-

For Asian Hogels Limited.

Director(' est

Delhi Davel page 1

R.K. Puram sanctioned by the Delhi Development Authority measuring 20 000 - 60 sq.mtrs. or thereabouts bounded as follows:-

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and shown in the annexed plan and marked in red. its boundaries

THE SCHEDULE III ABOVE REFERRED TO

Signed by Shri Ashok Bauch

for and on behalf of and order and direction of the Vice-Chairman, inter Delhi Development Authority (Le Belly Devel process control New Delin in the presence of:

1) Shri Sev O P. Allowet Agai ADA signed by Shristickie Kummy Tuple L'availine Dilletol, As no stotel's bounted (Lessee) in the presence of:

> 1) Shri Witay Kumar 1 11) Shrift Claron Concers P.R.O. Assan Horals line 1201

En Asian Hotels Limited,

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ARCHITECTURAL CONTROL CONDITIONS FOR FIVE-STAR HOTEL PLOT AT BHIKAJI CAMA PLACE (R K PURAM DISTT: SHOPPING CENTRE)

The hotel plot is meant exclusively for the construction of a five-star hotel with its ancillary facilities. No portion of the plot or the building thereupon shall be permitted for any other use except the hotel and other functional components of the hotel. The details, terms and conditions of the plot are as under:

2. DETAILS OF THE PLOT:

rooms

WAS LED INTO REFERENCE

(a) Plot area 2 H.A. 20,000 sq.mts.

30,000 sq.mts. (b) Total floor area (c) Max ground coverage 30% 6,000 sq.mts.

(d) Max. first floor 6,000 sq.mts.

coverage (e) Max. coverage on each

upper floors 25% 5,000 sq.mts. (f) Minimum number of guest 325

(g) Maximum height permissible 35 mts. from the general ground level.

ground level. (h) Basement

Single basement with a maximum area of 10,000 sq.mts. In case two basements are envisaged the maximum area of each basement not to exceed 8000 sq.mts.

To be provided at the rate of 1.14 car space for every 92.9 sq.mts. (1000 sq.ft.) of built up space within the curtilage of the building/basement(s) and an additional parking to the extent of 1.14 car space for 92.9 sq.mts. (1000 sq.ft.) of the built up space, subject to the conditions that minimum 50% of the open space around the building should be left for greenery/landscaping.

Not less than 30% of the plot area shall be utilised for landscaping.

As specified in the layoutplan attached and detailed under para 11.

Only ancillary to the hotel in the form of a shopping arcade limited 2000 aq.mts. to 7% of the total floor space as under para 2(b)

Delhi Development Authority New Delli.

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(j) Landscaping

(k) Setbacks

(1) Commercial areas

3. GROUND FLOOR

A maximum coverage of 6,000 sq.mts. i.e.30% of the plots, area is permissible. This floor will be utilised for entrance hall, lobby, reception, restaurants, banquet halls, Director.

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shopping arcade; Public Relations Office(s), travel agencies banking & money exchange facilities and changing rooms for the swimming pool.

4. FIRST FLOOR:

The maximum coverage on this floor is similar to the ground floor coverage i.s.6,000 sq.mts. (30% of the plot area). This floor is to be utilised for activities as permissible for the ground floor.

5. UPPER FLOORS:

On second and floors above, the maximum coverage permissible is 5,000 sq.mts. (25% of the plot area) and would be utilised for the guest rooms along with ancillary facilities of the hotel only. A minimum number of 325 guest rooms are to be provided on these floors. In case it is desired to use the top floor for restaurant(s), suites and penthouses, these uses will be permitted.

6. MEZZANINE FLOOR/AREA:

The area of the mezmanine(s), if provided, will be counted in the floor area calculations.

7. BASEMENT:

The owner has a choice of one or two basements. A single basement with a maximum area of 10,000 sq.mts. is permissible In case two basements are to be provided the maximum area of each basement shall not exceed 8000 sq.mts. Not more than two basements are permitted. The basement(s) would be utilised mainly for parking, kitchen, laundry, air-condition ing plant any other equipments, storage and for the maintenance of services and the hotel infrastructure. In case the kitchen is provided in the tenance of services and the hotel infrastructure. In case the kitchen is provided in the tenance of the basement will be counted in the floor area will be counted in the floor area will be counted in the floor area will be counted in the satback as prescribed Major portion of Contract will be under the main hotel block.

