WAY SIDE AMENITIES POLICY

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1. NEED FOR WAY SIDE AMENITIES: Madhya Pradesh is a land locked state with it's boundaries touching those of Maharastra, Gujrat, Rajasthan, Uttar Pradesh and Chhattisgarh. The main highways of the country running from east to west and from north to south run across the state due to its geographical position. Therefore, inter-state and inland traffic relying mainly on roads passes through here. Within Madhya Pradesh too, due to the large area of land one has to travel long distances by roads. There is a large network of highways and rural roads in state whereby large number of tourists, businessmen and other travellers commute. Countries with developed tourism sector have networks of wayside amenities where availability of clean toilets, food & beverage, essential personal commodities and provision for refuelling is ensured. In state of Madhya Pradesh there is no standard and efficiently managed infrastructure available presently for the travellers. Considering this fact, it is essential to establish standard Way Side Amenities in a planned way by making a policy for it, so that the travellers may get essential facilities at every 40-50 kms distance. Ministry of Tourism, Government of India too have provided for establishing Way Side Amenities (hereinafter mentioned as "WSA") in many of their schemes and have also provided for financial assistance to states from time to time. Establishment of facilities for travellers such as food and beverage with clean toilets, resting place, telephone and internet, commodity-store, first aid, parking etc. on the routes connecting tourist centers will promote tourism and will provide employment to local people

2. STRATEGY: 2.1 2.2 Keeping in view the vast Road network & travellers convenience Madhya Pradesh Tourism Development Corporation shall develop & promote Way Side Amenities in the State. Potential places and ready Brownfield Way Side Amenities shall be widely published to encourage private investment. Branding of such Way Side Amenities shall be done by M.P. State Tourism Development Corporation using its Logo and specific design. 12 2.3 3. Way Side Amenities shall be developed through the following three models - Brown Field Model- Way Side Amenity will be built under budget received under different schemes of Government of India and State Government. These will be then leased out to private sector for operation. Green Field Model- Way Side Amenity on government land available with the tourism department shall be built and operated by private investors. Franchisee Model- Establishment/up gradation/development and operation of such WSAs on National/State highways/other major roads and at tourists centres. GUIDELINES FOR ESTABLISHMENT AND MANAGEMENT OF WAY SIDE AMENITIES UNDER DIFFERENT MODELS:- 3.1 3.1.1 3.1.2 3.1.3 3.1.4 3.1.5 Brown field Model- The Corporation shall, at the identified places, establish Way Side Amenities with facilities enumerated by Ministry of Tourism, Government of India according to guidelines issued by them. The State Government

