

28 606

भारतीय गैर न्यायिक

पचास
रुपये

रु. 50

FIFTY
RUPEES

Rs. 50



INDIA NON JUDICIAL

असम ASSAM

Admission under Sec. VI of 1908
STAMP
Date

35/11

20 R.K. Baruah

4/12/08

4/12/08

15,02,680/-
29/-

50.00



36/5/11

P.M.
06/05/16

823

4/5/16



For and on behalf of
THE INDIAN HOTELS CO. LTD.

20 P. Sarker

P. SANKER
Vice President Legal & Company Secretary
and Constituted Attorney

20 R.K. Baruah

For and on behalf of
THE INDIAN HOTELS CO. LTD.

SD P. Sanker

P. SANKER
Vice President Legal & Company Secretary
and Constituted Attorney

LEASE DEED

This Indenture of Lease made at Guwahati this 6th day of October, 2008
between

THE GOVERNOR OF THE STATE OF ASSAM, acting through Director of Tourism, Government of Assam (hereinafter referred to as "the Lessor") which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors and permitted assigns, of the FIRST PART;

AND

THE INDIAN HOTELS COMPANY LIMITED, a company incorporated under the Indian Companies Act, 1882 and having its Registered Office at Mandlik House, Mandlik Road, Colaba, Mumbai- 400 001 (hereinafter referred to as "the Lessee") which expression unless repugnant to the context or meaning thereof shall be deemed to mean and include its successors permitted assigns and associate companies of the SECOND PART;

"the Lessor" & "the Lessee" are individually referred to as "Party" and collectively as "Parties".

WHEREAS

- a) The Lessor desires to develop the tourism industry in the state of Assam and acknowledges that development of tourism potential involves the development, operation and maintenance of suitable infrastructure facilities and the State needs to be promoted both at national and international level, as a tourist destination.
- b) The Lessor has taken the policy decision to invite private investment under a Public Private Participation (PPP) structure to enable the development and implementation of tourism projects to develop the tourism potential of certain identified areas of the State of Assam.
- c) The Lessee owns and operates several Hotels in India and abroad and has acquired considerable expertise in the field of hotel operation,

management, designing, renovation and development, and has at its disposal resources and a large number of highly trained and skilled staff for running, managing and operating hotels through the use of advanced techniques and technology, in the field of hoteliering and hospitality.

- d) The Lessor has decided to allot a plot of land admeasuring 15 Bighas covered by Dag No. 613 situated at Khanapara, G S Road, Guwahati Assam (which plot is under the title and possession of the Department of Tourism, Government of Assam) on lease to the Lessee for the development of a 5 Star Hotel of international standards with the objective of developing tourism infrastructure in the State and the Lessee has agreed to accept the Lease on the terms and conditions appearing hereinafter.

NOW THEREFORE THIS INDENTURE WITNESSETH

ARTICLE - 1: DEFINITIONS

In this Deed, the following word/s shall have the following meaning: -

- (1) "Demised land" shall mean and include all the land and hereditament and premises admeasuring 15 Bighas covered by Dag No. 613, situated at Khanapara, G S Road, Guwahati, Assam and more particularly described in the Schedule attached hereto and delineated on the Plan annexed thereto.
- (2) "Force Majeure" shall mean and include natural calamities, outbreak of war, hostility (whether war is declared or not) acts of foreign enemies, Acts of God, riots, earthquakes, floods, civil commotion/ strife, invasions, communal strife, terrorism, political instability, insurrection, insurgency, partial or total destruction/ damage to the Hotel, revocation of approvals, no objections, consents, licenses granted by the Government, action and / or order by statutory and/or Government authority, acquisition, requisition or dispossession of the land or any part thereof by any third party or Governmental or other authority or any national/ international events substantially affecting the tourist and business travellers' inflow into India and/or any major environmental problem or any similar causes beyond the control of the respective Parties hereto resulting in the Parties hereto being unable to perform their covenants and/or obligations under this Agreement.
- (3) "Gross Revenue" of the Hotel for any year shall mean the total amount of revenue derived by the Lessee from the operation of the said Hotel and its facilities including income from room occupancy charges, sale of food, beverages, liquor and smokes, outdoor catering, commercial space on account of rent and/or licence fee from the sub-lessees, concessionaires and licencees of every description and kind and the excess of recovery over direct expenditure incurred in respect of any other service or facility provided by the Lessee to the guests of the Hotel which are availed by the Lessee from an outside party/ies at a consideration BUT shall exclude and be arrived at after deducting the following:-

For and on behalf of
THE INDIAN HOTELS CO. LTD.

