# Chhattisgarh Housing & Infrastructure Development Board
# Government of Chhattisgarh

Draft License, Development, Operation and Transfer Agreement

For

Selection of an Agency for Development, Operation and Maintenance of a top-end cosmopolitan Social and Health clubhouse "Queen's Club of India", located at VIP Road, Raipur, Chhattisgarh, on License, Development, Operation and Transfer (LDOT) basis on PPP mode.

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The Executive Engineer
Division 3, Moulshree Vihar
VIP Road Puraina Raipur
Email ID:- CGHBdiv03@gmail.com

Chhattisgarh Housing & Infrastructure Development Board, Head Office,
Paryawas Bhavan Sector - 19, North Block Nava Raipur, Atal Nagar, Distt. Raipur - 492002

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## LICENSE, DEVELOPMENT, OPERATION AND TRANSFER (LDOT) AGREEMENT

This **License, Development, Operation and Transfer Agreement** (**"Agreement"**) is entered into on this _____ Day of ____ 2026 At _____(along with all Articles contained therein, various Clauses, and all attached Annexures, Schedules, Exhibits and instruments supplemental to or amendments or modifications in accordance with the provisions of this License Agreement, hereinafter referred to as **"License Agreement" or "Agreement"**)

**BY AND BETWEEN:**

Chhattisgarh Housing & Infrastructure Development Board, established under Chhattisgarh Housing Board act 1972,amended on March 2026 and having its Office at Paryavas Bhawan, Sector-19, North Block, Nava Raipur Atal Nagar, Dist. – Raipur (C.G.), Pin code: 492002 (hereinafter referred to as the "CGHIDB" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns); of One Part;

**AND**

M/s_____, a Special Purpose Vehicle incorporated under the Indian Companies Act, 2013 and having its registered office a, [details of the Special Purpose Vehicle incorporated by the Selected Bidder] (hereinafter referred to as "DEVELOPER" or "LICENSEE", which expression shall, where context so admits, be deemed to include its representatives, nominees, successor or successors and permitted assign or assigns) of the Second Part;

The CGHIDB and the Licensee shall collectively be known as "Parties" and individually as "Party".

**WHEREAS:**

A. The Chhattisgarh Housing & Infrastructure Development Board (**"CGHIDB"**) is a public sector undertaking of the Government of Chhattisgarh. It is a Board, constituted in terms of Chhattisgarh Housing Board Act, 1972 (No. 3 of 1973) and a body owned by Government of Chhattisgarh.

B. The CGHIDB wants to develop, operate and maintain the Project (as defined hereinafter) on License mode.

C. The list of the identified Project Site, its location, available land extent and Estimated Project Cost for the Project is as under:

| S. No | Project Sites | Scope | Plot Area | Geo-coordinates | Estimated Project Cost |
|---|---|---|---|---|---|
| i. | Existing Facilities on Project Site | Refurbishment, Operation and Maintenance | 7733.7sqm (Total plot area) | 21.235784 81.682258 | INR 26.79 Crore |
| ii. | Tennis Court area on Project Site | Design, Built, Operation and Maintenance | 1120 sqm (Included in total area) | 21.235875, 81.683085 | |

D. The CGHIDB had accordingly invited proposals under its Request for Proposal No. _____)[1] dated __/__/20__ (the **"Request for Proposal"** or **"RFP"**) for selection of bidders for development (design, refurbishment, renovation, development), operation & maintenance of the Project. The selected bidder/consortium comprising _____ and ___ (collectively, the **"Consortium"**) with _____ as its lead member (the **"Lead Member"**) was one of the bidders who had submitted its bid for the Project (the **"Bid"**).

E. Following the evaluation of the bids submitted by the bidders, including that of the Selected Bidder, the CGHIDB had accepted the Bid. Subsequently, the CGHIDB had issued the letter of award no. [xx] dated [xx] (the **"Letter of Award"** or **"LOA"**) to the Selected Bidder, inter alia, requiring it to incorporate a private limited company (Special Purpose Vehicle; Licensee) under the Companies Act (as defined hereinafter) for the execution of this Agreement implementation of the project within 30 (thirty) days of the date of issue thereof.

F. The {Selected Bidder/Consortium} has since incorporated the Licensee and has requested the CGHIDB, by its [letter dated _____][2], to accept the Licensee as the entity which shall undertake and perform the obligations and exercise the rights of the {Selected Bidder/Consortium} including the obligation to enter into this Agreement pursuant to the LOA. The Licensee has further represented to the effect that it has been promoted by the Selected Bidder/Consortium for the purposes hereof.

G. CGHIDB confirms having received from the Licensee an amount of Rs ----as a instalment of Upfront Premium though NEFT/RTGS/DD No-----dated----.

H. The Licensee has paid the Stamp Duties of Rs. -----[in figures and Words], Registration Fees of Rs. -------[in figures and words], and Other Charge [to be specified], of Rs.----- [in figures and Words], for the purpose of registration of this Agreement.

I. The CGHIDB, through its letter dated .....[3], had agreed to the request of the Selected Bidder, and accordingly intends to enter into this Agreement with the Licensee for execution of the Project on PPP mode, subject to and on the terms and conditions set forth hereinafter.

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[1] To be inserted upon issuance of the RFP.

[2] Relevant details to be inserted

[3] Relevant details to be inserted.

**NOW, THEREFORE,** in consideration of the promises and mutual covenants herein contained, the adequacy of which is hereby acknowledged and confirmed, the terms and conditions of this Agreement are set out below.

# ARTICLE 1: DEFINITIONS AND INTERPRETATION

## 1.1. Definitions

The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

"**Affected Party**" shall have the meaning as set forth in Article 20.1.1

"**Agreement**" or "License **Agreement**" means this agreement, including the Recitals, Schedules, and documents appended hereto, as amended, supplemented or modified from time to time in accordance with the provisions hereof.

"**Applicable Laws**" means all laws, brought into force and effect by GOI or the State Government including rules, regulations and notifications made thereunder, and judgements, decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Parties hereunder, as may be in force and effect during the subsistence of this Agreement;

"**Appointed Date**" means the date on which every Condition Precedent is either satisfied by the Licensee or waived by CGHIDB, as the case may be, in accordance with the provisions of this Agreement.

"**Associate**" or "**Affiliate**" means, in relation to either Party and/or Consortium Members, a person who controls, is controlled by, or is under the common control with such Party or Consortium Member (as used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person, whether by operation of law or by contract or otherwise);

"**Bid**" means the documents in their entirety comprised in the bid submitted by the selected bidder/Consortium in response to the Request for Proposal in accordance with the provisions thereof

"**Bid Date**" means the last date on which the Bid shall be submitted in accordance with the provisions of the Request for Proposal

"**COD**" or "**Commercial Operation Date**" shall mean the scheduled COD or such other date as may be approved in writing by CGHIDB, since when Licensee shall commence the Operation and Maintenance (hereinafter referred as O&M) of the proposed project

"**Change in Law**" means the occurrence of any of the following after the Bid Date:

a. the enactment of any new Indian law

b. the repeal, modification or re-enactment of any existing Indian law

c. the commencement of any Indian law which was not in effect till the Bid Date.

d. a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Bid Date. "**Company**" means the company acting as the Licensee under this Agreement.

"**Condition Precedents**" shall have the meaning as set forth in Article 4.1.1

"**Construction Period**" shall mean the period from the Appointed Date till Construction Completion Date for Construction & Development of the Project Facilities and Assets specified in Schedule B of this Agreement.

"**Consortium**" shall refer to a group of entities acting together.

"**Consortium Member**" refers to a member of the Consortium.

"**CP Completion**" means the fulfilment of all condition precedent specified in Article 4 of this Agreements.

"**Cure Notice**" shall mean the notice issued by CGHIDB to make such alterations if any to the Project to ensure its conformity with the approved plan, Ministry of Tourism guidelines for rating of hotels, obligations and other terms and conditions stated in this Agreement.

"**Cure Period/Default Rectification Period**" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

a. commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice

b. not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and

c. not in any way be extended by any period of Suspension under this Agreement; provided that if the cure of any breach by the Licensee requires any reasonable action by the Licensee that must be approved by CGHIDB, the applicable Cure Period shall be extended by the period taken by CGHIDB to accord their approval.

"**Damages**" shall have the meaning as set forth in Sub-article (u) of Article1.2.1

"**Dispute**" shall have the meaning as set forth in Terms and Condition Clause 30 (1)

"**Design and approved Drawings**" shall mean the design and approved Drawings of Project Facilities and Assets provided to the Licensee in the Schedule B, of this Agreement

"**Dispute Resolution Procedure**" means the procedure for resolution of Disputes set forth in Article 30.

"**Divestment Requirements**" means the obligations of the Licensee for and in respect of Termination as set forth in Article 25.3.

"**Development**" includes, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, upgradation and other activities incidental thereto, and "develop" shall be construed accordingly.

"**Document**" or "**Documentation**" means documentation in printed or written form, or in tapes, discs, drawings, computer programmes, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form.

"**Effective date**" shall mean the date on which the Agreement has been executed by the Parties.

"**Encumbrances**" means in relation to the Project, any encumbrances such as a mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, or restriction and shall include physical or legal obstructions or encroachments on the whole or any part of the Project Site or Third Party claims or rights of any kind attaching to the whole or any part of the Project Site or any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project.

"**Financial Year**" means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year except in the first and the last calendar year of the subsistence of this Agreement. In the first year of subsistence of this Agreement, it means the period from the signing of Authorization Agreement to the immediately following, 31st March. In the last year of subsistence of this Agreement, it means the period from 1st April to the Transfer Date.

"**Force Majeure Event**" shall have the meaning as described to it in Article 20.

"**GOI**" means the Government of India

"**Good Industry Practice**" means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced Licensee engaged in the same type of undertaking as envisaged under this Agreement and which would be expected to result in the performance of its obligations by the

Licensee in accordance with this Agreement, Applicable Laws and applicable permits in reliable, safe, economical and efficient manner and for providing safe, economical, reliable and efficient Project Facilities.

"**Government**" means The Government of India (GOI) and the Government of Chhattisgarh (referred to as State Government) as the case may be and shall include any Department, authority, Commission, Board, Bureau, Agency CGHIDB, and/or body within their respective or joint control; discharging Governmental and administrative functions or/and having jurisdiction over the Licensee, the Project, The project Assets and the Works or any part thereof or performance of all or any of the services, obligations or covenants of licensee under or pursuant to this Agreement or any portion thereof ;

"**Government Instrumentality**" means any department, division or subdivision of the Government or the State Government and includes any commission, board, CGHIDB, agency or municipal and other local or statutory body including Panchayat, under the control of the Government of India or the State Government, as the case may be, and having jurisdiction over all or any part of the Project or the performance of all or any of the services or obligations of the Licensee under or pursuant to this Agreement;

"**Indemnified Party**" means the Party entitled to the benefit if an indemnity pursuant to Article 28

"**Indemnifying Party**" means the Party obligated to indemnify the other party pursuant to Article 28.4

"**Insurance Cover**" means the aggregate of the maximum sums insured under the insurances taken out by the Licensee pursuant to Article 18, and includes all insurances required to be taken out by the Licensee under Article11 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event.

"**Intellectual Property**" means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world.

"**LOA**" or "**Letter of Award**" means the letter of award referred in Recital (C).

"**License Fees**" shall have the meaning as set forth in Article 16 shall include the Annual License Fee

The term "**Licensee**" shall mean and include the person or persons, firm or company who has been appointed as Licensee for Queen's Club of India, by the CGHIDB. The

Agency shall commence the operation as per the scope of work provided in the Section 4 of RFP document, Article 2 of this Agreement and other terms and conditions of this agreement. In case of natural death, the persons, him/he, his/her heirs, executors and administrators and in the case of a partnership firm, the partner or partners for the time being of the firm shall be termed as the Licensee.

"**Breach Adverse Effect**" means a breach adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a financial burden or loss to either Party.

"**Breach**" means a breach by either Party of any of its obligations under this Agreement which has or is likely to have an Adverse Effect on the Project and which such Party shall have failed to cure.

"**Month**" shall have 30 days in a month.

"**O&M**" means the operation and maintenance of the Project and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities, and collection of User Fee in accordance with the provisions of this Agreement.

"**O&M Expenses**" means expenses to be incurred by the Licensee for operations and maintenance of the Project for the entire Term in order to meet its obligations under Article 3 of this Agreement.

**Licensee's Representative**" means the Person appointed by Licensee under Article 3.10.1.

"**Licensee Event of Default**" shall have the meaning as set forth in Article 23.

"**Parties**" means the parties to this Agreement collectively and "Party" shall mean any of the parties to this Agreement individually.

"**Payment Default**" shall mean the failure on part of the Licensee to make payment of the License Fee, along with the applicable interest thereof or failure to make any payment due to be paid by the Licensee to CGHIDB, by the respective due date.

"**Person**" means (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, Government or agency or any other legal entity.

"**Performance Security**" shall mean the bank guarantee required to be submitted by the Licensee in accordance with the Bid Documents as security /guarantee against any Payment Default in timely payment of consideration, other dues to CGHIDB and fulfilment of other obligations as per the Agreement including timely completion of the Project

"Project" or "Project Facility" or "Resort" shall mean the Hotel/Resort complex, including but not limited to the Club House, and shall encompass the development of 61 new rooms on Tennis Court Land as specified in PIM and this License Agreement and operation, management, and maintenance of the Hotel/Resort and all associated services, amenities, facilities, and provisions. This includes any activities, infrastructure, or components that are incidental, ancillary, or related to the functioning of Club.

"**Project Assets**" shall mean and comprise of all tangible and intangible assets relating to the Project/Project Facilities as the case may be excluding land but including and not limited to, (a) rights over the Site in the form of license, right-of-way or otherwise, (b) each of tangible assets comprising the Project Facilities such as , additions, alterations or improvements etc. thereof, landscape structures, pavement and walkways, drainage facilities, sign boards, milestones, electrical, mechanical, civil, sanitation and other works, telephone, other communication equipment, laboratories with equipment, other equipment, technology at the Site/relating to the Project; (c) financial assets of the Project such as receivables, cash and investments, security deposits for utilities, User Fees etc.; (d) rights of the Licensee under the agreements relating to the Project entered into by the Licensee, (e) proceeds from insurance policies taken by the Licensee in relation to the Project Facilities (f) all applicable permits, affiliations and authorizations relating to or in respect of the project (g) movable assets of the Project/Project Facilities, movable property, things and goods like equipment, machinery, fittings and fixtures etc.

"**Project Revenue**" means in relation to the Project, shall mean total amount of receipts received or to be received from the operation of the said Project as certified by the statutory auditor of the Licensee and as accepted by the independent auditors of CGHIDB.

**Receipts from the rooms (**excluding those blocked by CGHIDB) shall be net receipts after adjusting the GST and other applicable Taxes excluding Income Taxes, commissions, rebates or discounts paid or payable to travel agents, tour Licensees, group leaders or agencies making the booking of the rooms in the Project.

"**Project Site**" or "**Site**" shall have the meaning as set forth in Project Information Memorandum (PIM).

"**Proposal**" or "**Bid**" means the entire set of technical, financial, qualifying and other documents in their entirety comprised in the proposal or bid submitted by the Selected Bidder in response to the Request for Proposal in accordance with the provisions thereof and accepted by CGHIDB.

"**RBI**" means the Reserve Bank of India, as constituted and existing under the Reserve Bank of India Act, 1934, including any statutory modification or replacement thereof, and its successors.

"**Re.**", "**Rs.**" Or "**Rupees**" or "**Indian Rupees**" means the lawful currency of the Republic of India

"**Schedule**" means any of the schedules in the RFP

"**Selected Bidder**" shall mean the Licensee or in cases where Licensee is a Special Purpose Vehicle (SPV) as per the RFP,

"**State**" means the State or the Union Territory, as the case may be, in which the Project is situated.

"**Sub-contractor**" means and shall include contractors, subcontractors, manufacturers, suppliers, vendors of goods and services in relation to the Project and includes licensees of restaurants, spaces and other facilities within the Project

"**Taxes**" means any Indian taxes including excise duties, customs duties, GST, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. Moreover, Taxes shall not include taxes on corporate income.

"**Term**" shall have the meaning as set forth in Article 25.1

"**Termination**" means the expiry or termination of this Agreement

"**Termination Notice**" means the communication issued in accordance with this Agreement by one Party to the other Party terminating this Agreement

"**Third Party**" means any Person, real or legal, or entity other than the Parties to this Agreement

"**Transfer Date**" shall refer to the date when the transfer as per Article 32 is completed in reasonable opinion of CGHIDB

"**Upfront Premium**" shall mean a fixed, non-refundable, non-adjustable fee equal to Rs. [▸] (Rupees *(in words)*) payable by the Licensee to CGHIDB as per the provisions of this Agreement.

"**User**" means any Person using the Project or any part thereof on payment of User Fee and includes any guest, visitor, user, licensee, Subcontractor, or customer.

"**User Fee**" means the charge levied on and payable by a User for using the Project or a part thereof, in accordance with this Agreement and shall include tariffs, prices, rates, commissions, royalties, rentals, premiums, deposits, license fees and all sources of revenue or amounts of money addressed by any name, payable at any time by a User in respect of the Project.

## 1.2. Interpretation

1.2.1 **In this Agreement, unless the context otherwise requires:**

a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such

amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder.

b) references to laws of India or Indian law or regulation 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.

c) references 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.

d) the table of contents, headings And/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

e) Terms and words beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the terms and words defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

f) any reference to any period of time shall mean a reference to that according to Indian Standard Time.

g) any reference to 'day' shall mean a reference to a calendar day

h) Any reference to Rs. or Rupees shall mean a reference to Indian Rs. or Rupees (currency of India)

i) references to a **"business day"** shall be construed as reference to a day (other than a Sunday) on which banks in the state of Chhattisgarh are open for business

j) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar

k) 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;

l) Words importing singular shall include plural and vice versa

m) references to any gender shall include the other and the neutral gender

n) **"lakh"** means a hundred thousand (100,000) and **"crore"** means ten million (10,000,000)

o) **"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

p) references to the **"winding-up"**, **"dissolution"**, **"insolvency"**, or **"re-organization"** of a company or corporation shall be construed so as to include any 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, re-organization, dissolution, arrangement, protection or relief of debtors.

q) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this Sub-article(s) shall not operate so as to increase liabilities or obligations of CGHIDB hereunder or pursuant hereto in any manner whatsoever

r) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing signed by a duly authorized Authority or representative of such Party, as the case may be, in this behalf and not otherwise.

s) the Schedules and Recitals to this Agreement 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

t) references to Recitals, Articles, Clauses, Sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of or to this Agreement, references to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference occurs, and references to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appears

u) the damages payable by either Party to the other, as set forth in this Agreement, whether on per diem basis or otherwise, shall mutually agree upon the genuine pre-estimated loss and damage likely to be incurred and suffered by the party and shall be entitled to receive the same but not by way of penalty (the **"Damages"**)

v) time shall be of the essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence; and

w) wherever under this Agreement any provision shall be made for made for the giving or issuing of any notice, endorsement, consent, approval, certificate, agreement, authorization, communication, information or report or determination by any Party, unless otherwise specified, such notice, endorsement, consent, approval, certificate, agreement, authorization, communication, information or report or determination shall be in writing signed by a duly authorised authority the representative of such party of such Party.

1.2.2 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.3 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act, 1897 shall not apply.

### 1.3. Measurements and Arithmetic Conventions

All measurements and calculations shall be in metric system and calculations done 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 agreements and clauses

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

a) this Agreement
b) all other agreement and documents forming part hereof or referred to herein.
c) the LOA issued to the selected Bidder.
d) Written addenda/ corrigendum to the RFP.
e) RFP; and
f) The Bid.

1.4.2 Subject to the provisions of Article 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

a) between two or more Articles of this Agreement, the provisions of a specific Article relevant to the issue under consideration shall prevail over those in other Articles.
b) between the Articles of this Agreement and the Schedules, the Articles shall prevail.
c) between any two Schedules, the Schedule more relevant to the issue under consideration shall prevail.
d) between the written description on the Drawings and the Specifications and Standards, the latter shall prevail.
e) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
f) between any value written in numerals and that in words, the latter shall prevail.

## 2. ARTICLE 2: SCOPE OF THE PROJECT

### 2.1. Scope of the Project

The broad scope of engagement of the Licensee during the term as per the terms of this Agreement shall mean and include the following:

The scope of work shall essentially include the development (Construction of additional rooms and other facilities on the land as specified in this Agreement), operation, maintenance and management and transfer of Queens Club of India on license basis. The Licensee will use the said clubhouse to provide hospitality, restaurant, events and sports facilities to users (including members and non-members). The development and operation shall be carried out in accordance with the applicable laws, norms and guidelines.

The Licensee shall market the proposed properties and provide all related services to the guests / users adhering with Good Industry practices. It will include all Front office management, room services, housekeeping, repair & maintenance services, safety & security, food and beverage services, insurance of the property, banquet & related services, sport and related services, etc. It may also include transport and logistics required, travel desks, any health club / spa services, if required.

The scope of work of the Project shall broadly include design, development, management, operation and maintenance and transfer of the property as per norms and guidelines provided by Chhattisgarh Housing & Infrastructure Development Board and applicable provisions of national and state level laws/acts/guidelines.

