



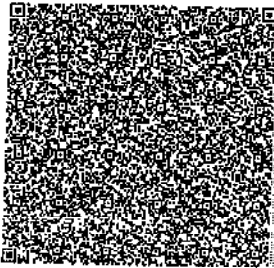
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# INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

## e-Stamp

Certificate No.	: IN-DL71730683270397P
Certificate Issued Date	: 17-Apr-2017 02:42 PM
Account Reference	: IMPACC (IV)/ di738503/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL73850344090949820425P
Purchased by	: ANANT RAJ LIMITED
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: ANANT RAJ LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: ANANT RAJ LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



Please write or type below this line

### MOTEL LEASE AGREEMENT

By and Between

M/s. Anant Raj Limited and M/s. Belmond Hotels Pvt Ltd

For Anant Raj Limited

For BELMOND HOTELS PVT. LTD.

Auth. Signatory

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#### Statutory Alert:

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## MOTEL LEASE AGREEMENT

THIS 'Lease Agreement' is ("Agreement") made and entered into on this 10<sup>th</sup> day of May, 2017 at New Delhi.

### **BY AND BETWEEN**

M/s. Anant Raj Limited, a company incorporated under the provisions of the Companies Act, 1956, and having its Office at Plot No.01, Sector-08, IMT Manesar, Haryana, represented through its Authorised Signatory, Mr. Pankaj Nakra (hereinafter collectively referred to as 'ARL/Lessor' which expression unless repugnant to the context and meaning thereof, shall mean and include its successors, administrators, executors and assigns) of the **ONE PART**;

### **AND**

M/s. Belmond Hotels Pvt Ltd a company incorporated under the provisions of the Companies Act, 1956 and having its Registered Office at Khasra no.1087/1088/1089/1090, Kharak Road, Sahoorpur, Satbari, New Delhi-110074 represented through its Authorised Signatory, Mr. Mandeep Singh S/o Sh. Harjeet Singh (PAN No. AQAPS9949L) (hereinafter referred to as 'BHPL/Lessee', which expression unless repugnant to the context and meaning thereof, shall mean and include its successors and permitted assigns) of the **OTHER PART**.

The Lessor and the Lessee may hereinafter be individually referred to as the "Party" and collectively as the "Parties".

**WHEREAS** the Lessor is the owner and has absolute right to use, occupy and possess property admeasuring 5.75 acres (approx) bearing Khasra No.5,6,7,8,9,10,11 & 14 situated at the area and Revenue Estate of Village Sharoorpur, New Delhi (hereinafter referred to as the "Demised Premises").

That Lessor has represented and held out that the Demised Premises which are fully detailed above and in schedule annexed hereto is the absolute property of Lessor and they are fully competent and authorized to let out the same without any impediment and further have represented and held out that the said demised premises are commercial and can be used for setting up and running a Motel and Hospitality Industry and believing the representation hold out by Lessor, Lessee has agreed to take on lease the said demised premises.

**AND WHEREAS** the Lessee has satisfied itself about right, title, permitted usage and applicable laws to the Demised Premises and has requested the Lessor to allow it to use the Demised Premises on lease basis for a limited period effective from 14.03.2017 (hereinafter referred to as the "Lease Commencement Date") till 31.08.2026 for the purpose of running and operating a motel banqueting services, event management services and other related activities.

**AND WHEREAS** the Lessor has agreed to allow the Lessee to use the Demised Premises on Lease basis (hereinafter referred to as the "said Lease") for limited period from the Lease Commencement Date on "AS IS WHERE IS" basis, subject to applicable laws of the land and on the terms and conditions hereinafter mentioned.

M/s Belmond Hotels Pvt Ltd have already carried out through inspection of the property & fully satisfied themselves with the current status of the same and have accordingly agreed to take over the property on as is where is basis on lease eff 14.03.2017. They are aware that the said property was being operated as a motel since the year 2009 and shall be taking over the property in running condition.

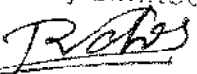
**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

#### **1. DEFINITIONS AND INTERPRETATION:**

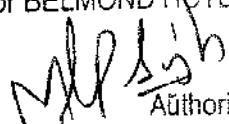
##### **Definitions:**

In this Agreement, unless the context or meaning otherwise requires, the following words and expressions as used herein shall have the following meanings:

For Anant Raj Limited

  
Auth Signatory

For BELMOND HOTELS PVT. LTD.

  
Authorized Signatory

- 1.1 "Agreement" or "this Agreement" or "Lease Agreement" shall mean this Agreement i.e. this Lease Agreement as originally executed and delivered or, if amended or supplemented in writing, as so amended or supplemented, and overrides all previous correspondence and representations made expressly or implied. The relationship of the Parties hereto shall be solely and exclusively governed by the terms agreed in this Agreement or such further amendments as may be agreed between the Parties in writing.
- 1.2 "Business" shall include the activity of F&B Services, banqueting services, event management services and other related activities in the Demised Premises and such other activities incidental to banqueting and event management services as may be permissible under applicable law and permitted by the competent authorities in writing as and where required.
- 1.3 "Equipment" shall mean and include all fixtures and movable equipment which is already provided, fixed / attached / placed in the Demised Premises by and at the sole cost of Lessor before the handing over of the Demised Premises to the Lessee and to be maintained by the Lessee at its own cost.
- 1.4 "Lease Rent" shall mean payment of Monthly Revenue Share to the Lessor by the Lessee as reserved in this Agreement subject to a Monthly Minimum Guaranteed ("MMG") amount of **Rs.41,00,000/-** (Rupees Forty One Lacs only) plus applicable taxes per month; whichever is higher; from the Lease Rent Commencement Date i.e. **01.09.2017 till 31.08.2020**.
- 1.5 "Lease Tenure" shall mean the Term of this Agreement hereinafter provided commencing from **14.03.2017** and shall be valid up to **31.08.2026**.
- 1.6 "IFSD" shall mean an Interest Free Security Deposit of an amount of **Rs.2,05,00,000/- (Rupees Two Crores Five Lacs only)** deposited by Lessee with the Lessor at the time of execution of the Lease Agreement.
- 1.7 "Revenue Share" shall mean the Lessor's percentage share equivalent to **27%** of the Lessee's Monthly Sales / Bookings / receipts / advances including but not limited to revenue generated from food and beverages, tents, lighting, decoration or any other facility / services, calculated on quarterly basis and shall be paid on yearly basis to the Lessor subject to deduction of MMG paid by the Lessee to the Lessor. No Revenue Share will be applicable on outsourced services.