Sd/- P. Sanker

P. SANKER
Vice President Legal & Company Secretary
and Constituted Attorney

Sd/- K. Boruah

- 59
- 4/12/08
- (a) all applicable taxes such as luxury tax, sales tax, entertainment tax, expenditure tax and the like by whatever name called now or in future which the Lessee has agreed to pay or is bound to pay;
 - (b) discounts/allowances/commissions paid or payable to travel agents, tour operators and credit card agencies or any other agency/person booking rooms in the said Hotel or given by the Lessee at its discretion in the course of its business;
 - (c) profit on sale of assets/investments and other assets of capital nature;
 - (d) the income earned by the shopkeepers and other licencees/concessionaires and sub-lessees by use of the commercial space or any other specific facility of the said Hotel;
 - (e) amounts separately recovered or recoverable from guests/customers and licencees being in the nature of reimbursement of expenses incurred by the Lessee towards telephones, electricity, air-conditioning etc;
 - (f) service charges, if any, or any other amounts collected for and on behalf of the employees and paid/payable to them; as also recoveries made from the employees towards cost of meals provided to them;
 - (g) amounts paid to or received by the said Hotel for payments made by the said Hotel to any third party towards goods and services not provided by or within the said Hotel;
 - (h) amount realized from the sale of scrap and empties; and
 - (i) bad debts duly certified by company's auditors

For and on behalf of
THE INDIAN HOTELS CO. LTD.

sd/ P. Sanker

P. SANKER
Vice President Legal & Company Secretary
and Constituted Attorney

- (4) "Hotel Project" means the proposed hotel to be constructed, operated and managed at the behest, initiation and promotion of 'the Lessee' as per approved and sanctioned plan.

ARTICLE - 2: LEASE

- (1) That in consideration of the payment to the Lessor of the sum reserved and stipulated and the covenants mentioned hereinafter on the part of the Lessee to be paid, observed and performed, the Lessor doth hereby demise unto the Lessee all that piece or parcel of land admeasuring 15 Bighas covered by Dag No. 613, situated at Khanapara, G S Road, Guwahati, Assam (Demised land), on lease from the date of this Indenture for a period of 60 (Sixty) years for the purpose of constructing, developing and operating/carrying on the business of a 5 Star Hotel of international standards consisting of not less than 125 rooms, along with restaurant/s, bar and appropriate conferencing/banquets facilities and back of the house/service areas together with all tourism related activities (herein called "the Hotel"), at its own cost and expenses.

sd/ D. K. Balamah.

4/12/08
The Lessor will hand over vacant, uninterrupted and unobstructed possession of the demised land to the Lessee, free from all encumbrances/charges, immediately on execution of this deed and on payment of such amount as may be mentioned hereunder.

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ARTICLE - 3: CONSTRUCTION OF HOTEL PROJECT

- (1) The Lessee shall construct the Hotel on the demised land at its own cost and expenses, in accordance with the plan duly approved and sanctioned by the Guwahati Municipal Corporation (GMC) or Guwahati Metropolitan Development Authority (GMDA) and/or any other statutory Authority and/or other statutory authorities as may be required from time to time by the relevant statutes applicable to the context.
- (2) Based on its experience the Lessee will, at its sole discretion, subject to the provisions of sub-clause 1 above, decide on the facilities such as rooms, suites, function rooms, restaurants, bar etc. and other salient features to be provided in the Hotel. The Lessee shall however, be obligated to submit the following to the Lessor:-
- i) the names of the Architects, Consulting Engineers, and other specialists and consultants engaged/appointed by the Lessee for construction of the Hotel for its record.
 - ii) the schematic plans, layouts and schematic designs, concept of services design including air-conditioning, plumbing and electrical systems in respect of the said Hotel.

Any suggestion that may be given by the Lessor to the Lessee with regard to the above shall be duly considered by the Lessee.

