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पश्चिम बंगाल WEST BENGAL V/L M- 812/09

B 974232

at 05-30 P.m.
5.5.09.

D.P.E.
06.5.09

6251/2009

Certified that the Document is admitted to Registration. The Signature Sheet and the endorsement sheets attached to this document are the part of this Document.

[Signature]
Additional Registrar
of Assurances-I, Kolkata

B.O 9,50,39,217
(11)

THIS DEED OF LEASE made this the 6th day of May, Two Thousand and Nine BETWEEN THE KOLKATA MUNICIPAL CORPORATION, a statutory body constituted under The Kolkata Municipal Corporation Act, 1980 having its head office at 5, S. N. Banerjee Road, Kolkata, hereinafter referred to as the

14934811
217
+
1493481128

9828

05 MAY 2009

DATED
FILE TO **FOX & MANDAL**
Advocates
12, Old Post Office Street,
Calcutta - 700 001
MP
H. V. V.

Vijay Dewani
VIJAY DEWANI

APEEJAY SURRENDRA PARK HOTELS LIMITED

Vijay Dewani
Managing Director

Alpe B. Bopar

Municipal Commissioner
The Kolkata Municipal Corporation

Additional Registrar of
Assurances - I, Kolkata
= 6 MAY 2009

Identified by me
Alpe B. Bopar
(DEBANKIN MANDAL)
Advocate
12 Old Post Office Street,

"LESSOR" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and assigns) of the ONE PART

AND

APEEJAY SURRENDRA PARK HOTELS LTD, PAN NO. AAACB7961L a company incorporated under

the Companies Act, 1956, and having its registered office at 14/7, Mahatma Gandhi Road, Bangalore, hereinafter referred to as the "LESSEE" (which expression shall unless excluded by or repugnant to the subject or context be deemed to mean and include its successors and assigns) of the OTHER PART

WHEREAS

- A. The Lessor is the absolute owner of and/or seized and possessed of and/or otherwise well sufficiently entitled to All That a plot of land comprised in C.S. Dag No. 100(P) in Mouza Boinchtala, J.L. No. 4, Police Station Tiljala, District South 24 Parganas containing an area of 3.358 acres more or less fully described in the Schedule hereunder written and delineated in the map or plan hereto annexed and thereon bordered red and hereinafter referred to as the "said plot" (lying on the western side of Eastern Metropolitan By-Pass between the road along the Town Head Cut Canal and the land leased out by the Lessor to DLF Hilton Consortium).
- B. The Mayor-in-Council of the Lessor approved a proposal to set up a hotel on the said plot for a period of 99 years with the provision of renewal for a further period 99 years, and at its meeting held on 20th December, 2007, vide Item No. 89.4, resolved inter alia:-
 - i) That the proposal of Joint Municipal Commissioner (D) regarding allotment of the said plot at Mouza Boinchtala on lease basis, as detailed in the agenda item, be taken up for consideration and be approved.
 - ii) That the Department be allowed to initiate action for leasing out the said plot having an area of 3.358 acre more or less through competitive

bidding process for the specific purpose of setting up a hotel for a period of 99 years with the provision of renewal for a period of 99 years subject to observation of other formalities.

- C. Bids were invited by the Lessor for long term lease of the said plot on various terms and conditions contained in its Request For Proposal dated 24th March, 2008 and at a pre bid meeting held on 12th April, 2008 attended by representatives of the bidders and also by various officers of the Lessor, queries raised by potential bidders who chose to attend the meeting were taken and answered during the meeting, which queries and the answers were accepted consensually by all the parties present in the said pre bid meeting and approved by the Hon'ble Mayor of the Lessor on 15th April, 2008.
- D. At the conclusion of the bidding process, the Lessee was declared to be the highest bidder to obtain a lease of the said plot by the Lessor by its letter No. 40/PPP/08-09 dated 26th April, 2008 and the Lessee was called upon to comply with the terms and conditions of the offer and for grant of a lease thereof.
- E. The Lessor had in the meantime, placed the matter for consideration before its Mayor-in-Council and the Mayor-in-Council in its meeting dated 25th April, 2008 in respect of Item No. M 104.17 recommended the proposal regarding allotment of the said plot to the Lessee for setting up a hotel subject to terms and conditions as specified in the Request For Proposal Document and the Mayor-in-Council resolved inter alia, as follows:-
- i) That the proposal of Joint Municipal Commissioner (Dev) regarding allotment of the said plot admeasuring 3.358 acre of land at Mouza Boinchtala on Eastern Metropolitan By-Pass side for long term lease, as detailed out in the agenda item, be taken up for consideration.

