

**Government of Manipur
Department of Tourism**



**Bid Documents for
of Tourism Accommodation Units**

**Volume II of II: Lease-cum-Development of
_____ Tourism Accommodation Unit**

June, 2014

**North A.O.C., Imphal-795001
Phone:**

LEASE cum DEVELOPMENT AGREEMENT

between

The Governor of Manipur

And

Development of Tourism Accommodation Unit at - _____

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LEASE cum DEVELOPMENT AGREEMENT

This Agreement is entered into on this the ----- day of _____ 2014 at Imphal

BETWEEN

The Governor of Manipur; represented through Department of Tourism, Government of Manipur, (hereinafter referred to as "**DOT**"), which term shall unless repugnant to the context include its successors, assigns and legal representatives) of the one Part

AND

_____, a company duly incorporated under the provisions of the Companies Act 1956 having its registered office at

_____, represented through its authorised representative, _____ (hereinafter referred to as the "**Lessee**" which expression shall unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes) of the other Part.

INTRODUCTION

Whereas:

- A. DOT is a department under Government of Manipur and is engaged in developing and promoting tourism activities in the state of Manipur;
- B. DOT had invited bids for upgrading, developing, operating, maintaining, managing, sharing and transferring (the "**Project**") of Tourist Accommodation Unit at _____ as specified in the Bidding Documents Pursuant to the evaluation of the bids received, the bid of {name of firm}_____ was selected and accordingly, issued a Letter of Award (hereinafter called the "LoA") and attached in Schedule I – Letter of Award, requesting the selected Bidder to ensure the execution of this Agreement within 30 (Thirty) days of the date of issue of the LoA, which the Selected Bidder has acknowledged;
- C. DOT has executed this Agreement to transfer the rights on the assets delineated in Schedule II – Project Assets of this Agreement and assigns the Lessee its rights and obligations with regard to the Project and has agreed to enter into this Agreement with the Lessee, subject to and on the terms and conditions set forth hereinafter.

NOW THEREFORE in consideration of the foregoing and respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged and intending to be legally bound hereby, the Parties agree as follows, namely :-

DEFINITIONS AND INTERPRETATIONS

1.1 Definitions -

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed / assigned to them hereunder:-

- 1.1.1 "**Agreement**" refers to this Lease cum Development Agreement and the provisions included in this Agreement including amendments thereto;
- 1.1.2 "**Annual Lease Rental**" shall mean the annual rental payable to DOT as defined in clause 1.39 of this Agreement;
- 1.1.3 "**Applicable Law**" shall mean all statutes, laws, ordinance, in force and effect as on date hereof and which maybe promulgated or brought into force and effect hereinafter in India by the Government of India (GoI) or Government of Manipur (GoM or State Government) or any other government authority having jurisdiction over the matter in question including regulations and rules, directives, guidelines, policy made there under, and all judgements, orders, decrees, injunctions, writs and orders of any court

or judicial body, as may be in force and effect during the subsistence of this Agreement or thereafter and applicable to the Project / the Lessee in relation to the Project;

- 1.1.4 **"Appointed Date"** is the date from which the obligations of the Parties in this Agreement shall commence as specified in clause 1.8.3;
- 1.1.5 **"Applicable Permits"** means all notifications, clearances, permits, authorisations, licenses, consents, permissions, rulings, exemption, approvals or any other permit of whatsoever nature which is required to be obtained and maintained by the Lessee under a pursuant to Applicable law, or any registration or filing with, any authority under Applicable Law for or in respect of this Agreement including for performance of any obligation or exercise of any right by a Party, in connection with the Project during the subsistence of this Agreement;
- 1.1.6 **"Bid"** means the documents in their entirety in the bid submitted by the Selected Bidder in response to the Bidding notice issued by DOT for the Project;
- 1.1.7 **"Bid Security"** means Bid Security applicable for this Project as per Clause 7 of the Request for Proposal (RFP);
- 1.1.8 **"Bidding Documents"** means the Request for Proposal (RFP), all the Volumes, Appendices and Addenda thereof issued by DOT as part of the Bidding Process for this Project;
- 1.1.9 **"Business Day"** means a day, except Saturdays, Sundays and government holidays, on which banks are generally open for business in Imphal, Manipur;
- 1.1.10 **"Clearance"** means the written consent, licence, approval, permit, rulings, exemption, notification, no objection certificate or other authorization or permission of whatsoever nature which is required to be obtained from any authority, from time to time in connection with the Project;
- 1.1.11 **"Commercial Operations Date for Phase I or COD - Phase I"** means the date on which the Lessee obtains the Completion Certificate for Phase I. It cannot be later than Scheduled Phase I Implementation Completion Date as listed in Schedule III: Phase-wise Minimum Development Requirements;
- 1.1.12 **"Commercial Operations Date for Phase II or COD - Phase II"** means the date on which the Lessee obtains the Completion Certificate for Phase II. It cannot be later than Scheduled Phase II Implementation Completion Date as listed in Schedule III: Phase-wise Minimum Development Requirements;
- 1.1.13 **"Commercial Operations Date for Phase III or COD - Phase III"** means the date on which the Lessee obtains the Completion Certificate for Phase III. It cannot be later than Scheduled Phase II Implementation Completion Date as listed in Schedule III: Phase- wise Minimum Development Requirements;

- 1.1.14 **"Completion Certificate"** shall have the meaning as defined;
- 1.1.15 **"Encumbrance"** means any encumbrance such as mortgage, sub-lease, charge,pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include, without limitation, any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amount due on account of taxes, cesses and encroachments on the Project Assets;
- 1.1.16 **"Force Majeure"** shall have the meaning ascribed thereto in clause;
- 1.1.17 **"Final Commercial Operations Date or FCOD"** means the COD for the last Phase as applicable for the Project. Projects for which only Phase I is applicable, FCOD shall be same as COD-Phase I. Projects for which only Phase I and Phase II are applicable, FCOD shall be same as COD-Phase II. Projects for which all three Phases are applicable, FCOD shall be same as COD-Phase III;
- 1.1.18 **"GoI"** means the Government of India and any of its duly authorised agency,authority, department, inspectorate, ministry or person (whether autonomous or not);
- 1.1.19 **"GoM"** means the Government of Manipur and any of its duly authorised agency,authority, department, inspectorate, ministry or person (whether autonomous or not) under the lawful and effective control and direction of GoM;
- 1.1.20 **"Good Industry Practice"** means the exercise of that degree of skill, diligence,prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation and maintenance or supervision or monitoring thereof or any of them for a project similar to that of this Project;
- 1.1.21 **"Implementation Phase"** means the period commencing from Appointed Date and ending on FCOD;
- 1.1.22 **"Lease Period"** shall have the meaning ascribed thereto in clause 1.6;
- 1.1.23 **"LoA"** means the Letter of Award issued to the Lessee by DOT;
- 1.1.24 **"Material Adverse Effect"** means material adverse effect on (a) the ability of theSelected Bidder to exercise any of its or perform / discharge any of its duties / obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement;
- 1.1.25 **"Material Breach"** means a breach by either Party of any of its obligations underthis Agreement which has or is likely to have a Adverse Effect on the Project and which it shall have failed to cure within the Consultation Period;

- 1.1.26 **"O&M"** means the Operation and Maintenance of the Project during the LeasePeriod and includes but is not limited to functions of operation, maintenance and performance of other services incidental thereto;
- 1.1.27 **"Operations Phase"** means the period commencing from FCOD and ending on the Transfer Date;
- 1.1.28 **"Parties"** mean the parties to this Agreement collectively and **"Party"** means any of the Parties to this Agreement individually;
- 1.1.29 **"Phase"** means either Phase I or Phase II or Phase III of the Project as specified in Schedule III: Phase-wise Minimum Development Requirements;
- 1.1.30 **"Performance Security"** shall have the meanings ascribed thereto in clause;
- 1.1.31 **"Project"** means up-gradation / development of Tourism Accommodation Unit at [insert location] as per the Minimum Development Requirements and time-lines prescribed in Schedule III: Phase-wise Minimum Development Requirements of this Agreement and operation, maintenance, management, sharing & transferring of the Project Assets and Project Facilities as per the provisions of this Agreement;
- 1.1.32 **"Project Agreement"** means any agreement other than this Agreement which the Lessee enters into with any third-party in relation to this Project;
- 1.1.33 **"Project Asset"** means the assets leased to the Lessee by DOT in accordance with the provisions of the Project Agreements and detailed in Schedule II – Project Assets of this Agreement;
- 1.1.34 **"Project Facility"** or **"Project Facilities"** mean all the assets to be developed as per the Minimum Development Requirements for the Project;
- 1.1.35 **"Rs." or "Rupees"** refers to the lawful currency of the Republic of India;
- 1.1.36 **"SBI PLR"** means the prime lending rate per annum for loans with 1 (one) year maturity as fixed, from time to time by **State Bank of India**, and in the absence of such rate, the average of the prime lending rates for loans with 1 (one) year maturity fixed by Bank of India and Bank of Baroda and failing that any other arrangement that substitutes such prime lending rate as mutually agreed between the Parties;
- 1.1.37 **"Scheduled Phase I Implementation Completion Date"** means the latest date by which all the Minimum Development Requirements for Phase I as detailed in Schedule III: Phase-wise Minimum Development Requirements have to be met;
- 1.1.38 **"Scheduled Phase II Implementation Completion Date"** means the latest date by which all the Minimum Development Requirements for Phase II as detailed in Schedule III: Phase-wise Minimum Development Requirements have to be met;

- 1.1.39 **"Scheduled Phase III Implementation Completion Date"** means the latest date by which all the Minimum Development Requirements for Phase III as detailed in Schedule III: Phase-wise Minimum Development Requirements have to be met;
- 1.1.40 **"Specifications and standards"** mean the specifications and standards relating to the quality, capacity, facilities and other requirements for the Project Assets as mutually agreed between the Parties and given in Schedule II- Project Assets.
- 1.1.41 **"Tax or Taxes"** shall mean and include all taxes, duties, cess, levies that may bepayable by the Lessee under Applicable Law;
- 1.1.42 **"Termination"** means termination of this Agreement hereunder pursuant to thedelivery or deemed delivery of a Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include the expiry of this Agreement in the normal course;
- 1.1.43 **"Termination Date"** means the date on which Termination Notice has beendelivered or deemed to have been delivered by a Party issuing the same to the other Party in accordance with the provisions of this Agreement;
- 1.1.44 **"Termination Notice"** means a communication in writing by a Party to the otherParty seeking Termination in accordance with the applicable provisions of this Agreement;
- 1.1.45 **"Termination Payment"** means the amounts payable by a Party to the otherParty under this Agreement upon the Termination of this Agreement;
- 1.1.46 **"Transfer Date"** means date on which this Agreement and the Lease hereunder expires pursuant to the provisions of this Agreement or is terminated by a Transfer Notice as given in clause 1.58.5 , whichever is earlier and
- 1.1.47 **"Transfer Notice"** shall have the meaning ascribed to it in clause 1.58.5

1.2 Interpretation -

In this Agreement, unless the context otherwise requires:-

- 1.2.1 any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to or is capable of being applied to any transaction entered into hereunder;
- 1.2.2 references to laws of Manipur, laws of India or Indian law or regulations having the force of law shall include the laws, Acts, Ordinances, Rules, Regulations, Bye-laws or notifications which have the force of law in the territory of India and as from time to time, may be amended, modified, supplemented, extended or re-enacted;