shall made the land avaible to Tourism department for this purpose. It will be an essential requirement to construct car/tourist coach/ bus parking/ food plaza/restaurant, gents and ladies toilets and wash room, changing room and provide for 24x7 water and electricity services. Constructed Way Side Amenities shall be given to private investors through transparent tendering process. On demand from any Central/State Govt. Department/Undertaking/ Corporation /Board, such WSAs shall be transferred to them by Department of Tourism. Constructed Way Side Amenities shall be given on 30 years lease along with 2 hectare appurtenant land. If the lessee, on successful operation of 30 years, requests to extend the lease, lease may be extended for further 30 years. On an increased lease rent 6 times of the prevailing lease rent. During the above lease period of 60 years, Way Side Amenities may be taken back by the Government of M.P. if needed. 13 1 3.1.6 3.1.7 3.1.8 3.1.9 The minimum upset price of the tender shall be Rs. 10.00 lakhs (rupees ten lakhs). The highest price received by tender shall be premium of land and 1% (one percent) of the premium amount shall be the annual lease rent payable every year. The notice inviting tender shall be published in one national and two state news papers and shall also be uploaded on the website of Corporation. The Corporation shall ensure that prior to issuing of notice inviting tenders, the unit and the appurtenant land is measured and ear marked properly, boundaries are ascertained, electricity & water supply, place for parking and approach road is made available. If any extra land, excluding the area for parking and way for travellers, is available, the bidder shall be eligible to develop infrastructure for following activities:- INFRASTRUCTURES FOR WHICH ONLY INTIMATION SHALL BE SUFFICIENT:- (iv) (vi i i) (ix) (x) (xi) Children play area Telephone/lnternet kiosk Souvenir/Handicraft shop Baby/Handicapped persons care room/facilities Fast food outlets/lce-cream parlour Mini provision(General) store Vehicle repair centre/Car washing facility Travel Desk Flower shop/Books-News paper outlet Live-Art/Handicraft display Other relevant activities as are decided by Managing Director, Madhya Pradesh State Tourism Development Corporation. B. INFRASTRUCTURES FOR WHICH PRIOR PERMISSION SHALL BE ESSENTIAL BEFORE THE CONSTRUCTION: Petrol Pump (iv) Marriage Garden Residential rooms BankATM Other relevant infrastructures as are decided by Managing Director, Madhya Pradesh Tourism Development Corporation. 3.1.10 Prior permission and approval of construction plan by Managing Director of the Corporation shall be mandatory for infrastructure to be constructed for activities mentioned in aforesaid clause 3.1.9(B). 3.1.11 The additional infrastructure so constructed, if handed-over to some other person /unit to run/manage, such handing-over shall stand terminated on expiry of lease period. 3.1.12 On the expiry date of lease all the infrastructures shall suo-moto come into control of Tourism Department, Government of Madhya Pradesh continuing its exclusive ownership. No compensation shall be payable for it. 3.1.13 Sale of all the material containing tobacco, such as all kinds of Pan-masala, Gutkha, Pan, Cigarettes & Bidi etc and all kinds of explosive and crackers etc shall be completely prohibited at WSA. 3.1.14 After allotment & registration if any Way Side Amenities is totally detached from the main highway due to change in alignment, construction of over bridge or totally destroyed due to natural calamity such as earth quake, flood, land slide, tsunami, cyclonic storm, heavy rains, thunderstorm, lightening, storm etc. The lease may be cancelled with mutual consent. In such a case the premium amount deposited by the Lessee shall be refunded after deduction @ 10% per year computing from the date of execution of lease deed. Performance security shall be fully refunded without any interest. 3.1.15 Existing Way Side Amenities (Brownfield model) after allotment, execution of lease deed and successful operation of property for at least 3 (Three) years, the lessee may transfer the property to any other person/organization/legal entity & whose net worth is more than Rs. 50.00 lakh or annual turnover more than Rs. 1•.00 crore in the preceding financial year. The Lessee shall have to deposit an amount equal to 10% of the premium amount in 1 16 3.2. lieu of such transfer. In such a case the new Lessee shall have to submit an affidavit that he will keep continue the operation of Way Side Amenities in coming years. Thereafter, the name of new Lessee shall be incorporated in the lease deed and all terms & conditions of the lease shall be applicable on new Lessee. Before transfer of the property lease rent or any other amount is payable is due, the existing lessee shall have to clear all such dues with a simple interest @ 10% per year. GREEN FIELD MODEL: 3.2.1 3.2.2 3.2.3 3.2.4 3.2.5 3.2.6 3.2.7 For Way Side Amenities, State Government will transfer the land to Department of Tourism and Department shall provide these lands to private investors through a transparent bidding process. Constructed Way Side Amenities shall be given on 30 years lease along with 2 hectare appurtenant land. Ifthe lessee, on successful operation of 30 years, requests to extend the lease, lease may be extended for further 30 years. On an increased lease rent 6

