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</tbody>
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I. NOTICE INVITING E-TENDERS

For running & managing MTDCs Resorts, Restaurants & Open Land

No. MTDC/L&E/Tender Notice/225/2016
Date: 9th November 2016

E-Tenders are invited from the persons owning/operating Hotels/Resorts/Restaurants/Tents
Resorts for RUNNING AND MANAGING the following properties on “As is where is basis” on Short Term Lease Basis.

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Region</th>
<th>Name of Property</th>
<th>Property details in brief</th>
<th>Minimum Avg Yearly Bid Value</th>
<th>EMD (Rs)</th>
<th>Annual Turnover (Not less than)</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Mumbai</td>
<td>Holiday Resort Titwala, Dist-Thane</td>
<td>- 4 Rooms with furniture, Reception cum Manager office with furniture &amp; 1 No, Storeroom, Toilet Block</td>
<td>4.6 Lakhs</td>
<td>75,000</td>
<td>30 Lakhs</td>
<td>10 Years</td>
</tr>
<tr>
<td>2</td>
<td>Nagpur</td>
<td>Holiday Resort Diveagar Dist - Raigad</td>
<td>- 20 Royal Tents, Restaurant</td>
<td>11.5 Lakhs</td>
<td>1,50,000</td>
<td>1 Crore</td>
<td>10 Years</td>
</tr>
<tr>
<td>3</td>
<td>Ratnagiri</td>
<td>Holiday Resort Bodalkasa, Dist – Gondhia</td>
<td>- 12 Standard Room AC, 8 Deluxe Room AC, 4 VIP Room AC, 1-10 Bedded Dormitory, 1-8 Bedded Dormitory, 1 - Conference Hall (100 People Capacity), Restaurant, 02 Staff Quarters</td>
<td>50 Lakhs</td>
<td>2,00,000</td>
<td>2 Crore</td>
<td>10 + 10 Years</td>
</tr>
<tr>
<td>4</td>
<td>Ratnagiri</td>
<td>Holiday Resort Kunkeshwar, Dist – Sindhudurg</td>
<td>- 13 Premium Suite AC (Sea View), 8 Deluxe Suite AC, 9 Village Replica AC, 5 Hut AC, 1 Patilwada AC, 11-12 Bedded Dormitory, Restaurant, Spa Room, Swimming Pool, Admin Building, Security Cabin</td>
<td>87 Lakhs</td>
<td>2,50,000</td>
<td>2.5 Crore</td>
<td>10 + 10 Years</td>
</tr>
<tr>
<td>5</td>
<td>Ratnagiri</td>
<td>Holiday Resort Mithav, Dist – Sindhudurg</td>
<td>- 24 Standard Rooms, 10 Executive Rooms, 5 Executive Rooms, 3 Dormitory (8 bedded), 13 Staff Quarters (1 Mgr), Swimming Pool, 1 Conference Room, 1 Reception, 1 Restaurant</td>
<td>1.5 Cr</td>
<td>5,00,000</td>
<td>5 Cr</td>
<td>10 + 10 Years</td>
</tr>
</tbody>
</table>
## HOLIDAY RESORTS

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Region</th>
<th>Name of Property</th>
<th>Property details in brief</th>
<th>Minimum Avg Yearly Bid Value</th>
<th>EMD</th>
<th>Annual Turnover (Not less than)</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>6</td>
<td>Pune</td>
<td>Jyotiba Yatri Niwas</td>
<td>12 3 bedded rooms 15 Double Rooms 6 Bedded 2 Dormitories Restaurant 1 Conference Hall Toilet Block</td>
<td>18 Lakhs</td>
<td>2,00,000</td>
<td>1.5 Cr</td>
<td>10 Years</td>
</tr>
</tbody>
</table>

## RESTAURANT

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Region</th>
<th>Name of Property</th>
<th>Property details in brief</th>
<th>Minimum Avg Yearly Bid Value</th>
<th>EMD</th>
<th>Annual Turnover (Not less than)</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Aurangabad</td>
<td>Restaurant at Ajanta Visitor Centre, Dist-Aurangabad</td>
<td>1) Main Restaurant including student area (Non Ac) with furniture. Cash Counter 1, Service Table 1, Tables 25, Chairs 100. 2) Cafeteria including basement kitchen with furniture. Cash Counter 1, Service Table 1, Tables 12 and Chairs 48.</td>
<td>3 Lakh</td>
<td>1,00,000</td>
<td>40 Lakhs</td>
<td>10 Years</td>
</tr>
<tr>
<td>8</td>
<td>Aurangabad</td>
<td>Restaurant at Ellora Visitor Centre, Dist-Aurangabad</td>
<td>Two AC Restaurants 1) Restaurant with furniture, Cash counter 1, Service Table 1, Round Table 2, Tables 12 and Chairs 50. 2) Restaurant with furniture, Cash counter 1, Service Table 1, Round Table 2, Tables 12 and Chairs 50.</td>
<td>3 Lakh</td>
<td>1,00,000</td>
<td>40 Lakhs</td>
<td>10 Years</td>
</tr>
<tr>
<td>9</td>
<td>Amravati</td>
<td>Wayside Amenities Balapur Dist-Akola</td>
<td>Reception, Restaurant with ladies &amp; gents toilet, Hall &amp; Kitchen</td>
<td>3.5 Lakhs</td>
<td>75,000</td>
<td>30 Lakhs</td>
<td>10 Years</td>
</tr>
</tbody>
</table>

## OPEN LAND

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Region</th>
<th>Name of Property</th>
<th>Property details in brief</th>
<th>Minimum Avg Yearly Bid Value</th>
<th>EMD</th>
<th>Annual Turnover (Not less than)</th>
<th>Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>10</td>
<td>Nashik</td>
<td>Open Land near Dhaikewadi at Bhandardhara Tal-Akole Dist-Ahmednagar</td>
<td>Open Land for putting up Tents &amp; other permissible Tourism Facilities (Total Area 1 Hectare)</td>
<td>3.5 Lakhs</td>
<td>50,000</td>
<td>10 Lakhs</td>
<td>10 Years Renewable for next 10 Years</td>
</tr>
</tbody>
</table>
RESTAURANT AND OPEN LAND AT AJANTA VIEW POINT

<table>
<thead>
<tr>
<th>Sr No</th>
<th>Region</th>
<th>Name of Property</th>
<th>Property details in brief</th>
<th>Minimum Avg Yearly Bid Value</th>
<th>EMD</th>
<th>Annual Turnover (Not less than)</th>
<th>Period</th>
</tr>
</thead>
</table>
| 11    | Aurangabad | Restaurant and Open Land at Ajanta View Point | (A) Restaurant  
- 2 Dining hall with furniture  
- Kitchen with appliances  
- Store Room  
- Toilet Block  
- Reception counters without furniture.  
(B) Open Land admmeasuring (Approx 2.5 Acres) | 3 Lakhs | 1,00,000 | 50 Lakhs | 10 Years Renewable for next 10 Years |

Interested bidders can download the complete and detailed BID Document from www.mahatenders.gov.in and from the MTDC web site www.maharashtratourism.gov.in from dt: 09/11/2016. For E-Tender tender form fee of Rs 5000/- and Earnest Money Deposit (EMD) should be paid electronically. The bidder should submit information and scanned copies in PDF format in technical envelope. The Last date of Submission of E-Tender is 09/12/2016 by 03:00 pm. Received Tenders will be opened as per the schedule given below;

*Bidder may inspect physically, the properties enlisted above before bidding.

<table>
<thead>
<tr>
<th>Bid Opening Date and Time</th>
<th>Dt: 13/12/2016</th>
</tr>
</thead>
<tbody>
<tr>
<td>Region</td>
<td>Timing</td>
</tr>
<tr>
<td>Nagpur</td>
<td>11:30 am</td>
</tr>
<tr>
<td>Amravati</td>
<td>12:00 pm</td>
</tr>
<tr>
<td>Nashik</td>
<td>12.30pm</td>
</tr>
<tr>
<td>Aurangabad</td>
<td>02:00 pm</td>
</tr>
<tr>
<td>Ratnagiri</td>
<td>03.00pm</td>
</tr>
<tr>
<td>Pune</td>
<td>04:00 pm</td>
</tr>
<tr>
<td>Mumbai</td>
<td>04:30 pm</td>
</tr>
</tbody>
</table>

Bid Opening Place  
Conference Hall, MTDC, Mumbai

E-Tender Schedule:-

| Tender Form Fee | Rs. 5000/- |
| Earnest Money Deposit (EMD) | As above mentioned in Notice Inviting E-Tenders |
| Tender Publication Date & Time | Date : 09/11/2016  
Time: 11:00 am |
| Online availability of Tender | From Dt 09/11/2016 to 09/12/2016 |
| Pre-Bid Meeting & place | Dt: 15/11/2016 at 12.30 pm  
at Conference Hall, MTDC, Mumbai |
| Online Payment of Form Fee & EMD | From 15/11/2016 after 12.30 pm to 09/12/2016 till 03:00 pm |
| Period for actually uploading of Tender | From 15/11/2016 after 4.00 pm to 09/12/2016 till 03:00 pm |
| Opening of Technical Bid | Dt: 13/12/2016 ï 11:30 am onwards |
I. **TECHNICAL TERMS**

1) 
   a) In case of Holiday Resort at *Bodalkasa, Kunkeshwar and Mithbav*, the Bidder should be running and managing profitably a 4 STAR or better Resort / Hotel or Boutique Hotel / Resort of Minimum 50 Rooms.

   b) In case of Holiday Resort at Diveagar and Jyotiba Yatri Niwas the bidder should be running and managing profitable Resort with minimum 20 rooms.

2) In case of other properties the Bidder should be currently running and managing profitable Resort, Hotel & Restaurant.

3) Bidder can be a Partnership firm or Company or Individual. **No Joint Venture/consortium is allowed**

4) The average gross turnover of the Bidder for last 3 years is indicated in the financial capability schedule on **page no.8**

5) Local bidders will be benefited by extra weightage. Local bidder means bidders having the business of Resort/Restaurant/Hotel within the same district of the tender property.

6) **Chartered Accountant Certificate for Turnover should be submitted.**

7) The Bidder should possess at least 3 years of experience in running a Resort/Hotel/Restaurant in the State of Maharashtra. **In case of properties at Sr No. 1 to 6 & 10 & 11 the Bidder should have a Lodging and Boarding License issued by the Competent Authority**

8) In tender process the marks will be given as under :-

   For Technical Bid: 50%

   For Financial Bid: 50 %

9) The Bidder should have adequate experience and establishment proof in Mumbai or in the state of Maharashtra.

10) No default certificate from the Bidder’s Bank or Financial Institution should be submitted.

11) Copy of Income Tax returns and wealth tax if any, duly self attested & Audited Balance Sheet of last 3 years and pan card copy.

12) Bidder should attach copy of Service Tax registration certificate and copy of last service tax return filed.

13) Bidder should submit copy of Sales Tax / VAT Registration.

14) Registration Certificate Registered with ESI, EPF Authority and undertaking regarding maintenance of wages register of the staff wherever applicable should be attached.

15) The Bidder should have the sufficient knowledge of Maharashtra cuisine. Serving of other cuisine will be optional.
16) The Bidder should make available at least 10% of rooms to MTDC for online booking.
17) The Bidder should give 20% commission to MTDC on tariff for online bookings.
18) The Bidder shall display the name of MTDC and also its Logo on all boards, hoardings, advertisements on the premises and in the stationary used by the said Resort and Restaurant, showing MTDC as the Owners and the Bidder as running and managing the Resort and Restaurant.
19) The Holiday Resort at Mithbav, Sindhudurg is in its final stage of construction and is expected to be completed by March 2017. The Lease period will start from the date of handing over of the resort.
20) The property at Ajanta View Point Restaurant has an adjoining area of approximately 2.5 acres. The tenderer can put up temporary permissible tourism facilities in this area with the permission of the relevant competent authority in that area with due intimation to MTDC. Hence the bidder should consider the above factor while quoting the commercial bid. Bidder having experience in permissible tourism activities like adventure sport activities/Tent resort/sky gazing/telescope watching/trekking are desirable.
II. **FINANCIAL TERMS**

a) Tender form fee and EMD should be submitted online via e-payment.

b) PDF copy of receipt of payment should be uploaded in the Technical Folder.

c) Lease fees payable for Ten years period should be quoted.

d) The Minimum Yearly bid value shall be calculated as an average of the total bid quoted for 10 Years.

e) The Yearly Rates quoted should not be skewed in such a manner that the first 5 year rentals cover less than 40% of the total bid.

f) Any Lease fee quoted below the **Minimum Bid Value** shall be liable to be rejected.

g) Lease fees so quoted should be payable in equal monthly installment before 5th day of month in which it falls due. Service tax or any other taxes leviable shall be borne by the Lessee and shall not from a part of the lease fees so quoted by the bidder.

h) The successful Bidder shall be required to deposit an amount equal to 5% of total lease rent receivable as security deposit and the same shall not bear any interest.

i) Successful Bidder will be required to submit Solvency Certificate on award of tender.

j) The Successful Bidder shall provide an irrevocable Bank Guarantee of the amount **equal to twelve months Lease** fee payable to MTDC from any Nationalised Bank/Scheduled Bank guaranteeing the payment payable by the LESSEE to the Licensor as an average of total agreement period. The Bank Guarantee should be produced on or before execution of agreement. The Bank Guarantee should be kept alive during the period of the agreement.
III. Financial Capability:

The bidder should have the average gross turnover from sale of resort/restaurant/shops As mentioned for previous three financial years.

<table>
<thead>
<tr>
<th></th>
<th>Property Description</th>
<th>Minimum Requirement</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Holiday Resort Titwala</td>
<td>Not Less than 30 Lakhs</td>
</tr>
<tr>
<td>2</td>
<td>Holiday Resort Diveagar</td>
<td>Not Less than 1 Crore</td>
</tr>
<tr>
<td>3</td>
<td>Holiday Resort Bodalkasa</td>
<td>Not Less than 2 Crore</td>
</tr>
<tr>
<td>4</td>
<td>Holliday Resort Kunkeshwar</td>
<td>Not Less than 2.5 Crore</td>
</tr>
<tr>
<td>5</td>
<td>Holiday Resort Mithbav</td>
<td>Not Less than 5 Crore</td>
</tr>
<tr>
<td>6</td>
<td>Jyotiba Yatri Niwas</td>
<td>Not Less than 1.5 Crore</td>
</tr>
<tr>
<td>7</td>
<td>Restaurant at Ajanta Visitor Centre alongwith cafeteria</td>
<td>Not Less than 40 Lakhs</td>
</tr>
<tr>
<td>8</td>
<td>Restaurant at Ellora Visitor Centre</td>
<td>Not Less than 40 Lakhs</td>
</tr>
<tr>
<td>9</td>
<td>Wayside Amenities Balapur</td>
<td>Not Less than 30 Lakhs</td>
</tr>
<tr>
<td>10</td>
<td>Open Land near Dhaikewadi at Bhandardhara</td>
<td>Not Less than 10 Lakhs</td>
</tr>
<tr>
<td>11</td>
<td>Restaurant and Open Land at Ajanta View Point</td>
<td>Not Less than 50 Lakhs</td>
</tr>
</tbody>
</table>

The bidder should submit the latest three years Audited Balance Sheet in support of Gross Turnover (FY.2014-2015, 2013-2014 & 2012-2013)
IV. **General Terms & Conditions**

1) The Term “As is where is Basis” means all the facilities including Civil, Electrical, Electromechanical, electronics, landscape, Access road, water supply, sanitary disposal works are being offered on “As is where is Basis”. No claims of any nature including financial claims shall be allowed for any additions, alternations, enhancement, augmentation needed to commission / run the facility.