## 2. INTERPRETATION

- (a) Headings and bold typeface are only for convenience and shall be ignored for the purpose of interpretation;
- (b) Unless the context of this Agreement otherwise requires:
- (i) words using the singular or plural number shall also include the plural or singular number, respectively;
  - (ii) words of either gender shall include the other gender;
  - (iii) the terms "hereof", "herein", "hereby", "hereto", "hereunder" and derivative or similar words refer to this entire Agreement or specified Clauses of this Agreement, as the case may be;
  - (iv) a reference to a "Clause", "Schedule", "Recital", "Preamble", appendix or "Annexures" refers to the specified clause, schedule, recital, preamble, annexure or appendix and shall include that provision and any regulations made in pursuance thereof as from time to time modified or re-enacted, whether before or after the date of this Agreement;
  - (v) reference to Applicable Law or to any provision thereof shall include references to any such Applicable Law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to any statutory provision shall include any subordinate legislation made from time to time under that provision;

- (vi) reference to the word "include" shall be construed without limitation; and  
(vii) any time period specified herein shall exclude the time period taken to obtain applicable regulatory approvals.

3. GRANT OF LEASE AND TERM OF THE AGREEMENT

- 3.1 Subject to Lessee making the payment of the MMG and Revenue Share, as the case may be, and all the other charges as reserved herein in this Agreement the Lessor hereby grants Lease to the Lessee to use the Said Demised Premises for a period effective from 14.03.2017 upto 31.08.2026.
- 3.2 It is clarified that upon expiry of the Lease Tenure, this Lease shall stand terminated and no extension or renewal thereof shall be granted or demanded by any party. However, after expiry of the Lease Tenure, both i.e. Lessor & Lessee may consider to execute a fresh Lease on mutually agreed terms & conditions.
- 3.3 In addition to Lease Rent, the Lessee shall pay applicable Service Tax or any other taxes related to the Lease Rent, levied at present or any time in future to the Lessor/concerned authorities without any delay or demur. At the time of registration the stamp duty charges will be borne by both the parties equally (50:50).
- 3.4 The Lessee understands and agrees that this Lease relates to the said Demised Premises on "AS IS WHERE IS" basis as per present existing structure and land use norms and as approved by the relevant authorities. The Lessee shall have no rights whatsoever, on any FSI / additional FSI approved or allowed by the Regulatory Authorities now or at a later date and Lessor shall be free to apply and obtain such additional FSI and carry out required construction and develop the additional FAR at its discretion.
- 3.5 The Lessee shall maintain the said Demised Premises as per the prevalent and acceptable and best available hospitality standards for the entire term of Lease.
- 3.6 The Lessee shall not have any right to sub-let, however the Lessee can conduct the permitted business through permitted assigns/subsidiaries under its brand name. The Lessee shall not have the right of outsourcing for the purposes of operating the permitted business during the entire term of the Lease.
- 3.7 The Lessee confirms that the Lessor shall always be in the actual physical possession of the Demised Premises and shall have absolute control over the same. In the event of revocation / termination of the Lease, the Lessor shall be entitled to restrict the entry and exit and any other easement rights of the Lessee in respect of the Demised Premises. The Lessee agrees, understands and confirms that it has not been handed over the actual physical possession of the Demised Premises but has been only provided with limited rights to operate from the Demised Premises under the authority of the Lessor.
- 3.8 The demised premises shall be used by the Lessee for the running and operating for Hospitality services/motel and for purposes of banqueting. BHPL may use the demised premises for such other purposes as may be permitted by the concerned authorities provided it has obtained the prior written approval of ARL for the same and has accepted to use the demised premises for such other use subject to the terms and conditions as may be specified by ARL in this behalf. The said written approval if found appropriate shall be given by ARL within 15 days from the receipt of such request from LESSEE.
- 3.9 The possession of the property is being taken over by LESSEE from ARL on an "As is where is" basis. BHPL has already executed the possession letter confirming that they have taken possession of the demised of the demised premises including all furniture, fixtures, equipments and fitments as per a separate list of such items exchanged between the parties which shall be signed and acknowledged by both parties. The said fitting and fixtures and fittings shall be returned by LESSEE to ARL on determination or termination of lease, in the same condition as in which it was handed over by ARL to LESSEE subject to wear and tear due to usage. However additional item put by the lessee can be removed at the time of vacation.

