

BUSINESS CONDUCTING AGREEMENT

MASA HOTELS PRIVATE LIMITED – Owner.

ROYAL ORCHID MUMBAI PRIVATE LIMITED - Operator

The Owner is the absolute owner of all that piece and parcel of land or ground bearing Plot No B admeasuring 4,871.30 square meters, forming part of C.T.S No 1498-A/3 situate, lying and being at Village Marol, Taluka Andheri (East) within the Registration District and Sub District of Mumbai Suburban ("**Land**") *together with* all structures standing thereon including the under construction commercial RCC structure / building being constructed thereon comprising 4 (Four) basements consisting of 312 car parking spaces *plus* ground floor *plus* service floor *plus* 8 (eight) upper floors *plus* part 9th (ninth) floor *plus* part 10th (tenth) floor, including a gymnasium, changing room / spa area and swimming pool structure on part 11th (eleventh) floor and having a total [built-up] area of [1,79,615 square feet] ("**Hotel Building**").

Premises under Operation- 1st (first) basement admeasuring 38,186.37 sq. ft. being free of FSI; (ii) the 2nd (second) basement admeasuring 38,186.37 sq. ft. being free of FSI; (iii) the 3rd (third) basement admeasuring 38,186.37 sq. ft., being free of FSI; (iv) all floors starting from the second floor to the tenth floor admeasuring 1,39,338.58 sq. ft. in aggregate (hereinafter collectively referred to as "**the Premises**")

USE of the Premises: The Lessee shall use the Leased Premises inter alia to operate, manage and run a hotel ("Hotel") under the brand 'Iconiqa' or such other brand / name that the Operator may choose .

Term: For a period of 25 (twenty-five) years from the date of commencement of Operation Term Commencement Date ("**Term**"). The Parties shall execute a separate writing / letter to record the Term Commencement Date.

Lock in Period: The Owner shall be locked-in for the entire Term during which the Owner shall not have the right to terminate this Agreement ("**Lock-in Period**").

Security Deposit 1: INR Rs.30,00,00,000/- (Rupees thirty crore Only).

The Operator shall deposit an interest free and refundable security deposit of INR 30,00,00,000 (Indian Rupees Thirty Crores) ("**Security Deposit 1**"), in a joint account, which will be operated by 1 (one) authorised representative of the Owner and 1 (one) authorised representative of the Operator ("**Joint Account**"). The use of such deposit will be linked to mutually approved invoices of the vendors and schedule for completion of the Hotel and the Parties shall process the mutually agreed invoices of the vendors and will release the invoice amount to the concerned vendors from the joint account.

The Owner hereby undertakes that it shall refund an amount of [INR 10,00,000 (Indian Rupees Ten Lakhs)] per month to the Operator towards refund of the Security Deposit

1 such that the Owner refunds an amount of [INR 1,20,00,000 (Indian Rupees One Crore and Twenty Lakhs)] per annum to the Operator towards refund of the Security Deposit 1.

Security deposit 2: Upon utilization of the entire Security Deposit 1, if the Owner requests the Operator in writing, the Operator shall pay an additional interest free refundable security deposit ("Security Deposit 2") equivalent to an amount up to INR 3,75,00,000 (Rupees Three Crores and Seventy Five Lakhs) to the Owner. On such request, the Operator shall make payment of such Security deposit 2 to the Owner. Such Security Deposit 2 amount shall be refunded by way of adjustment in equal monthly instalments for the first Four (4) months infrastructure fees, commencing from the from the Infrastructure Fees Commencement Date.

Security Deposit No.3 Upon utilization of the entire Security Deposit 1 and Security Deposit 2, if the Owner requests the Operator in writing, the Operator shall pay an additional interest free refundable security deposit ("Security Deposit 3") equivalent to an amount up to INR 2,50,00,000 (Rupees Two crore Fifty Lakh Only) to the Owner. On such request, the Operator shall make payment of such Security Deposit 3 to the Owner. Such Security Deposit 3 amount shall be refunded by way of adjustment in equal monthly instalments from the Infrastructure Fees for the 5th month to the 12th month from the Infrastructure Fees Commencement Date.

The security deposit 2 and security deposit 3 shall be deposited in the joint account and usage thereof shall be as per the provisions of the agreement.

CONSIDERATION:

DETAILS OF THE INFRASTRUCTURE FEES

MONTHLY INFRASTRUCTURE FEES FOR THE FIRST 5 (FIVE) YEARS YEAR OF THE TERM	INR 1,52,50,000 (Indian Rupees One Crore Fifty-Two Lakh and Fifty Thousand)	
MONTHLY INFRASTRUCTURE FEES FOR THE NEXT 20 (TWENTY) YEARS OF THE TERM	Year	Amount (in INR)
	6 th	1,57,20,833
	7 th	1,61,91,666
	8 th	1,66,62,499
	9 th	1,71,33,332
	10 th	1,76,04,165
	11 th	1,80,74,998
	12 th	1,85,45,831
	13 th	1,90,16,664
	14 th	1,94,87,497

	15 th	1,99,58,330
	16 th	2,04,29,163
	17 th	2,08,99,996
	18 th	2,13,70,829
	19 th	2,18,41,662
	20 th	2,23,12,495
	21 st	2,27,83,328
	22 nd	2,32,54,161
	23 rd	2,37,24,994
	24 th	2,41,95,827
	25 th	2,46,66,660
DUE DATE	On or before 10 (tenth) day of the month in advance commencing from the Infrastructure Fees Commencement Date.	
MONTHLY INFRASTRUCTURE FEES FOR THE FIRST 5 (FIVE) YEARS YEAR OF THE TERM	INR 1,52,50,000 (Indian Rupees One Crore Fifty-Two Lakh and Fifty Thousand)	

TERMINATION.

The Owner shall be entitled to terminate this Agreement by issuing a written notice of termination, If the Operator commits breach of any material terms of this Agreement and the Operator can terminate the agreement without assigning any reason by giving a 6 (six) months' notice in writing to the Owner.