- (3) The Lessee shall, as soon as possible and not later than six months from the date of the receipt of the approval of the Building Plans from GMC and GMDA, start construction of the Hotel Project and shall commission the Hotel for operation within forty-eight months of execution of this Deed subject to grant of all requisite approvals from the concerned authorities. Notwithstanding the availability of forty eight months for commissioning the Hotel, the Lessee shall endeavour to commission the Hotel at the earliest possible.
- (4) The Hotel being an important facility for development of tourism in the State of Assam, the Lessor has designated Department of Tourism, Government of Assam as its nodal agency for implementation of the Hotel project and undertakes to facilitate granting of the requisite permissions, approvals and licences to the Lessee for the due and timely construction and implementation of the Hotel. The Lessor shall also facilitate making other necessary infrastructure facilities available to the Lessee for implementation of the Hotel Project. The Lessor shall also assist the Lessee in availing of the benefits/incentives available to the Hotel industry from time to time under different Policies of the State and the Central Government.
- (5) The Lessee shall ensure that the Hotel building so constructed is in a workman like manner, using the building material of the standard description so as to ensure that the said hotel building conforms to the specifications. The hotel building so constructed shall be in compliance with all laws, rules and regulations as in force and applicable to such building and will be in accordance with the plans.

for and on behalf of
THE INDIAN HOTELS CO. LTD.

Sd/- P. Sankar

P. SANKER
Vice President Legal & Company Secretary
and Constituted Attorney

Sd/- D. K. Boruah

- (6) The Lessee shall construct the Hotel after obtaining the requisite approvals from the municipal/statutory authorities as may be required.
- (7) Until the construction of the hotel building has been completed, the Lessor shall be entitled to view the state and progress of the construction at site and the quality of materials being used in construction through its duly authorized representatives at its cost and expenses by giving a reasonable notice to the Lessee.
- (8) The Hotel Building and appurtenance fitting and fixtures in 'Demised Land' shall, for and in this context, always be treated as the exclusive property/properties of the Lessee.
- (9) Since the Hotel shall be constructed by the Lessee or by their duly authorized agents no further deed or document will be required for getting their name recorded in the G.M.C. or G.M.D.A. The Lessee can move the authorities on the strength of this deed for completion of required formalities.
- (10) The Lessor reserves to itself the right to all minerals on or under the demised land together with such rights of way and other reasonable facilities as may be required for working, gathering and carrying away such minerals.
- (11) The Lessee shall have the right to expand the Hotel, as it may deem fit, from time to time, subject to compliance with the applicable laws and the provisions of clause (2) of this Article.

4/12/08
 For and on behalf of
THE INDIAN HOTELS CO. LTD.

sd/ P. Sanker
P. SANKER
 Vice President Legal & Company Secretary
 and Constituted Attorney

ARTICLE - 4: CONSIDERATION

- (1) The Lessee shall pay to the Lessor every year, as and by way of lease rent for the demised land, by way of a Demand Draft/Cheque payable at par at Guwahati in favour of 'Director, Tourism, Government of Assam, Guwahati' (or in the manner as may be decided by the Lessor from time to time) as detailed hereunder:-

- Commencing from the date of receipt
 of approval of Building Plans of the Hotel
 from GMC/GMDA till Year 4

Rs. 30.00 lacs

- Year 5 onwards till the
 expiry of Term of the Lease

Rs. 30 .00 lacs increasing by
 10% every three years

PLUS

an amount equivalent to 3% of
 the "Gross Revenue" of the Hotel

Notwithstanding the above schedule, if the Hotel becomes operational within the first four years of the lease, then and in that event, the Lease Rent payable from year 5 onwards shall become payable from the date the Hotel becomes operational. The Hotel shall be deemed to become operational when the first paying guest checks into the Hotel.

