PROJECT DEVELOPMENT AND MANAGEMENT AGREEMENT

between

JHARKHAND TOURISM DEVELOPMENT CORPORATION LIMITED (AUTHORITY)

and

_____ (DEVELOPER)

For

DEVELOPMENT OF EXISTING TOURISM PROPERTY AT MAITHON IN DHANBAD ON RENOVATE, OPERATE, MAINTAIN AND TRANSFER (ROMT) BASIS

Jharkhand Tourism Development Corporation Limited
5, Mahatma Gandhi Marg, Main Road, Ranchi - 834001
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PROJECT DEVELOPMENT AND MANAGEMENT AGREEMENT

This Project Development and Management Agreement ("**PDMA" or "Agreement**") mutually agreed and entered into on this the_____day of_____, Two Thousand and_____at Ranchi.

BETWEEN

Jharkhand Tourism Development Corporation Limited having its office at 5, Tourist Complex, Main Road, Ranchi - 834001 (hereinafter referred to as the "**Authority**" or the "**JTDC**") which expression shall unless repugnant to the context include the administrators, successors and assigns on the First Part.

AND

_____, a company incorporated under the Companies Act 2013 having its office at_____(hereinafter referred to as the "**Developer**") which expression shall unless repugnant to the context include the successors and permitted assigns, on the Other Part.

The Authority and Developer are collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS,

A. Jharkhand Tourism Development Corporation Limited (the **"Authority"**) is the nodal agency under the Department of Tourism, Government of Jharkhand with a mandate to develop tourism infrastructure in the State of Jharkhand. JTDC is operating various hotels and tourist complexes in the State of Jharkhand for providing accommodation to the tourists.

B. The Jharkhand Tourism Development Corporation Limited (the **"Authority")** is a nodal agency under the Department of Tourism, Government of Jharkhand with a mandate to develop tourism infrastructure in the State of Jharkhand. JTDC is been operating various hotels and tourist complexes in the State of Jharkhand for providing accommodation to the tourists. The Authority with a view to attract more footfalls into the region intends to renovate the existing tourism property at Maithon in Dhanbad **(the "Project Site")**.

C. The Authority with a view to enhance the hospitality infrastructure, tourists' experience intends to entrust the management of the Project Site to a competent entity(ies) who would undertake the development, operation and maintenance of the same on Public Private Partnership **("PPP")** under Develop, Operate, Maintain and Transfer (ROMT) Basis for a period of 20+5 years **("Project").**

D. Pursuant thereto, the Authority through an open, transparent and competitive bidding process invited proposals from interested parties for the Project by issuing Request for Proposal ("**RFP**") document dated _____ containing inter-alia the minimum qualification criteria and the terms and conditions for implementing the Project.

E. After evaluating the proposals, the Authority has accepted the proposal submitted _____[*insert the name of the Successful Bidder/Consortium*], as the Successful Bidder (**the "Successful Bidder"**) and issued Letter of Award ("LOA") No. _____ dated_____*[insert the number and date of issue of LOA].* The Successful Bidder has duly acknowledged the same vide its Letter No._____dated_____ *[insert the letter number and date].*

F. _____ [Single Entity/ Consortium] has incorporated a Special Purpose Vehicle viz._____ ("**Special Purpose Vehicle" or "SPV**") in accordance with the terms of RFP and has requested the Authority to accept the SPV as the Developer/ the entity which shall undertake and perform the obligations and exercise the rights of the Successful Bidder under the LOA, including the obligation to enter into this Agreement pursuant to the LOA for implementing the Project.

G. The Authority acknowledges that the Selected Bidder / Developer has submitted the following to the Authority:

i. an amount of Rs. _____/- (Rupees_____only) being Performance Security by means of a demand draft_____, bearing No_____dated_____ drawn on_____[name of bank].

ii. an amount of Rs._____/- (Rupees_____only) being non-refundable Project Development Expenses by means of a demand draft_____, bearing No _____ date_____on_____[name of bank].

H. The Parties hereto are required to enter into an Agreement, being these presents, to record the terms, conditions and covenants set forth hereunder.

NOW THEREFORE THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

ARTICLE 1 - DEFINITIONS AND INTERPRETATION

Definitions

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

"Affected Party" shall mean the Party claiming to be affected by a Force Majeure Event in accordance with Clause 8.1.

"Agreement" means this Agreement, the schedules, annexures hereto and includes any amendments hereto made in accordance with the provisions hereof.

"Agreement Period" shall have the meaning ascribed thereto in Clause 3.2 of this Agreement.

"Applicable Law" means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project / the Parties in relation to the Project.

"Applicable Permits" means all clearances, permits, authorisations, consents and approvals required to be obtained or maintained by the respective Parties under the Applicable Laws including those specified in Schedule 4, in connection with the development, operation, maintenance & management of the Project during the subsistence of this Agreement.

"Appointed Date" means the date of signing of this Agreement.

"Arbitration Act" means the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.

"**Bank Rate**" means the rate of interest specified by the Reserve Bank of India from time to time in pursuance of section 49 of the Reserve Bank of India Act, 1934 or any replacement of such Bank Rate for the time being in effect.

"Book Value" shall mean the expenditure incurred for development of Project Facilities as per the books of the Developer, net of depreciation charged on the basis of straight line method and amortized equally over the operations period, duly verified and certified by an independent auditor in accordance with IGAAP (Indian Generally Accepted Accounting Principles). Revaluation of the land and building shall not be included for calculation of book value during the Agreement Period and at the end of Agreement Period by the Developer. For the purpose of calculation of the Book Value only the cost incurred by the Developer on the development of Project Facilities up to the Commercial Operation Date shall be considered.

"Commercial Operation Date" shall mean the date on which the Project Completion Certificate is issued by the Authority in accordance with Clause 5.4.6 upon procuring of the Completion Certificate with respect to all the Project Facilities by the Developer.

"Consortium" shall mean the consortium consisting of (i)_____and (ii)_____formed pursuant to the Joint Bidding Agreement dated_____for the purpose of undertaking the Project.

"Consortium Member(s)" shall mean any or all of the members of Consortium and in the event of reconstitution of the Consortium; it shall include members of such reconstituted Consortium.

"Completion Certificate" shall mean the certificate issued by the Authority upon completion of each of the Project Facilities in accordance with Clause 5.4.5, whereupon such Project Facility shall commence its commercial operation.

"Due Date" means the due date for payment of Fee as set out in Schedule 1.

"Emergency" shall mean a condition or situation that is likely to endanger the safety of the individuals on or about the Project including the safety of the users thereof or which poses an immediate threat of material damage to the Project.

"Encumbrance" means any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Project Site or Project Facilities.

"Expiry" means expiry of this Agreement by efflux of time.

"**Expiry Date**" means the date on which Expiry occurs.

"**Fee**" means the fee payable by the Developer to the Authority in accordance with Article 7 - and Schedule 1 of this Agreement.

"Financial Year" means the period commencing from April 1 of any given year to March 31 of the succeeding year.

"Financing Documents" means collectively the documents evidencing Lenders' commitment to finance the Project.

"Force Majeure" or **"Force Majeure Event"** means an act, event, condition or occurrence as specified in Article 8 -.

"Good Industry Practice" means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, operation &management or supervision or monitoring thereof of any of them of a project similar to that of the Project.

"Government Agency" shall mean Government of India, Government of Jharkhand or any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Developer, the Project or any portion thereof, or the performance of all or any of the services or obligations of the Developer under or pursuant to this Agreement.

"Lenders" means financial institutions, banks, funds and trustees for bond holders or debenture holders, who have provided financial assistance to the Developer for financing any part of the Project.

"Material Adverse Effect" means a material adverse effect on (a) the ability of the Developer to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.

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

"Performance Security" shall mean the Demand Draft submitted to the Authority by the Developer for due performance of its obligations under this Agreement, in accordance with Clause 5.1.

"Person" shall mean (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, society, sole proprietorship, unincorporated organization, government or Government Agency or any other legal entity.

"Preliminary Notice" means the notice of intended Termination by the Party entitled to terminate this Agreement to the other Party setting out, inter alia, the underlying Event of Default.

"Project" means and includes development of the Project Facilities, operation, maintenance & management thereof and transfer of the Project Facilities in accordance with the terms and conditions of this Agreement.

"**Project Facilities**" means the Project Site, the existing Project Facilities on the Project Site more fully described in the Schedule 5 and includes all the structures, fittings & fixtures, common areas, infrastructure, all amenities/ facilities proposed to be build, provided or procured within the Project Site by the Developer, consistent with Good Industry Practice and the terms of this PDMA.

"Project Completion Certificate" shall mean the certificate issued by the Authority upon completion of all the Project Facilities in accordance with the Approved Project Implementation Plan.

"Project Implementation Plan" shall mean the detail plan submitted by the Developer with regard to development of Project Facilities and its operation and management thereof in accordance with this Agreement and to be appended as Schedule 9 to this Agreement.

"Project Site" means the property belonging to the Authority more fully described in Schedule 5.

"Rights" shall have the meaning ascribed thereto in Clause 3.1 of this Agreement.

"Scheduled Commercial Operation Date" shall have the meaning ascribed to it in Clause 5.4.1;

"Tax" shall mean and includes all taxes including GST, fees, cess, duties (including stamp duties), levies that may be payable by the Developer for execution of this Agreement and during the Agreement Period under Applicable Law.

"Termination" means early termination of this Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include Expiry.

"Termination Date" means the date specified in the Termination Notice as the date on which Termination occurs.

"Termination Notice" means the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

"**User Fee**" means all charges, costs, fees, tariff and other amounts by whatever name called, collected by the Developer from the users, pursuant to this Agreement, for usage of the Project.

Interpretation

Interpreting the conditions in this PDMA, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of this PDMA unless specifically defined. The documents forming part of the PDMA shall be interpreted in the following order of priority

a) This PDMA along with Schedules as amended from time to time;
b) Letter of Award (refer Schedule 7);
c) Technical Proposal and Financial Proposal (refer Schedule 8);
d) Clarification/Corrigendum/Addendum to the Bidding Document, if any;
e) Bidding Document with all its Annexure and Appendices.