The scope of the Project during the Contract Period shall mean and include the following

(the "**Scope of the Project**"):

**Licensee's Responsibility**

a. Design, finance, and construct additional hospitality facilities including additional Rooms a Banquet and sport facilities on the Project Site set forth in Schedule A, in accordance with the provisions of this Agreement.

b. Operation and maintenance of the Project (both existing facilities and new hospitality facilities proposed to be developed on land specified in Schedule A) in accordance with the provisions/schedules of this Agreement, Good Industry Practice in a professional manner.

c. Renovation and refurbishment of existing facilities (Like Guest Room, External Signages, Parking, Main Entrance, Reception & Guest Service Desk, Public Toilet, Restaurant Lounge, Safety & Security Equipment, Guest Service Vehicle, Public area parking, landscaping & plantation, etc) as per industry standards.

d. Financing: the Licensee has to make his own arrangements of funds required for renovation/refurbishment/construction of Project Facilities at its own risk and cost. No part / right in relation to Project Facilities and assets shall be mortgaged or assigned or licensed or otherwise transferred to any secured creditor / lender / group of lender is any manner whatsoever.

e. Transfer the Project to the CGHIDB upon Termination in accordance with the provisions of this Agreement; and

f. Performance and fulfilment of all other obligations of the Licensee in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Licensee under this Agreement.

g. The Licensee shall ensure that the Project Facilities (new development) achieves Commercial Operation Date (COD) not later than (24 months however date to be inserted ), which shall be defined as the date on which the [Project/Asset/Facility] is fully constructed, tested, and ready for regular commercial operation in accordance with the performance standards set forth in this Agreement. The Licensee shall notify the Licensor in writing upon achieving COD, accompanied by all relevant certifications and documentation. Any delay in achieving COD beyond the stipulated date shall be subject to penalties or corrective measures as specified in this Agreement.

h. The Licensee shall be responsible for the operation and Maintenance of all facilities in the entire site area including Lawns and Parking Areas, etc.

i. The property will be handed over to the Licensee on "**As Is Where Is Basis**". The property shall be used as per purpose mentioned in this document.

j. The Licensee should abide by the building byelaws of the area no such structure should be developed and no such work should be carried out which is Prohibited by the byelaws or CGHIDB and other applicable laws prevalent in the area/state.

k. The Licensee should utilize the property only for the purpose of running of hospitality/ Food and Beverage (F&B) business and allied legal activities including club house, spa and wellness, sports and not for any other purposes, and shall be approved by the CGHIDB.

l. Any additional activity (-ies) (entertainment activities, adventure and amusement activities) other than the activities at present in the property shall only be executed after the written approval of the Commissioner, Chhattisgarh Housing & Infrastructure Development Board. Written approval shall only be accorded on detailed examination of proposals submitted by the Licensee to the CGHIDB for each specific kind of activity on a case-to-case basis and associated safety procedures to be followed.

m. Licensee shall be free to decide the tariff and charges for restaurant and catering services as per market rates. Licensee shall have to inform about these charges and changes made time to time to CGHIDB.

n. The Licensee shall obtain all Applicable Permits in conformity with the Applicable Laws and shall comply with thereof at all times during the Term.

o. Procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used in or incorporated into the Project.

p. Licensee shall provide reports on regular basis to the CGHIDB officials during the development, operations & maintenance Period in accordance with the provisions of Agreement.

q. Appoint, supervise, monitor and control the activities of Staff or any other service provider under their respective Agreements as may be necessary.

r. Implement and administer a surveillance and safety program for the Project and the users thereof and the personnel engaged in the provision of any services under any of the Project Agreements including correction of safety violations and deficiencies and taking of all other actions necessary to provide a safe environment in accordance with Applicable Laws and Good Industry Practices.

s. Take all reasonable precautions for the prevention of accidents on or about the Project and provide all reasonable assistance and emergency medical aid to accident victims.

t. Licensee shall not place or create nor to permit any contractor or vendor or service provider or any other person claiming through or is representing Licensee to create or place any Encumbrance over whole or any part of the Project Assets, or on any rights of the Licensee therein, save and except as expressly set forth in this Agreement.

u. Responsible for safety, soundness and durability of the Project including all structures forming part thereof and their compliance with the Specifications and Standards.

v. Ensure that the Project remains free from all encroachments / liabilities and take all steps necessary to remove encroachments, if any

w. Operate and maintain the Project at all times throughout the term in conformity with the Agreement including but not limited to the Specifications and Standards, the Maintenance Programme and Good Industry Practice.

x. Deleted

y. Licensee shall follow the Good Industry Practice and thereby remove all the surplus machinery and materials, waste materials if any (including, but not limited to hazardous materials and wastewater), rubbish and other debris (including but not limited to accident debris) from the project site and shall keep the Project site neat and clean condition and in conformity with the Applicable Laws and Applicable Permits.

z. Licensee shall renovate/upgrade the property as per the development obligations as per schedule after Appointed Date and also renovate and carry out maintenance from time to time during the operation period. The Licensee shall submit its plan/ project report for renovation and upgradation of facilities (Like Guest Room, External Signages, Parking, Main Entrance, Reception & Guest Service Desk, Public Toilet, Restaurant Lounge, Safety & Security Equipment, Guest Service Vehicle, Public area parking, landscaping & plantation, etc) as per industry standards.

aa. Shall take proper responsibility of Branding, Marketing and Promotion of the property, as per requirement.

bb. Provide access to the appointed Auditors / Officers of CGHIDB whenever CGHIDB chooses to conduct inspection/ audit/ assessment of the properties.

cc. The licensee should obtain Licence under Food Safety & Standards Act (FSSA) 2006, from the concerned authority. The Licensee will be responsible for all requisite approvals, License, and permissions etc. to operate the property.

dd. The operation of Restaurant including the kitchen, stores and other food handling areas should be as per the Food Safety Act, Food Safety and Standards Rules 2010 and various Food Safety and Standards regulations or any other relevant rules/ regulations/norms as applicable from time to time. The Licensee shall solely be

liable for any damages/criminal liability consequent to violation of any of the provisions of FSSA, 2006 or any issue arising out of food contamination, poisoning and related issues and Licensee shall solely be liable to all the third-party claims.

ee. The Licensee must employ adult and skilled labour only. Employment of child labour would amount to breach of the terms this Agreement. The Licensee shall engage only such workers, whose antecedents and character have been thoroughly verified, and other formalities have been completed. The Licensee shall be responsible to obtain all requisite approvals & permissions from the concerned authorities as may be necessary or required under various acts & laws for Hotels /Restaurants.

ff. The licensee shall maintain cleanliness, courtesy with the staff and shall maintain good quality of food, proper hygiene, and serving standard

gg. Serving of liquor at the property is allowed subject to the approvals from concerned department. The Licensee shall obtain the license at their own cost or as directed by the CGHIDB. The CGHIDB reserves the right to discontinue the serving of liquor anytime during the bidding process or the license period..

hh. After the expiry of license Period/premature termination, the Licensee shall surrender possession of the property back to the CGHIDB in "As is Where is basis" as on date of handover to CGHIDB.

ii. The Licensee should ensure that 75% of the unskilled jobs arising from the hotel shall be given to the local population. A nodal officer appointed by CGHIDB will verify the details of employment in every six (06) months. Licensee is required to produce the employment proof documents like EPF document, monthly remuneration payment document and attendance register, etc.

jj. The CGHIDB will not be responsible or liable for any of the activities which may create the public nuisance or disturbance, It shall be the responsibility of the licensee to check that such a scenario should not arise within the premises or nearby premises .

kk. The Licensee shall confine their activities within the specified area handed over to them.

ll. The Licensee shall undertake the responsibility of clearing any choking in the drainages, manholes, etc., removal of beehives and cobwebs/ honey webs from the property and its premises, cleaning and sweeping of roof tops with brooms/mechanized sweeping and cleaning of all the dustbins. The dustbins should be emptied at the end of every shift on regular basis and shall be properly cleaned inside out.

mm. The Licensee shall ensure collection, screening and segregation of dry and wet garbage area. The Licensee shall also ensure the segregation of bio-degradable, non-bio-degradable and hazardous waste. Appropriate disposal as approved by CGHIDB shall be the responsibility of the Licensee. Licensee shall in no way harm the environment of the place.

nn. In the event of termination of the Licensing Agreement for any reason whatsoever, the responsibility for adjusting, returning, reimbursing, or refunding the membership fees to the members shall not rest with CGHIDB. Such obligations shall squarely lie with the licensee

oo. The licensee will be free to market Clubhouse membership, subject to the following restrictions:

I. The Licensee will be bound by the condition of special members as elaborated in the License Agreement.

II. The membership of existing special members shall be continued as per the membership agreement/rules agreed by such members. The licensee shall ensure to continue the membership of existing members as per the provisions of License Agreement.

III. Membership shall be marketed to persons of reasonably good character and behaviour who shall maintain the decorum of the Clubhouse.

IV. Rules to regulate the timings and use of facilities can be framed by the Licensee and amended from time to time in consultation with CGHIDB.

V. Illegal activities of any kind shall not be encouraged by the Licensee in the Clubhouse premises.

**Categories of Membership and Conditions for Membership Marketing:**

I. There will be two categories of members: (a) General and (b) Special

II. General Members: The Licensee will be free to market general membership, subject to the following restrictions. The General Membership shall be extended to the common citizens, who are reasonably of good character and behaviour to be able to maintain the decorum of the Clubhouse. The CGHIDB reserve right to finalize the maximum numbers of members.

III. Special Members: The Licensee agrees to grant/continue Special Membership to such owners of CGHIDB's colonies in the immediate vicinity of the Queen's Club of India, who have acquired such property directly from CGHIDB: viz. 108 members in the Special Housing Scheme for MP/MLAs, Purena. The Chairman and the Commissioner of CGHIDB will be lifetime special member.

Explanation:

- The term "Member" in the context of Special Members shall refer to the first allottee of each of the houses in the Special Housing Scheme for MP/MLAs, Purena and the Chairman and the Commissioner of CGHIDB.
- Subsequent owners of the house and/or tenants residing in the house shall not be eligible for any of the Licenses available to the Special Members. Special Membership shall not be transferable or assigned to another person in any way whatsoever, and in case of any such transfer, the Membership of the original special member shall cease to exist.
- The special Licenses granted to the Special Members shall be available to their family members also.
- The term "family members" shall include (a) husband & wife, and (b) up to two (02) minor children.
- The Licenses to Special Members will continue through the entire period of this License Agreement.

| S. No | Particulars | Charges |
|---|---|---|
| 1 | Admission Fee | Free |
| 2 | Annual Subscription | 3,000.00 |

| S. No | Particulars | Charges |
|---|---|---|
| 3 | Billiards | 1,000.00* |
| 4 | Badminton | 1,000.00* |
| 5 | Tennis | 1,000.00* |
| 6 | Table Tennis | 1,000.00* |
| 7 | Squash | 1,000.00* |
| 8 | Health Clubhouse: (a) Gymnasium, (b) Massage(c) Steam, (d) Sauna, (e) Jacuzzi | General Card Rate LESS 30% Special Discount |
| 9 | Bridge Room | |
| 10 | Swimming Pool | |
| 11 | Accommodation | General Card Rate LESS 20% Special Discount |
| 12 | Restaurant and Bar | General Card Rate LESS 30% Special Discount |
| 13 | Any new facility | Rate will be determined by mutual agreement |

**Note –**

- *This above subscription charges can be increased every year at a rate not higher than 5% (five percent) per annum*
- *GST will be additional.*

IV. In respect of appointing new General Members, the Licensee shall have the liberty to decide the term of Membership, the Admission Fee, Subscription Fee, and user charges for various facilities in accordance with market prospects.

V. In respect of Special members, the Licensee agrees to grant special discounts as stated above.

VI. "Existing members"- The term "Existing Members" shall include all those Life-Time members or any other member except special members who have procured the Membership of the "Queen Club of India" specifically during the functioning under the previous Agency.

VII. The membership of such Existing Life-Time Members shall not be continued with this license Agreement.

VIII. The Licensee will be required to keep two room reser for CGHIDB on daily basis.

# 3. ARTICLE 3: GRANT OF LICENSE

## 3.1. Development, Operation and Maintenance Rights

I. The license Agreement is for a period of 20 years extendable by 10 (Ten) years based on satisfactory performance, mutual agreement and first right of refusal. After operating the property for a period of minimum 3 (Three) years, if the Licensee is

willing to withdraw from operation of the property, the Licensee may quit and surrender the license after giving 3 months' notice in writing. In such cases the performance security as submitted by the licensee shall be forfeited. In case of extension, the provisions for upfront premium and license fee payable to the CGHIDB will be applicable as per the provisions of License Agreement.

II. The Licensee shall have the right to plan, design, construct, and upgrade the Project Facilities in accordance with applicable laws, standards, and specifications approved by the Licensor. All development activities shall be undertaken at the Licensee's sole cost and risk.

III. Subject to and in accordance with the terms and conditions set forth in this Agreement, CGHIDB hereby grants to the Licensee and the Licensee hereby accepts the grant of rights to develop, operate and maintain the Project Facilities and exercise these rights as per the terms of this Agreement for the Term commencing from the Appointed Date. The Licensee covenants to use the Project Facilities for the development and operation of resort/ hotel standards and for any activities in connection therewith which are customary and usual to such an operation, as far as shall be feasible, shall conduct such operation efficiently and in accordance with the standards, character and tradition of the Licensee. The Licensee undertakes to operate and provide in the Project Facilities. It is agreed that the grant of rights under this Agreement and engagement of the Licensee by CGHIDB is in the nature of a service contract between two independent principals and neither party shall be considered as a partner, employee, principal or agent of the other. The Licensee shall, in no manner, be deemed to be the agent or employee of CGHIDB and shall, notwithstanding anything contained herein, have any rights, interest or entitlement to bind CGHIDB in any arrangement, agreement or obligation favouring a third party and shall not in any manner act on behalf of CGHIDB unless specifically approved in writing by CGHIDB. Nothing contained in this Agreement, or any other document executed pursuant to it shall be deemed to give any such rights to the Licensee.

IV. As regards the Site, Project Facilities, land lying underneath and constructed portion and any appurtenant thereto including trees, plantation and all other things attached to it, the Licensee shall be deemed to be a permitted to use such properties in the capacity of a Development, Operation & Maintenance. Agency only and specifically for the purposes of this Agreement and nothing contained herein or elsewhere shall have the effect of handing over legal, constructive, actual or physical possession thereof to the Licensee by CGHIDB. For the removal of doubt, the legal, constructive, actual or physical possession Site, Project Facilities, land lying underneath and constructed portion and any appurtenant thereto including trees, plantation and all other things attached to it shall exclusively vest in CGHIDB.

V. Subject to and in accordance with the terms and conditions set forth in this Agreement, the rights hereby granted shall entitle the Licensee to enjoy and oblige the Licensee to undertake the following in accordance with the provisions of this Agreement, the Applicable Laws and the applicable permits and its own cost and consequences:

a) To enhance his profitability or for any other reason whatsoever, the Licensee shall not add/modify existing facilities to the concept of club as approved and finalised by CGHIDB. Provided, however, that addition/modification without

doing any structural changes shall be allowed with prior written approval from CGHIDB (1) minor improvements and addition/expansion of any sports facilities may be done after discussing these and obtaining approval for the same in writing from CGHIDB. (2) Routine upkeep, repairs and replacements will require no approval and will be promptly done by the Licensee and when the need arises. (3) Facilities like gardens and halls may be modified for and used for small parties and celebrations. (4) Nothing stated herein shall apply to in house club parties of members. The Licensee can carry any alteration of temporary[4] nature with prior approval of CGHIDB which will include:

I. Landscaping and temporary Site Development

II. Platforms to provide support to the temporary structures

III. Prefabricated modular structures that can dismantled whenever needed.

IV. In case the licensee adopts to construct only temporary development, they can develop it by submitting the final plan with prior approval from the CGHIDB

b) To finance, if required, market, manage, administer, operate and maintain the Project during the Term.

c) Licensee shall be given the rights to develop, operate and maintain the property. The Licensee shall be allowed to run the property on the name of Queens Club of India, Chhattisgarh Housing & Infrastructure Development Board. CGHIDB's Logo and name may be placed along with the Property's name in all the banners / Name Tag and Signages as a part of promotion. Alternatively, the CGHIDB may also direct the Licensee to incorporate such promotional materials on the requisite locations/platforms. Furthermore, Licensee may suggest different name for branding of the club, only after approval from CGHIDB.

d) perform and fulfil all of the Licensee's obligations under this Agreement.

e) bear and pay all costs, expenses and charges (including Development and O&M Expenses) in connection with or incidental to the performance of the obligations of the Licensee under this Agreement.

f) neither assign, transfer or sublet or create any lien or Encumbrance on this Agreement, or the rights hereby granted on whole or any part of the Project nor transfer, lease or give part possession thereof, save and except as expressly permitted by this Agreement.

g) The sub-letting/sub-licensing/sub-contracting of the whole premises or any services / components under the operation and maintenance obligation as

[4] Temporary alterations or developments refer to modifications or additions that are designed to be reversible. These interventions can be easily removed, relocated, or dismantled as required, without causing any damage or permanent changes to the existing structures or facilities on the premises.

stated in the agreement is not allowed as per the provisions of Agreement. The Licensee has no right to sell or mortgage the title of the Site, Project Facilities or any of the whole or part thereof and it shall, on the Transfer Date, transfer and hand over the Site along with the Project Facilities and Project Assets to CGHIDB or its nominated agency in accordance with the provisions hereof.

h) select, recruit, train and assign duties of all personnel and conduct and maintain training programmes for the training of all Club / Project Facilities employees in specific work related skills and guest relations, develop and maintain employment and training schemes including apprenticeship schemes for the purpose of attracting and retaining skilled staff for the Project-Property, develop and maintain employee induction and orientation training programmes for all new employees at the Project Property etc.

i) fixation of emoluments of all staff including fringe benefits and welfare schemes other than those of senior expatriate management personnel and to file in its own name applications for work permits and work visas for all expatriate personnel to be employed at the Project Facilities.

j) the formulation and administration of personnel policies including transfer or termination of employment.

k) institution and supervision of operating policies, principles, systems and procedures for all departments including purchasing, accounting, credit management, sales promotion, public relations, front office, housekeeping, security, kitchens, restaurants, engineering and maintenance, Fire protection, personnel, etc.

l) institution of reporting and control systems and procedures for all departments.

m) the establishment of all prices, price schedules, rates and rate schedules.

n) entering into agreements with any Governmental CGHIDB, and obtaining from any such Governmental CGHIDB the necessary rights, Licenses, licenses, and privileges in respect of the Proposed Property as per terms of the License Agreement

o) the negotiations and executions in the normal course of Club/ Hotel business of licenses and Licensees in the Project Facilities.

p) offer travel related services to the guests and customers of the Club/ Hotel either by itself or through its associate company/s or otherwise.

q) installation of suitable books of control and account to be kept in accordance with the applicable accounting policies and systems.

r) purchase of such inventories, provisions, supplies and equipment's as the Licensee may deem reasonably necessary in order to maintain and operate the Project Facilities.

s) taking necessary legal action, except in the name of the CGHIDB, which the Licensee shall deem necessary and proper in connection with the operation of the Proposed Property.

t) to make such routine repairs and maintenance to the Project Facilities carrying out renovations / refurbishments / improvements at the Project Property the Licensee may deem reasonably necessary, at its own cost. It being agreed that any such repair, maintenance requiring construction or reconstruction of the Project Facilities or part thereof within the Site shall be undertaken by the Licensee only with the prior approval of CGHIDB and in accordance with the Agreement and Applicable Laws.

u) the planning, preparation, contracting and execution of advertising and promotional programmes.

v) instituting, conducting, defending, compromising, referring to arbitration and abandoning any legal or other proceedings claims and disputes in which the Proposed Property is concerned, except where such proceedings involve CGHIDB.

w) receiving and giving effectual receipts and discharge for monies, funds, goods or properties lent to or payable or belonging to the Hotel except where such receipts and discharges are required to be given by CGHIDB.

x) to cause the Hotel staff to use all reasonable efforts to collect all User Fee and other charges, rents and other amounts due from Hotel guests, patrons, tenants, subtenants, parties providing exclusive services and License, which efforts shall include where necessary or desirable, the following (i) demanding and giving receipts for charges, rents and other amounts due, (ii) giving notices to quit or surrender space occupied or used, and (iii) subject to this Agreement, suing for or instituting any legal proceedings in connection with any amounts due.

y) to cause the appropriate Hotel employees to negotiate with any labour union, lawfully entitled to represent any Club/ Hotel employees.

z) Generally, to perform all obligations and duties necessary in connection with the operation of the Hotel in an efficient and proper manner.

aa) make, or cause to be made, necessary applications to the relevant CGHIDB or instrumentalities with such particulars and details, as may be required for obtaining applicable permits and obtaining and keeping in force and effect such applicable permits in conformity with the Applicable Laws.

bb) perform its obligations under this Agreement and notify to CGHIDB forthwith the occurrence of CP Completion

cc) to attain all the required insurances from the Appointed Date and shall maintain them in accordance with the provisions of this agreement and follow the Good Industry practice

dd) make reasonable efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of the Licensee's obligations under this Agreement.

ee) comply with all applicable permits and Applicable Laws under this Agreement.

ff) develop, implement and administer a safety program for the Project, the users thereof, engaged in the provision of services under any agreement(s), including correction of safety violations and deficiencies, and taking of all other actions necessary to provide a safe environment in accordance with Good Industry Practice.

gg) indemnify CGHIDB against all actions, suits, claims, demands and proceedings and any loss or damage or cost or expense that may be suffered by them on account of anything done or omitted to be done by the Licensee in connection with the performance of its obligations under this Agreement.

hh) hand over the Project to CGHIDB upon completion or Termination of the Agreement

ii) not do or omit to do any act, deed or thing which may in any manner violate any of the provisions of this Agreement; and

jj) Notwithstanding anything to the contrary contained in this Agreement, the Licensee shall not assign or in any manner create an Encumbrance on any Project Asset(s) without prior written approval of CGHIDB.

kk) permitting safe, smooth and uninterrupted use of Project during normal operating conditions

ll) minimizing disruption in the event of accidents or other incidents-affecting the safety and use of the Project by providing a rapid and effective response and maintaining liaison with emergency services of the State

ww) Deleted

xx) Deleted

yy) protection of the environment and provision of equipment and materials therefor

zz) operation and maintenance of all communication, control and administrative systems necessary for the efficient operation of the Project

aaa) maintaining a public relations unit to interface with and attend to suggestions from the Users, CGHIDB agencies, media and other agencies

bbb) Licensee shall follow the Good Industry Practice and thereby remove all the surplus machinery, materials, waste materials (If any including, but not limited to hazardous materials and wastewater), garbage and other debris (including but not limited to accident debris) from the project site and shall keep the Project site neat and clean and in conformity with the applicable laws and applicable permits.

ccc) in case the Project or any part thereof suffers any loss or damage during the Term from any cause whatsoever, the Licensee shall, at its cost and expense, rectify and suffer such loss or damage forthwith so that the Project conforms to the provisions of this Agreement

ddd) The Licensee shall not carry out any material modifications to existing facilities under the Project, save and except where such modifications are necessary for the Project to operate in conformity with the Good Industry Practice and Applicable Laws or as may be permitted in writing by CGHIDB.

eee) The rights granted herein shall not be construed as ownership of the Project Facilities and shall be subject to periodic review, audit, and compliance checks by the CGHIDB. Any breach of the terms may result in suspension or termination of the granted rights.

**3.2.** The Licensee shall in no instance interfere or deny access to the Site to the authorised representatives of CGHIDB and to the persons duly authorised by any governmental agency having jurisdiction over the Project, including those concerned with safety, security or environmental protection to inspect the Project and to investigate any matter within their CGHIDB and upon reasonable notice, the Licensee shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions with minimum disruption to the operation and maintenance of the Project consistent with the purpose for which such persons have gained such access to the Project Site.

**3.3.** The Licensee shall ensure that sufficient financial and other resources are available at its disposal for performance of its obligations and duties under this Agreement. Licensee covenants that the financial resources shall be procured or arranged by it subject to the terms of this Agreement and in doing so, it shall neither create any third-party rights or Encumbrances on the Site or Hotel nor shall it dilute its shareholding beyond what is expressly permitted under this Agreement and/or the bid documents. It is also agreed that nothing contained in this Agreement shall be construed to mean that CGHIDB shall be liable in any manner whatsoever for any financial obligation or covenant of the Licensee, that it has provided or shall provide any assistance, assurance or guarantee to the Licensee or to any third party for the benefit of the Licensee or the Consortium or any of its members and the Licensee shall, and the lead member of the Consortium shall ensure that the Licensee does, indemnify and hold CGHIDB harmless against any claims made by any third party in this regard.

3.4. The licensee will be required to keep two rooms reserve every day for CGHIDB.

3.5. **Employment of foreign nationals**

The Licensee acknowledges, agrees and undertakes that employment of foreign personnel by the Licensee and/or its contractors and shall be subject to grant of requisite regulatory permits and approvals including employment/residential visas and work permits, if any required, and the obligation to apply for and obtain the same shall and will always be of the Licensee and, notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain any such permits and approvals by the Licensee or any of its contractors or shall not constitute Force Majeure Event, and shall not in any manner excuse the Licensee from the performance and discharge of its obligations and liabilities under this Agreement.