sd/ D. K. Balaran

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- (2) The lease rent shall be payable in four equal quarterly installments within 10 days of the expiry of each quarter based on the estimated Gross Revenue of the Hotel as shall be intimated by the Lessee to the Lessor.
- (3) The Lessee shall furnish to the Lessor for every financial year, within a period of thirty (30) days from the date on which the audited accounts of the Lessee for such financial year are approved and adopted at the Annual General Meeting of the shareholders of the Lessee, a statement duly certified by the statutory auditors of the Lessee appointed in pursuance of the relevant provisions of the Companies Act, 1956, giving the breakup of the various items comprising the "GROSS REVENUE" of the said Hotel along with the computation of the lease rent payable for that year by the Lessee to the Lessor. 4/12/08
- (4) Within forty five (45) days of holding the Annual General Meeting of the shareholders of the Lessee at which the annual audited accounts of the Lessee are placed and adopted in accordance with the provisions of the Companies Act, the Lessee shall pay to the Lessor the lease rent falling short of the lease rent becoming due and payable on annual "GROSS REVENUE" basis as certified by the statutory auditors of the Lessee after adjusting the payments already made. Any payment made in excess by the Lessee to the Lessor shall be adjusted against the next installment/ of the lease rent becoming due and payable by the Lessee to the Lessor.
- (5) The Lessor shall have the right, at all times, during the period of this agreement to inspect the books of accounts and other relevant records of the Lessee in respect of the said Hotel with a view to satisfying itself that the "Gross Revenue" as certified by the Statutory Auditors of the Lessee represents a true and fair computation of the "Gross Revenue" actually earned by the Lessee in relation to the said Hotel. The Lessor may for this purpose, have inspection done at its cost by a person or persons in its employment. The Lessor shall, however, give to the Lessee prior written notice of a period of not less than 30 days before the date of commencement of such inspection.

ARTICLE - 5: SECURITY DEPOSIT

- (1) The Lessee shall deposit with the Lessor a sum of Rs. 1,00,00,000/- (Rupees One Crore Only) on the execution of this Lease Deed, through a refundable, interest-free security deposit.
- (2) The Lessor shall refund an amount of Rs. 1,00,00,000/- (Rupees One Crore Only) to the Lessee at the end of the Term of this Lease Deed OR sooner determination of the Lease Deed for any reason whatsoever. The Deposit shall be refunded to the Lessee after making such adjustments as may be necessary in terms of this Lease Deed.

For and on behalf of
THE INDIAN HOTELS CO. LTD.

Sd/- P. Sanker

P. SANKER
Vice President Legal & Company Secretary
and Constituted Attorney

Sd/- D. K. Bagman



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ARTICLE -6: BUSINESS

- 4/12/08
- (1) It is agreed and understood by the Lessee that the demised land has been leased exclusively for construction of the Hotel and carrying on the business of hoteliering together with tourism related activities only and not for any other purpose; the Lessee shall not be entitled to set up any other business in the demised land.
 - (2) The Lessee shall run, operate, conduct and manage the Hotel at its cost and expenses in accordance with highest quality standards and use technology and practices as may be required for operation of a 5 Star Hotel of international standards.
 - (3) The Lessee shall maintain the premises and structures/installations/fixtures in a clean and sanitary condition and in good and substantial repair.
 - (4) The Lessee shall ensure that all requisite rules, regulations and laws applicable to the running, managing, conducting and operation of Hotel are duly conformed to and/or complied with at all times.
 - (5) The Lessee shall not do or carry out any illegal trade or activities in the hotel that are prohibited by law and are against the social ethics.
 - (6) From time to time and at all times during the term of the lease the Lessee shall insure and maintain the said hotel building and all other buildings and structure incidental to the hotel building constructed on the demised land and equipments, amenities and facilities to be provided therein at the highest international standards for the time being applicable to a five-star hotel.

For and on behalf of
THE INDIAN HOTELS CO. LTD.

Sd/ P. Sanker

P. SANKER
Vice President Legal & Company Secretary
and Constituted Attorney

ARTICLE - 7: LESSOR'S COVENANTS

- (1) The Lessor covenants that the Lessee shall during the Term have the exclusive right to enter upon and be in possession of the demised land; build, operate and run the Hotel and carry on all tourism related businesses together with the business of hoteliering without any interference, whatsoever, from the Lessor or any person/authority claiming any right/authority through or under the Lessor.
- (2) The Lessor covenants not to create, assign, charge, mortgage, encumber the land or create any rights adverse to the rights granted under this lease to the Lessee.