2) Bidders should have valid Digital Signature Certificate (DSC) obtained from Authorized Certifying Authorities.

3) Term of Lease period for the Tender properties will be 10 (Ten) years.

4) In case of Holiday Resort Bodalkasa, Holiday Resort Kunkeshwar, Holiday Resort Mithbav, Restaurant and open land at Ajanta View Point and Open land at Dhaikewadi, Bhadardara term of lease period for the properties will be 10 (Ten Years) extendable by 10 years at the discretion of MTDC on terms and condition applicable at that time and on the basis of the performance of the leasee.

5) Tender Document is not transferable.

6) Any offers received after 03:00 pm on 09/12/2016 shall not be accepted.

7) Offers received without Earnest Money and tender fee shall be treated as invalid and rejected.

8) Conditional offers shall be liable for rejection and the offers which do not conform to the requirements of the tender document will be liable for rejection. Tenders which do not fulfill all or any of the conditions or incomplete in any of the conditions or incomplete in any respect are liable for rejection.

9) **The Competent Authority reserves right to reject any or all offers without assigning any reason thereof.**

10) The offer shall remain valid and open for acceptance for a period of 180 days from the specified date for receiving the same.

11) Bidder intending to submit offer for more than one property **should submit separate offer for each property.**

12) The amount of Earnest Money will be refunded without interest to the unsuccessful Bidder after decision about the acceptance or otherwise of the tender or on expiry of the validity period, whichever is earlier.

13) Stamp duty and fees for registration of the agreement will be borne and payable by the LESSEE.

14) The Lease period shall commence from the date of execution of the Agreement by the Corporation.

15) Property at Titwala can be given on hourly basis for visiting pilgrims by the successful bidder as and when required. Some capital repairs and two new staff quarters are being executed by MTDC. The work is expected to be completed by end of May 2017.

16) Any additional activities of Tourist interest created by the Bidder with the prior consent of the Lessor will be done on revenue sharing basis where MTDC will get 20% share of the revenue earned by the Bidder.

17) Such activity will be transferable to MTDC where the Bidders hands over possession of lease property to MTDC.

18) All the Licenses should be initiated & taken on the name of MTDC by Bidder so that it is easy to monitor by MTDC. But Fees, Licenses fees and any other outgoings will be paid by the Bidder for such Licenses.

19) The Bidder may make changes like building up Canopy during rainy season with the consent of MTDC on a revenue sharing basis.

20) The Restaurant shall provide a variety of vegetarian and non vegetarian food items and beverages at Market prices.
21) LESSEE may provide value added service such as Cyber/Internet Café, Souvenir shop, Doctor on call facilities, May I help you counter, Travelling counter, Package Tours Booking Counter, Car Rental/Hotel Booking Booth.

22) The LESSEE shall be permitted to either directly/indirectly permit advertisement/publicity/sponsorship of any brand or product.

23) LESSEE will be permitted to display his brand/firm’s name on the Restaurant as Manager of the property along with the name of MTDC which should prominently appear on the sign board size and style of which will be decided by MTDC.

24) Only the Properties / buildings and the piece of land under the said buildings / properties are being offered under this tender. Any additional land available shall vest in MTDC and shall be solely at the disposal of MTDC and the lease shall not have any right thereon or shall cause any obstruction for the same.

25) MTDC reserves the right to create any new facility / amenity on the said open land in the premise of the Leased Resort. And the Lease shall not cause any obstruction for the same.

26) The excess land at Mithbav & Washim excluding the leasable resort shall be at the exclusive disposal of MTDC & the lease shall not have any right whatsoever on the same.

27) All current repairs for the maintenance operation & upkeep of the property shall be the Sole responsibility of the lease.
28) Technical bid 50% and for financial bid 50% as given below;

**Technical Evaluation**

**(A) (1) For Properties other than Holiday Resort Bodalkasa, Kunkeshwar and Mithbav**

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Criteria for Evaluation</th>
<th>Highest Value allotted to the Criteria</th>
<th>Marks allotted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Years of Experience in Running Hotels &amp; Restaurants</td>
<td>20</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>3 Yrs = 10</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Above 3 Yrs upto 5 Yrs = 12</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Above 5 Yrs upto 7 Yrs = 15</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Above 7 Yrs upto 10 Yrs = 17</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Above 10 Yrs = 20</td>
</tr>
<tr>
<td>2</td>
<td>Percentage for Local Business</td>
<td>10</td>
<td>Local business means business of resort/restaurant/hotel within the same district.</td>
</tr>
<tr>
<td>3</td>
<td>Average Turnover for last 3 years</td>
<td>20</td>
<td>Details as given below in (A) (2)</td>
</tr>
<tr>
<td></td>
<td>Total Marks</td>
<td>50</td>
<td></td>
</tr>
</tbody>
</table>

**(A) (2)**

<table>
<thead>
<tr>
<th>Properties</th>
<th>Turnover</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10</td>
<td>15</td>
</tr>
<tr>
<td>Open Land near Dhaikewadi at Bhandardara</td>
<td>10 Lakhs</td>
<td>Above 10L and Up to 25L</td>
</tr>
<tr>
<td>Holiday Resort Titwala Holiday Resort Balapur</td>
<td>30 Lakhs</td>
<td>Above 30L and Up to 50L</td>
</tr>
<tr>
<td>Restaurant at Ajanta Visitor Centre Restaurant at Ellora Visitor Centre</td>
<td>40 Lakhs</td>
<td>Above 40L and Up to 60L</td>
</tr>
<tr>
<td>Restaurant and Open Land at Ajanta View Point</td>
<td>50 Lakhs</td>
<td>Above 50L and Up to 75L</td>
</tr>
<tr>
<td>Holiday Resort Diveagar</td>
<td>1 Crore</td>
<td>Above 1Cr and Up to 3Cr</td>
</tr>
<tr>
<td>Jyotiba Yatri Niwas</td>
<td>1.5 Crore</td>
<td>Above 1.5Cr and Up to 3Cr</td>
</tr>
</tbody>
</table>
(B) (1) For Holiday Resort Bodalkasa, Kunkeshwar and Mithbav.

<table>
<thead>
<tr>
<th>Sr.No</th>
<th>Criteria for Evaluation</th>
<th>Highest Value allotted to the Criteria</th>
<th>Marks allotted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Years of Experience in Running Hotels &amp; Restaurants</td>
<td>20</td>
<td>3 Yrs = 10</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Above 3 Yrs upto 5 Yrs = 12</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Above 5 Yrs upto 7 Yrs = 15</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Above 7 Yrs upto 10 Yrs = 17</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Above 10 Yrs = 20</td>
</tr>
<tr>
<td>2</td>
<td>Percentage for Local Business</td>
<td>5</td>
<td>Local business means business of resort/hotel within the same district.</td>
</tr>
<tr>
<td>3</td>
<td>Star Category</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4 Star = 3 Marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>5 Star &amp; above = 5 Marks</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Average Turnover for last 3 years</td>
<td>20</td>
<td>Details as given below in (B) (2)</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total Marks</td>
<td>50</td>
<td></td>
</tr>
</tbody>
</table>

(B) (2)

<table>
<thead>
<tr>
<th>Properties</th>
<th>Turnover</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>10</td>
<td>15</td>
</tr>
<tr>
<td>Holiday Resort Bodalkasa</td>
<td>2 Crore</td>
<td>2 Cr</td>
</tr>
<tr>
<td>Holiday Resort Kunkeshwar</td>
<td>2.5 Crore</td>
<td>2.5Cr</td>
</tr>
<tr>
<td>Holiday Resort Mithbav</td>
<td>5 Crore</td>
<td>5 Cr</td>
</tr>
</tbody>
</table>
29) **Technical Bid**

- The Bidder should get minimum 50% of technical criteria marks (Which comes to 25 marks out of 50 marks)
- Financial offers will be opened for those Bidders who score minimum 50% & above in technical bid

30) **Financial Bid**

- The Average of 10 years rent quoted will be calculated. Highest average will get 50 marks & remaining Bidders will get proportionately equivalent marks as compared to the higher bidder with 50 marks
- The aggregate of technical & financial bid, criteria shall be the basis of finalizing tender.
- All powers in respect of clarification in aforesaid matter shall rest with Managing Director, MTDC and they shall be final.

Sd/-

Managing Director
M.T.D.C.LTD., Mumbai.
V. GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF BIDDER

1. Issue of Tender Document

Tender Document can be obtained from MTDC's website www.maharashtratourism.gov.in or www.mahatenders.gov.in

2. The Bidders are advised to visit the site/property in advance at their own cost.

3. All the Taxes including N.A. taxes that may be levied by the related Authorities, local bodies for commercial operation etc are to be borne by the Bidder.

4. Bidder and any of his personnel or agents will be granted permission to enter upon the premises and lands to inspect the property for the purpose only, upon the express conditions that the Bidder, his Personnel and Agents indemnify MTDC from all liability in respect thereof and will be responsible for personal injury (whether fatal or otherwise), loss, damage, costs and expenses whatsoever caused, which but for the exercise of such permission would not have arisen.

5. The prospective Bidder requiring any clarification on the tender document, may seek the same from the Sr.Manager (Land & Estate), H.O. Mumbai.

6. All corrections and additions should be initialed.

7. In the event of the tender being submitted by a Firm, it must be signed by the authorised signatory of the firm.

8. In the event of tender being accepted, the amount of earnest money will be appropriated towards the amount of security deposit payable by the Bidder subject to condition herein below.

9. If, after submitting the tender, the Bidder withdraws his offer or modifies the same or if after the acceptance of his tender the Bidder fails or neglects to complete the necessary formalities or fails to implement the contract within time stipulated for, then without prejudice to any other rights, the Corporation shall be entitled to forfeit the full amount of the earnest money deposited by the Bidder.

10. MTDC reserves its right to revise or amend the Tender document fully or in part before the deadline for submission, and deviations/amendments if any shall be communicated in the form of Corrigendum or by letter as may be considered suitable.

11. The Bidder is expected to examine carefully all instructions, forms, general rules in the tender document. Failure to comply with the requirements of tender submission will be at the Bidder's own risk. Tenders which do not conform to the requirements of the Tender Documents will be rejected.

12. The acceptance of tender shall be communicated to the successful Bidder on approval of the Competent Authority.
VI Procedure for E-TENDER

1) Technical Folder shall contain the PDF copies of the following documents. Originals shall be produced at the time of opening of tender.

(a) Bid letter No.1 as provided in the document, duly typed out, signed and completed with the required information in the format given.

(b) Acknowledgement receipt of EMD & Tender Fees.

(c) For public/private company or a firm, Profit & Loss Account and Balance Sheet of the Tender’s Establishment for the last three years duly certified by Chartered Accountant & Self Attested by Authorised Signatory.

(d) The average gross turnover of the Bidder for last 3 years is indicated in the financial capability schedule on page no.9, Chartered Accountant Certificate for the same should be uploaded.

(e) No default certificate from the Bidder’s Bank or Financial Institution.

(f) Copy of Income Tax returns and of wealth tax if any, duly (Self attested) and copy of PAN card.

(g) Experience Certificate for having experience as on the date of submission of tender offer in operating and managing profitable resort/hotel or restaurant.

(h) All pdf copies should be duly self attested & original be produced on demand.

(i) Documentary evidence of the establishment of the company/firm/partnership.

(j) Service Tax registration, Service Tax last return copy, Vat Registration/Sales Tax Registration, Eating house licence, Lodging & boarding licence, etc..

(k) Registration Certificate Registered with ESI, EPF Authority and undertaking regarding maintenance of wages register of the staff wherever applicable should be uploaded.

(l) The Tender document shall be signed and stamped by the bidder or his authorized signatory.

(m) The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.

2) Commercial Bid Folder

a) The Bidder shall mention the Lease Rent Offer in BOQ
VII. BLANK FORM OF BID LETTER NO.1

Bidder's Name and Address
________________________________
________________________________
________________________________

To
Sr. Manager (Land & Estate)
Maharashtra Tourism Development
Corporation Ltd.,
C.D.O. Hutments,
Opp. L.I.C. (Yogaksheme) Building,
Madam Cama Road,
Mumbai- 400020.

Sub : Offer for running and Managing (with name of property as mentioned in Detailed Tender Notice)

Sir,

I/We, have read the Tender Document No. MTDC/L&E/Tender Notice/225/2016 and have carefully studied and understood before submitting the Tender the present condition and details of property, the Standard Agreement, General Rules and Directions and the Tendering Procedure for submission of offer and agree to abide by all the stipulated terms, conditions, rules and provisions contained therein.

The required information relating to my/our/Establishment is furnished as below:

<table>
<thead>
<tr>
<th></th>
<th>Name of the Bidder</th>
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<tbody>
<tr>
<td></td>
<td>Address of Organisation</td>
</tr>
<tr>
<td>2</td>
<td>Company/Firm/any other</td>
</tr>
<tr>
<td></td>
<td>a).Details of Registration</td>
</tr>
<tr>
<td></td>
<td>b).Business / Office Address</td>
</tr>
<tr>
<td></td>
<td>c)Name of the Proprietor/Owner/Manager</td>
</tr>
<tr>
<td>3</td>
<td>Correspondence Address</td>
</tr>
<tr>
<td></td>
<td>a).Telephone No:</td>
</tr>
<tr>
<td></td>
<td>b).Fax No.</td>
</tr>
<tr>
<td></td>
<td>c).Website</td>
</tr>
<tr>
<td></td>
<td>d) Email-Id</td>
</tr>
<tr>
<td>4</td>
<td>i) Shop &amp; Establishment Certificate attached</td>
</tr>
<tr>
<td></td>
<td>ii)Copy of Documentary evidence of the company/firm/partnership registration</td>
</tr>
<tr>
<td></td>
<td>Yes/No</td>
</tr>
<tr>
<td></td>
<td>Yes/No</td>
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<td></td>
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</tbody>
</table>
| 5 | i) Service Tax Registration Certificate No.  
   ii) Details of the Service Tax paid for the year 2014-2015 (Last return copy attached)  
   iii) VAT Registration No : |
| 6 | Copy of Pan Card attached  
   Yes/No |
| 7 | Copy of Income Tax Returns for last three years i.e.,  
   | 
   | Financial Year | Attached |
   | 2013-14 | Yes/No |
   | 2014-15 | Yes/No |
   | 2015-16 | Yes/No |
| 8 | Turnover for last Three Years  
   (Audited Balance Sheet) along with  
   Chartered Accountant Certificate. |
| 9 | Experience Certificate if any,  
   No of Yrs  
   Star Category |
| 10 | No Default Certificate attached  
   Yes / No |
| 11 | EPF attached  
   Yes / No |
| 12 | ESIC Yes / No  
   Yes / No |
| 13 | Undertaking regarding wages registered attached  
   Yes / No |
| 14 | The details of my/our Establishment in term of capacity, turnover, profit, etc. are as below:  
   |   |   |   |
   | Nature of Business | No. of Units | No. of Employees | Net Profit. |
   | Resort or Hotels or Restaurants |   |   |   |
   | a) Eating House License  
   b) Lodging and Boarding License  
   c) Other Relevant Documents |   |   |   |
| 15 | I have read and agreed to all terms and conditions mentioned in tender notice. 
Yours faithfully,  
(Signature)  
Place: Signature of Bidder with  
Date: Name and Designation where applicable
Bidder’s Name and Address
________________________________

To,
Managing Director
Maharashtra Tourism Development Corporation Ltd.,
C.D.O. Hutments,
Opp. L.I.C. (Yogakshem) Building,
Madam Cama Road,
Mumbai - 400020.