3.6. **Employment of trained personnel**

The Licensee shall ensure that the personnel engaged by them for performance of its obligations under this Agreement are properly trained in their respective work.

3.7. **Sole purpose of the Licensee**

The Licensee having been set up for the sole purpose of exercising the rights and observing and performing its obligations and liabilities under this Agreement, i.e., development, operation and maintenance of the Project. The Licensee hereby agrees not to have any shareholding interest or otherwise in any entity, or any other form of arrangement with any person, which may allow it to undertake or perform any other business activity. The Licensee hereby agrees not to have any subsidiary, except with the previous written consent of CGHIDB, or be or become directly or indirectly engaged, concerned or interested in any business in relation to this Project.

3.8. **Branding of the Project**

The Licensee shall be allowed to run the property on the name of Queens Club of India, Chhattisgarh Housing & Infrastructure Development Board. CGHIDB's Logo and name shall placed along with the Property's name in all the banners / Name Tag and Signages as a part of promotion. Alternatively, the CGHIDB may also direct the Licensee to incorporate such promotional materials on the requisite locations/platforms. Furthermore, Licensee may suggest different name for branding of the club, only after approval from CGHIDB and Licensee shall be responsible for designing the external façade and carrying out renovation and refurbishment of the existing structure in accordance with state-of-the-art standards and specifications.

3.9. **Facilities for differently abled and elderly persons**

The Licensee shall, in conformity with the guidelines issued from time to time by the Ministry of Social Justice and Empowerment, or a substitute thereof, procure a barrier free environment for the differently abled and for elderly persons using the Project.

3.10. **Licensee's Representative**

I. The Licensee's Representative shall be the person so designated by the Licensee (**"Licensee's Representative**"). If at some point of time the Licensee is unable to provide the services of the person named the Licensee's Representative, and then it shall notify CGHIDB its reasons for this, and thereafter, provide a substitute person who can be the Licensee's Representative.

II. The person named as the Licensee's Representative under this Agreement shall be a qualified and competent person having previous experience in a similar capacity in works comparable to the Project. Prior to appointment of the Licensee's Representative, the Licensee shall also submit the curriculum vitae of the person it proposes to appoint, detailing, in particular, the relevant project experience, and then obtain the written consent of CGHIDB to the appointment of the Licensee's Representative.

III. The Licensee's Representative shall be exclusively employed or engaged by the Licensee to give his whole time to direct the preparation of the operation and maintenance of the Project. Except as otherwise stated in the Agreement, the Licensee's Representative shall receive on behalf of the Licensee all notices, instructions, consents, approvals, certificates, determinations and other communications under this Agreement.

IV. The Licensee's Representative may delegate, while retaining his major responsibilities, any of his powers, functions and authorities to any competent Person, and may at any time revoke any such delegation. Any such delegation or revocation shall be in writing and shall not take effect until CGHIDB has received prior written notice signed by the Licensee's Representative, specifying the powers, functions and authorities being delegated or revoked. Licensee's Representative shall notify in writing to CGHIDB, the names, duties and scope of CGHIDB of such Persons. Any instructions given to any of them shall be deemed to have been given to the Licensee's Representative. Any such delegation shall not relieve the Licensee's Representative of its obligation and duties under this Agreement.

### 3.11. Shareholding Lock-in

I. The Licensee undertakes that the following provisions shall be included in the Articles of Association of the Licensee:

a. Total shareholding of the members of the Consortium shall not less than 74% of the total paid up share capital of the Licensee on a fully diluted basis during the entire "Term"; and

b. Any dilution (whether by fresh issue of shares or securities convertible into shares or direct or indirect transfer or both) except as permitted above and/or any amendment of the articles to amend provisions contained in a. & b. or otherwise shall require prior written consent of CGHIDB.

# 4. ARTICLE 4: CONDITIONS PRECEDENT

## 4.1. Conditions Precedent

4.1.1 Save and except as expressly provided in this Agreement, or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction of fulfilment of the condition precedent specified in this Article 4.1 (the "Conditions Precedent")

Provided, however, that a Party may grant waiver from satisfaction of any Condition Precedent by the other Party in accordance with the provisions of Clauses 4.1.2 or 4.1.3, as the case may be, and to the extent of such waiver, that Condition Precedent shall be deemed to be fulfilled for the purposes of this Clause.

4.1.2 The Licensee may, upon providing the Performance Security to the CGHIDB in accordance with Article 9 and at any time after [15 (fifteen)] days from the Execution Date or on an earlier day acceptable to the CGHIDB, by notice require the CGHIDB to satisfy any or all of the Conditions Precedent set forth in this Clause 4.1.2 within a period of [90 (ninety)] days of receipt of the notice, and shall not exceed [120 (one hundred and twenty)] days as may be specified therein, and the Conditions Precedent required to be satisfied by the CGHIDB shall be deemed to have been fulfilled when the CGHIDB shall have:

a) procured for the Licensee the Right of Way to the Project Site in accordance with Article 10.

Provided, that upon request in writing by the CGHIDB, the Licensee may, in its discretion, waive the Conditions Precedent set forth in this Clause 4.1.2.

### A. Condition Precedent by Licensee

4.1.3 The Conditions Precedent required to be satisfied by the Licensee within a period of 120 (one hundred and twenty) days from the Execution Date shall be deemed to have been fulfilled when the Licensee shall :

a. Provide the Performance Security to the CGHIDB pursuant to Article 9.

b. Provide CGHIDB notarized true copies of its constitutional documents and board resolutions - the execution, delivery and performance of this License Agreement by the Licensee.

c. Conduct all Surveys and Investigations required for carrying out engineering/structural design and preparation of construction drawings, Topographic Surveys using Total Station, Geo-Technical and Soil Investigations and all other investigations for Construction and Development of Project Facilities and Assets.

d. Statutory Approvals: Obtain all necessary approvals, clearances, and no-objection certificates (NOCs) from the relevant statutory and regulatory authorities, including but not limited to building plan sanctions, environmental clearances, fire safety approvals, and heritage or zoning permissions, as applicable.

e. Execution of Agreements: Execute all requisite agreements, including the License Agreement or any other documents as may be required by the Licensor or competent authorities.

f. Financial Closure: Furnish proof of financial closure/ executed the Financing Agreements and availability of funds for the execution of the project, including submission of bank guarantees or performance securities as stipulated in the License Agreement.

g. Site Mobilization Readiness: Demonstrate readiness for site mobilization, including appointment of contractors, consultants, and procurement of necessary equipment and materials.

h. Compliance with Environmental and Social Safeguards: Submit an Environmental Management Plan (EMP) and Social Impact Assessment (SIA), if applicable, and obtain requisite approvals or clearances.

i. Licensee shall from its Legal Counsel provide a legal opinion to CGHIDB with regard to CGHIDB and Licensee entering into this agreement, the enforceability of the provisions and execution of Financial Agreements thereof. Licensee shall provide 3 true copies to CGHIDB duly attested by a director of the Licensee.

j. Licensee shall provide the original copy of the confirmation, correctness of their representation and warranties as set forth in Article 5 of the agreement from the Consortium Members respectively to CGHIDB.

k. Upfront Premium shall have been paid to CGHIDB as per the provisions of Article 16.

Provided that upon request in writing by the Licensee, the CGHIDB may, in its discretion, waive any of the Conditions Precedent set forth in this Clause 4.1.3.

**B. Conditions Precedent for CGHIDB**

4.1.4 Following conditions to be satisfied by the CGHIDB

a. CGHIDB shall ensure that the property is free from any encumbrances and litigations prior to handing over of the property to Licensee for development and O&M.

b. The CGHIDB shall clear all the dues/taxes prior to handing over the property.

c. The list of special members shall be shared by CGHIDB to Licensee.

4.1.5 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 the Party in satisfying the Conditions Precedent for which that Party is responsible.

4.1.6 The Parties shall notify each other in writing at least [once a month] on the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which they are responsible has been satisfied.

The Licensee shall, upon satisfaction or waiver, as the case may be, of all the Conditions Precedent, notify the CGHIDB of the occurrence of the Appointed Date

4.1.7 Extension of Time Period for fulfilment of Conditions Precedent

If the Conditions Precedents are not fulfilled, the CGHIDB may agree to extend the time Period required for fulfilling the Conditions Precedents subject to the following conditions:

a In the event that the Condition Precedent is not fulfilled in the schedule time mentioned in **Clause 4.1.3**, then CGHIDB, at its sole discretion, may provide the Licensee **2 months** of time to enable the Licensee to fulfil the Condition Precedents, on receipt of request of Licensee in writing justifying the reason for delay.

b Upon non fulfilment of Condition Precedent even after the extension provided as per clause 4.1.8 (a), CGHIDB, at its sole discretion, may provide the Licensee further a maximum of **2 months** of time to enable the Licensee to fulfil the Condition Precedents

c In the event, the reason for delay in fulfilling Condition Precedents are attributable to the inactions of the Licensee or the extension as provided in 4.1.8 (b), Licensee shall be liable to pay to CGHIDB compensation of 1% of Upfront Premium per month for the delay caused in fulfilling the Condition Precedents.

d The amount for compensation shall be deposited by the Licensee within 15 days of receipt of the communication from CGHIDB, failing which extension granted shall be invoked.

## 4.2. Deemed Termination upon Delay

4.2.1 In the event that (i) the Licensee does not procure fulfilment of any or all of the Conditions Precedent set forth in Article 4.1 within a period as specified in 4.1.1 or as period extended and approved by Commissioner, CGHIDB, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Article 4.1 or other breach of this Agreement by CGHIDB, or due to Force Majeure, CGHIDB may, in its sole discretion, terminate this Agreement.

a) CGHIDB shall have the right to terminate this Agreement without further notice or obligation to provide additional periods.

b) All rights granted to the Licensee under this Agreement shall automatically stand revoked, and CGHIDB shall be entitled to:

i. Take possession of the site

ii. Appoint another party to complete the construction and/or operate the facilities.

c) The Licensee shall not be entitled to any compensation, refund, or claim arising

out of such termination.

d) CGHIDB may invoke any performance guarantees or security deposits submitted by the Licensee to recover losses or costs incurred due to the delay.

**4.2.2** Without prejudice to the provisions of Article 4.2 , the Parties expressly agree that in the event the Appointed Date does not occur, for any reason whatsoever, within specified period in Article 4.1 or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Licensee under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Licensee, and the Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Licensee, the non-refundable Upfront Premium Payment shall be forfeited and appropriated by CGHIDB as compensation thereof in addition to any other right or remedy that CGHIDB may have under law or equity.

Without prejudice to and notwithstanding anything contrary set out in the forgoing project, the Parties may mutually agree in writing to extend the time for fulfilling the condition precedent.

# 5. ARTICLE 5: REPRESENTATIONS AND WARRANTIES

## 5.1. Representations and warranties of the Licensee

The Licensee represents and warrants to CGHIDB that:

**5.1.1** It is duly organized, validly existing and is incorporated as per the provisions of law.

**5.1.2** It has full power to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein

**5.1.3** It has taken all necessary steps and actions under the Applicable Laws and has constitutional rights to authorise the execution, delivery and performance of this Agreement and to validly exercise its rights.

**5.1.4** Along with its Associates, it has the financial standing and capacity to undertake the Project

**5.1.5** the obligations of the Licensee under this Agreement will be legally valid, binding and enforceable against it in accordance with the terms hereof

**5.1.6** The agreement is governed by Indian Law, and that the Licensee agrees that they cannot claim any legal immunity to avoid court proceedings or enforcement of judgments anywhere.

5.1.7 All the information furnished in the Bid is and shall be true, correct and accurate in all respects as on the Appointed Date.

5.1.8 The execution, delivery and performance of this Agreement shall not conflict with, result in the breach of, constitute a default under, or accelerate performance, required by any of the terms of its memorandum and articles of association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected.

5.1.9 There are no actions, suits, proceedings or investigations pending or, to the Licensee's knowledge, threatened against it, whether at law or in equity, before any Court, Tribunal or any other judicial, quasi-judicial or governmental authority /including CGHIDB), the outcome of which may result in the breach of or constitute a default of

the Licensee under this Agreement or which individually or in the aggregate may result in any Material Adverse Effect on its business, properties or assets or its condition, financial or otherwise, or in any impairment of its ability to perform its obligations and duties under this Agreement;

**5.1.10** The Licensee has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any governmental agency which may result in any Material Adverse Effect or impairment of the Licensee's ability to perform its obligations and duties under this Agreement

**5.1.11** It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect on its financial condition or its ability to perform its obligations and duties under this Agreement

**5.1.12** The Licensee/ Consortium have the financial standing and resources to fund the required Equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement

**5.1.13** Each Consortium Member is duly organized and validity existing under the laws of the jurisdiction of incorporation and has full power and authority to consent to this agreement. Each consortium member has validly consented to and requested to enter into this Agreement with the Licensee pursuant to the LOA and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement

**5.1.14** All rights and interests of the Licensee in and to the Project Shall, on the transfer date, pass to and vest in CGHIDB, free and clear of all liens, claims, and Encumbrances without any further act or deed on the part of the Licensee or CGHIDB and that none of Project Assets including materials, supplies or equipment forming part thereof shall be acquired by the Licensee subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person save and except as expressly provided in this Agreement;

**5.1.15** No representation or warranty by the Licensee contained herein or in any other document furnished by it to CGHIDB, or to any Governmental 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 which shall not be misleading.

**5.1.16** It warrants that no sums, in cash or kind, have been paid or will be paid by or on behalf of the Licensee, to any person by way of fees, commission or otherwise for rights granted herein or entering into this Agreement or for influencing or attempting to influence any officer or employee of CGHIDB in connection therewith.

**5.1.17** All information provided by the {Licensee/ Consortium Members} in response to the Request for Proposal or otherwise, is to the best of its knowledge and belief, true and accurate in all material respects; and

**5.1.18** All undertakings and obligations of the Licensee arising from the Request for Proposal or otherwise shall be binding on the Licensee as if they form part of this Agreement.

### 5.2. Representations and warranties of CGHIDB

CGHIDB represents and warrants to the Licensee that:

5.2.1 CGHIDB is duly organized and validly existing under the laws of India.

**5.2.2** CGHIDB has full rights and power and CGHIDB to execute, deliver and perform its

obligations under this Agreement and to carry out the transactions contemplated hereby.

**5.2.3** CGHIDB has taken all necessary action to authorize the execution, delivery and performance of this Agreement.

**5.2.4** This Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof; and

**5.2.5** As per the knowledge of CGHIDB there is no violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Material Adverse Effect on CGHIDB's ability to perform its obligations under this Agreement.

**5.2.6** To the best of CGHIDB's knowledge and belief, Project Site is free from all Encumbrances and litigations and has been constructed in accordance with the Applicable Law.

**5.2.7** To the best of CGHIDB's knowledge and belief, there are no actions, suits, proceedings or investigations pending against it, at law or in equity, before any court or governmental agency, the outcome of which may result in the breach of or constitute a default of CGHIDB under this Agreement, or constitute a default of CGHIDB under this Agreement or which may result in the termination of the Agreement or result in impairment of CGHIDB's ability to perform its obligations and duties under this Agreement.

5.2.8 **CGHIDB** has complied with Applicable Laws in all material respects; and CGHIDB has legal right, power to develop, manage and operate the Project up to the Appointed Date.

# 6. ARTICLE 6: OBLIGATIONS OF LICENSEE

## 6.1. General Obligations

**6.1.1** Subject to and on the terms and conditions of this Agreement, the Licensee shall, at its own cost and expense, implement the Project, procure finance for and undertake the construction, development, designing, re-designing, refurbishment, equipping, operation and maintenance of the Project and observe, fulfil, comply with and perform all its obligations set out in this Agreement or arising hereunder.

**6.1.2** The Licensee shall arrange for and procure, at its own cost and risk, all infrastructure facilities and utilities for the construction, development, designing, re-designing, refurbishment, equipping, operation and maintenance of the Project, including procuring connection for and supply of electricity, water, gas and other utilities as may be necessary or required for the operation of the Project. The Licensee shall obtain all Applicable Permits and comply with the conditions thereunder for the procurement and use of such infrastructure facilities and utilities.

**6.1.3** During the Contract Period, the Licensee shall obtain from the relevant Government Instrumentalities, the Applicable Permits (other than the Applicable Permits required to be obtained by the CGHIDB under Clause 4.1.3, if any) and keep in force and comply with the conditions of all Applicable Permits for the construction, development, designing, re-designing, refurbishment, equipping, operation and maintenance of the Project and upon Termination, the transfer of all the Project to the CGHIDB.

**6.1.4** The Licensee shall comply with all Applicable Laws and conditions of all Applicable

Permits (including Ensuring they remain valid and are enforced as required.) while performing its obligations under this Agreement. Further, the Licensee shall ensure and procure that its Contractors, if any, comply with all Applicable Permits and Applicable Laws during their performance of any of the Licensee's obligations under this Agreement.

**6.1.5** The Licensee shall pay the Upfront Development Premium and Annual License Fee to the CGHIDB in accordance with Article 16.

**6.1.6** The Licensee shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:

a. procure, as required, the appropriate proprietary rights, licences, agreements and permissions for materials, methods, processes and systems used or incorporated into the Project.

b. perform and fulfil its obligations under the Financing Agreements.

c. make reasonable efforts to maintain harmony and good industrial relations among the personnel employed by it or its Contractors in connection with the performance of its obligations under this Agreement.

d. not do or omit to do any act, deed or thing which may in any manner violates any provision of this Agreement.

e. ensure that the Users are treated with due courtesy and consideration and provided with ready access to services and information.

f. procure registration from the relevant local competent Authorities and Government of CG.

g. always act in a manner consistent with the provisions of this Agreement and not cause or fail to do any act, deed or thing, whether intentionally or otherwise, which may in any manner violate any of the provisions of this Agreement or Applicable Laws and Applicable Permits.

h. procure that all equipment and facilities comprising the Project are developed, operated and maintained in accordance with the Specifications and Standards, Maintenance Requirements, Safety Requirements and Good Industry Practice.

i. support, cooperate with and facilitate the CGHIDB in the implementation and operation of the Project in accordance with the provisions of this Agreement.

j. transfer all the Project Facilities Assets to the CGHIDB upon Termination in accordance with the provisions of this Agreement.

## 6.2. Obligations relating to Project Agreements

**6.2.1** Undertake the Development Works in accordance with the guidelines as provided in Schedule B.

**6.2.2** The Licensee shall not make any addition, replacement or amendments to any of the Financing Agreements without the prior written consent of the CGHIDB, if such addition, replacement or amendment has, or may have, the effect of imposing or increasing any financial liability or obligation on the CGHIDB, and in the event that any

replacement or amendment is made without such consent, the Licensee shall not enforce such replacement or amendment and shall not permit such enforcement thereof against the CGHIDB. For avoidance of doubt, the CGHIDB acknowledges and agrees that it shall not unreasonably withhold its consent for restructuring or rescheduling of the debt of the Licensee.

6.2.3 Notwithstanding anything to the contrary contained in this Agreement, the Licensee shall not sub-lease, sub-license, assign or in any manner create an Encumbrance on any of the Project Assets as the case may be, without prior written approval of the CGHIDB, which approval the CGHIDB may, in its discretion, deny if such sub-lease, sub-license, assignment or Encumbrance has or may have a breach Adverse Effect on the rights and obligations of the CGHIDB under this Agreement or Applicable Laws.

**6.2.4** It is be noted that the bidder if selected, no later than 3 (three) months after Appointed Date (Appointed Date as defined under the License Agreement), shall be required to enter into an agreement for Construction and Development of the Project, in accordance with the requirements of the License Agreement, with an entity having experience in construction and development for area as mentioned in Functional Eligible Project(s), as provided in 3,2,1 (a) or (b) or (c) above, for at least three (03) financial years during the last Ten (10) years. In case the Bidder fails to execute such Agreement within the specified time period, the Concession Agreement shall be liable for termination.

### 6.3. Obligations relating to Change in Ownership

**6.3.1** The Licensee shall not undertake or permit any Change in Ownership except with the prior written approval of the CGHIDB.

**6.3.2** Notwithstanding anything to the contrary contained in this Agreement, the Licensee agrees and acknowledges that during the Contract Period:

a) all acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate 25% (twenty-five per cent) or more of the total Equity of the Licensee; or

b) acquisition of any control directly or indirectly of the Board of Directors of the Licensee by any person either by himself or together with any person or persons acting in concert with him,

shall constitute a **"Change in Ownership"** requiring prior approval of the CGHIDB from national security and public interest perspective, the decision of the CGHIDB in this regard being final, conclusive and binding on the Licensee, and undertakes that it shall not give effect to any such acquisition of equity or control of the Board of Directors of the Licensee without such prior approval of the CGHIDB. For avoidance of doubt, it is expressly agreed that approval of the CGHIDB hereunder shall be limited to national security and public interest perspective, and the CGHIDB shall endeavour to convey its decision thereon expeditiously. It is also agreed that the CGHIDB shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Licensee from any liability or obligation under this Agreement.

For the purposes of this Clause 6.3.2

a) the expression acquirer, control and person acting in concert shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 2011 or any statutory re-enactment thereof as in force as on the date of acquisition of Equity, or the control of the Board of Directors, as the case may be, of the Licensee;

b) the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of the shares of the Licensee; and

c) power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies, whether situated in India or abroad, the Equity of the Licensee, not less than half of the directors on the Board of Directors of the Licensee or of any company, directly or indirectly whether situate in India or abroad, having ultimate control of not less than 25% (twenty five one per cent) of the Equity of the Licensee, shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the Licensee.

### 6.4. Obligations relating to management of the Licensee

The Licensee shall not, without the prior written approval of the CGHIDB, undertake or cause to be undertaken, any action for all or any of the following or any matter incidental or consequential thereto:

a) to alter or add to the provisions of the memorandum of association.

b) to alter or add to the articles of association.

c) to change the name of the Licensee.

d) to reduce or increase the share capital.

e) to commence any new lines of business.

f) to consent to a director or his or her relative or partner or firm or private company holding an office or place of profit, except that of managing director, manager, banker, or trustee for debenture-holders of the Licensee.

g) to make inter-corporate-loans and investments or guarantee or security (except where such security or payment is to be made to the CGHIDB) to be given, if the aggregate amount thereof, exceeds the limit of 30% (thirty per cent) of the Licensee's paid- up share capital.

h) to apply for corporate insolvency proceedings under the Insolvency and Bankruptcy Code, 2016.

i) for various other matters pertaining to the winding up of the Licensee; and

j) any other matter which is required by the Companies Act to be passed by a special resolution of the shareholders of the Licensee.

### 6.5. Obligation relating to employment of foreign nationals

The Licensee acknowledges, agrees and undertakes that employment of foreign personnel by the Licensee and/or its Contractors and their sub-contractors shall be in accordance with Applicable Laws and subject to grant of Applicable Permits, including employment or residential visas and work permits. The Licensee shall obtain such Applicable Permits at its own cost and expense. Notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain any such permit or approval by the Licensee or any of its Contractors or sub-contractors shall not constitute a Force Majeure Event, or allow any extension of time to the Licensee for performance of its obligations under this Agreement and shall not in any manner excuse the Licensee from the performance and discharge of its obligations and liabilities under this Agreement.