- 1.2.3 reference to a "**person**" and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;
- 1.2.4 reference to an individual shall include his legal representative, successor, legal heir, executor and administrator;
- 1.2.5 the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in and shall not affect the construction or interpretation of this Agreement;
- 1.2.6 the words importing singular shall include plural and vice versa;
- 1.2.7 terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed hereto and the terms and words defined in the Clauses/Articles/Schedules and used therein shall have the meaning ascribed in the Clauses/Articles/Schedules; and the words beginning with capital letters but not defined in this Agreement shall have the meaning ascribed to it in the Bidding Documents;
- 1.2.8 the words "**include**" and "**including**" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;
- 1.2.9 any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- 1.2.10 any reference to day shall mean calendar day;
- 1.2.11 reference to a "**business day**" shall be construed as a reference to a day (other than Sunday) on which banks in Imphal are generally open for business;
- 1.2.12 any reference to month shall mean calendar month as per the Gregorian calendar;
- 1.2.13 the Schedules to this Agreement and any amendment(s) thereto, form an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement and in the event of any conflict between any provision of an Article/Clause of this Agreement and any provision of a Schedule to this Agreement, provision of the Clause shall prevail;
- 1.2.14 any reference at any time to any agreement, deed, instrument, lease or document of any description shall be construed as reference to that agreement, deed, instrument, lease or other document as amended, varied, supplemented, modified or suspended at the time of such reference provided that this sub-clause shall not operate so as to

- increase liabilities or obligations of DOT hereunder or pursuant hereto in any manner whatsoever;
- 1.2.15 references to Recitals, Articles, Clauses, Sub-Clauses, Paragraphs in this Agreement shall, except where the context otherwise requires, be deemed to be references to Recitals, Articles, Clauses, Sub-Clauses, Paragraphs, and of or to this Agreement;
- 1.2.16 any agreement, consent, approval, authorisation, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorised representative of such Party, as the case may be, in this behalf and not otherwise;
- 1.2.17 any reference to any period commencing "**from**" a specified day or date and "**till**" or "**until**" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- 1.2.18 the damages payable by either Party to the other as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty ('the **Damages**');
- 1.2.19 reference to any gender shall include the other and the neutral gender;
- 1.2.20 "**Lakh**" means a hundred thousand (100,000) and "**Crore**" means ten million (10,000,000);
- 1.2.21 "**indebtedness**" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.22 references to the, "**winding-up**", "**dissolution**" "**insolvency**" or "**reorganisation**" of a company or corporation shall be construed so as to include and equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, arrangement, protection or relief of debtors;
- 1.2.23 any documentation required to be provided or furnished by the Lessee to DOT shall be provided free of cost and in three copies and if DOT is required to return any such documentation with their comments and/or approval, then it shall be entitled to retain two copies thereof;
- 1.2.24 the rule of construction, if any, that a contract should be interpreted against the parties responsible for drafting and preparation thereof, shall not apply; and
- 1.2.25 any word or expression used in this Agreement shall, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.

1.3 *Measurements and arithmetic conventions -*

- 1.3.1 All measurements and calculations shall be in metric system and calculations done up to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4 *Priority of contract documents and errors / discrepancies -*

- 1.4.1 This Agreement, and all other agreements forming part of this Agreement are to be taken as mutually explanatory to one another and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof shall, in the event of any conflict between them, be in the following order:

- (i) this Agreement
- (ii) Schedules, Annexure and Appendices of this Agreement
- (iii) Bidding Documents
- (iv) LoA and other communication issued by DOT to the Selected Bidder / Lessee.
- (v) all other documents forming part of this Agreement

- 1.4.2 The Agreement at (i) above shall prevail over the agreements and documents at (ii to v) above.

- 1.4.3 Subject to clause 1.4.1, in case of ambiguities or discrepancies within this Agreement the following shall apply:-

- (I) between two or more articles and or clauses of this Agreement, the provisions of the specific article and or clause relevant to the issue under consideration shall prevail over those in other articles or clauses;
- (II) between any value written in numerals and that in words, the higher value shall prevail, whether written in words or numerals.
- (III) between the clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;

PROJECT SCOPE

- 1.4.4 The scope of the Project (the "**Project Scope**") during the Lease Period shall mean and include but not limited to:-
- (i) Up-gradation, development, operation, maintenance, management, share and transfer of the Project Assets given in
 - (ii) Schedule II – Project Assets & Project Facilities in accordance with the provisions of the Agreement as per the phases and time-lines prescribed in Schedule III : Phase – wise Minimum Development requirements;
 - (iii) Performance and fulfillment of all other obligations of the Lessee in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all the obligations of the Lessee under this Agreement; and
 - (iv) Any variation in the Project Scope subsequent to the date of this Agreement which shall be subject to Applicable Law and /or mutual agreement of the Parties.

GRANT OF RIGHTS

1.5 Rights -

- 1.5.1 The Project Assets shall be the registered property of DOT and the Lessee shall execute the Project on upgrade, develop, operate, maintain, share and transfer basis. The lessee shall use the project assets only for tourism purpose.
- 1.5.2 Subject to and in accordance with the provisions of this Agreement, Applicable Law and Applicable Permits, DOT hereby grants to the Lessee, for the Assets as set forth in Schedule II – Project Assets the exclusive right and lease during the subsistence of this Agreement to operate and maintain the Project [the "**Lease cum Development Right**" (**LDR**)] for the entire duration of the Lease Period or until the earlier termination of the Agreement in accordance with the provisions of this Agreement. The Lessee hereby accepts the LDR and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein.
- 1.5.3 Subject to and in accordance with the provisions of this Agreement, Applicable Law and Applicable Permits, the LDR hereby granted shall oblige and/or entitle (as the case may be) the Lessee to undertake the following:-
- (i) Upgrade, develop, operate and maintain the Project Assets for the purpose of and to the extent conferred by the provisions of this Agreement;
 - (ii) Demand, collect and appropriate tariff (fee) from users for using the Project Assets in accordance with clause;

- (iii) Perform and fulfil all Lessee's obligations under and in accordance with this Agreement;
- 1.5.4 Bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Lessee under this Agreement;
- 1.5.5 Not to assign, transfer or sublet or create any lien or encumbrance on this Agreement, or the Lease hereby granted or on the whole or any part of the Project Assets or Project Facilities nor transfer, lease or part possession thereof, save and except as expressly permitted by this Agreement;
- 1.5.6 Not to use the Project Assets or Project Facilities for any purpose other than the purpose of the Project and purposes incidental or ancillary to, as permitted under this Agreement.

TERM, REVERSION AND RE-ENTRY

1.6 Lease Period -

- 1.6.1 Total period of lease shall not exceed a period of 30 years. Initially the lease shall be for 10 years & there shall be review by Department of Tourism at the end of 10th and 20th year for giving extension, subject to the condition that the Operator shall qualify all the following parameters.
 - a) Fulfillment of minimum development plan.
 - b) Use of the property for the purpose for which it is meant.
 - c) Confirmation of the maintenance standard.
 - d) Timely payment of annual fees
- 1.6.2 Towards the end of the Lease Period, the Lessee and DOT can, on mutually agreed terms and conditions, extend the LDR beyond the Lease Period of 30 years. In the event that the Lessee and DOT are not able to arrive at mutually agreeable terms & conditions for the renewal of the Lease Period, then DOT shall have the right to invite fresh bids from interested parties to operate and manage the Project Assets.
- 1.6.3 The Lessee shall have the first right of refusal, i.e. the right to match the highest financial bid received by DOT, provided DOT is satisfied with the Lessee with regard to observance of the terms and conditions of this Agreement during the Lease Period.
- 1.6.4 The Lessee shall pay the Upfront Payment & Annual Lease Rental as specified in the Agreement.
- 1.6.5 The Project Assets shall not be used by the Lessee for any purpose other than the purpose specified under this Agreement. The Lessee shall take possession of the Project Assets on "**as is**" condition.

1.7 *Reversion -*

- 1.7.1 On the expiry of the Lease Period or early termination of this Agreement, for any reason whatsoever, the Lessee shall surrender to DOT the Project Assets and Project Facilities with all assets, fixtures, all or any singular rights, liberties, privileges, easements and appurtenances belonging to or in any way appurtenant thereto or enjoyed therewith, as constituting the Project Assets (as such time), without any encumbrances.

CONDITIONS PRECEDENT

- 1.7.2 Save and except as expressly provided the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this clause (the "**Conditions Precedent**").

1.8 *Conditions Precedent for DOT -*

- 1.8.1 The Conditions Precedent required to be satisfied by DOT prior to the Appointed Date shall be deemed to have been fulfilled when DOT shall have issued a letter to the Lessee announcing its intent and readiness to hand over the Project Assets for carrying out the Project as per the provisions of this Agreement. The date of the letter shall be the "**Handover Date**".
- 1.8.2 Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.
- 1.8.3 The date on which both the Parties fulfil the Conditions Precedent, as jointly certified in writing by the authorised representatives of the Parties, shall be the "**Appointed Date**" whereupon the obligations of the Parties under this Agreement shall commence. **The Appointed Date shall necessarily not be more than 3(three) months from the date of signing the Agreement.**

1.9 *Conditions Precedent for Lessee -*

- 1.9.1 The Conditions Precedent required to be satisfied by the Lessee prior to the Appointed Date shall be deemed to have been fulfilled when the Lessee shall have-
- (i) provided Performance Security for Implementation Phase to DOT;
 - (ii) paid Upfront Payment and Annual Lease Rental for the first year of the Lease Period;
 - (iii) procured all necessary applicable permits unconditionally and ensure that such applicable permits are in full force and effect.

- 1.9.2 The Lessee shall confirm in writing that all representations and warranties of the Lessee set forth in the bid by the Selected Bidder and this Agreement are true and correct as on the date of execution of this Agreement and as on the Appointed Date.

Provided that upon request in writing by the Lessee, DOT may, in its discretion, waive any of the Conditions Precedent set forth in this clause 1.9.1.

- 1.9.3 The Lessee shall be responsible for construction of approach roads, providing external electrification water supply and landscaping of the premise, besides any other development which may be necessary for operation and maintenance of the property.

1.10 Termination of this Agreement on account of non-fulfilment of Conditions Precedent -

- 1.10.1 In the event of non-fulfilment of Conditions Precedent by the Lessee by the Appointed Date, this Agreement shall be terminated and DOT shall retain the Performance Security, as damages.

- 1.10.2 In the event this Agreement is terminated due to non-fulfilment of DOT's Conditions Precedent by the Appointed Date, the Lessee may terminate this Agreement, in accordance with the provisions of this Agreement and require, DOT to return / refund in full the Performance Security paid by the Lessee, along with the Upfront Payment and Annual Lease Rental if any paid by the Lessee till the date of Termination.

Provided there are no outstanding claims of DOT on the Lessee.

- 1.10.3 Provided further that, instead of this Agreement being terminated, the Parties may, by mutual consent, extend the time for fulfilling the Conditions Precedent.

