

from the start of construction work till its completion against all the claims or liabilities by any person on account of any accident or other reason whatsoever. The Developer shall take all safety measures and shall take all precaution against any such damage, loss or accident. The developer shall be liable to contribute to employees' P.P.F. and other statutory funds in respect of construction workers, and Landowner shall never liable for the same.

15. That if desired by the Developer, the landowner shall also execute a registered power of attorney in favour of Developer thereby authorizing the Developer to execute the agreement of lease or the lease deeds, as the case may be in relation to the shops and office premises out of the commercial complex proposed to be constructed on the portion of the said land described in the **Schedule-B** hereto in favour of the intending lessees with whom the Developer may enter into an agreement of lease in relation to the shops and office premises out of the commercial complex proposed to be constructed on the portion of the said land described in the Schedule-B hereto, in pursuance to the agreement of development and building construction. Similarly the Landowner shall also execute a registered power of attorney in favour of the Developer authorizing it to apply before the competent authority for the requisite permission and/or no objection for the sanction of the

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building plan and the construction of the commercial complex on the portion of the said land described in the schedule-A hereto and also for taking connection of various amenities like electricity, water etc. for supply of the same to the buildings to be constructed on the said land described in schedule-A hereto. In case the authority of the office bearer of the landowner, who would execute the power of attorney in favour of the Developer on the basis of the resolution passed by the landowner shall come to an end for any reason whatsoever and due to happening of such event the effect of the power of attorney would come to an end then the landowner by immediately passing necessary resolution would authorize any of its other office bearer to execute a fresh power of attorney for the aforesaid purposes in favour of the Developer and on the basis of such resolution the concerned office bearer of the landowner shall immediately execute a fresh power of attorney in favour of the Developer for the aforesaid purposes. The landowner shall be liable and responsible for any losses which may be incurred by the Developer due to any delay in any execution of fresh power of attorney in favour of the Developer.



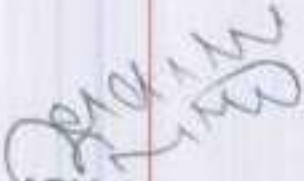
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16. That the Developer shall have full liberty to advertise for the leasehold rights of the various Units proposed to be constructed thereon to the intending lessees and it shall also have absolute right, power and authority to receive all

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moneys/premium from such lessees being the agreed price/premium therefor and to retain and appropriate the same in its absolute discretion. The landowner shall not be entitled to share any part of the same, nor shall it question the accountability thereof in any manner whatsoever.

17. That the Developer shall be entitled to enter into agreement of lease for the period of 29 years plus further extension of 29 years with a clause for renewal of the lease on mutually agreed terms subject to permission of Charity Commissioner & other Competent Authority, in respect of the shops and office premises out of the proposed commercial complex to be constructed on the portion of said land described in schedule-A hereto. However, the initial lease period of 29 years in respect of shops and offices shall be computed from the date of execution of the respective lease deeds of the shops and premises. The Developer shall be further entitled to enter into the agreement of lease in respect of the shops and office premises by recovering such amount by way of premium as Developer may deem fit. The Developer shall be further entitled to receive earnest money or the installment of amount of the premium from the intending lessees and to execute the agreement of Lease in favour of such intending lessees and get such agreement of lease duly registered with the Sub-Registrar. If necessary the Landowner shall also join along with the Developer to such


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agreement of lease. The entire amount of premium that may be received from the intending lessees shall be retained by the Developer. However, the rent in respect of the shops or the office premises shall be directly payable by the lessees to the Landowner as and when the lessees would be put in possession of the respective shops or office premises.



18. That the work of development and building construction on the said land shall be carried out by the Developer at its own costs. Similarly, the obligations that may be created under the agreement of lease in favour of the intending lessees except the obligation to execute the lease deed of the respective shops or office premises shall be discharged by the Developer alone and the Landowner, except its obligation to execute the lease deed shall not be liable to discharge any of the obligations in favour of the intending lessees or the nominees of the Developer or the person with whom the Developer may enter into agreement of lease.

19. That the Developer alone shall be liable and responsible in respect of the quality of construction and the workmanship in relation thereto.