### 6.6. Obligations relating to employment of trained personnel

The Licensee shall ensure that the personnel engaged by it or by its Contractors in the performance of its obligations under this Agreement are duly qualified and at all times properly trained with adequate and state-of-the-art training for their respective functions.

### 6.7. Obligations relating to aesthetic quality of the Project Facilities

6.8. The Licensee shall maintain a high standard in the appearance and aesthetic quality of the Project Facilities and achieve integration of the Project Facilities with the character of the surrounding landscape through both appropriate design and sensitive management of all visible elements for all the Project Site. The Licensee shall engage professional architects of repute for ensuring that the design of the Project Facilities Project Facilities

The Licensee may, in its discretion, name or brand the Project Facilities or any part thereof in accordance with the Applicable Laws and Applicable Permits.

### 6.9. Facilities for physically challenged and elderly persons

The Licensee shall, in conformity with the guidelines issued from time to time by the Ministry of Social Justice and Empowerment, GOI or a substitute thereof and any policy issued by the Government of Jammu and Kashmir, procure a barrier free environment for the physically or visually challenged and for elderly persons using the Project Facilities.

### 6.10. EHS Standards and L&FS Standards

6.11.1 The Licensee shall at all times and throughout the Contract Period comply with Applicable Laws including the relevant "Environmental, Health and Safety" (the "**EHS**") rules and regulations and "Life and Fire Safety Standards" (the "**L&FS Standards**").

6.11.2 The Licensee shall prepare and comply with the performance standards, including an environmental and sustainability plan stating how the Licensee intends to manage and mitigate risks in relation to EHS. Such performance standards shall take into consideration the principles set out in:

a) National EHS regulations (http://www.moef.nic.in/ and others);
b) Real Estate (Regulation and Development) Act, 2016.
c) National Building Code of India published by BIS (http://www.bis.org.in/) and other statutory BIS standards applicable to projects of similar nature; and
d) L&FS Standards.

### 6.11. Obligations relating to Taxes

The Licensee shall pay within the prescribed time, at all times during the subsistence of this Agreement, all Taxes including GST, fees, levies, duties, cesses and all other statutory charges payable in respect of the Project Facilities and Project Infrastructure. Provided, however, that all payments made by the Licensee with respect to goods and services taxes ("GST") levied on or in respect of any services provided by the Licensee to the CGHIDB for and in respect of the Project Facilities and the Project Infrastructure shall be paid by the CGHIDB upon receipt of particulars thereof.

### 6.12. Obligations relating to Project Facilities

a. The Licensee shall at all times operate the Project Facilities in accordance with the Applicable Laws, Applicable Permits, Good Industry Practice and the provisions of this Agreement.

b. The Licensee shall use the Project Site (s) only for the construction, development, designing, re-designing, refurbishment, equipping, operation and maintenance of the Project Facilities and Project Infrastructure and any use thereof in violation of Applicable Laws or this Agreement shall constitute a Licensee's Event of Default.

c. The Licensee shall complete the construction, development, designing, re-designing, refurbishment, equipping of the Project Facilities at Project Site specified in the Schedule A to achieve Project COD in accordance with the provisions of Article 15.

d. The Licensee shall employ trained personnel for providing Hospitality including Club Services.

### 6.13. Obligations relating to information

6.14.1 Without prejudice to the provisions of Applicable Laws, Applicable Permits and this Agreement, upon receiving a notice from the CGHIDB for any information that it may reasonably require or that it considers may be necessary to enable it to

perform any of its functions, the Licensee shall provide such information to the CGHIDB forthwith and in the manner and form required by the CGHIDB.

6.14.2 After receiving a notice from the CGHIDB for reasoned comments on the accuracy and text of any information relating to the Licensee's activities under or pursuant to this Agreement which the CGHIDB proposes to publish, the Licensee shall provide such comments to the CGHIDB in the manner and form required by the CGHIDB.

6.14.3 The Licensee shall also commission, operate and maintain a comprehensive website exclusively for the Project (the "Project Website"). The following information shall be provided on the Project Website and updated on a real-time basis, among others:

a) availability of the number of Keys in each category.
b) Hospitality and club services available at the Project Facilities.
c) tariff for the Keys of each category.
d) availability of conference rooms and rooms for hosting events and the procedure to book them.
e) facility for providing feedback, registering complaints etc.
f) address and contact information with email ID and contact number; and
g) information for tourists and activities.

### 6.14. Obligations relating to other charges

The Licensee shall make timely payments for all utility services in respect of the Project Site(s) Project Assets, Project Facilities and Project Infrastructure, including water, sewage, electricity, telecommunication, internet and cable charges etc.

## 7. ARTICLE 7: OBLIGATIONS OF THE CGHIDB

### 7.1. General Obligations of the CGHIDB

7.1.1 The CGHIDB shall, at its own cost and expense, undertake, comply with and perform all its obligations set out in this Agreement.

7.1.2 Subject to and in accordance with the provisions of this Agreement and Applicable Laws, the CGHIDB agrees to provide support to the Licensee and undertakes to observe, comply with and perform the following:

a. transfer all the Project Site (s) on license basis free from Encumbrance to the Licensee from the Government Instrumentality and ensure that no barriers are erected or placed on or about the Project Site(s) and/or Project Facilities by any Government Instrumentality or persons claiming through or under any Government Instrumentality, except for reasons of Safety Requirements, Emergency, national security, or law and order;

b. Provide Project Site(s) on "as is where is basis" without any human resource with the Licensee having no liability towards the employees or contractors working at the Project Site (s).

c. not do or omit to do any act, deed or thing which may in any manner violate the provisions of this Agreement.

Notwithstanding anything in this Article, the CGHIDB shall not be required to provide any financial support or financial assistance to the Licensee.

### 7.2. Obligations relating to refinancing

Without prejudice to any rights or remedies of the CGHIDB under this Agreement or otherwise, upon request made by the Licensee to this effect, the CGHIDB shall, in conformity with any regulations or guidelines that may be notified by the Government Instrumentality, permit and enable the Licensee to secure refinancing, in whole or in part, of the Debt Due on such terms as may be agreed upon between the Licensee and the entity providing such refinancing. Provided, however, that the refinancing hereunder shall always be subject to the prior consent of the CGHIDB, and subject to the condition that the refinancing shall not result in any Encumbrance on any Project Site, which consent shall not be unreasonably withheld. For avoidance of doubt, the tenure of debt refinanced hereunder may be determined mutually between the Senior Lenders and the Licensee, but the repayment thereof shall be completed by no later than two (2) year prior to the expiry of the Contract Period.

## 8. ARTICLE 8: DISCLAIMER

### 8.1. Acceptance of Project Site

8.1.1 The Licensee acknowledges that it has undertaken a due diligence over the Project Site, and all aspects of the Project. For the purposes of this Agreement, Licensee shall be deemed to have: -

a. inspected complete project site including every building and its surroundings
b. satisfied itself as to the climatic conditions, noise level, hydrological and general physical conditions of Project Site, the nature of the ground and subsoil, the proposed form and nature of the Project, existing structure, existing infrastructure, and the nature of the design, work and materials if necessary for the performance of its obligations under this Agreement.
c. satisfied itself regarding the means of communication, access to and accommodation at Project Site, as may be required or otherwise necessary for the performance of its obligations under this Agreement
d. obtained all necessary information as to the risks, contingencies and all other circumstances which may influence or affect its rights and obligations hereunder and its other rights and obligations under or pursuant to this Agreement
e. has determined the nature and extent of the difficulties, inputs, costs, time, resources, risks and hazards that are likely to arise or may be faced by it in the course of the performance of its obligations under this Agreement and for undertaking the Project.

**8.2.** Licensee further acknowledges that Licensee or any entity claiming under licensee shall have no recourse against CGHIDB if at any later date the licensee , found that the Project Site is deficient in any manner whatsoever, and in the event of any mistake made or misapprehension harboured by the Licensee in relation to any of the foregoing provisions of Article 8. If a deficiency is found, Licensee acknowledges and agrees that it shall, at its own cost, take all appropriate remedial measures to overcome the deficiency the same in order to undertake the Project.

**8.3.** Licensee acknowledges and hereby accepts the difficulties, inputs, costs, time, resources, risks and hazards associated with the performance of its obligations hereunder and hereby agree that CGHIDB shall not be liable for the same in any manner whatsoever to Licensee, other than as expressly provided in this Agreement.

**8.4.** It is clarified that all fossils, antiquities, structures and/or other remains or things either of archaeological or of particular geological interest discovered at Project Site or in the course of carrying out any work shall not be the property of Licensee and Licensee shall have no right or interest in such fossils, antiquities and structures.

**8.5.** Deemed Knowledge and Disclaimer

Subject to the provisions of this Agreement, the Licensee shall be fully and exclusively responsible for, and shall bear the financial, technical, commercial, legal and other risks in relation to the development, maintenance, operation and management of the Project and all its other rights and obligations under or pursuant to this Agreement regardless of whatever risks, contingencies, circumstances and/or hazards may be encountered (foreseen or not foreseen) and notwithstanding any change(s) in any of such risks, contingencies, circumstances and/or hazards on exceptional grounds or otherwise and whether foreseen or not foreseen and the Licensee shall have no right whether express or implied to bring any claim against, or to recover any compensation or other amount from, CGHIDB and/or any of their agencies other than those matters in respect of which express provision is made in this Agreement.

## 9. ARTICLE 9: PERFORMANCE GUARANTEE/ SECURITY

**9.1.** The Operation and Maintenance Performance Security: The Successful Bidder shall, at the time of issuance of Letter of Award from the CGHIDB, submit the Performance Security in form of the Bank Guarantee. The Performance Security shall be payable to Commissioner, CGHIDB and shall be kept valid throughout the Term of agreement.

**9.2.** In the event CGHIDB draws on the Performance Security, in part or in full, to recover the liquidated damages/ losses, payable/recoverable in accordance with the Agreement, the Licensee shall forthwith restore the value of the Performance Guarantee to such value which existed prior to such draw by CGHIDB. In the event the Licensee fails to restore the Performance Security, CGHIDB shall be entitled to encash the same and the Licensee shall, within the time so granted at the sole discretion of CGHIDB, shall have to submit a fresh Performance Guarantee.

**9.3.** In the Events of Default by Licensee, in the due and faithful performance of its obligations under this Agreement and failing to remedy such default within the Cure Notice period as set out in this Agreement, CGHIDB shall without prejudice to its other rights and remedies hereunder be entitled to encash and appropriate the Performance Security as damages for such default. Upon such encashment and appropriation of the Performance Guarantee, CGHIDB shall grant such time in its sole discretion to the

Licensee to replenish the said Performance Security.

**9.4.** In the event the Licensee fails to replenish or submit a fresh Performance Security to CGHIDB within the time as aforementioned, CGHIDB shall be entitled to terminate this Agreement in accordance with the provisions mentioned hereunder.

**9.5.** Upon expiry or earlier termination of this Agreement, if there are any dues payable by the Licensee, or in the event of default of payment of any sums determined by CGHIDB, CGHIDB shall have the right to encash and apportion such amount due from the Performance Security before returning the same.

**9.6.** In case this Agreement is terminated due to Licensee's default, CGHIDB shall have the right to invoke the Performance Security.

**9.7.** Provided if the Agreement is terminated due to any event other than the Licensee's Event of Default or any other reason in which, as per terms hereof, the Performance Security may be invoked, the Performance Security, subject to the CGHIDB's right to receive amounts, if any, due from the Licensee under this Agreement, shall be refunded to the Licensee.

## 10. ARTICLE 10: RIGHT OF WAY

### 10.1. The Project Site

The site of the Club and the Project Facilities shall comprise the land as described in Schedule A and Schedule B (permissible for development), and in respect of which the Right of Way shall be provided and granted by the CGHIDB to the Licensee on License basis under and in accordance with this Agreement.

The access road within the Project Site which connects VIP road to vidhayak Colony is common for the public including members of Vidhayak Colony.

### 10.2. License, Access to the Project Site

**10.2.1** The CGHIDB hereby grants to the Licensee access to the Project Site for carrying out surveys, investigations and soil tests of the Project Site that the Licensee may deem necessary prior to the Appointed Date, it being expressly agreed and understood that the CGHIDB shall have no liability whatsoever in respect of the survey, investigations and tests carried out or work undertaken by the Licensee on or about the Project Site pursuant hereto in the event of Termination or otherwise.

**10.2.2** In consideration of the License Fee, this Agreement and the covenants and warranties on the part of the Licensee herein contained, the CGHIDB, in accordance with the terms and conditions set forth herein, hereby grants to the Licensee, commencing from the Appointed Date, license rights in respect of land (Specified in Schedule A and Schedule B which is permissible for development). The Project Site shall be handed-over to the Licensee and provided on an 'as is where is' basis, free of any Encumbrances, to develop, operate and maintain the Project, together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the Project Site, hereditaments or premises or any part thereof belonging to or in any way appurtenant thereto or enjoyed therewith, for the duration of the Contract Period and, for the purposes permitted under this Agreement, and for no other purpose whatsoever.

10.2.3 The license, access, Right of Way and all other rights to the Project Site granted under this Agreement by the CGHIDB to the Licensee shall always be subject to existing rights of way.

**10.2.4** It is expressly agreed that the Licensee's rights to the Project Site shall terminate automatically and forthwith, without the need for any action to be taken by the CGHIDB, upon the Termination of this Agreement for any reason whatsoever. For avoidance of doubt, the Parties expressly agree that notwithstanding any temporary or permanent structures except permissible under this agreement erected on the Project Site by the Licensee or its Contractors, the rights of the Licensee in respect of the Project Site shall automatically terminate, without any further act of the Parties, upon Termination of this Agreement.

**10.2.5** The Licensee hereby irrevocably appoints the CGHIDB (or its nominee) to be its true and lawful attorney, to execute and sign in the name of the Licensee a transfer or surrender of the rights granted hereunder at any time after the License Period has expired or has been Terminated in terms hereof, whichever is earlier, a sufficient proof of which shall be the declaration of any duly authorised officer of the CGHIDB, and the Licensee consents to it being registered for this purpose. It is expressly agreed that trees on the Project Site are the property of the CGHIDB except that the Licensee shall be entitled to exercise usufructuary rights the thereon during the Agreement Period.

**10.3. Procurement of the Project Site**

**10.3.1** Pursuant to the notice specified in Clause 4.1.2, the CGHIDB Representative and the Licensee shall, on a mutually agreed date and time but in any event not later than [10 (ten)] days prior to the Appointed Date, inspect the Project Site and prepare a memorandum containing an inventory of the Project Site including the vacant land, buildings, structures, road works, trees and any other immovable property on or attached to the Project Site, free from any Encumbrance. Such memorandum shall have appended thereto an appendix (the "Appendix") specifying in reasonable detail those parts of the Project Site to which vacant access and Right of Way has not been granted to the Licensee. Signing of the memorandum, in 2 (two) counterparts (each of which shall constitute an original), by the authorized representatives of the Parties shall, subject to the provisions of Clause 10.2.1, be deemed to constitute a valid Right of Way to the Licensee for free and unrestricted use and development of the Project Site which is vacant and free from any Encumbrance during the License Period under

and in accordance with the provisions of this Agreement and for no other purpose whatsoever. For avoidance of doubt, it is agreed that rights, including the Right of Way with respect to the parts of the Project Site as set forth in the Appendix shall be deemed to have been granted to the Licensee upon vacant access thereto being provided by the CGHIDB to the Licensee.

**10.3.2** In case of any dispute between the Licensee and the CGHIDB in relation to the survey of the Project Site and the Appendix, the decision of the CGHIDB shall prevail and shall be binding on the Licensee.

**10.3.3** For avoidance of doubt, the CGHIDB acknowledges and agrees that the Appendix shall not include any land which may prevent the development, operation and maintenance of the Club.

10.3.4 Upon and after signing the memorandum referred to in Clause 10.3.1, and until the Transfer Date, the Licensee shall maintain a round-the-clock vigil over the Project Site and shall ensure and procure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof, the Licensee shall report such encroachment or occupation forthwith to the CGHIDB and undertake its removal at its own cost and expense.

## 11. ARTICLE 11: DEVELOPMENT OF HOTEL WITHIN CLUB AREA

### 11.1. Obligations relating to Development Works

11.1.1 Prior to the commencement of Development Works, the Licensee shall, along with the Drawings:

a) submit to the CGHIDB its detailed design, construction methodology, quality assurance procedures, and the procurement, engineering and construction time schedule for completion of the Project in accordance with the Project Completion Schedule as set forth in Schedule C.

b) appoint its representative duly authorised to deal with the CGHIDB in respect of all matters under or arising out of or relating to this Agreement; and

c) undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of construction under and in accordance with this Agreement, Applicable Laws and Applicable Permits.

11.1.2 The Licensee acknowledges and agrees that any or all Development Works which are in any manner attached to the floors, walls or ceiling, including any linoleum or other floor coverings of similar character that may be cemented or otherwise adhesively affixed to the floor, and any heating, ventilating or air-conditioning equipment, the removal of which may cause any damage to the Project Site, shall remain upon the Project Site, and shall be transferred to the CGHIDB upon Termination, without any cost to the CGHIDB; provided, however, that the CGHIDB may, by written notice to the Licensee, require the removal of such alteration or addition, in which case the Licensee shall repair, at its own cost and expense, any and all damages to the Project Site resulting from such removal. For the avoidance of doubt, the Parties agree that the Licensee shall at all times be entitled to remove any fixtures and furniture installed by it on the Project Sites Subject to repairing any damage if caused by removal of the same.

### 11.2. Drawings

In respect of the Licensee's obligations relating to the Drawings of the Project Facilities at the Project Sites, the following shall apply:

a) the Licensee shall prepare and submit, with reasonable promptness and in such sequence as is consistent with the Project Completion Schedule, the copies of all Drawings to the CGHIDB for review. Such Drawings shall be prepared for the Project Facilities taking into account the capacities envisaged under the Mandatory Development Obligations.

b) by submitting the Drawings for review to the CGHIDB, the Licensee shall be deemed to have represented that it has determined and verified that the design and engineering are in conformity with the Scope of the Project, the Specifications and Standards, Applicable Laws and Good Industry Practice.

c) within 15 (fifteen) days of the receipt of the Drawings, the CGHIDB shall review the same and convey its observations to the Licensee with particular reference to their conformity or otherwise with the scope of Project and the Specifications and Standards. The Licensee shall not be obliged to await the observations of the CGHIDB on the Drawings submitted pursuant hereto beyond the specified period and may begin or continue Development Works at its own discretion and risk.

d) if the aforesaid observations of the CGHIDB indicate that the Drawings are not in conformity with the Scope of the Project for of the Project Site and the Specifications and Standards, such Drawings shall be revised by the Licensee and resubmitted to the CGHIDB for review within 7 (seven) days. The CGHIDB shall give its observations, if any, within 7 (seven) days of receipt of the revised Drawings.;

e) no review or observation of the CGHIDB and/or its failure to review or convey its observations on any Drawings shall relieve the Licensee of its obligations and liabilities under this Agreement in any manner nor shall the CGHIDB or the CGHIDB be liable for the same in any manner.

f) without prejudice to the foregoing provisions of this Clause 11.2, the Licensee shall submit to the CGHIDB for review and comments, its Drawings relating to the locations and layout of the Project Facilities and general arrangement drawings for each of the Project Sites thereof and the CGHIDB shall have the right but not the obligation to undertake such review and provide its comments, if any, within 30 (thirty) days of the receipt of such Drawings. The provisions of this Clause 11.2 shall apply mutatis mutandis to the review and comments thereunder.

g) within 90 (ninety) days of the Project COD, the Licensee shall furnish to the CGHIDB a complete set of as-built Drawings for each of the Project Sites under this Agreement, in 2 (two) hard copies and its editable digital format or in such other medium as may be acceptable to the CGHIDB, reflecting the Project Facilities and the Project Infrastructure, as actually designed, re-designed, engineered and constructed, including an as-built survey illustrating the layout of the Project Facilities and Project Infrastructure and setback lines, if any, of the buildings and structures forming part of the Project. It is clarified that the Licensee shall submit the Drawings in accordance with Schedule B.

### 11.3. Construction, and Development of Project

11.3.1 On or after the Appointed Date, the Licensee shall undertake development of the Project Facilities on the Project Sites as specified in Schedule B, and in conformity with the Specifications and Standards set forth in Schedule B (the "**Mandatory Development Obligations**"). The Licensee shall undertake the Mandatory Development Obligations, where the Development Works shall commence from the Appointed Date and shall be completed in accordance with the Project Completion Schedule as set forth in Schedule C.

11.3.2 The Licensee shall develop the Project in accordance with the Project Completion Schedule set forth in Schedule C. In the event that the Licensee fails to achieve any Project Milestone within 30 (thirty) days from the date set forth for such Project Milestone in Schedule C, unless such failure has occurred due to Force Majeure or for reasons solely and directly attributable to the CGHIDB, it shall pay Damages to the CGHIDB in a sum calculated at the rate of 0.2% (zero point two per cent) of the amount of Performance Security for delay of each day until such Project Milestone is achieved up to a maximum of 20% (twenty per cent) of the amount of Performance Security; provided that if any or all Project Milestones or the Scheduled Completion Date are extended in accordance with the provisions of this Agreement, the dates set forth in Schedule C shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Schedule C has been amended as above; provided further that in the event Project COD is achieved on or before the Scheduled Completion Date, the Damages paid under this Clause 11.3.2 shall be refunded by the CGHIDB to the Licensee, but without any interest thereon. For avoidance of doubt, it is agreed that recovery of Damages under this Clause 11.3.2 shall be without prejudice to the rights of the CGHIDB under this Agreement or otherwise including the right of Termination thereof.

11.3.3 In the event that the Development Works pertaining to the Mandatory Development Obligations is not completed within 180 (one hundred and eighty) days from the Scheduled Completion Date, unless the delay is on account of reasons solely attributable to the CGHIDB or due to Force Majeure, the CGHIDB shall be entitled to terminate this Agreement. Without prejudice to the CGHIDB's rights under this Agreement and/or any other right that it may have under Applicable Laws or equity, the CGHIDB may in its sole discretion choose not to terminate this Agreement after the said period of 180 (one hundred and eighty) days and allow for a weekly extension beyond such period of 180 (one hundred and eighty) days; provided that the Licensee agrees and pays in advance, the Damages calculated in accordance with Clause 11.3.2 above, for each day of such extension. To the extent that the CGHIDB has agreed to allow for an extension and the Licensee has paid the Damages in advance as stated above, the CGHIDB shall not terminate this Agreement in accordance with the provisions of this Clause 11.3.3. Notwithstanding the foregoing, the Parties agree that this Article shall not prejudice, in any manner whatsoever, the CGHIDB's right of Termination under any other provision of this Agreement.

### 11.4. Tests

11.4.1 No later than 30 (thirty) days prior to the likely completion of the Development Works, the Licensee shall notify the CGHIDB of its intent to subject the Project Facilities to

Tests. The date and time of each of the Tests shall be determined by the CGHIDB in consultation with the Licensee and notified to the CGHIDB who may designate its representative to witness the Tests. The Licensee shall provide such assistance as the CGHIDB may reasonably require for conducting the Tests. In the event of the Licensee and the CGHIDB failing to mutually agree on the dates for conducting the Tests, the Licensee shall fix the dates, but not less than 10 (ten) days' notice to the CGHIDB.