Sd/ D. K. Baskar

ARTICLE - 8: TRANSFER/ALIENATE

- 4/12/08
- (1) The Lessee shall not have the right and shall not be at liberty to submit or in any manner transfer the whole or any portion of the demised land or building or buildings erected except in the normal course of business, without the previous sanction of the Lessor in writing, which shall not be unreasonably withheld., PROVIDED HOWEVER that the Lessee shall have a right to secure or mortgage of the demised land or building or buildings erected without yielding possession of the said demised land

and structures or building standing thereon to any financial institution, scheduled bank, statutory corporation or any Government agency for the purpose of raising finance for implementation of the Hotel project or for carrying on its business.

- (2) If the Lessee assigns with prior written permission of the Lessor its leasehold interest in the demised land, the representatives or assigns of the Lessee shall be bound by all the terms covenants and conditions herein contained.

ARTICLE - 9: TAX, RATE, CESS, REVENUE ETC.

- (1) The Lessee shall, with effect from the date of this Indenture, pay and discharge all existing and future rates, taxes and assessment, duties, impositions, outgoing and burdens whatever assessed, charged or imposed upon or in respect of the demised premises or upon the owner thereof (if leviable) or occupier thereof in respect thereof or payable by either in respect thereof.
- (2) The Lessee shall bear, pay and discharge all the existing fees, levied and demanded or payable to the Municipal Authorities or the State Government Authorities or any other authorities concerned as the case may be in respect of the operations of the Hotel.
- (3) The Lessee shall have the right to take all such steps as may be necessary and appropriate to contest such levies, taxes, cess etc., in any Court of Law/ Tribunal including filing of appeals, Writ Petitions, suits and take recourse to such other remedies as it may deem fit and necessary in its discretion.

ARTICLE - 10: RE-ENTRY

- (1) If the demised land or any part thereof shall at any time be required by the Lessor for a public purpose by any competent authority of the State or the Central Government, then and in that event the Lessee shall be entitled to such fair and reasonable compensation for buildings and improvement effected thereon by the Lessee as shall be decided by the said competent authority.
- (2) If a part of the demised land is acquired by the said competent authority and the Lessee continues the operation of the Hotel, then and in that event, notwithstanding the compensation that may be received by the Lessee, there shall be a proportionate reduction in the Lease Rent payable by the Lessee to the Lessor from the date of acquisition of a part of the demised land.
- (3) If the entire demised land or a substantial part of the demised land is acquired by the said competent authority, adversely affecting the normal operations of the Hotel, then in that event the Lessee shall have the right to determine the Lease.

THE INDIAN HOTELS CO. LTD.

SD P. Sanker

P. SANKER
Vice President Legal & Company Secretary
and Constituted Attorney

SD D.K. Barnah

4/12/08

ARTICLE - 11: TERMINATION / DETERMINATION

4/12/08

- (1) In the event of any failure or non-observance on the part of the Lessee of any of the foregoing covenants, terms & conditions, the Lessor shall by notice require the Lessee to rectify such breach or non-observance within a period of 90 (ninety) days, from the receipt of such notice and upon failure of the Lessee to rectify the breach/es so accepted by the Lessee, this lease and the rights hereby created may at the option of the Lessor be determined.
- (2) On sooner determination of the lease or on expiry of the Lease, the Lessee shall peacefully surrender and yield the demised land together with the building and structure thereon and deliver vacant possession of the same to the Lessor. In such an event, the Lessor shall pay to the Lessee the reasonable compensation in respect of the structures and buildings in accordance with the then prevailing market value. The fair market value shall be arrived at by an independent hospitality consultant.
- (3) In case of a default of payment of any sums due under these presents, the Lessee shall be bound to pay, in addition to the arrears, interest at the rate of 10 (ten) per cent per annum on the amount of arrears till the day of payment and the arrears when not paid within 90 (ninety) days of the date on which they fall due shall together with the interest payable thereon, be realizable as arrears of land revenue without prejudice to any other remedy that may be available in law to the Lessor.

FOR AND ON BEHALF OF THE INDIAN HOTELS CO. LTD.

