KEY TERMS FOR AGREEMENT FOR FULLY-FITTED LEASE

GINGER HOTEL, TURKAPALLY, TELANGANA

12th January 2025

1.	Preamble	Lessor has entered into an understanding in the form of term sheet with the Land Owner whereby it has agreed to enter into a lease deed for taking on lease, the Site along with the shell of the Hotel situated thereon, from Land Owner for a term of 30 years starting from 1st April 2025. Land Owner has constructed the shell of the Hotel at the Site. Thereafter the Lessor shall provide the fitout at the Hotel and sublease the Property to the Lessee.
2.	Land Owner	M/s Modi GV Ventures LLP Address: 5-4-187/3&4, MG Road, Secundrabad, Hyderabad, Telangana
3.	Lessor	KPCV Strata Yield Opportunity Private Limited Registered address: Sy.no 403/1, 120, Shaikpet, 4th Floor, Niharilka, Jubilee Hills, Hyderabad, Telangana – 500033 Lessor is part of the Founder Group, which is proposed to be transferred to AIF Fund in process of being set up. The shareholders include: 1. Terminus Ventures Private Limited: 60% 2. RSJS Advisory Services Private Limited: 20% 3. Clay Business Ventures Private Limited: 20%
4.	Lessee	Roots Corporation Limited 9th Floor, Express Towers, Barrister Rajni Patel Marg, Nariman Point, Mumbai - 400021
5.	Site/Land	Address: Sy. No. 228, Turkapally Village, Shamirpet Mandal, Medchal Malkajgiri District, Telangana - 500078 Approved Land-use: Commercial Site Area: 1719 sqm Maximum allowable FSI: NA Total Built up area: 5500 sqm including car park Nature of Lessor's rights on the Land: Leasehold of tenure of 30 years between the Land Owner and the Lessor starting 1st April 2025. The Site and the Hotel constructed thereon together comprise the "Property".









	Hotel	Site and the hotel,	the Property on lease to the Lessee comprising of the ('Hotel') encompassing the following facilities in Lessee's Brand Standards -		
		Accommodation	75 Guestrooms Standard room size: 18.6 sq. m.		
		F&B Outlets	All Day Dining restaurant (ADD)/Qmin		
		Meeting Facilities	Meeting room: 50 sqm		
		Wellness Areas	Fitness Center		
		Other Areas	Lobby Supporting Back-of-House (BOH) Areas Parking (as per local norms)		
7.	Definitive Agreement	necessary documents	finitive Agreement shall comprise of Agreement to Lease and other cessary documents to be executed between the Lessor and Lessee. It is ther noted that Land Owner will be a confirming Party to the Definitive reements.		
8.	Mutual Arrangement	definitive agreenter into muthe Property undisturbed detailed mecleovenants of	nd Owner shall become the confirming Party to the eement and the Land Owner, Lessor and Lessee shall attual understanding that the right of the Lessee to enjoy under the definitive agreement shall remain valid and throughout the term of the definitive agreement. A chanism for this and the inter-se rights, obligations and the Land Owner, Lessor and Lessee including the to set off and adjust Lease Rent paid directly to the		

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between the Parties with respect to the Property/Hotel; and (ii) The new buyer is not a Prohibited Person or Competitor of the Lessee. Prohibited Person means a person: a. who could reasonably be considered, by reference to its verifiable net worth, to have insufficient financial strength to fulfil all of the Lessor's financial and other obligations under this Agreement; b. who is generally recognized as being of ill repute or is not in any other manner a person with whom a prudent and reputable businessperson would wish to associate in a commercial venture; c. who is a Competitor or an Affiliate of a Competitor of the Lessee; d. with whom the Lessee or any of its Affiliates is prevented from doing business by reason of any legal requirements or with whom the Lessee have had an unfavourable business relationship. Competitor means any entity or person (and/or Affiliates or associates of such entity or persons), whose primary business is the licensing (by way of franchises), operating and/or management of hotels, apartment hotels or services residences, but shall not include any financial investor which owns any equity, equity linked or other securities in a competitor. 9. Title and The Lessor shall execute a lease deed with the Land Owner to Mortgage become the leaseholder of the Property and will pay the rent in lieu of such lease to the Land Owner. Upon execution of the lease deed between the Land Owner and the Lessor, the Lessor shall be seized of and in possession of and shall have a clear and marketable title of the above Property free from all encumbrances, liens, attachments, charges, claim, penalty, cess, notice, encroachment whatsoever except as provided below with no legal proceedings, office order etc. pending /issued against the said Property. The Property shall be duly registered through a Lease Deed between Land Owner and Lessor and provision for the same shall be made in the revenue records and before other concerned authority(ies) of the State, prior to signing of Definitive Agreement between Lessor and Lessee. The Lessor will provide all necessary details of any existing mortgage and / or charges existing on the Property, within 15 days from the signing of this Term Sheet such that the Lessee can satisfy itself that the cash flows from the operations of the Hotel are unencumbered.







