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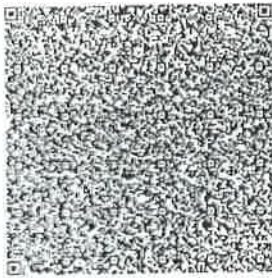
सत्यमेव जयते

# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No.	: IN-DL90330870402115N
Certificate Issued Date	: 09-Apr-2015 12:38 PM
Account Reference	: IMPACC (IV)/ dl716803/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL71680377719051927946N
Purchased by	: PACL LIMITED
Description of Document	: Article 35(iv) Lease upto 20 years
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: PACL LIMITED
Second Party	: Not Applicable
Stamp Duty Paid By	: PACL LIMITED
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)



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## LEASE DEED

This **Deed of Lease** is executed at New Delhi on this 9<sup>th</sup> day of April, 2015.



*[Signature]*  
22 APR 2015

*[Signature]*



**Statutory Alert**

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

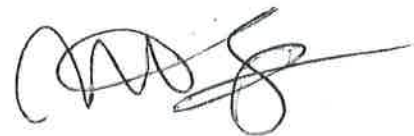
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**BETWEEN:**

M/s **PACL Limited**, a company duly incorporated and registered under the provision of the Companies act, 1956 having its Registered office at 22, 3<sup>rd</sup> Floor, Amber Tower, Sansar Chand Road, Jaipur-302004, and having its Corporate Office at; 7<sup>th</sup> Floor, Gopal Dass Bhawan, 28, Barakhamba Road, New Delhi-10001 represented through its Director Mr. Gurjant Singh Gill, who has been duly authorized vide Resolution dated 02/04/2015 passed by the Board of Directors (copy attached) hereinafter referred to as the **"THE LESSOR"** (which expression shall, unless its be repugnant to the context meaning thereof, mean and include its successors, heirs, assignees, executors, legal representatives and administrations) of the one part of this **"DEED"**.

**AND**

M/S **INDIA DATSEC SOLUTION LIMITED** having its registered office at B-124, SARVODYA ENCLAVE, NEW DELHI – 110017 represented through its DIRECTOR Mr. Narinder Nangia, who has been authorized vide resolution dated 02/04/15 passed by the Board of Directors, hereinafter referred to as the **"THE LESSEE"** (which expression shall, unless its be repugnant to the context meaning thereof, mean and include its successor, heirs, assignees, executors, legal representatives and administrators) of the other part of this **"DEED"**.





WHEREAS the LESSOR named above are the owners in possession of HOTEL PROPERTY situated at No. 2/250 B, Naika Vado Bardez, Next to St. Alex Church, Calangute Goa – 403516.

WHEREAS the LESSEE has approached the Lessor for grant of lease of above said HOTEL PROPERTY, at H. No. 2/250 B, Naika Vado Bardez, Next to St. Alex Church, Calangute, Goa- 403516 and the LESSOR agrees grant leave to the LESSEE of the aforesaid property, hereinafter referred to as the "THE DEMISED PREMISES" for a period of 20 years. The demised premises is more particularly described in Schedule Annexed herewith as "Annexure-A'.

The layout plan of 'demised premises' more particularly described herein below:

- (i) Ground floor area 799.90 Sq. Mtrs.
- (ii) First Floor: BAR-Area, 594 Sq. Mtrs
- (iii) Second floor covered area; 627.33 Sq. Mtrs
- (iv) Third Floor covered area; 619.60 Sq. Mtrs
- (v) Fourth Floor Covered area 246.20 Sq. Mtrs

WHEREASS the LESSOR represents and warrants that the said demised Premises is equipped with various fixtures and fittings, equipments, plants & machinery, electrical fittings etc more particularly described in the schedule annexed as Annexure – (herein after referred to as "Furniture, Fittings & equipments."

*[Handwritten signature]*



*[Handwritten signature]*



WHEREAS the LESSOR further represents & warrants that the said property is a commercial hotel property and can be used, possessed & enjoyed by the Lessee, for that purpose .

WHEREAS the LESSOR further represents and assures that they are fully entitled to let out the Demised property to any one without any restriction, prohibition and obstructions.

WHEREAS the Lessor has agreed to grant Lease of the demised hotel property in favor of Lessee for a period of 20 years and after expiry of Twenty Years (20) this 'Lease Deed" of the 'Demised Premises' shall stand automatically terminated. However, the LESSOR shall have an option to renew the lease upon mutually agreeable terms and conditions for further period of 10 years by executing a fresh lease deed in writing.