SD/ P. Sanker

P. SANKER
Vice President Legal & Company Secretary
and Constituted Attorney

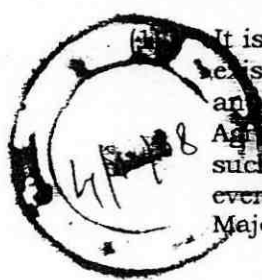
ARTICLE - 12: RENEWAL

- (1) On expiry of the term of 60 years from the execution of this Lease Deed, the lease of the Hotel shall be renewed in favour of the Lessee for a further period of 30 years on the same terms and conditions except the commercial terms which shall be settled/decided by mutual agreement between the parties.
- (2) The option of subsequent renewals after the expiry of the aforesaid period of 30 years shall be exclusively with the Lessor; and be it mentioned here that, if for any reason the Lessor decides to exercise this option in a positive manner, then and in that event, all the terms and conditions including rent and aggregate period of extension shall be discussed and settled mutually by and between the parties hereto. However, the first right of refusal will be given to the Lessee subject to satisfactory observance of the terms during the validity of the Lease Agreement.

SD/ D.K. Bhatnagar

ARTICLE - 13: FORCE MAJEURE

It is agreed that in the event of any of the conditions of "Force Majeure" existing as a result of which either of the Parties is unable to comply with any or fail to perform any of its obligations/ covenants under this Agreement and if such party gives to the other party a written notice of such event within 15 days after the occurrence or presence of such event/s and informing the other party that due to the existence of Force Majeure the party is unable to perform its obligations/ covenants under



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this Agreement, then and in that event, the performance of such obligations/ covenants shall be suspended during the period this inability continues and no consideration will be payable by the Lessee to the Lessor during such period. This clause shall be effective only if the operations of the Hotel are substantially affected adversely for a continuous period of 15 days due to any of the conditions of "Force Majeure".

ARTICLE - 14: INDEMNIFICATION

- (1) If in the course of the implementation of this Agreement any third party claim or liability accrues or arises on the Lessor and/or the Lessee, then the Lessor and/or the Lessee, whosoever is primarily liable to such claim or liability, will defend the same at their own cost and expenses and bear and pay and discharge the same provided such claim or liability has arisen in the course of the implementation of this Agreement in good faith and in the normal course of business and not due to negligence of either party. The Lessor agrees not to take up any defence, claim or stand contrary to the defence or stand or claim taken or made or to be taken or made by the Lessee and vice-versa. PROVIDED FURTHER if any such claim or liability has arisen or accrued as a result of wilful misconduct or gross negligence of the Lessor or the Lessee as the case may be, then and in that event, the party made liable to pay such claim will be entitled to recover the same from party responsible for the act of wilful misconduct or gross negligence and the party responsible for the act hereby agrees to indemnify and keep indemnified the party suffering a loss as a result of its wilful misconduct or gross negligence.

THE INDIAN HOTELS CO. LTD.

sd/ P. Sanker

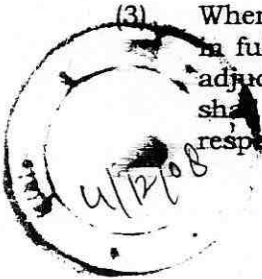
P. SANKER
Vice President Legal & Company Secretary
and Constituted Attorney

ARTICLE - 15: ARBITRATION

- (1) Any dispute arising howsoever in connection with the interpretation or implementation or purported termination of this Agreement, the Parties shall attempt in the first instance to resolve such dispute through amicable consultations.
- (2) If such dispute is not resolved through amicable consultations within thirty (30) days after commencement of discussions or such longer period as the Parties agree to in writing, then any Party may refer the dispute for resolution to arbitration in accordance with the provisions of the Arbitration & Conciliation Act 1996. Unless the parties concur to the appointment of a single arbitrator, the matter in difference shall be referred to two Arbitrators, one to be appointed by each party to the difference, who in turn would appoint the third Arbitrator as the Umpire. The language of the arbitration shall be English. The venue of arbitration shall be Guwahati.
- (3) When any dispute is referred to arbitration, this Agreement shall remain in full force and effect till such time as the Award of the Arbitration is adjudicated by a Judgement of a final Court of Appeals and the Parties shall continue to exercise their respective rights and fulfill their respective obligations under this Agreement.

sd/ D.K. Boruah

sd/ D.K. Boruah



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ARTICLE - 16: NOTICE

- u/12/08
- (1) All communications and notices to be given by either party to the other in connection with right and obligations of both parties under or pertaining to this Agreement shall be sent by Registered Post, or by recorded hand delivery and if given either by courier service, telegram, telephone or verbally, they shall be confirmed by registered letter and addressed as follows:

TO THE LESSOR

Address: The Director, Tourism, Assam
Station Road, Guwahati - 781 001
Tel: 0361-2542748/ 94351 98606 (M)
Fax: 0361-2547102
Attn: Director, Tourism, Assam

TO THE LESSEE

Address: Mandlik House,
Mandlik Road, Mumbai 400 001
Tel: 022-6665 3366
Fax: 022-22027442
Attn: The Company Secretary

- (2) Either party may change individuals designated to receive notices or addresses and in such an event advance notice shall be given to the other party by means of a written notice of any such change.