ARTICLE 2 - SCOPE OF THE PROJECT

Scope of the Project

The scope of the Project (the **"Scope of the Project")** shall mean and include, during the Agreement Period:

a) Development, operation and management of Project Facilities in accordance with the terms and conditions of this Agreement and the Approved Project Implementation Plan submitted to the Authority;
b) Performance and fulfilment of all other obligations in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all obligations under this Agreement and
c) Transfer of Project Site along with the Project Facilities in good operational conditions on the Expiry Date or the Termination Date as the case may be in accordance with the terms and conditions of this Agreement.

ARTICLE 3 - RIGHTS

Grant of Rights

Subject to and in accordance with the terms and conditions set forth in this Agreement, the Authority hereby grants the following rights (the "**Rights**") and authorizes the Developer:

i. to carry out surveys, investigation, study, design, engineer, procure, finance, construct, operate & management of the Project Facilities in accordance with this Agreement and for this purpose it may regulate the entry into and use of the same by 3rd parties;
ii. to exercise and/ or enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement including the right to collect, retain and appropriate User Fee from the users of the Project Facilities during the Agreement Period; and
iii. to fix the tariff / User Fee to be charged from the users for the Project Facilities including entry fee, parking, and the facilities to be developed, with prior intimation to the Authority.

The Developer shall not lease, mortgage, assign, transfer or create any lien or Encumbrance on the whole or any part of the Project Site or Project Facilities, save and except as expressly permitted by this Agreement.

Subject to the terms of this Agreement and other relevant provisions under Applicable Laws, the Developer shall have the right to enter into agreements with such Persons/ as it may deem necessary and appropriate, for performing its obligations under this Agreement.

Agreement Period

The tenure of the Agreement shall be for a period of 20 (twenty) years commencing from the Appointed Date and ending on the Expiry Date (the "**Agreement Period**").

Provided that in the event of Termination, the Agreement Period shall mean and be limited to the period commencing from the Appointed Date and ending with the Termination Date.

The Parties may mutually agree to extend the term of this Agreement for a further period of 5 (five) years on mutually agreed terms and conditions subject to the following conditions:

On the 18th (Nineteenth) anniversary from the Appointed Date, if the Parties agree in principle that the Agreement Period is to be extended for further period, the Parties shall initiate dialogue to extend the term of this Agreement on mutually acceptable terms and conditions. If the Parties are unable to agree upon the mutually acceptable terms and conditions for extension of the Agreement by the expiry of the 19th (fourteenth) anniversary from the Appointed Date, then the Agreement shall expire on the 20th (fifteenth) anniversary from the Appointed Date and Authority shall acquire all of rights and interests in and to the Project.

Acceptance of Rights

In consideration of the rights, privileges and benefits conferred upon by the Authority and other good and valuable consideration expressed herein, the Developer hereby accepts the Rights and agrees and undertakes to perform/discharge all of its obligations in accordance with the provisions of this Agreement.

Access rights to the Authority and others

The Developer shall allow free access to the Project Site and Project Facilities at all times for the authorized representatives and vehicles of the Authority and for the persons and vehicles duly authorized by any Government Instrumentality to:

(a) inspect the Project Site and the Project Facilities and investigate any matter with their authority and upon reasonable notice; and

(b) allow access to and use of the Project Site for laying/ installing / maintaining telegraph lines, electric lines or for such other public purposes as the Authority may specify. Provided that such access or use shall not result in a Material Adverse Effect and that the Authority shall, in the event of any physical damage to the Project Site / Project Facilities on account thereof, ensure that the Project Site / Project Facilities is promptly restored at its cost and expenses.

Provided further, that to the extent such access and use allowed by the Developer affects the performance of any of its obligations hereunder, the Developer shall not be deemed or construed to be in breach of its obligations nor shall it incur/ suffer any liability on account thereof.

ARTICLE 4 - PROJECT SITE

Handover of Project Site

Prior to the handover of Project Site to the Developer, the Authority and the Developer shall within 15 (fifteen) days from the Appointed Date conduct joint inspection of the Project Site and agree to the exact area and inventory of the existing facilities therein and jointly prepare and sign a joint inspection report. The joint inspection report shall form part of Schedule 5.

The Authority shall, within 7 (seven) days from the date of signing of the joint inspection report by both the Parties handover to the Developer, on as-is-where-is basis, vacant and peaceful physical possession of the Project Site, free from Encumbrance and encroachment, for the purpose of implementing the Project.

Upon handover of the Project Site, the Developer shall have the right to enter upon, use and make at its own costs such investigation necessary or appropriate to prepare the Project Implementation Plan for development of Project Facilities on the Project Site and operation and management thereof in accordance with the provisions of this Agreement and the Approved Project Implementation Plan.

Peaceful Possession

The Authority hereby warrants that:

a) The Project Site has been acquired through the due process of law and belongs to and is vested with the Authority and that the Authority has full powers to hold, dispose of and deal with the same consistent, inter alia, with the provisions of this Agreement.
b) In the event the Developer is obstructed by any Person claiming any right, title or interest in or over the Project Site or any part thereof, or in the event of any enforcement action including any attachment, distrait, appointment of receiver or liquidator being initiated by any Person claiming to have any interest in/charge or the Project Site or any part thereof, the Authority shall, if called upon by the Developer, defend such claims and proceedings and also keep the Developer indemnified against any consequential loss or damages which the Developer may suffer, on account of any such right, title, interest or charge.

Use of the Project Site

a) Pursuant to Clause 4.1, the Developer shall have the right to enter upon, occupy and use the Project Site and to make at its costs, charges and expenses such investigations and development activities (including but not limited to land filling, levelling, clearing, landscaping and related works including overcoming site constraints, if any) and any other activity as may be necessary or appropriate to implement the Project.
b) Subject to the terms of this Agreement, the Developer shall have the right to develop, create, obtain, set up, construct as the context admits or requires, and operate and maintain the Project Facilities by itself or through its Contractors.
c) The Developer shall have the right to use the Project Site in accordance with the provisions of this Agreement and for this purpose it may regulate the entry into and use of the same by third parties, provided that the Developer will be required to provide unrestricted access to any site of religious nature falling within the Project Site.
d) Developer shall not without the prior written approval of Authority use the Project Site for any purpose other than for the purpose of development of Project and purposes incidental or ancillary thereto.

ARTICLE 5 - OBLIGATIONS OF THE DEVELOPER

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Developer shall have the following obligations:

Performance Security

The Developer shall, for due and punctual performance of its obligations relating to the Project, should submit to the Authority a demand draft from a scheduled bank acceptable to the Authority for an amount equal to the Annual Fee payable for the year subsequent to such submission (the "**Performance Security**"). The first of such Performance Security has been submitted prior to signing of this Agreement for a sum of Rs.___ /- (Rupees_____only). The Performance Security shall be kept valid throughout the Agreement Period and the Developer shall ensure that the amount of Performance Security submitted is equal to the Annual Fee payable for the subsequent year of such submission. The Authority shall not be liable to pay any interest on the Performance Security and the same shall be interest free.

In case of Developer's Event of Default, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as damages for such Developer default. Upon such encashment and appropriation from the Performance Security, the Developer's shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level of the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and the Developer shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 9 -.

Financing Arrangement

The Developer shall at its own cost, expenses and risk make such financing arrangement as would be necessary to implement the Project and to meet all of its obligations under this Agreement, in a timely manner.

Submission of Project Implementation Plan

The Developer shall within 60 (sixty) days from the date of handover of Project Site submit to the Authority a detailed project implementation plan ("**Project Implementation Plan**") and make a presentation on the same to the Authority. The Project Implementation Plan should set out in reasonable detail the information required as detailed in Schedule 2. The activities allowed would be tourism & tourism related activities in accordance with the Tourism Policy of the State of Jharkhand as amended from time to time.

The Authority shall review the Project Implementation Plan for compliance with applicable provisions and information requirements as specified in Schedule 2 of the Agreement and either approve or convey its comments/observations, if any within 30 (thirty) days from the date of receipt of the Project Implementation Plan by the Developer. On receipt of such comments/observation from the Authority, the Developer shall within 15 (fifteen) days submit a revised Project Implementation Plan to the Authority for its approval. The Project Implementation Plan will be considered deemed approved by Authority if any comments / observations are not shared with the Developer within 60 (sixty) days of receipt of the Project Implementation Plan from the Authority. After approval by the Authority, the Project

Implementation Plan ("**Approved Project Implementation Plan**") shall be signed by the Parties and appended to this Agreement as Schedule 9.

If the Developer fails to submit the Project Implementation Plan within the period of 60 (sixty) days from the date of handover of the Project Site, it should in writing convey the reasons for non-submission of the same within the said period of 60 (sixty) days. Upon such request, the Authority may for valid reasons and for reasons beyond the control of Parties, waive the delay to submit the Project Implementation Plan and extend the date for submission of Project Implementation Plan but not later than for a further period of 30 (thirty) days, subject to payment of penalty amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the submission of the same to the Authority. In case the Project Implementation Plan is not submitted within the extended period of 30 (thirty) days, the Authority shall, subject to the provisions of Clause 9.2, be entitled to terminate this Agreement. The said penalty amount should be submitted by the Developer to the Authority in the form of demand draft from any scheduled bank in favour of Jharkhand Tourism Development Corporation Limited, payable in Ranchi.

Notwithstanding any review or failure to review or the comments/observations of the Authority, the Developer shall be solely responsible for the adequacy of the Approved Project Implementation Plan and shall not be relieved or absolved in any manner whatsoever of any of its obligations set forth in this Agreement.

Development Obligations of the Developer

The Developer shall complete the renovation and operationalize all the Project Facilities and obtain the Project Completion Certificate according to the schedule approved in the Project Implementation Plan by the Authority ("**Scheduled Commercial Operation Date**"). Except for reasons of a Force Majeure Event and reasons attributable to the Authority, the Developer shall not be entitled to any extension of time in the above period.

The Developer shall complete the renovation of the Project Facilities as per the Approved Project Implementation Plan, other Applicable Laws and as per Good Industry Practices. In case the development of the Project Facilities is not carried out as per the Approved Project Implementation Plan, the Authority shall, subject to the provisions of Clause 9.2, be entitled to terminate this Agreement.