4. **LEASE RENT: MONTHLY MINIMUM GUARANTEE/ REVENUE SHARE**

- 4.1 In consideration of the permission granted by the Lessor to the Lessee to operate its business from the said Demised Premises, the Lessee shall make the payment of the Lease Rent as reserved herein in this Agreement.
- 4.2 Since the property has been handed over on "as is where is" basis and the same is currently operational, M/s BHPL have agreed to takeover the same as a running property and all operating and also refurbishment or upgradation expenses in any manner shall be borne by them effective 14.03.2017. Considering the same ARL has granted rent free period to BHPL eff 14.03.2017 till 31.08.2017. It is clearly understood and agreed by BHPL that all such expenses shall be done by BHPL in lieu of the rent free period being granted to them. Accordingly rentals shall commence after completion of the rent free i.e. 31.08.2017 therefore the rent shall commence from 01.09.2017.
- 4.3 The Lessee shall be liable to pay a MMG of Rs.41,00,000/- (Rupees Forty One Lacs Only) per month in advance w.e.f. 01.09.2017 to 31.08.2020 alongwith applicable Service Tax / Taxes etc. and subject to Tax Deduction at Source payable by Lessee to the Lessor in favor of the Lessor by or before 15<sup>th</sup> day of each English calendar month with effect from the Lease Rent Commencement Date on regular basis without any interruption during the entire tenure of the Lease. All delayed payments shall be payable alongwith interest at the rate of 18% percent per annum.
- 4.4 That the Lessee has herewith deposited in advance the payable MMG for the Lease Term through post dated cheques with clear instructions to the Lessor to present the same for encashment on its respective due dates against the payable MMG for the respective month. The Lessee hereby agrees, understands and confirms that since the Lessee is as on date liable to pay the MMG for the tenure of the Lessee, the Lessor becomes entitled to the payment of monthly advance MMG and hence the Lessor is liable to get the same honoured when presented for encashment. The details of the said cheques are attached in Annexure-A:
- 4.5 It is also agreed between both the parties that the above mentioned lease amount is the minimum guaranteed rent payable by LESSEE. LESSEE has also agreed to pay 27% revenue share of the net of taxes annual revenue generated from the property vis a vis the minimum guaranteed rent on the basis of "whichever is higher". The revenue share shall be payable for the rent free period also i.e. effective 14.03.2017 incase any business done by M/s. BHPL during this period. The Revenue Share of 27% of the net of taxes turnover achieved by M/s BHPL shall be calculated on quarterly basis and shall be paid on yearly basis for FY ending on 31<sup>st</sup> March every year.
- 4.6 In case the Revenue share works out more than the minimum guaranteed rent the same will be reimbursed in the first week of April every year.
- 4.7 The TDS payable on rent has been deducted from the PDC's issued by M/s LESSEE. They will ensure that the TDS is timely deposited and TDS certificates are issued to M/s ARL.

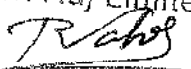
5. **INTEREST FREE SECURITY DEPOSIT ("IFSD"):**

- 5.1 The Lessee has deposited with Lessor an Interest Free Security Deposit ("IFSD") of an amount of Rs.2,05,00,000/- (Rupees Two Crores Five Lacs only) in terms of clause 1.6 as stated herein above, at the time of execution of the Agreement as per the details mentioned hereunder:

- DD/Chq no. 807005 dated 10.03.2017 for Rs.51,00,000/-
- DD/Chq no. 807046 dated 17.03.2017 for Rs.49,00,000/-
- DD/Chq no. 058844 dated 03.04.2017 for Rs. 25,00,000/-
- DD/Chq no. 096717 dated 11.04.2017 for Rs. 50,00,000/-
- DD/Chq no. 058931 dated 12.04.2017 for Rs. 25,00,000/-
- DD/Chq no. 504216 dated 09.05.2017 for Rs. 5,00,000/-

Duly acknowledged by ARL

For Anant Raj Limited

  
Authorized Signatory

For BELMOND HOTELS PVT. LTD.

  
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- 5.2 The IFSD shall remain deposited with the Lessor throughout the subsistence of the Lease Agreement and shall be refunded simultaneously upon the determination/early Termination of the Lease, subject to payment/deductions/ adjustment of outstanding dues, arrears, damages etc, payable by the Lessee and upon handing removal of all its belongings and vacation of the said Demised Premises, subject to normal wear and tear. It is clarified that all the equipment shall be handed over in a good working condition (as per inventory list) subject to normal wear and tear on account of efflux of time and usage.

**6. SECURITY AGAINST RENTALS**

- 6.1 Lessee hereby agrees that its Director, Mr. Mandeep Singh shall stand personal guarantee to ensure timely payment of monthly rent of the demised premises.
- 6.2 Timely payment of the minimum guarantee rent by Lessee is the essence of this Term Sheet and also the subsequent lease deed. Any delay beyond the due date(s) in such payments by the Lessee to the Lessor shall make the Lessee liable to pay all such dues together with an interest @ 1.5 % per month on amounts due. If the Lessee fails to make such payments together with the interests applicable within the period of 60 (sixty) days from the due date, the Lessor reserves right to terminate all the agreements with immediate effect and take over the property from Lessee without incurring any liabilities or damages or compensation in this regard, and grant an additional period of 15 (fifteen) days to settle all due payments along with applicable interest @ 1.5 % per month.

**7. TERM OF LEASE & LOCK IN PERIOD:**

- 7.1 The lease term shall be for the period from 14.03.2017 to 31.08.2026 and as mentioned above apart from the rent free period upto 31.08.2017, it will be split in 3 terms. 1<sup>st</sup> term commencing eff 01.09.2017 to 31.08.2020, 2<sup>nd</sup> term eff 01.09.2020 to 31.08.2023 and 3<sup>rd</sup> term eff 01.09.2023 to 31.08.2026. There would be a lock in period of 3 years (01.09.2017 to 31.08.2020) within which the lessee cannot terminate the lease of the demised premises. Incase Lessee terminates the lease of the demised premises within the first 3 years, Lessee will be liable to pay the balance rent due upto the term of the lock in period. The security to be given by the director of Lessee as per clause 7 hereinabove shall be valid throughout the term of this term sheet and the lease agreement to be executed.
- 7.2 After expiry of the 09 years of lease or earlier termination, as the case may be Lessee shall handover the possession of the demises premises as well as furniture's, fittings and fixtures to Lessor in the same condition as the demised premises and furniture's, fittings, and fixtures were when they were taken on lease, subject to wear and tear due to normal usage. The impact of depreciation shall be mutually accounted for in this clause.
- 7.3 Incase Lessee wish to continue the lease after the expiry of the 1st term of 3 years ending on 31.08.2020. The new rent eff 01.09.2020 shall be Rs.46.74 Lacs per month for the period 01.09.2020 to 31.08.2023 and for the 3rd term effective 01.09.2023 it will be further increased by 14% on Rs.46.74 Lacs i.e., Rs.53,28,360 per month.
- 7.4 The security deposit will also be enhanced to Rs. 233.70 Lacs eff 01.09.2020 (incase the lease deed renewed). Security Deposit shall always be enhanced as per the enhanced minimum guaranteed rent.
- 7.5 In the event the Lessee terminates this Lease Agreement before the expiry of the lock in period, then the amount of IFSD shall be forfeited and the Lessee shall be required and liable to pay to the Lessor the balance Lease Rent after adjustment of IFSD for the entire un-expired lock in period of the Lease. Any other dues shall also be cleared by the Lessee upon termination of lease deed.

