HOTEL PLOT

Under Rule 43 of the DDA (Disposal of Developed Nazul (and) Rules, 1981.

Perpetual Lease

THIS INDENTURE made this -One thousand nine hundred BETWEEN THE PRESIDENT OF INDIAS (ACIDITED) BHAWAN, BHIKAIJI CAMA PLACE, NEW DELHI-T10066. UMCSA SMA (hereinaster called "the Lessee") of the second part.

hold rights of Hotel plot of land.. to be used as Hotel purposes hereinaster desci

AND WHEREAS the tendered amount offered by the Lessee, being the h tenderer has been accepted by the Lessor;

execution of these presents (the receipt where of the Lessor hereby acknowledegs) an the rent hereinafter reserved and of the covenants on the part of lessee hereinatter contained, the Lessor doth hereby demise unto the Lessee, all that plot of hand bring the Hotel Plot Block—in the layout plan of WEST OF JNU, VASANT Distit. Centre/Shonning Centre/Community Centre containing by admeasurement area of A RECTARES or thereabout situated at VASANT KUNJ area of

is more particularly described in the schedule hereunder written and with boundaries and desbewased-only as whotel purposes ambich Hotelphot there of for greater clearness has been delineated on the plan annexed to these presents and thereon coloured red (hereinafter referred to as " the Hotel plot"). TO GETHER with all rights, easements and appurtenances whatsoever to the said Hotel plot to be used only as Hotel purposes belongining or appertaining. TO HOLD the premises unto the lessee in perpetuity from——3RD day of FEBRUARY one thousand

upto the ---nine hundred and NINETY NINE day of FEBRUARY
the rate of two and a half parcent. one thousand

the rate of two and a half percent of the premium (the sums already paid and such other sum or sums hereafter to be paid towards premium under the covenants and conditions herinafter contained) clear of all deductions by equal half yearly payments on the 15TH

Reserve Bank of India, New Delhi or at such other place as may be notified by the Lessor for this purpose from time to time, the first of such farments to be made on 15th day of and the rent amounting to Rs. - -

of the lease to be the last mentioned date having been paid before the execution of these only) from the date of commencement

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

*(Rs. THIRTY TWO CRORES TIVENTY FIVE LAGS ONLY) RESTAR

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नत्टा प्रभागन ममिनारा Lease Administration Office दिल्ता रिक्स्स भाषिकाप

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The Lessor excepts and reserves unto himself-all mines, minerals, coal, goldwashing earth oils and quarries in or under the commercial plot, to be used only as Hotel and full right and power at all times to do all acts and things which may be necessary or expedient for the purpose of scarching for, working, obtaining removing and enjoying the same without providing or leaving any vertical support for the surface of the Hotel plot or for any building standing thereon provided always that the Lessor shall make reasonable compensation to the Lessee for all damage directly occasioned by the exercise of the rights hereby reserved or any of them.

or such other enhanced rent as may hereafter be assessed under the covepants and conditions hereinafter contained.

Il The Lessee for himself, and his heirs, executors, administrators, legal representatives and assigns covenants with the Lessor in the manner following, that is to say:-

1. The yearly rent of the two and a half percent of the premium hereby reserved shall be calculated on the sum received towards premium by the Lessor before the execution of these presents and on such additional sum or sums pryable towards premium as provided 3RD --one thousand nine hundred and herein from _____day of-NINETY NINE.

The Lessee shall pay unto the Lessor the yearly rent hereby reserved on the days and in the manner hereinbefore appointed.

The Lessee shall not deviate in any manner from the layout plan nor alter the size of the Hotel plot for the said purpose either by sub- division, amalgamation or otherwise.

(a) The Lessee shall, within a period of two years from the one thousand nine hundred and weight fine (and the time so specified shall be the essence of the contract) after obtaining sanction to the building plan, with necessary designs, plan and specifications from the proper municipal or . other nuthority at his own expenses, erect upon the Hotel plot and complete in a substantial and worknichlike manner a Hotel building strictly based on the architectural control drawing in respect of the Hotel plot which can be had from the office of the Delbi Development Nuthority on payment of the prescribed fee and in accordance with the sanctioned building plan to the satisfaction of such municipal or other authority.