If the Developer fails to complete the renovation and operationalize all the Project Facilities within the Scheduled Commercial Operation Date, unless such failure has occurred due to Force Majeure or for reasons solely attributable to the Authority, the Developer should in writing convey the reasons for such non-compliance within the Scheduled Commercial Operation Date. Upon such request, the Authority may waive the delay and extend the date for operationalization of the Project but not later than for a further period of 60 (sixty) days, subject to payment of penalty amount calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day's delay until the operation of the Project. In case the Project is non-operationalized within the extended period of 60 (sixty) days from the Scheduled Commercial Operation Date, the Authority shall, subject to the provisions of Clause 9.2, be entitled to terminate this Agreement. The said penalty amount should be submitted by the Developer to the Authority in the form of demand draft from any scheduled bank in favour of Jharkhand Tourism Development Corporation Limited, payable in Ranchi.

Upon completion of the renovation work, the Developer shall clear all development equipment, surplus materials, debris and temporary installations from the Project Site. The Project Site and Project Facilities should be kept tidy and an aesthetically pleasing appearance to the satisfaction of the Authority.

Upon completion of development/renovation of each of the Project Facilities as per the Approved Project Implementation Plan, the Developer shall request the Authority to issue the Completion Certificate. The Authority shall upon determination of safety of the said Project Facility for the commercial usage, issue a certificate with respect to such Project Facilities ("**Completion Certificate**"). Each of the Project Facilities shall commence operation only upon issuance of Completion Certificate in respect thereof.

Upon completion of development/renovation of all the Project Facilities as per the Approved Project Implementation Plan and procuring completion certificate with respect to each of the Project Facilities in accordance with Clause 5.4.5, the Authority shall issue Project Completion Certificate ("**Project Completion Certificate**"). The date of issuance of Project Completion Certificate shall be the commercial operation date ("**Commercial Operation Date/COD**").

Operation and Management Obligations

The Developer shall ensure that each of the Project Facilities are opened for usage within 7 (seven) days from the date of issuance of Completion Certificate in respect thereof and shall operate and manage the same till the Expiry Date or the Termination Date as the case may be.

The Developer shall operate, manage & maintain the Project Site and the Project Facilities entirely at its own cost in accordance with the Good Industry Practice. The Developer may undertake the operations and maintenance of the Project Facilities by itself or through a Person possessing requisite technical, financial and managerial expertise/capability, however, the Developer shall be solely responsible for operations and maintenance of the Project.

The Developer shall from the date of issuance of Completion Certificate and till the Expiry Date have the sole and exclusive right to:

i. Determine, revise, charge, demand, collect, recover, retain and appropriate the User Charges at market driven rates from Users of the Project and for the goods, services, facilities and amenities etc. relating to the Project/Project Facilities at the Site that are provided, arranged or procured by the Developer by itself. Provided that with respect to the Project Facilities that are in existence and operational as on the Appointed Date, the Developer shall be entitled to exercise the rights set out in this Clause 5.5.3 from the Appointed Date till the Expiry Date. However, the Developer shall in such case be fully liable to take measures for the safety and security of the Users and shall ensure that the works carried out in the Project Site during the Renovation Period are not in any way dangerous to such Users.
ii. Provide separate customized services 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.

At all reasonable times and on reasonable notice, afford access to the Project Site/ Project Facility to the representatives of or Persons duly authorised by the competent authority/ Authority concerned with safety, security or environmental protection to inspect the Project Facility thereon and to investigate any other matter within its authority and the Developer shall further afford such Persons reasonable access to the Project Facility necessary to carry out their respective duties and functions.

The Developer shall, during the Agreement Period have requisite organization and designate and appoint suitable officers/ representatives as it may deem appropriate to or operate the Project Facilities, to deal with the Authority and be responsible for all necessary exchange of information required pursuant to this Agreement;

Development, Operation and Management Report

The Developer shall, no later than 7 (seven) days after the close of each month, furnish to the Authority a monthly development report on progress of the development of the Project Facilities. The Developer shall also promptly give such other relevant information as may be required by the Authority in its development including the details mentioned in **Schedule 3**.

The Developer shall, no later than 7 (seven) days after the close of each year, furnish to the Authority a yearly operation & management report on progress of the operation &management of the Project Facilities. The Developer shall also promptly give such other relevant information as may be required by the Authority in its operation & management including the details mentioned in **Schedule 3**.

Environmental and Safety Compliance

The Developer shall conform to the laws pertaining to environment, health and safety aspects including, policies and guidelines related thereto, including rainwater harvesting, energy conservation and other such ecological/ sustainable solutions/mechanisms and conforming to Good Industry Practice for securing the safety of the users of the Project Facilities.

Alterations, Modifications or Expansion

The Developer may with the prior approval of the Authority and subject to maximum FAR of 0.4 (zero point four) of the total land area and in adherence to Applicable Law and Applicable Permits, carry out necessary alterations or modifications to the Project Facilities or undertake new construction. The above limits on FAR will be inclusive of the already built-up area. Provided however that such alteration, modification or new construction, shall not at any time cause any damage or have a dangerous effect on either the stability of the Project Facilities or otherwise adversely affect the safety of the users of the Project Facilities. The said Project Facilities is required to be operated after obtaining the approval of the Authority in writing. However, the additional built-up area shall not exceed 30% of the existing approved built-up area.

Prior to undertaking any alteration, modifications or expansion, the Developer shall submit to the Authority a proposal (hereinafter referred to as "**Modification Proposal**") clearly describing such alteration, modifications or expansion and its impact on the structural stability of the Project Facilities, at least sixty (60) days prior to carrying out such any alteration, modifications or expansion. Any such proposal submitted by the Developer will be approved by the Authority within 30 days of receipt after thorough examination of the proposal. The Authority shall not withhold approval without any genuine cause except in case of national / state / society or public interest.

In case of any such damages due to alterations/modifications/expansion to the Project Facilities, the Developer shall bear all such costs related to such damages. In case the Developer does not rectify the damages within the time specified by the Authority, the

Authority may rectify the said damages and deduct the cost incurred in rectifying the damages from the Performance Security.

In case of a change in Applicable Law resulting for further expansion of the built – up area at any time during the Agreement Period, the Developer may, at its cost and expense, construct the same by mutual consent of the Parties. Such extended built - up area shall remain and continue to be the property of the Authority as per the provisions of this Agreement. The Developer shall possess all rights under this Agreement on such extended built - up area including and the right to collect User fees/charges/tariffs for the Project Facilities and services provided during the Agreement Period. Any modification to the Project Facilities should be carried out with prior written approval and permission of the Authority.

If such additional development is beyond 30% of the existing approved built-up area as specified in Clause 5.8.1, the fee payable to the Authority shall also be increased on pro-rata basis for the said additional built up area beyond the said 30% of the existing approved built- up area.

No demolition (including the cutting of trees) would be allowed, unless specifically approved by the Authority.

General Obligations

Subject to and on the terms and conditions of this Agreement, the Developer shall at its own cost and expense during the Agreement Period:

(a) Protect the Project Site and the Project Facilities from any encroachments or Encumbrances, or illegal activities.

(b) Ensure that the Project Site and the Project Facilities is not used for any activities which are prohibited under the Applicable Laws.

(c) Procure and maintain in full force and effect, as necessary, appropriate proprietary rights, licenses, agreements and Applicable Permits including the permits set out in Schedule 4 and keep in force in conformity with the Applicable Laws.

(d) Pay all taxes including GST, property tax, duties (including stamp duties) and outgoings, utility charges relating to the execution of the Agreement, development of Project Facilities and operation & management thereof.

(e) Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this Agreement and shall be solely responsible for compliance with all labour laws and all possible claims and employment related liabilities of its staff employed in relation with the Project Facilities. The Developer shall indemnify the Authority against any claims, damages, expenses or losses in this regard and in no case the Authority shall be treated as employer;

(f) Ensure and procure its Contractors obtain all Applicable Permits and comply with Applicable Law in performance by them of the Developer's obligations under this Agreement;

(g) Pay all utility charges (including electricity consumption and water supply charges) relating to the Project Facilities.

(h) Provide adequate lighting and ventilations devices, rain water harvesting, utilization of waste water, landscaping, appropriate security systems, including provision for fitting CCTV systems, waste management systems, cleaning systems, etc.

(i) not do or omit to do any act, deed or thing which may in any manner be violative of any of the provisions of this Agreement;

(j) transfer the Project Site and Project Facilities to Authority upon Termination of this Agreement, in accordance with the provisions thereof;

(k) make adequate provisions for safety of the users and for emergency evacuation in accordance with the Approved Project Development Plan and the Applicable Laws; and

(l) provide emergency medical aid, as set forth in the Approved Project Development Plan, Applicable Laws and in accordance with Applicable Permits. The Developer shall set up and operate and maintain a medical aid post and ambulance services for victims of accidents on the Project Site.

Specific Obligations

(a) The Developer shall erect a signboard of a size not less than 2 ft. x 4 ft. and mention that the Project Site belongs to the Authority. The said signboard should be of fire retardant, low smoke, zero halogen material and comply with all Indian and international standards and the Developer shall maintain the same in good condition throughout the Agreement Period.

(b) The Developer shall also erect an outdoor display system of a size not less than 2 ft. X 4 ft. adjacent to the main entrance to the Project Site and handover the same to the Authority for promotion of Tourism and the Developer shall maintain the same in good condition throughout the Agreement Period. The said signboard should be of fire retardant, low smoke, zero halogen material and comply with all Indian and international standards.

(c) The Developer shall be given flexibility to give the facility a name of its choice. However, the Authority reserves the right to withdraw the same if the name proposed jeopardizes national/state/society or public interest.

(d) The Developer shall conduct proper due diligence and police verification while recruiting staff for the Project.

(e) The Developer shall ensure security in the Project by deploying sufficient security personnel as per good industry practice.

(f) In the event of any accident at the Project Site, the Developer shall immediately inform the concerned civil and police authorities and also the Authority and take necessary actions.