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- The Lessor shall not enter into any transaction and / or create any third party rights in the Property along with related infrastructure, amenities and easements thereto without the prior written consent of the Lessee, the approval for the same will not be unduly withheld by the Lessee. However, the restriction on transfer shall not apply, in the event of transfer to the Affiliates of the Lessor and / or funds and investment vehicles promoted and managed by the Lessor, (including Alternative Investment Funds and REIT-type structures that are being proposed to be set-up), provided that the Lessor shall ensure that such transferee shall honor all the terms and conditions of the Definitive Agreement in its entirety and should not be a Competitor of Lessee or a Prohibited Person. The Lessor and Lessee shall mutually agree upon and incorporate detailed terms in this regard in the Definitive Agreement during the definitive agreement stage.
- Pursuant to execution of the Definitive Agreement, the Lessor may mortgage the Property solely for the purpose of financing the Hotel with advance written intimation to the Lessee of 30 days and subject to the under noted criteria:
- The loan to value ratio of the Hotel is capped at 60% of the fair market value of the Hotel, with fair market value being determined through multiple of stable cash flow methodology by a mutually agreed independent valuer.
- No mortgage, at any point in time, will compel the day to day operating cash flows of the Hotel to be housed in any escrow account in favor of the lender.
- No mortgage, at any point in time, will compel the day-to-day operating cash flows of the Hotel and any fee or charges due to the Lessee to be subordinated to fulfill the debt service obligations of the Lessor or its parent entity. The Lessor or its controlling entity covenants to bring the necessary cash required to fulfill their respective debt service obligations, irrespective of the cash-flows generated from the Hotel.
- The Lessor shall, prior to the creation of the mortgage / charge, ensure a Non-Disturbance Agreement is executed by its lenders to the best of its efforts, in favor of Lessee to the satisfaction of the Lessee, such that the Lessee shall remain in and enjoy peaceful possession, control and operation of the Hotel, free from obstruction, eviction or disturbance and the Lessee's right as the Lessee are protected during the pendency of the Definitive Agreement / Lease Deed.





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		The renovations which shall be to the scope of each Party is detailed out in Annexure 1.
10.	Scope of Work	Lessor
10.		 The Lessor shall provide the constructed Hotel and completely equip the same, at its own cost, in accordance with the Brance Standards and requirements provided by the Lessee as well as in ful compliance with the Legal Requirements. The Lessor shall ensure that the Hotel to be constructed by the Lessor shall be complete and equipped in all respects including all major and minor operating supplies and equipment and Furniture, Fixtures & Equipment (including relevant initial annual maintenance contracts thereof necessary to open the Hotel for guest use. The Lessor shall, at his own cost, appoint consultants such as the architect, landscape architect, interior design consultant, MEE consultant, Project Management Consultant, etc. in consultation with the Lessee. The Lessor shall be responsible for procuring any statutory approvals necessary for construction and commencement of operations of the Hotel, as per Annexure 2. The Hotel shall be maintained as per Annexure 1 of Responsibility
		of maintenance post opening'.
		A detailed Scope of Work shall form part of the Agreement to Lease.
		Lessee: The expenses on the following items shall be in the scope of the Lessee -
		 Consumables/perishables required for opening the Hotel Working capital
		Pre-opening salaries and
		Launch-related sales & marketing expenses
		 Regular repairs and maintenance and creation of FF&E reserves shall be as per Annexure 1
		 Cost of Signage and IT Software provided Lessor and Lessee sign Definitive Agreement for at least 2 assets over and above subject Hotel prior to Opening Date of subject Hotel.
		A detailed Scope of Work shall form part of the Definitive Agreement
		For clarity, any other expenses necessary to make the Hotel ready for gues use shall be the responsibility of the Lessor.