11.4.2 All Tests shall be conducted in accordance with Schedule D at the cost and expense of the Licensee. The CGHIDB shall observe, monitor and review the results of the Tests to determine compliance of the Project Facilities at Project Sites with the Specifications and Standards and if it is reasonably anticipated or determined by the CGHIDB during the course of any Test that the performance of the Project Facilities and or any part thereof does not meet the Specifications and Standards, it shall have the right to suspend or delay such Test and require the Licensee to remedy and rectify the defects or deficiencies. Upon completion of each Test, the CGHIDB shall provide to the Licensee and the CGHIDB, copies of all Test data including detailed Test results. For avoidance of doubt, it is expressly agreed that the CGHIDB may require the Licensee to carry out or cause to be carried out additional Tests, in accordance with Good Industry Practice, for determining the compliance of the Project Facilities and Project Infrastructure with the Specifications and Standards.

## 12. ARTICLE 12: MONITORING OF DEVELOPMENT WORKS

### 12.1. Monthly progress reports

During the Construction Period, the Licensee shall, within 7 (seven) days after the end of each month, furnish to the CGHIDB a monthly report on progress of the Development Works at each of the Project Sites and shall promptly give such other relevant information as may be required by the CGHIDB. The provisions of this Article 12 shall apply mutatis mutandis to the Development Works undertaken for the Mandatory Development Obligations.

### 12.2. Inspection

The Development work being carried out by the licensee has to be completed within the prescribed period. The CGHIDB shall have the right to supervise the development work and the licensee will be bound to allow the CGHIDB to inspect the development work being carried out by the Licensee. The CGHIDB can also demand for the joint inspection of the project to ensure the quality and timely completion of the development work. The Joint Inspection will be carried out in the presence of representatives of the both the parties and the report of the Joint Inspection has to be submitted before the Executive Engineer, Division- III, CGHIDB. On the basis of the Joint Inspection Report the CGHIDB may issue instructions/suggestions for the removal of the shortcomings, if any, pointed out in the Inspection Report. The licensee shall be bound to remove/rectify the defects/shortcomings within 15 days of notice of defects.

Notwithstanding the foregoing, such inspection or submission of Inspection Report by the CGHIDB shall not relieve or absolve the Licensee of its obligations and liabilities hereunder in any manner whatsoever.

### 12.3. Tests

12.3.1 For determining that the Development Works at each of the Project Sites conform to the Agreement, Specifications and Standards, the CGHIDB shall require the Licensee to carry out or cause to be carried out Tests, at such time and frequency and in such manner as may be specified by the CGHIDB from time to time in accordance with Good Industry Practice for quality assurance. The size of sample for such Tests shall, to the extent possible not exceed 10% (ten per cent) of the quantity and/or number of Tests that the owner or builder of such works would normally undertake in accordance with Good Industry Practice. The Licensee shall, with due diligence, carry out or cause to be carried out all the Tests in accordance with the instructions of the CGHIDB and furnish the results thereof to the CGHIDB. One half of the costs incurred on such Tests, and to the extent certified by the CGHIDB as reasonable, shall be reimbursed by the CGHIDB to the Licensee. Provided however, that the CGHIDB may, instead of carrying out the Tests specified hereunder, at its option decide to witness, or participate in, any of the Tests to be undertaken by the Licensee for its own quality assurance in accordance with Good Industry Practice, and in such an event, the Licensee shall cooperate with, and provide the necessary assistance to, the CGHIDB for discharging its functions hereunder. For avoidance of doubt, the costs to be incurred on any Test which is undertaken for determining the rectification of any defect or deficiency in construction shall be borne solely by the Licensee.

12.3.2 In the event that results of any Tests conducted under this Clause 12.3 finds any defects or deficiencies in the Development Works, the Licensee shall carry out remedial measures and furnish a report to the CGHIDB in this regard. The CGHIDB shall require the Licensee to carry out or cause to be carried out Tests to determine that such remedial measures have brought the Development Works into compliance with Specifications and Standards, and the procedure under Clause 12.3 shall be repeated until such Development Works conform to the Specifications and Standards. For avoidance of doubt, it is agreed that the Tests pursuant to this Clause 12.3 shall be undertaken in addition to and independent of the Tests carried out by the Licensee for its own quality assurance in accordance with Applicable Laws, Applicable Permits and Good Industry Practice. It is also agreed that a copy of the results of such Test shall be sent by the Licensee to the CGHIDB forthwith.

### 12.4. Delays during construction

Without prejudice to the provisions of clause 11.1, in the event that the rate of progress of the development works indicates that the Mandatory Development obligations are unlikely to be completed with the stipulated time period, the Licensee shall promptly notify CGHIDB. Thereafter the Licensee shall, at fortnightly intervals, provide CGHIDB with reasonable details of the measures it proposes to undertake to expedite progress, along with the timeline within which it intends to achieve the Project COD.

## 13. ARTICLE 13: COMPLETION CERTIFICATE

### 13.1. Provisional Certificate

If the Development Works for Project Site is complete as per the Mandatory Development Obligations and all the permits and clearances required for the

commercial operations for the Project Site have been received and the Licensee certifies in writing that the Tests are successful and all the facilities required for rendering Hospitality Services can be safely and reliably placed in commercial operation for the Project Site even though the Development Work for the Project is not entirely completed, the CGHIDB may, at the request of the Licensee, issue a provisional completion certificate, specifying the details of the Project Site which can be put to commercial use (the "**Provisional Certificate**"). Upon issuance of such Provisional Certificate for a Project Site, the Licensee shall be entitled to demand and collect the Revenue for rendering such Hospitality cum Club Services in accordance with this Agreement for the Project Site.

### 13.2. Completion Certificate

13.2.1 Upon the issuance of Provisional Certificate for all the Project Sites, the Licensee shall request the CGHIDB for issuance of the Completion Certificate.

13.2.2 Within 5 (five) days after receiving the request, the CGHIDB shall issue a completion certificate to the Licensee substantially in the form set forth in Schedule I (the "Completion Certificate").

### 13.3. Deemed Completion Certificate

In the event of successful determination by the CGHIDB of the successful completion of all Tests in accordance with Clause 12.1 above or the CGHIDB fails to issue the Completion Certificate to the Licensee within the time specified in Clause 13.2, at the end of such period, such Completion Certificate shall be deemed to have been issued by CGHIDB to the Licensee in accordance with the provisions of this Clause 13.3 (the **"Deemed Completion Certificate"**).

### 13.4. Rescheduling of Tests

If the CGHIDB certifies to the Licensee that it is unable to certify the completion of the facilities required for rendering Hospitality cum Club Services or issue the Completion Certificate, as the case may be, because of events or circumstances on account of which the Tests could not be held or had to be suspended, the Licensee at its own cost and expense, shall be entitled to re-schedule the Tests and hold the same as soon as reasonably practicable. The provisions of this Clause 13.4 shall apply mutatis mutandis to such re- scheduled Tests.

## 14. ARTICLE 14: ENTRY INTO COMMERCIAL SERVICE

### 14.1. Commercial Operation Date

14.1.1 The Mandatory Development Obligations for the Project Sites shall be deemed to be complete when the Completion Certificate or the Deemed Completion Certificate, as the case may be, is issued under the provisions of Article 13, and accordingly the commercial operation date, shall be the date on which such Completion Certificate or the Deemed Completion Certificate, as the case may be, is issued (the "**Project COD**"). The Project shall enter into commercial service on Project COD whereupon the Licensee shall be entitled to provide Hospitality Services and charge Revenue from the Users subject to compliance with Applicable Laws, Applicable Permits, Good Industry Practice and provisions of this Agreement.

14.1.2 The Licensee can start partial commercial operations after completing Mandatory Development Obligations and receiving Provisional Certificate for a Project Site

("Partial COD"). The Licensee shall take the approval of the CGHIDB before partially commencing commercial operations. The Project shall enter into commercial service on Partial COD whereupon the Licensee shall be entitled to provide Hospitality Services and charge Revenue from the Users for the Project Site for which Provisional Certificate has been issued, subject to compliance with Applicable Laws, Applicable Permits, Good Industry Practice and provisions of this Agreement.

14.1.3 The Licensee shall start the commercial operation of existing facilities as specified in Schedule B after repair, refurbishment and upgradation and development of new facilities as per schedules.

14.1.4 [In case the Successful Bidder has qualified solely on the basis of "Developed" or experience of Functional Eligible Projects and did not have operations and maintenance experience as specified in the RFP, the Licensee shall, at least six months prior to the Project COD or Provisional COD, whichever is earlier, enter into an agreement with an entity, having the requisite operations and maintenance experience as per the RFP, for the operations and maintenance of the Project Notwithstanding to the provisions of Clause 15.1 and Clause 15.2, the Licensee shall not be allowed to commence commercial operations of the Project unless the requirement of this Clause 15.1.3, if applicable, are fulfilled by the Licensee. Non-fulfilment of the aforementioned requirement on or before the Project COD or Partial COD, whichever is earlier, shall be an Event of Default of the Licensee.

# 15. ARTICLE 15: OPERATION AND MAINTENANCE

## 15.1. O&M obligations of the Licensee

15.1.1 During the Operation Period, the Licensee shall operate and maintain the Project and the Project Facilities (Existing as well new) in accordance with this Agreement by itself, to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and conform to Specifications and Standards and Good Industry Practice. The obligations of the Licensee hereunder shall include:

a) ensuring safe, hygienic and efficient Hospitality cum Club Services and maintaining a high standard of quality, cleanliness and hygiene in the Project Facilities.

b) undertaking operation and maintenance of the Project Facilities in an efficient, coordinated and economical manner, in compliance with the Specification and Standards.

c) undertaking operation and maintenance of the Project facilities in accordance with the Specification and Standards, operation and maintenance manual provided by the original equipment manufacturers and the terms of this Agreement to ensure that the Licensee is able to optimally use the Project facilities during the Operation Period.

d) carrying out periodic preventive maintenance of the Project and Project Facilities.

e) undertaking routine maintenance including prompt repairs of all elements and components of the Project Facilities so as to ensure compliance with the Maintenance Requirements and the Specification and Standards.

f) undertaking major maintenance, replacement of components and parts, repairs to structures, and repairs and development of associated facilities.

g) providing round the clock security at the Project Sites and preventing with the assistance of the concerned law enforcement agencies, any encroachments on or authorised entry on the Project Site.

h) protection of environment and provision of equipment and materials therefor in accordance with the Applicable Laws, Applicable Permits, terms of this Agreement and Good Industry Practice.

i) operation and maintenance of all communication, control and administrative systems necessary for the efficient operation of the Project Facilities and for providing Hospitality cum Tourism Services in conformity with the Good Industry Practice.

j) maintaining a public relations unit to interface with and attend to suggestions from the Users, Government Instrumentality, media and other agencies.

k) complying with the Safety Requirements; and

l) operation and maintenance of all Project Assets diligently and efficiently and in accordance with Applicable Laws, Applicable Permits, Good Industry Practice and provisions of this Agreement.

m) responsible for the acts or defaults of any of its contractors, its agents or employees, as if they were the acts or defaults of the Licensee.

15.1.2 The Licensee shall follow the Good Industry Practice and thereby remove all the surplus machinery, materials, waste materials (If any including, but not limited to hazardous materials and wastewater), garbage and other debris (including but not limited to accident debris) from the project site and shall keep the Project site neat and clean and in conformity with the applicable laws, applicable permits and the provisions of this agreement..

15.1.3 If the Licensee fails to comply with any directions issued by the CGHIDB or any Government Instrumentality acting under any Applicable Laws, as the case may be, and is liable to pay a penalty under the provisions of Applicable Laws, such penalty shall be borne solely by the Licensee and shall not be claimed from the CGHIDB. For avoidance of doubt, payment of any penalty under the provisions of Applicable Laws shall be in addition to and independent of the Damages payable under this Agreement. In the event the CGHIDB is required to pay any penalty to the Government Instrumentality under any Applicable Laws then the CGHIDB shall be entitled to be indemnified by the Licensee under Article 29.

**15.2. Maintenance Requirements**

The Licensee shall procure that at all times during the Operation Period, the Project Facilities are maintained in accordance with the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice (the "**Maintenance Requirements**"),

**15.3. Safety, breakdowns and accidents**

15.3.1 The Licensee shall ensure safe conditions at the Project Sites for the Users and the CGHIDB, and in the event of unsafe conditions, damage, breakdowns and accidents, it shall follow the relevant operating procedures in conformity with the provisions of this

Agreement, Applicable Laws, Applicable Permits and Good Industry Practice. In the event of occurrence of any damage, breakdowns and/or accidents, the Licensee shall undertake removal of obstruction and debris without delay.

15.3.2 Licensee's responsibility for rescue operations in the Project Facilities shall include safe evacuation of all Users, visitors and staff from the affected area as an initial response to any particular incident requiring evacuation and shall also include prompt and safe removal of dangerous spills, leakages, debris or any other obstruction, which may endanger or interrupt the Hospitality and Club services.

**15.4.** Overriding powers of the CGHIDB: If in the opinion of the CGHIDB, the Licensee is in breach of its obligations under this Agreement and in particular, the Maintenance Requirements, and such breach is causing or is likely to cause material hardship or danger to any person or property, the CGHIDB may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Licensee to take reasonable measures immediately for removing such hardship or danger as the case may be.

15.4.2 In the event the Licensee, upon notice under Clause 15.4.1, fails to rectify or remove any hardship or danger within a reasonable period, the CGHIDB may take over the performance of any or all the obligations of the Licensee to the extent deemed necessary by it for removing such hardship or danger; provided that the exercise of such overriding powers by the CGHIDB shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the CGHIDB; provided further that any costs and expenses incurred by the CGHIDB in discharge of its obligations hereunder shall be deemed to be O&M Expenses, and the CGHIDB shall be entitled to recover them from the Licensee in accordance with the provisions of Article 15 along with the Damages specified therein.

**15.5. Restoration of loss or damage to the Project Facilities**

Save and except as otherwise expressly provided in this Agreement, in the event that the Project Facilities and/or Project Infrastructure or any part thereof suffers any loss or damage during the Contract Period from any cause whatsoever, the Licensee shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Project Facilities and Project Infrastructure conforms to the provisions of this Agreement.

**15.6. Modifications to the Project Facilities**

The Licensee shall not carry out any material modifications to the Project Facilities, save and except where such modifications are necessary for the Project Facilities and the Project infrastructure to operate in conformity with the Specifications and Standards, Maintenance Requirements, Good Industry Practice and Applicable Laws without prior notification to the CGHIDB regarding the proposed modifications along with particulars thereof at least 15 (fifteen) days before commencing work on such modifications and shall reasonably consider any suggestions which the CGHIDB may make within 10 (ten) days of receiving Licensee's proposal. For avoidance of doubt if the modification has a Material Adverse Effect on the safety thereof or the safety of Users and other persons, the same shall be subjected to tests and certification specified in Clause 12.3. For avoidance of doubt all modifications hereunder shall

comply with the safety requirements, Specifications and Standards, Applicable Laws, Applicable Permits, terms of this Agreement and Good Industry Practice.

### 15.7. Excuse from performance of obligations

The Licensee shall not be considered in breach of its obligations under this Agreement if any part of the Project Facilities are not available to Users, or the Project Infrastructure is not available for the use of the Project Facilities on account of any of the following for the duration thereof:

(a) a Force Majeure Event.

(b) measures taken to ensure the safe use of the Project Facilities, except when unsafe conditions occurred because of failure of the Licensee to perform its obligations under this Agreement; or

(c) compliance with a request from the CGHIDB or the directions of any Government Instrumentality, the effect of which is to close all or any part of the Project Facilities or Project Infrastructure.

Provided, that any such event and particulars thereof shall be notified by the Licensee to the CGHIDB without any delay.

Notwithstanding the above, the Licensee shall keep all unaffected parts of the Project Facilities open to Users provided that Hospitality cum Tourism Services can be provided safely.

## 16. ARTICLE 16: CONSIDERATION PAYABLE BY LICENSEE

### 16.1. Upfront Premium and Annual License Fee

16.1.1 The Licensee shall pay one-time, non-refundable Quoted Upfront Premium of INR _____ (Rupees _____ only) the "Upfront Premium" to the CGHIDB.

**16.1.2** Upfront Premium shall be paid by the Licensee in two equal instalments. **The first instalment shall be paid within 30 (thirty) days of the issuance of the Letter of Award** and in any case prior to the Execution Date and the second instalment of Upfront Premium shall be paid on or before the Appointed Date.

**16.1.3** 10 % of the quoted Upfront Premium will be the Annual License Fee to be paid by the Licensee. The Annual License Fee is to be paid in quarterly i.e. the first instalment shall be paid by 30th April, second by 31st July, third by 31st October and the last one by 31st January respectively of each Financial year during the License Period or term of the Project. The bidder is bound to pay the first instalment of the License Fee within 30 days of Appointed Date. For e.g. if the Appointed Date happened on from 31st March 2026, the bidder needs to pay the License Fee for April to June 2025 by 30th April 2025 and thereafter following the same process as defined above.

**16.1.4** The Annual License Fee will increase by 7% every year till the License Period from the date of commencement of operation If the Licensee fails to pay the Annual License Fee by the due date as mentioned above, then it shall attract a penalty calculated at the rate of 1% of the Annual License Fee due per day of delay till the payment of due amount.

**16.1.5** Deleted

16.1.6 Annual License Fee as arrived from the quoted upfront premium by the Bidder shall be paid over and above the upfront premium.

16.1.7 If any additional Build Up Area constructed over & above the Schedule B (MDO) of this Agreement, in such a case the following shall be applicable.

- For an increase of upto 10% in the Build Up Area compared to Mandatory Development Obligations, the Annual License Fee shall be increased proportionately. For example, if the Mandatory Development Obligation is 10,000 square metres and the actual development by the Licensee is 10,900 square metre, the additional development would be ((10,900-10,000)/10,000))X100=9% and the Annual License Fee would be increased by 9%.
- For an increase of more than 10% in the Build Up Area compared to Mandatory Development Obligations, a committee of CGHIDB will take a decision on the increase of Annual License Fee based on the investment, additional income and expenses from the additional Build Up Area developed by the Licensee.

## 17. ARTICLE 17: Tariff

**17.1.** Collection and appropriation of User Fee of facilities and services in the Project Facilities:

**17.1.1** With effect from the appointed date and Commercial Operation Date till the Transfer Date, the Licensee shall have the right to demand, collect, revise and appropriate User Fee from the Users in accordance with Good Industry Practice and more particularly in terms set out under this Agreement.

**17.1.2** The CGHIDB in consultation with Licensee shall decide and approve on the range of User Fee for the Project and customized services and shall approve the methodology for differential/ flexi pricing/ discounting for User Fees and Tariffs for services. Subsequently, The Licensee shall be free to decide on the User Fee in the range decided and can also provide separate customized service or tariff packages or differential rates or special or seasonal discounts for specific, bulk, regular Users or different category of Users or during different parts of the year or for timely or early payment. However, Licensee shall be free to decide the tariff and charges for restaurant and catering services. Licensee shall have to inform about these User Fee/charges and changes made time to time to CGHIDB.

**17.1.3** The Licensee shall be free to charge in addition to the User Fee, actual state and central government taxes, duties, levies, cess, etc., but excluding income tax, to be paid by the CGHIDB & Licensee to the competent Government under Applicable Laws.

**17.1.4** The Licensee acknowledges and agrees that upon payment of User Fee, any User shall be entitled to use the Project Facilities, and the Licensee shall not place, or cause to be placed, any restriction on such use, except to the extent specified in any Applicable Law, applicable permit or the provisions of this Agreement. Provided that Licensee shall be within its rights to deny or restrict the Users from use of the Project Facilities if such User, in opinion of the Licensee, is likely to cause or has a history of causing mischief.

**17.1.5** The Licensee shall be and remain solely liable and responsible for the collection of User Fee/tariff/charges for all the activities and facilities in the proposed property

**17.2. Revision of User Fee**

The Parties hereto acknowledge and agree that the Licensee shall have right to enhance, modify, alter, revise the User Fee at its own discretion.

### 17.3. Appropriation of User Fee

On and from the COD and during the operations period, the Licensee shall levy, demand and collect the User Fee in respect of the Project.

### 17.4. Collection & Handling

**17.4.1** The Licensee shall be liable for the loss of any User Fee collected by it or its agents or servants whether by fraud, misappropriation, theft, accident, event of Force Majeure or any other event or circumstance whatsoever.

The Licensee shall put in place, prior to the receipt of any of the User Fee, security measures necessary for handling, deposit and protection of User Fee from loss, theft or destruction. Notwithstanding the foregoing security measures, all funds held by the Licensee shall, at all times, be adequately insured against loss or damage arising from, including but not limited to, theft, misappropriation, fire or natural disaster.

## 18. ARTICLE 18: INSURANCE

### 18.1. Insurance during Development & O&M Period

18.1.1 The Licensee shall, at its own cost, procure and maintain such insurance policies, for such maximum sums as may be required under applicable laws, and as are necessary or prudent in accordance with good industry practice, or as maybe reasonably required by CGHIDB. as feasible by CGHIDB. The Licensee shall also procure and maintain such insurances as may be necessary for mitigating the risks that may devolve on CGHIDB as a consequence of any act or omission of the Licensee during the Term. The Licensee shall make sure that in each insurance policy, CGHIDB shall be a co-insured, and Licensee shall be responsible for pursuing any such claim at its own cost.

The Licensee shall be solely responsible for procuring and maintaining all necessary insurance coverage for materials, equipment, and personnel during the construction/development/renovation phase and the operational phase of the project. This includes, but is not limited to, insurance against loss, damage, injury, or liability arising from the execution and operation of the works.

### 18.2. Insurance Cover

18.2.1 The Licensee shall, during the Term, procure and maintain Insurance Cover at its own cost including but not limited to the following:

The Licensee shall take adequate coverage of insurance for the property and properties due to the fault and negligence of the Licensee during the subsistence of the agreement.

Comprehensive third-party liability insurance including injury to or death of personnel of Licensee and CGHIDB or others caused by the Project

18.2.2 The Licensee's general liability arising out of this Agreement

18.2.3 Liability to third parties for goods or property damage

18.2.4 Workmen's compensation insurance; and

18.2.5 Any other insurance that may be necessary to protect the Licensee and its employees, including all Force Majeure Events that are insurable at commercially reasonable premiums and not otherwise covered in 18.2.1 to 18.2.5 above or as may be required by CGHIDB.

### 18.3. Evidence of Insurance Cover

All insurances obtained by the Licensee in accordance with this Article 18 shall be maintained with insurers on terms consistent with Good Industry Practice. The Licensee shall furnish to CGHIDB, notarized true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration.

### 18.4. Remedy for failure to insure

If the Licensee fails procure and maintain all insurances for which they are responsible pursuant hereto, entire responsibility shall be that of the Licensee in case of any consequence. CGHIDB shall have the option to either keep in force any such insurance and pay such premium and recover the costs thereof from the Licensee as an acknowledged debt.

### 18.5. Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Licensee shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, CGHIDB, 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 of insurance.

### 18.6. Application of insurance proceeds

The proceeds from all insurance claims, except life and personal injury, shall be paid to the Licensee by and Licensee shall, notwithstanding anything to the contrary contained in Article 10.2.2, apply such proceeds towards any necessary repair, reconstruction, reinstatement, replacement, improvement or delivery of the Project.

