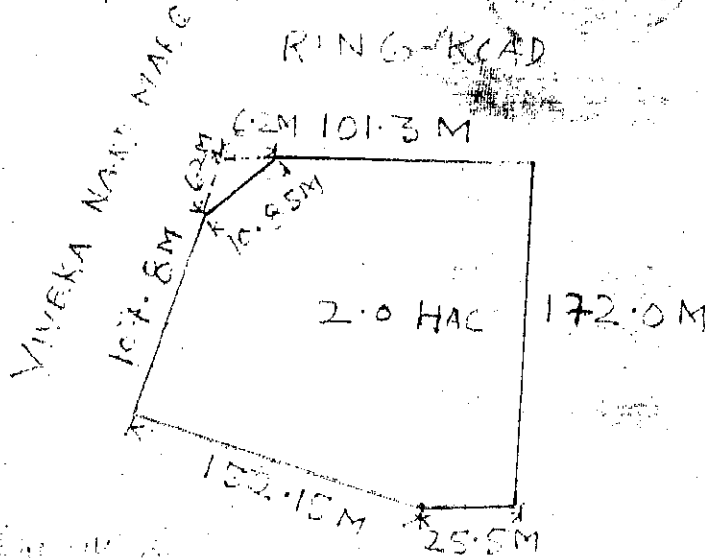


LDP

दिल्ली विकास प्राधिकरण
Delhi Development Authority

प्लॉट नं० HCTEL PLOT ब्लॉक नं०
Plot No. Block No.
योजना RES. DISTRICT CENTRE दिल्ली I
SCHEME RES. DISTRICT CENTRE DELHI
भूमि प्रयोग :— LAND USE COMM. (HOTEL)
स्केल Scale NOT TO SCALE



क्षेत्र : वर्ग मज/वर्ग
Area 20,000. ~~20,000~~ /Sq

For Asian Hotels Limited,

Executive Director

पट्टाधारी/बरीदार
LESSEE/VENDEE

दिल्ली विकास प्राधिकरण न
Director
Delhi Development A
Delhi Development A
पट्टाधारी/बरीदार
New LESSOR/VE

DD.



referred to as "the hotel plot").

TOGETHER with all rights, easments and appurtenances whatsoever to the said plot belonging or appertaining 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 @ Rs. 1/- (Rupee One only) for the first two years upto 8th day of September, One thousand Nine hundred and eighty-two or the date of commencement of Asiad-1982 whichever is earlier and thereafter at the rate of two-and-a-half percent (2½) per annum of the premium or such other enhanced rent as may hereinafter be assessed under the covenants and conditions hereinafter contained clear of all deductions. The yearly payment of the first of April each year at the residence of the Lessor in Indra Prastha Estate, New Delhi, or at such place as may be notified by the Lessor for this purpose, from time to time, the first of such payment to be made on 14th day of January, One thousand Nine hundred and Eighty-two and the rent amounting to Rs. 1/- (Rupees One 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

For Asian Hotels Limited.
Executive Director

Director (Lease Management)
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 rent hereby reserved on the days and in the manner to be appointed.
- (2) The Lessee shall not deviate in any manner from the layout plan nor alter the size of the plot whether by subdivision, 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,

Executive Director

Director
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 grant of such consent. In the event of permission being granted, the Lessor shall be entitled to the unearned increase in the value of the land, i.e. the difference 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.

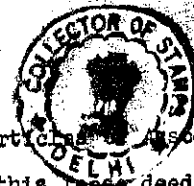
"Provided further that in the event of the consent being given the Lessor may impose such terms and conditions as he thinks fit and the Lessor shall be entitled to claim and recover a portion of the unearned increase in the value (i.e. the difference between the premium paid and the market value) of 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 and binding."

For Asian Hotels Limited
Executive Director

For Asian Hotels Limited
Executive Director



Director
Delhi Development Authority
New Delhi.



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

(b) Notwithstanding anything contained in sub-clause (a) above, the Lessee may, with the previous consent in writing of the Lessor (Vice-Chairman, Delhi Development Authority) mortgage or charge the hotel plot with the Life Insurance Corporation, a Scheduled Bank or any 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 entitled 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 charge. 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 the 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 Agian Hotels Limited,

Executive Director

Director
Delhi Development Authority
New Delhi.

aforesaid.