7.6 The Lessor shall have a right to terminate this Lease Agreement at any time including prior to the expiry of the lock in period if the Lessor considers it expedient as a consequence of any change in law or due to any breach of the terms of this Agreement by the Lessee.

8. **Operation & obligations of Lessee**

- i) All expenses including but not limited to repairs refurbishment, electricity, water, salary and other miscellaneous operational expenses with effect from 14.03.2017 shall be borne and paid by LESSEE.
- ii) Also all refurbishment and replacement costs during the period of lease shall be borne by LESSEE.
- iii) LESSEE shall carryout maintenance of all assets in the property including the furniture's, fixtures, equipments and fitments in the property at its own cost and expenses.
- iv) The "Trading License" shall be obtained by Lessee in its name. Lessee will also get converted all approvals as may be required by Lessee for the purpose of operating and running the motel shall be obtained by Lessee in its own name and at its own cost and expenses. All necessary documents required by Lessee with regard to obtaining licenses shall be provided by Lessor.
- v) Lessor shall pay the property tax+ property insurance. All other taxes, cesses duties shall be borne and paid by Lessee.
- vi) All liabilities that arise in course of operating the motel and during period the property is in possession of Lessee, shall be the liability of Lessee and shall be borne by Lessee. Lessee shall keep LESSOR indemnified and reimbursed for any liability that may devolve on LESSOR due to any action or inaction on the part of Lessee. Any liability before 14.03.2017 will be of LESSOR.
- vii) In case of any notice/show notice/ demand/ litigation or the like received in relation to the use of the demised premises or carrying out operating by Lessee, Lessee shall attend the same at its own cost and expense. Provided always if any litigation or notice is received related to and touching the use of the demises premises, the same shall be the responsibility and liability of LESSOR. Incase there is any restriction on the use of property for the purpose as mentioned above due to any policy/law change of the Government and which impacts the operation & business of the property the same shall be mutually discussed between the parties with regard to the course of action.
- viii) Since Lessee is taking over the property in a running condition all expenses of general repairs of the property including equipments and further procurement of all utilities required shall be done by Lessee at their own cost.  
  
LESSOR in a way of covering such cost for Lessee has accordingly granted a rent free period to 14.03.2017 upto 31.08.2017.
- ix) Lessee agrees to the same and will bear all such costs required for upgrading the Motel.
- X) The Lessee confirms that it has seen and inspected the Demised Premises alongwith all the fixtures and equipment from the Lessor to its complete satisfaction in terms of this Lease for the purposes of commencement of payment of Lease Rent from 01.09.2017 ("Lease Rent Commencement Date").

For Anant Raj Limited  
  
Auth. Signatory

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For BELMONT HOTELS PVT. LTD.  
  
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- XI) The Lessee shall obtain in its own name/permitted assigns all the necessary Leases, Trade Leases, Approvals and Sanctions of the concerned authorities, if any, and Renewals thereof as required from time to time, for carrying out its business from the Demised Premises as per applicable laws. It is assured, understood and confirmed by the Lessee that the Lessee shall solely and at all times be responsible and liable for compliance, obeys and follow the rules and regulations prescribed, laid down by South Delhi Municipal Corporation, Municipal Corporation of Delhi, Department of Excise, Entertainment & Luxury Tax, Delhi Police, Department of Revenue, Health & Family Welfare Department, Food and Safety Department, The Directorate of Prevention of Food Adulteration, Fire Department, Electricity, Statutory Authority etc. etc. and the Lessor shall no way be responsible and liable for the act or incident of the Lessee.
- XII) The Lessee shall conform compliance with all applicable laws, rules, norms, regulations etc. of any statutory / judicial/quasi – judicial body / authority/ revenue department. In the event, any such authority or body at any time during the occupation of the Premises by the Lessee, issues any directive/ order / instructions, the Lessee shall forthwith comply with such directions and shall restore / rectify / remove any breach notified. It is specifically agreed, understood and confirmed by the Lessee that the Lessee shall be solely liable and responsible for all the expenses, penalty, fine, litigation charges as imposed or incurred towards any notice / case under the Delhi Land Reforms Act, 1954 etc..
- XIII) It is expressly clarified and agreed between the Parties hereto that before carrying out any fit-outs/ interior works, the Lessee shall obtain the prior written approval from the Lessor of the entire plan for carrying out such fit outs/ interior works, for which approval/permission shall not unreasonably be withheld.
- xiv) The Lessee shall at its own cost and expense apply and obtain in its own name/permitted assigns, all necessary and requisite statutory approvals, Leases, permissions and NOC (No Objection Certificate) etc. from all the concerned Government or Statutory Authorities, Departments etc. including but not limited to requisite statutory compliances(s), municipal compliance(s), State and Government Compliance(s) with respect to the carrying on its business and operations in the said Demised Premises. The Lessor agrees to provide no objection certificates to the Lessee for obtaining all such Leases in its own name/permitted assigns. Copies of all such Leases / permissions / approvals / registrations and their subsequent renewals thereto shall be furnished by the Lessee to the Lessor within 7 (seven) days from the date of its issuance. The Lessee agrees and undertakes to adhere to all applicable laws and regulations in operations and running of its business from the demised premises and is bound to apply and obtain all requisite Leases and permissions there for, provide a copy thereof to the Lessor and also indemnify and keep the Lessor fully indemnified from all losses, claims, litigations, penalties and or any other punitive charges or levy or action, instituted by any authority, entity, person or body corporate on account of any of the non compliance by the Lessee as stipulated under this agreement and / or as per applicable law.
- xv) The Lessee shall keep the Lessor fully indemnified and harmless in this regard. In the event of any default or breach on the part of the Lessee, the Lessee shall discharge all liabilities arising there from promptly.