(g) All gold, silver, oil, minerals, precious stones, treasures, fossils, coins, articles of value or antiquity and structures and other relics or remains or things of geological or archaeological interest discovered on the Project Site shall be the property of the Authority. The Developer shall take reasonable precautions to prevent any person from removing or damaging any such article or thing. The Developer shall immediately upon the discovery of such article or thing inform the Authority and follow the instructions for dealing therewith that may be issued by the Authority.

Insurance

(a) During the Agreement Period

The Developer shall at its cost and expense, purchase & maintain by due re-instatement or otherwise, during the development of the Project Facilities, such insurance as are necessary including but not limited to the following:

(i) Developer's all risk insurance;

(ii) loss, damage or destruction of the Project Facilities at replacement value;

(iii) comprehensive third party liability insurance including injury or death to personnel / representatives of Persons who may enter the Project Site;

(iv) workmen's compensation insurance;

(v) any other insurance that may be necessary to protect the Developer, its employees and its assets against loss, damage, destruction, business interruption or loss of profit including insurance against all Force Majeure Events that are insurable.

(b) Validity of Insurance

The Developer shall from time to time promptly pay insurance premium, keep the insurance policies in force and valid throughout the Agreement Period and furnish copies thereof to the Authority.
If at any time the Developer fails to obtain or maintain in full force and effect any and all of the insurance required under this Agreement, the Authority may at its option (but not being obliged to do so) obtain and maintain such insurance and all sums incurred by the Authority thereof shall be reimbursed by the Developer to the Authority together with interest thereon at 5% over Bank Rate from the date the respective sums were incurred by the Authority, within 7 (seven) days from the receipt of claim in respect thereof made by the Authority.

(c) Application of Insurance Proceeds

Subject to the provisions of the Financing Documents and unless otherwise provided herein, the proceeds of all insurance policies received shall be promptly applied by the Developer towards repair, development, restoration or re-instatement of the Project Facilities or any part thereof which may have been damaged or destroyed. The Developer may designate the Lenders as the loss payees under the insurance policies or assign the insurance policies in their favour as security for the financial assistance provided by them to the Project. The Developer shall carry out such repair, development, restoration or re-instatement to the extent possible in such manner that the Project after such repair, development, restoration or re-instatement be as far as possible in the same condition as it were prior to such damage or destruction, normal wear and tear excepted.

No Breach of Obligations

The Developer shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

i. Force Majeure Event, subject to Clause 8.2, and
ii. the Authority Event of Default.

Shareholding pattern of the Developer

The Successful Bidder has incorporated an SPV/Developer on_____and its shareholding as on the Appointed Date is as follows;

Sl. No.	Names of Shareholder	Shareholding
1		
2.		

The SPV having been set up for the sole purpose to exercise the rights and observe and perform its obligations and liabilities under this Agreement, hereby undertakes and agrees to comply with the following conditions:

(a) In case the Successful Bidder is a Consortium:
   i. The Lead Member shall subscribe to at least 51% (fifty-one percent) of the paid up and subscribed equity of the SPV during the Agreement Period;
   ii. Other member whose qualification is considered for evaluation shall subscribe to at least 26% (twenty-six percent) during the Agreement Period; and
   iii. The Consortium shall collectively hold 100% (one hundred percent) of the paid up and subscribed equity of the SPV during the Agreement Period Date.

(b) In case the Successful Bidder is a Single Entity:
   i. The Successful Bidder shall subscribe to 100% (one hundred percent) of the paid up and subscribed equity of the SPV during the Agreement Period.

(c) In the event of any change in the shareholding pattern of the Developer after the Appointed Date, the Developer shall, in writing, intimate to the Authority, such revised shareholding within 7 (seven) days of such change or revision.

ARTICLE 6 - AUTHORITY 'S OBLIGATIONS

In addition to and not in derogation or substitution of any of its other obligations under this Agreement, the Authority shall have the following obligations:

Specific Obligations

The Authority shall grant in a timely manner all such approvals, permissions and authorisations which the Developer may require under this Agreement, in connection with implementation of the Project and the performance of its obligations. Provided where authorization for availment of utilities such as power, water, sewerage, telecommunications or any other incidental services/utilities is required, the same shall be provided by the Authority, within fifteen days (15) days from receipt of request from the Developer to make available such authorization.

The Authority shall subsequent to signing of joint inspection report by both the Parties hand over to the Developer, on as-is-where-is basis, vacant and peaceful physical possession of the Project Site free from Encumbrance and encroachment, for preparation of the Project Implementation Plan and for development, operation and management of the Project Facilities.

The Authority shall upon satisfactory completion of development of each of the Project Facilities on the Project Site issue a certificate of completion within 15 (fifteen) days from the date of receipt of request from the Developer and shall issue Project Completion Certificate upon issue of Completion Certificate with respect to all the Project Facilities.

General Obligations

The Authority shall where appropriate provide necessary assistance to the Developer in securing Applicable Permits.

Observe and comply with all its obligations set forth in this Agreement.

ARTICLE 7 - FEE PAYMENT

Developer's Obligations

In consideration of the Rights hereby granted, the Developer shall pay to the Authority an annual fee of Rs._____/- (Rupees_____only) ("**Fee**") commencing from the 1st (first) anniversary of Appointed Date. The Fee is exclusive of GST and all other applicable taxes and shall be payable by the Developer at actual over and above the Fee. The Fee is payable to the Authority on or before 30 (thirty) days prior to the start of every year in advance as set out in Schedule 1 throughout the Agreement Period. During the Agreement Period the Fee shall be increased by 5% (five percent) every year over the previous year's Fee on compounded basis.

The Developer should pay the Fee to the Authority notwithstanding the fact that, the development of Project Facilities is not completed within the specified period or Developer does not start the commercial operation of the Project. In other words, the Developer shall not be entitled to seek any reduction of Fee, claim, damages, compensation or any other consideration from the Authority on account of any reason.

Any delay in payment of the Fee shall attract an interest for the delayed period at the rate of SBI PLR plus 5% per annum on the outstanding amount, which shall be due from the date of such payment till the amount is realized by the Authority. In addition to the foregoing, any delay in payment of Fee beyond a period of 60 (sixty) days from the due date of such payment will be construed to be Material Breach under this Agreement.

Mode of Payment

The Payment shall be made by way of demand draft drawn on any scheduled bank in favour of Jharkhand Tourism Development Corporation Limited, payable at Ranchi and shall be sent sufficiently in advance to the address specified in Clause 14.7 so as to ensure realisation/ encashment thereof on or before Due Date.

ARTICLE 8 - FORCE MAJEURE

Force Majeure Event

Any of the following events which is beyond the control of the Party claiming to be affected thereby ("**Affected Party**") despite exercise of due care and diligence, and prevents the Affected Party from performing or discharging its obligations under this Agreement, shall constitute Force Majeure Event:

(a) act of God or

(b) strikes, labour disruptions, riots or any other industrial disturbances not arising on account of the acts or omissions of the Developer, for which no offsetting compensation is payable to the Developer;

(c) acts of expropriation, compulsory takeover of the Project Site and Project Facilities by the Government or any part thereof or

(d) any judgement or any order of a court of competent jurisdiction or statutory authority in India made against the Developer in any proceedings which is non-collusive and duly prosecuted by the Developer.

Termination due to Force Majeure Event

(a) Termination

(i) If a Force Majeure Event, is an event described under Clause 8.1 (a), 8.1 (b) and 8.1 (d), continues or is in the reasonable judgement of the Parties likely to continue beyond a period of 120 (one hundred and twenty) days, the Parties may mutually decide to terminate this Agreement or continue this Agreement on mutually agreed revised terms. If the Parties are unable to reach an agreement in this regard, the Affected Party shall after the expiry of the said period of 120 (one hundred and twenty) days, be entitled to terminate this Agreement.

(ii) If the Force Majeure Event is an event described in Clause 8.1 (c) and the Developer having exhausted the remedies available to him under the Applicable Laws, has been unable to secure the remedy, the Developer shall be entitled to terminate this Agreement.

Provided further, the Authority may at its sole discretion have the option to terminate this Agreement any time after the occurrence of any event described under Clause 8.1 (c).

(b) Termination Notice

If either Party, having become entitled to do so, decides to terminate this Agreement pursuant to the preceding Clause 8.2 (a) (i) or 8.2 (a) (ii), it shall issue Termination Notice setting out:

(i) in sufficient detail the underlying Force Majeure Event;

(ii) the Termination Date which shall be a date occurring not earlier than 60 (sixty) days from the date of Termination Notice;

(iii) the estimated Termination Payment including the details of computation thereof and;

(iv) any other relevant information.

(c) Obligation of Parties

Upon issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

(i) the Termination Payment, if any, payable by the Authority in accordance with the following Clause 8.2 (d) is paid to the Developer on the Termination Date and

(ii) the Project Site along with the Project Facilities are handed back to the Authority by the Developer on the Termination Date free from all Encumbrance.

(d) Termination Payment

Upon Termination of this Agreement due to a Force Majeure Event, Termination Payment shall be made to the Developer by the Authority in accordance with the following:

(i) If Termination is due to a Force Majeure Event, described under Clauses 8.1 (a), 8.1 (b) and 8.1 (d), no Termination Payment shall be made by the Authority to the Developer but, the Developer shall be entitled to receive and appropriate the proceeds of any amounts under its own insurance policies. The Performance Security shall be released to the Developer, if subsisting.

(ii) If Termination is due to the occurrence of any event described under Clause 8.1 (c), the Authority shall pay to the Developer, Termination Payment equal to 100% of the Book Value.

Provided the Authority shall be entitled to deduct from the Termination Payment any amount due and recoverable by the Authority from the Developers on the Termination Date and release the Performance Security.

Liability for other losses, damages etc.

Save and except as expressly provided in this Article, neither Party hereto shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

ARTICLE 9 - EVENTS OF DEFAULT AND TERMINATION

Events of Default

Event of Default means either Developer Event of Default or the Authority Event of Default or both as the context may admit or require.