Executive Director

(5)

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 Rs. 500/- (Rupees five hundred only) for each case of sale/transfer on such terms and conditions as may be prescribed by the Lessor.

(6)

The Lessor's right to recovery of fifty per cent of the unearned increase and the pre-emption rights to purchase the property as mentioned here shall be null and void in the event of an involuntary sale or transfer whether it is through an executing or insolvency court.

(7)

Whenever the title of the Lessee in the hotel plot is transferred in any manner whatsoever the transferee 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 transferor 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 Hotels Limited
Executive Director



Director
Delhi Development Authority
New Delhi

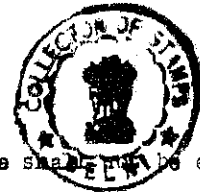


- () The transferee of the person on whom the lease devolves, as the case may be shall supply the Lessor with copies of the documents evidencing the transfer or devolution.
- (9) The Lessee shall from time to time and at all times pay and discharge all rates, taxes, charges and assessments of every description 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 erected thereupon or on the landlord or tenant in respect thereof.
- (10) All arrears of rent and other dues due in respect of the hotel plot or building constructed thereon hereby 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, drainage 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 authority 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 cancelled and the possession of the plot and the building thereon shall be taken

For Asian Hotels Limited.

Executive Director

Director
Delhi Development Authority
New Delhi.



over by the Lessor and the Lessee shall not be entitled to any compensation.

- (14) The yearly rent hereby reserved shall be enhanced from the first day of January two thousand and eleven and thereafter, 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 written consent of the Lessor carry on or permit to be carried on the hotel plot 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.

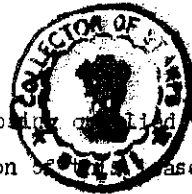
Provided that if the Lessee is desirous of using the said hotel plot or the building thereon for a purpose other than that of hotel the Lessor may allow such change of user on such terms and conditions including payment of such additional premium and additional rent as the lessor may in his absolute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

- (16) 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 Authority or his authorised agent for being satisfied that the covenants and conditions

For Asian Hotels Limited,

Executive Director

Director (Legal Services)
Delhi Development Authority
New Delhi



contained herein have been and are being complied with.

- (18) The Lessee shall on the determination of the lease peaceably yield up the said plot and the building thereon unto the Lessor.

(19) APPROVAL OF DRAWINGS AND MANDATORY ARCHITECTURAL CONTROL.

The Lessee shall have to observe the mandatory architectural control conditions as prescribed for the hotel plot which shall form part of the lease deed to be ^{executed} 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 in consultation with the Delhi Electricity Supply Undertaking.

For Asian Hotels Limited,
Executive Director

III. If the yearly rent hereof or any part thereof shall at any time be in arrears and unpaid for one calendar 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 mis-statement, mis-representation or fraud or 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, notwithstanding the waiver of any previous case 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 ^{paid} by him.

PROVIDED that, notwithstanding anything contained therein to

For Asian Hotels Limited,

Executive Director

Director
Delhi Development Authority
New Delhi

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

IV. No forfeiture of re-entry shall be affected until the 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 Lessee of it is capable of remedy and in the event of forfeiture of re-entry the Lessor may, in his discretion, relieve the Lessee of forfeiture on such terms and conditions as he thinks fit.

Nothing in this clause shall apply to forfeiture or entry.

- a) for breach of covenants 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, mis-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 shall be referred to the sole arbitration.



Contd....11/-

For Asian Hotels Limited,

Executive Director

Director (Development),
Delhi Development Authority,
New Delhi

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 Lease 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 dispute 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 Arbitration 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 Vice-Chairman and shall be considered as duly served upon the Lessor or any person claiming the right to the hotel plot if a copy of the same shall have been affixed to any building or erection or other technical drawing or otherwise upon the hotel plot or shall be delivered or sent by post to the then residence, office or place of business of the lessee or such person.

VII. a) All powers exercisable 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.



Contd.....12/-

For Asian Hotels Limited,

Executive Director

Director (Lease, Development)
Delhi Development Authority
New Delhi

-: 12 :-



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

c) This lease is granted under the Government Grants Act, 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 so admits include in the case of the Lessor his successors, assigns, heirs, executors, administrators 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 WHEREOF Shri Ashok Bakshi

(x)
of M/s Asian
Hotels Limited

for and on behalf of and by the order and direction of the Lessor has hereunto set his hand and Shri Sushil Kumar Gupta Executive Director the lessee, has hereunto set his hand the day and year first above written.