Sub : Offer for running and Managing ___________ (Name of the Property)

Sir,

In response to your advertisement which appeared in _____________ newspaper dated _____________ having carefully studied and understood the provisions and terms and conditions, General Rules and Directions given in the Tender Document No.MTDC/L&E/Tender Notice /225/2016. I/We (name of the Bidder)_____________________________ submit my/our offer for _________________ (write name of the property as mentioned in Detailed Tender Notice).

<table>
<thead>
<tr>
<th>Year</th>
<th>Rs.</th>
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<tbody>
<tr>
<td>1st</td>
<td></td>
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<td>2nd</td>
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<td>3rd</td>
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<td>9th</td>
<td></td>
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<tr>
<td>10th</td>
<td></td>
</tr>
</tbody>
</table>

Offer for 10 Years

Thanking you,

Yours faithfully,

(Signature)

Place : 
Date :

Signature of Bidder with Name and Designation where applicable
IX. GENERAL TERMS & CONDITIONS & FORMAT OF AGREEMENT. (RESORT)

Short Term Agreement

THIS AGREEMENT made at this _________ day of __________ 2016

BETWEEN

THE MAHARASHTRA TOURISM DEVELOPMENT CORPORATION LIMITED, a Government Company registered under the Companies Act, 1956 (No.1 of 1956) and having its registered office at C.D.O. Hutments, Opp. L.I.C. (Yogakshema) Building, Madame Cama Road, Mumbai-400 020, hereinafter referred to as "THE LESSOR" (which expression shall unless the context does not so admit, include its successors and assigns) of the ONE PART:

AND

___________________________________________ carrying on business in the firm name and style of __________________________ as sole proprietor thereof, hereinafter called "THE LESSEE" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors and administrators) of the OTHER PART:

OR

M/s. ____________________________ a partnership firm consisting of
(2) ____________________________ (3) ____________________________
as partners thereof hereinafter referred to as "THE LESSEE" (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners for the time being of the said firm and their heirs, executors and administrators) of the OTHER PART:

OR

___________________________________________, a Limited Company incorporated under the Companies Act, 1956 and having its registered office at ____________________________ hereinafter referred to as "THE LESSEE" (which expression shall unless it is repugnant to the content or meaning thereof and include its successor or successors) of the OTHER PART:
WHEREAS

i) THE LESSOR is the Owner of property known as MTDC situated at , Dist. ________ more particularly described in the Schedule hereunder written (hereinafter referred to as "THE SAID RESORT").

ii) THE LESSOR has invited offers inter-alia for entrusting management of its said Resort at ________, Dist. Nagpur as per the document No. MTDC/L&E/Tender Notice/ /2016.

iii) THE LESSEE have offered to run and manage LESSOR’s said Resort and for that purpose sought lease and permission of THE LESSOR to run and manage the same which THE LESSOR has agreed to grant upon terms and conditions hereinafter appearing.

iv) Prior to the execution of this Agreement, THE LESSEE has furnished to THE LESSOR, security deposit in the sum of Rs.______________/-(_________________) towards the amount of security deposit to be made by THE LESSEE. The Lessee shall pay the amount of security deposit at the Regional Office of MTDC.

v) It has been agreed that the said sum of Rs.______________/-(only) paid as above will not carry any interest.

vi) THE LESSEE has given a Bank Guarantee dated ________ day of ________, 2016 executed by the _______________________________ (Name of Bank) in favour of THE LESSOR for the sum of Rs. ____________/-(Rupees ____________ only) as additional security for LESSEE of all the terms and conditions contained in this Agreement and to be observed and performed by THE LESSEE.

vii) The parties hereto are desirous of recording the terms and conditions of the Lease.
NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS

TERM, LEASEFEE AND USE OF LEASEFEE

1. THE LESSOR hereby grants to THE LESSEE a Lease and permission to run and manage the said Resort for a period of Ten years commencing from the date of execution of the agreement.

2. In this agreement the words ÒManaging the ResortÓ means :-
   (a) To give the rooms of the Resort to the tourists at such rates not exceeding the rates that may be approved by THE LESSOR.
   (b) An exclusive right to serve and sell food and provisions and non-alcoholic beverages in the Restaurant in the Resort if available and in case a beer bar is attached to the said Restaurant, then to serve or sell beer only in such beer bar and
   (c) An exclusive right to serve and sell food and beverages in the Resort.

RIGHTS AND LIABILITIES OF LEASEE

3. During the aforesaid period of Ten years THE LESSEE shall have lease and authority only to enter upon the said Resort described in the schedule hereto for the purposes of managing the Resort and/or conducting catering services as hereinafter provided and for no other purposes whatsoever and THE LESSEE shall be deemed to be bare lease only for running the said Resort.

4. Nothing in these presents contained shall be construed as demise in law of the Resort or any part thereof so as to give to THE LESSEE any legal interest therein, but THE LESSEE shall only have a lease to enter upon the Resort for the purpose of performing this Agreement.

5. The Lessor shall make minimum 10% of Lessee’s room booking through MTDC Website and the Lessor shall deduct 20% Commission from the said booking and balance amount after deduction will be payable to the Lessee. If Lessor books the rooms through their website and keeps 20% with Lessor and agrees to pay remaining balance to Lessee, the Lessee shall not ask the said amount to be adjusted towards lease rent. THE LESSEEE will have to accept possession of the Resort in whatever condition the same may be existed at the time of handing over possession thereof to THE LESSEEE.

a) Any additional activities of Tourist interest created by the Lessee with the prior consent of the Lessor, will be done on revenue sharing basis where MTDC will get 20% share of the revenue earned by the Lessee.

b) The Lessee may make changes like building up Canopy during rainy season with the consent of MTDC on a revenue sharing basis.
c) The LESSEE will also be liable to provide to LESSOR, an undertaking of any outstanding amounts (dues) he has in the past, present and future from any individual, financial institution etc. **LESSEE is also liable to produce details of all his Movable and immovable property apart from his security deposit and bank guarantee at the time of signing this SHORT TERM. LESSEE shall give a certificate of disclosure i.e, history of his criminal record (a clearance of criminal record certificate from police) if any.**

6. THE LESSEE hereby agrees to observe and perform the following that is to say

(a) That THE LESSEE shall pay to THE LESSOR lease fees/compensation at the rates and in the manner specified below plus service tax and all other taxes at the rates prescribed by the government from time to time and after deducting TDS. Lessee shall produce TDS certificate to MTDC Regional Office.

**COMPENSATION**
Payable to LESSOR

<table>
<thead>
<tr>
<th>Year</th>
<th>Twelve Months Instalments of Rs. Words.</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Year</td>
<td>Twelve Months Instalments of Rs. Words.</td>
</tr>
<tr>
<td>2nd Year</td>
<td>Twelve Months Instalments of Rs. Words.</td>
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<tr>
<td>3rd Year</td>
<td>Twelve Months Instalments of Rs. Words.</td>
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<tr>
<td>4th Year</td>
<td>Twelve Months Instalments of Rs. Words.</td>
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<td>5th Year</td>
<td>Twelve Months Instalments of Rs. Words.</td>
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<td>6th Year</td>
<td>Twelve Months Instalments of Rs. Words.</td>
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<tr>
<td>7th Year</td>
<td>Twelve Months Instalments of Rs. Words.</td>
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<tr>
<td>8th Year</td>
<td>Twelve Months Instalments of Rs. Words.</td>
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<tr>
<td>9th Year</td>
<td>Twelve Months Instalments of Rs. Words.</td>
</tr>
<tr>
<td>10th Year</td>
<td>Twelve Months Instalments of Rs. Words.</td>
</tr>
</tbody>
</table>

Total Amount Payable for 10 Years is
(In Words:__________________________________Only)
i) The above referred Lease fees/Compensation shall be paid in advance without any deduction by monthly instalment. If Lessee pays rent by cheque and the said cheque is dishonoured then the lessee shall be liable to pay Rs.500/- per cheque towards bank charges and the Lessee shall submit fresh cheque within 10 days along with fine of Rs.500/- as aforesaid and where the cheques issued by the Lessee are dishonoured for more than 3 times cumulatively during the lease period, the lessee shall be liable for automatic termination after the 3rd dishonoured and legal action shall be initiated. The first of such payment will be made on execution of this Agreement and all subsequent payments will be made on or before the 5th day of the month in which the same falls due. THE LESSEE shall make the payments by Cash/D.D/RTGS to the __________________________. If THE LESSEE fail or neglect to pay to THE LESSOR compensation at the rates and in the manner specified above, then they/he shall, in addition to the amount so due and payable by them to THE LESSOR pay simple interest thereon at the rate of 18% per annum from the date of default in payment of compensation or delay in payment of interest continues for one month OR more than 30 days from the due date of payment THE LESSOR shall be entitled to recover the same dues from security deposit paid and will have right to terminate this agreement without any notice and to evict THE LESSEE from the said Resort. In such situation Lessee shall handover peaceful possession to the Lessor.

ii) THE LESSEE shall provide an irrevocable Bank Guarantee of the amount equal to the twelve months Lease fee payable to MTDC from any Nationalised Bank/Scheduled Bank guaranteeing the payment payable by THE LESSEE to THE LESSOR, as an average of total agreement period.

(b) THE LESSEE shall display the name of THE LESSOR and also its Logo on all boards, hoardings and advertisements on the premises of the said Resort showing THE LESSOR as the Owners and THE LESSEE as running and managing the Resort. Any default in this matter for a period of more than 6 months cumulatively during the lease period. The lease shall be liable for automatic cancellation.

(c) That THE LESSEE shall at their cost keep the said Resort clean and in best hygienic condition and for that purpose take all necessary steps and precautions in that behalf and follow the guidelines as may be in force from time to time and comply with all statutory provisions, rules, regulations and bye-laws of the local and other authority in respect of sanitary arrangements hygiene, health or cleanliness and shall indemnify THE LESSOR against all costs, claims, liabilities, fines or other expenses whatsoever which may fall upon THE LESSOR by reason
of non-compliance and non-observance by THE LESSEE therewith. Further THE LESSEE shall provide adequate pest control service at his own cost during the lease period to the satisfaction of THE LESSOR to ensure hygienic condition of the Resort.

(d) THE LESSEE shall install adequate fire extinguishers in the Resort and shall be responsible for checking and servicing them from time to time and LESSEE shall adhere strictly and rigidly to any security or safety regulations prescribed by a local or other authority.

(e) THE LESSEE shall during the terms of this agreement, insure and keep insured the said Resort in the such sum as would be decided/approved by THE LESSOR in the name of THE LESSOR against any damage to the said Resort caused by fire, explosion, riot, civil commotion, strikes lockouts, workers/labour disturbances, storm, tempest, flood, earthquake or any Act of God with an Insurance Company to be approved by THE LESSOR and will produce to THE LESSOR, the policy or policies of insurance and receipts for the payment of last premium. In case of any damage to the Resort, THE LESSEE shall carry out the repairs to the said Resort at his expenses and THE LESSOR shall give any claim that may be received towards meeting expenses incurred by THE LESSEE in rebuilding or reinstating the said Resort. OR if insurance payment of the property is paid by LESSOR then required payment to be reimburse by LESSEE.

(f) THE LESSEE shall make adequate and satisfactory arrangements for the removal of waste or garbage, and follow the guidelines that may be prescribed from time to time.

(g) THE LESSEE shall at their cost provide suitable and sufficient staff for all the purpose of running the Resort such staff shall wear the uniform daily approved by THE LESSOR and shall be clean, civil and sober at all times and at least when on duty. Any member of LESSEE staff whose conduct while on duty is in the opinion of LESSOR detrimental to the interests of LESSOR, THE LESSEE shall, at the request of THE LESSOR take appropriate action in the matter.

(h) THE LESSEE shall forthwith on the expiry or termination of this agreement, without demur, quit, vacate and hand over vacant and peaceful possession of the said Resort to THE LESSOR in the same condition in which they were at the time of commencement of this agreement with the exception of normal wear and tear.

(i) THE LESSEE shall not, except with the prior permission in writing of THE
LESSOR, make any additions or alterations to the premises of the said Resort including electric installations and fittings. All additions or alterations so made or carried out by THE LESSEE with such permission shall, on termination of this Agreement, become the property of THE LESSOR and THE LESSEE shall neither have any right, title or interest therein nor shall they be entitled to claim from THE LESSOR any costs, charges or compensation in respect thereof. Provided that THE LESSOR, shall be at liberty to call upon THE LESSEE to remove at their costs and consequences all additions and alterations made by them and restore the premises of the said Resort to their original conditions.

(j) THE LESSEE shall bear and pay all the taxes and outgoing of whatsoever nature, and description including municipal taxes, property taxes, N.A. Tax, Sales-tax, water charges, entertainment tax, electricity charges, sanitary charges, education fees, lease fees, expenses for gas consumption and other charges, taxes and fees that may be levied by the local authority, Government or any other Corporation during the period of this Agreement and which are required to be paid for the continuous and efficient running of the said Resort. There shall be no malpractices regarding tax / cess whatsoever payable.

(k) THE LESSEE shall, in the event of failure of electricity and/or non-supply of water, make alternate arrangement at their cost therefore and THE LESSOR shall not be liable to compensate THE LESSEE for loss of their business due to failure of electricity and/or non-supply of water.

(l) THE LESSEE shall use the said Resort only for the purpose as mentioned in this Agreement and for no other purposes whatsoever, nor shall they allow them to be used or utilized by any person or persons other than THE LESSEE or their servants. Provided that THE LESSOR shall have the right to use the said Resort only for short duration for purposes of holding conferences, meetings, functions at mutually agreeable charges and that too only after giving to THE LESSEE sufficient advance notice in writing of LESSOR’s intention of such temporary use. Such use shall not exceed 15 days in any one year.

(m) Subject to the provisions of sub-clause (j) hereof, THE LESSEE shall be entitled to use the, existing gas, electricity and water connections in the premises of said Resort. However, separate electricity meter, water supply meter will be installed at SHORT TERM premises and the bills will be paid by THE LESSEE as per actual.
Also no generator set will be provided and arrangement for this has to be made by THE LESSEE.

(n) THE LESSEE shall be entitled to make use of the telephone facility at the said Resort and THE LESSEE shall be liable to pay all the bills for rental charges and call charges that may be issued by the telephone authorities from time to time.