- ii) That the proposal of the Department for acceptance of the highest bid of Rs. 135,77,000,00/- for the said plot of land admeasuring 3.358 acres of land at Mouza Boinchtala on the Eastern Metropolitan By-Pass side as submitted by the Lessee, be approved.
- iii) That the proposal of the Department for making allotment of the said plot of land admeasuring 3.358 acres of land to the Lessee after realization of bid money of Rs. 135,77,000,00/-, on lease for 99 years renewable for an additional period of 99 years, subject to non default of the payment of annual nominal rent and other terms and conditions during the initial period, for setting up the hotel therein, be approved.
- iv) That the Lease Deed be executed subsequently after observation of all other formalities

F. The Lessee has in terms of the said letter dated 26th April, 2008 of the Lessor, paid to the Lessor the entire consideration or premium of a sum of Rs.135,77,00,000/- (Rupees One Hundred Thirty Five Crores and Seventy Seven Lakhs only) for lease of the said plot in the following manner:

<u>Cheque No.</u>	<u>Date</u>	<u>Amount</u>
107670	22/04/2008	Rs. 50,00,000.00
109030	24/05/2008	Rs.67,88,50,000.00
110015	24/06/2008	Rs.67,38,50,000.00

G. The Lessee has after necessary investigation satisfied itself of the title of the Lessor in respect of the said plot and its right to grant a lease thereof to the Lessee on the terms herein contained and has agreed not to put or raise any requisition or objection thereto in future.

I. H. The Lessee and Lessor have caused joint survey and measurement of the said plot and the Lessee has on 22nd July, 2008 been put in vacant and peaceful possession of the said plot, to its satisfaction.

J. I. The Lessee by its letter dated 4th March, 2009 and on the grounds mentioned therein, requested the Lessor for modification of certain clauses of the proposed Deed of Lease.

J. Upon consideration of the proposal of the Lessee referred to in the last preceding paragraph, the Mayor-in-Council of the Lessor at its meeting held on 11th April, 2009 vide Item No.M-142.1 resolved inter alia, as follows:-

"II That the modification to the draft Lease Deed as proposed by the Lessee viz. Apeejay Surrendra Park Hotels Ltd. be accepted as follows:

Clause 2.5: To apply for sanction of plan for construction of the hotel project within 12 months from the date of execution of this Deed of Lease and to complete construction and commission the hotel project within a period of 36 months from the date of sanction of building plan. However, it is clarified by the Lessor that if clearances (including the environmental clearances) take more than reasonable time to be obtained, then in terms of clarification being Sl No. 2 of the pre bid meeting, extension of stipulated period of 36 months for completion could be considered favourably with the Lessor's assurance that its only interest in envisaging a deadline is to see the fructification of the hotel project and not mechanically insist on any deadline, per se, as long as the successful bidder is sincerely trying to complete the hotel project.

Clause 4.4: If the Lessee fails to complete and commission the project within the abovementioned period of 36 months or as may be extended as contained in clause 2.5 and a further grace period of 12 months thereafter,

it shall be liable to pay to KMC, as damages, a sum of Rs.5,00,000/- (Rupees Five Lakhs only) for every month of delay beyond such period. In case the project gets delayed beyond 24 months over and above the abovementioned period, KMC will exercise its right of re-entry and resume possession of the plot which shall thereupon vest in KMC, with all structures thereon, without any claim or demand for compensation. Upon resuming possession, KMC will refund the premium which may have been paid to it by the successful bidder after deducting a sum equivalent to 15% thereof, which shall be treated as an agreed pre-estimate of damages.

- III. That the time-concessions are being provided in the backdrop and context of the international and national recession of economy and the implications thereof, as explained in the letter dated 4th March, 2009 of Shri Atul Khosla, Corporate Director, Apeejay Surrendra Park Hotels Ltd."

- K. The Lessor has now agreed to grant to the Lessee a lease of all that the said plot on the terms and conditions hereinafter contained.