FINANCIAL CLOSURE

- 1.10.4 The Lessee hereby agrees and undertakes that it shall achieve Financial Closure & execute Financing Documents & deliver to DOT three copies thereof attested by a Director or the Authorized Signatory of the Lessee by the Appointed Date, and in the event of delay it shall be entitled to a further period not exceeding 90 (ninety) days. In the event of Financial Closure not being achieved even within 90 days of Appointed Date, the Lessee shall be entitled to a further period not exceeding 60 days subject to payment of damages to DOT in a sum of Rs.10,000 (Rs. Ten thousand only) for each day of delay.

Provided that the damages specified herein shall be payable every week in advance and the period beyond 90 days from Appointed Date shall be granted only to the extent of damages so paid, provided further that no damages shall be payable if such delay in Financial Closure has occurred solely as a result of any default or delay by DOT in satisfaction of the Conditions Precedent specified in clause 1.7.2.

- 1.10.5 The Lessee shall, upon occurrence of Financial Closure, notify DOT forthwith, and provide to DOT, at least 2 (two) days prior to Financial Close, 3 (three) true copies of the Financing Documents including the Financial Package and the financial model duly attested by a Director or the Authorised Signatory of the Lessee.

1.11 Termination due to failure to achieve Financial Closure

- 1.11.1 Notwithstanding anything to the contrary contained in this Agreement, in the event that Financial Closure does not occur, for any reason whatsoever, within the period set forth in clause 1.10.4, all rights, privileges, claims and entitlements of the Lessee under or arising out of this Agreement shall be deemed to have been waived by and deemed to have ceased with the concurrence of the Lessee, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties.
- 1.11.2 Upon Termination under clause 1.11.1, DOT shall be entitled to en-cash the Bid Security and appropriate the proceeds thereof as damages, provided however, if Financial Closure has not occurred solely as a result of DOT being in default of any of its obligations under clause 1.7.2., it shall upon termination, return the Bid Security forthwith. For avoidance of doubt, it is expressly agreed that if the Bid Security shall have been substituted by Performance Security for Implementation Phase, DOT shall be entitled to en-cash the Performance Security for Implementation Phase equivalent to an amount equal to Bid Security.

OBLIGATIONS OF THE PARTIES

1.12 General Obligations of the Lessee

- 1.12.1 Subject to and on the terms and conditions of this Agreement, the Lessee shall at its cost and expense implement the Project.
- 1.12.2 The up-gradation concept, design and layout for up-gradation are to be developed in consultation with DOT and as per the provisions of Clauses 1.26, 1.27 & 1.28 of this Agreement.
- 1.12.3 The lessee shall be responsible for providing (i) approach roads (ii) electricity and Water connectivity and (iii) landscaping work, if unavailable, for the asset with due consultation at Tourism Department.
- 1.12.4 The Lessee shall comply with the provisions of Applicable Law and procure Applicable Permits (including renewals as required) in the performance of its obligations under this Agreement.
- 1.12.5 Subject to Clauses 1.12.1 and 1.12.3, the Lessee shall discharge its obligations in accordance with Good Industry Practice in a reasonable and prudent manner.
- 1.12.6 The Lessee shall operate the Project on the principle of minimal discharge of effluents into the air and water streams / water bodies and ensure the management and

disposal of the waste generated by the Project.

- 1.12.7 The Lessee would operate the Project for the Lease Period as per the provisions of this Agreement including the responsibility for the internal furnishing of the Project Assets and the Project Facilities.
- 1.12.8 The Lessee shall maintain the Project Assets handed over by DOT and the Project Facilities in excellent working condition for the entire Lease Period and bear all costs / expenses for doing the same. The lessee would allow DOT to conduct physical inspection of the asset every six months.
- 1.12.9 The Lessee shall, at all times, operate and maintain the Project Assets in accordance with the provisions of the Agreement, Applicable Law, Applicable Permits and Good Industry Practice.
- 1.12.10 The Lessee shall be responsible for providing quality services to tourists.
- 1.12.11 The Lessee shall be responsible for procuring all necessary equipment(s) for the Project as well as for other activities proposed at the Project Site.
- 1.12.12 The Lessee shall be responsible for construction of approach roads, providing external electrification water supply and landscaping of the premise, besides any other development which may be necessary for operation and maintenance of the property.
- 1.12.13 The Lessee shall be responsible for providing adequate security to the tourists using the Project Facilities and for ensuring that there is no damage or loss to Project Assets or Project Facilities.
- 1.12.14 The Lessee shall be responsible for provision and maintenance of emergency services including ensuring security and safety of the Project Assets;
- 1.12.15 The Lessee shall be responsible for ensuring that the employees engaged by it, in fulfilment of its obligations under the Lease cum Development Agreement, are at all times properly trained for their functions and that all statutory requirements relating to the employees in the Project are met.
- 1.12.16 The Lessee shall be permitted to put up its sign board on the main entrance of the Project Facility clearly specifying the following in addition to the name and logo of the Lessee –

“Unit of Department of Tourism”

- 1.12.17 The Lessee would be permitted to sub-contract / franchise activities related to the Project. In the event of such sub-contracting or franchise agreement with any other agency, a copy of the agreement must be submitted to DOT, for its records within 30 days of signing of such agreement. However, at all times, the Lessee would be responsible for discharging its obligations under this Agreement with DOT, without any reference to any other party operating the premises. **Sub-leasing of the Project**

Site / Project Assets / Project Facilities by the Lessee is not permitted.

- 1.12.18 The Lessee shall be responsible for meeting the following hygiene and quality standards --
- (a) The storage, handling of water, raw materials and cooking etc. will have to be in extreme hygienic conditions;
 - (b) The provisions of the Prevention of Food Adulteration Act, 1954, and any law relating to hygiene and quality shall be binding;
 - (c) DOT reserves the right to get the food samples/raw materials tested at authorised / certified laboratories at the cost of the Lessee;
 - (d) The Lessee shall be duly bound to reveal the source of procurement of raw material for any food-item if asked by DOT;
 - (e) The Lessee shall maintain the Project Site, Project Assets and surrounding areas in proper cleanliness and hygienic conditions at its own cost and shall also be bound to follow such directions of DOT issued from time to time in this respect; and
 - (f) The Lessee shall ensure clearance of all the rubbish and waste generated by the Project and ensure safe, quick and scientific disposal of all such material and will also coordinate with concerned civic agencies for disposal of garbage even outside the Project Site.
- 1.12.19 In case the Lessee fails to maintain the applicable hygienic standards as listed in Clause 1.12.16 , the Lessee shall pay a penalty of Rs 500/day for the first 10 days and Rs 1000/day subsequently to DOT till such time the hygienic conditions are met. The penalty will be payable ten days after issue of written notice by DOT.
- 1.12.20 The Lessee shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement --
- 1.12.21 make, or cause to be made, necessary applications to relevant Government instrumentalities with such particulars and details, as may be required for obtaining all Applicable Permits and obtain and keep in force and effect such Applicable Permits in conformity with Applicable Law;
- 1.12.22 make such financing arrangements as would be necessary to implement the Project;
- 1.12.23 procure, as required, appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes and systems used or incorporated in the Project;
- 1.12.24 make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it in connection with the performance of its obligations under

this Agreement;

- 1.12.25 not do or omit to do any act, deed or thing which may, in any manner, violate any of the provisions of this Agreement;
- 1.12.26 support, cooperate with and facilitate DOT in the implementation and operation of the Project in accordance with the provisions of this Agreement;
- 1.12.27 perform any other activities that may be required for the Project subject to Applicable Laws and Applicable Permits and other conditions of this Agreement;
- 1.12.28 pay all taxes, charges, surcharges, levies and duties which may be levied by any competent authority with regard to execution of this Agreement and all other Project Agreements;
- 1.12.29 The lease shall be responsible for maintaining financial propriety for operating the asset which includes (i) Annual Account Auditing by a registered Chartered Accountant (ii) Scheduled Auditing by Accountant General.
- 1.12.30 provide adequate security for protecting the Project Assets and ensuring that there are no damage to or loss of Project Assets;
- 1.12.31 pay to DOT / concerned authority all amounts due as per the provisions of this Agreement;
- 1.12.32 not assign or create any lien or encumbrance in the Project Assets except as allowed in this Agreement;
- 1.12.33 provide to DOT periodic reports as per the provisions of the Lease-cum-Development Agreement;
- ensure that the personnel engaged by it in the performance of its obligations under this Agreement are at all times properly trained for their respective functions; and
- 1.12.34 transfer the Project Assets to DOT upon termination of this Agreement, in accordance with the provisions of clause 1.10.
- 1.12.35 The Lessee shall provide access to personnel from DOT and all its representatives, assigns, successors, undertakings and their subsidiaries, for inspecting whether all the provisions of the Agreement are being fulfilled by the Lessee.
- 1.12.36 The Lessee shall not be considered in breach of its obligations under this Agreement if any part of the Project Assets is not available for operation on account of any of the following for the duration thereof:-

- (a) Force Majeure Event;

- (b) measures taken to ensure the safe use of the Project Assets except when unsafe conditions occurred because of failure of the Lessee to perform its obligations under this Agreement; or
 - (c) Compliance with a request from DOT or directions of any Government Agency, the effect of which is to cease operation of the Project Assets
- 1.12.37 It is expressly agreed that the Lessee shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement shall excuse the Lessee from its obligations or liability hereunder.
- 1.12.38 Within 7 (seven) days of execution of any Project Agreement or amendment thereto, the Lessee shall submit to DOT a true copy thereof, duly attested by a Director/Partner/Proprietor of the Lessee.
- 1.12.39 The Lessee shall ensure that each of the Project Agreements contain provisions that entitle DOT to step into such agreement, in its sole discretion, in substitution of the Lessee in the event of termination or suspension of the Project Agreement.
- 1.12.40 The Lessee shall use the Project Assets for the sole purpose of this Project and shall not, except with the previous consent of DOT, use the Project Assets directly or indirectly for any business other than this Project.
- 1.13 ***Obligations of Lessee related to Lock-in-Period***
- 1.13.1 Subject to and according to the terms and conditions set forth in this Agreement, the Lessee agrees to the following lock-in restrictions, namely :-
- 1.13.2 The period commencing from Appointed Date and ending on expiry of 3 (three) years from the FCOD shall be the lock-in-period (the "**Lock-in-Period**") during which neither Party shall have the right to terminate the Agreement. Notwithstanding the above, DOT shall have the exclusive right to terminate this Lease cum Development Agreement within the Lock-in-Period in the event of a breach by the Lessee of the provisions of the Agreement or Applicable Law.
- 1.13.3 In the event of the Lessee being a Special Purpose Company formed by a Consortium, the Lead Member of the consortium shall have a minimum equity share of 51% in the Lessee for the period commencing from Appointed Date to the period expiring at the end of 3 years from FCOD and a minimum equity share of 26% for the period commencing from Appointed Date to the period expiring at the end of 10 years from FCOD.
- 1.13.4 In the event of the Lessee being a consortium, no change in composition of the consortium shall be permitted for the period commencing from Appointed Date to the period expiring at the end of 3 years from FCOD. In addition the consortium member meeting the Eligibility Criteria under Option-1 for experienced Bidders as per the Request for Proposal issued by DOT for the Project, should have a minimum equity

share of 26% in the Lessee for the period commencing from Appointed Date to the period expiring at the end of 10 years from FCOD.