(o) THE LESSEE shall, on or before 5th of each and every month during the subsistence of this agreement, pay to THE LESSOR the fees in respect of all leases or permissions which are due and payable from time to time and shall also cause to be renewed all the leases and permissions during the subsistence of this agreement. Such fees shall be paid/deposited with the

__________________________________________

(p) THE LESSEE shall sell and serve in the said Resort and by way of room service at all times fresh, wholesome, clean, hygienic and good quality food, drinks and beverages. The LESSEE shall at no point of time compromise on the quality of food and services and shall at all times maintain good quality. A duly authorised representative of THE LESSOR in this behalf shall without prior notice have the authority to inspect and taste such eatables or drinks and if on such examination, it is proved to his satisfaction that any article, provision or beverage is unhygienic, unwholesome or below standard, such representative of THE LESSOR shall have authority to forthwith stop and discontinue the sale and service thereof and to order its destruction and also to destroy the same at the cost of THE LESSEE, without prejudice to the right of THE LESSOR to levy such fine as it may in its absolute discretion think fit and THE LESSEE shall, without demur, pay to THE LESSOR fine so imposed.

(q) THE LESSEE may, with the previous permission in writing of THE LESSOR, sell provisions like soaps, hair oils, shampoos, shaving blades, tooth pastes, brushes and medicines like Iodine, Pain Balm and such other provisions as may be required by a tourist at place in the said Resort as may be specified in the said permission.

(r) THE LESSEE shall not bring, store, stock, keep or cook in the Resort beef or bacon or anything which may injure or hurt religious feelings of any community.

(s) THE LESSEE shall not bring, store, stock, keep, or sell any illicit or contraband articles or goods in the said Resort or in the vicinity thereof.

(t) THE LESSEE shall, at their own cost, make arrangements for the furnishing utensils, cutlery, crockery, linen, plants, machinery, equipments, furniture etc., of
good standard for the said Resort. In case THE LESSOR supplies any or all of the aforesaid items, then they will be absolute property of LESSOR during the subsistence of this agreement. Items so supplied by THE LESSOR shall be used by THE LESSEE with due care and caution and the damage or loss, if any, of such items shall be made good by THE LESSEE to THE LESSOR. On the expiry or the termination of this agreement, THE LESSEE shall return to THE LESSOR, such items in the same condition in which they were at the time of delivery. A list of Articles/furniture supplied to THE LESSEE shall be furnished by THE LESSOR duly signed by representatives of both the parties to the agreement, at the time of taking possession.

(u) In the event of the expiry at termination of this agreement, THE LESSEE shall either be entitled to remove or take away at their own cost, charges and expenses, all such movables brought by them in the said Resort and as are capable of being removed or taken away without causing any damage howsoever to the said Resort or any part thereof or shall also have the option to leave behind the same or any of them on payment by THE LESSOR to them of such compensation of consideration as may be mutually agreed upon between the parties hereto.

(v) THE LESSEE shall keep the Restaurant open on each and every day as permissible by local Authority or rules applicable.

(w) THE LESSEE should provide room service to the tourists staying in the resorts.

(x) THE LESSEE shall get the tariff duly approved by THE LESSOR and they shall sell food, drinks and provisions and render services only at the reasonable rates as intimated to THE LESSOR. The rates/tariff so fixed shall be displaced by THE LESSEE at a conspicuous place in the said Resort. THE LESSEE shall communicate the yearly sales turnover of the Resort to THE LESSOR by end of April.

(y) THE LESSEE shall white wash walls, gate together with all facilities enjoyed in respect of the Resort premises once in every year and shall keep in and maintain the furniture whether, belonging to THE LESSOR or brought to by LESSEE in good condition.

(z) THE LESSEE shall be fair in dealings and courteous in behaviour with the customers.

(aa) THE LESSEE shall employ in the said Resort their own employees to run the said
Resort and they shall be liable to pay the salaries, leave wages, bonus, gratuity, retirement benefits and all other required benefits and legal dues payable to them. THE LESSEE shall also comply with each and every provisions of law applicable to their employees, including obtaining of leases under the provisions of Contract Labour (Regulations Abolition) Act, 1970 and rules made there under, payment of minimum rates of wages, subscription to provident fund, benefits under Employees State Insurance Scheme, Workmen’s Compensation Act, and similar labour legislation in force from time to time. THE LESSOR shall in no way be liable to pay any dues or claims payable in this behalf to the said employees nor will those employees shall have any claim of employment in the Organisation of THE LESSOR while delivering and handing over the said Resort to THE LESSOR, expiry of this agreement or on its earlier termination. THE LESSEE shall indemnify and keep indemnified and save harmless THE LESSOR against all costs, charges and expenses of whatsoever nature which may be incurred by THE LESSOR in this behalf. Standard prescribed and shown in the Annexure to this agreement is desirable.

(bb) THE LESSEE shall at their own cost provided/replace, all electric bulbs and tubes required for, the use of the electric installation provided in the said Resort and replace such of the bulbs and tubes as may fail, fuse or be broken and keep electric installation in a clean safe and secure condition by properly dusting the fan, fittings, etc.

(cc) THE LESSEE shall at all times keep a complaint and suggestion book at a conspicuous place in the said Resort premises, wherein the customers may record their complaints and suggestions and the book so kept and maintained shall be open for inspection by the inspecting officers of THE LICENSOR. Also, the Lessee shall display the following notice at a conspicuous place in the Restaurant/Resort minimum size of 3 x 4 ft for the information of the tourist. “Tourist’s are requested to convey their feedback/complaints along with photos if any, whether favourable or adverse on any of the following;

a) Facebook : https://www.facebook.com/MaharashtraTourismDevelopmentCorporationLtd
b) Twitter : https://twitter.com/mtdc_official
c) Instagram : https://www.instagram.com/mtdc_official
d) Whatsapp no: Regional Manager contact no”

The extracts of the complaints/suggestions book shall be forwarded by LESSEE to the__________________________________________________ every month. THE LESSEE shall take all necessary remedial follow up steps to avoid recurring of such incidents and inform THE LESSOR about the steps taken.
(dd) THE LESSEE shall abide by and observe each and every laws, rules and regulations of the Police, Municipal, Local Bodies and other Statutory Authorities in respect of the working of the said Resort and Restaurant therein.

(ee) THE LESSEE shall not keep or store upon and in the vicinity of the premises of the said Resort any articles of combustible, inflammable, obnoxious or, dangerous nature. If any damage or destruction is caused to the Resort or part thereof on account of breach of this condition by THE LESSEE, they alone shall be responsible for the same and shall fully reimburse THE LESSOR for the loss suffered by THE LESSOR on this account.

(ff) THE LESSEE shall not do or permit to be done upon the premises of the said Resort anything which may cause a nuisance or annoyance or in any way interference with comfort, peace or privacy of the inmates of the properties in the vicinity of the said Resort.

(gg) That the Lease is hereby given to THE LESSEE only. THE LESSEE shall not directly or indirectly transfer, assign, encumber or part with their/his interest under the benefit of this agreement or any part thereof, in any manner whatsoever.

(hh) In the event of LESSEE failing to vacate itself with its belongings and employees from the said Resort on expiry or determination of this agreement THE LESSEE shall pay to THE LESSOR without demure as by way of compensation not being in the nature of penalty an amount of Rs.3,000/- being the amount of loss estimated by THE LESSEE that will be suffered by THE LESSOR for every day of default committed by THE LESSEE.

RIGHTS AND LIABILITIES OF LICENSOR

7. THE LESSOR shall have the following rights and powers, that is to say ĭ

(a) The right of THE LESSOR and its officers at all reasonable times to enter upon the premises of the said Resort to view its state, inspect and for all other reasonable purposes. If on inspection it is observed that THE LESSEE has committed breach of any of the terms, conditions or covenants of the Lease, THE LESSOR shall give notice to THE LESSEE to take such steps as THE LESSOR may deem fit in order to remedy the breach.

(b) In case THE LESSEE shall fail to observe any of the terms, conditions or stipulations on their part herein contained or any directions given hereunder at any time to enter upon and resume
possession of the said Resort and everything thereon and thereupon, this agreement shall automatically cease and terminate without prejudice to all legal rights and remedies of THE LESSOR and thereupon the deposit amount shall stand forfeited. It is also expressly agreed between THE LESSOR and THE LESSEE that for taking over and resuming possession of the said Resort THE LESSOR can take over and resume possession of the said Resort without having to commence any proceedings for the same and THE LESSEE shall not object to or pursuant thereto. It is further also expressly agreed between THE LESSOR and THE LESSEE that the re-possession of the said Resort as aforesaid shall be deemed to be a due surrender of the same by THE LESSEE in favour of THE LESSOR.

(c) LESSOR reserves the rights to change or cancel the agreement terms and its sole discretion with due notification to LESSEE via position. And such modifications as may be possibly be made from time to time shall be binding on all previous, existing, pending and outstanding rentals. Copies of updated terms of rental will be given upon written request.

8. THE LESSOR shall be entitled to enforce and realise the said Deed of Guarantee for the sum guaranteed therein at the sole discretion of THE LESSEE in favour of THE LESSOR and appropriate the amount so released in or towards the satisfaction of any sum due under this Agreement and for any claims or demands whatever (whether liquidated or not), which may at any time be made or have been made on behalf of THE LESSOR from or against THE LESSEE under this Agreement and the surplus if any will be handed over to THE LESSEE on their obtaining a fresh Bank Guarantee or against handing over vacant possession of the Resort as the case may be.

9. This agreement is purely a lease and does not create any right or interest in THE LESSEE as a tenant.

10. The singular shall include plural and plural shall include singular.

11. Any power to be exercised by THE LESSOR shall be exercised by the Managing Director or, any authorised officer of THE LESSOR.

12. In case of failure to pay any amount on due date, THE LESSEE shall pay simple interest on the outstanding dues at the rate of 18% per annum from the date of default till payment subject to clause 6(a)(i) or (ii).

13. The Lease is given to _______________________________, sole proprietor. No change in the constitution of the firm/proprietary concern will be made. It is clearly understood that the Lease is not assignable.

14. In the event of death of the sole proprietor/working partners of THE LESSEE, the Lease hereby given will be transferred to his/her legal heirs. (As per procedure followed by law).
15. If any incident/accident takes place in the Resort, THE LESSEE shall forthwith report the same to the Regional Manager, Regional Office, ______________ of THE LESSOR at ______________.

NOTICES

16. All notices, consents and approvals to be given or any action to be taken under this Agreement, shall be given or taken by the Managing Director or any other Officer authorised by THE LESSOR and any 8 days notice to be given to THE LESSEE shall be considered as duly served, if the same shall have been addressed to THE LESSEE and delivered to left at or posted to the usual or last known place of residence or business either, in Mumbai or elsewhere of the person served or on the said Resort or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said Resort. Likewise notice meant for LESSOR shall be addressed to and delivered or sends by Registered Post A.D. to THE LESSOR’s address at C.D.O. Hutments, Opp. L.I.C. (Yogakshema) Building, Madame Cama Road, and Mumbai-400 020.

ARBITRATION AND CONCILIATION

17. If any dispute or difference shall arise between THE LESSOR and THE LESSEE as to their respective rights, duties, obligations under this agreement or touching any other matter or thing connected with this agreement such dispute or difference shall be determined by mutually agreeable arbitrator/s from panel of arbitrators, finalized by MTDC.

18. Without prejudice to any other rights and remedies of THE LESSOR, any sum or sums due and payable hereunder by THE LESSEE to THE LESSOR (including arrears of compensation) shall be recoverable as land arrears of land revenue under the provisions of the Maharashtra Land Revenue Code, 1966, and any amendments thereof.
TERMINATION / CANCELLATION

19. In case THE LESSEE desires to quit/terminate/cancel the lease during the validity period of lease THE LESSEE shall pay compensation amount equivalent to three months instalments applicable during the relevant year to THE LESSOR. In case of failure to pay such amount the same shall be recovered from the Bank Guarantee/Security Deposit.

20. THE LESSEE shall bear and pay the costs of the preparations and completion of this agreement in duplicate, including stamp duty, Registration fees, and payable thereon. Each party shall bear and pay their respective Advocates and Solicitors costs.

21. The Courts in Mumbai alone shall have jurisdiction to entertain, try and decide any suit or proceedings in respect of any dispute or difference arising out of this Agreement.

22. If THE LESSEE shall comply with all the terms and hereof and hands over the vacant and peaceful possession of the said Resort THE LESSOR shall, after deducting from the deposit any amount that may be payable by THE LESSEE to THE LESSOR hereunder, pay the balance amount to THE LESSEE.

NOTIFICATION OF REPAIRS AND MAINTENANCE

23. LESSEE shall notify Rental Agent immediately upon knowledge of any maintenance or repairs needed for the premises.

NO ASSIGNMENT OR SUB-SHORT TERM

24. LESSEE may not assign the SHORT TERM or sub-SHORT TERM all or any part of the Premises without first obtaining the LESSORS prior express written approval and consent. Any attempt by LESSEE in violation of this paragraph shall be null and void and shall confer no rights upon any attempted assignee or sub-LESSEE.
RISK OF LOSS AND INSURANCE

25. LESSEE shall be responsible for any and all loss, damage, or injury caused by its own negligence or wilful conduct. LESSEES liability insurance (whether homeowners' or otherwise) shall be primary in the event of any loss or damage to property or persons occurring at or about the Premises during the Term of this SHORT TERM.

PERSONAL PROPERTY

26. BY SIGNING THIS SHORT TERM, LESSEE AGREES THAT LESSEE AGREES THAT LESSEE SHALL BE AND IS SOLELY LIABLE FOR ANY AND ALL LOSS, DAMAGE, DESTRUCTION, OR THEFT OF LESSEES' PERSONAL PROPERTY DURING THE TERM OF THIS SHORT TERM, AND LESSEE SHALL HOLD THE OWNER HAEMLESS FROM ALL LOSS, DAMAGE OR LIABILITY FOR SUCH PERSONAL PROPERTY, FURTHER, LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT OF THE PREMISES, THE LESSOR / OWNER SHALL NOT BE LIABLE OR RESPONSIBVLE FOR ANY PERSONAL PROPERY. ALL SUCH PERSONAL PROPERTY MAY BE DISPOSED OF ANY MANNER LESSOR DEEMS APPROPRIATE, AND REASOBALE CHARGES FOR REMOVAL AND DISPOSAL SHALL BE PAID BY THE LESSEE.

BINDING AGREEMENT

27. This SHORT TERM shall be jointly and severally binding upon the LESSEE and all persons, family members guests, invitees and other persons on or about the Premises with the permission of LESSEE regardless of whether or not such person has signed this SHORT TERM or not. Whenever used the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.

MISCELLANEOUS

Time is of the essence in all of LESSEES performances due under this SHORT TERM. All questions concerning the meaning, execution, construction, effect, validity and enforcement of the SHORT TERM shall be determined pursuant to the laws of India.

28. a) Manpower and consumable items would be the responsibility of the LESSEE. Qualified and experienced staff shall be appointed.
   b) Prior approval to the rates of the Restaurant would be mandatory.
   c) Room for the canteen staff will be given if available on mutually agreed rates by MTDC.
   d) Water, electricity and other applicable taxes will be paid by the LESSEE.
SCHEDULE INVENTORY

LIST OF IMMOVABLE PROPERTY AND DETAILS

LOCATION:

NAME OF PROPERTY:
Land - _______ Hector ï Admeasuring _______ Sq.m out of which ______ Sq.m (As per Annexure_______________ ) land area is used for constructions which has been leased out.
Survey No. _____
Taluka: _______, District: _______
Owner: Maharashtra Tourism Development Corporation

______________________________ comprises of following units.

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IN WITNESS WHEREOF the Common Seal of the parties have caused their seals affixed hereeto and to the duplicate hereof the common seal of THE LESSOR is hereunto affixed and LESSEE, have set and subscribed their respective hands and seals on the day and year hereinabove written.