NOW THIS DEED WITNESSETH THAT in pursuance of the said agreement and in consideration of the sum of Rs.135,77,00,000/- (Rupees One Hundred Thirty Five Crores and Seventy Seven Lakhs only) paid by the Lessee to the Lessor before the execution of these presents, the receipt whereof the Lessor doth hereby admit and acknowledge and in consideration of the annual ground rent hereby reserved and the performance of the terms, conditions and covenants on the part of the Lessee as contained herein, the Lessor doth hereby grant and demise unto the Lessee **ALL THAT** the pieces and parcels of land containing an area of 3.358 acres (203.16 cottahs) more or less situate lying at and comprised in C. S. Dag No.100(P), J. L. No. 4, within Touji

No.46B2, Khatian No. 167, Mouza Boinchtala, Police Station Tiljala, District South 24 Parganas fully described in the Schedule hereunder written and delineated in the map or plan hereto annexed and thereon bordered red and hereinafter referred to as the "demised plot" **TOGETHER WITH** all ways, paths, passages, lights, drains, water courses, easements, rights, advantages and appurtenances whatsoever and howsoever to the demised plot belonging or therewith held or enjoyed for the beneficial use and enjoyment of the demised plot **TO HAVE AND TO HOLD** the demised plot **UNTO THE LESSEE** for a period of 99 years commencing from the date of delivery of possession of the demised plot to the Lessee on 22nd July, 2008 and expiring on 21st July, 2107 with a option on the part of the Lessee for renewal of the lease for one further period of 99 years on the expiry of the term of these presents **YIELDING AND PAYING** therefor unto the said Lessor annual ground rent of Re.1/- (Rupee One only) per cottah or part thereof comprised in the demised plot and on the terms and conditions hereinafter contained.

2. THE LESSEE HEREBY AGREES AND COVENANTS WITH THE LESSOR AS FOLLOWS: -

- 2.1 To pay to the Lessor the yearly rent of Re. 1/- (one) per cottah or part thereof of the demised plot, by the 15th day of January of the year for which the same is payable without any delay, default or abatement whatsoever.
- 2.2 To pay all present and future taxes (including property tax as per the assessment and annual valuation), rates, fees (including building sanction fees), cesses and other impositions of every description in respect of the land and the structures thereon which are or may be assessed to be payable by the owner or occupier thereof presently or in future and all increases thereof to any

authority/authorities during the period of the lease and keep the Lessor saved and harmless in that respect.

- 2.3 To use the demised plot only for the purpose of running a hotel thereon (provided however that the Lessee may by itself or through others use part of the demised plot for running activities incidental to or ancilliary with a hotel, like a shopping arcade).
- 2.4 To undertake at its own cost the construction of a hotel on the demised plot in accordance with the sanctioned building plan, and as per Building Rules and the detailed architectural, structural and electrical design submitted by it and sanctioned by the Lessor. Any change in the project plans should be informed to the Lessor in writing at least 30 days prior to making the change. According to Building Rules and pre bid meeting answer at Sl Nos. 1, 10 and 12, FAR of 2.75 will be allowed for one building; there is no height restriction in respect of the proposed building on the demised plot and if the basement(s) is/are used for car parking, then the area of such basement is not part of FAR/FSI, otherwise such area is part of FAR/FSI.
- 2.5 To apply for sanction of plan for construction of the hotel, project within 12 months from the date of execution of this Deed of Lease and to complete construction and commission the hotel project within a period of 36 months from the date of sanction of building plan. However, it is clarified by the Lessor that if clearances (including the environmental clearances) take more than reasonable time to be obtained, then in terms of clarification being Sl No. 2 of the records of pre bid meeting as approved by the Hon'ble Mayor and as accepted by the Mayor-in-Council (vide aforesaid resolution No. M-142.1 dated 11th April, 2009), extension of stipulated period of 36 months for completion could be considered

favourably with the Lessor's assurance that its only interest in envisaging a deadline is to see the fructification of the hotel project and not mechanically insist on any deadline, per se, as long as the successful bidder is sincerely trying to complete the hotel project.

