



## MEMORANDUM OF UNDERSTANDING (“MOU”)

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made on the 24<sup>th</sup> Day of February, 2012 between Lemon Tree Hotels Pvt. Ltd., a company incorporated under the Indian Companies Act, 1956, having its registered office at B-6/17, Safdarjung Enclave, New Delhi-110029 acting through Mr. Patanjali G. Keswani, Chairman and Managing Director (hereinafter called ‘THE FIRST PARTY’) and the Indian Institute of Technology Delhi in the State/UT of New Delhi (hereinafter called ‘THE SECOND PARTY’)

WHEREAS the Second Party is desirous of setting up a new central research facilities building in its campus, which will be exclusively for research and education and will house sophisticated analytical and other instruments/equipment in one building.

AND WHEREAS in pursuance of the aforementioned objective, it is proposed to set up a building on the land of the Second Party, which will provide the required facilities for the students as well as faculty .

AND WHEREAS in order to achieve the aforementioned objective, the parties had initially entered into a MOU dated 07/09/2010. Under the said MOU the First Party had also donated Rs.25,00,000/- (Rupees Twenty Five Lacs Only) to Second Party vide Cheque No.387200 dated 07/09/2010 for the said purpose.

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AND WHEREAS after having due deliberations on the subject matter, the First Party and the Second Party have mutually agreed to change the initial understanding for achieving the aforementioned objective and decided to have a fresh MOU on the new understanding to accomplish the objective.

AND WHEREAS the First party has now agreed to construct the RCC frame structure of the proposed building on the land of the second party and donate the same to the Second Party for the above noble cause.

**THE PARTIES HEREOF AGREE AS FOLLOWS:**

1. **Intent:** A newly RCC framed building admeasuring 1,30,000 sq. ft. (approx.) with Ground floor to Sixth floor with external façade completed ("Proposed Building") shall be constructed by the First Party on the land of Second Party and the First Party shall donate the same to the Second Party which will be utilised for housing Central Research Facilities of the Institute. It is agreed that the First Party shall provide the proposed building only on cold shell basis and all the services require for finishing/operation of the proposed building shall be provided by the Second Party.
  
2. **Scope/Obligations of the First Party:-** The First Party shall construct the proposed building as per the following specifications:-
  - a) RCC framed structure admeasuring 1,30,000 sq. ft. (approx.) with Ground floor to sixth floor.
  - b) Mumty and Machine Rooms along with 2 Nos. of Overhead water storage tanks.
  - c) Terracing with water proofing.
  - d) Standard single glazed aluminum anodized windows.

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- e) External brick work along with plastering/stone cladding & external painting.
- f) External development of the site with plinth protection of 300mm width along the perimeter periphery of the building.

For achieving the aforementioned purpose, the First Party shall also undertake following things:-

- a) Appointment of Architect, structural consultant, Site supervisor and site surveyor.
- b) Preparation of Building plans and structural drawings as per the codal provisions..
- c) All coordination of services limited to identification of location and sizes of cut-outs In coordination with MEP consultants appointed by IIT.
- d) Excavation work.
- e) Anti-termite treatment of the area.
- f) Water proofing in foundations.
- g) Foundation work as per structural design.
- h) Back filling in foundations.
- i) Glass façade as per elevation.
- j) Horticultural work around the building (not on the external area of the building) for beautification.

3. **Scope/Obligations of the Second Party:-** The Second Party will undertake following things:-

- a) To get the building plans approved from the relevant statutory authorities like MCD etc. at its own cost
- b) To obtain all pre and post completion permissions/approvals (including but not limited to height approval, pollution and environmental clearances, fire approvals from DFS, DUAC approval, all applicable zoning, rules, permitted





requirement of building in the institutional zone etc.) at its cost from relevant authorities. The first party shall extend all support to obtain the necessary approvals.

- c) To appoint MEP (mechanical- electrical -plumbing) consultants.
- d) To do all internal partition work and internal fit-outs & painting in the building.
- e) To do/install all internal/external engineering services (including but not limited to electric, air-conditioning, ventilations, fire fighting systems, head end equipments etc..)
- f) To design, supply, install and commission the above said equipments.
- g) To do external development of the building including horticultural work.
- h) To do soil testing.

4. **Optional scope of work of the First Party:** Six months prior to completion of the RCC shell, the First Party and Second Party will discuss as to whether the First Party will also further donate towards finishing the interiors of three floors i.e. Ground, First and second floors (approx. 60,000 sq. ft.) and should this be acceptable to the First Party, the same will be undertaken on priority and completed with the Proposed building, provided all services are expeditiously provided by the Second Party.

5. **Name of the Building:** It is agreed that the Proposed Building shall be named as "**GOLDEN JUBILEE G H KESWANI RESEARCH CENTRE**". The name of the building along with wording " Donated by Lemon Tree Hotels " shall be put up on the proposed building at a mutually agreed place. For such naming of the building, a back-lit signboard shall also be placed on the parapet wall on the top of the building such that it is readable from a distance of 300 meters.  
The Second Party shall not have any right to change the name, location or style of such name of the building during its life time.





6. **Completion Time Period**:- The Proposed Building as mentioned in 2, will be completed within eighteen (18) months or within such extended period as may be mutually agreed between the parties from the date of start of construction.
7. In view of the donation of the Proposed building by the First Party to the Second Party, the Second Party has agreed to give all possible help in terms of certificate/documents which the First Party may require from the Second Party to get any deduction/benefit under the Income Tax Act, 1961.
8. In addition to scope and responsibilities covered in earlier clauses both parties will coordinate and help each other and affirm their commitment to carry out the activities and achieve the objectives mutually agreed upon.
9. After completion of construction and handover to the Second Party, the First Party will not be responsible in any manner whatsoever about the quality and nature of maintenance of the proposed building and the entire responsibility and liability for maintenance and operation of the proposed building will remain with the Second Party only.
10. The Second Party shall be responsible for local body approval of drawings at its cost. The earlier donation of Rupees Twenty Five Lacs given by the First party shall be utilized for various sundry expenses related to the Proposed building by the Second Party.
11. All disputes (except in case of second party's breach as stated in clause 4 above) between the parties shall always be resolved by mutual consultation without any resort to arbitration or other form of legal remedy including resort to court of law.