11.	Lease period	e period 30 years from 1st April 2025								
12.	Lease Rent		The Lessee shall pay to the Lessor, a Revenue Share as Lease Rent, which shall be computed as below –							
		•	Room and Other Income							
		Sno	Occupancy	Applicable Revenue Share						
		1	<65%	25%						
		2	65%<=Occupancy<70%	26%						
		3	>= 70%	27%						
				and Other Income shall include the						
		follow	C .	1 by the Tanan						
		•	Guest Room Revenue realiz							
		•	Meeting Room Revenue ear							
		Rental income from retail outlet, travel desk, events (if any)								
		For areas that are rented out to third parties or services that are outsourced to third parties, the Gross Income shall not include the revenue earned by such third parties/concessionaires/tenants or any income earned by the Hotel that is of pass-through nature. For such services only the mark-up / rent charged by the Lessee from such third parties shall be included in Revenue.								
ii.		restaur meetin excise,	ant or any other F&B outlets g rooms which accrues to th	shall mean the revenue earned from including banquet halls, F&B served at the Lessee, which shall be net of taxes, at credit card commissions and other able).						
		At all times, the Revenue shall be computed as the Total Revenue of the Hotel, net of all taxes, travel agent commissions and debit & credit card commissions and other payment gateway charges (as applicable).								
		For cla	rity, the Lease Rent payable b ng Date and not the date of h	by the Lessee shall be effective from the handover of the Property.						
		payable	e to Land Owner by Lessor 1	ow mechanism through which lease ren may be directly paid by Lessee on behal and Owner on behalf of Lessor shall be						

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		adjusted by the Lessee from the Lease Rent payable by the Lessee to the Lessor and reduced by such amount.						
13.	Taxes, Levies, Charges etc.	of the Parties per As party I the Do The I require	All rents, insurance, taxes, levies, cesses, charges, dues, etc. payable in respect of the Land and Property shall be borne by the Lessor for the entire Term Parties shall bear the applicable insurance cost with respect to the Hotel appear. Annexure I. However, it is agreed that Lessee shall bear the cost of 3 party liability insurance in respect to the Hotel. This will be detailed out in the Definitive Agreement. The Lease Rent shall be subject to TDS as per applicable statutor requirements. In addition, GST and any other tax payable on the Lease Rent is may be applicable from time-to-time, shall be borne and paid by the lease.					
14.	Project Timelines	The Lessor covenants that it will plan, design, construct and 18 months of the Effective Date, a 'Ginger' Hotel with described above, with the following interim project milestones						
			Milestone	Outer Timeline from the Effective Date				
		neces	pletion of architectural design (including sary modifications to the same) in altation with Lessee	1 month				
		Commencement of shell & core works at Site Commenced						
		Com	oletion of shell & core works at Site	Completed				
		Com	6 months					
		Hotel obtain any	pletion of furnishing and equipping the in accordance with Brand Standards, ning necessary Permits and completing other aspects necessary such as deing to prepare the Hotel for guest use	18 months				
		Consequences for delays in completion of project shall be detailed in Definitive Agreement						
15.	Technical	The D	efinitive Agreement will provide that the Le	ssor will pay the Lesses				
۱.	Services Fee	The Definitive Agreement will provide that the Lessor will pay the						
		flat non-refundable Technical Services Fee of Rs. 15,00,000/- (Fifte						
		TOT DES						
		%	widing the Technical Services. This amount Milestone	will be payable as follows:				
				wiii de payadie as follows:				