- 2.6 To adhere to comply with and follow all applicable laws, rules and regulations for construction and the use enjoyment and possession of the demised plot and the hotel to be erected thereon [including but not limited to the Land Use Development and Control Plan (LUDCP) of KMDA for Eastern Fringe of Kolkata Municipal Corporation (KMC/Lessor) Area and the Building Rules of KMC] and to be solely answerable and responsible for all breaches and/or defaults in compliance thereof.
- 2.7 To comply with at all times, all applicable laws, rules and regulations concerning the plot, the hotel project or its operations and business and to keep the Lessor saved harmless and indemnified for all losses claims and demands which the Lessor may suffer or be put to by reason of any breach or alleged breach of the aforesaid covenant.
- 2.8 To obtain at its own cost all permission and licences which may be necessary to run a hotel on the demised plot and observe and perform all laws, rules and regulations which may be required to be observed and performed by it, at its own costs and responsibility keeping the Lessor saved harmless and indemnified in this regard.
- 2.9 To arrange for and establish a scientific process for the collection of garbage, refuse and sewage generated from the demised plot and/or from the hotel to be

constructed on the demised plot in accordance with applicable law, rules and regulations.

- 2.10 To install necessary pollution control equipments and facilities and to obtain necessary periodical clearances in this regard from applicable authorities.
- 2.11 To ensure that quality of effluents, if any, generated from the demised plot shall conform to the norms laid down by the West Bengal State Pollution Control Board and the Lessor and to discharge all effluents in accordance with applicable laws, rules and regulations.
- 2.12 To keep the demised plot clean and free from all sorts of nuisance and not to allow accumulation of water which is or can be a health risk or unhygienic, on it at any time.
- 2.13 To keep all structures to be erected on the demised plot in good and tenantable repair and condition and to maintain the same as a first class commercial building.
- 2.14 To take necessary precautions towards fire safety and carry out regular maintenance and replacement of electrical wirings installations and appliances.
- 2.15 To insure the demised plot and all structures to be constructed thereon for adequate value and to keep the same adequately insured for the entire term of the lease against such risks as are normally insured against.
- 2.16 The Lessee shall at all times during the said term upon receipt of reasonable previous notice in writing considering the nature of business of the Lessee, allow

the Lessor its agents and servants to enter into and upon the demised plot and view the condition thereof and give or leave notice of any defect in such condition and notwithstanding that such defect may not have been caused by any act or default on the part of the Lessee its agents and servants, the Lessee shall be liable to make good the same within 15 days after such notice shall have been given or left.

2.17 To make regular payments for consumption of electricity, water and other services supplied to the demised plot and to keep the Lessor saved and harmless in this regard. In the event there are any amounts outstanding with respect of water and electricity consumed for the demised plot on the expiry or sooner determination of this Lease Deed, the Lessee shall make payments for the same to the concerned authority.

2.18 The Lessee will be entitled to mortgage the demised plot to banks or financial institutions only for raising construction finance without however foisting any liability on the Lessor. The Lessee shall always indemnify and hold the Lessor indemnified and harmless of any demand or claim arising out of such mortgage.

2.19 To apply for classification of its hotel, immediately after construction of the hotel, unless it is permissible to do so earlier, with the Ministry of Tourism and to keep its classification valid on regular basis, as may be the norm, and to submit to the Lessor a copy of all documents submitted to Ministry of Tourism/ any other body for accreditation within 30 days of such submission. The hotel classification communicated by Ministry of Tourism/any other body in writing to the Lessee shall be forwarded to the Lessor within 30 days of receiving the same.

2.20 Not to sub-divide the demised plot or any building erected thereon.

2.21 Not to amalgamate the demised plot or any part thereof with any other plot or plots of land without prior permission of the Lessor.

2.22 [Not to use or permit the use of the demised plot and/or any structures erected thereon or any part thereof for any other purpose other than for running a hotel. Development of residential complex on the demised plot and/or part thereof or projects, where it is proposed to let out part or whole of the hotel on time share basis will not be allowed (except service apartments to which the Lessor may have no basic objections provided the arrangements are an integral part of the hotel, as clarified in pre bid meeting answer at Sl. No. 6). The Lessor reserves its right to re-enter and resume possession of the demised plot in case of breach of this condition by the Lessee. Upon exercise of its right of re-entry and resumption of possession, the plot and all structures thereon will vest in the Lessor without any claim or demand for refund of premium or compensation.]

2.23 Not to remove any earth from the demised plot for any purpose other than for the purpose for which the land is settled, which earth should be used for re-filling of trenches excavated for construction and not to cause any damage or depreciation to the demised plot.

2.24 Not to carry on or permit to be carried on or committed in the demised plot or any part thereof any offensive noisy or dangerous trade business manufacture or occupation nor use the same or allow the same to be used for any illegal or immoral activity or any activity contrary to law or offensive or which is a cause of nuisance disturbance annoyance or inconvenience to its neighbours.