1.14 *Obligations of DOT*

- 1.14.1 DOT shall provide the Project Site for the duration of the Lease Period along with the Project Assets developed by DOT at the Project Site. The lists of assets handed over by DOT are provided in Schedule II – Project Assets
- 1.14.2 DOT agrees to provide support to the Lessee and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and Applicable Law, the following –
- Hand over physical possession of the Project Assets as specified in clause 1.8.1 free from any encumbrance as per the provisions of this Agreement;
 - Provide all reasonable support and assistance to the Lessee – upon written request from the Lessee, and subject to the Lessee complying with Applicable Law – in procuring Applicable Permits required from any Government instrumentality for implementation and operation of the Project;
 - Not do any act, deed or thing which may in any manner violate any of the provisions of this Agreement;
 - Support, cooperate with and facilitate the Lessee in implementation of the Project in accordance with the provisions of this Agreement;
 - Ensure peaceful use of the Project Assets by the Lessee under and in accordance with the provisions of this Agreement without any undue hindrance from DOT.

REPRESENTATIONS, WARRANTIES AND COVENANTS

1.15 *Representations and warranties of the Lessee*

1.15.1 The Lessee represents and warrants to DOT that –

- a.** it has the financial standing and capacity to undertake the Project in accordance with the terms of this Agreement;
- b.** this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof, and the obligations under this Agreement will be legally valid, binding and enforceable obligations against the Lessee in accordance with the terms hereof;
- c.** it is subject to the laws of India, and hereby expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising hereunder including any obligation, liability or responsibility hereunder;

- d.** the information furnished in the Bid and as updated on or before the date of this Agreement is true and accurate in all respects as on the date of this Agreement
- e.** the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any Applicable Law or any covenants, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected. There are no actions, suits, proceedings or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;

1.15.2 It has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court of any legally binding order of any Government instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this Agreement

1.15.3 It has complied with Applicable Law in all material respects and has not been subject to fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a material adverse effect on its ability to perform its obligations under this Agreement.

1.15.4 In the event of the Lessee being a Special Purpose Company ("**SPC**") formed by a consortium, the shareholding pattern of its issued, subscribed and paid up equity capital conforms to the representations made by the Selected Bidder as part of the Bid and that as on the date of this Agreement, shareholding pattern of its issued, subscribed and paid up equity capital is as follows:

[*****](The "**Lead Member**") _____ %
[*****] _____ %

1.15.5 The shareholding of the members, in case of consortium shall not transfer either direct and/or indirect legal or beneficial ownership of any shares or securities convertible into shares that causes any violation of the lock in restrictions specified in clause 1.13.

1.15.6 In the event of the Lessee being a Special Purpose Company ("**SPC**") formed by a consortium, the members of the consortium shall ensure that the individual shareholding of the consortium members in the issued, subscribed and paid up equity capital of the SPC shall not fall below 5% during the Lease Period.

1.15.7 All rights and interests in the Project Assets shall pass to and vest in DOT on the Transfer Date, free and clear of all encumbrances, without any further act or deed on its part or DOT, and that none of the Project Assets shall be acquired by it, subject to

such agreement under which a security interest or lien or encumbrance is retained by any person, save and except as expressly provided in this Agreement;

1.15.8 No representation or warranty by the Lessee contained herein or in any other document furnished to DOT or to any government agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading; and

1.15.9 No sums, in cash or kind, have been paid or will be paid, by or on its behalf, to any person by way of fees, commission or otherwise for securing the lease or entering into this Agreement or for influencing or attempting to influence any officer or employee of DOT in connection therewith.

1.16 ***Representation and warranties of DOT***

1.16.1 DOT represents and warrants to the Lessee that -

- a) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary to execute this Agreement, exercise its rights and perform its obligations under this Agreement;
- b) it has taken all necessary action to authorize the execution, delivery and performance of this Agreement;
- c) it has the financial standing and capacity to perform its obligations under this Agreement;
- d) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
- e) there are no actions, suits, proceedings or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the default or breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;
- f) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court of any legally binding order of any government instrumentality which may result in any material adverse effect on its ability to perform its obligations under this Agreement;
- g) it has complied with Applicable Law in all material respects; and
- h) upon the Lessee paying the Upfront Payment, Annual Lease Rental, Performance Security and performing the covenants herein, it shall not at any time during the Lease

Period hereof, interfere with the peaceful exercise of the rights and discharge of the obligations by the Lessee, in accordance with this Agreement.

1.17 ***Disclosure***

- 1017.1 In the event that any occurrence or circumstance comes to the attention of either party that renders any of its aforesaid representations or warranties untrue or incorrect, such party shall immediately notify the other party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either party under this Agreement.

DISCLAIMER

1.18 ***Disclaimer***

- 1.18.1 The Lessee acknowledges that prior to the execution of this Agreement, the Lessee has, after a complete and careful examination, made an independent evaluation of the Bidding Documents, and all the information provided by DOT or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of such difficulties, risks and hazards as are likely to arise or may be faced by it in course of performance of its obligations hereunder. Save as provided in Clause 1.17, DOT makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy and / or completeness of the information provided by it and the Lessee confirms that it shall have no claim whatsoever against DOT in this regard.
- 1.18.2 The Lessee further acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in the above and hereby acknowledges and agrees that DOT shall not be liable for the same in any manner whatsoever to the Lessee, constituting members of the Lessee and their associates or any person claiming through or under any of them.

ELIGIBILITY CRITERIA FOR BIDDERS

1.18 A *Bidders having Tourism Sector Experience should fulfill the following two conditions*

- i. Minimum Net Worth for the Bidder for the last financial year should be 50% of the value of the asset for which the Bidder intends to bid.
- ii. Minimum turn over for the last financial year should be 15% of the value of the asset for which the Bidder intends to bid.

1.18 B *Bidders not having Tourism Sector Experience should have for the last financial year a minimum net worth of 60% of the value of the asset the bidder intends to bid.*

PERFORMANCE SECURITY

1.19 *Performance Security for Implementation Phase*

- 1.19.1 The Lessee shall provide, for due and faithful performance of its obligations during the Lease Period deliver to DOT, performance security equal to 2% of the asset value in favour of **The Director Tourism, Department of Tourism**, payable at Imphal, of an amount of Rs. _____ equal to the amount as listed for the Project in Performance Security for implementation phase ("**Performance Security for Implementation Phase**").
- 1.19.2 The Performance Security for Implementation Phase shall be provided to DOT on or before the date of signing of the Agreement.

- 1.19.3 The Performance Security for Implementation Phase shall be released by DOT within 30 days of the issue of the Completion Certificate of the last Phase, provided the Lessee has already submitted to DOT the Performance Security for Operations Phase.

1.20 Performance Security for Operations Phase

- 1.20.1 The Lessee shall, for due and faithful performance of its obligations during the Lease Period deliver to DOT, a bank guarantee in favour of **The Director Tourism, Department of Tourism & Culture (Tourism)**, payable at Imphal, of an amount equal to the Annual Lease Rental for the subsequent two years ("**Performance Security for Operations Phase**").
- 1.20.2 The Performance Security for Operations Phase for the first year shall be paid on or before the Commercial Operation Date - Phase I as defined in this Agreement and given in Schedule III: Phase-wise Minimum Development Requirements.
- 1.20.3 The Performance Security for Operations Phase in the form of a bank guarantee should be submitted to DOT each subsequent year by the Lessee at least seven days before the expiry of the existing bank guarantee until the completion of the Lease Period.
- 1.20.4 The Performance Security for the Operations Phase shall not be lower than 25% of Estimated Project Cost for the Tourism Accommodation for the last 2 years, prior to the expiry of the Lease Period.
- 1.20.5 The Performance Security shall be returned to the Lessee upon the termination of this Agreement, subject to the provisions of this Agreement.

1.21 Appropriation of Performance Security

- 1.21.1 Upon occurrence of a Lessee Event of Default, DOT, without prejudice to its other rights and remedies hereunder or in law, is entitled to appropriate relevant amounts from the Performance Security as damages for such Lessee Event of Default. Upon such encashment and appropriation from the Performance Security, the Lessee shall within 1 (one) month thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security, provide a fresh Performance Security as aforesaid, failing which DOT shall be entitled to terminate this Agreement;

Provided that if the Agreement is terminated due to any event other than Lessee Event of Default, the Performance Security, subject to DOT's right to receive amounts, if any, due from the Lessee under this Agreement, shall be refunded to the Lessee.

POSSESSION OF PROJECT ASSETS

1.22 *Project Assets*

- 1.22.1** The Project Assets shall comprise the assets described in **Schedule II** and shall be provided and granted by DOT to the Lessee under and in accordance with this Agreement.

1.23 *Lease*

- 1.23.1 DOT hereby grants to the Lessee access, in accordance with the terms and conditions of the Agreement rights in respect of the Project Assets which are described and delineated in
- 1.23.2 Schedule II – Project Assets hereto, on “**as is**” basis, free of all encumbrances, for implementation of the Project, for the duration of the Lease Period and, for the purposes permitted under this Agreement, and for no other purpose whatsoever.
- 1.23.3 It is expressly agreed that the lease granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by DOT to terminate the lease, upon the termination of this Agreement for any reason whatsoever.
- 1.23.4 On and after signing this Agreement and until the date of termination / expiry of the Agreement, the Lessee shall maintain round-the-clock vigil over the Project Assets and shall ensure adequate security.

1.24 *Access to DOT*

- 1.24.1 The lease and right to the Project Assets granted to the Lessee hereunder shall always be subject to the right of access of DOT and their employees and agents for inspection and viewing of the Project Assets – for exercise of their rights and enforcement of the obligations of the Lessee under this Agreement.

IMPLEMENTATION OF PROJECT

1.25 *Obligations prior to commencement of Implementation Phase*

- 1.25.1 Prior to commencement of Implementation Phase, the Lessee shall –
- a. submit to DOT and / or any other official / agency designated by DOT for the purpose of monitoring - the detailed Project Up-gradation Plan incorporating the detailed design and construction time schedule for completion of the Project as per the provisions of the Lease cum Development Agreement within 90 days of the issue of the Letter of Award by DOT to the Lessee;
 - b. have requisite organisation and it shall designate and appoint suitable officers / representatives as it may deem appropriate to supervise the Project and to deal with

DOT and / or to deal with any other official / agency designated by DOT for the purpose of monitoring and be responsible for all necessary exchange of information required pursuant to this Agreement;

- c. undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of implementation of the Project under and in accordance with this Agreement, Applicable Law and Applicable Permits.

1.26 *Design and drawings*

- 1.26.1 The Lessee shall, subject to the Minimum Development Requirements prescribed for the Project in the Lease cum Development Agreement, at its cost, charges and expenses cause drawings [**"Drawings"**] to be prepared showing the proposed up-gradation / development / new construction in all Phases applicable for the Project including Phase III as specified in **Schedule III**: Phase-wise Minimum Development Requirements and submit copies of the drawings to DOT and / or any other official / agency designated by DOT for the purpose of monitoring;

Provided that, the Lessee shall in any event, be solely responsible for the adequacy of the Drawings.