(b) The Lessep shall not use or permit to be used more than _____ 5% ____percent/ Sq:Mil Riche total errorred area for such activities/trades ancillary to the Hotel, as are specification of the second conditions

(c) The Le see shall have to observe all the mandatory architectural controls.

(d) The Lessee shall result the space for installation of an electric transformer within the building in consultation what the Delhi Electric Supply Undertaking or the Municipal corporation of Delhi of ther biher Local authority concerned.

5. (a) The Lessee shall not sell, transfer, assign or otherwise part with the possessien of the whole or any part of the Hotel Plot except with the previous consent in writing of the Lessor which he shall be entitled to refuse in his absolute discretion.

PROVIDED 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 uncarned increase in the value (i.e. the difference between the premium paid and the marked value) of the Hotel Plot at the time of sale, transfer assignment, or parting with the possession, the amount to be recovered being fifty percent of the uncarned increase and the decision of the Lessor in respect of the market value shall be final and binding.

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षव्टा प्रवासन प्रमिकारी Lease Administration Office दिल्सी विकास प्राप्तकरण Dellis Development Authoriti PROVIDED FURTHER that the Lessor shall have the pre-emptive right to purchase the whole property or any part thereof that may be subject of sale, transfer, assignment of otherwise parting with the possession as the case may be, after deducting fifty percent of the uncarned increase as aforesaid.

(b) Netwithstanding aby-thing contained in sub-clause (a) above, the Lessee may with the previous consent in writing of the Lieutenant Governor of Pellii (hereinafter called the Lieutenant Governor) mortgage or charge the said Hotel Plot/space to such person as may be approved by the Lieutenant Governor in his absolute discretion.

PROVIDED THAT first mortgage permission shall be or deemed to have been granted, on handing over the possession of the plot and on execution/registration of the lease deed for the purpose of construction of the building in favour of the Scheduled Nationalised banks and Govt. institutions which allow lean against mortgage permission issued by DDA to the Lessee.

PROVIDED FURTHER that, in the event of sale of foreclosure of the mortgaged or charged property, the Lessor shall be entitled to claim and recover the lifty percent of the uncarned increase in the value of the Hotel plot as aforesaid and the amount of the Lessor's share of the said uncarned increase shall be first charge, having priority over the said mortgage of charge. The decision of the Lessor in respect of the market still of the said Hotel plot shall be final and binding on all parties concerned.

PROVIDED FURTHER that the Lessor shall have the pre-empty of right to purchase the mortgaged or charged property after deducting fifty percent of the vinca and increases as aforesaid.

- (c) The Lessor's right to the recovery of fifty percent of the unit the pre-emptive right to purchase the property as mentioned here to each apply equally to an involuntary sale or transfer whether it be by or executing occursolvency court.
- 6) The Lessee shall not sublet the whole or any part of the plot or the huilding that may be erected thereupon for the purpose other than as specified in the architectural controls referred to above for the Hotel Plot
- 7). Whenever the title of the Lessee in the Hotel Plot of any part therof is transferred in any manner whatsoever the transferee shall be bound by all the covenants and conditions contained herein and be answerable in all respects thereof.
- 8. Whenever the title of the Lessee in the Hotel Plot or any part thereof is transferred in any manner whatsoever the transfer or and the transferee shall, within three months of the transfer give notice of such transfer in writing to 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 of such devolution to the Lessor.

The Transferee or the person on whom the title devolves, as the case may, be, shall supply the Lessor certified copies of the document, (s) evidencing the transfer or devolution.

9) The Lessee shall time to time or 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 on any building to be erected thereupon or on the ladford or tenant in respect thereof.