- 2.25 Not to keep any heavy articles on the floors of the structures to be erected on the demised plot nor bring in or store or allow to be brought in or stored in the demised plot any inflammable combustible or explosive substance or any hide, skin or other articles likely to injure or damage the demised plot and/or the structures to be constructed thereon and not to do or allow to be done on the demised plot anything that may deteriorate the value of the demised plot or injure the same in any way, except in accordance with law.
- 2.26 Not to allow the demised plot or any construction thereon or any part thereof to be used as a place of public worship or burial and not allow any shrine, temple, mosque, church or any other kind of place of worship to be erected thereon or any part to be used for the said purposes.
- 2.27 Not to assign and/or transfer its right or interest in the demised plot or in any part thereof or in the structures thereon or part thereon without previous consent in writing of the Lessor PROVIDED HOWEVER that the Lessee shall always have the right during the tenure of the lease and without Lessor's prior approval to sub lease, license or run, through third parties, a shopping arcade/ and other ventures, not inconsistent with the business of a hotel and enter into appropriate contracts for operating the same on terms and conditions, not contrary to or inconsistent with the terms and conditions hereof.
- 2.28 At the expiry or sooner determination of the term of these presents to peaceably make over and surrender to the Lessor the demised plot and all structures thereon or to be erected thereon, in good condition, reasonable wear and tear by use thereof excepted, without any claim or demand for compensation in respect of the demised plot and/or the structures thereon or to be erected thereon.

3. THE LESSOR HEREBY COVENANTS WITH THE LESSEE THAT the Lessee regularly and punctually paying the rent hereby reserved and observing and performing all covenants on its part herein contained to be paid observed and performed may hold and enjoy the demised plot with all constructions thereon or to be erected thereon during the term hereby created and the renewal thereof, without any claim, demand or interruption by the Lessor or any other person claiming through under or in trust for the Lessor.

3.1 The Lessor hereby agrees and confirms that the Lessee shall have the right to construct and develop a hotel project on the demised plot and to operate and maintain the same on terms and conditions set out in the RFP Document during the term of these presents.

4. THE LESSOR AND THE LESSEE HEREBY AGREE AND COVENANT WITH EACH OTHER AS FOLLOWS: -

4.1. On the expiry of the period of this lease, subject to the Lessee complying with the terms of the Lease Deed, the Lessee shall have one option for one renewal thereof, (which option the Lessee shall exercise by providing prior 6 months notice in writing) for a like term of 99 years without any payment of further premium and without any further option for renewal and on the same terms and conditions contained in these presents (except this clause for renewal) and upon such option being exercised, the Lessor shall execute and cause to be registered in favour of the Lessee, a Deed of Renewal of Lease in respect of the demised plot at the cost and expense of the Lessee.

4.2. Any demand for payment or notice required to be made or given to the Lessee shall be sufficiently made or given if sent by the Lessor to the Lessee at its

registered office or at the demised plot or to such other address as may have been intimated by the Lessee to the Lessor in writing and any notice required to be given to the Lessor shall be sufficiently made or given if sent by the Lessee to the Lessor at the address of the Head Office of the Lessor or such other address as may have been intimated by the Lessor to the Lessee marked for the attention of the Municipal Commissioner or such other officer as may have been so intimated.

- 4.3. Notwithstanding anything herein contained, if the Lessee is in breach of any of the terms, conditions and covenants herein contained and on its part to be paid observed or performed and the Lessor calling upon the Lessee to rectify the breach complained of and such breach not being cured or rectified to the Lessor's satisfaction within a period of six months from the date of service of such notice or if the Lessee shall go into liquidation or enter into a compromise with its creditors, then and in any of the said cases, it shall be lawful for the Lessor at any time thereafter to treat this demise as determined and to re-enter into and upon the demised plot or any part thereof in the name of the whole and the same to have again re-possession and enjoyed as in its former estate.