- 1.26.2 Drawings relating to the Project shall be subject to review by DOT and / or any other official / agency designated by DOT for the purpose of monitoring hereinafter provided in the succeeding clause.
- 1.26.3 By forwarding the Drawings for review to DOT and / or any other official / agency designated by DOT for the purpose of monitoring - the Lessee represents that it has determined and verified that the design and related aspects of the Project are in conformity with the Minimum Development Requirements set forth in the Lease cum Development Agreement.

1.27 *Review and approval of drawings*

- 1.27.1 The Lessee shall, promptly and in such sequence as is consistent with the detailed Project Up-gradation Plan, development guidelines and Minimum Development Requirements, submit Drawings to DOT and / or any other official / agency designated by DOT for the purpose of monitoring.
- 1.27.2 DOT and / or any other official / agency designated by DOT for the purpose of monitoring - shall review the Drawings within 15 (Fifteen) days of their receipt and convey comments / observations thereon to the Lessee – with particular reference to the conformity or otherwise of the Drawings with the Minimum Development Requirements and development guidelines applicable to the Project. If the Drawings are not in conformity with the above provisions of the Lease cum Development Agreement, such Drawings shall be revised by the Lessee within 15 (fifteen) days of being intimated by DOT or any other official / agency designated by DOT for the purpose of monitoring, to the extent necessary and re-submitted to DOT and / or any other official / agency designated by DOT for the purpose of monitoring for further

review. DOT or any other official / agency designated by DOT for the purpose of monitoring shall give their observations and comments, if any, within 15 (Fifteen) days of the receipt of such revised Drawings which shall be taken into account by the Lessee while finalising the Drawings.

1.27.3 If DOT and / or any other official / agency designated by DOT for the purpose of monitoring does not object to the Drawings submitted by the Lessee within the period stipulated in clause 1.27.2 of the Lessee shall be entitled to proceed with the Project accordingly subject to clearance from the development authority having jurisdiction over the Project area.

1.27.4 It is expressly agreed that notwithstanding any review or failure to review by DOT and / or any other official / agency designated by DOT for the purpose of monitoring - or any comments / observations of DOT and / or of any other official / agency designated by DOT for the purpose of monitoring, the Lessee shall be solely responsible for the adequacy of the Drawings and their conformity with the Minimum Development Requirements and other provisions of this Agreement and shall not be relieved or absolved in any manner whatsoever of its obligations, duties and liabilities as set forth in this Agreement.

1.27.5 The Lessee shall be liable for delays in the Project and consequences thereof, caused by reason of any Drawings not being in conformity with the Minimum Development Requirements and other provisions in this Agreement and shall not be entitled to seek any relief in this regard from DOT. If there is any delay in execution of the project due to DOT and / or any other official / agency designated by DOT for the purpose of monitoring - not being able to review and / or sanction the drawings and provide his comments, then the timelines for the Project shall be accordingly extended in accordance with the numbers of days during which DOT and / or any other official / agency designated by DOT for the purpose of monitoring - does not provide comments and / or sanction Drawings subject to a maximum of 3 months, provided that the delay has not been caused due to any action of the Lessee.

1.27.6 If any new construction has been undertaken for the Project to meet the Minimum Developmental Guidelines, then within 90 (ninety) days of FCOD, the Lessee shall furnish to DOT three copies of "as built" Drawings reflecting the layout of the Project Facility as actually designed, engineered and constructed, including without limitation an "as built" surveys illustrating the layout of the Project Facility and setback lines, if any, of the buildings and structures forming part of Project Facility.

1.28 Construction

1.28.1 For Projects where construction is required as per the Minimum Development Requirements stated in Schedule III: Phase –wise Minimum Development Requirements , the Lessee may undertake the construction of the Project Facility at any time after the Appointed Date as per the provisions of this Agreement and the provisions of Applicable Law.

1.28.2 The Scheduled Project Implementation Completion Date shall be the date by which

the Lessee shall have to complete the implementation of the entire Project including all the applicable phases as prescribed in the Minimum Development Requirements and achieve FCOD.

- 1.28.3 For Projects where Phase II is applicable, in the event that the Lessee fails to finish the construction of the required Project Facility for Phase II as prescribed in Schedule III: Phase-Wise Minimum Development Requirements - within a period of 30 (thirty) days from the Scheduled Phase II Implementation Completion Date, unless such failure has occurred due to reasons solely attributable to DOT, it shall pay damages to DOT equivalent to a sum of ` 5,000 (Rupees five thousand only) for delay of each day until the Scheduled Project Implementation Completion Date is achieved.
- 1.28.4 For Projects where Phase III is applicable, in the event that the Lessee fails to finish the construction of the required Project Facility for Phase III as prescribed in **Schedule III: Phase-wise Minimum Development Requirements**- within a period of 90 (ninety) days from the Scheduled Phase III Implementation Completion Date, unless such failure has occurred due to reasons solely attributable to DOT, it shall pay damages to DOT equivalent to a sum of ` 5,000 (Rupees five thousand only) for delay of each day until the Scheduled Project Implementation Completion Date is achieved.
- 1.28.5 For avoidance of doubt it is agreed that recovery of damages under this clause shall be without prejudice to the rights of DOT under this Agreement, including the right of termination thereof.
- 1.28.6 For Projects where Phase II is applicable, in the event that the construction of the Project Facility as per Phase II – is not completed within 60 (sixty) days from the Scheduled Phase II Implementation Completion Date, unless the delay is on account of reasons solely attributable to DOT, DOT shall be entitled to terminate this Agreement.
- 1.28.7 For Projects where Phase III is applicable, in the event that the construction of the Project Facility as per Phase III – is not completed within 180 (one hundred and eighty) days from the Scheduled Phase III Implementation Completion Date, unless the delay is on account of reasons solely attributable to DOT, DOT shall be entitled to terminate this Agreement.
- 1.28.8 DOT may either recover such damages from the Performance Security for Implementation Phase or demand payment thereof from the Lessee. The Lessee shall make such payment within 7 (seven) days of receiving such demand from DOT and any delay in making such payment shall attract interest @ SBI Prime Lending Rate plus 2% (two per cent).

1.29 *Extension of implementation milestones*

- 1.29.1 For Projects where Phase II or Phase III are applicable, the Lessee shall construct the Project Facilities in accordance with the timeline prescribed in **Schedule III: Phase-wise Minimum Development Requirements**. However, in the event market conditions

change significantly, impacting the viability of the Project, the Lessee shall have the right to make representations to DOT for suitable extensions in Scheduled Phase I / II Implementation Completion Date. DOT shall consider the request of the Lessee and revise the subsequent Scheduled Phase I / II Implementation Completion Date as it deems appropriate. The decision of DOT in this regard would be final.

MONITORING OF CONSTRUCTION

1.30 *Quarterly Progress Report*

- 1.30.1 During Implementation Phase, the Lessee shall, not later than 7 (seven) days from the close of each quarter, furnish to DOT and any other official or agency designated by DOT for the purpose of monitoring - a report on the progress of the Implementation Works and shall promptly give such other relevant information as may be required by DOT or any other official or agency designated by DOT for purpose of monitoring.

1.31 *Inspection*

- 1.31.1 During the Implementation Phase, DOT or any other official or agency designated by DOT for the purpose of monitoring – shall have the right to inspect the Project Facility at least once in six months and make a report of such inspection (the “**Inspection Report**”) stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Scope of the Project including but not limited to the Minimum Development Requirements. DOT or any other official or agency designated by DOT for the purpose of monitoring - shall send a copy of the Inspection Report to the Lessee within 7 (seven) days of such inspection and upon receipt thereof, the Lessee shall rectify and remedy the defects or deficiencies, if any, stated in the Inspection Report. Such inspection or submission of Inspection Report by the DOT or any other official or agency designated by DOT for the purpose of monitoring - shall not relieve or absolve the Lessee of its obligations and liabilities hereunder in any manner whatsoever

1.32 *Delays during implementation*

- 1.32.1 For Projects where new construction is required as per this Agreement, if DOT or any other official or agency designated by DOT for the purpose of monitoring - shall have reasonably determined that the rate of progress of construction for any Phase is such that implementation of the Phase under consideration is not likely to be achieved by the Scheduled Phase Implementation Completion Date for the applicable Phase, it shall notify the Lessee to this effect and the Lessee shall, within 15 (fifteen) days of such notice, by a communication inform DOT and any other official or agency designated by DOT for the purpose of monitoring - in reasonable detail about such steps it proposes to take to expedite progress and the period within which it shall achieve COD for the given Phase.

1.33 Video recording

- 1.33.1 During the Implementation Phase, the Lessee shall provide to DOT every six months, a video recording which will be compiled into a 30 (thirty) minute compact disc or digital video disc, as the case may be, covering the status and progress of implementation in that period.

COMPLETION CERTIFICATE

1.34 Inspection

- 1.34.1 At least 15 (fifteen) days prior to the likely completion of each phase of the Project, the Lessee shall notify DOT of the same and shall give notice to DOT requesting it to conduct inspection of the Project Facility by DOT or any other official or agency designated by DOT for the purpose of monitoring. DOT shall give notice of its intention to conduct inspection at least 7 (seven) days prior to the actual date of inspection. Further, the Lessee shall arrange inspections of the Project Facility in accordance with Applicable Law and Applicable Permits.
- 1.34.2 DOT shall have the right to suspend or postpone any inspection if it is reasonably anticipated or determined during the course of the inspection that the design, quality or any other aspect of the Project Facility or any part thereof does not meet the development guidelines for the phase in consideration or is not in compliance with Applicable Law or the provisions of this Agreement.
- 1.34.3 The official or agency designated by DOT for the purpose of monitoring shall record results of the inspection(s) to determine the compliance of the Project Facility with the Minimum Development Requirements, Applicable Law and provisions of this Agreement.

1.35 Completion Certificate

- 1.35.1 For each Phase during implementation, DOT or any other official or agency designated by DOT for the purpose of monitoring – may, at the request of the Lessee issue a provisional certificate of completion of that Phase (the "**Provisional Certificate**") if the inspection reveals that the parts of Project Facility as required under the Phase in consideration can be legally, safely and reliably opened for commercial operation or use though certain works forming part thereof are not yet complete. In such an event, Provisional Certificate shall have appended thereto a list of outstanding items hereinafter referred to as the Punch List signed jointly by the official or agency designated by DOT for the purpose of monitoring and the Lessee. All items within the Punch List shall be completed by the Lessee within 120 (one hundred and twenty) days of the date of issue of such Provisional Certificate. Upon completion of all activities in the Punch List to the satisfaction of the DOT, DOT shall issue a completion certificate to the Lessee certifying the completion of construction or implementation or development activities as applicable under the Phase in consideration and that all parts of Project Facility for which the Provisional Certificate had been issued - can be legally, safely and reliably opened for commercial operation

or use (the “**Completion Certificate**”) under intimation to DOT. In the event of the Lessee’s failure to complete the items in the Punch List within the said period of 120 (one hundred and twenty) days, DOT may, without prejudice to any other rights or remedy available to it under this Agreement, have such items completed at the risk of and cost to the Lessee. The Lessee shall reimburse to DOT on demand the entire costs incurred by DOT in completing the items in the Punch List.

- 1.35.2 Upon successful completion of inspections for each phase, DOT will forthwith issue to the Lessee a Provisional Certificate or Completion Certificate for that particular phase, as the case may be.
- 1.35.3 The Lessee shall bear all the expenses relating to all inspections under this Agreement.