times of the prevailing lease rent. During the above lease period of 60 years, Way Side Amenities may be taken back by the Govt. of M.P. if needed. A maximum of two hectares of land shall be fixed for WSA with minimum upset price of Rs. 5.00 lakhs (rupees five lakhs). The highest price received through tender above the upset price shall be the premium of land and 1% (one percent) of this premium amount shall be the annual lease rent payable. The notice inviting tender shall be published in one national and two state news papers and will also be uploaded on Website of the Corporation. The Corporation shall ensure that prior to inviting tender for WSAs, the land is properly measured, ear marked and boundaries are ascertained. It shall be essential to provide for car/tourist coach/bus parking, food plaza/restaurant, ladies and gents toilets, wash-room, changing-room, first aid facility and 24 x 7 electricity and water services at WSA and construction plan for these will need to be approved prior to construction. Other facilities at WSA may also be constructed, subject to the instructions mentioned in clauses 3.1.9 to 3.1.13. 3.2.8 3.2.9 The successful bidder shall build and operate WSA within one year from the date of possession of the land. If despite effective initiatives the type of construction requires an extension, it will be considered upto a period of maximum 6 months. Only two such extentions will be permissible. The land for construction of WSA shall be made available on "AS IS, WHERE IS" basis and it will be the duty of successful bidder to obtain all the necessary permissions/registration /licenses etc. and to comply with and abide by all prevailing laws, rules, orders, instructions & guidelines of Government. 3.3 3.2.10 Existing Way Side Amenities (Greenfield model) after allotment, execution of lease deed and successful operation of property for at least 3 (Three) years, the lessee may transfer the property to any other person/organization/legal entity & whose net worth is more than Rs. 50.00 lakh or annual turnover more than Rs. 1.00 crore in the preceding financial year. The Lessee shall have a deposit an amount equal to 10% of the premium amount in lieu of such transfer. In such a case the new Lessee shall have to submit an affidavit that he will keep continue the operation of Way Side Amenity in coming years. Thereafter, the name of new Lessee shall be incorporated in the lease deed and all terms & conditions of the lease shall be applicable on new Lessee. Before transfer of the property lease rent or any other amount is payable, the existing lessee shall have to clear all such dues with a simple interest @ 10% per year. THE FRANCHISEE MODEL: 3.3.1 3.3.2 3.3.3 Any tourist facilitation centre already operational/ under construction or proposed on National/State highways/other major roads by a private investor shall be tagged as Way Side Amenity and be permitted by M.P. State Tourism Development Corporation to operate it on franchise modal. It is essential that such franchisee facilities are run/are proposed to be run out side Municipal boundaries of any town/city. It shall be mandatoryto get a franchisee license that construction and management of travellers facilities is carried out as per the standard norms fixed by M.P. Tourism Development Corporation. The Corporation shall make "LOGO", "BRANDING" and other quality standards conditions available to franchisee. 17 1 18 3.3.4 3.3.5 3.3.6 3.3.7 3.3.8 3.3.9 M.P. Tourism Development Corporation shall from time to time advertise for inviting franchisee applications. If found suitable on prescribed norms,for registration as franchise Rs. 1.00 lakh non-refundable franchise fees shall be charged. In addition to the franchise fee an amount of Rs. 25,000/- shall be payable as renewal fee every year. Normally the franchise shall be given to the identified unit on the basis of suitability and fulfilment of prescribed norms. Activities prohibited for brown field and green field models shall be strictly prohibited for franchisee unit too. Management/operation of franchisee units shall be inspected once in every six months period by the Corporation or by an agency appointed by them and the inspection report shall be submitted to the Managing Director of the Corporation. On any default in operation of the unit as per norms, M.P. State Tourism Development Corporation shall give one month notice to the operator to rectify the cause of default. If the operator is found 3 times committing of default the registration of franchise will be terminated and franchise fee shall be forfeited

4. Setting up of Way Side Amenities on National/State highway/other roads with the Association of Oil companies.4.1 4.2 4.3 The lessee may be permitted to sub-lease to Oil Companies, the additional land available with the allotted Way Side Amenity for establishment of Petrol Pump. Terms & conditions shall be determined by the Oil Company, Managing Director, M.P. Tourism Board. The validity of the sub lease shall be effective till the validity of the original lease deed registered for Way Side Amenity. In case the original lease deed of Way Side Amenity is terminated prior to its duration the sub lease shall automatically deemed to be cancelled. If the Oil Company prefers to run the Way Side Amenity on the same terms and conditions of the lease deed, the Way Side Amenity may be transferred to them. Any Oil