(a) Developer Event of Default

Any of the following events shall constitute an event of default by the Developer ("**Developer Event of Default**") unless such event has occurred as a result of a Force Majeure Event or the Authority Event of Default or any governmental action for reasons other than any breach, default or lapse on the part of the Developer:

(i) The Performance Security has been encashed and appropriated by the Authority in accordance with this Agreement and the Developer fails to replenish or provide fresh Performance Security within 60 (sixty) days;

(ii) The Developer has failed to pay Fee to the Authority in accordance with the payment schedule specified in Schedule 1;

(iii) The Developer has failed to make any Payment on Due Date thereof and more than 60 days have elapsed since such default;

(iv) The Developer has failed to submit the Project Implementation Plan within the time specified in Clause 5.3.

(v) The Developer has failed to complete the development within the stipulated time period in this Agreement and any extension thereof;

(vi) The Project Facilities are damaged or modified without obtaining approval from the Authority;

(vii) The Developers in Material Breach of any of its other obligations under this Agreement on account of its own acts of omission or commission and the same has not been remedied for more than 60 (sixty) days;

(viii) Any representation made or warranty given by the Developer under this Agreement is found to be false or misleading;

(ix) A resolution for voluntary winding up has been passed by the shareholders of the Developer;

(x) Any petition for winding up of the Developer has been admitted and liquidator or provisional liquidator has been appointed or the Developer has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the Authority, provided that, as part of such amalgamation or reconstruction and the amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Developer under this Agreement.

(xi) The Developer has abandoned or manifests intention to abandon the development of and /or operation & management of the Project Facilities without the prior written consent of the Authority.

(xii) The Developer has unlawfully repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;

(xiii) If the Developer fails to pay the necessary insurance premiums in terms of this Agreement and thereby causes the insurance coverage to diminish, terminate or expire.

(xiv) The Developer has leased, mortgaged, assigned, transferred or created any lien or Encumbrance on the whole or any part of the Project Site or Project Facilities, save and except as expressly permitted by this Agreement.

(b) Authority Event of Default

Any of the following events shall constitute an event of default by the Authority ("**Authority Event of Default**"), when not caused by a Developer Event of Default:

(i) The Authority is in Material Breach of any of its obligations under this Agreement and has failed to cure such breach within 60 (sixty) days of receipt of notice thereof issued by the Developer;

(ii) The Authority has unlawfully repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;

Termination due to Event of Default

(a) Termination due to Parties Event of Default

(i) Without prejudice to any other right or remedy under this Agreement, upon the occurrence of Event of Default, the Affected Party shall be entitled to terminate this Agreement by issuing a Preliminary Notice to other Party.

(ii) Within 30 days of receipt of Preliminary Notice, the other Party shall forward to the Affected Party its proposal to remedy/ cure the underlying Event of Default (the "**Proposal to Rectify**"). In case of non-submission of the Proposal to Rectify by the other Party within the period stipulated therefor, the Affected Party shall be entitled to terminate this Agreement by issuing Termination Notice.

(iii) If the Proposal to Rectify is forwarded by the other Party to the Affected Party within the period stipulated therefor, the other Party shall have further period of 30 days to remedy/ cure the underlying Event of Default. If, however the other Party fails to remedy/ cure the underlying Event of Default within such further period allowed, the Affected Party shall be entitled to terminate this Agreement by issuing Termination Notice.

(b) Termination Notice

If a Party having become entitled to do so decides to terminate this Agreement pursuant to Clause 9.2 (a) it shall issue Termination Notice setting out:

(i) in sufficient detail the underlying Event of Default;

(ii) the Termination Date which shall be a date occurring not earlier than 60 days from the date of Termination Notice;

(iii) the estimated termination payment including the details of computation thereof; and,

(iv) any other relevant information.

(c) Obligation of Parties

Following issue of Termination Notice by either Party, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

(i) until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project Facilities;

(ii) the termination payment, if any, payable by the Authority in accordance with the following Clause 9.2 (e) is paid to the Developer on the Termination Date; and

(iii) the Project Site and the Project Facilities are handed over to the Authority by the Developer on the Termination Date free from any Encumbrance along with any payment that may be due by the Developer to the Authority.

(d) Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.
Provided that the Party in breach shall compensate the other Party for any direct costs/consequences occasioned by the Event of Default which caused the issue of Termination Notice.

(e) Termination Payments

(i) Upon Termination of this Agreement on account of Developer's Event of Default, the Authority shall be entitled to receive Termination Payment equal to 2 (two) times the Fee payable by the Developer as on the anniversary of entering into this Agreement immediately succeeding the Termination Date and appropriate the Performance Security.
(ii) Upon Termination of this Agreement on account of the Authority Event of Default, the Authority shall pay to the Developer, Termination Payment equal to 100% of the Book Value and shall release the Performance Security, subsisting if any.

Rights of the Authority on Termination

(a) Upon Termination of this Agreement for any reason whatsoever, the Authority shall upon making the Termination Payment, if any, to the Developer have the power and authority to:
(i) enter upon and take possession and control of the Project Site and Project Facilities and
(ii) prohibit the Developer and any person claiming through or under the Developer from entering upon/ dealing with the Project Facilities;

(b) Notwithstanding anything contained in this Agreement, the Authority shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Developer in connection with the Project, and the hand back of the Project Site along with the Project Facilities by the Developer to the Authority shall be free from any such obligation.

Accrued Rights of Parties

Notwithstanding anything to the contrary contained in this Agreement, Termination pursuant to any of 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. The rights and obligations of either Party under this Agreement, including without limitation those relating to the termination payment, shall survive the Termination but only to the extent such survival is necessary for giving effect to such rights and obligations.

Lender's Step-in Rights

a) Notwithstanding anything to the contrary contained in this Agreement, the Parties hereby agree that:

i. Upon the Lenders recalling and demanding the debt outstanding under the Financing Documents (following an event of default under the Financing Documents), or
ii. Upon a Termination Notice being issued by the Authority

The Lenders shall, without prejudice to any other remedy available to them, have the option to propose to the Authority the substitution of the Developer by another suitable operating company ("**Proposed Developer**"). Any such proposal shall contain in sufficient detail all the relevant information about the Proposed Developer and the terms and conditions of the substitution.

b) Upon receipt of the Lenders' proposal pursuant to the preceding Clause 9.5 (a), the Authority shall, at its discretion, have the right to accept substitution of the Developer on such terms and conditions as it may deem fit.

ARTICLE 10 - MONITORING AND INSPECTION

Project Review Committee

(a) A Committee comprising members nominated by the Authority and by the Developer (refer Schedule 6) (the **"Project Review Committee**"), is to be established within 30 (thirty) days of signing of agreement. The Authority and the Developer shall be obligated to depute their authorized representative(s) to such committee by the stipulated date. The tenure of the Project Review Committee shall commence from the date of constitution thereof and shall continue until the end of the Agreement Period.

(b) The Authority nominee shall be the Chairman of the Project Review Committee. The Project Review Committee shall, to the extent possible, act by consensus, failing which it will act by majority vote. The Project Review Committee shall determine the procedure to be followed for its meetings and carrying out its functions.

(c) The Project Review Committee shall monitor and review the renovation, operation and maintenance of the Project Facility by the Developer in accordance with the criteria provided in Appendix 1 of Schedule 6 and provisions hereof and it shall perform the following duties:

i. Review the periodic reports submitted by the Developer;
ii. Review the curing of defects and defaults in the operation and maintenance of the Project Facilities;
iii. Review the safety and security of the operations and maintenance activities relating to the Project;

(d) The Project Review Committee shall meet at least once every quarter during Agreement Period.

(e) The Developer shall extend full co-operation to the Project Review Committee in performing its functions.

(f) The Project Review Committee may from time to time appoint Expert(s) to assist it in carrying out its functions.

(g) The Developer shall provide Project Review Committee/persons authorized by it/Experts appointed by it access to all parts of the Project Facilities and to all documents, records and relevant materials and information relating to the Project.

(h) Any failure on the part of the Project Review Committee in respect of its functioning shall not:

i. amount to any consent or approval of the activities of the Developer; and
ii. release or discharge the Developer of its obligation to carry out the maintenance of the Project Facilities.

Inspection

(a) Notwithstanding any provisions of this Agreement and without prejudice to any of the other rights vested under the provisions hereof, the Authority and the Project Review Committee

and any Person authorized by either of them shall, at all reasonable times and upon reasonable notice have access to the Project Site and the Project Facilities to inspect and examine the Project Facilities and all the documents, reports, data, books, accounts, information for compliance thereof with the provisions hereof and to check the progress of the works or for performing statutory duties and the Developer shall provide the necessary cooperation and assistance to them in this behalf.

(b) The Authority and the Project Review Committee shall also have the right, without prejudice to the aforesaid, to carry out surprise checks of the operations and documents and records relating to the Project Facilities.

Performance Review and Termination

(a) Project Review Committee shall have a quarterly report prepared on the operations and maintenance of the Project Facilities based on the methodology outlined in Schedule 6. The Developer shall extend full cooperation in the preparation of the report.

(b) The report shall be presented, discussed and finalized in the meeting of the Project Review Committee.

(c) The Project Review Committee shall review the performance of the Developer on the basis of scores obtained by him as per the report in the Clause 10.3 (a).

(d) In case, if score obtained by the Developer is less than 70%, the Authority may exercise its power and issue a show cause notice to the Developer, and require the Developer to make sure that remedial action is taken to ensure that the performance is sufficient to ensure a score of at least 70%.

(e) In case, less than 70% score is obtained by the Developer for a continuous period of 3 quarters, it shall be considered as the Developer Event of Default and shall be subjected to the provisions of Clause 9.2 of Project Development and Management Agreement.

(f) In case, less than 70% score is obtained by the Developer for any 4 quarters within a continuous period of 3 years, it shall be considered as the Developer Event of Default and shall be subjected to the provisions of Clause 9.2 of Project Development and Management Agreement.

(g) The renewal of the Agreement according to Clause 3.2.2 of the Agreement will be conditional to the Developer not receiving a score of less than 70% for more than 2 quarters in the last 2 years of operation prior to renewal of the Agreement.

Reporting Requirements

The Developer shall, in addition to the reporting requirements set forth elsewhere in this Agreement, comply with the reporting requirements hereunder. The Authority and the Project Review Committee may from time to time specify any changes in the formats or periodicity for any reports. The Developer shall be liable for and shall indemnify, protect, defend and hold harmless, the Authority, the Project Review Committee and their officers, employees and agents from any liability, costs, expenses, settlements and judgments arising out of any failure to prepare and submit reports in accordance with the requirements of law, directive or clearance.