WHEREAS it has been mutually agreed , between the LESSOR & LESSEE that in order to make the demised premises fully operational as luxury Hotel , the LESSEE shall have to do major alteration/renovation work which will cost huge expenditure . It has been further agreed that before incurring any expenditure on the hotel property the Lessee shall have to get the estimate expenditure approved from LESSOR along with the details of the work to be undertaken & such approvals shall form part of this lease deed. For the reason of huge expenses to be incurred by lessee, it has been further agreed that there shall be a lock in period of 15 years, in which period the LESSOR shall not be entitled to get the demised premises vacated on any ground, except for non-payment of rent for six consecutive months.

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EMCL LIMITED  
NEW DELHI  
691  
Delhi



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WHEREAS it has been further agreed that the amount so approved towards renovation shall be adjusted from the 50 % of the rent payable every month till the amount so spent is adjusted during the term of the lease.

AND WHEREAS the LESSEE is desirous of taking the 'Demised Premises' along with Furniture, fittings and equipments on lease for a period of **Twenty** years on a **monthly rent of Rs. 5,45,000/- (Rupees FIVE LAC FORTY FIVE THOUSAND ONLY)** and LESSOR has agreed to let out the same on the terms and conditions contained herein:

**NOW THEREFORE, THIS LEASE DEED WITNESSTH AND IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

1. That the period of lease in respect of the **Demised Premises** has been fixed for a period of **TWENTY** years commencing from 01.05.2015 to 30.04.2035. However, the LESSOR shall have an option to renew the lease for further 10 years and so on, upon mutually agreeable terms and conditions but by execution of a fresh lease deed in writing.
2. That the LESSEE shall pay monthly rent of Rs. 5,45,000/- (Rupees FIVE LAC FORTY FIVE THOUSAND ONLY) in advance by an account payee cheque/draft on or before the 7<sup>th</sup> day of each calendar month after deducting 50% towards expenditure so incurred by LESSEE.
3. The LESSEE shall pay the lease rent after deducting TDS as applicable on the lease rent payable.

*[Handwritten Signature]*

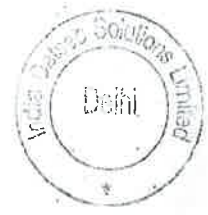


*[Handwritten Signature]*



4. That the LESSEE shall pay Rs. 35,00,000/- (RUPEES THIRTY FIVE LACS ONLY) as interest free security deposit which shall be refunded to the Lessee at the time of handing over of the physical possession of the demised premises.
5. That the LESSEE shall pay a sum of Rs. 5,45,000/- (Rupees FIVE LAC FORTY FIVE THOUSAND ONLY) towards one month lease rent in advance.
6. That after the expiry of every three (3) years of lease period there shall be an increase of 10% (TEN PERCENT) on the last rent paid.
7. That the LESSOR will hand over the vacant physical peaceful possession of the said premises to the Lessee w.e.f. 01.05.2015.
8. That the LESSOR shall be responsible for payment of property tax only and lessee shall have to pay all other charges/Taxes i.e. electrical charges, water charges or any other taxes/charges levied or to be levied by any statutory authority on such activities undertaken by Lessee.
9. The demised premises is leased out along with inventory and working services inventory including furniture – fixtures, Crockery-Cutlery, House Keeping items and store inventory, more particularly described in "Annexure-B".



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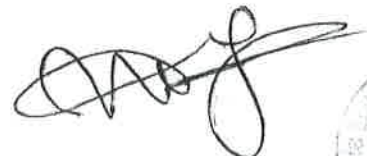

10. The LESSOR has represented that the Information Technology (IT) set up has various equipments as described in "ANNEXURE"-C, the demised premises which the LESSEE has inspected and confirmed to be the same in perfect working condition and the LESSOR has agreed for the same as part of the demised premises.
11. The LESSOR represents that it has got AMC of equipments i.e. Lifts, Chiller, Boiler and EPBAX etc. which the LESSEE may continue till their respective dates of validity and thereafter the LESSEE shall get the same renewed / freshly executed on its own and shall furnish copies of the same to the Lessor for their information and record without fail and shall keep all the equipments plant and machinery in good working condition.
12. That it is hereby agreed that in case the LESSEE fails to pay the rent for six consecutive months, in that case the LESSOR shall have the right to terminate this Lease Deed with immediate effect and get the demised premises vacated from the LESSEE.
13. That the said premises has been let out for the use of the LESSEE for the purpose of 'HOTEL' business only in compliance of all such applicable bye-laws of Goa Administration/Municipal Corporation, Goa/ Panchayat & Competent Authority, in case the LESSEE undertake any activity which results in the initiation of any penalty etc., the LESSEE alone shall be liable for the same in full.