- 4.4. If the Lessee fails to complete and commission the project within the abovementioned period of 36 months or as may be extended as contained in clause 2.5 and a further grace period of 12 months thereafter, it shall be liable to pay to KMC, as damages, a sum of Rs.5,00,000/- (Rupees Five Lakhs only) for every month of delay beyond such period. In case the project gets delayed beyond 24 months over and above the abovementioned period, KMC will exercise its right of re-entry and resume possession of the plot which shall thereupon vest in KMC, with all structures thereon, without any claim or demand for compensation. Upon resuming possession, KMC will refund the

premium which may have been paid to it by the successful bidder after deducting a sum equivalent to 15% thereof, which shall be treated as an agreed pre-estimate of damages.

- 4.5. The failure of either party to enforce in any one or more instances, performance of any of the terms covenants and conditions of these presents shall not be construed as a waiver or relinquishment of any right or claim granted or arising hereunder or of the future performance of any such term condition and covenant and such failure shall not in any way affect the validity of the Lease Deed or the rights and obligations of the parties hereto. The parties agree that a waiver of any term or provision hereof may only be made by a written instrument of modification of lease executed by both parties hereto.
- 4.6. The cost of preparation of these presents including stamp duty and registration fees shall be paid and borne by the Lessee and this Deed of Lease shall, after registration remain with the Lessee who shall provide to the Lessor at its own cost, a certified copy thereof.
- 4.7. Both parties to the extent practically possible, shall keep confidential all information and other terms and conditions in relation to this Lease Deed and shall not without prior written consent of the other, divulge such information to any other person or use such information in any manner whatsoever except as required by law, or by government regulation, requirement or, order, or as may be necessary to establish or assert its rights hereunder.
- 4.8. Disputes and differences arising out of or in connection with or relating to the interpretation or implementation or termination of this Lease Deed which cannot be settled by mutual negotiation within 60 days, shall be referred to the sole

arbitration of the Hon'ble Mayor of The Kolkata Municipal Corporation and if he declines, to his nominee. Such arbitration shall be held according to the provisions of the Arbitration and Conciliation Act, 1996 and any modification or reenactment thereto. The venue of the arbitration proceedings shall be at Kolkata and language of the arbitration shall be English. The arbitration award shall be final and binding upon the parties and the parties agree to be bound thereby and to act accordingly. When any dispute has been referred to arbitration, except for the matters in dispute, the parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations, under these presents, to the extent practicable.

4.9. In the event of the demised plot or any part thereof or any structure thereon being materially damaged or destroyed by earthquake tempest or other act of God or any irresistible force or fire not caused by any act or neglect on the part of the Lessee its agents and servants so as to render the demised plot or any part thereof substantially and permanently unfit for the purpose for which it has been let, this lease shall at the option of the Lessee be void.

4.10. In the event of the demised plot or any part thereof being acquired by the Government or any local authority under any law for the time being in force or being requisitioned under any law for the time being in force, then this demise shall determine from the date when possession of the demised plot shall be taken by the acquiring or requisitioning authority or any earlier date if so required by them and the Lessee shall have no claim against the Lessor for disturbance but shall be entitled to the whole of the compensation money or rent in respect of such acquisition or requisition, only.

- 4.11. Both the Lessor and Lessee expressly for registration of these presents.
- 4.12. Courts at Kolkata shall have the exclusive jurisdiction to try and entertain all disputes arising out of this Lease Deed and the transaction contemplated herein.

THE SCHEDULE ABOVE REFERRED TO

ALL THAT pieces and parcels of land containing an area of 3.358 acres more or less lying situate at and comprised within the various Dags hereinbelow mentioned in Touji No.46B2, Khatian No. 167 Mouza Boinchtala, J. L. No.4, Police Station Tiljala, District South 24 Parganas and delineated in the map or plan hereto annexed and thereon bordered in red OR HOWSOEVER OTHERWISE the demised plot is now or heretofore was known numbered delineated butted bounded described or distinguished.

Particulars of the Dag Number comprised in the demised plot is given below: -

C.S. Dag No.	Area (sq. ft.)
100(P)	146274.48

The demised plot is butted and bounded in the manner following that is to say: -

ON THE NORTH : By C.S. Dag No. 100(P)

ON THE EAST : By E M Bypass

ON THE SOUTH : By C.S. Dag No. 100(P) and

ON THE WEST : By C.S. Dag No. 100(P)

IN WITNESS WHEREOF the parties to these presents have hereunto set and subscribed their respective hands the day month and year first above written.