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		25% On completion of 12 months from Effective Date 25% On completion of 18 months from Effective Date
		The Technical Services Fees is based on an anticipated project duration of 24 months. In the event, the Opening Date does not occur within 6 (six) months of the Projected Opening Date (i.e. within 24 months from Effective Date), the Lessee shall be entitled to receive additional Technical Services Fees on a pro-rata basis for every month of delay during which Technical Services are actually rendered, provided any such delay is not attributable to any act or conduct or omission on the part of the Lessee.
		All out-of-pocket expenses (viz. travel, stay, etc.) incurred in providing the Technical Services shall be reimbursed on actuals to the Lessee. The Lessee shall not incur any such out-of-pocket expenses without the prior written approval of the Lessor, which approval shall not be unreasonably withheld.
16.	Stamp Duty and Registration Fees	Stamp Duty and Registration Fees shall be borne equally by both the parties for only the Definitive Agreements.
17.	Assignment	The Lessee will have the right to assign under the Agreements executed between the Parties to any of its associate and / or holding / affiliate companies with prior intimation to the Lessor. Any assignment by the Lessee to a third-party, not covered hereinabove, shall only be with the consent of the Lessor, which shall not be unreasonably withheld, provided the rights and obligations of the Lessor as contemplated in the Definitive Agreement are not materially impacted.
18.	Exclusivity	Post signing of Term Sheet, neither the Lessor nor any of its affiliates or other related entities or persons, nor any shareholder, trustee, partner, member, director, officer, manager, employee, agent or representative, or any person acting for or on behalf of any of the foregoing, may solicit, pursue, negotiate, work or consult with any other person or entity regarding (i) the management of the Hotel, any franchise or license for the Hotel or any other arrangement regarding the operation of the Hotel, (ii) any sale, lease or other transfer of the Hotel or any interest in it (iii) any sale or other transfer of any direct or indirect shares or other ownership interests in Owner / Lessor, or any direct or indirect new investment, or restructuring of any existing investment, in Owner / Lessor.
19.	Confidentiality	The Parties will maintain complete confidentiality about the contents and terms of this Term Sheet and will not disclose or divulge the same to an









	0 0 1	person without prior consent in writing to the other party. However, this restraint shall not apply to the party disclosing the same to their professional advisors in connection with the documentation for implementing the transactions and/or any matter relating thereto.
20.	Validity	This term sheet is valid for 90 days from the date of execution hereof and maybe extended by mutual agreement of the parties in writing. Both parties will enter into Definitive Agreement within three months of signing the Term Sheet subject to necessary Approvals.
21.	Approvals	This Term Sheet and signing of Definitive Agreement is subject to necessary Board and other internal approvals of the Lessee and satisfactory completion of any due diligence exercise that may form part of the process.
22.	Authority	The Parties hereto confirm that they have executed this Term Sheet through their respective representatives who have the requisite authority to execute.

Authorized Signatory for KPCV Strata Yield Opportunity Pvt Ltd

ANIKA GUPTA

ANIKA GUPTA

SUMA VENKATESH

Authorized Signatory for Roots Corporation Limited







ANNEXURE - 1

SCOPE OF UPKEEP OF BUILDING / STRUCTURE FOR THE LESSOR

S.No.	Items	Before Handover	DLP Duration (Years)	Responsibility During DLP	Responsibility Post DLP
1	DG's	Lessor	Minimum 1 year warranty to be procured by Lessor	Vendor through prior contract by Lessor	Lessee
2	Lift(s)	Lessor	Minimum 1 year warranty to be procured by Lessor	Vendor through prior contract by Lessor	Lessee
3	STP system complete	Lessor	Minimum 1 year warranty to be procured by Lessor	Vendor through prior contract by Lessor	Lessee
4	Fire Pump(s)	Lessor	Minimum 1 year warranty to be procured by Lessor	Vendor through prior contract by Lessor	Lessee
5	Hot Water System	Lessor	Minimum 1 year warranty to be procured by Lessor	Vendor through prior contract by Lessor	Lessee
6	Compact Sub- station	Lessor	Minimum 1 year warranty to be procured by Lessor	Vendor through prior contract by Lessor	Lessee
7	LT Panel(s)	Lessor	Minimum 3 year warranty to be procured by Lessor	Vendor through prior contract by Lessor	Lessee
8	Fire suppression system	Lessor	Minimum 1 year warranty to be procured by Lessor	Vendor through prior contract by Lessor	Lessee