9) **REPAIRS AND MAINTENANCE:**

- a. The Lessee, during the subsistence of this Lease Agreement, shall maintain and keep the said Demised Premises in good and tenable condition at its own cost and expenses. Any day to day minor repairs/maintenance, as may be required with respect to the said Demised Premises or any part thereof, shall be carried out by the Lessee itself. In the event, the Lessee fails to carry out such repairs within 15 days of receiving written notice from the Lessor, the Lessor shall have a right to enter upon the said Demised Premises and carry out the required repairs/ reinstatement etc. at the cost of Lessee in all respects. The Lessee shall reimburse the amount of expenses so incurred by Lessor within a period of Seven days from being intimated by the Lessor in that behalf.

For Anant Raj Limited

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For BELMOND HOTELS PVT. LTD.

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- b. The Lessee shall also keep in good and working condition, the drainage and sewerage lines connected to the toilets in the said Demised Premises. The cleaning and day to day maintenance of the toilets within the said Demised Premises, however, shall be the responsibility of the Lessee. If the Lessee fails to carry out the necessary repairs within 30 days from date of a notice by the Lessor requiring it to do the same, the Lessor may carry out the repairs at the cost of the Lessee. The Lessee shall reimburse the amount of expenses so incurred by Lessor within a period of Seven days from being intimated by the Lessor in that behalf.
- c. The Lessee shall not carry out any work of permanent nature in the Demised Premises and shall not undertake any structural alterations / additions in the Demised Premises, including, without limitation to the floors, walls, roof and the entrance of the Demised Premises.

**10) SANCTION OF PERMISSIBLE BUILDING AREA:**

It is hereby agreed, understood and confirmed by the parties hereto, that the Lessor is entitled to develop the said Property by constructing and utilizing the permitted/ permissible FAR, upon the Demised Premises, and further, has the right to apply and obtain, sanction of building plans as may be required by the Lessor. The Lessor shall have the absolute right to construct and develop the additional FAR for which the Lessee shall offer all co-operation and assistance.

**11) ELECTRICITY AND WATER CHARGES:**

- a. The Lessee had verified that the said Demised Premises have an Electricity connection of 1000 KW (approx.) installed in the Demised Premises.
- b. The Lessee undertakes not to exceed the usage of electricity beyond their total permissible load and capacity, as that may cause short circuits or malfunctioning of equipment in the said Demised Premises besides attracting penal costs from the electricity providers. If the Lessee exceeds the usage of electricity beyond their total permissible load then the Lessee shall be solely liable to make the payment of all the misuse charges or penalties that shall be imposed by the concerned authorities for such services etc.
- c. The Lessee shall pay the amounts of the bills of the electricity and water based on meter(s) reading(s) and the bill(s) received and/or at such rates as may be levied by the concerned authorities for such services for the said Demised Premises from the date of execution of this Lease Agreement. The Lessee further agrees to provide a copy of the paid bills to the Lessor within 3 business days thereof by way of a registered mail. All payments due for the period before the date of execution of this Lease Agreement shall be paid by the Lessor.
- d. In the event of failure on the part of the Lessee in making payment of the amounts of the bills mentioned hereinabove, the Lessor shall be entitled to and the Lessee shall reimburse to the Lessor for any and all payments made by the Lessor with respect to Lessee's bill(s), alongwith compound interest thereon at the rate of 18% per annum from the due dates till the date of actual payment.

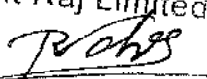
**12) FIRE FIGHTING:**

The Lessee agrees and undertakes that the Lessee shall keep and maintain the fire-fighting equipment and systems in the Demised Premises in good and full working order and in accordance with all relevant fire codes, rules & regulations and also conduct the mock fire drill from time to time to check the effectiveness of the equipment as per requirements of the Fire Department. The Lessee undertakes not to violate or cause to violate fire codes / norms in the Demised Space, which may endanger life or property.

For Anant Raj Limited

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**13) INSURANCE:**

13.1) The Lessee shall insure at its cost and expense:

- a. The Lessee shall obtain requisite insurance for all its assets at the said Demised Premises along with all the fitting, fixtures and the equipment against the risks of Fire, special perils (including Force Majeure events) and other risks like terrorism, riot, strike, act of God etc. including but not limited to stock of raw materials, other provision items, stored in the said premise and all movable assets in the said Demised Premises for the business purpose.
- b. The Lessee shall obtain relevant insurance covers for the assets a mentioned in above clause. The beneficiary of the same shall be lessor & lessee as per their respective assets.
- c. The Lessee shall also obtain a third party Insurance cover for all liabilities which may arise out of any mishaps, accidents etc. at the said Demised Premises during the business proposed to be operated/conducted by it in the said Demised Premises and shall always keep the lessor indemnified against all such claims.
- d. The insurance policy(s) obtained by the Lessee under this clause shall be at the cost and expense of the Lessee. The Lessee shall ensure that all the insurance policies obtained by it are always kept valid and enforceable at all times and provide a copy of all Insurance(s) obtained to the Lessor as afore stated.

13.2) The Building & Site Insurance shall be ensured by the Lessor.