Signed for and on behalf of

MAHARASHTRA TOURISM DEVELOPMENT CORPORATION
LESSOR

Name: Shri.
Designation:

Signed for and on behalf of

LESSEE

Name: Shri.
Designation:

In the presence of witness:
VII) GENERAL TERMS & CONDITIONS & FORMAT OF AGREEMENT. (RESTAURANT)

Short Term Agreement

THIS AGREEMENT made at this _________ day of __________ 2016

BETWEEN

THE MAHARASHTRA TOURISM DEVELOPMENT CORPORATION LIMITED, a Government Company registered under the Companies Act, 1956 (No.1 of 1956) and having its registered office at C.D.O. Hutments, Opp. L.I.C. (Yogakshema) Building, Madame Cama Road, Mumbai-400 020, hereinafter referred to as "THE LESSOR" (which expression shall unless the context does not so admit, include its successors and assigns) of the ONE PART:

AND

______________________________________________________ carrying on business in the firm name and style of _________________________________ as sole proprietor thereof, hereinafter called "THE LESSEE" (which expression shall unless it be repugnant to the context or meaning thereof mean and include his heirs, executors and administrators) of the OTHER PART:

OR

(1) M/s. _________________________________ a partnership firm consisting of

(3) ____________________________________________

(4) ____________________________________________ as partners thereof hereinafter referred to as "THE LESSEE" (which expression shall unless it be repugnant to the context or meaning thereof mean and include the partners for the time being of the said firm and their heirs, executors and administrators) of the OTHER PART:

OR

_____________________________________________________, a Limited Company incorporated under the Companies Act, 1956 and having its registered office at ____________________________________________ hereinafter referred to as "THE LESSEE" (which expression shall unless it is repugnant to the content or meaning thereof and include its successor or successors) of the OTHER PART:
WHEREAS

i) THE LESSOR is the Owner of property known as ________________ situated at ________________, Dist. ________________ more particularly described in the Schedule hereunder written (hereinafter referred to as "THE SAID RESTAURANT").

ii) THE LESSOR has invited offers inter-alia for entrusting management of its said RESTAURANT at ________________, Dist. ________________ as per the document no. MTDC/L&E/Tender Notice/_____/2016.

iii) THE LESSEE have offered to run and manage LESSOR’s said RESTAURANT and for that purpose sought lease and permission of THE LESSOR to run and manage the same which THE LESSOR has agreed to grant upon terms and conditions hereinafter appearing.

iv) Prior to the execution of this Agreement, THE LESSEE has furnished to THE LESSOR, security deposit in the sum of Rs.______________ (Rupees __________________________ only) by appropriating the earnest money deposit of Rs. ________________ paid with the offer vide Receipt No.______________, dtd.______________ towards the amount of security deposit to be made by THE LESSEE.

v) It has been agreed that the said sum of Rs.______________ only) paid as above will not carry any interest.

vi) THE LESSEE has given a Bank Guarantee dated ______ day of ________, 2015 executed by the __________________________ (Name of Bank) in favour of THE LESSOR for the sum of Rs. ________________ (Rupees ________________ only) as additional security for LESSEE of all the terms and conditions contained in this Agreement and to be observed and performed by THE LESSEE.

vii) The parties hereto are desirous of recording the terms and conditions of the Lease.
NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS

TERM, LEASE FEE AND USE OF LEASE FEE

2. THE LESSOR hereby grants to THE LESSEE a Lease and permission to run and manage the said RESTAURANT for a period of Ten years commencing from the date of execution of the agreement.

3. In this agreement the words "Managing the RESTAURANT" means:
   a) To give the rooms of the RESTAURANT to the tourists at such rates not exceeding the rates that may be approved by THE LESSOR.
   b) An exclusive right to serve and sell food and provisions and non-alcoholic beverages in the Restaurant in the RESTAURANT if available and in case a beer bar is attached to the said Restaurant, then to serve or sell beer only in such beer bar and
   c) An exclusive right to serve and sell food and beverages in the RESTAURANT.

RIGHTS AND LIABILITIES OF LESSEE

4. During the aforesaid period of Ten years THE LESSEE shall have lease and authority only to enter upon the said RESTAURANT described in the schedule hereto for the purposes of managing the RESTAURANT and/or conducting catering services as hereinafter provided and for no other purposes whatsoever and THE LESSEE shall be deemed to be bare lease only for running the said RESTAURANT.

6. Nothing in these presents contained shall be construed as demise in law of the RESTAURANT or any part thereof so as to give to THE LESSEE any legal interest therein, but THE LESSEE shall only have a lease to enter upon the RESTAURANT for the purpose of performing this Agreement.

5. THE LESSEE will have to accept possession of the RESTAURANT in whatever condition the same may be existed at the time of handing over possession thereof to THE LESSEE.

6. THE LESSEE after taking possession and signing the agreement do the necessary repairs within three months.

7. THE LESSEE will do the necessary repairs within three months after signing the agreement and taking possession and operates and run the said property.

8. THE LESSEE has to prepare the necessary landscapes, maps of the property and get sanctioned from the Executive Engineer. The said process will be done within the initial period of three months and no charges will be given for the said process by LESSOR.

9. The LESSEE will also be liable to provide to LESSOR, an undertaking of any outstanding amounts (dues) he has in the past, present and future from any individual, financial institution etc. LESSEE is also liable to produce details of all his movable and immovable
property apart from his security deposit and bank guarantee at the time of signing this SHORT TERM AGREEMENT. LESSEE shall give a certificate of disclosure i.e. history of his criminal record (a clearance of criminal record certificate from police) if any.

11. THE LESSEE hereby agrees to observe and perform the following that is to say

(a) That THE LESSEE shall pay to THE LESSOR lease fees/compensation at the rates and in the manner specified below plus service tax and all other taxes at the rates prescribed by the government from time to time and after deducting TDS. Lessee shall produce TDS certificate to MTDC Regional Office.

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The above referred Lease fees/Compensation shall be paid in advance without any deduction by monthly instalment. The first of such payment will be made on execution of this Agreement and all subsequent payments will be made on or before the 5th day of the month in which the same falls due. THE LESSEE shall make the payments by Cash/D.D. to the ______________________________. If THE LESSEE fail or neglect to pay to THE LESSOR compensation at the rates and in the manner specified above, then they/he shall, in addition to the amount so due and payable by them to THE LESSOR pay interest thereon at the rate of 18% per annum from the date of default in payment of compensation or delay in payment of interest continues for one month OR more than 30 days from the due date of payment THE LESSOR shall be entitled to recover the same dues from security paid and will have right to terminate this agreement and to evict THE LESSEE from the said RESTAURANT.

THE LESSEE shall provide an irrevocable Bank Guarantee of the amount equal to the twelve months Lease fee payable to MTDC from any Nationalised Bank/Scheduled Bank guaranteeing the payment payable by THE LESSEE to THE LESSOR, as an average of total agreement period.

b) THE LESSEE shall display the name of THE LESSOR and also its Logo on all boards, hoardings and advertisements on the premises of the said RESTAURANT showing THE LESSOR as the Owners and THE LESSEE as running and managing the RESTAURANT.

c) That THE LESSEE shall at their cost keep the said RESTAURANT clean and in best hygienic condition and for that purpose take all necessary steps and precautions in that behalf and follow the guidelines as may be in force from time to time and comply with all statutory provisions, rules, regulations and byelaws of the local and other authority in respect of sanitary arrangements hygiene, health or cleanliness and shall indemnify THE LESSOR against all costs, claims, liabilities, fines or other expenses whatsoever which may fall upon THE LESSOR by reason of non-compliance and non-observance by THE LESSEE therewith. Further THE LESSEE shall provide adequate pest control service at his own cost during the lease period to the satisfaction.
d) THE LESSOR to ensure hygienic condition of the RESTAURANT. Adulteration in any form shall not be accepted.

e) THE LESSEE shall install adequate fire extinguishers in the RESTAURANT and shall be responsible for checking and servicing them from time to time and LESSEE shall adhere strictly and rigidly to any security or safety regulations prescribed by a local or other authority.

f) THE LESSEE shall during the terms of this agreement, insure and keep insured the said RESTAURANT in the such sum as would be decided/approved by THE LESSOR in the name of THE LESSOR against any damage to the said RESTAURANT caused by fire, explosion, riot, civil commotion, strikes lockouts, workers/labour disturbances, storm, tempest, flood, earthquake or any Act of God with an Insurance Company to be approved by THE LESSOR and will produce to THE LESSOR, the policy or policies of insurance and receipts for the payment of last premium. In case of any damage to the RESTAURANT, THE LESSEE shall carry out the repairs to the said RESTAURANT at his expenses and THE LESSOR shall give any claim that may be received towards meeting expenses incurred by THE LESSEE in rebuilding or reinstating the said RESTAURANT. OR if insurance payment of the property is paid by LESSOR then required payment to be reimburse by LESSEE.

g) THE LESSEE shall make adequate and satisfactory arrangements for the removal of waste or garbage, and follow the guidelines that may be prescribed from time to time.

h) THE LESSEE shall at their cost provide suitable and sufficient staff for all the purpose of running the RESTAURANT such staff must be educated and must speak English, Hindi and Marathi. Also such staff shall wear the uniform daily approved by THE LESSOR and shall be clean, civil, sober and should carry MTDC's Logo at all times when on duty. Any member of LESSEE staff whose conduct while on duty is in the opinion of LESSOR detrimental to the interests of LESSOR; THE LESSEE shall, at the request of THE LESSOR take appropriate action in the matter.

i) THE LESSEE shall forthwith on the expiry or termination of this agreement, without demur, quit, vacate and hand over vacant and peaceful possession of the said RESTAURANT to THE LESSOR in the same condition in which they were at the time of commencement of this agreement with the exception of normal wear and tear.
j) THE LESSEE shall not except with the prior permission in writing of THE LESSOR, make any additions or alterations to the premises of the said RESTAURANT including electric installations and fittings. All additions or alterations so made or carried out by THE LESSEE with such permission shall, on termination of this Agreement, become the property of THE LESSOR and THE LESSEE shall neither have any right, title or interest therein nor shall they be entitled to claim from THE LESSOR any costs, charges or compensation in respect thereof. Provided that THE LESSOR, shall be at liberty to call upon THE LESSEE to remove at their costs and consequences all additions and alterations made by them and restore the premises of the said RESTAURANT to their original conditions.

k) THE LESSEE shall bear and pay all the taxes and outgoing of whatsoever nature, and description including municipal taxes, property taxes, N.A. Tax, Sales-tax, water charges, entertainment tax, electricity charges, sanitary charges, education fees, lease fees, expenses for gas consumption and other charges, taxes and fees that may be levied by the local authority, Government or any other Corporation during the period of this Agreement and which are required to be paid for the continuous and efficient running of the said RESTAURANT. There shall be no malpractices regarding tax / cess whatsoever payable.

l) THE LESSEE shall, in the event of failure of electricity and/or non-supply of water, make alternate arrangement at their cost therefore and THE LESSOR shall not be liable to compensate THE LESSEE for loss of their business due to failure of electricity and/or non-supply of water.

m) THE LESSEE shall use the said RESTAURANT only for the purpose as mentioned in this Agreement and for no other purposes whatsoever, nor shall they allow them to be used or utilized by any person or persons other than THE LESSEE or their servants. Provided that THE LESSOR shall have the right to use the said RESTAURANT only for short duration for purposes of holding conferences, meetings, functions at mutually agreeable charges and that too only after giving to THE LESSEE sufficient advance notice in writing of LESSOR's intention of such temporary use. Such use shall not exceed 15 days in any one year.

n) Subject to the provisions of sub-clause (j) hereof, THE LESSEE shall be entitled to use the, existing gas, electricity and water connections in the premises of said RESTAURANT. However, separate electricity meter, water supply meter will be installed at SHORT TERM premises and the bills will be paid by THE LESSEE as per actual. Also no generator set will be provided and arrangement for this has to be made by THE LESSEE.
o) THE LESSEE shall be entitled to make use of the telephone facility at the said
RESTAURANT and THE LESSEE shall be liable to pay all the bills for rental
charges and call charges that may be issued by the telephone authorities from time
to time.

p) THE LESSEE shall, on or before 5th of each and every month during the
subsistence of this agreement, pay to THE LESSOR the fees in respect of all leases
or permissions which are due and payable from time to time and shall also cause to
be renewed all the leases and permissions during the subsistence of this agreement.
Such fees shall be paid/deposited with the

q) THE LESSEE shall sell and serve in the said RESTAURANT and by way of room
service at all times fresh, wholesome, clean, hygienic and good quality food, drinks
and beverages. A duly authorised representative of THE LESSOR in this behalf
shall without prior notice have the authority to inspect and taste such eatables or
drinks and if on such examination, it is proved to his satisfaction that any article,
provision or beverage is unhygienic, unwholesome or below standard, such
representative of THE LESSOR shall have authority to forthwith stop and
discontinue the sale and service thereof and to order its destruction and also to
destroy the same at the cost of THE LESSEE, without prejudice to the right of
THE LESSOR to levy such fine as it may in its absolute discretion think fit and
THE LESSEE shall, without demur, pay to THE LESSOR fine so imposed.

r) THE LESSEE may, with the previous permission in writing of THE LESSOR, sell
provisions like soaps, hair oils, shampoos, shaving blades, tooth pastes, brushes
and medicines like Iodine, Pain Balm and such other provisions as may be required
by a tourist at place in the said RESTAURANT as may be specified in the said
permission.

s) THE LESSEE shall not bring, store, stock, keep or cook in the RESTAURANT beef
or bacon or anything which may injure or hurt religious feelings of any community.

t) THE LESSEE shall not bring, store, stock, keep, or sell any illicit or contraband
articles or goods in the said RESTAURANT or in the vicinity thereof.

u) THE LESSEE shall, at their own cost, make arrangements for the furnishing utensils,
cutlery, crockery, linen, plants, machinery, equipments, furniture etc., of good
standard for the said RESTAURANT. In case THE LESSOR supplies any or all of
the aforesaid items, then they will be absolute property of LESSOR during the
subsistence of this agreement. Items so supplied by THE LESSOR shall be used by
THE LESSEE with due care and caution and the damage or loss, if any, of such items shall be made good by THE LESSEE to THE LESSOR. On the expiry or the termination of this agreement, THE LESSEE shall return to THE LESSOR, such items in the same condition in which they were at the time of delivery. A list of Articles/furniture supplied to THE LESSEE shall be furnished by THE LESSOR duly signed by representatives of both the parties to the agreement, at the time of taking possession.

v) In the event of the expiry at termination of this agreement, THE LESSEE shall either be entitled to remove or take away at their own cost, charges and expenses, all such movables brought by them in the said RESTAURANT and as are capable of being removed or taken away without causing any damage howsoever to the said RESTAURANT or any part thereof or shall also have the option to leave behind the same or any of them on payment by THE LESSOR to them of such compensation of consideration as may be mutually agreed upon between the parties hereto.

w) THE LESSEE shall keep the Restaurant open on each and every day as permissible by local Authority or rules applicable. It shall be onus of the restaurant management to upkeep the integrity and reputation of MTDC.Customer Satisfaction and Service Shall be of utmost priority.

x) THE LESSEE should provide room service to the tourists staying in the Resort.

y) THE LESSEE shall get the tariff duly approved by THE LESSOR and they shall sell food, drinks and provisions and render services only at the reasonable rates as intimated to THE LESSOR. The rates/tariff so fixed shall be displaced by THE LESSEE at a conspicuous place in the said RESTAURANT. THE LESSEE shall communicate the yearly sales turnover of the RESTAURANT to THE LESSOR by end of April.

z) THE LESSEE shall white wash walls, gate together with all facilities enjoyed in respect of the RESTAURANT premises once in every year and shall keep in and maintain the furniture whether, belonging to THE LESSOR or brought to by LESSEE in good condition.