## 19. ARTICLE 19: ACCOUNTS AND AUDIT

### 19.1. Audited accounts

The Licensee and CGHIDB shall maintain separate books of accounts with respect to the Project in compliance with generally applicable accounting principles in India, which books of accounts shall be duly audited by a statutory auditor in accordance with the requirements of Applicable Law. Copies of such books of accounts shall be provided to other party upon written request and shall also be available for audit as and when required.

### 19.2. Appointment of auditors

19.2.1 The Licensee shall appoint and have during the subsistence of this Agreement as its statutory auditors, a firm chosen by it from the mutually agreed reputable firms of chartered accountants. All fees and expenses of the statutory auditors shall be borne by the Licensee.

19.2.2 Notwithstanding anything to the contrary contained in this Agreement, Licensee & CGHIDB shall have the right, but not the obligation, to appoint at its cost from time to time and at any time, another firm (the "Additional Auditors") and verify all those

matters, revenue, expenses, costs, realizations and things which the statutory auditors are required to do, undertake or certify pursuant to this Agreement.

**19.3. Certification of claims by Statutory Auditors**

Any claim or document provided by the Licensee to CGHIDB or vice versa in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its statutory auditors.

## 20. ARTICLE 20: FORCE MAJEURE

**20.1. Force Majeure Event:**

20.1.1 The Licensee or CGHIDB, as the case may be, shall be entitled to initially suspend the performance of its respective obligations under the Agreement to the extent that the Licensee or CGHIDB ("Affected Party"), as the case may be, is unable to render such performance due to a force majeure event.

20.1.2 In the Agreement, no event or circumstance and/or no combination of events and circumstances shall be treated as a Force Majeure Event unless it satisfies all the following conditions:

a. materially and adversely affects the performance of an obligation

b. are beyond the reasonable control of the Affected Party

c. such Party could not have prevented or reasonably overcome with the exercise of Good Industry Practice or reasonable skill and care

d. do not result from the negligence or misconduct of such Party or the failure of such Party to perform its obligations hereunder; and

e. which, by itself or consequently, has an effect described in Article 20.1.1.

20.1.3 Force majeure event ("Force Majeure Event") includes the following events and/ or circumstances to the extent that they or their consequences satisfy the requirements set forth in Article 20.1.2:

a. war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy in each case involving or directly affecting the Site

b. revolution, riot, insurrection or other civil commotion, act of terrorism or sabotage in each case within the Site or near vicinity

c. nuclear explosion, radioactive or chemical contamination or ionizing radiation directly affecting the Site and/or the Project Assets, unless the source or cause of the explosion, contamination, radiation or hazardous thing is brought to or near the Site by the Licensee or any affiliate of the Licensee or any Subcontractor of the Licensee or any of their respective employees, servants or agents

d. strikes, working to rule, go-slows and/or lockouts which are in each case widespread, nationwide or political and affects the Site

e. any effect of the natural elements, including lighting, fire, earthquake, unprecedented rains, tidal wave, flood, storm, cyclone, typhoon or tornado, within the Site or near vicinity

f. explosion (other than a nuclear explosion or an explosion resulting from an act of war) within the Site or near vicinity

g. epidemic or plague within the Site or near vicinity; and

h. Any event or circumstances of a nature analogous to any events set forth in above clause (a) to (g). above, within the Site or near vicinity.

**20.2. Procedure for Force Majeure:**

20.2.1 If a Party claims relief on account of a Force Majeure Event, then the Party claiming to be affected by the Force Majeure Event shall, immediately on becoming aware of the Force Majeure Event, give notice of and describe in detail: (i) the Force Majeure Event(s) that has occurred; (ii) the obligation(s) affected as described in this Article 20 (iii) the dates of commencement and estimated cessation of such event of Force Majeure; and (iv) the manner in which the Force Majeure Event(s) affect the Party's ability to perform its obligation(s) under the Agreement. No Party shall be able to suspend or excuse the non-performance of its obligations hereunder unless such Party has given the notice specified above. The Parties expressly agree that payment of Annual License fee shall not be suspended during the pendency of Force Majeure Event and/or its effect.

20.2.2 The Affected Party shall have the right to suspend the performance of the obligation(s) affected as described in Article 20.2.1 above, upon delivery of the notice of the occurrence of a Force Majeure Event in accordance with Article 20.2.1 above. The Affected Party, to the extent rendered unable to perform its obligations or part thereof under the Agreement, because of the Force Majeure Event, shall be excused from performance of the obligations provided that the excuse from performance shall be of no greater scope and of no longer duration than is reasonably warranted by the Force Majeure Event.

20.2.3 The time for performance by the Affected Party of any obligation or compliance by the Affected Party with any time limit affected by Force Majeure Event, and for the exercise of any right affected thereby, shall be extended by the period during which such Force Majeure Event continues and by such additional period thereafter as is necessary to enable the Affected Party to achieve the level of activity prevailing before the event of Force Majeure Event.

20.2.4 Each Party shall bear its own costs, if any, incurred as a consequence of the Force Majeure Event.

20.2.5 The Party receiving the claim for relief under Force Majeure Event shall, if it wishes to dispute the claim, give a written notice of Dispute to the Party making the claim within 30 (thirty) days of receiving the notice of claim. If the notice of claim is not contested within 30 (thirty) days as stated above, all the Parties shall be deemed to have accepted the validity of the claim. If any Party disputes a claim, the Parties shall follow the procedures set forth in Article 20.2.

### 20.3. Mitigation of Force Majeure:

The Party claiming to be affected by a Force Majeure Event shall take all reasonable steps to prevent, reduce and mitigate the effect of such Force Majeure Event. The Affected Party shall also make efforts to resume performance of its obligations under the Agreement as soon as possible and upon resumption, shall forthwith notify the other Party of the same in writing. Further, each Party shall bear its own costs, if any, incurred as a consequence of the Force Majeure Event and the time for performance by the Affected Party of any obligations or compliance by the affected Party with any time limit affected by Force Majeure Event and for the exercise of any right Affected thereby, shall be extended as may be decided by CGHIDB or by the period during which such Force Majeure Event continues and by such additional period thereafter as is necessary to enable the Affected Party to achieve the level of activity prevailing before the Force Majeure Event, provided the expiry of term remains as it is.

## 21. ARTICLE 21: COMPENSATION FOR BREACH OF AGREEMENT

### 21.1. Compensation for default by Licensee

In the event that the Licensee commits a material default under this agreement and cures such default prior to termination, the Licensee shall, as compensation, pa to CGHIDB all direct additional costs incurred or suffered by CGHIDB arising from such breach default. Such payment shall be made in lump sum within ninety days from the date of receipt of a demand from CGHIDB, duly supported by necessary particulars ; provided that no compensation shall be payable under this Article 21 for any breach or default in respect of which damages are expressly specified and payable under this Agreement or for any consequential losses incurred by CGHIDB.

### 21.2. Mitigation of costs and damage

The CGHIDB shall make all possible efforts to mitigate or limit the costs and damage arising out of or as a result of breach of Agreement by the Licensee.

## 22. ARTICLE 22: SUSPENSION OF LICENSEE'S RIGHTS

### 22.1. Suspension upon Licensee Event of Default

Upon occurrence of failure to remedy within 90 days after receipt of written notice of an Licensee Event of Default, CGHIDB 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 Licensee under this Agreement including the Licensee's right to collect User Fee of Restaurant & Catering Services, and other revenues pursuant hereto, and (b) exercise such rights itself and perform the obligations hereunder or authorize any other person to exercise or perform the same on its behalf during such suspension (the "**Suspension**"). Suspension hereunder shall be effective forthwith upon issue of notice by CGHIDB to the Licensee. CGHIDB may extend the period of suspension at its sole discretion for further period as it may deem fit.

### 22.2. CGHIDB to act on behalf of Licensee

22.2.1 Subject to Article 22, CGHIDB shall have the right to utilise the proceeds of Tariff and other revenues for meeting the costs incurred by CGHIDB to remedy and rectify the cause of such Suspension and for defraying the O&M Expenses during such Suspension period. Provided, however, that if the Licensee is making diligent efforts to remedy and

rectify such cause, then CGHIDB may choose to allow the Licensee additional reasonable time not more than 90 days other than provided in the default rectification or extension thereafter for such remedy or rectification.

22.2.2 During the period of Suspension hereunder, all rights and liabilities vested in the Licensee in accordance with the provisions of this Agreement shall continue to vest therein and all things done or actions taken, including expenditure incurred by CGHIDB for discharging the obligations of the Licensee under and in accordance with this Agreement and other agreements in relation to the Project, shall be deemed to have been done or taken for and on behalf of the Licensee and the Licensee undertakes to indemnify CGHIDB for all costs incurred during such period. The Licensee hereby licenses, CGHIDB or any other person authorized by it under Article 15.1 to use during Suspension, all Intellectual Property belonging to or licensed to the Licensee with respect to the Project and its design, engineering, construction, operation and maintenance, and which is used or created by the Licensee in performing its obligations under the Agreement.

### 22.3. Revocation of Suspension

The suspension of the rights of the Licensee by CGHIDB pursuant to Article 22.1 above shall be revoked forthwith upon the Licensee remedying or removing the cause of such suspension, to the satisfaction of CGHIDB within a period not exceeding 90 days from the date of suspension; provided however that such revocation shall not apply if this agreement has, in the meantime been terminated by CGHIDB in accordance with Article 23.

### 22.4. Termination

At any time during the period of Suspension under this Article 22, the Licensee may by notice require CGHIDB to revoke the Suspension and issue a Termination Notice. CGHIDB shall, within 15 (fifteen) days of receipt of such notice, terminate this Agreement under and in accordance with Article 23.

Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within ninety days from the date of Suspension hereunder or within the extended period, if any, set forth in Article 22.1, the 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 to such Termination as if a Termination Notice had been issued by CGHIDB upon occurrence of an Licensee Event of Default.

## 23. ARTICLE 23: TERMINATION

**23.1.** This Agreement shall automatically terminate on termination of the Term of the Agreement.

### 23.2. Termination for Licensee Event of Default

Each of the following events or circumstances, to the extent not caused by a default of CGHIDB or Force Majeure shall be considered for the purposes of this Agreement as events of default of the Licensee ("Licensee Event of Default") which, if not remedied within the Cure Period set forth below, or where no Cure Period is specified, within ninety days, upon receipt of written notice from CGHIDB, shall provide CGHIDB the right to terminate this Agreement.

a) any Breach

b) breach of any representation or warranty by the Licensee

**c)** suspension by the Licensee of the performance of its obligations under this Agreement for a period exceeding **30 (thirty) consecutive days.**

d) failure of the Licensee to maintain insurance(s) as required in terms of **Article 18**;

e) any order of winding up passed by a court of competent jurisdiction; filing of a petition for voluntary winding up by the Licensee; or levy of an execution or restraint on the Licensee's assets; or appointment of a provisional liquidator, administrator, trustee or receiver of the whole or substantially whole of the undertaking of Licensee by a court of competent jurisdiction.

f) the Licensee doing or permitting to do any act, matter, deed or thing in violation of applicable law and/or applicable permits.

g) failure to achieve the **Construction Completion Date** or any extensions thereof, as the case may be.

h) Commits a breach of any of the provisions of the associated Agreement, or the Substitution Agreement if any.

i) creation of third-party rights on the Project Facilities, Development works on Project Site, Assets, Facilities and Utilities other than as permissible under this License Agreement

j) Commits a breach of its obligations as contained in the License Agreement in general.

k) the Licensee has failed to fulfil any obligation, for which Termination has been specified elsewhere in this License Agreement.

l) The Licensee fails to obtain all necessary Approvals required for commencement of work on the Project Site within the period as mentioned in Condition Precedent from the date of execution of this Agreement or within the extension period provided by CGHIDB under this Agreement.

m) The Licensee fails, neglect, refuses, or is unable to pay the Upfront Premium in accordance with the Article 16.

n) The Licensee has failed to pay the Annual License Fee or any other charges payable as per Article 16.

o) Upon appointment of a provisional liquidator, administrator, trustee or receiver of the whole or substantially whole of the undertaking of the Licensee by a court of competent jurisdiction in proceedings for winding up or any other legal proceedings.

p) Upon amalgamation of the Licensee with any other company or reconstruction or transfer of the whole or part of the Licensee's undertaking [other than transfer of assets in the ordinary course of business] without the CGHIDB's prior written approval, provided, if the amalgamated entity, reconstructed entity or the transferee as the case may be, has the ability demonstrated to the satisfaction of the CGHIDB, to undertake, perform/discharge the obligations of the Licensee under this Agreement, necessary approval shall be granted by the CGHIDB;

q) Upon the Licensee engaging or knowingly allowing any of its employees, agents, Contractor or representative to engage in any activity (including but not limited to construction or permitting construction of, any unauthorized structures on the Project Land) prohibited by law or which constitutes a breach of or an offence

r) If the Development Rights of the Project Land or part thereof in any manner, except to the extent and in the manner specifically provided in this agreement.

s) The Licensee has created encumbrance(s) beyond the term of this Agreement and/or in violation of the provisions stipulated in this Agreement.

Without prejudice to any other rights or remedies which CGHIDB may have under this Agreement, upon occurrence of a Licensee Event of Default, CGHIDB shall be entitled to terminate this Agreement by issuing a Termination Notice to the Licensee.

### 23.3. Termination for CGHIDB Default

The Licensee may after giving ninety days' notice in writing to CGHIDB terminate this Agreement upon the occurrence and continuation of any of the following events (each a "CGHIDB Event of Default"), unless any such CGHIDB Event of Default has occurred as a result of Licensee Event of Default or due to a Force Majeure Event.

a. CGHIDB is in breach of this Agreement and such breach has a Breach Adverse Effect on the Licensee and CGHIDB has failed to cure such breach or take effective steps for curing such breach within ninety days of receipt of notice in this behalf from the Licensee.

b. CGHIDB repudiates this Agreement or otherwise evidences an irrevocable intention not to be bound by this Agreement

c. CGHIDB is in breach of any representation or warranty made under this Agreement.

d. Any defect in the rights or possession of CGHIDB with respect to the Project Site attributable to CGHIDB and not the State Government of Chhattisgarh.

### 23.4. Survival of rights

Notwithstanding anything to the contrary contained in this Agreement, any Termination pursuant to the provisions of this Agreement shall be without prejudice to accrued rights of either Party including its right to claim and recover money damages and other rights and remedies which it may have in law or contract. All rights and obligations of either Party under this Agreement, including without limitation, termination, payments and divestment procedures, shall survive the Termination of

this Agreement to the extent such survival is necessary for giving effect to such rights and obligations.

### 23.5. Premature Resignation

In case the Licensee desires to resign before completion of license period, he may do so by giving a notice in writing to CGHIDB at least six months in advance. CGHIDB shall thereafter initiate the process for identifying a replacement agency.

In such cases, the Licensee shall clear all the dues and other financial liabilities attracted towards the licenced property before handing over it back to CGHIDB. The licensee shall hand over the property to CGHIDB in well maintained, without any damage, clean and functional condition

In the event that a replacement agency is identified and there is any shortfall in the Licensee Fee as compared to that stipulated under this Agreement, such shortfall shall be made good by the existing Licensee in the manner provided therein..

## 24. ARTICLE 24: DEFECTS LIABILITY AFTER TERMINATION

### 24.1. Liability for Defects after Termination

The Licensee shall be responsible for all defects and deficiencies in the Project Facilities for a period of 60 (sixty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the CGHIDB in the Project Facilities during the aforesaid period. In the event the Licensee fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the CGHIDB in this behalf, the CGHIDB shall be entitled to get the same repaired or rectified at the Licensee's risk and cost so as to make the Project Facilities and the Project Infrastructure conform to the Maintenance Requirements. All costs incurred by the CGHIDB hereunder shall be reimbursed by the Licensee to the CGHIDB within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the CGHIDB shall be entitled to recover the same from the funds retained in the Escrow Account under the provisions of Clause 24.2 or from the Performance Guarantee provided thereunder. For the avoidance of doubt, the provisions of this Article 24 shall not apply if Termination occurs prior to Project COD.

### 24.2. License Fee as Security

Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Clause 24.2, a sum equal to 25% (twenty five percent) of the Annual License Fee for the year immediately preceding the Transfer Date shall be payable after Termination for meeting the liabilities, if any, arising out of or in connection with the provisions of Clause 25.1.

The Licensee may, for the performance of its obligations under this Article 25, provide to the CGHIDB a guarantee from a Bank for a sum equivalent to the amount determined under Clause 24.2 as the case may be, and for the period specified therein, substantially in the form set forth as (the "**Performance Guarantee**"), to be modified, mutatis-mutandis, for this purpose, and the CGHIDB shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the required amounts from the Performance Guarantee for undertaking the repairs or

rectification at the Licensee risk and cost in accordance with the provisions of this Article 25.

# 25. ARTICLE 25: DIVESTMENT OF RIGHTS AND INTEREST

## 25.1. Divestment Requirements

25.1.1 Upon Termination or earlier expiry of the agreement, the Licensee shall comply with and conform to the following Divestment Requirements:

a. notify to CGHIDB forthwith the location and particulars of all Project Assets

b. vacate the Project, it being agreed that the legal, actual, physical and constructive possession of the Project and the Site is and shall always, during the term of the Agreement and thereafter, remain vested with CGHIDB

c. cure all Project Assets, of all defects and deficiencies of the Project, if any and transferred

d. The CGHIDB with its committee or engineer or third party shall decide the extent of damage or investment required to restore the property including moveable/immovable property to initial conditions as was given at the time of signing of contract subject to normal wear and tear. The Licensee shall be liable to restore the property/moveable / immovable property at its own cost and on direction from the committee/engineer/third party. Failure to do so shall result in forfeiting of the Performance Security and additional claim as applicable by the CGHIDB to the Licensee.

e. deliver and transfer relevant records, reports, Intellectual Property and other licenses pertaining to the Project and its design, engineering, construction, operation and maintenance, including all programmes and manuals pertaining thereto, and complete 'as built' drawings as on the Transfer Date. For the avoidance of doubt, the Licensee represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for the design, engineering, construction, operation and maintenance of the Project and shall be assigned to CGHIDB free of any liability, Encumbrance

f. transfer and/or deliver all applicable permits to the extent permissible under Applicable Laws.

g. execute such deeds of conveyance, documents and other writings as CGHIDB may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Licensee in the Project Assets, including manufacturers' warranties in respect of any plant or equipment and the right to receive outstanding insurance claims to the extent due and payable to CGHIDB, absolutely unto CGHIDB or its nominee; and

h. comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Licensee in the Project, free from all Encumbrances, liabilities absolutely onto CGHIDB or to its nominee.

25.1.2 Subject to the exercise by CGHIDB of its rights under this Agreement or under any of the agreements related to the Project to perform or procure the performance by a third party of any of the obligations of the Licensee, the Parties shall continue to perform their obligations under this Agreement, notwithstanding the issuance of any Termination Notice, until the Termination of this Agreement becomes effective in accordance with its terms.

### 25.2. Cooperation and assistance on transfer of Project

25.2.1 The Parties shall cooperate and take all necessary measures, in good faith, to achieve a smooth transfer of the Project in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the Users, other members of the public or the lawful occupiers of any part of the Site.

25.2.2 The Parties shall (i) at least 6 months prior to the transfer date in the case of termination by efflux of time and (ii) immediately upon either party communicating to the other its intention t issue a termination of this Agreement, as the case may be, provide to each other such information and assistance as is reasonably reasonably practicable regarding the proposed arrangements for operation of the Project following the Transfer Date.

### 25.3. Divestment costs etc.

The Licensee shall bear and pay all costs incidental to divestment of all of the rights, title and interest of the Licensee in the Project Assets in favor of CGHIDB upon Termination, save and except that all stamp duties payable on any deeds or Documents executed by the Licensee in connection with such divestment shall be borne by CGHIDB.

## 26. ARTICLE 26: ASSIGNMENT AND CHARGES

### 26.1. Restrictions on assignment and charges

26.1.1 The Licensee shall not assign, transfer or otherwise dispose of its rights or obligations under this Agreement to any person without the prior written consent of CGHIDB. CGHIDB may, at its sole discretion, grant or withhold such consent, and shall not be required to provide an reasons for refusal. Any denial of consent by CGHIDB shall not be subject to challenge on the ground of unreasonableness.

26.1.2 Subject to the provisions of Article 26.2, the Licensee shall not create nor permit to subsist or suffer any encumbrance over, nor transfer or otherwise dispose of, all or any part of its rights or benefits under this agreement or an Project Agreements to which it is a party, without prior consent of CGHIDB. CGHIDB may, at its sole discretion, grant or withhold such consent, and shall not be required to provide an reasons for refusal. Any denial of consent by CGHIDB shall not be subject to challenge on the ground of unreasonableness.

### 26.2. Assignment by CGHIDB

Notwithstanding anything to the contrary contained in this Agreement, CGHIDB may, after giving 10 (ten) days' notice to the Licensee, assign and/or transfer any of its rights and benefits and/or obligations under this Agreement to an assignee who is, in the reasonable opinion of CGHIDB, capable of fulfilling all of CGHIDB's then outstanding obligations of the Agreement.

## 27. ARTICLE 27: CHANGE IN LAW

**27.1.** In the event of a Change in Law results in a Breach Adverse Effect, CGHIDB or the Licensee may by notice in writing to the other party request such modifications to the terms of this Agreement as the requesting party reasonably believes is necessary to place it in substantially the same legal, commercial and economic position as it was prior to such Change in Law. The Licensee and CGHIDB shall thereafter consult in good faith to agree to such modifications and in the event agreement cannot be reached, either of them may refer the matter for determination in accordance with the Dispute Resolution Procedure. It is hereby clarified that the parties shall continue to fulfil their obligations under this agreement during pending resolution of any Dispute under this Article.

**27.2.** For the avoidance of doubt, a change in the rate of any Tax or the imposition of a new Tax or imposition of an existing Tax to items on which the same is not applicable as on Appointed Date shall not constitute a Change in Law and the Parties shall be liable to bear the impact and incidence thereof at their cost and risk.

## 28. ARTICLE 28: LIABILITY AND INDEMNITY

### 28.1. Liability in respect of the Project

Licensee shall be solely responsible for the development, refurbishment, operation, maintenance, management and transfer of the Project and shall have the overall responsibility and liability with respect to the Project and all Projects Assets located upon the Project Site. In no event shall CGHIDB have any liability or be subject to any claim for damages arising out of the design, development, financing, construction, operation, maintenance or management of the Project and the Project Assets located upon the Project Site.

### 28.2. General indemnity

The Licensee will indemnify, defend, save CGHIDB and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "Indemnified Persons") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Licensee of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Licensee to CGHIDB or to any User or from any negligence of the Licensee under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of CGHIDB Indemnified Persons.

### 28.3. Indemnity by the Licensee

28.3.1 Without limiting the generality of Article 28.2, the Licensee shall fully indemnify, hold harmless and defend CGHIDB and CGHIDB Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

a. failure of the Licensee to comply with Applicable Laws and applicable permits.

b. payment of taxes required to be made by the Licensee in respect of the income or all other taxes of the Licensee's contractors, suppliers and representatives; or

c. non-payment of amounts due as a result of materials or services furnished to the Licensee or any of its contractors which are payable by the Licensee or any of its contractors.