**14) MODE OF PAYMENT, DISHONOUR OF CHEQUE(S) AND DELAY IN PAYMENTS:**

- a. All demand(s) made by the Lessor upon the Lessee with respect to this Agreement including MMG, Revenue Share, Electricity Bills, Water Bills, Utility bills, any additional Governmental / Statutory levies and applicable taxes including service tax etc., shall be paid by the Lessee on or before the due dates. All payments including but not limited to Lease Rent or any other charges towards amenities / facilities payable by the Lessee to the Lessor under this Agreement shall be by Account Payee Cheque / Bank Draft payable at par at New Delhi in favour of the Lessor.
- b. Timely payment of the MMG, Revenue Share or any other charges due or applicable under this Agreement, is the essence of this Agreement. Any delay on the part of the Lessee to make payment of the Lease Rent on the respective due dates shall entail the Lessor to charge interest on the said amount @18% p.a. from the respective due date till actual payment. The aforesaid right of the Lessor to charge interest shall be in addition to and without prejudice to its right to terminate this Lease as provided under this Lease Agreement.
- c. In case any cheque issued by the Lessee in favour of the Lessor is dishonored, the same shall account for a breach of payment of Lease Rent and the Lessee shall be liable to repay the said cheque amount along with delayed penalty charges calculated @ 18% PA from the respective due date till actual payment in addition to the bank charges that shall be levied by the Lessor's Bank.

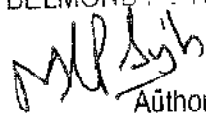
**15) REPRESENTATIONS AND WARRANTIES OF THE LESSEE:**

- a. The Lessee accepts and undertakes to promptly make the payment of MMG, Revenue Share to the Lessor and all other payments namely, electricity charges, water charges and all other charges as agreed under this Lease Agreement to the respective authorities without any delay or demur. The Lessee further undertakes to provide a copy of all such payments / paid bills to the Lessor within 7 days post payments thereof.

For Anant Raj Limited

  
Auth. Signatory

For BELMOND HOTELS PVT. LTD.

  
Authorized Signatory

- b. The Lessee undertakes to maintain the said Demised Premises along with all fixtures, furniture and equipment in good condition, substantially similar to the status handed over to the Lessee by the Lessor subject to normal wear and tear.
- c. The Lessee undertakes to maintain the reputation of the Demised Premises and all the employees/representatives/vendors of the Lessee shall not commit any act or omission which, shall disrepute the name of the Lessor/Demised Premises.
- d. The Lessee shall be entitled to deduct tax at source from the payment to be made to the Lessor as per the rates specified under the Income Tax Act, 1961 and shall issue the Tax Deduction at Source Certificate to Lessor within 15 days from the end of each quarter.
- e. The Lessee shall operate its business from the said Demised Premises only under the Brand name "BELMOND HOTELS & RESORTS" or any other brand name permitted in writing as mutually agreed.
- f. The Lessee represents that it has Impeccable reputation and that it owns and possesses special knowledge and expertise with respect to operation and management of banqueting services in India and hence would be able to attract huge revenues.
- g. The Lessee further represents to the Lessor that it has widespread marketing and reservations network for the operations of Banqueting Services in India and it is aware of the know-how and has the required manpower (skilled, semi skilled and workmen etc.) to run the Banqueting in New Delhi in the Premises on the terms and conditions of this Agreement on international market standards.
- h. The Lessee shall be liable for all the liabilities that shall arise in course of operating the said Demised Premises during the entire tenure. Further, the Lessee shall keep the Lessor indemnified and reimbursed for any liability that may devolve on the Lessor due to any act or omission on the part of the Lessee for the entire period of the Lease. The Lessee shall be liable for any charge / levy as imposed by any authority, department etc. on the said Demised Property during the Lease Tenure.
- i. The Lessee shall take all precautions to protect the said Demised Premises against damage by fire, storm, rainfall, pest or insect infestation or the like and in particular ensure that all safety devices are in proper working condition.
- j. The Lessee undertakes that all its employees/contractors/ outsourced personnel for operations of the Demised Premises shall remain the responsibility of the Lessee. The Lessee shall be solely responsible for complying with the statutory liability pertaining to the above.
- k. The Lessee agrees, undertakes and confirms to contest and resolve all or any kind of litigation that may arise on account of the Usage of the said Demised Premises by the Lessee during the tenure of the Lessee or thereafter at its own costs. The Lessee further undertakes to keep the Lessor indemnified from any such litigation.

**16) TERMINATION:**

- 16.1) It is agreed between the parties that the Lessee shall not terminate this agreement within the Lock in Period as defined hereinabove. However, the Lessor may at any time during the tenure of this agreement, terminate / revoke this Agreement on the occurrence of any of the following events:
- a) If Lessee defaults in the performance of any of the covenants, representations, warranties, obligations under this Agreement or complying with any of the terms or conditions of this Agreement.
  - b) In the event of failure on the part of Lessee to pay the MMG, Revenue Share or any part thereof or any other charges payable by the Lessee to the Lessor under this Agreement at any point of time during the entire Lease Tenure.