Renovation Period Reports

The Developer shall provide to the Authority and the Project Review Committee a monthly

progress report during the Renovation Period for Project Facilities, which shall contain the following information.

(A) **Summary of Progress:** Summary of the progress of the Project for that month which shall detail:

i. any areas of significant concern and the action being taken to resolve any significant difficulties;

ii. the actual progress made during that month against the renovation plan provided by the Developer including a description in reasonable detail of the work carried out;

iii. any matters which have come to light which are likely materially and adversely to affect the renovation of the Project Facility;

iv. any potential or actual deviations from the renovation schedule, the Specifications and Standards and Good Industry Practice or otherwise confirmation that renovation is proceeding in accordance therewith; and

v. a commentary on the progress plan;

(B) **Completion**: Details of any changes to the proposed date of completion of renovation and the reasons for such changes; and

(C) **Applicable Permits:** Written confirmation that all Applicable Permits then required are in full force and effect including a list of such clearances.

Operations Period Reports

The Developer shall provide to the Authority and the Project Review Committee a quarterly operation and maintenance progress report during the Operations Period, which shall contain the following information:

(A) **Revenue:** Details of occupancy including modes of booking viz. online, offline, agents, etc., and revenue for the quarter.

(B) **Expenses:** Details of costs or expenses of operations, maintenance and other repairs incurred in that quarter or expected to be incurred in the following quarter on the Authorities Facilities; and

(C) **Maintenance Plan:** Maintenance plan for the Project Facility for the next quarter and a report on maintenance carried out during the previous quarter (including any material deviation from expected maintenance activities as set out in the maintenance plan).

(D) **Variations:** Any cost variations occurring due to Change in Law and any other variation which may have become due in accordance with this Agreement.

Additional Information

The Developer agrees to provide the Authority and the Project Review Committee such further information as any of them may reasonably request in order for them to monitor the progress and performance of the Project.

The Developer shall also provide the Authority and the Project Review Committee, with such reports, which are required to comply with the instructions of Competent Authority or the standing procedures for any clearance, etc.

Other Information

The Developer will provide the following information to the Authority, promptly after

becoming aware of it:

(a) **Force Majeure:** Details of any Force Majeure Event which has occurred or which is imminent and fortnightly updates with respect to it as long as it continues or is imminent;

(b) **Litigation:** Details of any actual, pending or threatened material litigation, arbitration, claim or any dispute;

(c) **Legislation:** Details of contravention of any Applicable Law or with the terms of any clearance and any fines or penalties that have or may thereby be incurred;

(d) **Notices:** All penalties or notices of violation issued by any Competent Authority; and

(e) **Financial Condition:** Notification of any adverse material change in the financial condition of the Developer or the Project promptly following such occurrence.

ARTICLE 11 - EXIT MANAGEMENT

Ownership

Without prejudice and subject to this Agreement, the ownership of the Project Site along with the Project Facilities, including all improvements made therein by the Developer, shall at all-time remain that of the Authority.

Developer's Obligations

(a) Upon the expiry of the Agreement Period by efflux of time and in the normal course, the Developer shall on the Expiry Date, hand back vacant and peaceful possession of Project Site and the Project Facilities to the Authority free of cost and in good operable condition.

(b) At least 365 (three hundred and sixty-five) days before the Expiry Date a joint inspection of the Project Site and Project Facilities shall be undertaken by the Authority and the Developer. The Authority shall, within 45 (forty-five) days of such inspection prepare and furnish to the Developer a list of works, if any, to be carried out so as to keep the Project Facilities in good operational condition. The Developer shall promptly undertake and complete such works at least 120 (one hundred and twenty) days prior to the Expiry Date and also ensure that the Project Facilities continue to meet such requirements until the same are handed back to the Authority on the Expiry Date. In case the Developer fails to undertake and complete such works, the Authority shall undertake the same and deduct the expenses incurred towards such works from the Performance Security or else the Developer is liable to pay such expenses incurred by the Authority within 1 (one) month from the date of such expense incurred by the Authority and submission of supporting bills in this regard by the Authority.

(c) The Authority shall, within 45 (forty-five) days of the joint inspection undertaken under Clause 11.2 (b) prepare and furnish to the Developer a list of items, if any, with corresponding distinctive descriptions, which are to be compulsorily handed back to the Authority along with the Project Site and Project Facilities.

(d) The Developer hereby acknowledges Authority's rights specified in Clause 9.3 enforceable against it upon Termination and its corresponding obligations arising therefrom. The Developer undertakes to comply with and discharge promptly all such obligations.

ARTICLE 12 - DISPUTE RESOLUTION

Amicable Resolution

(a) Save where expressly stated to the contrary in this Agreement, any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "**Dispute**") shall in the first instance be attempted to be resolved amicably in accordance with the procedure set forth in Clause 12.1 (b).

(b) Either Party may require such Dispute to be referred to the Authority, and the Chief Executive Officer/Director/Partner of the Developer for the time being, for amicable settlement. Upon such reference, the two shall meet at the earliest mutual convenience and in any event within 15 days of such reference to discuss and attempt to amicably resolve the Dispute. If the Dispute is not amicably settled within 15 (fifteen) days of such meeting between the two, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 12.2.

Arbitration

(a) Procedure

Subject to the provisions of Clause 12.1, any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration and Conciliation Act, 1996.

(b) Place of Arbitration

The place of arbitration shall ordinarily be in Ranchi by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

(c) English Language

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

(d) Enforcement of Award

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the Provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

Performance during Dispute Resolution

Pending the submission of and/or decision on a Dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

ARTICLE 13 - REPRESENTATIONS AND WARRANTIES

Representations and Warranties of the Developer

The Developer represents and warrants to the Authority that:

(a) it is duly organised, validly existing and in good standing under the laws of India;

(b) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

(c) it has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this Agreement;

(d) it has the financial standing and capacity to undertake the Project;

(e) this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

(f) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Developer's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;

(g) there are no actions, suits, proceedings or investigations pending or to the Developer's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute Developer Event of Default or which individually or in the aggregate may result in Material Adverse Effect;

(h) it 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 Government Agency which may result in Material Adverse Effect;

(i) 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;

(j) subject to receipt by the Developer from the Authority of any amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement all rights and interests of the Developer in and to the Project shall pass to and vest in the Authority on the Termination Date free and clear of all Encumbrances without any further act or deed on the part of the Developer or the Authority;

(k) no representation or warranty by the Developer contained herein or in any other document furnished by it to the Authority or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

(l) no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Developer to any person to procure the Project.

(m) Without prejudice to any express provision contained in this Agreement, the Developer acknowledges that prior to the execution of this Agreement, the Developer has after a complete and careful examination made an independent evaluation of the Project, and the information provided by the Authority, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Developer in the course of performance of its obligations hereunder.

The Developer also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Authority shall not be liable for the same in any manner whatsoever to the Developer.

Representations and Warranties of the Authority

The Authority represents and warrants to the Developer that:

(a) The Authority has full power and authority to grant the Project;
(b) The Authority has taken all necessary action to authorise the execution, delivery and performance of this Agreement;
(c) This Agreement constitutes the Authority's legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
(d) There are no suits or other legal proceedings pending or threatened against the Authority in respect of the Project Site or the Project Facilities.

Obligation to Notify Change

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

ARTICLE 14 - MISCELLANEOUS

Assignment and Charges

a) The Developer shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder save and except with prior consent of the Authority.

b) The Developer shall also not create nor permit to subsist any Encumbrance over the Project except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason whatsoever.

c) Restraint set forth in Clause 14.1 (a) and (b) shall not apply to:
   (i) Liens/encumbrances arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Developer;
   (ii) Pledges/hypothecation of goods/moveable assets, revenue and receivables as security for indebtedness, in favour of the Lenders and working capital providers for the Project;
   (iii) Assignment of Developers rights and benefits under this Agreement to or in favour of the Lenders as security for financial assistance provided by them.

Interest and Right of Set Off

Any sum which becomes payable under any of the provisions of this Agreement by one Party to the other Party shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Party responsible for payment thereof to the Party entitled to receive the same. Such sum shall until payment thereof carry simple interest at SBI PLR plus 5% per annum from the due date for payment thereof until the same is paid to or otherwise realised by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off.

Provided the stipulation regarding interest for delayed payments contained in Clause 14.2 shall neither be deemed nor construed to authorise any delay in payment of any amount due by a Party nor be deemed or construed to be a waiver of the underlying breach of payment obligations.

Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at Ranchi shall have jurisdiction over all matters arising out of or relating to this Agreement.

Waiver

(a) Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
   (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
   (ii) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
   (iii) shall not affect the validity or enforceability of this Agreement in any manner.

(b) Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

Survival

Termination of this Agreement

(a) shall not relieve the Developer or the Authority of any obligations already incurred hereunder which expressly or by implication survives Termination hereof, and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of or caused by acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

Amendments

This Agreement and the Schedules together constitute a complete and exclusive understanding 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 agreed to by all the Parties hereto and evidenced in writing.

Notices

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized international courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to the Authority:
Jharkhand Tourism Development Corporation Limited
5, Tourist Complex, Main Road, Ranchi - 834001
Email: jtdcltd@gmail.com

If to the Developer:
_____
_____
_____

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time, and shall be deemed to have been made or delivered

(i) in the case of any communication made by letter, when delivered by hand, by recognized international courier or by mail (registered, return receipt requested) at that address, and

(ii) in the case of any communication made by telex or facsimile, when transmitted properly addressed to such telex number or facsimile number.

Severability

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

No Partnership

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

Language

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

Exclusion of Implied Warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties and any representation by any Party not contained in a binding legal agreement executed by the Parties.