(aa) THE LESSEE shall be fair in dealings and courteous in behaviour with the customers.

(bb) THE LESSEE shall employ in the said RESTAURANT their own employees to run the said RESTAURANT and they shall be liable to pay the salaries, leave wages, bonus, gratuity, retirement benefits and all other required benefits and legal dues payable to them. THE LESSEE shall also comply with each and every provisions of law applicable to their employees, including obtaining of leases
under the provisions of Contract Labour (Regulations Abolition) Act, 1970 and rules made there under, payment of minimum rates of wages, subscription to provident fund, benefits under Employees State Insurance Scheme, Workmen’s Compensation Act, and similar labour legislation in force from time to time. THE LESSOR shall in no way be liable to pay any dues or claims payable in this behalf to the said employees nor will those employees shall have any claim of employment in the Organisation of THE LESSOR while delivering and handing over the said RESTAURANT to THE LESSOR, expiry of this agreement or on its earlier termination. THE LESSEE shall indemnify and keep indemnified and save harmless THE LESSOR against all costs, charges and expenses of whatsoever nature which may be incurred by THE LESSOR in this behalf. Standard prescribed and shown in the Annexure to this agreement is desirable.

(cc) THE LESSEE shall at their own cost provided/replace, all electric bulbs and tubes required for, the use of the electric installation provided in the said RESTAURANT and replace such of the bulbs and tubes as may fail, fuse or be broken and keep electric installation in a clean safe and secure condition by properly dusting the fan, fittings, etc.

(dd) THE LESSEE shall at all times keep a complaint and suggestion book at a conspicuous place in the said RESTAURANT premises, wherein the customers may record their complaints and suggestions and the book so kept and maintained shall be open for inspection by the inspecting officers of THE LESSOR. The extracts of the complaints/suggestions book shall be forwarded by LESSEE to the__________________________________ every month.

The LESSEE shall take all necessary remedial follow up steps to avoid recurring of such incidents and inform THE LESSOR about the steps taken.

(ee) THE LESSEE shall abide by and observe each and every laws, rules and regulations of the Police, Municipal, Local Bodies and other Statutory Authorities in respect of the working of the said RESTAURANT and Restaurant therein.

(ff) THE LESSEE shall not keep or store upon and in the vicinity of the premises of the said RESTAURANT any articles of combustible, inflammable, obnoxious or, dangerous nature. If any damage or destruction is caused to the RESTAURANT or part thereof on account of breach of this condition by THE LESSEE, they alone shall be responsible for the same and shall fully reimburse THE LESSOR for the loss suffered by THE LESSOR on this account.
(gg) THE LESSEE shall not do or permit to be done upon the premises of the said RESTAURANT anything which may cause a nuisance or annoyance or in any way interference with comfort, peace or privacy of the inmates of the properties in the vicinity of the said RESTAURANT.

(hh) That the Lease Deed is hereby given to THE LESSEE only. THE LESSEE shall not directly or indirectly transfer, assign, encumber or part with their/his interest under the benefit of this agreement or any part thereof, in any manner whatsoever.

(ii) In the event of LESSEE failing to vacate itself with its belongings and employees from the said RESTAURANT on expiry or determination of this agreement THE LESSEE shall pay to THE LESSOR without demure as by way of compensation not being in the nature of penalty an amount of Rs.3, 000/- being the amount of loss estimated by THE LESSEE that will be suffered by THE LESSOR for every day of default committed by THE LESSEE.

RIGHTS AND LIABILITIES OF LICENSOR

12. THE LESSOR shall have the following rights and powers, that is to say ĭ

(a) The right of THE LESSOR and its officers at all reasonable times to enter upon the premises of the said RESTAURANT to view its state, inspect and for all other reasonable purposes. If on inspection it is observed that THE LESSEE has committed breach of any of the terms, conditions or covenants of the Lease, THE LESSOR shall give notice to THE LESSEE to take such steps as THE LESSOR may deem fit in order to remedy the breach.

(b) Power in case THE LESSEE shall fail to observe any of the terms, conditions or stipulations on their part herein contained or any directions given hereunder at any time to enter upon and resume possession of the said RESTAURANT and everything thereon and thereupon, this agreement shall automatically cease and terminate without prejudice to all legal rights and remedies of THE LESSOR and thereupon the deposit amount shall stand forfeited. It is also expressly agreed between THE LESSOR and THE LESSEE that for taking over and resuming possession of the said RESTAURANT THE LESSOR can take over and resume possession of the said RESTAURANT without having to commence any proceedings for the same and THE LESSEE shall not object to or pursuant thereto. It is further also expressly agreed between THE LESSOR and THE LESSEE that the re-possession of the said RESTAURANT as aforesaid shall be deemed to be a due surrender of the same by THE LESSEE in favour of THE LESSOR.
(c) LESSOR reserves the rights to change or cancel the agreement terms and its sole discretion with due notification to LESSEE via position. And such modifications as may be possibly be made from time to time shall be binding on all previous, existing, pending and outstanding rentals. Copies of updated terms of rental will be given upon written request.

13. THE LESSOR shall be entitled to enforce and realise said Deed of Guarantee for the sum guaranteed therein at the sole discretion of THE LESSEE in favour of THE LESSOR and appropriate the amount so SHORT TERM in or towards the satisfaction of any sum due under this Agreement and for any claims or demands whatever (whether liquidated or not), which may at any time be made or have been made on behalf of THE LESSOR from or against THE LESSEE under this Agreement and the surplus if any will be handed over to THE LESSEE on their obtaining a fresh Bank Guarantee or against handing over vacant possession of the RESTAURANT as the case may be.

14. This agreement is purely a lease and does not create any right or interest in THE LESSEE as a tenant.

15. The singular shall include plural and plural shall include singular.

16. Any power to be exercised by THE LESSOR shall be exercised by the Managing Director or, any authorised officer of THE LESSOR

17. In case of failure to pay any amount on due date, THE LESSEE shall pay compound interest on the outstanding dues at the rate of 18% per annum from the date of default till payment subject to clause 6(a)(i) or (ii).

18. The Lease is given to _______________________, sole proprietor. No change in the constitution of the firm/proprietary concern will be made. It is clearly understood that the Lease is not assignable.

19. In the event of death of the sole proprietor/working partners of THE LESSEE, the Lease hereby given will be transferred to his/her legal heirs. (As per procedure followed by law).

20. If any incident/accident takes place in the RESTAURANT, THE LESSEE shall forthwith report the same to the Regional Manager, Regional Office, __________________ of THE LESSOR at ______________.
NOTICES

21. All notices, consents and approvals to be given or any action to be taken under this Agreement, shall be given or taken by the Managing Director or any other Officer authorised by THE LESSOR and any notice to be given to THE LESSEE shall be considered as duly served, if the same shall have been addressed to THE LESSEE and delivered to left at or posted to the usual or last known place of residence or business either, in Mumbai or elsewhere of the person served or on the said RESTAURANT or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said RESTAURANT. Likewise notice meant for LESSOR shall be addressed to and delivered or sends by Registered Post A.D. to THE LESSOR’s address at C.D.O. Hutments, Opp. L.I.C. (Yogakshema) Building, Madame Cama Road, Mumbai-400 020.

ARBITRATION AND CONCILIATION

22. If any dispute or difference shall arise between THE LESSOR and THE LESSEE as to their respective rights, duties, obligations under this agreement or touching any other matter or thing connected with this agreement such dispute or difference shall be determined by the sole arbitration of a person agreed to by both parties and in default of such agreement in accordance with the provisions of the Arbitration and Conciliation Act, 1996 any statutory modification or re-enactment thereof for the time being force. The decision or award so given by the Arbitrator shall, be final and binding on the parties hereto.

23. Without prejudice to any other rights and remedies of THE LESSOR, any sum or sums due and payable hereunder by THE LESSEE to THE LESSOR (including arrears of compensation) shall be recoverable as land arrears of land revenue under the provisions of the Maharashtra Land Revenue Code, 1966, and any amendments thereof.

TERMINATION/ CANCELLATION

24. In case THE LESSEE desires to quit/terminate/cancel the lease during the validity period of lease THE LESSEE shall pay compensation amount equivalent to three months instalments applicable during the relevant year to THE LESSOR. In case of failure to pay such amount the same shall be recovered from the Bank Guarantee/Security Deposit. LESSEE will not do any structural changes which will be dangerous to the existing building structure. If such "structural changes" done by the LESSEE, the LESSOR will terminate the agreement at any time without prior notice to the LESSEE and LESSOR will recover all the building damages from the LESSEE.
25. THE LESSEE shall bear and pay the costs of the preparations and completion of this agreement in duplicate, including stamp duty, Registration fees, and payable thereon. Each party shall bear and pay their respective Advocates and Solicitors costs.

26. The Courts in Mumbai alone shall have jurisdiction to entertain, try and decide any suit or proceedings in respect of any dispute or difference arising out of this Agreement.

27. If THE LESSEE shall comply with all the terms and hereof and hands over the vacant and peaceful possession of the said RESTAURANT THE LESSOR shall, after deducting from the deposit any amount that may be payable by THE LESSEE to THE LESSOR hereunder, pay the balance amount to THE LESSEE.

NOTIFICATION OF REPAIRS AND MAINTENANCE

28. There will be no period of extension will be given at any situation and also during the period of agreement. LESSEE will not get any concession on the basis of repairs.

NO ASSIGNMENT OR LEASE DEED AGREEMENT

29. LESSEE may not assign the SHORT TERM or sub- SHORT TERM all or any part of the Premises without first obtaining the LESSORS prior express written approval and consent. Any attempt by LESSEE in violation of this paragraph shall be null and void and shall confer no rights upon any attempted assignee or sub-LESSEE.

RISK OF LOSS AND INSSURANCE

30. LESSEE shall be responsible for any and all loss, damage, or injury caused by its own negligence or wilful conduct. LESSEES liability insurance (whether homeowners or otherwise) shall be primary in the event of any loss or damage to property or persons occurring at or about the Premises during the Term of this SHORT TERM LEASE.
PERSONAL PROPERTY

31. BY SIGNING THIS SHORT TERM AGREEMENT, LESSEE AGREES THAT LESSEE AGREES THAT LESSEE SHALL BE AND IS SOLELY LIABLE FOR ANY AND ALL LOSS, DAMAGE, DESTRUCTION, OR THEFT OF LESSEE’S PERSONAL PROPERTY DURING THE TERM OF THIS SHORT TERM, AND LESSEE SHALL HOLD THE OWNER HARMLESS FROM ALL LOSS, DAMAGE OR LIABILITY FOR SUCH PERSONAL PROPERTY. FURTHER, LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT OF THE PREMISES, THE LESSOR / OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY PERSONAL PROPERTY. ALL SUCH PERSONAL PROPERTY MAY BE DISPOSED OF ANY MANNER LESSOR DEEMS APPROPRIATE, AND REASONABLE CHARGES FOR REMOVAL AND DISPOSAL SHALL BE PAID BY THE LESSEE.

BINDING AGREEMENT

32. It is binding to the LESSEE that to get the monthly visit and inspection done from the Deputy Engineer and Regional Manager for the cleanliness and the sanitary also has to take of cleanliness.

MISCELLANEOUS

33. Time is of the essence in all of LESSEES performances due under this SHORT TERM LEASE AGREEMENT.

34. All questions concerning the meaning, execution, construction, effect, validity and enforcement of the SHORT TERM shall be determined pursuant to the laws of India.

35. Only for newly Restaurant constructed by MTDC.
   a) MTDC will be provided kitchen equipment/crockery to the LESSEE for the kitchen will be standardized.
   b) The said crockery/equipment would be hand over to the LESSEE, the MTDC representative and LESSEE would sign the receipt. In case of any short fall in the said equipment/crockery and any damages amount will be fully recovered from the LESSEE from security deposit/Bank Guarantee of the LESSEE.
   c) Manpower and consumable items would be responsibility of the LESSEE. Qualified and experienced staff would be criteria which need to be included in the tender document.
   d) Prior approval to the rates of the Restaurant would be mandatory.
   e) Room for the canteen staff will be given if available on mutually agreed rates by MTDC.
   f) Water, electricity and other applicable taxes will be paid by the LESSEE.
IN WITNESS WHEREOF the Common Seal of the parties have caused their seals affixed hereto and to the duplicate hereof the common seal of THE LESSOR is hereunto affixed and LESSEE, have set and subscribed their respective hands and seals on the day and year hereinabove written.

Signed for and on behalf of

MAHARASHTRA TOURISM DEVELOPMENT CORPORATION
LESSOR

Name: Shri.
Designation: M.D.

Signed for and on behalf of

LESSEE

Name: Shri.
Designation:

In the presence of witness:
IX. GENERAL TERMS & CONDITIONS & FORMAT OF AGREEMENT. (TENT RESORT)

LEASE AGREEMENT

THIS AGREEMENT made at this ________ day of __________ 2016

BETWEEN

THE MAHARASHTRA TOURISM DEVELOPMENT CORPORATION LIMITED, a Government Company registered under the Companies Act, 1956 (No.1 of 1956) and having its registered office at C.D.O. Hutments, Opp. L.I.C. (Yogakshema) Building, Madame Cama Road, Mumbai-400 020, hereinafter referred to as "THE LESSOR" (which expression shall unless the context does not so admit, include its successors and assigns) of the ONE PART:

AND

M/s __________________, a Limited Company incorporated under the Companies Act, 1956 and having its registered office at _______ hereinafter referred to as "THE LESSEE" (which expression shall unless it is repugnant to the content or meaning thereof and include its successor or successors) of the OTHER PART:
WHEREAS

i) THE LESSOR is the Owner of property known as __________ situated at ______________. Dist. _______ more particularly described in the Schedule hereunder written (hereinafter referred to as "THE SAID TENT RESORT").

ii) THE LESSOR has invited offers inter-alia for entrusting management of its said Tent Resort at ______________________ as per the document No. MTDC/L&E/Tender Notice/2016. The LESSEE has emerged as the highest bidder in the said tender process and accordingly vide Letter of Intent dated ___________ MTDC had awarded the lease in favour of the LESSEE.

iii) THE LESSEE have offered to run and manage LESSOR’s said Tent Resort and for that purpose sought lease and permission of THE LESSOR to run and manage the same which THE LESSOR has agreed to grant upon terms and conditions hereinafter appearing.

iv) Prior to the execution of this Agreement, THE LESSEE has furnished to THE LESSOR, interest free Security Deposit in the sum of Rs__________ (Rupees ____________) by appropriating the earnest money deposit of Rs. _______________ paid with the offer vide Receipt No.________________, dtd._________________ towards the amount of security deposit to be made by THE LESSEE.

v) THE LESSEE has also given Bank Guarantee dated ____________________ executed by the _____________________ Bank Ltd in favour of THE LESSOR for the sum of Rs.______________ (Rupees ______________ only) as additional security towards performance of and adherence to all the terms and conditions contained in this Agreement as also the terms and conditions stipulated in the tender document by THE LESSEE.

vi) The parties hereto are desirous of recording the terms and conditions of the Lease as under:-
NOW IT IS HEREBY MUTUALLY AGREED AS FOLLOWS

TERM, LEASEFEE AND USE OF LEASEFEE

3. The terms and conditions of the tender document shall form part and parcel of this agreement.

4. THE LESSOR hereby grants to THE LESSEE a temporary lease and permission to run and manage the said Tent Resort for a period of Ten years commencing from the date of execution of the agreement.