COMMERCIAL OPERATIONS

1.36 Commercial Operation Date for Phases

- 1.36.1 A given Phase of the Project shall be deemed to be complete when the Completion Certificate for the particular Phase is issued under the provisions of clause, and accordingly the commercial operations date of the given Phase shall be the date on which such Completion Certificate for the given Phase is issued (“**COD-Phase I**”, “**COD-Phase II**” or “**COD-Phase III**” as applicable). The Project Facilities as required by the Minimum Development Requirements under each of the Phases shall be open for commercial operations on COD of that particular Phase.
- 1.36.2 Commercial operations for a given Phase shall commence not later than the applicable Scheduled Phase Implementation Completion Date for the Phase under consideration as listed in **Schedule III: Phase-wise Minimum Development Requirements**.
- 1.36.3 Subject to the provisions of clause 1.29, in case of delay in commencement of commercial operations for any phase, unless the delay is on account of reasons solely attributable to DOT or due to Force Majeure, the Lessee shall pay damages to DOT calculated at the rate of ` 5,000 (Rupees Five thousand) for delay of each day until start of commercial operations of the Phase in consideration is achieved.

PAYMENTS

1.37 Upfront Payment

The upfront consideration in respect of Project Assets (the “**Upfront Payment**”) would be fixed for individual ‘Tourism Units’ as under:

Sl. No.	Location of Property	Upfront payment as % of current value of the property
i.	Greater Imphal Area	5%
ii.	Other 7 (seven) District Head quarters	4%
iii.	Sub-Divisions	3%
iv.	Properties 50 km away from Hill District Headquarters	2%

DOT acknowledges the payment of Rs. _____/- (Rupeesonly) by the Lessee, towards Upfront Payment on _____, 2014 through DD Bearing No. _____ dated _____ of _____ Bank. This payment will be in the form of a demand draft in favour of The Director Tourism, Department of Tourism, drawn on a scheduled bank that is not a Gramin Bank and payable at Imphal.

For the purpose of determining minimum 'Upfront Fee' and 'Annual Lease Rental', only value of main assets viz. Tourist Home, Tourist Lodge, YatriNiwas, Cafeteria, Wayside Amenities (i.e. Tourist Accommodation/ Restaurant) is being taken into the considerations and the value of ancillary infrastructures viz., road, parking, toilets, landscaping/park-garden, huts, watch tower etc. have been excluded to make the proposal attractive, viable and investment worthy to the lessee.

1.38 Annual Lease Rental

- 1.38.1 The annual consideration in respect of the Project Assets over and above the Upfront Payment (the "**Annual Lease Rental**") is 10% of the upfront Payment (20% of the Upfront Payment for Yatriniwas, Moreh) Rs _____ /- (Rupees _____ only) for the first year of the Lease Period. The Annual Lease Rental shall be calculated as 10% of the Upfront Payment.
- 1.38.2 DOT acknowledges the payment of Rs. _____ /- (Rupees _____ only) by the Lessee, towards the Annual Rental for the first year on _____, 2012 through DD bearing No _____ dated _____ of _____ bank. This payment will be in the form of a demand draft in favour of The Director Tourism, Department of Tourism, drawn on a scheduled bank that is not a Gramin Bank and payable at Imphal.
- 1.38.3 For the first year, the Annual Lease Rental shall be payable on the date of signing of the Agreement.
- 1.38.4 The Annual Lease Rental for each subsequent year shall be payable in advance on the anniversary of the Appointed Date. In case the Lessee failed to pay the annual rent within 15 days from the date of anniversary of appointed date, interest @ 18% shall be charged per annum for period of delay apart from the right to terminate the agreement under Clause 1.50 & 1.55 of the agreement.
- 1.38.5 The Annual Lease Rental shall be escalated every 2 (two) years by the Wholesale Price Index (WPI) figures declared by the Ministry of Commerce, Government of India. *The reference WPI value used would be the WPI value for the previous financial year.* For example, escalation would be calculated in the following way:(figures used for WPI value, Annual Payment for first year are only for illustrative purpose):

Annual Lease Rental for	Payment Date	WPI value @ (illustrative value)	Formula used for calculation of CAGR of WPI over two years	CAGR of WPI over two years	Formula used for calculation of Annual Lease Rental every two years	Illustrative Value of Annual Lease Rental (INR)
Ist year – 2012	Date of Signing of Agreement or earlier					
2014	1 st (First) Anniversary of Appointed Date					
2014	2 nd (Second) Anniversary of Appointed Date					
2015	3 rd (Third) Anniversary of Appointed Date					
2016	4 th (Fourth) Anniversary of Appointed Date					
2017	5 th (Fifth) Anniversary of Appointed Date					
2018	6 th (Sixth) Anniversary of Appointed Date					

1.23.1 The reference WPI value shall be the value on the website of the Ministry of Commerce, Government of India applicable for the last financial year prior to the date of increase of Annual Lease Rental. For example in the above table, the WPI value corresponding for the 2nd anniversary of the **Appointed Date or 2011 (240.5)** is the WPI value for the Financial Year 2009-10. This shall be applicable to all WPI values corresponding to the year in which the Annual Lease Rental is to be increased.

USER CHARGES

1.39 *Collection and appropriation of fee*

- 1.39.1 The Lessee shall have the sole and exclusive right to demand, collect and appropriate tariff ("**Fee**") from the tourists ("**Users**") using the services of the Project Assets and the Project Facilities for the duration of the Lease Period or till the date of termination in accordance with this Agreement.
- 1.39.2 The Lessee acknowledges and agrees that upon payment of tariff ("**Fee**"), any User shall be entitled to use the Project Assets and Project Facilities and the Lessee shall not place, or cause to be placed, any restriction on such use, except to the extent specified in the Applicable Law, Applicable Permits or provisions of this Agreement.

INSURANCE COVERAGE

1.40 *Insurance During the Lease Period*

- 1.40.1 The Lessee shall effect and maintain at its own cost, during the Lease Period, all such insurances for such maximum sums as may be required under the Financing Documents, Applicable Law and such insurances as may be necessary or prudent in accordance with Good Industry Practice (the "**Insurance Cover**"). The Lessee shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on DOT as a consequence of any act or omission of the Lessee during the Lease Period.
- 1.40.2 DOT will not be held liable for any incidents or accidents during the operations of the Project.

1.41 *Notice to DOT*

- 1.41.1 The Lessee shall by notice furnish to DOT, in reasonable detail, information in respect of the insurance that it poses to avail and maintain, not later than 45 days prior to the commencement of Implementation Phase. Within 30 (Thirty) days of receipt of such notice, Dot may require the Lessee to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Mechanism under this Agreement shall apply.

1.42 *Evidence of Insurance Cover*

- 1.42.1 The Lessee shall, from time to time, provide to DOT copies of all insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) obtained by it in accordance with this Agreement.

1.43 *Application of insurance proceeds*

- 1.43.1 All proceeds received under insurance policies except life and injury shall be promptly

applied by the Lessee towards repair or renovation or restoration or re-instatement of the Project Assets, Project Facility or any part thereof, which may have been damaged or destroyed and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Documents and Project Agreements.

1.44 *Validity of the Insurance Cover*

- 1.44.1 The Lessee shall pay the premium payable on such insurance policy (or policies) so as to keep the policy (or policies) in force and valid throughout the Lease Period and furnish copies of the same to DOT. Each insurance policy shall provide that the same shall not be cancelled or terminated unless 60 days' clear notice of cancellation is given to DOT in writing. If at any time the Lessee fails to purchase and maintain in full force and effect any or all of the insurances required under this Agreement, DOT may at its option (but not being obliged to do so) purchase and maintain such insurance and all sums incurred by DOT thereof shall be reimbursed by the Lessee forthwith on demand together with interest thereon at 2% over SBI Prime Lending Rate per annum, from the date the respective sums were incurred by DOT. Lessee shall, within 7 (seven) days from the date of receipt of claim in respect thereof settle the amount.

1.45 *Waiver of subrogation*

- 1.45.1 All insurance policies in respect of the insurance obtained by the Lessee pursuant to this article shall include a waiver of any and all rights of subrogation or recovery of the insurers there under against, inter alia, DOT and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies or insurance.

1.46 *Lessee's waiver*

- 1.46.1 The Lessee hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia DOT and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Lessee may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Lessee pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policy of insurance.

FORCE MAJEURE

1.47 Force Majeure

- 1.47.1 Force Majeure shall mean an event which cannot be foreseen and is beyond the control of a Party, and not involving a Party's fault or negligence. Such events (**Force Majeure Events**) may include –
- a) Civil disorders, riots, war, terrorist attack, floods, storms, lightning, earthquakes, washouts, high water, fire, power blackout and other acts of God.
 - b) Any judgment or order of any court of competent jurisdiction or statutory authority made against the Lessee in any proceedings for reasons other than (i) failure of the Lessee to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by DOT;
 - c) Any event or circumstances of a nature analogous to any of the foregoing
- 1.47.2 In no event would there be any financial outlay from DOT or liability of DOT for a Force Majeure Event.
- 1.47.3 The Lessee shall give notice to DOT of any Force Majeure Event as soon as it is reasonably practicable, but not later than 1 (one) month after the date on which the Lessee knew or should have reasonably known the commencement of the Force Majeure Event. The Lessee should give the following in reasonable detail –
- i. The nature of such Force Majeure Event and the estimated period;
 - ii. The nature of and the extent to which, performance of any of its obligations under this Agreement is affected by the Force Majeure Event;
 - iii. The measures which the Lessee has taken, or proposes to take to alleviate the impact of the Force Majeure Event or mitigate the damage and to resume performance of such of its obligations affected thereby and any other relevant information.
- 1.47.4 Failure by the Lessee to give notice to DOT within the time period specified above shall not prevent the Lessee from giving such notice at a later time, provided however that in such case the Lessee shall not be eligible for the remedies for any failure or delay in complying with its obligations under or pursuant to this Agreement until the notice has been given.
- 1.47.5 The Force Majeure Event shall not absolve the Lessee from the obligation of payments in respect of liabilities incurred prior to the occurrence of the Force Majeure Event.

- 1.47.6 For as long as the Lessee continues to claim to be affected by a Force Majeure Event, the Lessee shall provide DOT with regular (and not less than fortnightly) written reports containing the information sought above or any such other information requested by DOT.