HEIGHT:

8. HEIGHT:

HEIGHT:

A maximum height of 36 sq.mts. is permissible and will be calculated from the general ground level. No relaxation in the height is permissible

g. PARKING:

The parking is to be provided on the basis of the standard prescribed in para 2(1). This will be provided in the basement and also on the open area integrated with the landscaping. In the case of basement parking, a space standard of 350 sq.ft. per car shall be taken, whereas for open parking, the standard will be 250 sq.ft. per car space.

10. LANDSCAPING:

A minimum of 35% of the plot area shall be suitably land-scaped and no road or parking will be counted in this area. A swimming pool or an open-air restaurant will also not be considered as part of this area.

SOMMER SETBACKS:

Compulsory minimum setbacks on all the four sides of the plot have been specified. Towards the Ring Road and the

Fas Asian Horela Limited.

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Vivekananda Marg a minimum setback of 15.24 mts. (50 feet) respectively has been specified and on the remaining two sides a minimum set back of 7.62 mts. (25 feet) shall be provided. No portion of the basement, building or any other construction will be permisted within these setbacks.

12. COMMERCIAL AREA:

Commercial area only ancillary to the hotel use such as shoppings arcade, public relations office(s), travel agencia banking & money exchange facilities etc. are permitted. no case such area should exceed 7% of the total floor area and can only be provided on the ground and first floors.

13. ADDITIONAL CONTROLS:

- (i) Since the hotel plot items forms a part of the Bhikaji Cama Place (District Centre) for which a specific architectural control has been prescribed/approved, the builder will ensure to harmonise the building with architectural control of other buildings of the complex.
- (ii) The hotel plot is being sold with the condition that it will conform to all the existing rules and regula-tions concerning the construction of a five-star hotel in Delhi and should fulfil all the requirements of the ITDC for such a hotel. The building should also conform to the building and other local and municipal bye-laws concerning the construction and operation of a hotel in Delhi.
- (iii) Permissible chajja projections, sun shades canopies as per bye-laws will not be county towards ground floor coverage and floor coverage and floor area calculations.
 (iv) Building extensive the control of cladded with chizzled and dressed sand that the colpur store.
 (v) The building sail be designed and makervised by the qualified architect(s) registered with the Council of Architecture under the Architects Registration Act, 1972.

- (vi) An electric sub-station required by DESU shall have to be provided in consultation with them and within the building plot itself. Their approval to its location shall be submitted to the DDA before clearance of the plans.
- (vii) Fire Fighting arrangements shall have to be got approved from the Chief Fire Officer. A copy of their approval shall be submitted to the DDA along with the
- (viii) A pedestrian link from the hotel to the main plazza of the district Centre Complex is mandatory. The way it is to be provided is left with the builder/architect of the building.

14. SUBMISSION/APPROVAL OF THE BUILDING PLANS:

(i) The preliminary building plans shall first be pre-pared in consultation with the Chief Architect and other concerned authorities including the Delhi Urban Art Commission, Fire Department and DESU etc. before preparing and submitting the detailed building plans for approval.

For Asian Hotels Limited,

Executive Director

Director (Service Asserta Pelhi Development Asthority

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- (ii) After the preliminary scheme is approved as stated in para (a) above, the lessee shall submit final building plans through their Architects to the DDA for approval with the following drawings:-
 - (a) Flans of all levels to the scale of 1:100
 - (b) All elevations and necessary sections clearly showing all the levels and vertical sections and circulation to a scale of 1:100.
 - (c)Details of all typical elements which form part of facade and the building to a scale of 1:25 with full specifications of the materials to be used.
 - (d) Parking, chrculation and landscape plans to appropriate scale.

NOTES:

The building shall be constructed according to the approved drawings and no changes shall be made either before or during the course of construction without the prior approval of the Delhi Development Authority in writing.

During the construction of the building any authorised D.D.A. Architect/Engineer(s) can inspect the work to ensure that the execution is in accordance with the approved building is—implans/architectural control and sale, conditions.

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Asian Horels Limited,

Delhi Development Authority New Delhi.

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> L.A.O. (C.L.) D.D.A. New Dalls