ARTICLE - 17: STAMP DUTY

- (1) It is hereby agreed that the expenses for the stamp duty & registration of the Lease deed shall be borne by the Lessee.

IN WITNESS WHEREOF, the Parties have executed this Deed, on the day and year first above written

For and on behalf of The Governor of the State of Assam sd/ Dilip Kumar Baruah Name: Dilip Kumar Baruah, Director Tourism Date : 06.10.2008 Place: Guwahati	For and on behalf of The Indian Hotels Company Limited THE INDIAN HOTELS CO. LTD. sd/ P. Sankar P. SANKER Vice President Legal & Company Secretary and Constituted Attorney Name: P. Sankar, V.P. (Legal & C.S.) Date : 06.10.2008 Place: Guwahati
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WITNESSES: -

sd/ H. S. Das
Principal Secretary
Finance & Tourism Dept.

2. sd/ P. K. Bhattacharya
Director Legal
The Indian Hotel c/l
Tai place

SCHEDULE

(forming part of the Lease Deed dated 6th October, 2008)

✓
u/12/08

DEMISED LAND

All that piece and parcel of land admeasuring 15 Bighas covered by Dag No. 613 situated at Khanapara, G S Road, Guwahati, Assam bounded as follows:-

North : Service Road

South : G.S. Road

East : Part of Dag No 613

West : Part of Dag No 613

sd) B. K. Baruah

and as delineated in Red in the Plan annexed hereto and marked "A")

For and on behalf of
THE INDIAN HOTELS CO. LTD.