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9	Domestic water systems (HPS/softener plant/dosing unit/sump pump)	Lessor	Minimum 1 year warranty to be procured by Lessor	Vendor through prior contract by Lessor	Lessee
10	HVAC (low and high end)	Lessor	Minimum 1 year warranty to be procured by Lessor	Vendor through prior contract by Lessor	Lessee
11	Flushing Pumps	Lessor	Minimum 1 year warranty to be procured by Lessor	Vendor through prior contract by Lessor	Lessee
12	Bore Well	Lessor	Minimum 1 year warranty to be procured by Lessor	Vendor through prior contract by Lessor	Lessee
13	External Plaster	Lessor	10 Years from Possession Date	To be covered under DLP by Lessor's vendor	Lessee
14	Waterproofing Basement	Lessor	10 Years from Possession Date	To be covered under DLP by Lessor's vendor	Lessee
15	Waterproofing Terrace	Lessor	10 Years from Possession Date	To be covered under DLP by Lessor's vendor	Lessee
16	Waterproofing Toilet	Lessor	10 Years from Possession Date	To be covered under DLP by Lessor's vendor	Lessee
17	Leakage and Seepage	Lessor	10 Years from Possession Date	To be covered under DLP by Lessor's vendor	Lessee









18	Municipal Water Supply and Water Meters	Lessor	Ensuring adequate gauge and supply of water before Handover	Lessor	Lessee
19	HT Yard (cable laid from outside)	Lessor	Major Works and replacement – 30 Years	Lessor	Minor repair by Lessee
20	Repair/Maintain Overhead Flushing Tank	Lessor	Minimum 3 yr warranty to be procured by Lessor	Lessor	Lessee
21	External Lighting & Horticulture	Lessor	1 Year from Possession Date	Lessor	Lessee
22	Basement Sump Pumps & Related Piping	Lessor	Minimum 3 yr warranty to be procured by Lessor	Lessor	Lessee
23	Basement Exhaust and Fresh Air System	Lessor	Minimum 3 yr warranty to be procured by Lessor	Lessor	Lessee
24	Building Structure	Lessor	30 Years	Lessor	Lessor
	Window with glasses	Lessor	Minimum 7 yr warranty to be procured by Lessor	Vendor through prior contract by Lessor	Lessee
26	Organic waste converter	Lessor	Minimum 3 yr warranty to be procured by Lessor	Vendor through prior contract by Lessor	Lessee
27	Guest room electronic locks & access control system	Lessor	Minimum 3 yr warranty to be procured by Lessor	Vendor through prior contract by Lessor	Lessee





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28	Guest room items like TV, Minibar, Tea Kettle, Electronic safe,	Lessor	Minimum 3 yr warranty to be procured by Lessor	Vendor through prior contract by Lessor	Lessee
29	Security systems like Boom barrier, DFMD etc.	Lessor	Minimum 3 yr warranty to be procured by Lessor	Vendor through prior contract by Lessor	Lessee
30	Kitchen Equipments	Lessor	Minimum 3 yr warranty to be procured by Lessor	Vendor through prior contract by Lessor	Lessee