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Lease Administration Officer

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- 10. All arrears of rent and other payments due in respect of the Hotel plot hereby demised shall be recoverable in the same manner as arrears of land revenue.
- 11. The Lesser shall in all raspect comply with and be bound by the building, drainage and other byeslaws of the proper Municipal or other authority concerned for the time being in force.
- 12. The Lessee shall not without sanction or permission in writing of the proper Municipal or other authority concerned erect any building or make any alteration or addition to such building on the Hotel plot.
- 13. The plot and building thereon or any part thereof shall not be used for the purpose other than running a Hotel as specified in the control conditions and drawings. The lessee and all other persons claiming titles shall not use of cause to be used the said premises of part therof for the purpose whatsoever other than that as specified in the control conditions and drawings and not use or cause to be used any portion or the unit in such a manner which may or is likely to cause nuisance or annoyance to the neighbours or occupiers of any other units in the building or to the owners and occupiers of any other adjoining and neighbouring property. No part of the demised premises or any unit thereof shall be used for any illegal, immoral purposes.
- 14. The Lessee shall at all reasonable times grant access to the Hotel plot and building constructed thereon to the Lessot or any other officer authorised by him for being satisfied that the covenuts and conditions contained herein have been and are being complied with.
- 15. The Lessee shall on the determination of this lease peaceably yield up the said Hotel plot and the building thereon unto the Lessor.
- 16. The Lessor shall obtain clearance for star rating for the Hotel from the Department of Tourism, Government of India and shall also be responsible for making allarrangements as are necessary for maintenance of the building including but without limitation affecting the fire fighting system and the common services.
- III) If the sum or sums, payable towards the premium or the yearly rent hereby reserved or any part thereof shall at any time be in arrears and unpaid for one calender month next after any of the tips whereon the same shall have become due whether the same shall have been shoulded or not, or if it is discovered that the lease has been obtained by suppression till any fact. Or mis-statement, mis-representation or fraud or if there shall have buth, in the opinion or the Lessor; whose decision shall be final, any breach by the Lessee or by any person claiming through or under him of any of the covenants of 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 cause or right or re-entry upon, the Hotel plot hereby demised and the building thereon to re-enter upon, and take possession of the Hotel plot and the building and fixtures and thereupon this lease and everything herein contained shall cease and determined and the Lessee shall not be entitled to any compensation whatsoever nor to the return of any premium paid by him.

PROVIDED that, notwithstanding any thing contained herein to the contrary, the Lessor may without pre-judice 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 us may be determined by him and may also accept the payment of the rent which shall be in arrear as aforesaid together with intrest at the rate of ten precent per annum or as decided by the Lessor

IV. No, forefeiture or re-entry shall be effected until the Lessor has served on the Lessoe a notice in writing:

(a) Specifying the particular breach complained of, and;

(b) If the breach is capable of remedy-requiring Lessee to remedy the breach and

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the Lessee fails within such reasonable time as may be mentioned in the notice to remedy the breach if it is capable of remedy, and in the event of forefeiture or re-entry the Lessor may in his discretion, relieve proper.

Nothing in this clause shall apply to forseiture or re-entry.

- (a) for breach of covenants and conditions relating to sub-division or amalgamation, erection and completion of building within the time provided and transfer of the Hotel
- (b) In case the lease has been obtained by suppression of any fact, mis-statement, mis-representation or fraud.
- (V) The tent bereby reserved shall be enhanced from the first day of January, two thousand and TWENTY FOUR and thereafter, at the end of each successive period of -and thereafter, at the end of each successive period of thirty years, provided that the increase in the rent fixed at each enhancement, shall not at each such time exceed 100% of that immediately before the enhancement value of the site without buildings at the date on which enhancement is due and such letting value shall be assessed by the Collector or Additional Collector of Delhi as may be appointed by the

Provided always that any such assessment of letting value the purpose of this provision shall be subject to the same right on the provision shall be subject to the same right on the provision shall be subject to the same right on the provision shall be subject to the same right on the provision shall be subject to the same right on the provision shall be subject to the same right on the provision shall be subject to the same right on the provision shall be subject to the same right on the provision shall be subject to the same right on the provision shall be subject to the same right on the provision shall be subject to the same right on the provision shall be subject to the same right on the provision shall be subject to the same right on the provision shall be subject to the same right on the provision shall be subject to the same right on the provision shall be subject to the same right on the provision shall be subject to the same right of the same right from the orders of the said collector or Additional Collector and within such time as if the same were an assessment by a Revenue Officer under the Judjab Land Revenue Act, 1887, (XVII of 1887), or any amending Act, for the time being in force and the pregodings for or in relation to any such appeal shall be in all respects governed by the provisions of the said Act, in the same manner as if the same had been taken thereunder