SIGNED AND DELIVERED for and on behalf of the Lessor, THE KOLKATA MUNICIPAL CORPORATION by Mr. Alapan Bandyopadhyay, IAS, its Municipal Commissioner at Kolkata in the presence of:

Alapa *Bandyopadhyay*

Municipal Commissioner
The Kolkata Municipal Corporation

Md. Sahidul Islam.

S. ISLAM, IAS
JOINT MPL. COMM.
KOLKATA MUNICIPAL CORPORATION

*(DESHBANDHU MANDEL) Advocate,
High Court,
Calcutta*
SIGNED AND DELIVERED for and

on behalf of the Lessee, APEEJAY SURRENDRA PARK HOTELS LTD by Mr. Vijay Dewan, its Managing Director pursuant to a resolution of its Board of Directors passed at its meeting held on 23rd January, 2009, at Kolkata in the presence of:

APEEJAY SURRENDRA PARK HOTELS LIMITED

Vijay Dewan
Managing Director

From, K.M.C.

*Pragita Braha
BE-93 Subar I
Salt Lake
Kolkata - 700064*

*Drafted by me
Soumya Banerjee
Advocate,
High Court of
Calcutta*

der Section 52 & Rule 22A(3) 46(1))

istration at 17.30 hrs on :06/05/2009,at the Private residence by Vijay Dewan,Claimant.

ecution(Under Section 58)

itted on 06/05/2009 by
Bandyopadhyay,Municipal Commissioner,The Kolkata Municipal Corporataion,5, S. N. Banerjee
ata, profession :Service
Dewan,Managing Director,Apeejay Surrendra Park Hotels Ltd.,14/7, Mahatma Gandhi
alore,Pan No. A A A C B7961 L, profession :Others
anjan Mandal, son of 12, Old Post Office St. Kolkata Thana:, by caste Hindu,By Profession

Name of the Registering officer :Dines Kumar
Mukhopadhyay
Designation :A. R. A. -I KOLKATA

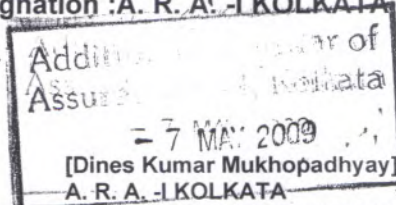
missibility(Rule 43)

rule 21 of West Bengal Registration Rule, 1962 duly stamped under schedule 1A Article number :35
ndian Stamp Act 1899.

s under article : A(1) = 14934689/- ,E = 21/- ,A2(a) = 17/- ,I = 55/- ,M(a) = 25/- ,M(b) = 4/-

Rs 95039217/- is paid, by the draft number 155389, Draft Date 06/05/2009 Bank Name STATE BANK
a, received on :07/05/2009.

Name of the Registering officer :Dines Kumar
Mukhopadhyay
Designation :A. R. A. -I KOLKATA



OFFICE OF THE ADDITIONAL REGISTRAR OF ASSURANCE-I OF
KOLKATA

Govt. of West Bengal



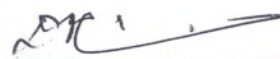
		Thumb	Fore	Middle (Right)	Ring (Hand)
					Little

1
↓
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Sl.NO.	Signature of the executants/and/ or Purchaser/ Presentants					
						
		Little	<u>Ring</u>	<u>Middle</u> (Left)	Fore (Hand)	Thumb
						
		Thumb	<u>Fore</u>	<u>Middle</u> (Right)	Ring (Hand)	Little
						
		Little	<u>Ring</u>	<u>Middle</u> (Left)	Fore (Hand)	Thumb
		Thumb	<u>Fore</u>	<u>Middle</u> (Right)	Ring (Hand)	Little
		Little	<u>Ring</u>	<u>Middle</u> (Left)	Fore (Hand)	Thumb
		Thumb	<u>Fore</u>	<u>Middle</u> (Right)	Ring (Hand)	Little

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ume number 10
from 7770 to 7794
No 04974 for the year 2009.




(Kumar Mukhopadhyay) 07-May-2009
A. -I KOLKATA
ce of the A.R.A.-I KOLKATA
t Bengal

Dated this 6th day of May, 2009

BETWEEN
THE KOLKATA MUNICIPAL CORPORATION
AND
APEEJAY SURRENDRA PARK HOTELS LTD

DEED OF LEASE



Additional Registrar of
Assurances - I, Kolkata
- 6 MAY 2009

Fox & Mandal,
Advocates,
12, Old Post Office Street,
Kolkata.