Company may participate in bidding process of Brownfield Way Side Amenity for setting up of a Petrol Pump provided that they themselves operate it. 4.4 4.5 4.6 1

2. Tenders can be floated exclusively for Oil Companies for establishment of Petrol pumps along with Way Side Amenities on the lands identified for Greenfield Way Side Amenities. If Oil Companies/Petrol pump owners/firms/ companies willing to set up Way Side Amenity along with petrol pumps may be given franchise as per provisions of Policy. In such cases preference shall be given in allotment of franchise. Permission for setting up Petrol pump at Greenfield and Brownfield Way Side Amenities shall be given on following terms & conditions :- Only 10,000 sq.ft. land could be used for petrol pump. In case more land required for this purpose according to norms of oil company, Managing Director, M.P. Tourism Board may take decision to permit use of land more than feet after ascertaining the availability of land. While setting up Petrol pump it should be insured mandatorily that the rudimentary character of the Way Side Amenity is kept unchanged. No posters/flakes/ advertisement board etc. are deployed on the poles, trees etc

5. DUTIES AND POWERS OF MADHYA PRADESH STATE TOURISM DEVELOPMENT CORPORATION: 5.1 5.2 5.3 5.4 5.5 For the purpose of 'branding', the Corporation shall provide logo, advertisement material and design to the Franchisee holder. Such franchisee units shall be given marketing support by putting up hoardings/display boards on roads and by giving them a presence on adverstisement material developed by the corporation. They shall also be invited to marketing events. The Corporation shall display on approach road to the unit at 1000/500/100 meter distances the signage about the unit with the standard branding once. The maintenance of these information displays shall be the duty of that particular unit. The Corporation shall ensure that infrastructure is made and the unit is run as per the standards and norms fixed for it and the continuous breach shall call for an action according to lease agreement. The Corporation shall provide necessary help and guidance for 19 1 20 5.6 5.7 5.8 5.9 proper operation of unit and shall also provide skill development training, as and when required. The Corporation shall have the right to draft and decide necessary proformas for application, check-list, inspection- report, compliance report and other necessary proformas needed for construction, running, managing and granting franchisee for WSAs. Corporation shall also have the right to enforce these. The Corporation shall have the right and execute, lease, licence, tender, format, RFP and other documents as per provisions of this policy. The Corporation shall, as per provisions of policy, have the right to receive premium, lease rent, license fee, franchisee fee, registration fee and other amounts and deposit them in the account of the Corporation. The Corporation shall also have right to spend for development and management of WSAs and other local tourist facilities developed by the tourism department as per guidelines. The Corporation shall have right to such administrative powers as are deemed to be necessary under the provisions of policy for development, running, managing, maintenance and regularization by Managing Director of the corporation

6. DUTIES AND POWERS OF FRANCHISEE 6.1 6.2 6.3 6.4 6.5 The construction and running / managing of infrastructure shall be carried out as per standards and norms fixed by the Corporation and suggestions/guidance of the Corporation shall be followed. All the amounts payable to Corporation shall be paid on time fixed for it. All the permissions/registration/licenses shall be applied for & obtained for construction of infrastructure and carrying on the activities/business. There shall always be friendly and cordial behaviour with tourists and travellers and top priority shall be given to their safety. Arrangements for receiving complaints and immediately resolving them shall be made. Such arrangements shall be 6.6 6.7 6.8 6.9 prominently displayed at the unit. It shall be ensured that conditions laid down in the lease agreement, franchisee agreement etc. executed with the corporation are strictly followed and carried out. The unit shall have right to use logo, designs and other publicity material decided by Corporation for it's marketing and no other logo designs etc. shall be used by the unit. The unit shall be able to use expertise of Corporation in construction, maintenance and operation of the WSA in this connection. It should be ensured by the operator of Way Side Amenities / Franchisee that separate Rest rooms for Ladies and Gents are provided and are kept in a highly maintained clean & hygienic condition regularly. Healthy & hygienic environment to maintain all the time as per norms set by Tourism Department. The operator of Way Side Amenity shall ensure that the operation manual & instructions issued by Department are strictly adhered to