VI) In the event of any question, dispute or difference arising under these presents or in connection therewith (except to any matters the decision of which is specially provided by these presents) the same shall be referred to the pitration of the Lieutenant Governor or any other person appointed by him. It will be objection that the arbitrator is a Govt. Servant and that he has to deal with the matters to which the lease relates or that in the course of his duties as a Govt. servant he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and

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

Subject as aforesaid, the Arbitration Act, 1940, and the Rules thereunder and any modification thereof for the time being in force shall be deemed to apply to the Arbitration

- VII) All notices, orders, directions, consents approvals to be given under this lease shall be in writing and shall be signed by such officer as may be authorised by the Lieutenant Governor/Lessor and shall be considered as duly served upon the lessee or any person claiming any right to the Hotel plot if, the same shall have been served in accordance with the provisions of Section 43 of the Delhi Development Act, 1957.
- VIII) (a) all powers exercisable by the lessor under this lease may be exercised by the Lieutenant Governor. The Lessor may also authorise any other officer or officers to
- exercise all or any of the powers exercisable by him under the lease.

 (b) The Lieutenant Governor may authorise any officer or officers to exercise all or any of the powers which he is empowered to exercise under the lease except nice powers of the lessor exercisable by him virtue of sub-clause (a) above.
- IX) In this lease the expression, "Lieutenant Governor" means Lieuwnant Governor. Delhi for the time being or in case his designation is changed or his onter is abolished, the

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दिल्ली विकास प्राधिकरणं Delhi Development Authority FILE No.: F1 (7) A.O (Rohim) SS-ETTE 701 HOTEL PLOT. FIST 70 Block No.

Block No. Block No. सैवटर न० पाकेट न॰ : SHEME VASANT KUNT Pocket No. Sector Ne. मूनि प्रयोग :- PMASE II (WEST OF JNG) LAND USE Basement N G. Floor ... ٨ HOTE 264-0 M. 2.0-0M पट्टाघारी/जरीदार LESSOR/ LESSEE/YENDEE PREPARED BY. DDA!PP

DELHI DEVELOPMENT AUTHORITY HOUSING & URBAN PROJECTS HING Sub : Development of land in Vanant Kunj Phase II (West of J.H.U.) | The following norms are proposed to be followed for the development of hotel ..ite. a) Plot area b) Total floor space : - 30,000 sq.mts. c) Ground Coverage : - 301 - 12,000 sq.mtrs.
d) Height of the structure- not to exceed 268.2 mtr. AMSL. whereas AGL. varies between 259 in the basement e f) Natural materials are to be used for the construction of limited so that it merges with the terrain of the site. कृत्य वृत्तिन Leure Allminuter : la Offices व्यक्तिस्था । १५ ट्रिक्स्मार्ट्स lece Helen-

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

- hotel plot is located at the southern and The of the commercial and institutional development known as Vasant Kunj Phase-II (west of JNU). On the east side there is a commercial area and a 150 ft. wide road along -JNU boundary. On the north, shopping mall, on the west there is an institutional development and on the south side, Vasant Kunj Residential development: The hotel firms . part 'of ; the complex of . 315 heets. 'carmarked on the Master Planfor the development of residential, commercial and institutional area.
- 3. a) Plot area

g) Basement

- b) Size of plot
- c) Total floor space
- d) Maximum ground coverage
- e) Number of guest rooms
- f) Height(structure)

- 4 liects.
- 200 mt. x 200 mt. or as per site dimension.
- 30,000 sq.mtrs.
- 10% of the plot area.
- Between 300 to 500
- Not to exceed 268.2 mtrs. AMS whereas AGL varies between 259 to 263.9 mtrs.further subject to that the height of the finished structure will have to confirm with the rules & regulations and torms & conditions, if any imposed ! the Civil Aviation Department
- Haximum of 2 pasements within the set back lines with a total basum of tires not to deeped 25000. The barrement, area outside the areas l coverage is to flush with the green and is to be ventilated with prochnical means of ventilation.