Counterparts

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

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

For and on behalf of Jharkhand Tourism Development Corporation Limited by:	For and on behalf of _____(Developer) by:
(Signature) (Name) (Designation)	(Signature) (Name) (Designation)

In the presence of:
1)
2)

SCHEDULES

SCHEDULE 1 - PAYMENT SCHEDULE

Developer shall pay to the Authority an annual fee of Rs._____/- (Rupees___only) ("**Fee**") commencing from the 1st (first) anniversary of Appointed Date. The Fee is exclusive of GST and all other applicable taxes and shall be payable by the Developer at actual over and above the Fee. The Fee for the 1st Anniversary shall be paid on the Appointed Date. The Fee for the rest of the Agreement Period is payable to the Authority on or before 30 (thirty) days prior to the start of every year in advance as set out in this Schedule throughout the Agreement Period. During the Agreement Period the Fee shall be increased by 5% (five percent) every year over the previous year's Fee on compounded basis.

Annual Escalation (in Percentage)	**Anniversary commencing from the Appointed Date**	**Amount of Fee Payable to the Authority (in Rs)**	**Due Date**
-	First		
5%	Second		
5%	Third		
5%	Fourth		
5%	Fifth		
5%	Sixth		
5%	Seventh		
5%	Eighth		
5%	Ninth		
5%	Tenth		
5%	Eleventh		
5%	Twelfth		
5%	Thirteenth		
5%	Fourteenth		
5%	Fifteenth		
5%	Sixteenth		
5%	Seventeenth		
5%	Eighteenth		
5%	Ninteenth		

SCHEDULE 2 – PROJECT IMPLEMENATION PLAN

The Project Implementation Plan (**PIP**) should include in reasonable detail the proposed components, the development & marketing plan, and the operational plan for the property. The Project Implementation Plan shall be in conformance with the various provisions of the Agreement, applicable rules and Good Industry Practice. The Project Implementation Plan shall include but not be limited to the following details:

1. Site evaluation and analysis
2. Overall development plan for the entire site including renovation / upgradation plan for the existing structures
3. Zoning and allocation of the areas for different usages viz. landscaping, play area, restaurant, kitchen, parking, etc.
4. Design configuration, conceptual planning and architectural layouts for project facilities
5. Architectural plans and drawings incorporating the local architectural aesthetics, and the buildings at the site
6. Structural engineering and designing keeping in view the land topography and seismic risk, and existing building
7. Methods & technique for erection, testing and commissioning of the various project components, civil, structural, electrical, fire safety, etc.
8. Detail plan for open spaces, landscape and green area, internal roads/pathways as well as connectivity to the external access road, water supply, rain water harvesting, energy efficiency measures, security measures, emergency evacuation plan, drainage, sewerage, sewerage treatment plant, wastewater management, recycling, solid waste management, electricity supply including power backup, pollution & noise control measures, heating, ventilation and air-conditioning work (HVAC), fire safety and protection mechanism, etc.
9. Provision for telecommunication, internet connectivity and other related services
10. Ensuring energy efficient buildings / infrastructure and energy management
11. Graphic signage
12. Provision of first aid, and emergency medical assistance
13. Adequacy and effectiveness of resource allocations, plant, machinery and manpower
14. Adequacy and appropriateness of chosen technology
15. Testimonials on safety & time adherence
16. Technology management & know how transfer arrangements
17. Detail cost estimates
18. Project completion schedule / schedule for development of project facilities including phase wise development and operation
19. Financial stake (equity percentage) and financing arrangements (percentage of debt and the extent of tie-up)
20. Marketing and promotion plan, clearly identifying potential markets, marketing and promotional strategies, execution strategies and time frames for the plans
21. Details / tie-ups for development & operation of project facilities
22. Deployment plan for resources / personnel
23. Contingency plans and disaster management plans
24. Extent of compliance stipulated in Bidding Documents
25. Constructive justification behind deviations, if any
26. Approvals required, received, and the timeline for getting approvals
27. Ground Coverage and FAR utilization including for the existing buildings

Note: The above mentioned components are only indicative and the Developer has to finalize the components and get the Project Implementation Plan approved by the Authority.

SCHEDULE 3 - REPORTING REQUIREMENTS

The reporting and information that generally need to be provided by the Developer are given below. The requirements given below are indicative of the type of information to be provided. The format of such reports, recording requirements, software standards and number of copies required would be finalised in consultation with the Authority. All reports and records shall be in the English language.

1. Monthly Development Report

During the development period, within 7 (seven) days of the end of each month, the Developer shall provide to the Authority a monthly report (Monthly Development Report) containing the progress made, identify slippages if any, and project the future activities to be undertaken (including rectifications) and would, inter alia, include the following:

(i) Listing of working drawings/sketches submitted
(ii) Comments of the Authority, if any on the working drawings/sketches submitted
(iii) Developer's response to the comments on the Drawings/sketches
(iv) Listing of the "As Built" drawings submitted
(v) Progress of pre-development activities - mobilization of plant and equipment, personnel, site office, utility relocation etc.
(vi) Developer 's compliance inspection report, if any required
(vii) Constraints in development
(viii) Project data and sectional completion details
(ix) Suspension of development, if any, reasons, duration and the steps undertaken to resume development
(x) Change of Scope Notice issued by the Authority, if any, and status thereof
(xi) All actual or potential deviations from the Approved Project Implementation Plan
(xii) Disagreements/ Disputes, if any and proposed measures to be taken
(xiii) Management activities carried out by the Developer on the existing carriageway
(xiv) Monthly weather report with any other significant event
(xv) Injury to any development personnel during development, its severity, cause and remedial measure(s) taken to avoid recurrence
(xvi) Brief report of any accident / incident within the Project, injury/fatality, property damage, cause of accident and actions taken to avoid recurrence
(xvii) Notes of meetings between the Developer, the Authority highlighting critical decisions taken or agreements reached. Minutes of the meeting issued by the Authority shall also be included in the yearly progress reports.

2. Yearly Operation and Management Report

During the Agreement Period, within 7 days of the end of each year, the Developer shall provide to the Authority yearly operation & management report which shall contain following minimum information:

(i) Details of major management undertaken and expense incurred towards the same
(ii) Inspections undertaken by the Developer during the year and action taken/ proposed thereafter;
(iii) Operation and Management inspection compliance report
(iv) Management activities undertaken during the year ended and
(v) Details of any Emergency and action taken
(vi) Photographs of the Project Facilities

SCHEDULE 4 - INDICATIVE LIST OF APPLICABLE PERMITS

The list of Applicable Permits includes, but is not limited to:

1. Approval/ Clearances as per the applicable laws, policies and guidelines
2. All trade licenses as applicable.
3. Approval/permits from fire safety authorities.
4. Environmental clearances/approvals, as applicable.
5. Other relevant statutory approvals/permits for development and operation of the Project.

SCHEDULE 5 – JOINT INSPECTION REPORT

Joint Inspection Date
Property Name

1. Land record details_____<ownership details along with Khata and Khasra number, plot area, boundary markings, map to be attached>
2. Total built up area _____
3. Number of rooms/ halls/ restaurants (as applicable) _____
4. Incomplete construction (if any) _____
5. Details of immovable items _____
6. Details of movable items _____
7. Property tax/ municipal dues (pending if any) _____
8. Power supply (status and outstanding bills if any) _____
9. Water supply (status and outstanding bills if any) _____
10. Telephone (status and outstanding bills if any) _____
11. Sewerage/ drainage facility_____
12. Access road (along with frontage) _____
13. Encroachment/ hindrances (if any) _____
14. Any other_____

(SITE PHOTOS TO BE ATTACHED)

SIGNED AND SEALED

For and on behalf of Jharkhand Tourism Development Corporation Limited by:	For and on behalf of_____(Developer) by:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)

SCHEDULE 6 – PROJECT REVIEW COMMITTEE

No.	Name	Role	Nominated By
1.	Managing Director, JTDC	Chairman	Authority
2.	General Manager, JTDC	Secretary	Authority
3.	Developer	Member	Developer
4.	Hotel Operations Manager	Member	Developer
5.	Industry Expert	Special Invitee	Authority

Note:

1. On behalf of the Authority, District Tourism Coordinator (DTC) for the concerned district or any other representative authorized by the Authority might be deputed to undertake the evaluation and present the report to the committee.
2. The committee shall finalize the evaluation for the property after considering the inputs from the Developer and its representatives during the meeting.
3. Industry experts / local invitee's may be invited by the Authority for the committee meetings.

Appendix – 1
Checklist

Property Name:		Date:
Address:		
Developer:		
Inspected by:		

Performance Score

No.	Parameters	Weightage	Scores
A.	Infrastructure	35%	
B.	Services	35%	
C.	Safety and Security	10%	
D.	Statutory Compliances	10%	
E.	Good Design Practices	10%	
Total			

An indicative checklist is provided here. The checklist will be customized for the property after the approval of the Project Implementation Plan submitted by the Developer.

Checklist for Performance Score

Parameter	Sub – Parameter	Score	Remarks
A. Infrastructure (Weightage – 35%)			
Exterior Infrastructure and Common Areas	1. Condition of the access road, also considering distance from the main road , accessibility and visibility from the main road		
	2. Presence of perimeter fencing and definition of the boundary		
	3. Appearance of External Façade, elevation and overall look and feel of the facade		
	4. Parking as per prescribed by-laws, local rules and development norms		
	5. Presence of Green Space, availability of Open Space in front, Landscaped area, water bodies or other natural features		
	6. Board / hoarding indicating “Property of Jharkhand Tourism Development Corporation, Managed and Operated by <Developer>”		
	7. Suitability of Exterior Lighting in common area		
	8. Signage visibility especially in the night. How practical and effective is the positioning of signage? Do buildings, vegetation or other signs obscure any signage?		