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 Hotels Limited,
[Signature]
Executive Director

[Signature]
Director
Delhi Development Authority

R.K. Puram sanctioned by the Delhi Development Authority measuring 20,000 - 00 sq.mtrs. or thereabouts bounded as follows:-

North Ring Road
East Service Road
South Service Road
West Vivekanand Marg

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

THE SCHEDULE ABOVE REFERRED TO
THE SCHEDULE II ABOVE REFERRED TO
THE SCHEDULE III ABOVE REFERRED TO

Signed by Shri Abhok Bawli

Director

for and on behalf of and order and direction of the Vice-Chairman, Delhi Development Authority (L.D.A.) New Delhi in the presence of:

1) Shri S. P. Ahlawat, Asst. Dir.

signed by Shri Sushil Kumar Gupta, Executive Director

Director, Asian Hotels Limited. (Lessee)

in the presence of:

1) Shri Vijay Kumar, Asst. Dir.

Company Asst. Asian Hotels Limited.

11) Shri Chandan Garg

P.R.O. Asian Hotels Limited.



For Asian Hotels Limited.
Executive Director

Chandan Garg

AB B

Director
Delhi Development Authority
New Delhi

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:

- | | | |
|--|---------|--|
| (a) Plot area | 2 H.A. | 20,000 sq.mts. |
| (b) Total floor area | | 30,000 sq.mts. |
| (c) Max ground coverage | 30% | 6,000 sq.mts. |
| (d) Max. first floor coverage | | 6,000 sq.mts. |
| (e) Max. coverage on each upper floors | 25% | 5,000 sq.mts. |
| (f) Minimum number of guest rooms | | 325 |
| (g) Maximum height permissible | 35 mts. | from the general 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. |

CONVERTED INTO FREE HOLD
AND PERPETUAL LEASE DEED.
CANCELLED

(1) P. S. G. L.
L. S. G. L.
D.D.A. New Delhi

Director, Delhi Development Authority
New Delhi.

(j) Landscaping

(k) Setbacks

(l) Commercial areas

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 layout plan attached and detailed under para 11.

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

3. GROUND FLOOR

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

Asian Hotels Limited

Executive Director

Director
Delhi Development Authority
New Delhi.

-: 2 :-

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.e. 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 mezzanine(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-conditioning plant any other equipments, storage and for the maintenance of services and the hotel infrastructure. In case the kitchen is provided in the basement that much floor area will be counted in the floor area calculations. No portion of the basement will be counted in the setback as prescribed. Major portion of the basement will be under the main hotel block.

8. 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.

9. 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 30% of the plot area shall be suitably landscaped 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.

11. ZONING SETBACKS:

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

For Asian Hotels Limited.

Executive Director

Director
Delhi Development Authority
New Delhi

- 3 -

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 permitted within these setbacks.

12. COMMERCIAL AREA:

Commercial area only ancillary to the hotel use such as shopping arcade, public relations office(s), travel agency, banking & money exchange facilities etc. are permitted. In 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 ~~itself~~ 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 regulations 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 counted towards ground floor coverage and floor coverage and floor area calculations.
- (iv) Building exterior shall be clad with chizzled and dressed sandstone.
- (v) The building shall be designed and supervised by the qualified architect(s) registered with the Council of Architecture under the Architects Registration Act, 1972.
- (vi) An electric sub-station, as 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 plans.
- (viii) A pedestrian link from the hotel to the main piazza 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:

- (1) The preliminary building plans shall first be prepared 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
Delhi Development Authority

- 4 -

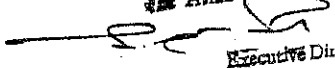
- (ii) After the preliminary scheme is approved as stated in para (a) above, the lessee shall submit final building plans through their Architects to the DDA for approval with the following drawings:-
- (a) Plans of all levels to the scale of 1:100
 - (b) All elevations and necessary sections clearly 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, circulation 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-in~~ plans/architectural control and sale conditions.

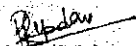
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The Asian Hotels Limited.

Executive Director


Delhi Development Authority
New Delhi.

CONVERTED INTO FREE HOLD
AND PERPETUAL LEASE DEED
CANCELLED


L.A.O. (C.L.)
D.D.A. New Delhi