sd) P. Sanker

P. SANKER
Vice President Legal & Company Secretary
and Constituted Attorney



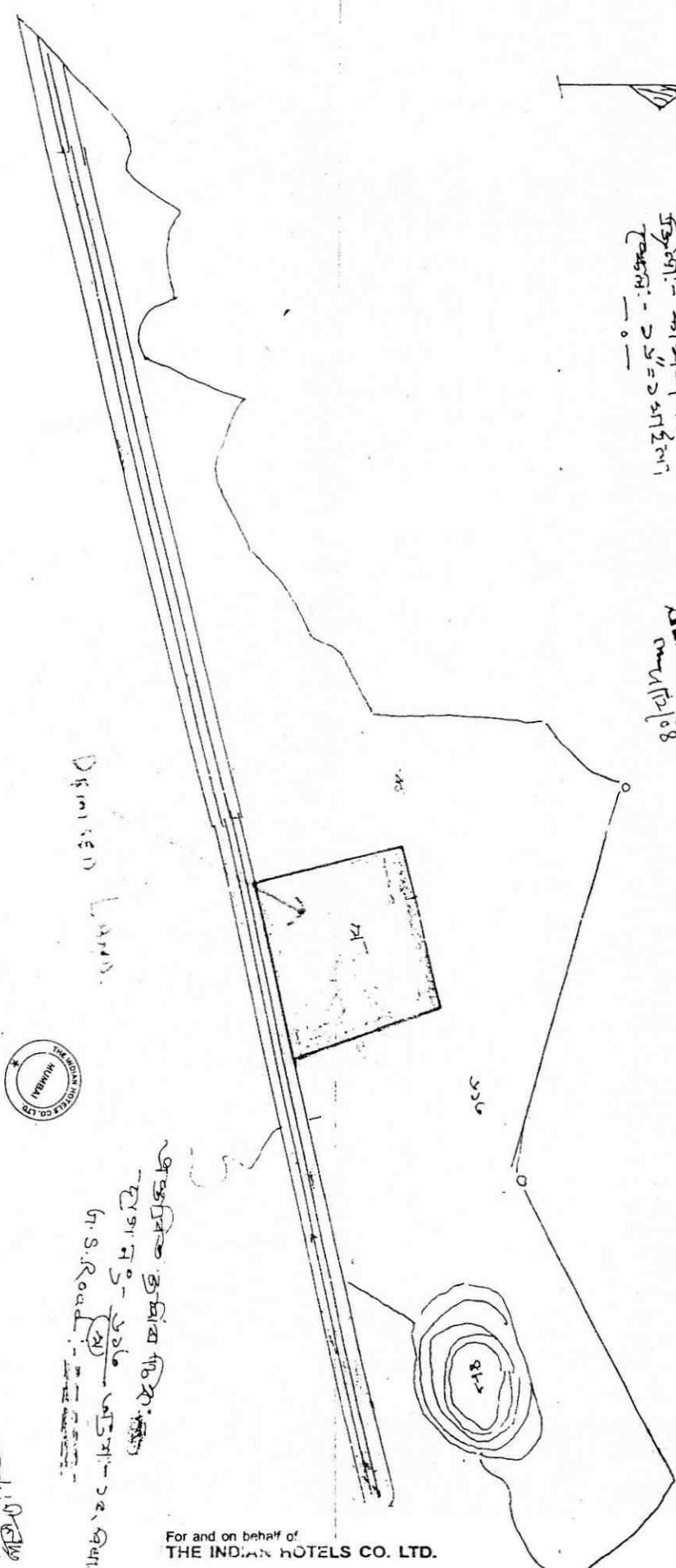
Labanya
sd) [Signature]
u/12/08

சரஸ்வதி - மதுராபுரம்
 ராஜா - ராஜகோட்டை
 ராஜா - ராஜகோட்டை
 ராஜா - ராஜகோட்டை

சரஸ்வதி - மதுராபுரம்
 ராஜா - ராஜகோட்டை
 ராஜா - ராஜகோட்டை
 ராஜா - ராஜகோட்டை

(21)

Plan "A"
 (forming part of the Lease Deed dated 6/)



For and on behalf of
 THE INDIAN HOTELS CO. LTD.

சரஸ்வதி - மதுராபுரம்
 ராஜா - ராஜகோட்டை
 ராஜா - ராஜகோட்டை
 ராஜா - ராஜகோட்டை

சரஸ்வதி - மதுராபுரம்

சரஸ்வதி - மதுராபுரம்
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GOVERNMENT OF ASSAM
OFFICE OF THE DISTRICT REGISTRAR:: KAMRUP(M):: GUWAHATI
(REGISTRATION:: BRANCH)

NO.KRN.1/2005/Pt.1/ 351

Date: 27/10/08

To

✓ kind attention: MR. BHATIA
The Joint Secretary to the Govt. of Assam,
Department of Tourism & Director of Tourism,
Assam.

FAX: 011-26876043

Sub:- Adjudication of Stamp Duty.

Ref:- Letter No.TSM.81/2005/456, dtd.18/10/08.

Sir,

With reference to the above, I have the honour to submit herewith the required information as follows:

(A) Consideration of lease deed	= Rs. 3,12,08,000/-
Stamp duty	= Rs. 24,96,640/-
Registration fees	= Rs. 26,52,680/-
(B) Security Deposit	= Rs. 1,00,00,000/-
Stamp duty	= Rs. 8,00,000/-
Registration fees	= Rs. 8,50,000/-

Total of A & B

Total consideration	= Rs. 3,12,08,000/-
	<u>Rs. 1,00,00,000/-</u>
	Rs. 4,12,08,000/-
Total Stamp duty	= Rs. 24,96,640/-
	<u>Rs. 8,00,000/-</u>
	Rs. 32,96,640/-
Total Regn. Fees	= Rs. 26,52,680/-
	<u>Rs. 8,50,000/-</u>
	Rs. 35,02,680/-

In this regard, a statement of calculation enclosed herewith for favour of kind perusal and necessary action.

Yours faithfully,

27/10/08
Addl. Deputy Commissioner,
Kamrup(M), Guwahati.

Date

Memo No. KRN.1/2005/Pt.1/

Copy to:-

P.A. to Deputy Commissioner, Kamrup (Metro) Guwahati for kind appraisal of D.C.

sdl
Addl. Deputy Commissioner,
Kamrup(M), Guwahati.