- c) The Lessee delays the payment of Lease Rent from the due date.
  - d) If the Lessee defaults, fails to obtain and keep valid throughout the Lease Tenure, all necessary and requisite statutory approvals, Leases, permissions and NOC (No Objection Certificate) etc. from all the concerned Government or Statutory Authorities, Departments etc., with respect to the carrying on its business and operations in the said Demised Premises.
  - e) Any representation or warranty made by the Lessee under this Agreement being untrue or incorrect
  - f) If an insolvency notice is served on the Lessee or a receiver is appointed or an attachment is levied on the Property.
  - g) Any proposal of land acquisition in respect of any or all of the said Demised Premises is proposed or affected by any statutory authority.
  - h) In the event any Action is taken by statutory / regulatory or other authorities against the Lessee in respect of the Building on account of any act of omission or commission by the Lessee or on account of nature of the business of the Lessee.
  - i) If the whole or any portion of the said Demised Premises shall, at any time, be destroyed or damaged by a Force Majeure incident, so as to be rendered inaccessible or uninhabitable or otherwise be rendered inaccessible or uninhabitable, in whole or in part, without any cost or liability to Lessor.
- 16.2 Upon the termination / revocation of this Agreement for any cause whatsoever all amounts due and to be paid by the Lessee to the Lessor shall immediately become due and payable and be paid within Fifteen (15) days of the date of termination of this Agreement.
- 16.3 Notwithstanding anything contained in the Agreement, in the event, in the opinion of the Lessor, the Lessee is in the breach of any term and condition of this Agreement including but not limited to the assurances, representations, obligations, warranties, liabilities etc. of the Lessee, the Lessor in its sole discretion shall be at liberty to either seek rectification / removal of the breach committed or to terminate this Agreement forthwith without any demur / objection / challenge by the Lessee.
- 16.4 Notwithstanding anything contained in this Agreement, the Lessee hereby specifically agrees, understands and confirms that the Lessor has absolute right to revoke / terminate this Agreement at any time during the entire tenure of this Agreement by giving 15 (Fifteen) days notice in writing to the Lessee in case of any breach by the lessee on the terms of this agreement. It is hereby specifically agreed and confirmed by the Lessee that the Lessee shall not raise any objection, claim, demand etc. on the said termination of the Lease Agreement by the Lessor. The Lessee herewith agrees, understand and confirms that the Lessor shall not be liable on any account whatsoever to the Lessee and absolves the Lessor unconditionally towards the Lessee on account of termination of this Agreement by the Lessor for any reason whatsoever.
- 16.5 In case of termination or earlier determination of this Agreement for any reason whatsoever, the Lessee shall be bound to remove its belongings, restore the said Demised Premises in its original condition and vacate the said Demised Premises to the Lessor within 60 days from the date of termination. In case the Lessee fails to remove its belongings and vacate the said Demised Premises within 60 days upon termination of the Lease Agreement, IFSD shall be forfeited by the Lessor. Further, the Lessee shall be treated as a 'Trespasser' in the property of the Lessor.
- 16.6 Upon termination or earlier determination of this Agreement and vacation of the Demised Premises, the Lessor undertakes to refund the IFSD to the Lessee subject to adjustment of any part of MMG, Revenue Share or other amount/charges remaining due towards the Lessee and subject to adjustment of arrears, interest, damages etc. in terms of the conditions of this Lease Agreement.

- 16.7 It is hereby specifically agreed, understood and confirmed by the Lessee that in the event, the Lessee fails to remove its belongings from the Demised Premises and vacate the Demised Premises within 60 days of termination of the Lease Agreement, the Lessee shall pay the liquidated damages @ last paid rent, per month alongwith applicable taxes to the Lessor without any delay, protest and demure for the period for which the Lessee fails to remove its belongings. The Lessee hereby agrees and confirms that liquidated damages fixed herein are just and fair and no way prejudice to the Lessee and the Lessee does / shall not have any objection on the same. It is also agreed, understood and confirmed by the Lessee that in the event, the Lessee fails to make the payment of the liquidated damages then the Lessee shall be liable to pay interest @18% per annum on the delay payment to the Lessor.
- 16.8 The Lessee hereby agrees, understands and confirms that in the event of termination / revocation of Lease, the Lessor shall have the first and absolute charge / lien overall / any equipment, fitting and fixtures, machinery, utensils, any other goods and belongings of the Lessee at the Demised Premises. Accordingly, the Lessee agrees, understand and confirms that the Lessor shall have unrestricted, unhindered and absolute right to use, permit to be used or dispose off such assets in any manner as it may be considered appropriate to the extent and for the purposes of recovering its dues, part of dues including but not limited to outstanding MMG, revenue share, electricity and water dues, damages, interest, penalty or any demand by any authority.
- 16.9 The Lessee hereby acknowledges and confirms that on the expiry of the Lease period or termination or earlier determination of the Lease, in the event, the Lessee does not remove its employees and/or its articles, belongings and effects from the said Demised Premises or any part thereof or fails/delays to vacate the said Demised Premises, the Lessor shall without prejudice have a right to remove from the said Demised Premises and/or to prevent from entering the said Demised Premises the employees of the Lessee and its agents including and/all its articles, effects and belongings. In such an event, the entry of the employees of the Lessee or any other persons in the said Demised Premises will amount to trespass and the Lessor shall have the right to take all legal steps to prevent the employees of Lessee and the persons aforesaid from committing such trespass upon the said Demised Premises and the Lessor shall not be liable for any loss, damage or injury caused to any person or property therein while enforcing its right under this Agreement. The Lessee agrees and undertakes for itself and each of the persons aforesaid not to enter upon the said Demised Premises or commit trespass after termination of the Lease.
- 16.10 In case the Lessor fails to refund the IFSD despite vacation of the Demised Premises by the Lessee and due compliance of terms and conditions of this Lease by the Lessee, the Lessor shall be liable to pay interest @18% (Eighteen percent) p.a. to the Lessee, from the time such amounts became due till the time they are actually received by the Lessee.

#### 17 CONFIDENTIALITY

None of the Party shall disclose to the third party any Confidential Information without prior written permission from the other Party in this behalf.

#### 18 INDEMNITY TOWARDS LESSOR BY LESSEE

- 18.1 The Lessee hereby agrees to indemnify and hold the Lessor harmless from any and all claims, damages, liabilities or expenses arising out of:
- a) Lessee's use of the Demised Premises.
  - b) any and all claims arising from any breach or default in the performance of any obligation of the Lessee.
  - c) any act, omission or negligence of Lessee, its agents, employees, contractors etc.
  - d) breach of any provision of this Agreement by the Lessee.
  - e) violation/ breach of any law for the time being in force by the Lessee, its employees, agents and contractors etc.

f) Non compliance of any statutory obligations/ requirements by the Lessee, its agents, employees or contractors.

g) any liability against third parties including the guest, visitors of the Demised Space, due to any act of negligence, non compliance or for any other reason, by the Lessee, its agents, employees or contractors.