1.48 Remedies for Force Majeure

- 1.48.1 If the Lessee has, at all times since the occurrence of the Force Majeure Event complied with the obligations of mitigation as provided above and continues to comply with them, then the Lessee shall be entitled to the following relief:

- a) The obligations of the Lessee to the extent they are affected shall be suspended for the period of the Force Majeure Event;

1.49 Dispute resolution

- 1.49.1 In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such dispute shall be finally settled in accordance with the Dispute Resolution Mechanism of this Agreement;

Provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

LESSEE EVENT OF DEFAULT

1.50 Lessee Event of Default

- 1.50.1 The following events shall be considered as events of default on the part of the Lessee;

- a) The Lessee fails to meet the Conditions Precedent as specified in Clause 1.9;
- b) The Performance Security has been en-cashed and appropriated in accordance with Clause 1.21 and the Lessee fails to replenish or provided fresh Performance Security within the period specified in Clause 1.21.1;
- c) Subsequent to the replacement or furnishing of fresh Performance Security in accordance with clause 1.21, the Lessee fails to cure within a period of 3 (three) months the Lessee Event of Default for which whole or part of the Performance Security was appropriated;
- d) The Lessee utilises the property for purposes other than for which it was leased out;
- e) The Lessee fails to adhere to the Operation & Management requirements and has failed to remedy the same within 2 (two) months;

- f) The Lessee commits any material breach, or is otherwise in violation of any of its obligations / provisions, under this Agreement;
- g) The Lessee does not pay any or all applicable taxes, charges, surcharges, levies and duties which may be levied by any competent authority with regard to execution of this Agreement and all other Project Agreements;
- h) The Lessee repudiates the Agreement or otherwise expresses an intention not to be bound by this Agreement;
- i) The Lessee is in breach of the maintenance requirements in the Agreement;
- j) The Lessee has failed to make any payment to DOT within the period specified in the Agreement including annual lease rental;
- k) An order is made or a resolution is passed for the liquidation, bankruptcy, dissolution or appointment of a receiver of the Lessee which is not, if capable of being so, discharged or, as the case may be, revoked within 3 (three) months thereafter;
- l) The Lessee has created any encumbrance on the Project Assets or Project Facility in favor of any entity save as otherwise expressly permitted under this Agreement;
- m) Any assets or share of the Lessee are expropriated, confiscated, compulsorily acquired or nationalized by any Government, authority, entity or agency due to an act or omission of the Lessee or its shareholders;
- n) A breach of any representation or warranty by the Lessee which materially adversely affects the Lessee's ability to perform its obligations under this Agreement;
- o) The Lessee abandons the operations of the Project Facility for more than 15 (fifteen) consecutive days without the prior consent of DOT.

1.51 *Suspension upon Lessee Event of Default*

- 1.51.1 Upon occurrence of a Lessee Event of Default, DOT shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of termination hereunder, to:
 - a) Suspend all rights of the Lessee under this Agreement including the Lessee's right to collect tariff, and other revenues pursuant hereto, and
 - b) Exercise such rights itself or authorize any other person to exercise the same on its behalf during such suspension. Suspension hereunder shall be effective forthwith upon issue of notice by DOT to the Lessee and may extend up to a period not exceeding 6 (six) months from the date of issue of such notice.

1.52 DOT to act on behalf of Lessee

- 1.52.1 During the period of suspension, DOT shall, on behalf of the Lessee, run the Project and collect the Fee, under and in accordance with this Agreement and DOT shall be entitled to make use of the revenues collected as above for meeting the costs incurred by it for remedying and rectifying the cause of suspension.
- 1.52.2 During the period of suspension hereunder, all liabilities in relation to the Project shall continue to vest with the Lessee and all actions taken, including expenditure incurred by DOT for discharging the obligations of the Lessee under and in accordance with this Agreement and the Project Agreements, shall be deemed to have been done or taken for and on behalf of the Lessee and the Lessee undertakes to indemnify DOT for all costs incurred during such period.

1.53 Revocation of suspension

- 1.53.1 In the event DOT rectifies or removes the cause of suspension within a period not exceeding 2 (two) months from the date of suspension, DOT shall revoke the suspension forthwith and restore all rights of the Lessee under this Agreement.
- 1.53.2 In the event the Lessee cures the Lessee Event of Default within a period not exceeding 3 (three) months from the date of suspension, DOT shall revoke the suspension forthwith and restore all rights of the Lessee under this Agreement.

1.54 Termination

- 1.54.1 At any time during the period of suspension under this clause, the Lessee may by notice require DOT to revoke the suspension and issue a termination Notice. DOT shall within 2 (two) months of receipt of such notice, terminate this Agreement under and in accordance with clause.
- 1.54.2 Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 3 (three) months from the date of Suspension hereunder as set forth in Clause 1.56 – this Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, mutatis mutandis, to such Termination as if a termination Notice had been issued by DOT upon occurrence of a Lessee Event of Default.

DOT EVENT OF DEFAULT

- 1.54.3 The following events shall be considered as events of default on the part of DOT namely:-
- a) DOT fails to meet the Conditions Precedent as per clause 1.8; or
 - b) DOT unlawfully repudiates or expresses an intention not to be bound by the provisions of this Agreement:

Provided that any of the aforesaid is not caused due to a Lessee Event of Default under this Agreement or due to the occurrence of Force Majeure Events.

TERMINATION OF AGREEMENT

1.55 Termination by DOT

1.55.1 DOT shall be entitled to terminate this Agreement on occurrence of any or all of the Lessee Events of Default.

1.56 Termination by Lessee

1.56.1 The Lessee shall be entitled to terminate this Agreement on occurrence of any or all of DOT Events of Default.

1.57 Termination procedure

1.57.1 Issue of Termination Notice: On the occurrence of any Event of Default, the non-defaulting Party may initiate termination of this Agreement by issuing a termination Notice to the defaulting Party setting out in detail the underlying Event of Default and the estimated payment on termination, including the details of computation thereof. A notice period of 3 (three) months should be provided when issuing the termination Notice.

1.57.2 Consultation Period: Following the issue of the termination Notice, and subject to the above clauses, the Parties shall consult for a period of 2 (two) months or for such period as the Parties mutually agree to determine the steps that are proposed to be taken to rectify or remedy the cause of the issue of the termination Notice. During the Consultation Period, both Parties shall continue to perform their respective obligations under this Agreement.

1.57.3 Withdrawal of Termination Notice: If the defaulting Party rectifies or remedies the default within the Consultation Period to the satisfaction of the non-defaulting Party or suitable steps are taken towards rectification or the Event of Default ceases to exist, the termination Notice shall be withdrawn.

1.57.4 Termination: If the defaulting Party does not rectify or remedy the default within the Consultation Period to the satisfaction of the non-defaulting Party, the Agreement shall be terminated on expiry of the Consultation Period.

1.57.5 In the event of expiry of the Consultation Period as given in clause 1.57.2 DOT shall be entitled to issue a notice which shall be deemed to mean the immediate expiry of the LDA and the immediate transfer of the Project Assets and Project Facility to DOT.

PROCEDURE AFTER TERMINATION

- 1.57.6 DOT shall, at its discretion, substitute the Lessee by selecting another competent party to assume the rights and obligations of the Lessee as per the provisions of the Agreement, within a period of 3 (three) months of termination or take any other measures.
- 1.57.7 The Lessee shall, upon termination, hand over the Project Assets and the Project Facility to DOT within 1 (one) month of termination.

COMPENSATION ON TERMINATION

1.58 *Termination before Appointed Date*

- 1.58.1 In case the Agreement is terminated due to Lessee Event of Default, DOT shall not be liable to make any payment to the Lessee.
- 1.58.2 In case the Agreement is terminated by the Lessee due to DOT Event of Default, the Lessee shall be reimbursed the amount advanced to DOT including Upfront Payment, Annual Lease Rental for first year and the Bid Security or Performance Security for Implementation Phase shall be returned to the Lessee. The Lessee shall not be entitled to any interests on the amount advanced.

1.59 *Termination after Appointed Date and during Implementation Phase*

- 1.59.1 In case the Agreement is terminated due to Lessee Event of Default, DOT shall not be liable to make any payment to the Lessee. The Performance Security for Implementation Phase or Performance Security for Operations Phase shall be forfeited and shall be utilised by DOT to settle any outstanding dues and other claims of DOT on the Lessee.
- 1.59.2 In case the Agreement is terminated by the Lessee due to DOT Event of Default, DOT shall release the Upfront Payment, Performance Security for Implementation Phase, and Performance Security for Operations Phase and proportionate Annual Lease Rentals to the Lessee without interest.

1.60 *Termination after Implementation Phase is over*

- 1.60.1 In case the Agreement is terminated due to Lessee Event of Default, DOT shall not be liable to make any payment to the Lessee. The Performance Security for Operations Phase shall be forfeited and shall be utilised by DOT to settle any outstanding dues and other claims of DOT on the Lessee.
- 1.60.2 In case the Agreement is terminated by the Lessee due to DOT Event of Default, DOT shall release the Upfront Payment, Performance Security for Operations Phase and proportionate Annual Lease Rentals to the Lessee without interest.

DIVESTMENTS OF RIGHTS AFTER TERMINATION

- 1.60.3 Upon termination, the Lessee shall comply with and conform to the following divestment requirements namely:-
- i) Deliver forthwith the actual, or possession of the Project Assets and Project Facility, on "**as is**" basis after bringing them to a safe condition free and clear of encumbrances;
 - ii) Deliver relevant records and reports pertaining to the Project and its operation and maintenance, including all programs and manuals pertaining thereto and maintenance certificates obtained hitherto, as on the date of termination;
 - iii) Transfer or deliver all applicable Permits to the extent permissible under Applicable Law;
 - iv) Execute such deeds of conveyance, documents and other writings as DOT may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Lessee in the Project including the right to receive outstanding insurance claims to the extent due and payable to DOT, absolutely unto DOT or its nominee;
 - v) Comply with all other requirements as may be prescribed or required under Applicable Law, for completing the divestment and assignment of all rights, title and interest of the Lessee in the Project, free from all encumbrances, absolutely unto DOT or to its nominee.
 - vi) The divestment of all rights, title and interest in the Project shall be deemed to be complete on the date when all of the divestment requirements have been fulfilled, and DOT shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in
 - vii) Vesting Certificate which will have the effect of constituting evidence of divestment by the Lessee of all of its rights, title and interest in the Project, and their vesting in DOT pursuant hereto. It is expressly agreed that any defect or deficiency in the divestment requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by DOT or its nominee on, or in respect of, the Project on the footing that all divestment requirements have been complied with by the Lessee.
- 1.60.4 The Lessee shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Lessee in the Project in favour of DOT upon termination, save and except that all stamp duties payable on any deeds or documents executed by the Lessee in connection with such divestment shall be borne by DOT.

- 1.60.5 The Lessee shall not make any modifications to the Project Assets or Project Facilities which could have an adverse impact on the operations of or on the value of the assets at the Project Facility during the last 5 (five) years of the Lease Period.
- 1.60.6 No demolition of the Project Facility – in part or full – shall be allowed during the last five (5) years of the Lease Period unless specifically approved by DOT. In the last 5 (five) years of the Lease Period, the Lessee shall not remove or cause removal of any movable assets from the Project Facility without prior permission of DOT.
- 1.60.7 The Lessee agrees that at least 12 months prior to the expiry by efflux of time of the Lease Period it shall cause to be conducted at its cost by an expert – appointed by both Parties on mutual consent – a condition survey and an inventory of the entire Project Site & Project Facility / Assets. If, as the result of such survey, the expert observes that the Project Facilities have not been operated and maintained in accordance with the requirements of this Agreement (over and above normal wear & tear), the Lessee shall, at its cost & expense, take all necessary steps to ensure that the Project Facilities are in good working condition well before the Transfer Date. In the event the Lessee fails to comply with this provision, DOT shall itself cause the condition survey and the inventory of the Project Assets & Project Facilities to be conducted and remove any defect or deficiency observed in the survey. DOT shall be promptly reimbursed by the Lessee for costs incurred in conducting such survey, preparation of inventory and curing of Project Assets & Project Facilities.
- 1.60.8 If the Lessee fails to handover the peaceful possession of the Project Facility within one month of termination, DOT shall have the right to charge for illegal use and occupation of the premises, a daily amount equivalent to 2% (two percent) of the Annual Lease Rental payable at the time of termination till such time the premises is vacated by the Lessee.
- 1.60.9 In the event of any dispute relating to the matters covered by this clause, the Dispute Resolution Mechanism of this Agreement shall apply.