Parking a direulation

Parking is to be provided at a no of 1.67 ECS pur 100 sqm. of floor area. A maximum of 1/3rd of e... packing requirement may be from the on surface as part of maximum 15% of the plot area to be used for parking and circulation and s seldinional parking for taxi at mo ibuses and casual facilities and the remaining is to be provided within the basement(s). ran and William in a distribution of the

2 -

is Landscaping

- The mike being undulating and terrian, proper landscaping is to be prepared keeping in view maximum of 35% of the piot area is youd exclusively for landscaping.

j. Sut back

- Front - minimum 15 mers, and others (sides and red - minimum 9 mers.).

k... Commercial Space

Maximum 52 of the permissible FAR may be used for commercial space related to hotel functions.

Urban Design Control:

Airport funnoi, the donlyn of the notify to rain and falls under done keeping in view the permitted heights, noise control and the undulating land.

The hotel forms a part of the commercial development strip along the road and forms the terminal point of the Mall. As such the hotel design should take into account this factor.

As there is a height control imposed by the Civil Aviation, the hotel design will have to be a low rise building. It is understood that a large number of functions will have to be provided underground in the basements. For this, all function which are habitable and have been indicated as such in the conditions will be counted the habitable and have habitable and have happy the particular space. The other area like parking, the basement will not be considered as a particular find the floor space.

The low level hotel design should exploit the undulating land, the ditches and high points as features of landscape and should be incorporated in the design as features.

Other conditions:

- i. The hotel building is to confirm to the rules, regulations and bye laws concering to the construction of minimum 5 star hotel and to fulfil all requirements of the Department of Tourism for such a star category. The building has to conform to the provisions of Development Code of MPD-2001 and the building regulations/bye-laws and other of a hotel in Delhi.
- to be approved by the Chief Auchitect, DDA.
 - iii. The building shall be designed and supervised by the qualified architect(s) requirered with the Council of Architecture, under the Architectus' Registration Act ().
 - have to the provided in consultation with them and their approved to its location shall be submitted to put before

Submission/approval of the building plans:

The prellminary building scheme shall first be prepared in consultation with the Chief Architect, DDA and other concerned authorities including the Delhi Urban Art Commiesien, Delhi. Fire Services and DESU etc. before finalising . and submitting the detailed building plans for to the senctioning authority.

- ii. after the preliminary scheme is approved as stated in para (i); above, the lessee shall submit final building plans through their architects to the DDA for approval with the followinng drawings and as required under the building byc laws: a) Pians at all lovels to a scale of 1:100.

 - b) All elevations and necessary sections clearly showing all the levels and verified sections and circulation
 - 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
 - d) Parking circulation and landscape plans to appro-
 - c) No construction shall be taken up withiout getting the building plans sanctioned from the DDA. The Authority, before sanctioning the building plans, will get approval of DUAC. and the CFO. The Architect of the project will obtain approval of DUAC and CFO and other concerned authorities before the building plans are sanationed by DDA.
- f) 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 prior approval of the Delhi Development Authority.
- 1) During the construction of the building any authorised |DDA | architect/angineer(s) | can inspect work to ensure that the execution is in accordance with the opproved building plann/ architectural control and male conditions.

- Clubbler

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Linesk Scort B 32 by 10 months of the Sale France. 10 10 mg 15 pg To the six Rivers of 12 (lecentles) St. Uned Scref A Stals on Diray mije Union hotels 400. Vi mes No lige know to as signeber the cost Contrates subjement to and matrices and K-172710 mg Mullerlect dende server : reg tot for forest was Es desperand sern and source is semister a for Simble from 1 2/5705 Le ried that the left (og time. sit cure may be hand / humo DE HOLf cor executives bas en affixed in any prospect N. t. - 37(1) from App, Aud. 1. Tom Depti Jorpade Bhown gream wich No. Sub-E. Wilmar-III Ettis Culmici. Vikin Sodan, AN/R-4504/15-16/343 dr. [26/4/ DAL New Dall