4. In this agreement the words "Managing the Tent Resort" means :-

(b) To give the rooms of the Tent Resort to the tourists at such rates not exceeding the rates that may be approved by THE LESSOR.

(c) An exclusive right to serve and sell food and provisions and non-alcoholic beverages in the Restaurant in the Tent Resort if available and in case a beer bar is attached to the said Restaurant, then to serve or sell beer only in such beer bar and

(d) An exclusive right to serve and sell food and beverages in the Tent Resort.

RIGHTS AND LIABILITIES OF LEASEE

5. During the aforesaid period of Ten years THE LESSEE shall have lease and authority only to enter upon the said Tent Resort described in the schedule hereto for the purposes of managing the Tent Resort and/or conducting catering services as hereinafter provided and for no other purposes whatsoever and THE LESSEE shall be deemed to be bare lease only for running the said Tent Resort.

7. Nothing in these presents contained shall be construed as demise in law of the Tent Resort or any part thereof so as to give to THE LESSEE any legal or interest of whatsoever in the subject property, but THE LESSEE shall only have a permission to enter upon the Tent Resort for the purpose of performing this Agreement.

8. The Lessor shall make minimum 10% of Lessee’s room booking through MTDC Website and the Lessor shall deduct 20% Commission from the said booking and balance amount after deduction will be payable to the Lessee. If Lessor books the rooms through their website and keeps 20% with Lessor and agrees to pay remaining balance to Lessee, the Lessee shall not ask the said amount to be adjusted towards lease rent. THE LESSEE will have to accept possession of the Tent Resort in whatever condition the same may be existed at the time of handing over possession thereof to THE LESSEE.
a) Any additional activities of Tourist interest created by the Lessee with the prior consent of the Lessor, will be done on revenue sharing basis where MTDC will get 20% share of the revenue earned by the Lessee.

b) The Lessee may make changes like building up Canopy during rainy season with the consent of MTDC on a revenue sharing basis.

c) The LESSEE will also be liable to provide to LESSOR, an undertaking of any outstanding amounts (dues) he has in the past, present and future from any individual, financial institution etc. LESSEE is also liable to produce details of all his Movable and immovable property apart from his security deposit and bank guarantee at the time of signing this SHORT TERM. LESSEE shall give a certificate of disclosure i.e, history of his criminal record (a clearance of criminal record certificate from police) if any.

d) In the event the LESSEE desires to carry out any repairs/renovation/additions, if permissible in law, shall be done at his own costs with prior written permission of MTDC and no reimbursement or adjustment in lease rent shall be permitted towards the costs incurred by the LESSEE.
7. THE LESSEE hereby agrees to observe and perform the following that is to say

(d) That THE LESSEE shall pay to THE LESSOR lease fees/compensation at the rates and in the manner specified below plus service tax and all other taxes at the rates prescribed by the government from time to time and after deducting TDS. Lessee shall produce TDS certificate to MTDC Regional Office.________

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Total Amount Payable for 10 Years is __________
(In Words : __________________________)
i) The above referred Lease fees/Compensation shall be paid in advance without any deduction by monthly instalment. If Lessee pays rent by cheque and the said cheque is dishonoured then the lessee shall be liable to pay Rs.500/- per cheque towards bank charges and the Lessee shall submit fresh cheque within 10 days along with fine of Rs.500/- as aforesaid and where the cheques issued by the Lessee are dishonoured for more than 3 times cumulatively during the lease period, the lessee shall be liable for automatic termination after the 3rd dishonoured and legal action shall be initiated. The first of such payment will be made on execution of this Agreement and all subsequent payments will be made on or before the 5th day of the month in which the same falls due. THE LESSEE shall make the payments by Cash/D.D/RTGS to the __________________________________________. If THE LESSEE fail or neglect to pay to THE LESSOR compensation at the rates and in the manner specified above, then they/he shall, in addition to the amount so due and payable by them to THE LESSOR pay simple interest thereon at the rate of 18% per annum from the date of default in payment of compensation or delay in payment of interest continues for one month OR more than 30 days from the due date of payment THE LESSOR shall be entitled to recover the same dues from security deposit paid and will have right to terminate this agreement without any notice and to evict THE LESSEE from the said Resort. In such situation Lessee shall handover peaceful possession to the Lessor.

iii) THE LESSEE shall provide an irrevocable Bank Guarantee of the amount equal to the twelve months Lease fee payable to MTDC from any Nationalised Bank/Scheduled Bank guaranteeing the payment payable by THE LESSEE to THE LESSOR, as an average of total agreement period which is liable to be encashment by the MTDC upon non-adherence and/or non-performance of the terms and conditions of this agreement.

(c) THE LESSEE shall display the name of THE LESSOR and also its Logo on all boards, hoardings and advertisements on the premises of the said Tent Resort showing THE LESSOR as the Owners and THE LESSEE as running and managing the Tent Resort. Any default in this matter for a period of more than 6 months cumulatively during the lease period. The lease shall be liable for automatic cancellation.
That THE LESSEE shall at their cost keep the said Tent Resort clean and in best standard hygienic condition and for that purpose take all necessary steps and precautions in that behalf and follow the guidelines as may be in force from time to time and comply with all statutory provisions, rules, regulations and bye-laws of the local and other authority in respect of sanitary arrangements hygiene, health or cleanliness and shall indemnify THE LESSOR against all costs, claims, liabilities, fines or other expenses whatsoever which may fall upon THE LESSOR by reason of non-compliance and non-observance by THE LESSEE therewith. Further THE LESSEE shall provide adequate pest control service at his own cost during the lease period to the satisfaction of THE LESSOR to ensure hygienic condition of the Tent Resort.

THE LESSEE shall install adequate fire extinguishers in the Tent Resort and shall be responsible for checking and servicing them from time to time and LESSEE shall adhere strictly and rigidly to any security or safety regulations prescribed by a local or other authority.

THE LESSEE shall during the terms of this agreement, insure and keep insured the said Tent Resort in the such sum as would be decided/approved by THE LESSOR in the name of THE LESSOR against any damage to the said Tent Resort caused by fire, explosion, riot, civil commotion, strikes lockouts, workers/labour disturbances, storm, tempest, flood, earthquake or any Act of God with an Insurance Company to be approved by THE LESSOR and will produce to THE LESSOR, the policy or policies of insurance and receipts for the payment of last premium. In case of any damage to the Tent Resort, THE LESSEE shall carry out the repairs to the said Tent Resort at its own expenses. It is the responsibility of the LESSEE to seek reimbursement of the expenditure from the afore-said insurance cover and incur the expenditure over and above the insurance amount granted.

THE LESSEE shall make adequate and satisfactory arrangements for the removal of waste or garbage, and follow the guidelines that may be prescribed from time to time.

THE LESSEE shall at their cost provide suitable and sufficient staff for all the purpose of running the Tent Resort such staff shall wear the uniform daily approved by THE LESSOR and shall be clean, civil and sober at all times and at least when on duty. Any member of LESSEE staff whose conduct while on duty is in the opinion of LESSOR detrimental to the interests of LESSOR, THE LESSEE shall, at the request of THE LESSOR take appropriate action in the matter.
(i) THE LESSEE shall forthwith on the expiry or termination of this agreement, without demur, quit, vacate and hand over vacant and peaceful possession of the said Tent Resort to THE LESSOR in the same condition in which they were at the time of commencement of this agreement with the exception of normal wear and tear. In case the LESSEE has installed or added any additions/alterations to the subject property which are of permanent nature with prior permission of MTDC, the same shall not be removed and/or damaged by the LESSEE whilst handing over possession of the property.

(j) THE LESSEE shall not, except with the prior permission in writing of THE LESSOR, make any additions or alterations to the premises of the said Tent Resort including electric installations and fittings. All additions or alterations so made or carried out by THE LESSEE with such permission shall, on termination of this Agreement, become the property of THE LESSOR and THE LESSEE shall neither have any right, title or interest therein nor shall they be entitled to claim from THE LESSOR any costs, charges or compensation in respect thereof. Provided that THE LESSOR, shall be at liberty to call upon THE LESSEE to remove at their costs and consequences all additions and alterations made by them and restore the premises of the said Tent Resort to their original conditions.

(k) THE LESSEE shall bear and pay all the taxes and outgoing of whatsoever nature, and description including municipal taxes, property taxes, N.A. Tax, Sales-tax, water charges, entertainment tax, electricity charges, sanitary charges, education fees, lease fees, expenses for gas consumption and other charges, taxes and fees that may be levied by the local authority, Government or any other Corporation during the period of this Agreement and which are required to be paid for the continuous and efficient running of the said Tent Resort. There shall be no malpractices regarding tax / cess whatsoever payable.

(l) THE LESSEE shall, in the event of failure of electricity and/or non-supply of water, make alternate arrangement at their cost therefore and THE LESSOR shall not be liable to compensate THE LESSEE for loss of their business due to failure of electricity and/or non-supply of water.

(m) THE LESSEE shall use the said Tent Resort only for the purpose as mentioned in this Agreement and for no other purposes whatsoever, nor shall they allow them to be used or utilized by any person or persons other than THE LESSEE or their
servants. Provided that THE LESSOR shall have the right to use the said Tent Resort only for short duration for purposes of holding conferences, meetings, functions at mutually agreeable charges and that too only after giving to THE LESSEE sufficient advance notice in writing of LESSOR’s intention of such temporary use. Such use shall not exceed 15 days in any one year.

(n) Subject to the provisions of sub-clause (j) hereof, THE LESSEE shall be entitled to use the, existing gas, electricity and water connections in the premises of said Tent Resort. However, separate electricity meter, water supply meter will be installed at SHORT TERM premises and the bills will be paid by THE LESSEE as per actual. Also no generator set will be provided and arrangement for this has to be made by THE LESSEE.

(o) THE LESSEE shall be entitled to make use of the telephone facility at the said Tent Resort and THE LESSEE shall be liable to pay all the bills for rental charges and call charges that may be issued by the telephone authorities from time to time.

(p) THE LESSEE shall, on or before 5th of each and every month during the subsistence of this agreement, pay to THE LESSOR the fees in respect of all leases or permissions which are due and payable from time to time and shall also cause to be renewed all the leases and permissions during the subsistence of this agreement. Such fees shall be paid/deposited with the Regional Manager, Regional Office.

(q) THE LESSEE shall sell and serve in the said Tent Resort and by way of room service at all times fresh, wholesome, clean, hygienic and good quality food, drinks and beverages. A duly authorised representative of THE LESSOR in this behalf shall without prior notice have the authority to inspect and taste such eatables or drinks and if on such examination, it is proved to his satisfaction that any article, provision or beverage is unhygienic, unwholesome or below standard, such representative of THE LESSOR shall have authority to forthwith stop and discontinue the sale and service thereof and to order its destruction and also to destroy the same at the cost of THE LESSEE, without prejudice to the right of THE LESSOR to levy such fine as it may in its absolute discretion think fit and THE LESSEE shall, without demur, pay to THE LESSOR fine so imposed.

(r) THE LESSEE may, with the previous permission in writing of THE LESSOR, sell provisions like soaps, hair oils, shampoos, shaving blades, tooth pastes, brushes and medicines like Iodine, Pain Balm and such other provisions as may be required by a tourist at place in the said Tent Resort as may be specified in the said permission. The Lessee shall keep a First Aid Kit available at all times.
(s) THE LESSEE shall not bring, store, stock, keep or cook in the Tent Resort beef or bacon or anything which may injure or hurt religious feelings of any community.

(t) THE LESSEE shall not bring, store, stock, keep, or sell any illicit or contraband articles or goods in the said Tent Resort or in the vicinity thereof.

(u) THE LESSEE shall, at their own cost, make arrangements for the furnishing utensils, cutlery, crockery, linen, plants, machinery, equipments, furniture etc., of good standard for the said Tent Resort. In case THE LESSOR supplies any or all of the aforesaid items, then they will be absolute property of LESSOR during the subsistence of this agreement. Items so supplied by THE LESSOR shall be used by THE LESSEE with due care and caution and the damage or loss, if any, of such items shall be made good by THE LESSEE to THE LESSOR. On the expiry or the termination of this agreement, THE LESSEE shall return to THE LESSOR, such items in the same condition in which they were at the time of delivery. A list of Articles/furniture supplied to THE LESSEE shall be furnished by THE LESSOR duly signed by representatives of both the parties to the agreement, at the time of taking possession.

(v) In the event of the expiry at termination of this agreement, THE LESSEE shall either be entitled to remove or take away at their own cost, charges and expenses, all such movables brought by them in the said Tent Resort and as are capable of being removed or taken away without causing any damage howsoever to the said Tent Resort or any part thereof or shall also have the option to leave behind the same or any of them on payment by THE LESSOR to them of such compensation of consideration as may be mutually agreed upon between the parties hereto.

(w) THE LESSEE shall keep the Restaurant open on each and every day as permissible by local Authority or rules applicable.

(x) THE LESSEE should provide room service to the tourists staying in the Tent Resorts.

(y) THE LESSEE shall get the tariff duly approved by THE LESSOR and they shall sell food, drinks and provisions and render services only at the reasonable rates as intimated to THE LESSOR. The rates/tariff so fixed shall be displayed by THE LESSEE at a conspicuous place in the said Tent Resort. THE LESSEE shall communicate the yearly sales turnover of the Tent Resort to THE LESSOR by end of April.
(z) THE LESSEE shall white wash walls, gate together with all facilities enjoyed in respect of the Tent Resort premises once in every year and shall keep in and maintain the furniture whether, belonging to THE LESSOR or brought to by LESSEE in good condition.

(bb) THE LESSEE shall be fair in dealings and courteous in behaviour with the customers.