7. MISCELLANEOUS 7.1 7.2 7.3 7.4 Managing Director of the Corporation shall be authorized for the implementation of the policy. The amount of premium and lease rent received for the land leased out under the provisions of this policy shall be deposited with the Corporation and the Corporation shall have powers to spend it for the purpose of developing and maintaining WSAs and other local facilities for travellers as per guidelines issued by the Tourism Department. Principal Secretary, Govt. of Madhya Pradesh, Department of Tourism shall be the authority to hear and decide any dispute arising between the Corporation, the unit/operation/franchisee or between any two of them regarding running, maintenance, management and regularization of WSAs. The decision of Principal Secretary shall be final and binding. Department of Tourism, Government of Madhya Pradesh shall be authorized to approve the draft of the tender documents, lease agreements and franchisee agreements. 21 7.5 A committee constituted under the Chairmanship of the Chief Secretary shall be empowered for elaborating, giving guidance, clarifying and amending this policy. Government of Madhya Pradesh, Department of Tourism has constituted M.P. Tourism Board vide order dated 22/02/2017 for development & promotion of tourism. As the M.P. Tourism Board is implementing all activities, other than operation of Hotels & Transport fleet, such as Investment Promotion, Skill Development, Marketing, Publicity, Planning etc. according to Tourism Policy 2016, therefore, in the Policy wherever M.P. State Tourism Development Corporation is mentioned may be substituted by M.P. Tourism Board. Effectiveness of Ammendments All amendments shall be assumed to be effective from the date of issuance of the Way Side Amenities Policy 2016. Note : for any clarification notified hindi version shall be referred. 22 The heart of Incredible Incha 1 24 Lease Agreement for (Brown Field Model) Way Side Amenities Given For Operation on Lease to Private Investor This agreement is made on day of year between the Governor of Madhya Pradesh, acting through Managing Director, Madhya Pradesh Tourism Board (hereinafter called as the 'Lessor' which expression shall, where the context so permits, include its successor in office.) of the First Part M/S AND (Address) though its Managing Director/ Director/ Partner / Secretary .... S/o, D/o, W/o, Mr Mr./Mrs. and having its registered office at (herein after called as the 'Lessee' which expression shall, where the context so permits, include its successors and permitted assigns) of the Second Part. The Lessor and Lessee shall individually be referred to as 'Party' and collectively be referred to as 'Parties'. WHEREAS the State Government of Madhya Pradesh has prepared the MP State Tourism Policy 2016 wherein by the State has set the goal to provide a comprehensive tourism experience AND WHEREAS it has been observed that large number of people use the national/ state highways/ rural roads constructed within the State and thus there is requirement of providing facilities such as restaurants, toilets, petrol pumps etc. to ease the journey of people travelling on these roads. AND WHEREAS the Madhya Pradesh Tourism Board keeping in mind the need to provide amenities on the road network located within the State has decided to establish way side amenities and has prepared a master plan. AND WHEREAS the Lessor has invited applications for establishing/ operating the way side amenities established/ to be established/ to be operating by the Lessee and the Lessee has submitted its bid and has been selected to establish/ run/ operate the way side amenity located at . area admeasuring situated in the village .....comprising of an District more particularly described in the Schedule on the terms and conditions set forth herein. Now therefore, the Parties have agreed to as follows - 1. 2