TRANSFER OF PROJECT ASSETS UPON EXPIRY OF LEASE PERIOD

- 1.60.10 On the expiry of the Lease Period, the Lessee shall hand over to DOT, free of cost the Project Assets as on the date of expiry of the Lease Period.

LIABILITY & INDEMNITY

1.61 General Indemnity

- 1.61.1 The Lessee shall indemnify, defend and hold DOT harmless against any and all proceedings, actions and third party claims arising out of a breach by Lessee of any of its obligations under this Agreement except to the extent that any such claim has arisen due to DOT Event of Default.

- 1.61.2 DOT will, indemnify, defend and hold harmless the Lessee against any and all proceedings, actions, third party claims for loss, damage and expense of whatever kind and nature arising out of defect in title and/or the rights of DOT and/or arising of a breach by DOT, its officers, servants and agents of any obligations of DOT under this Agreement except to the extent that any such claim has arisen due to Lessee Event of Default.
- 1.61.3 Without limiting the generality of this Article, the Lessee shall fully indemnify, hold harmless and defend DOT including its officers, servants, agents and subsidiaries from and against any and all loss as and damages arising out of or with respect to
- i) failure of the Lessee to comply with Applicable Law and Applicable Permits;
 - ii) payments of taxes relating to the Lessee's contractors, suppliers and representatives' income or other taxes required to be paid by the Lessee without reimbursement hereunder;
 - iii) non-payment of amounts due as a result of materials or services furnished to the Lessee or any of its contractors which are payable by the Lessee or any of its contractors;
- 1.61.4 Without limiting the generality of the provisions of this Clause, the Lessee shall fully indemnify, hold harmless and defend DOT from and against any and all damages which DOT may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any material, information, design or process used by the Lessee or by the Lessee's Contractors in performing the Lessee's obligations or in any way incorporated in or related to the Project. If in any such suit, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Lessee shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit claim or proceedings, the Project, or any part, thereof or comprised therein is held to constitute an infringement and its use is permanently enjoined, the Lessee shall promptly make every reasonable effort to secure for DOT a license, at no cost to DOT, authorising continued use of the infringing work. If the Lessee is unable to secure such license within a reasonable time, the Lessee shall, at its own expense and without impairing the specifications and standards either replace the affected work, or part, or process thereof with non-infringing work or parts or process, or modify the same so that it becomes non-infringing.
- 1.61.5 In the event that either Party receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under this Article, it shall notify the other Party ("Indemnifying Party") within 14 (fourteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party - such approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim it may conduct proceedings in the name of the Indemnified Party subject to the Indemnified Party being secured

against any cost involved to its reasonable satisfaction.

1.62 *Defense of claims*

- 1.62.1 The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any third party alleged or asserted against such party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder and their reasonable costs and expenses shall be indemnified by the Indemnifying Party. If the Indemnifying Party acknowledges in writing its obligation to indemnify the person indemnified in respect of loss to the full extent provided by this Article, the Indemnifying Party shall be entitled, at its option, to assume and control the defense of such claim, action, suit or proceeding liabilities, payments and obligations at its expense and through counsel of its choice provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Indemnifying Party of such defense. The Indemnifying Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnified Party unless the Indemnifying Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure, the loss to be indemnified hereunder to the extent so compromised or settled.
- 1.62.2 If the Indemnifying Party has exercised its rights under Clause 1.62.5 above, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld or delayed).
- 1.62.3 If the Indemnifying Party exercises its rights under Clause 1.62.5 above, then the Indemnified Party shall nevertheless have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party, when and as incurred, unless --
- a) the employment of counsel by such party has been authorised in writing by the Indemnifying Party; or
 - b) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Indemnifying Party and the Indemnified Party in the conduct of the defence of such action; or
 - c) the Indemnifying Party shall not in fact have employed independent counsel reasonably satisfactory to the Indemnified Party to assume the defence of such action and shall have been so notified by the Indemnified Party; or
 - d) the Indemnified Party shall have reasonably concluded and specifically notified the Indemnifying Party either --

- (i) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
- (ii) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of this Agreement,

Provided that if sub-clauses (b), (c) or (d) of Clause 1.63.3 shall be applicable, counsel for the Indemnified Party shall have the right to direct the defence of such claim, action, suit or proceeding on behalf of the Indemnified Party and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

MISCELLANEOUS

1.63 Governing law and jurisdiction

- 1.63.1 This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in Manipur shall have jurisdiction over matters arising out of or relating to this Agreement.

1.64 Assignment and charges

- 1.64.1 The Lessee shall not assign this Agreement or its rights, benefits and obligations, to any person, save and with the prior consent in writing of DOT.
- 1.64.2 The Lessee shall not create or permit any encumbrance or otherwise transfer or dispose any or all of its rights and benefits under this Agreement except with the prior consent in writing of DOT.

1.65 Amendments

- 1.65.1 This Agreement and the Schedules, Annexure and Appendices thereof together with the Bidding Documents and its Schedules, Annexure, Appendices and Addenda and other communication between DOT and the Lessee constitute a complete and exclusive understanding of the agreement terms between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

1.66 Time

- 1.66.1 Any date or period as set out in any Clause of this Agreement may be extended with the written consent of DOT failing which time shall be the essence.

1.67 Confidentiality

- 1.67.1 The Lessee, for themselves and their affiliates, agents, sub-contractors, employees, and retained professionals, agree to keep the provisions of this Agreement

confidential from third parties and not to make any public announcements or public disclosures or communicate with any news media with respect to the subject matter hereof without the written consent of DOT;

Provided that such disclosure:

(a) is required pursuant to any relevant statutory or regulatory requirements or duties or any relevant terms of the Applicable Law; or (b) relates to information which is already in the public domain, other than as a result of breach of this clause by the Lessee.

1.68 *No partnership*

1.68.1 Nothing contained in this Agreement shall constitute or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

1.69 *Third parties*

1.69.1 This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, or any liability to, any person not a Party to this Agreement.

1.70 *Language*

1.70.1 All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

1.71 *Waiver*

1.71.1 No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same of any other provisions hereof. No waiver shall be effective unless made in writing and signed by an authorized representative of the waiving Party.

1.72 *Severability*

1.72.1 If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Failure to agree upon any such provisions shall not be subject to Dispute Resolution Mechanism under this Agreement or otherwise.

1.73 *Liability and indemnity*

- 1.73.1 The Lessee will indemnify and hold harmless DOT and its nominees / successors / assigns against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense arising out of any breach of provisions of the Agreement by the Lessee or on account of any deficiency in provision of services by the Lessee to any User.

1.74 *Immunity to DOT*

- 1.74.1 If any accident – pursuant to the utilisation of the Project Assets and the Project Facilities under this Agreement – results in injury or death of any person, including the employees of the Lessee, the Lessee hereby undertakes that all liability, civil and criminal, will be to the account of the Lessee unless it is covered by the Insurance Cover. In addition, the Lessee undertakes that all liability, civil and criminal, will be to the account of the Lessee in case the Project Assets or Project Facilities are utilised for any activities proscribed by Applicable Law. The Lessee holds harmless DOT and its nominees / successors / assigns against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense arising out of the events mentioned above, either caused on account of any deficiency in provision of services by the Lessee or caused by any third party. In the event of the Lessee not meeting the liabilities resulting from the above, the Performance Security may be utilised in meeting the liabilities resulting from the above.

DISPUTE RESOLUTION MECHANISM

1.75 *Negotiations*

- 1.75.1 The Parties will attempt in good faith to resolve any dispute, difference, conflict or claim arising out of or in relation to this Agreement or the performance of the Agreement (a “**Dispute**”) through negotiations between senior authorized representatives of each Party with authority to settle the relevant dispute. If the Dispute has not been settled through negotiations within 14 days from the date on which either Party has served written notice on the other regarding the Dispute (the “**Notice**”), or such longer period as may be mutually agreed by the Parties, then the remaining provisions of this clause shall apply.
- 1.75.2 If the dispute is not resolved in accordance with the provisions of the clause above, such dispute shall be referred to two arbitrators, one to be appointed by each party and the said arbitrators shall appoint an umpire in writing before entering on the reference and the award of the arbitration or umpire, as the case may be, shall be final and binding on both the parties. The arbitrators or the umpire as the case may be, with the consent of parties, may modify the timeframe for making and publishing the award. Such arbitration shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be held in Imphal.

SCHEDULE I - LETTER OF AWARD

SCHEDULE II – PROJECT ASSETS

To be inserted after Joint Verification and handover and taken over.

SCHEDULE III: PHASE-WISE MINIMUM DEVELOPMENT REQUIREMENTS

PHASE I – Applicable for all properties

Name of Property	Minimum Development Requirement for Phase I	Scheduled Phase I Implementation Completion Date
All the Properties	Up-gradation & Operation of existing facilities	6 months from Appointed Date

PHASE II – Applicable for all properties where toilets do not exist

Name of Property	Minimum Development Requirement for Phase II	Scheduled Phase II Implementation Completion Date
All the Properties where toilets do not currently exist	Construct two separate common toilets – one for ladies and one for gents	1 year from Appointed Date

PHASE III – Applicable only for the following properties

Name of Property	Minimum Development Requirement for Phase III	Scheduled Phase III Implementation Completion Date
YatriNiwas at Moreh	-	24 months from Appointed Date
Churachandpur Circuit House	-	-Do-

Schedule IV

PERFORMANCE SECURITY FOR IMPLEMENTATION PHASE

Project No.	Name of Properties	Performance Security

Schedule V

VESTING CERTIFICATE

- 1.75.3 DOT represented by Director Tourism, DOT refers to the Lease, cum Development Agreement dated _____2012 (the "Agreement") entered into between DOT and _____ (the "Lessee") for Up-gradation / Development, Operation, Maintenance, Management, Share and Transfer of the Tourism Accommodation Unit at _____.
- 1.75.4 DOT hereby acknowledges compliance and fulfilment by the Lessee of the Divestment Requirements set forth in the Agreement on the basis that upon issue of this Vesting Certificate, DOT shall be deemed to have acquired, and all title and interest of the Lessee in or about the Project Assets shall be deemed to have vested unto DOT, free from any encumbrances, charges and liens whatsoever.
- 1.75.5 Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Lessee to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/or relieving the Lessee in any manner of the same.

Signed this ____ day of _____, 2014 at Imphal

AGREED, ACCEPTED AND SIGNED, For and on behalf of LESSEE by: (Signature)	AGREED, SEALED AND DELIVERED, For and on behalf of Governor of Manipur by: (Signature) Name Director, Department of Tourism; Government of Manipur North A.O.C. Imphal - 795001
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In witness whereof the parties have signed this deed of Agreement on the date & year mentioned above.

In presence of –

Witness

Witness

1. Name :

Address

Signature of the Officer acting in the
presence
for and on behalf of the Governor of
Manipur

2. Name :

Address

Signature of the Officer acting
in the presence for and on
behalf of _____