18.2 The Lessee shall indemnify and keep indemnified the Lessor of, from and against all actions, suits and proceedings and all costs, charges, expenses, losses or damages which may be incurred or suffered by or caused to the Lessor by reason of any breach, default, contravention, non-observance or non-performance by the Lessee in breach/default of the terms, conditions and provisions of this Agreement or performance of any applicable laws, rules, statutory provisions.

18.3 The Lessee shall indemnify and keep indemnified the Lessor from liability for any damages sustained by the Lessor or any other person or to the Demised Premises or any part thereof or any appurtenances thereto arising out of repair, or happening of any accident, including, but not limited to, any damage caused by fire, rain, water, snow, windstorm, tornado, gas, steam, electrical wiring, sprinkler system, plumbing, heating and air conditioning apparatus and from any acts, omissions, negligence of guest, visitor of Demised Premises.

#### 19 FORCE MAJEURE:

Neither Party to this Agreement shall be responsible for any failure to observe any of the provisions of this Agreement, to the extent to which the non- fulfillment is due to any circumstances beyond the control of any of the Parties. Such circumstances will include but not limited to acts of God, Government action, war, strikes, lockouts, riots, acts of violence, acts of terror, earthquakes, floods, fire, explosions, etc, and the Party invoking this Article immediately after the occurrence of any such circumstances thereof shall give notice to the other Party in writing. In order to have any default, or failure to cure such default, excused in accordance with applicable law for force majeure or impossibility of performance, the Party claiming the benefit of excuse for force majeure or impossibility of performance must notify the other Party in writing within 15 (fifteen) days after the event giving rise to force majeure, or immediately when impossibility of performance first begins to affect its performance.

#### 20 PARTIAL VALIDITY:

In the event that any of the phrases, sentences, clauses or paragraphs in this Agreement shall be declared invalid by any final order, decree or judgment of any court of competent jurisdiction, this Agreement shall, to the extent possible, be construed as if such phrases, sentences, clauses or paragraphs had not been inserted in this Agreement.

#### 21 NOTICE

Any notice required to be given under this Agreement shall be in writing and shall be deemed to have been served on the expiry of forty eight (48) hours after the same is mailed by Speed Post and communicated by email as noted herein below:

##### LESSOR

Anant Raj Limited  
H-65, Connaught Place,  
New Delhi-110015

##### LESSEE

Belmond Hotels Pvt Ltd  
Khasra no.1087/1088/1089/1090  
Kharak Road, Sahoorpur, Satbari,  
New Delhi-110074

#### 22 SUPREMACY:

This Agreement, together with the appendices hereto annexed is Supreme to any other agreement whether written or oral, term sheet etc. and constitutes the entire agreement between the Parties hereto relating to the subject matter hereof, superseding all prior communication and agreements, oral or written. The Parties shall ensure that the terms of this Agreement are given effect to in totality.

**23 ENTIRE AGREEMENT:**

The Agreement, together with other writings, signed by both the Parties expressly stated to be supplementary hereto and together with any instruments in writing to be executed and delivered, shall constitute the entire Agreement superseding all prior oral understandings and shall be binding upon the Parties. Any change in this Agreement shall only be made in writing signed by both the Parties hereto and in the event of any conflict between this Agreement and the provisions of the term sheet; the provisions of this Agreement shall prevail to the extent of such conflict.

**24 RELATIONSHIP OF THE PARTIES:**

This Agreement is made on a principal to principal basis and nothing in this Agreement shall be deemed to create any other relationship including but not limited to that of an agency, partnership, joint venture or any other form of legal association between the Parties, except as expressly stipulated herein. For the purpose of clarity, any party shall not be bound by or liable for any of the act of the other party.

**25 WAIVER:**

The failure of a Party to pursue its rights with respect to a default or breach hereunder shall not constitute a waiver of the right to enforce its rights with respect to the same or any other breach.

**26 AMENDMENT:**

This Agreement may not be amended or modified by the Parties in any manner, except by an document in writing signed on behalf of each of the Parties to which such amendment or modification applies by a duly authorized officer or representative.

**27 GOVERNING LAW, JURISDICTION:**

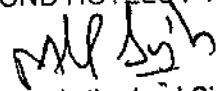
- 27.1 Any difference or dispute arising between the Parties arising out of or in relation to this Agreement shall first be amicably resolved between the Parties through negotiations, failing which, the parties may approach the Hon'ble Courts situated at New Delhi for decision of the dispute and difference between the parties.
- 27.2 This Agreement shall be governed and construed in accordance with the laws of India and the Courts at New Delhi shall have the exclusive jurisdiction to entertain all disputes relating to this Agreement to the exclusion of the other courts.

**IN WITNESS WHEREOF THE PARTIES HERETO HAVE HEREUNTO SET THEIR RESPECTIVE HANDS ON THE DATE, MONTH AND THE YEAR FIRST HEREIN ABOVE WRITTEN.**


Signed by Lessor  
For Anant Raj Limited

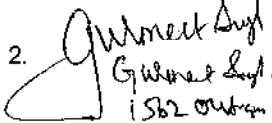
  
Auth. Signatory  
(Authorized Signatory)

Signed by Lessee  
For BELMONT HOTELS & RESORTS PVT. LTD.

  
Authorized Signatory  
(Authorised Signatory)

Witness :

  
Raninder Kumar  
102-10, 1102, Kalindi  
Sachdeva, Balan Colony  
New Delhi - 110015

2.   
Gurmeet Singh  
1562 Outer Ring  
GTB Nagar Delhi.