3. Term of the Lease In consideration of the premium and lease rent and the terms and conditions of this lease agreement, the lessor shall demise to the lessee and the lessee shall accept a lease over the land (including all structures existing thereon), as more particularly specified in the Schedule for a period of THIRTY YEARS commencing from the date of entering into this agreement. Lease Rent/ Premium etc. The Lessee shall pay the following amount through bank draft to the Lessor for the said land - iii. Premium of Rs /- (In words Annual Lease Rent, 1% of the upfront premium plus taxes as applicable. Bank Guarantee: Irrevocable and unconditional Bank Guarantee of INR 10.00 Lakh. Bank Guarantee shall be valid initially for 1 (one) year and thereafter kept valid & effective during the Lease Period by renewing its validity three (3) months prior to its expiry. Bank Guarantee shall be refurbished every year. (The Bank Guarantee should be issued from Nationalized Bank or Scheduled Bank). The first payment of such annual lease rent will fall due on the date of signing of lease deed. Thereafter, the payment of annual lease rent shall be due and payable during the lease period by the lessee to the Authority on 1st April every year, the anniversary of the date of signing lease agreement. Failure to pay the annual lease rental up to 30 April every year will attract simple interest at the rate of 10% (ten percent) per annum for the delayed period.

Facilities/ amenities to be developed/ provided by the Lessee 3.1 The Lessee shall mandatorily provide, operate and maintain the following amenities - (b) Parking for cars/tourist coach/bus/ motorcycle etc.; Food Plaza/ Restaurant; 25 1 26 (d) Separate toilets and washrooms for men, women & handicaps disable including changing rooms; First Aid; 24 x 7 Water and electricity facility. Disposal of waste. 3.2 3.3 The lessee may establish/run/ operate/provide the following amenities after informing the Lessor in writing - (b) (d) (g) (h) (k) Children's play area; Telephone/ internet kiosk; Souvenir/ handicrafts shop; Baby/ handicap care room; Fast food outlet/ Ice cream parlor; Mini general store; Vehicle repair shop/ car washing facility; Travel desk; Flower shop/ books-newspaper outlet; Live art/ handicraft display; Any other amenity which may be permitted by the Managing Director of the Lessor. The Lessee may establish/run/ operate/provide the following amenities only after obtaining the consent of the Lessor in writing - (b) (d) Petrol Pump; Marriage Garden; Residential rooms; Bank ATM; Any other amenity which may be permitted by the Managing Director of the Lessor. 4

5. Powers and duties of the Lessor 4.1 4.2 4.3 4.4 4.5 4.6 4.7 The Lessor shall provide experts for assisting in branding provide advertisement material and approved designs to the Lessee for publicity. The Lessor shall prepare material for publicity and spreading information about the way side amenity and boards/ display/ hoardings shall be placed on roads and information about the way side amenities shall be provided at functions organized by the Lessor. The lessor shall initially place boards/ display/ hoardings informing about the way side amenity at 1000/500/100 m on both sides of the way side amenity. However, maintenance of the displays shall be the responsibility of the Lessee. The lessor shall ensure that the Lessee has established the infrastructure and is operating the way side amenity as per the prescribed criteria. In case, the Lessee does not create the infrastructure or operates the way side amenity in violation or contravention of the prescribed criteria, appropriate action would be taken against the Lessee. The lessor may provide support and guidance for good management of the amenity and if required provide necessary training for skill development. The lessor shall have the right and power to determine and prescribe the manner and contents of the application form, check list, inspection report, compliance report, operational manual and other formats that may be necessary. The Managing Director of the Lessor may as per administrative exigencies specify additional conditions. Powers and duties of the Lessee 5.1 5.2 5.3 The lessee shall create and operate/ or operate the way side amenity as per the prescribed guidelines determined by the Madhya Pradesh Tourism Board. The lessee shall ensure that all dues are paid as per the payment schedule prescribed by the Lessor. The lessee shall maintain and use all structures which are located 27 1 28 5.4 5.5 5.6 5.7 5.8 5.9 on the land leased to it. To provide services as per clause 3.1 of this agreement. The lessees may also create fresh infrastructure as per need according to the clause 3.2 & 3.3 of this agreement. The lessee shall be responsible for obtaining all necessary permission/registrations/licenses for construction of infrastructure and activities provided. The Lessee shall ensure that its / his staffs maintain friendly behaviour with travellers and tourists and their security shall be of utmost importance. The Lessee shall ensure that there is an arrangement to hear and redress the grievances/ complaints of the tourists/ travellers and the process shall be advertised at the site. The Lessee shall ensure compliance of all terms and conditions mentioned in the lease Agreement, entered into with the Lessor and the instruction given by the lessor from time to time. The Lessee shall use the services of the persons appointed by the Lessor and use the designs and publicity material provided by the Lessor for marketing of the way side amenity, apart from this, no other person or design etc. will be used by the Lessee. The Lessee may use the benefit of the Lessor's expertise in construction, maintenance and management of the site