28.3.2 Without limiting the generality of the provisions of this Article 28, the Licensee shall fully indemnify, and defend CGHIDB Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which CGHIDB Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of any accidents, consumer complaints, claims by regulatory bodies including without limitation claims under the Legal Metrology Act, 2009 and the Food Safety And Standards Act, 2006, claims of employees, union, third party claims, claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Licensee or by the Licensee's contractors in performing the Licensee's obligations or in any way incorporated in or related to the Project. If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Licensee shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, 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 Licensee shall promptly make every reasonable effort to secure for CGHIDB a license, at no cost to CGHIDB, authorizing continued use of the infringing work. If the Licensee is unable to secure such license within a reasonable time, the Licensee 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 part or process or modify the same so that it becomes non-infringing.

**28.4. Notice and contest of claims**

In the event that CGHIDB or either of the Indemnified Persons receives a claim or demand from a third party in respect of which it is entitled to the benefit of an indemnity under this Article (the "Indemnified Party") it shall notify the Licensee (the "**Indemnifying Party**") within 15 (fifteen) days of receipt of the claim or demand and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim or demand, it may conduct the proceedings in the name of the Indemnified Party, subject to the Indemnified Party being secured against any costs involved, to its reasonable satisfaction.

**28.5. No consequential claims**

Notwithstanding anything to the contrary contained in this Agreement, in no event shall any Party, its officers, employees or agents be liable to indemnify the other Party for any matter arising out of or in connection with this Agreement in respect of any indirect or consequential loss, including loss of profit, suffered by such other Party

## 29. ARTICLE 29: RIGHTS AND TITLE OVER THE SITE

### 29.1. Development, Operation & Maintenance Rights

For the purpose of this Agreement, the Licensee shall have rights to the use of the Site subject to and in accordance with and for the purposes of this Agreement during the period of agreement.

### 29.2. Access rights of CGHIDB and others

The Licensee agrees that CGHIDB and its representatives shall have complete, uninterrupted and free access to the Project Site at all times for the authorised representatives and vehicles of CGHIDB, and for the persons and vehicles duly authorised by any Government Instrumentality to inspect the Project or to investigate any matter within their CGHIDB, and upon reasonable notice, the Licensee shall provide to such persons reasonable assistance necessary to carry out their respective duties and functions.

### 29.3. Taxes and charges

The Licensee shall:

29.3.1 From and after the issuance of Certificate of Compliance, be liable for and shall pay all property taxes and other taxes, duties or levies applicable to the Site under Applicable Law and no such amounts shall be reimbursed by CGHIDB . Any property taxes and other applicable taxes, duties or levies in respect of the site accruing prior to the handover of the site to the Licensee shall be borne and paid by CGHIDB including any outstanding or pending amount relating thereto..

29.3.2 Pay all charges, taxes, fines, late fees and other outgoings in relation to the use of utilities and services by CGHIDB or its contractors and agents during the implementation and operation of the Project such as water supply, sewage disposal, fuel, garbage collection and disposal, electric power, gas, telephone and other utilities and ensure avoidance of any disruption thereof due to disconnection or withdrawal of the facility.

### 29.4. Restriction on sub-letting

The Licensee shall not, sublet the whole or any part of the Site or create any third party rights, title or interest or any encumbrance whatsoever, save and except as may be expressly set forth in this Agreement; provided that nothing contained herein shall be construed or interpreted as restricting the right of the Licensee to appoint contractors for the performance of its obligations hereunder including for operation and maintenance of all or any part of the Project as per terms of this Agreement.

## 30. ARTICLE 30: DISPUTE RESOLUTION AND ARBITRATION

### 30.1. Dispute Resolution

30.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, which is notified in writing by one party to the other (the "Dispute") shall, in the first instance, be resolved amicably in accordance with the conciliation procedure set forth in Article 30.2.

30.1.2 The Parties shall use their best efforts to resolve, promptly, equitably and in good faith, all disputes arising out of or in connection with this agreement. The parties further

agree to provide each other, during normal business hours, reasonable access to all non-privileged records, information and data relevant to any such dispute.

### 30.2. Arbitration

In the unlikely event of any dispute relating to any point contained in this Agreement, the same shall be resolved in the following manner:-

30.2.1 The matter shall be referred to the Commissioner, CGHIDB for his consideration and decision, within 15 days from arising of the dispute.

30.2.2 If any of the party being aggrieved by the order of the Commissioner, CGHIDB, may refer the matter to the Secretary, Government of Chhattisgarh, Department of Housing & Environment for Arbitration within 30 days, and the decision of the Secretary shall be final and binding upon parties The arbitration proceeding shall be regulated in accordance with the provisions of the Arbitration and Conciliation Act 1996 (as amended from time to time). The seat and place of arbitration shall be Raipur (Chhattisgarh). The Agreement shall be governed by and construed in accordance with the laws of India. Subject to the foregoing, the Courts in the State of Chhattisgarh shall have exclusive jurisdiction. .

This Agreement, and the respective rights and obligations of the parties hereunder, shall continue in full force and effect pending the final award in nay arbitration proceedings commenced pursuant to this agreement.

### 30.3. Continued performance

While any Dispute under this Agreement is pending, including the commencement and pendency of any Dispute referred to arbitration, the Parties shall continue to perform all of their respective obligations under this Agreement without prejudice to the final determination in accordance with the provisions under this Agreement.

## 31. ARTICLE 31: DISCLOSURE AND CONFIDENTIALITY

### 31.1. Confidentiality

31.1.1 Each Party hereby agree and undertake to keep all information received by the other Party (and/or its employees, directors, officers or authorized representatives), confidential.

31.1.2 Further, each Party hereby agrees that this Agreement and/or all Agreements related to the Project, or the contents thereof shall not be disclosed by either Party to any third party without the prior written consent of the other Party.

### 31.2. Disclosure

31.2.1 Provided however that nothing contained hereinabove, shall apply to any disclosure by either Party of any information received from the other Party if:

a. Such disclosure is required by Applicable Law or requested by CGHIDB or required to be made under the agreement; or

b. Such information being available in the public domain, other than by a breach of the Agreement by the party seeking to make such disclosure

c. Such information being made available to the consultants and professional advisers of either Party; or

d. Such information is disclosed by a Party with the prior written consent of the other Party. Provided the disclosure is made strictly in accordance with such written consent.

## 32. ARTICLE 32: TRANSFER PROVISIONS

**32.1.** Upon termination of this Agreement and in the event that CGHIDB exercises its rights to acquire the project Assets without any obligation on the part of CGHIDB to make any payment to the Licensee and , the Licensee shall ensure that on the Transfer Date the interest of Licensee in:

a. all immovable property, assets, structures, buildings, edifices, court- areas, ways, walls, compounds relatable to the Project Assets shall be transferred to CGHIDB, Encumbrances free and with good title (other than any encroachments existing on the date hereof), except to the extent such encroachments have been removed after Effective Date;

b. the rights and obligations under or pursuant to all contracts relatable to the Projects Assets and other arrangements entered into in accordance with the provisions of this Agreement

c. Notwithstanding anything contained in Article 32.1 (a) and (b), prior to any transfer of the Project Assets, CGHIDB shall have the right to conduct a due diligence of the contracts and agreements, the rights and obligations of which it is assuming and shall not be bound to assume the rights and obligations of contracts that, in the sole opinion of CGHIDB are unreasonably onerous, and would be considered onerous at the time that the contracts were entered into. In relation to all such contracts that are not transferred to CGHIDB, no third entity, including the counter-party of such contract shall have any right, license title, interest, benefit, claim or demand against or over any Project Assets and such Project Assets shall be transferred to CGHIDB or its nominee, clear of any Encumbrance and with good title.

## 33. ARTICLE 33: MISCELLANEOUS

### 33.1. Governing Law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and subject to Article 30 (*Dispute Resolution*) the courts at Chhattisgarh shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

### 33.2. Entire Agreement

This Agreement and the Schedules and RFP together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Licensee arising from the

Request for Proposal shall be deemed to form part of this Agreement and treated as such.

### 33.3. Severability

If for any reason whatever, 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 will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to the Dispute Resolution Procedure set forth under this Agreement or otherwise.

### 33.4. No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or CGHIDB to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

### 33.5. Third parties

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, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

### 33.6. Successors and assigns

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

### 33.7. Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

a) in the case of the Licensee, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Licensee may from time to time designate by notice to CGHIDB; provided that notices or other communications to be given to an address outside Raipur may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Licensee may from time to time designate by notice to CGHIDB.

Attention:

{Designation:

Address:

Fax No:

Email:}

b) in the case of CGHIDB, be given by e-mail and by letter delivered by hand at the address given below and be addressed to the Chairman of CGHIDB with a copy delivered to CGHIDB Representative or such other person as CGHIDB may from time to time designate by notice to the Licensee; provided that if the Licensee does not have an office in ..... it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier.

{Address:

Fax No:
Email:}

c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

**33.8. Language**

All notices required to be given by one Party to the other Party and all other communications, Documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

**33.9. Counterparts**

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN

SIGNED, SEALED AND

DELIVERED

For and on behalf of

CGHIDB by:

In the presence of:

1.

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

((e-mail address)

The common seal Of Licensee has been affixed pursuant to the resolution passed by the Board of Directors of the Licensee at its meeting held on the ..... day of 20..... hereunto affixed in the presence of .....…….....…….., Director, who has signed these presents in token thereof and ....., Company Secretary / Authorised Officer who has countersigned the same in token thereof [$]:

(Signature)

(Name)

(Designation)

(Address)

(Fax No.)

((e-mail address)

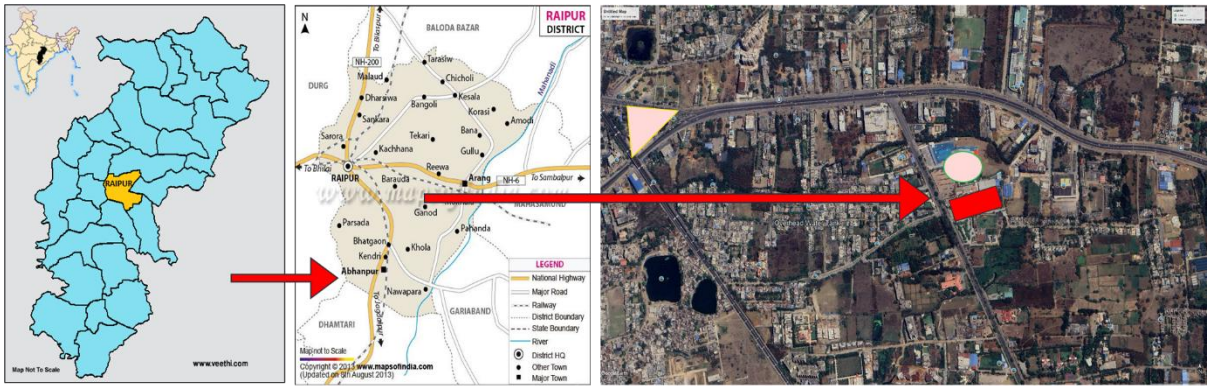
[$]To be affixed in accordance with the articles of association of the Licensee and the resolution passed by its Board of Directors.

# SCHEDULES

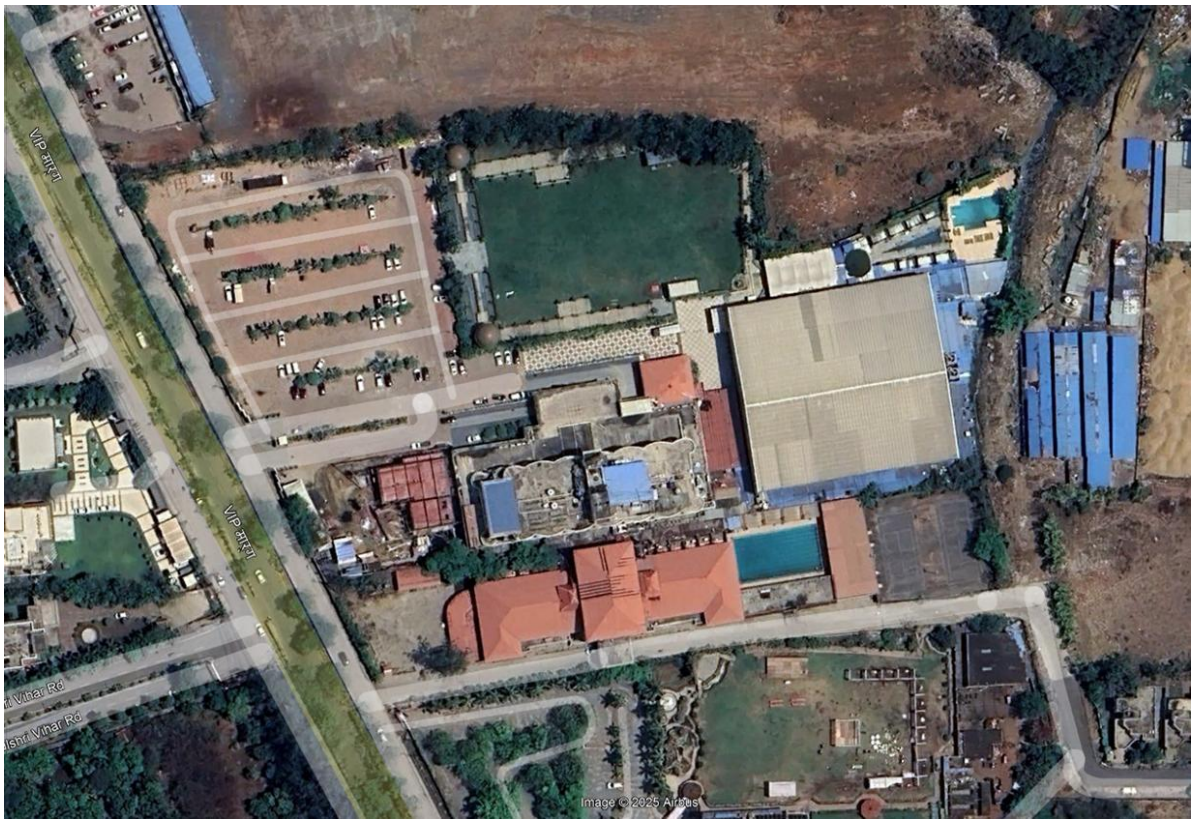
## Schedule A – PROJECT SITE DETAILS

## Schedule A – Annexure 1 – Location of the Project Sites

Proposed Location of the Project Site



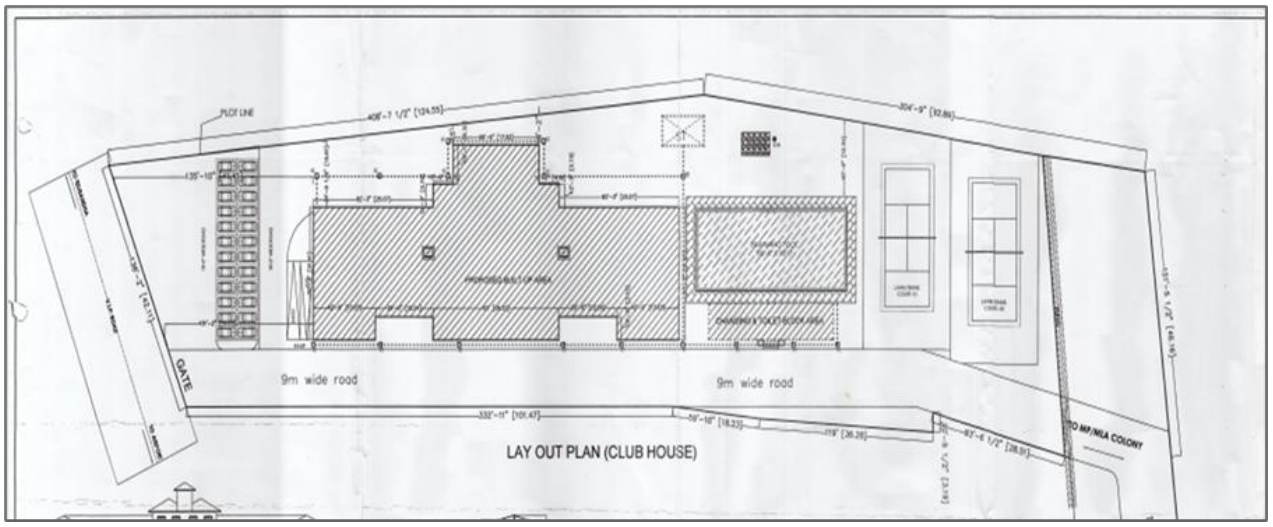

- Source -About the District | District Durg, Government of Chhattisgarh | India




- The nearby landmark and connectivity to though public transport are;
  - Swami Vivekananda Airport – 9 km: Ensures strong accessibility for outstation members and corporate guests.

- Raipur Railway Station – 7 km: Offers seamless intercity connectivity across Chhattisgarh and neighboring states.
- Magneto Mall – 1.2 km: Major retail, dining, and entertainment hub supporting visitor synergy.
- Raipur bus stand 11.5 km

Site Layout Map



## SCHEDULE B - DETAILS OF PROJECT FACILITIES AND ASSETS

### SCHEDULE – B

*(See Clause 2.1)*

Queens Club of India is a premier social and recreational facility managed by CGHIDB. The property encompasses rooms, banquet halls, sport & fitness facilities, Swimming pool and other amenities.
The club was designed as a premium facility for social gatherings, cultural programs, sports, wellness activities, and public events to meet the needs of Raipur's growing urban population. The key objective was to build a high-quality recreational and social space that adds value to CGHIDB's housing projects and improves community living for residents of vidhayak colony.

The total area of the club is 1.91 acres (7733.7 Sq. M.)

Further development should be designed as a top-end cosmopolitan Social and Health clubhouse which embodies futuristic concepts. The overall development must be futuristic, functional and service oriented. It needs to have a vision and spaces that are conducive to amenities and in accordance with the local architectural guidelines.

The club has been built considering the hospitality, recreational and sport facilities ensuring the club spirit enabling social and community atmosphere. The existing facilities in the club are given in table below.

| Floor | Key facilities |
|---|---|
| Ground | 1. Banquet – 250 pax<br>2. Lobby reception<br>3. Office space<br>4. Squash Court & Tennis Court<br>5. Meeting Hall (01)<br>6. Restaurant<br>7. Pool side Cafe<br>8. Gym with wooden flooring<br>9. Swimming Pool with changing rooms |
| First | 1. Rooms - 16 Rooms including 05 suites room<br>2. Badminton Hall - two courts with wooden floor<br>3. Billiards Room- One table<br>4. Table Tennis Hall- Two tables<br>5. Service rooms |
| Second | 2 multipurpose Rooms |
| Basement | Space for 54 ECS |

## Schedule B: Annexure - I

*(Schedule-B)*

**Mandatory Development Obligations (MDO)**

The scope of work shall essentially include development of additional rooms, operation and maintenance, management of Queens club of India. The key scope includes following components.

1. Renovation, refurbishment, Operation, Maintenance, management and transfer of existing club facilities
2. Development, operation, maintenance, management and transfer of new rooms, banquet and sport facilities on the land as specified in the bid documents.

The detailed scope of work shall be considered as per Article 2 of this agreement.

**Mandatory Development Obligations**

Mandatory development obligations consist of renovation and refurbishment of existing facilities and construction of new facilities on Tennis Court Land.

1. Renovation and refurbishment of existing facilities which includes.
   a. Room Refurbishment
   b. F&B spaces Renovation
   c. Others refurbishment (Corridors, Reception, sport facilities, gym, swimming pool, etc.)
   d. Spa and Wellness

2. New Construction at Tennis Court Land as specified in the PIM and License Agreement

   a. The Licensee shall be permitted to construct 61 (Sixty-One) new rooms on the Tennis Court land as specified and in accordance with provisions this License Agreement.
   b. Construction of one Banquet Hall with minimum sitting capacity of 250 to 300 persons.
   c. Construction of a restaurant of minimum capacity of 60 covers.
   d. Construction of Sport Facilities on the terrace floor.

The development, renovation, refurbishment and construction shall be subject to the following conditions:

1. All construction and development shall be carried out strictly in accordance with building byelaws, approvals from competent authorities and any other applicable guidelines.
2. The Licensee shall take prior consent for design, drawings and area statement from the CGHIDB before submission to the competent authority for approval.

3. The cost of construction, furnishing, and operation & maintenance of such rooms shall be borne entirely by the Licensee.
4. The Licensee shall ensure that such development does not compromise safety, accessibility, or structural stability of the existing facility.
5. The ownership of such developed rooms shall vest with CGHIDB at the end of the License period, free from all encumbrances.
6. Any revenue generated from the use of such rooms during the License period shall accrue solely to the Licensee, subject to payment of applicable fees, or other charges as stipulated in the License Agreement.
7. In the event of termination of the Licensing Agreement for any reason whatsoever, the responsibility for adjusting, returning, reimbursing, or refunding the membership fees to the members shall not rest with CGHIDB. Such obligations shall squarely lie with the licensee.

8. The Licensee shall perform the following activities, including all associated and consequential tasks, as applicable.
    a. Provision of pipes for water distribution
    b. Provision of pipes for sewerage collection
    c. Provision for cable ducts for Telecommunication & TV cables
    d. Provision of ducts for power
    e. Internal lighting

9. Safe drinking water supply, water treatment plant and water distribution system
10. Sewerage/Drainage collection system and Sewerage treatment plant
11. Solid waste management system
12. Power distribution system including back-up, and internal lighting.
13. Telecommunication distribution system and other related services
14. Building heating systems / arrangements / Air Conditioning management & control
15. Fire hydrants and control measures.
16. Property Management System (PMS) - The PMS shall be implemented for effective management, monitoring and integration of various facilities in the Project. The PMS shall perform the following general functions such as Property Management & Control, Data Collection & Archival, Alarm Event & Management, Trending, Reports & MIS Generation, Maintenance & Complaint Management, etc.
17. Housekeeping facilities
18. Energy management
19. Safety & Security Systems Integration such as Fire Alarm System and Access Control & Surveillance System. The safety and security should be one of the top priorities at the Project Facility and there should be a 24-hour security system, backed by state-of-the-art surveillance systems and reliable and committed security and protocols.

**Additional Development Obligations**

Additional Development Rights are optional to the Licensee in case if the Licensee willing to construct the additional built up area in addition to Mandatory Development Obligations. The Licensee may construct the additional built-up area in addition to Mandatory Development Obligations by completing the following terms and conditions.

a. The Licensee shall construct additional built-up area upto 10% of the mandatory development Obligations pertaining to the new development (development at Tennis Court Land).
b. For an increase of more than 10% in the Build Up Area compared to Mandatory Development Obligations, CGHIDB will take a decision on the increase of Annual License Fee based on the investment, additional income and expenses from the additional Build Up Area developed by the Licensee.
c. The development of additional Built-up area shall be within the hospitality sector and shall be as per Mandatory Development Obligations.
d. the Licensee shall be required to take the approval/permits/NOCs as applicable as per the development of additional Built-up area.
e. The considerations payable to the CGHIDB shall be in accordance with provisions of Article 16

## Schedule B – Annexure 2 –

## Specifications for Construction and Development of Project Facilities and Assets

A. Special Terms & Conditions for Construction and Development of Project Facilities and Assets

### 1. General

Special conditions are an integral part of the License agreement and shall supersede the relevant clause(s) of the NIT, conditions of Volume 1 - Instructions and information to bidder and relevant condition(s) of relevant SOR.