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20. That the Developer shall be entitled to advertise for lease of the shops and office premises out of the proposed commercial complex.
21. That with a view to regulate easementary rights and other rights inter-se of the intending lessees, the Landowner do hereby undertake to submit the portion of the land out of the land described in the Schedule-A hereto upon which the commercial complex is to be constructed, together with proposed building of commercial complex thereon to the provisions of Real Estate (Development & Regulation) Act, 2016.
22. That the Landowner do hereby assure to the Developer and all persons claiming through the Developer that now the Landowner has and at all material times had a good, valid, marketable and unencumbered and clear title in respect of the land described in the **Schedule -A** hereto and the same is absolutely free from any encumbrances disputes, action of any kind whatsoever. The landowner has handed over the possession of the said land described in **Schedule - B** hereto to for construction work to the Developer simultaneously with the execution of the agreement.

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23. That the shops and office premises out of the commercial complex to be constructed on the said land described in **Schedule-B** hereto shall be leased out to the intending lessees with whom the Developer may enter into agreement of lease. The landowner shall execute the lease deeds and Developer shall join to such lease deeds as consenting party and simultaneously with the execution of the lease deed the possession of the respective shops or office premises shall be delivered by the Developer to the intending lessee for and on behalf of the Landowner. Till execution of the lease deed, the respective shop or office premises shall remain in possession of the Developer with liability to maintain the same as a prudent person and to pay the rent thereof to the Landowner. The Developer agrees that any shop or office premises out of the commercial complex shall not be leased out for doing the exclusive business of Wine Shop or shops for obnoxious or allied purposes or for any illegal business.



24. That the Municipal Corporation Taxes levied on the Shops, Chambers, Commercial Units leased out to prospective Lessees payable on account of the Rent amount, shall be paid by the Landowner and shall keep and hold the Developer and prospective Lessees indemnified against such payments.

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25. That pursuant to execution of the Lease in favour of the nominees of the Developer, if such Lessee transfer/assign her/his leasehold rights in favour of another person/entity, then the same will be permitted by the Landowner subject to receipt of transfer charges specified herein below. However for the transaction of transfer/assignment of Shops effected within 4 (Four) years from the date of execution of Principal Lease Deed, no charges will be payable.

Period	Charges
i. For first 4 years	NIL
ii. From 5 th to 10 th year	Rs. 2,00,000/- per shop
iii. From 11 th to 20 th year	Rs. 4,00,000/- per shop
iv. From 21 st year onwards	Rs. 6,00,000/- per shop

26. That the Developer do hereby agree to indemnify and keep indemnified the Landowner during the entire period from the start of the work of the construction till its completion against all claim or liabilities by any person on account of any accident or any other reason whatsoever. The Developer shall take all safety measures and shall take all precaution against any such damage, loss or accident. The Developer shall be liable to contribute to the Employees Provident Funds and other statutory payments in respect of his employees and construction workers and the Landowner shall never be liable to pay the same.



27.

That all the expenses for execution of building construction shall be borne by the Developer as agreed. The expenses for the execution and registration of the lease deed in respect of the shops and office premises out of the commercial complex to be executed by the Landowner in favour of the nominees of the Developer i.e. the intending lessees, shall be borne by such nominees of the Developer.

28.

That, if the landowner decided for further development in addition to the plan given in Schedule B, then priority shall be given to the Developer for construction of such further development.

29.

That the parties hereto agree to incorporate such terms and conditions, stipulations and covenants in the agreement of development as are not set forth herein, but which may be deemed necessary or expedient for development and lease out the said property by the Developer.

30.

That any misstatement, error or mistake in the description of the property would not affect the validity of this MoU but the same shall be rectified by the parties by executing a correction deed at the cost of the Developer.

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Schedule - A**ENTIRE LAND**

Total area under ownership of the HVPM: 2.73H bearing S.No. 59/3 of mouje Rajapeth Tq. & Dist. Amravati within the limits of Amravati Municipal Corporation wherein The Vidarbha Ayurved Mahavidyalaya and hospital managed by the Landowner are located and the same is bounded as under :

Towards....

East:	Sant Kanwarram Vidyalaya
West:	remaining land of HVPM 2.73H, bearing S.No.59/3
North:	remaining land of HVPM 2.73H bearing S.No.59/3
South:	18.00 Mtr. road

Schedule - B**LAND TO BE DEVELOPED & LEASED**

The land admeasuring 11047.92 sq. meters out of the total area under ownership of the HVPM: 2.73H bearing S.No. 59/3 of mouje Rajapeth Tq. & Dist. Amravati within the limits of Amravati Municipal Corporation and the same is bounded as under :

Towards....