ANNEXURE-2

LIST OF APPROVALS / PERMISSIONS TO BE OBTAINED / RENEWED BY LESSOR AND LESSEE AS APPLICABLE

SN	DESCRIPTION	LESSOR'S SCOPE	LESSEE'S SCOPE
A	PRE – HAND OVER (WHATEVER IS APPL LOCAL LAV		QUIRED AS PER
1	LAND USAGE CONVERSION TO HOTEL/COMMERCIAL	YES	31
2	NOC FROM HYDRAULIC ENGINEER OF THE STATUTORY AUTHORITY	YES	
3	INITIAL (PROVISIONAL) FIRE APPROVAL	YES	y
4	BUILDING PLAN APPROVAL LETTER WITH COMPLETE DRAWINGS INCUSIVE OF CAR PARK, SETBACK ETC. FROM CONCERNED AUTHORITY FOR THE PURPOSE OF HOTEL	YES	
	CONSENT TO ESTABLISH UNDER AIR & WATER POLLUTION ACT FOR HOTEL BUILDING AS APPLICABLE	YES	
6	TEMPORARY ELECTRICITY CONNECTION	YES	
7	NOC FROM WATER DEPARTMENT & TEMPORARY WATER CONNECTION/ BORE WELL CONNECTION	YES	W
8	INITIAL POLICE NOC	YES	
9	GOODS AND SERVICE TAX REGISTRATION		YES (for Hotel Operation)







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SN	DESCRIPTION	LESSOR'S SCOPE	LESSEE'S SCOPE		
10	STAR CLASSIFICATION FROM DEPARTMENT OF TOURISM (if required by the Lessee)		YES		
11	ANY OTHER PERMISSION LIKE TREE CUTTING, ARCHELOGICAL SURVEY OF INDIA, ART COMMSION, AIRPORT AUTHORITY OF INDIA, URBAN CELING ETC. AS MY BE APPLICABLE	YES			
В	LICENSES REQUIRED AFTER HA				
Б	COMMENCEMENT OF HOTEL OPERATION (WHICHEVER APPLICABLE AS PER LOCAL LAWS)				
1	FINAL FIRE NOC WITH APPROVED DRAWINGS	YES	4		
2	SANCTION, APPROVED SINGLE LINE DIAGRAM (SLD), NOC FOR ELECTRCAL INSTALLTION, SANCTION & ENERGISATION OF PERMANENT ELECTRICITY LOAD AS REQUIRED FOR THE HOTEL	YES			
3	NOC FOR DGs	YES			
æ4	LIFT LICENSE	YES			
5	APPROVAL FROM LOCAL BODY FOR PROVIDING PIPE LINES FOR SEWAGE AND STORM WATER CONNECTION AND PERMANENT WATER CONNECTION TO MEET THE WATER REQUIREMENT OF THE	YES			
	HOTEL				

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SN	DESCRIPTION	LESSOR'S SCOPE	LESSEE'S SCOPE	
	WASTE FROM POLLUTION CONTROL BOARD			
7	STRUCTURAL STABLITY CERTIFICATE OF THE BUILDING	YES		
8	OCCUPANCY CERTIFICATE / BUILDING COMPLETION CERTIFICATE FOR THE BUILDING FROM THE CONCERNED STATUTORY AUTHORITY	YES		
9	PAYMENT OF CESS FOR CONSTRCTION OF THE BUILDING	YES		
10	ASSESSMENT ORDER OF PROPERTY TAX INCLUDING ALL COSTS FOR OBTAINING THE ASSESSMENT ORDER FROM MUNICIPAL CORPORATION AND PAYMENT RECEIPT THEREOF	YES		
11	FINAL POLICE NOC	YES		
12	LODGING, BOARDING/TRADE LICENSE FROM HEALTH DEPARTMENT		YES	
13	SHOP & ESTABLISHMENTS ACT LICENSE		YES	
14	CONTRACT LABOUR REGISTRATION		YES	
15	ALL OTHER OPERATIONAL LICENSES REQUIRED FOR RUNNING AND OPERATING THE HOTEL		YES	
	*			
	PERIODIC RENEWAL OF LICENSES POST HOTEL OPERATIONS			
1	POLICE NOC (If Applicable)		YES	
2	FIRE NOC		YES	







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SN	DESCRIPTION	LESSOR'S SCOPE	LESSEE'S SCOPE
3	HEALTH/TRADE LICENSE	A MUNICIPALITY	YES
4	POLLUTION LICENSES		YES
5	NOC FOR ELECTRIC INSTALLTIONS		YES
6	ALL OTHER OPERATIONAL LICENSES		YES









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