Subject to the nomenclature of the item and the specifications indicated hereafter, the work, shall be carried out in accordance with the CGPWD / CGHIDB SOR, CPWD Specifications, relevant IS Codes, relevant IRC Codes, CPHEEO Manual and National Building Code of India read with correction/addendums/amendments issued up to date .

Before commencement of the work, the Licensee shall co-relate nomenclature of the items with all the relevant architectural and structural drawings to satisfy himself that the information available there from is complete and unambiguous. The figures and written dimensions on the drawings shall be followed. The dimensions shall not be scaled out. The Licensee shall submit for approval of CGHIDB. and consultant his workshop / fabrication drawings and the carryout sample of work to be performed under the specified items of work at his own cost before actually commencing the mass execution of work under the item.

The discrepancy in the drawings issued, if any, shall be brought to the notice of CGHIDB /Nodal Officer and Consultant for immediate decision before execution of the work. The Licensee alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous information and no claim whatsoever, shall be entertained on this account.

a) Special terms and conditions for Construction and Development of Project Facilities and Assets.
b) The nomenclature of the item.
c) Specifications given in the Drawings, Notes for Construction and Development of Project Facilities and Assets and as directed by CGHIDB.

consultation with consultant during execution.

d) The CGPWD / CPWD.

e) In case it is not possible to resolve the issue with the help of RFP documents, the provisions of relevant IS Codes shall be relied upon.

f) In case it is not possible to resolve issues with the help of any of the above stated documents, the decision, and directions of the CGHIDB /Nodal Officer in consultation with Consultant shall be followed for execution and completion of any item of work.

For any clarification/ doubt, the CGHIDB /Nodal Officer may organize regular meetings with Licensee. The Licensee shall attend such meetings invariably as and when required.

## 2. Utilities for Construction and Development of Project Facilities

The Licensee shall make his own arrangement for electricity and water suitable for construction at his own cost.

## 3. Safety and Security

The Licensee will arrange to erect, at his own cost, G.I. Sheet fencing or other appropriately approved fence around the site identified for new development, with entry/exit gates at suitable points. The Licensee shall, at his own cost, provide and erect suitable fencing around the project sites to ensure the security of his men, materials and equipment within the project sites. The security of workmen, materials, equipment stores etc. within the Project Sites shall be the responsibility of the Licensee.

The Licensee shall take all precautions to avoid accidents by exhibiting necessary caution boards during day and night, speed limit boards, red flags, red lights and providing barriers. Licensee shall be responsible for all damages and accidents caused to existing/ new work due to negligence on his part. No hindrance shall be caused to traffic during the execution of the work.

The Licensee shall protect the adjoining buildings or works and the work under execution from fire and shall make adequate arrangements for fire protection and firefighting at his own cost and if any property is damaged by fire due to the negligence of the Licensee, the same shall be made good by the Licensee at his own cost to the complete

satisfaction of CGHIDB /Nodal Officer.

The Licensee shall take care of all safety precautions pertaining to construction works, such as scaffolding, ladder, working platforms, gangways, electric arc/ gas welding, use of hoist and construction machinery.

The Licensee shall take all preventive measures against any damage caused by rain, snowfall, floods or any other natural calamity, whatsoever at his own cost, during the execution of the work.

It shall be the responsibility of the Licensee to safeguard the project site and ensure that no illegal encroachments are made by outside elements within the project site.

## 4. Testing

In order to ensure quality of work during its execution, the CGHIDB may require samples for mandatory or routine testing of materials. All costs of these samples, their packaging, conveyance from the site to the testing laboratory and return, shall be borne by the Licensee. The licensee may establish testing lab at the site or make the necessary alternative arrangement.

List of Minimum Requirements of Field-Testing Instruments **(Refer annexure- II, section 53 of CPWD Works Manual12)**

| S. No | Name of Instrument | Quantity |
|---|---|---|
| 1 | Steel Tapes – 3m, 10m, 15m, 30m, 50m, 100m | 03 Nos. Each |
| 2 | Vernier Calipers | 02 Nos. |
| 3 | Micrometre Screw 25mm gauge | 02 Nos. |
| 4 | Good Quality Plumb Bob | 02 Nos. |
| 5 | Spirit Level (minimum 30 cms long with 3 bubbles for horizontal vertical | **As required** |
| 6 | Wire Gauge (circular type) Disc | 02 Nos. |
| 7 | Foot Rule | 02 Nos. |
| 8 | Long Nylon Thread | **As required** |
| 9 | Rebound Hammer for testing concrete | 02 Nos. |
| 10 | Dynamic Penetrometer | 02 Nos. |
| 11 | Magnifying Glass | 02 Nos. |
| 12 | Screwdriver – 30 cm long | 02 Nos. |
| 13 | Ball Pin Hammer – 100 grm. | 02 Nos. |

| S. No | Name of Instrument | Quantity |
|---|---|---|
| 14 | Plastic Bags for taking samples | **As required** |
| 15 | Moisture Meter for timber | 02 Nos. |
| 16 | Earth Resistance Tests (for Electrical Divisions) | **As required** |
| 17 | Meggar (for Electrical Divisions) | **As required** |

Sampling of Concrete: The minimum frequency of sampling of concrete or each grade shall be in accordance with the following: -

| Quantity of concrete in work (Cum) | Number of Samples |
|---|---|
| 1-5 | 1 |
| 6-15 | 2 |
| 16-30 | 3 |
| 31-50 | 4 |
| 51 and above | 4 plus one additional sample for each additional 50 cum or part thereof |

**Note:** At least one sample shall be taken from each shift. Where concrete is produced at continuous production unit, such as ready mix concrete plant, frequency of sampling may be agreed upon mutually by Licensee and CGHIDB.

The Licensee shall be required to get all the necessary, mandatory and other tests as per the specifications/ IS codes, carried out on materials/ work from an approved laboratory.

The Licensee shall give a satisfactory performance test of installations individually and as a whole to ensure their proper functioning before the work is finally declared completed and accepted.

## 5. Steel

The Licensee shall procure steel reinforcement bars TMT-FE-500D/550D only (Thermo Mechanically Treated bars) conforming to relevant IS codes from SAIL, TISCO, VAIZAG, RINL, JSW, JSPL or equivalent as approved by CGHIDB . Structural steel of main producer TATA, SAIL or equivalent as approved by CGHIDB /Nodal Officer and consultant shall be permitted for use. The Licensee shall have to obtain

and furnish test certificates to the CGHIDB in respect of all supplies of steel brought by them to the site of work. Samples shall also be taken and got tested by the CGHIDB at Licensee's cost as per the provision in this regard in relevant IS codes.

## 6. Approval of Materials and Samples

All materials, articles and workmanship shall be of respective best quality and all materials used in different items of work shall be as per relevant codes/guidelines issued by state or central government and the same shall be approved by CGHIDB.

## 7. As-built Drawings and other requirements

The Licensee shall on Transfer, deliver to CGHIDB relevant records, plans, documents, reports, etc. pertaining to the Project Facilities and their Assets, its design, engineering, construction including all Applicable Permits obtained, programs and manuals pertaining thereto and three (3) sets of complete duly certified as built drawings, plans and as-installed/laid line diagrams of services such as water supply, sewerage, storm water drainage, power supply, telecommunication lines, firefighting etc. and one (1) sets of the same in appropriate electronic formats in CD/DVDs on or before the handover date.

The Licensee shall on Transfer or termination also prepare and submit instructions, operation and maintenance manuals including copies of warranty/guarantee certificates for the use, operation and maintenance of the plants, equipment, installations and other works such as waterproofing, anti-termite treatment etc.

The drawings which may be issued with the RFP Document are diagrammatic and indicative to the arrangement of various components of the Systems and to the extent of work. But the actual work to be carried out will be as per the approved good for construction drawings which can vary to any extent.

## 8. Compliances

The work shall be carried out, complying in all respects, with the requirements of relevant byelaws of the local body under the jurisdiction of which the work is to be executed, specifications, conditions of License agreement, drawings or as directed by the CGHIDB.

The Licensee shall comply with proper legal orders and directions of the local

or public/ CGHIDB or municipality and abide by their rules and regulations and pay all fees and charges which may be liable.

The Licensee shall give due information to Municipal, Police and/or other authorities that may be required under the law/rules under force in the area and obtain all requisite licenses for temporary obstructions / enclosures and pay all charges which may be levied on account of his execution of work under the agreement at his own cost.

The Licensee shall be responsible for all statutory provisions and deductions towards ESI, PF or any other, or any other levies and taxes including GST shall be borne by the Licensee at its own cost.

The Licensee is supposed to abide by the minimum wages act and shall produce all records to the CGHIDB /Nodal Officer or any other statutory as and when called for. The CGHIDB /Nodal Officer and consultant do not hold any responsibility on account of any lapses in this regard.

## 9. List of Approved Brands and Make for Civil Work

| SN | ITEM | MAKE |
|---|---|---|
| 14 | Water proof exterior Paint | Asian, ICI, Nerolac, Burger, JSW or equivalent make as approved by CGHIDB . |
| 15 | Float Glass | MODI GUARD, SAINT GOBAIN, ASAHI or equivalent make as approved by CGHIDB /Nodal Officer and Consultant |
| 16 | Water proofing compound Agency | FOSROC, ZYCOSEAL, PIDILITE or as Approved by CGHIDB /Nodal Officer and Consultant |
| 17 | Anti-termite Treatment Agency | As Approved by CGHIDB /Nodal Officer and Consultant |
| 18 | Anodized Aluminum Fittings | JINDAL, INDAL, HINDALCO or equivalent make as approved by CGHIDB / Nodal Officer and Consultant. |
| 19 | Hinges | EBCO, Flora, DORMA, HAFELLE, HETICH or equivalent make as approved by CGHIDB . |
| 20 | Bricks / ACC Blocks | Best Quality Fly ash Bricks / ACC Blocks as approved by CGHIDB . |
| 21 | Sand | Narmada Sand as approved by CGHIDB / |

| SN | ITEM | MAKE |
|---|---|---|
| | | Nodal Officer. |
| 22 | Aggregate | Best quality locally available obtained from cone crusher as approved by CGHIDB /Nodal Officer |

NOTE:

This is a general indicative list of the materials for the brand and make of the material to be used by the Licensee.

## 10. List of Approved Brands and Make for Electrical Works

| SN | ITEM | MAKE |
|---|---|---|
| 1 | Distribution Transformer, Star Rating | ABB, Tesla Transformer, Voltamp, Schneider |
| 2 | Power Transformer | BHEL, Crompton Greaves, ABB, Schneider |
| 3 | Vacuum Circuit Breaker, SF-6/Gas filled Circuit Breaker | ABB, Schneider, Siemens, Crompton |
| 4 | ACB | ABB, Schneider, Siemens |
| 5 | PSS/CSS with HT/LT Switch Gear, Transformer and connected Accessories | ABB, Schneider, Siemens, L&T |
| 6 | MCCB, MCB, ELCB, RCCB, DB, ICTPN, TP, HRC Fuse, Change over Switch, Switch Fuse Unit | ABB, Schneider, Siemens, L&T |
| 7 | XLPE Cable 11/33kV grade | CCI, RR Kabal, Polycab, Finolex, Ravin cable |
| 8 | PVC/XLPE Power Cables up to 1.1kVgrade | CCI, RR Kabal, Polycab, Universal, Ravin Cable |
| 9 | Instrument Voltmeter, Ammeter, PF Meter | Schneider, Automatic Electric, Siemens, HPL |
| 10 | 33/11kV Cable End Termination &Jointing Kits | Raychem, 3M,Mahendra |
| 11 | Relays | Siemens, Schneider, C&S |
| 12 | Lighting Fixtures | Phillips, Schreder, Crompton Greaves, Wipro,GE |
| 13 | PVC insulated Elect. Wires Sheathed/unsheathed, PVC | Finolex, RR cable, HPL, Polycab, Anchor, L&T |

| SN | ITEM | MAKE |
|---|---|---|
| | flexible LT cable, multicore, single core, Flat cable for submersible pumps | |
| 14 | Current Transformer | Schneider, Automatic Electric, Siemens, HPL |
| 15 | On line UPS, Servo Stabilizer, Inverter, CVT | APC, TATA Libert |
| 16 | Rotary Switches, Selector Switches | Kaycee, Siemens, Schneider |
| 17 | Exhaust fan/ Air Circulator/ Bracket & Pedestal fans/ Ceiling fan | Crompton Greaves, Polar |
| 18 | Electronic Energy Meter | Secure, ABB, Schneider |
| 19 | Capacitors- PF correction for Electrical General Services | BHEL, ABB, Schneider, EPCOS |
| 20 | DG Sets | Birla Yamaha, CGL, Shriram Honda, |
| 21 | DG Engine | Cummins, Kirloskar, Ashok Leylend, Penta-Volvo |
| 22 | Alternator for DG set | KEC, CGL, Stampford, Leroy-Somer, Kirloskar-Green |
| 23 | LT Switchgear & control gears- Contactors & motor starters, Energy Efficient Soft Starter panel/ Earthling Switch, Single phase preventer | ABB, Siemens, Schneider, C&S |
| 24 | Timers - Electronic Solid State | ABB, Siemens, Schneider |
| 25 | Water Coolers | Blue Star, Fedders, Kelvinator, Shriram, Sidwal, Voltas |
| 26 | Electrical Accessories (Piano Switch, Plugs &Sockets, Ceiling Rose, Angle Holder, Holders) | Legrand, Schneider, Havells |
| 27 | Bell Buzzer | Schneider |

| SN | ITEM | MAKE |
|---|---|---|
| 28 | Electronic Fan Regulator | Crompton Greaves, Bajaj, Usha |
| 29 | GI/MS Pipe | TATA, Jindal, TT Swastik, Prakash Surya |
| 30 | Geysers | Crompton Greaves, Recold |
| 31 | Solar Water Heaters | As per MNES approved sources. |
| 32 | Solar Distilled Water Plants | Makes can be approved on the recommendation of divisions. |
| 33 | Battery Charger for battery room | Amar Raja, Exide, RS Power |
| 34 | PVC Conduit pipe & Casing capping for electrical wiring | A.K.G., Polycab, BEC, Shreenath |
| 35 | Aluminium Ladders | Sumer, Beatfire |
| 36 | LT Panels | From CPRI tested firms |
| 37 | Air Curtain | Aircon, ALMONARD, CGL |
| 38 | Early Streamer Emission Lightening Conductor Air Terminal(ESELC) | Ingesco (Spain) |
| 39 | 33 KV Air break switch | Atlas (Bomay) |
| 40 | 33 KV LA | Elpro, CGL |
| 41 | 33 KV Drop out fuse | Atlas (Bomay) |
| 42 | Control and Relay Panel | ABB, AREVA, Schneider, Siemens |
| 43 | Batteries | Exide, Amco, Amar Raja, HBLNife |
| 44 | Battery Charger | Chhabi, HBL, Caldyne, Masstech, DUBAS, Statcon |
| 45 | Fire Protection System | Vijay, Unitech, Technofab, Mather& Platt, Steelage. |
| 46 | Wires - Copper Type | Finolex, RR |
| 47 | Telephone Wire | Finolex, Indoplast, RR, Delton |
| 48 | Telephone Cable | Finolex, Delton, Nicco, Indoplast, RR |
| 49 | Wall Brackets, Ceiling Light, Bollard | Philips, Wipro, Schredder |
| 50 | Coaxial TV Cabel | Finolex, Havells, American North Star, RR |
| 51 | Octagonal Pole | Philips, Wipro, Schredder |
| 52 | Pump | KSB, Kirloskar, Grundfos |
| 53 | Advance Lightening System | Indelec, LPI, Ingesco |
| 54 | Elevator / Lift | KONE / OTIS / Schneider / JOHNSON / Thyssenkrupp |

NOTE:-

This is a general indicative list of the material for the brand and make of the material to be used by the Licensee.

## 11. List of Approved Brands and Make for Fire Fighting & Fire Alarm System.

| A | Approved Manufacturer List of Equipment for Mechanical Work | |
|---|---|---|
| SN | ITEM | MAKE |
| 1 | FIRE PUMPS ELECTRICALDRIVEN | KIRLOSKARBROS. LTD/MATHER & PLATT |
| | FIRE PUMPS DIESEL DRIVEN | KIRLOSKAR BROS. LTD /CROMPTON GREAVES |
| 2 | M.S.ERW PIPES | JINDAL (HISSAR) /TATA / SURYAROSHINI/ ZENITH/METALMAN |
| 3 | PIPE FITTINGS | Approved quality and make |
| 4 | BUTTERFLY VALES | AUDCO / KOR VALVE/ZOLOTO |
| 5 | NON – RETURN VALVES | AUDCO / KOR VALVE/ZOLOTO / HAWA |
| 6 | C.I. GATE/SLUICE VALVES | AUDCO / KOR VALVE/ZOLOTO |
| 7 | BALL VALES (Screwed end) | AUDCO / KOR VALVE/ZOLOTO |
| 8 | STRAINERS | AUDCO / KOR VALVE/ZOLOTO |
| 9 | FOOT VALVES | AUDCO /KOR VALVE/ZOLOTO/NORMEX/ EQUIVALENT |
| 10 | PRESSURE SWITCH | INDFOS / DANFOS/ DELTA CONTROL |
| 11 | PRESSURE GAUGE | H. GURU/ PRICOL/ FIEBIG |
| 12 | ANTICORROSIVE MATERIAL | I W L / PYPTOK/TIKKI |
| 13 | HYDRANT VALVES | NEWAGE / WINCO/OMAX/SUPERMAX |
| 14 | BRANCH PIPE WITH NOZZLE | NEWAGE / WINCO/OMAX/SUPERMAX |
| 15 | FIRE HOSES | NEWAGE / MEGMEX/OMAX |
| 16 | HOSE COUPLINGS | NEWAGE / WINCO/OMAX/SUPERMAX |
| 17 | HOSE REEL | EVERSAFE / /EQUIVALENT, FIRECON/WINCO |
| 18 | HOSE BOX / FIRE DUCT | Approved quality and make |

| | | |
|---|---|---|
| | SHUTTER | |
| 19 | FIRE EXTINGUISHERS | SAFEX / SAFETEC / KANEX/TERMINATOR |
| 20 | SPRINKLERS : | HD / TYCO / VIKING |
| 21 | SPRINKLER ALARM VALVE : | HD / TYCO / VIKING |
| 22 | DELUGE VALVE : | HD / TYCO / VIKING |
| 23 | FLOW SWITCH : | SYSTEM SENSOR/EQUIVENT |
| 24 | PAINT | ASIAN/BURGER |
| 25 | G M Valves : | AUDCO / KOR VALVE/ZOLOTO |
| 26 | WELDING ELECTRODES : | ESAB28/ADVANI/ADOR/MANGLAM |
| 27 | ANTI VIBRATING PADS | DUNLOP/Approved quality and make. |
| 28 | 2/4-WAY FIRE BREACHING | NEWAGE/WINCO/OMAXOR ANYOTHER |
| | CONNECTION & COUPLING | Approved quality and make |
| 29 | STELL CONDUIT | BEC/ OTHER Approved quality and make |

| B | **Approved Manufacturer List of Equipment for Electrical Work** | |
|---|---|---|
| SN | ITEM | MAKE |
| 1 | ELECTRIC MOTORS | KIRLOSKAR ELECTRIC /CROMPTON GREAVES |
| 2 | BATTERY | EXIDE/STANDARD/AMAR RAJA/MINIMAX |
| 3 | MOTOR CONTROLCENTRE/PANEL | Approved quality and make/TACAPPROVED & IS STANDARD |
| 4 | PVC SHIELDED ARMOUED/ FLEXIBLE CONTROL / POWER CABLES | POLYCAB/HAVELL`S/ FINOLEX |
| 5 | MCCB | L&T/SIEMENS/SCHNEIDER / ABB |
| 6 | CONTROL MCB | L&T/SIEMENS/SCHNEIDER / ABB |
| 7 | VOLT METER SELECTSWITCH | L & T / KAYCEE/ SIEMENS |
| 8 | VOLTMETER ( AC / DC) | TAC APPROVED |
| 9 | AMMETER (AC / DC) | TAC APPROVED |
| 10 | POWERCONTACTORS | L&T/SIEMENS/SCHNEIDER |
| 11 | OVER LOAD RELAY | L & T / SIEMENS |
| 12 | MAIN SUPPLY SELECTOR – DPMCB | L & T / SIEMENS |

| | | |
|---|---|---|
| 13 | SMOKEDETECTOR/HEATDETECTOR | SYSTEM SENSOR/APOLLO |
| 14 | MAINFIREALARM CONTROLPANEL | AGNI SURKSHA/ HONEYWELL /RAVEL |
| 15 | MANUAL CALL POINT | AGNI SURKSHA/SYSTEM SENSOR |
| 16 | ELECTRONICSOUNDER/HOOTER | AGNI SURKSHA/SYSTEM SENSOR |
| 17 | RESPONSE INDICATOR | AGNI SURKSHA/SYSTEM SENSOR |

NOTE:-

All the materials shall be ISI marked wherever available from the list of manufacturer given above, wherever the ISI marked materials are not available, the materials shall be from the best quality available in the market.

## B. Technical Specifications for Construction and Development of Project Facilities and Asset

### 1. Technical Specification for Building Works

The Technical Specifications for Building works for the Project will refer to Specifications issued by Central Public Works Department (CPWD) as applicable amended till the date of Issue of NIT, Specifications provided in CGPWD SOR, Relevant IS Codes amended till the date of Issue of NIT, National Building Code amended till the date of Issue of NIT.

### 2. Technical Specification for Electrical Works

The Technical Specifications for Electrical works for the Project will refer to General Specifications for Electrical Works issued by Central Public Works Department (CPWD) as applicable amended till the date of Issue of NIT, Specifications provided in CGPWD SOR 2105 for internal electrical works and external electrical works, Relevant IS Codes amended till the date of Issue of NIT, National Building Code amended till the date of Issue of NIT.

Mode of measurements shall be as per provisions contained in the relevant clauses of the above-mentioned specifications,

## Schedule B- Annexure 3 – List of Inventory

## Schedule C- Project Completion Schedule

| Milestone | Timeline |
|---|---|
| All Statutory, Design & drawing approvals completion | T + 120 days |
| Completion of all Foundation works up to Ground level | T + 180 days |
| Completion of all Concrete works above Ground level including Brickwork | T + 360 days |
| Finishing works including interiors and exterior | T + 540 days |
| Furnishing works completion | T + 690 days |
| Testing and Handover | T + 720 days |

*T- Project Start Date/ Date of LOA

## Schedule D: Applicable Permits

The Licensee is required to obtain all the applicable sanctions / approvals / clearances / permits, planning permission, development permission, building permission and environmental clearance and pay statutory fees required for obtaining all the applicable sanctions / approvals / clearances / permits including but not limited to following

| Sr. | Name of Clearance | Brief Description |
|---|---|---|
| 1 | Land Use Certificate | Required to determine the permissible land use |
| 2 | Planning Permission | a formal planning permission would be issued by T & CP |
| 3 | Development Permission | Required |
| 4 | Building Permission | In order to start building construction activity: building plans are to be approved by Municipal Corporation. |
| 5 | FASSAI Certificate | Required |
| 5 | EIA Clearance Required From G.O.I. if Applicable | Environmental clearance required from Government of India |
| 6 | High Rise Clearance including Fire NOC if Applicable | If required |