- 14. That all minor and day today repairs to the building i.e. natural damage to walls, ceilings, bursting of the water pipes, rain water pipes, damages to the electricity cables shall be carried out by the Lessee at their own costs. The Lessee undertakes to handover the premises on the culmination of the tenancy period in good working condition to the Lessor. However, in case of any unforeseen event like a major collapse of building or a part thereof, the construction and restoration work will be carried out by the LESSOR.
- 15. That the LESSOR shall be at liberty to evict the Lessee and to take over the vacant possession of the premises in question in the case of default in the payment of rent as per Clause 12 of this Lease Deed or in the case of violation of any of the conditions of the present lease deed.
- 16. That LESSOR shall have right to sell, transfer or assign his right, title and interest in the "Demised Premises" along with "Furniture, fittings & equipments" or to mortgage to any person(s) authority during the subsistence of this Lease deed after giving a notice in advance to the Lessee of such intention of the Lessor and in that case the Lessee shall continue to occupy the demised premises on the same terms and conditions, whereas the subsequent purchaser, transferor, etc. will step into the shoes of the Lessor.
- 17. That the LESSEE shall strictly abide by the provision of the Food Safety and Standards Act 2006, Goa Registration of Tourists Trade Act 1982 a, Goa Tax on Luxuries Act 1988, The Water (Prevention and Control of



Pollution) Act 1974 and All other laws/ Rules and Regulations as Applicable in the state as Present or Framed by the Central/ State Governments from time to time.

18. That the LESSEE can outsource and enter into agreement for various day to day services like laundry, housekeeping, food and beverages, spa and health club ,events with various parties/vendors to successfully run the property.
19. That the LESSEE would be entitled to fix advertisement boards/sign boards as permissible under the relevant rules which is in furtherance of the objective for which they have taken in premises in question on lease.
20. That the LESSEE hereby undertakes to insure the premises in question as also the fixture and fittings therein at their own cost. A list of all items, furniture, fixtures and articles being handed over to the Lessees are more particularly described above in **ANNEXURE-B**.

The Lessees agree to handover the said items, furniture, fixtures and articles in good working condition at the time of handing over the property back to the Lessor after expiry or early termination of this lease deed.

21. That the SECOND PARTY also agrees that the payment of lease rent will be commencing from the date as mentioned in the lease deed.
22. The Lessee shall not assign or sublet or give on lease and license or otherwise not part with the possession of the "demised premises" or any



part thereof or create any encumbrance without prior written consent of the LESSOR.

- 23. The LESSEE shall abide by the terms and conditions of this LEASE DEED, Building bye-law and other necessary Rules and laws presently applicable or made applicable at the future date to be **“Demised Premises.”**
- 24. The LESSEE shall indemnify the LESSOR against any loss or damages caused due to any of their act, omission or commission, during the tenure or after expiry thereof, of this Lease Deed.
- 25. The LESSEE shall not carry on or allowed to be carried on any illegal or immoral activity in or upon the **“Demised Premises.”**
- 26. In the event of any dispute between the parties under this **“LEASE DEED”** the same shall be referred to the court of competent jurisdiction in accordance with the provisions of the laws.
- 27. Any communication concerning this **“Lease Deed”** shall be sent by either party to the other party herein at the address mentioned above. However, any demand or notice to be issued to the parties herein shall be sent by registered post with acknowledgment due to the respective party.
- 28. The Lessor Doth Hereby covenant with Lessee as Under:-
  - a) On the Lessee paying the lease rent stated herein above and performing and observing the several covenants, conditions and agreement herein contained on its part to be performed and

observed, shall allow and permit the LESSEE during the term of the lease to quietly hold and enjoy the 'demised premises' hereby granted without any interruption or disturbance from or by any person claiming under or in trust from or their predecessor and successor in title or interest during the period of the lease.

b) The LESSOR shall have right to sell, transfer or assign his right, title and interest in the DEMISED Premises or to mortgage to any person(s)/authority during the subsidence of this lease, with encumbrances of the lease on demised premises and if such thing happens then the lessor shall incorporate about this lease in the document(s) which may be executed between the lessor and prospective purchaser(s); and the terms and conditions of this LEASE DEED shall be binding upon the prospective buyers(s).

c) That in case LESSEE wants to increase sanctioned electricity load the LESSOR shall have no objection and will sign all the necessary papers in the regard for submission to the electricity department.

29. That any dispute arising out of this lease deed shall be subjected to the exclusive jurisdiction of New Delhi Court only.

IN WITNESS WHEREOF, both the parties hereto put their hands on this indenture of lease at New Delhi, on the day, month and year mentioned in the presence of witnesses.

*[Handwritten signature]*

WITNESS NO. 1

(Sachin Kumar Badd)  
Bk/I 27-C Shalimar Bagh  
Delhi - 88 )



LESSOR

For PAQL LIMITED

*[Handwritten signature]*

DIRECTOR

WITNESS NO. 2

*[Handwritten signature]*

VIKASH KUNJAR

206A B-5, Barjaria  
Delhi

LESSEE

*[Handwritten signature]*

NARINDER NANGIA