(cc) THE LESSEE shall employ in the said Tent Resort their own employees to run the said Tent Resort and they shall be liable to pay the salaries, leave wages, bonus, gratuity, retirement benefits and all other required benefits and legal dues payable to them. THE LESSEE shall also comply with each and every provisions of law applicable to their employees, including obtaining of leases under the provisions of Contract Labour (Regulations Abolition) Act, 1970 and rules made there under, payment of minimum rates of wages, subscription to provident fund, benefits under Employees State Insurance Scheme, Workmen’s Compensation Act, and similar labour legislation in force from time to time. THE LESSOR shall in no way be liable to pay any dues or claims payable in this behalf to the said employees nor will those employees shall have any claim of employment in the Organisation of THE LESSOR while delivering and handing over the said Tent Resort to THE LESSOR, expiry of this agreement or on its earlier termination. THE LESSEE shall indemnify and keep indemnified and save harmless THE LESSOR against all costs, charges and expenses of whatsoever nature which may be incurred by THE LESSOR in this behalf. Standard prescribed and shown in the Annexure to this agreement is desirable.

(dd) THE LESSEE shall at their own cost provided/replace, all electric bulbs and tubes required for, the use of the electric installation provided in the said Tent Resort and replace such of the bulbs and tubes as may fail, fuse or be broken and keep electric installation in a clean safe and secure condition by properly dusting the fan, fittings, etc.

(ee) THE LESSEE shall at all times keep a complaint and suggestion book at a conspicuous place in the said Resort premises, wherein the customers may record their complaints and suggestions and the book so kept and maintained shall be open for inspection by the inspecting officers of THE LICENSOR. Also, the Lessee shall display the following notice at a conspicuous place in the Restaurant/Resort minimum size of 3 x 4 ft for the information of the tourist. “Tourist’s are requested to convey their feedback/complaints along with
photos if any, whether favourable or adverse on any of the following:

a) Facebook:  https://www.facebook.com/MaharashtraTourismDevelopmentCorporationLtd

b) Twitter:  https://twitter.com/mtdc_official

c) Instagram:  https://www.instagram.com/mtdc_official

d) Whatsapp no: Regional Manager contact no”

The extracts of the complaints/suggestions book shall be forwarded by LESSEE to the__________________________________________________ every month.

THE LESSEE shall take all necessary remedial follow up steps to avoid recurring of such incidents and inform THE LESSOR about the steps taken.

(ff) THE LESSEE shall abide by and observe each and every laws, rules and regulations of the Police, Municipal, Local Bodies and other Statutory Authorities in respect of the working of the said Tent Resort and Restaurant therein.

(gg) THE LESSEE shall not keep or store upon and in the vicinity of the premises of the said Tent Resort any articles of combustible, inflammable, obnoxious or, dangerous nature. If any damage or destruction is caused to the Tent Resort or part thereof on account of breach of this condition by THE LESSEE, they alone shall be responsible for the same and shall fully reimburse THE LESSOR for the loss suffered by THE LESSOR on this account.

(hh) THE LESSEE shall not do or permit to be done upon the premises of the said Tent Resort anything which may cause a nuisance or annoyance or in any way interference with comfort, peace or privacy of the inmates of the properties in the vicinity of the said Tent Resort.

(ii) That the Lease is hereby given to THE LESSEE only. THE LESSEE shall not directly or indirectly transfer, assign, encumber or part with their/his interest under the benefit of this agreement or any part thereof, in any manner whatsoever.

(jj) In the event of LESSEE failing to vacate itself with its belongings and employees from the said Tent Resort on expiry or determination of this agreement THE LESSEE shall pay to THE LESSOR without demure as by way of compensation not being in the nature of penalty an amount of Rs.3,000/- being the amount of loss estimated by THE LESSEE that will be suffered by THE LESSOR for every day of default committed by THE LESSEE.
RIGHTS AND LIABILITIES OF LESSOR

8. THE LESSOR shall have the following rights and powers, that is to say:

(a) The right of THE LESSOR and its officers at all reasonable times to enter upon the premises of the said Tent Resort to view its state, inspect and for all other reasonable purposes. If on inspection it is observed that THE LESSEE has committed breach of any of the terms, conditions or covenants of the Lease, THE LESSOR shall give notice to THE LESSEE to take such steps as THE LESSOR may deem fit in order to remedy the breach.

(e) In case THE LESSEE shall fail to observe any of the terms, conditions or stipulations on their part herein contained or any directions given hereunder at any time to enter upon and resume possession of the said Tent Resort and everything thereon and thereupon, this agreement shall automatically cease and terminate without prejudice to all legal rights and remedies of THE LESSOR and thereupon the deposit amount shall stand forfeited. It is also expressly agreed between THE LESSOR and THE LESSEE that for taking over and resuming possession of the said Tent Resort THE LESSOR can take over and resume possession of the said Tent Resort without having to commence any proceedings for the same and THE LESSEE shall not object to or pursuant thereto. It is further also expressly agreed between THE LESSOR and THE LESSEE that the re-possession of the said Tent Resort as aforesaid shall be deemed to be a due surrender of the same by THE LESSEE in favour of THE LESSOR.

(f) LESSOR reserves the rights to change or cancel the agreement terms and its sole discretion with due notification to LESSEE via position. And such modifications as may be possibly be made from time to time shall be binding on all previous, existing, pending and outstanding rentals. Copies of updated terms of rental will be given upon written request.

9. THE LESSOR shall be entitled to enforce and realise the said Deed of Guarantee for the sum guaranteed therein at the sole discretion of THE LESSEE in favour of THE LESSOR and appropriate the amount so released in or towards the satisfaction of any sum due under this Agreement and for any claims or demands whatever (whether liquidated or not), which may at any time be made or have been made on behalf of THE LESSOR from or against THE LESSEE under this Agreement and the surplus if any will be handed over to THE LESSEE on their obtaining a fresh Bank Guarantee or against handing over vacant possession of the Tent Resort as the case may be.

10. This agreement is purely a lease and does not create any right or interest in THE LESSEE as a tenant.

11. The singular shall include plural and plural shall include singular.
12. Any power to be exercised by THE LESSOR shall be exercised by the Managing Director or, any authorised officer of THE LESSOR.

13. In case of failure to pay any amount on due date, THE LESSEE shall pay compound interest on the outstanding dues at the rate of 18% per annum from the date of default till payment subject to clause 6(a)(i) or (ii).

14. The Lease is given to _______________ (company name). No change in the constitution of the firm/proprietary concern will be made. It is clearly understood that the Lease is not assignable to other person, individual or entity in whatever name.

15. In the event of death of the sole proprietor/working partners of THE LESSEE, the Lease hereby given will be transferred to his/her legal heirs. (As per procedure followed by law).

16. If any incident/accident takes place in the Tent Resort, THE LESSEE shall forthwith report the same to the Regional Manager, Regional Office, ___________ of THE LESSOR at ____________.

NOTICES

17. All notices, consents and approvals to be given or any action to be taken under this Agreement, shall be given or taken by the Managing Director or any other Officer authorised by THE LESSOR and any notice to be given to THE LESSEE shall be considered as duly served, if the same shall have been addressed to THE LESSEE and delivered to left at or posted to the usual or last known place of residence or business either, in Mumbai or elsewhere of the person served or on the said Tent Resort or if the same shall have been affixed to any building or erection whether temporary or otherwise upon the said Tent Resort. Likewise notice meant for LESSOR shall be addressed to and delivered or sends by Registered Post A.D. to THE LESSOR’s address at C.D.O. Hutments, Opp. L.I.C. (Yogakshema) Building, Madame Cama Road, and Mumbai-400 020.

ARBITRATION AND CONCILIATION

18. If any dispute or difference shall arise between THE LESSOR and THE LESSEE as to their respective rights, duties, obligations under this agreement or touching any other matter or thing connected with this agreement such dispute or difference shall be
determined by mutually agreeable arbitrator/s from panel of arbitrators, finalized by MTDC.

19. Without prejudice to any other rights and remedies of THE LESSOR, any sum or sums due and payable hereunder by THE LESSEE to THE LESSOR (including arrears of compensation) shall be recoverable as land arrears of land revenue under the provisions of the Maharashtra Land Revenue Code, 1966, and any amendments thereof.

TERMINATION/ CANCELLATION

20. In case THE LESSEE desires to quit/terminate/cancel the lease during the validity period of lease THE LESSEE shall pay compensation amount equivalent to three months instalments applicable during the relevant year to THE LESSOR. In case of failure to pay such amount the same shall be recovered from the Bank Guarantee/Security Deposit.

21. THE LESSEE shall bear and pay the costs of the preparations and completion of this agreement in duplicate, including stamp duty, Registration fees, and payable thereon. Each party shall bear and pay their respective Advocates and Solicitors costs.

22. The Courts in Mumbai alone shall have jurisdiction to entertain, try and decide any suit or proceedings in respect of any dispute or difference arising out of this Agreement.

28. If THE LESSEE shall comply with all the terms and hereof and hands over the vacant and peaceful possession of the said Tent Resort THE LESSOR shall, after deducting from the deposit any amount that may be payable by THE LESSEE to THE LESSOR hereunder, pay the balance amount to THE LESSEE.

NOTIFICATION OF REPAIRS AND MAINTENANCE

29. LESSEE shall notify Rental Agent immediately upon knowledge of any maintenance or repairs needed for the premises.

NO ASSIGNMENT OR SUB-SHORT TERM

30. LESSEE may not assign the SHORT TERM or sub-SHORT TERM or sub lease all or any part of the Premises without obtaining the LESSORS prior written approval and consent. Any attempt by LESSEE in violation of this paragraph shall be null and void and shall confer no rights upon any attempted assignee or sub-LESSEE.

RISK OF LOSS AND INSSURANCE

31. LESSEE shall be responsible for any and all loss, damage, or injury caused by its own negligence or wilful conduct. LESSEES liability insurance (whether homeowners or
otherwise) shall be primary in the event of any loss or damage to property or persons occurring at or about the Premises during the Term of this SHORT TERM.

PERSONAL PROPERTY

32. BY SIGNING THIS SHORT TERM, LESSEE AGREES THAT LESSEE AGREES THAT LESSEE SHALL BE AND IS SOLELY LIABLE FOR ANY AND ALL LOSS, DAMAGE, DESTRUCTION, OR THEFT OF LESSEES PERSONAL PROPERTY DURING THE TERM OF THIS SHORT TERM, AND LESSEE SHALL HOLD THE OWNER HAEMLESS FROM ALL LOSS, DAMAGE OR LIABILITY FOR SUCH PERSONAL PROPERTY, FURTHER, LESSEE AGREES THAT UPON SURRENDER OR ABANDONMENT OF THE PREMISES, THE LESSOR / OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR ANY PERSONAL PROPERTY. ALL SUCH PERSONAL PROPERTY MAY BE DISPOSED OF ANY MANNER LESSOR DEEMS APPROPRIATE, AND REASONABLE CHARGEFEES FOR REMOVAL AND DISPOSAL SHALL BE PAID BY THE LESSEE.

BINDING AGREEMENT

33. This SHORT TERM lease agreement shall be jointly and severally binding upon the LESSEE and all persons, family members guests, invitees and other persons on or about the Premises with the permission of LESSEE regardless of whether or not such person has signed this SHORT TERM or not. Whenever used the singular number shall include the plural or singular and the use of any gender shall include all appropriate genders.

MISCELLANEOUS

Time is of the essence in all of LESSEES performances due under this SHORT TERM Lease Agreement. All questions concerning the meaning, execution, construction, effect, validity and enforcement of the SHORT TERM lease agreement shall be determined pursuant to the laws of India.

28. There shall be no Waiver of any of the terms and conditions of this agreement unless and until the same is specifically in writing.
SCHEDULE INVENTORY

LIST OF IMMOVABLE PROPERTY AND DETAILS

LOCATION:

NAME OF PROPERTY:
Land - _______ Hector ṭ Admeasuring _______ Sq.m out of which _______ Sq.m (As per Annexure_________________) land area is used for constructions which has been leased out.
Survey No. ______
Taluka: _______, District: _______
Owner: Maharashtra Tourism Development Corporation

__________________________ comprises of following units.

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IN WITNESS WHEREOF the Common Seal of the parties have caused their seals affixed hereeto and to the duplicate hereof the common seal of THE LESSOR is hereunto affixed and LESSEE, have set and subscribed their respective hands and seals on the day and year hereinabove written.

Signed for and on behalf of

MAHARASHTRA TOURISM DEVELOPMENT CORPORATION
LESSOR

Name:
Designation:

Signed for and on behalf of

LESSEE

Name:
Designation:
For

In the presence of witness:
IX. FORMAT FOR BANK GUARANTEE

(To be stamped as an agreement in accordance with the Stamp Act in force)

To
Maharashtra Tourism Development
Corporation Ltd.,
C.D.O. Hutments,
Opp. L.I.C. (Yogaksheme) Building,
Madam Cama Road,
Mumbai- 400020.

GUARANTEE NO:
AMOUNT OF GUARANTEE:
GUARANTEE COVER FROM:
LAST DATE FOR LODGING
THE CLAIM:

THIS DEED OF GUARANTEE is made on this ____________ day
Of ____________ between the __________________________ (bank name with branch and
detail address ) (hereinafter called "the Bank") of the one part, and Maharashtra Tourism
Development Corporation Ltd., C.D.O. Hutments, Opp. L.I.C. (Yogakshema) Building, Madae
Cama Road, Mumbai-400 020. (hereinafter called "the Corporation") of the other part;

WHEREAS ________________________ (hereinafter referred to as "the
Lessee") has approached the Corporation for managing /running its Tent Resort and Restaurant
at____________________ in accordance with the tender noé é é é é é é é dté é .. granted/
awarded to the LESSEE. And there after SHORT LEASE AGREEMENT made between
the Corporation and the lessee.

WHEREAS to safeguard the interest of the Corporation against any claim that may arise against
the above SHORT TERM agreement between the Corporation and the LESSEE, the Bank at the
request of the LESSEE has agreed to issue this Bank Guarantee on behalf of the LESSEE.
NOW THIS DEED WITNESSES as follows:

1. In consideration of the SHORT TERM AGREEMENT made between the Corporation and the lessee, the Bank as also its successors and assigns, do hereby bind itself unconditionally and irrevocably that in the event of any default or failure on the part of the LESSEE to observe all or any of the conditions of the SHORT TERM agreement the Bank shall on first demand by the Corporation without protest, demur, or proof and without reference to the LESSEE and irrespective of and notwithstanding any contestation by the LESSEE or the existence of any dispute, whatsoever between the Corporation and the LESSEE pay forthwith to the Corporation or its successors and assigns any sum up to Rs. _________ (in words ____________________________________________ ) that the Corporation demands.

2. The Bank further agrees that this guarantee shall constitute an independent and autonomous contract between the Bank and the Corporation and shall not in any way be affected by any dispute or difference between you and the Corporation or the LESSEE.

3. Finally, the Bank confirms that a mere letter from the Corporation under the signature of its Authorized Signatory that there has been a default/failure on the part of the LESSEE as above, shall without any other or further proof be final, conclusive and binding on the Bank.

4. Notwithstanding anything contained herein above the Bank’s liability under the bank guarantee shall not exceed Rs. _______. (in words ____________________________________________ )

This Bank Guarantee shall remain in force up to ____________ and all claims hereunder should be received by the Bank within 90 (Ninety) days after said date i.e. on or before _________ and unless such claim is received in writing on or before the said day i.e. ________, all the rights of the Federation under this guarantee shall be forfeited.

Yours faithfully,

For (Bank Name)  
SEAL

Authorised Signatories