Parameter	Sub – Parameter	Score	Remarks
	9. Is Property kept litter free?		
	10. Are there sufficient bins? Are bins emptied regularly enough, especially at busy periods?		
	11. Is external furniture, such as seating and car park kept clean?		
	12. Are windows clean?		
	13. Are internal floors clean, tidy and dust free?		
	14.Are there regular and effective cleaning schedules?		
	15. Is there close attention to detail, especially at eye level and at areas where dust may collect, such as light fixtures?		
Bathroom and Toilet	1. 1 bath towel and 1 hand-towel to be provided per guest		
	2. Availability of complementary toiletries such as soap/ shampoo, etc.		
	3. Availability of clothes-hook in each bath/shower room		
	4. Availability of sanitary bin in toilets		
	5. Presence of WC with seat, lid and toilet paper		
	6. Floors and walls should have non-porous surfaces		
	7. Availability of 24X7 running hot & cold water		
	8. Level of cleanliness and maintenance of toilets including walls, floors, handles, sanitary ware, taps, wastes, extractor fans, toilet brushes and waste bins in designated accessible WCs		
	9. Presence of Water saving taps/ shower		
	10. Presence of defined shower and WC area		
	11.Ventilation of toilets / bathrooms either naturally / exhaust fans or in any other mode		
	12. Presence of Bath tubs/ Shower closet		
	13. Presence of Hairdryers		
Kitchen	1. Daily germicidal cleaning of floors and Well maintained smoke free, clean, hygienic, pest free kitchen		
	2. Segregated storage of meat, fish and vegetables		
	3. Availability of refrigerator with deep freeze		
	4. Presence of Tiled walls, anti – skid floors		
	5. Using head covering for production staff		
	6. Using Clean utensils		
	7. Availability of six monthly medical checks for production staff		
	8. Regular cleaning of all food grade equipment, containers		

Parameter	Sub – Parameter	Score	Remarks
	9. Existence of proper ventilation in Kitchen either naturally / exhaust fans or in any other mode		
	10. Level of cleanliness of areas where food is displayed and served, such as shelving, cold cabinets and hot plates, should be cleaned regularly.		
	11. Level of cleanliness of crockery, cutlery, cutlery containers, and drinking glasses and drink dispensers		
	12. Quality of available drinking water with the provision of RO or filter		
	13.Segregation of wet and dry garbage		
	14. Receiving and stores to be clean properly and distinct segregation of receiving and store from garbage area		
	15.Use of local and seasonal ingredients		
	16. Sufficient levels of staff and competent supervision		
Common Areas and Facilities	1. An identified reception/ welcome area -A lounge or lobby with seating arrangement		
	2. A lounge or seating arrangement in the lobby		
	3. Availability of book/ music/ other similar medium for providing information on the state		
	4. Presence of Banquet Hall(s)		
	5. Presence of Conference Hall(s)/ MICE Facilities		
	6. Presence of public rest rooms for Ladies and Gents with appropriate toiletries, clean hand towels, washbasins with running hot and cold water, mirror(s), covered sanitary bins and hand drying machines.		
	7. Presence of ramps with anti- slips floors and handrails at the entrance. Minimum door width should be 32" to allow wheelchair access and other facilities for the physically challenged		
	8. Available facilities for aurally/visually handicapped		
	9. Provision of A/C or heating facility depending the weather conditions to ensure the temperature could be stabilized between 22° - 25° C		
	10. Presence of minimum 8 lettable rooms with outside window/ natural ventilation		
Guest Room Facilities	1. A configuration of double bed -king size/ queen size/ single bed with comfortable mattresses with clean linen		
	2. Availability of minimum 2 bed sheets, pillow & case, blanket, mattress protector/ bed cover		
	3. Availability of sufficient lighting (minimum 1 fixture per bed)		
	4. Availability of a ward robe with minimum 3 clothes hangers per guest		

Parameter	Sub – Parameter	Score	Remarks
	5. Adequate furniture including seating provision, study table etc. to make the stay comfortable & avoiding clutter		
	6. Provision of A/C or heating facility depending the weather conditions to ensure the temperature could be stabilized between 22° - 25° C		
	7. Presence of shelves or drawer space		
	8. Opaque curtains or screening at all windows		
	9. Availability of complimentary bottled water (minimum 500 ml per day per guest)		
	10. Availability of RO/filters drinking water + 1 glass tumbler per guest (on request)		
	11. Presence of a mirror, at least half length (3')		
	12. Minimum bed width for single (90cm) and double beds (135cm)		
	13. Availability of Iron with iron board on request		
	14. Availability of minimum two 5 amp earthed power socket		
	15. Availability of wardrobe with at least 3 clothes hangers		
	16. Availability of a writing surface with sufficient lighting		
	17. Availability of stationary folder containing stationery and envelopes		
	18. Presence of 'do not disturb' , and other notices		
	19. Availability of safe / vault facility for valuables		
	20. Availability of a wastepaper basket		
	21. Availability of TV -cable or dish connection		
	22. Availability of Internet/ Wi - Fi facility		
	23. Availability telephone with extension		
	24. Availability of refrigerator facility with chargeable F&B items		
Sub Total			
B. Services (Weightage – 35%)			
Check in Check out Experiences	1. Acceptance of credit card and booking + payment through internet		
	2. Quality of Welcome (level of warmth, assistance in check in, availability of general information), Communication capability and courtesy of front office staff		
	3. Level of communication capability and courtesy of front office staff		
Other Services	1. Assistance with luggage		
	2. Wake-up call service on request		

Parameter	Sub – Parameter	Score	Remarks
	3. Laundry and Dry - cleaning services		
	4. Display of critical information such as: Name, Address and telephone numbers of doctors with front desk		
	5. Availability of Newspapers		
	6. Access to Travel desk facilities (clear display of types of rooms, room tariffs, any additional discounts, through tariff card/ standard procedure/ online facility etc.)		
	7. Availability of information on near-by destinations, places to visit, cab details, eating joint details etc.		
	8. Presence of Left luggage facilities		
	9. Provision for emergency supplies of first aid kit		
	10. Presence of souvenir Shop/Kiosk		
	11. Health/ Fitness facilities		
	12. Paid transportation on call		
	13. Availability of guides on request		
	14. Availability of health/ yoga instructor on request		
	15. Availability of Masseur on request		
	16. How well trained and knowledgeable are the staff?		
Staff Efficiency, Customer Care and Knowledge	1. Do they fully demonstrate their knowledge?		
	2. Are staff customer focused and do they provide service with a smile?		
	3. Have customer-facing staff been trained in disability and equality awareness?		
Restaurant and Catering Services	1. Is there well organized and effective queue management? This could be either forced flow or free flow, depending on the style and size of the attraction		
	2. Can the visitor manoeuvre comfortably around the facility, including between seating? Does the layout suit the target market, including families with pushchairs and older visitors		
	3. Does counter service have a logical layout? Are there clear menu item Sections, e.g. cold food all together?		
	4. Is the counter or a section of the counter accessible to people of short stature, wheelchair users and children		
	5. If there is outdoor seating, is it conveniently located?		
	6. Are items on self-service counters clearly visible, priced and within the customer's reach.		
	7. Availability of multiple variants / cuisines including healthy food options		
	8. Is the facility themed?		
	9. Is there music and does this enhances or hinder?		

Parameter	Sub – Parameter	Score	Remarks
	10. Are there flowers on the tables?		
	11. Is there a choice of seating with and without armrests		
	12. Efficient and consistent standard of service appropriate to style of operation		
	13. Quality of crockery and cutlery or other serving utensils		
	14. Availability of Sufficient levels of staff attending all the guests and competent supervision		
	15. Range of options on the menu to see if there are healthy options, vegetarian options, dishes using local ingredients, children's food and allergen free alternatives, such as dairy free, wheat-free, lactose free and nut free.		
	16. Attentiveness and availability of staff and prompt attention to requests		
	17. A large print menu should be available in at least 16 point and in a clear font.		
Sub Total			
C. Safety and Security (Weightage – 10%)			
Safety and Security	1. Staff trained in first aid		
	2. Each bedroom door fitted with lock and key viewport/ peephole & internal securing device		
	3. Security arrangements for all entrances		
	4. Availability of CCTV and all common areas monitored through the same		
	5. Fire and emergency procedure notices displayed in rooms behind doors		
	6. Staff trained in firefighting drill		
	7. Presence of smoke detectors		
Sub Total			
D. Statutory Compliances (Weightage – 10%)			
Adherence to Statutory Compliances	1. Copy of Land Use Permit from local authorities		
	2. If Public/ private limited company with copies of Memorandum and Articles of Association		
	3. If Partnership, a copy of partnership deed and certificate of registration/ If proprietary concern, name and address of proprietor/certificate of registration		
	4. Public areas Certificates/No Objection Certificates (attested copies) from the following authorities: Municipal authorities, Concerned Police Authorities		
	5. Any other local authority as maybe required (Viz. Pollution Control Board)		
	6. Approval of the project from Authority		

Parameter	Sub – Parameter	Score	Remarks
	7. Clearance Certificate from Municipal Health Officer/ Sanitary Inspector		
	8. Timely payment of all taxes (Should be able to produce tax receipt for last 3 years)		
	9. No Objection Certificate with respect to fire-fighting arrangements from the Fire Service Department and other applicable authorities		
Eco Friendly Measures	1. Eco - friendly approach and contributing to less pollution of air and water		
	2. Incorporating Rain water harvesting facility		
	3. Incorporating recycling of water through water treatment plant		
	4. Presence of Efficient Waste management facility		
	5. Introduction of non CFC equipment for refrigeration and air conditioning		
	6. Energy / water conservation (use of Energy Saving lamps like LED, CFL, etc.; solar energy; water saving devices / taps)		
E. Good Design Practices (Weightage – 10%)			
	1. Clear and uninterrupted circulation with respect to the privacy of the guests – Barrier Free Design (External and internal)		
	2. Appropriate Ventilation (Natural and artificial) and natural light within the premises		
	3. Wheel Chair (Access in common areas and at least 1 in every 3 rooms)		
	4. Provision of ramp with anti-slip flooring		
	5. Children Friendly premises		
	6. Senior Citizen Friendly premises		
Additional Facilities			
	1. Availability of public telephones for long distance calling		
	2. Installation of Sewage Treatment Plant		
	3. Tourism Information Centre		
	4. Bookshop		
	5. Beauty Salon and Barbers Shop		
	6. Money changing facilities		
	7. Any one of the following certification ISO certification/ Ecotel certification/ LEED certification		
Sub Total			

Scoring - Excellent – 5, Very Good – 4, Good – 3, Average – 2, Poor – 1

SCHEDULE 7 – LETTER OF AWARD ISSUED TO THE DEVELOPER

SCHEDULE 8 – FINANCIAL PROPOSAL OF THE DEVELOPER

SCHEDULE 9 – APPROVED PROJECT IMPLEMENTATION PLAN

(To be appended upon approval of the Project Implementation Plan in accordance with this Agreement)