East:	Sant Kanwarram Vidyalaya
West:	remaining land of HVPM 2.73H, bearing S.No.59/3



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North: remaining land of HVPM
2.73H bearing S.No.59/3

South: 18.00 Mtr. road

Tenement areas on each floor.

a. Ground Floor:

Total number of shops: 34, built-up area varies from shop to shop between 15.98 sq. meter to 25.60 sq. meters.

b. Upper Ground Floor (part of ground)

Total number of shops: 20, built-up area varies from shop to shop between 16.06 sq. meter to 30.61 sq. meters.

c. First floor

Total number of shops: 55, built-up area varies from shop to shop between 12.94 sq. meter to 25.60 sq. meters.

The Plan approved by the Landlord is subject to some modifications to comply with the rules of the Town Planning Authority & Municipal Corporation. Due care will be taken that the total construction area should not exceed the original proposed construction area of 2280.06 sq. mtr.



Nc



The Floor wise proposed No. of total shop may differ after revision of the Plan by the Town Planning Authority & Municipal Corporation. Any changes in the proposed no. of shop will not lead to change in the total construction area of 2280.06 Sq. Mtr. and right to develop any additional no. of shop proposed after new plan will always belong to the Developer only.

Total area under ownership of the HVPM: 2.73H bearing S.No. 59/3 of mouje Rajapeth wherein the the Vidarbha Ayurved Mahavidyalaya and Hospital premises managed by Shri Hanuman Vyayam Prasarak Mandal are located. Area of the land on which proposed Mall is to be constructed shall be 4448.17 sq. meters.

Building permit and commencement certificate issued by the Municipal Corporation vide order No.0825 dated 18.11.2017.

The area is within the limits of Amravati Municipal Corporation and within the jurisdiction of Sub-Registrar, Amravati City.

In view of the provisions of The Real Estate (Regulation and Development) Act, 2016 and enactment of other relevant Acts and Rules by the Maharashtra State Government it is necessary to mention Carpet area of the Units in accordance with the guidelines provided; and thus the corresponding Carpet area to the aforesaid sanctioned Built-up areas as may be mentioned in the sanctioned Building Plan will be adhered to by the Developer.

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Schedule-C

The rate of rent to be accepted from the shop/office premises in the proposed AYUR MALL complex.

i.	All shops premises on the ground floor	Rs.4/- per sq. ft
ii.	All shop premises on the upper-ground floor	Rs.4/- per sq ft
iii.	All shop/office premises on the first floor	Rs. 2.50/- per sq.ft

The aforesaid fixed Rent is exclusive of Corporation Taxes. The Lessee shall be liable to pay municipal taxes and the Landlord shall be liable to pay the Nazul Taxes. The Rent shall be enhanced at the rate of 4% after every 3 (Three) years. In addition to the rent, every prospective lessee will be required to pay Society Maintenance Charges per month, the quantum of the same shall be fixed at the time of execution of Lease Agreement and the same shall be equal for all the proposed lessees.

Schedule - D

Specifications

- Structure : R.C.C. frame structure with TMT Steel and masonry work in red bricks.
- Plaster: Sand faced plaster for external and White cement base putti to all internal finish.
- Flooring: 600x600 mm premium quality vitrified flooring.
- Electrification: All common area electrification with inverter back-up.
- Painting: Interior - Birla White Cement base putti to all internal finish
Exterior - Apex for external walls

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- Fire Safety: Fire Hydrant
- Lift: 2 (two), Automatic Door, each Lift having capacity of six persons.
- Atrium: The atrium area shall be covered with high tensile fabric.
- Security: Security Guards & CCTV for all common areas
- Parking: Large basement ground floor parking

IN WITNESS WHEREOF THE PARTIES HERETO HAVE PUT THEIR SIGNATURES ON THE 10 DAY OF MARCH, 2018.

Witnesses

1.

[Signature]
(Dr. S. P. Chaudhary)

For Shri Hanuman Vyayam
Prasarak Mandal

2.

[Signature]
(R. G. Khandekar)

[Signature]
Shri Prabhakar Rao A. Vaidya
(General Secretary
and Trustee)

For K. K. Infrastructure

ATTESTED BY ME

[Signature]
ADV. A. B. MALOO
Advocate & Notary For
Amravati District (M.S.) India

10/03/18

[Signature]
Mr. Sharad H. Kasat
Partner

[Signature]
Mr. Shrikant H. Kalantri
Partner

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ATTESTED THE SIGNATURE OF THE
EXECUTANT AND NOT RESPONSIBLE
FOR THE CONTENTS OF THIS DOCUMENT

N.R.No. 1592/18 Date 10/03/18



Notary