6. General Conditions of Lease 6.1 6.2 6.3 The Lessee shall be liable to pay the annual lease rent on 1st April of each year. The annual lease rent must be paid by 30th April of each year otherwise, the same would be payable along with 10% simple interest per annum. Ifthe Lessee fails to pay the annual lease rent for 06 months from the due date, then the Lessor shall be at liberty to terminate the lease agreement. However, if the Lessee pays the due amount along with interest in lump sum manner, the authorized officer of the Lessor shall renew the lease agreement after taking 10% of the premium amount. All sums, such as due amount of premium, lease rent or any other charges imposed by the lessor may be recovered as an arrears of land revenue, if the same is not paid before the due date. 6.4 6.5 6.6 6.7 6.8 6.9 6.10 6.11 If the lessee is a body corporate/ company then the promoter(s) of the body corporate/ company who holds at least 51% of the shareholding in the body corporate/ company at the time of executing this agreement shall not dilute his/its shareholding to less than 51% for a period of 3 years from the date of starting operation of

the WSA. However, the lessee may dilute/ change/ amend its remaining shareholding pattern. The promoter holding 51% of the shareholding in the body corporate may dilute its shareholding after 3 years of starting operation of the WSA with the permission of the lessor. However, the name, registered office, business purpose shall not be altered during the validity of the lease period. A proprietary firm may also be allowed to add partner, change condition/ownership after three years from the date of starting operation with the permission of lessor. The lessee shall not undertake any construction work at the site without obtaining the necessary permissions/ approvals/ licenses from the competent authority or from the lessor under clause 3.3 hereinabove. The lessee shall not undertake any construction activity without obtaining necessary approvals of maps by the competent authority. The lessee shall not raise any construction in contravention to the provisions of this agreement. The lessee shall not use the site for any purpose not mentioned in this lease agreement. The lessee shall ensure that all activities are completed within the stipulated time period as may be prescribed by the lessor. If the lessee fails to implement the project to the satisfaction of the lessor, the lease agreement is liable to be terminated. The lessee shall ensure that the site is continuously used for the purpose this lease is being granted. If, for a period of one year, the lessee fails to operate the land for the purpose of this lease or if the site is shut for a period of one year, then the lessor shall terminate the lease. If the lessee uses the site for any other purpose than the one mentioned in this lease, the lease shall be terminated by the lessor. The lessee shall be responsible for the safety and security of the way side amenity and shall be responsible for the upkeep 29 1 30 6.12 6.13 6.14 6.15 6.16 6.17 6.18 and maintenance of the amenities at its own cost. The lessee shall also ensure that no cars are parked on the road and proper parking arrangements are provided within the site. The lessee shall be responsible for maintaining adequate insurance cover for the way side amenity and shall keep all receipts of insurance paid safely and will be obligated to provide it to the lessor upon demand. The lessee shall be responsible for protection of the environment at the site. The lessee shall not undertake any activity that causes harm to the environment. Further, at least 10 percent of the land must be brought under green cover. Upon cancellation/ termination of lease agreement or completion of lease period, the lessor shall have right to enter and take possession of the site and re-allot/ tender the site. All fixed capital assets at the site (whether developed by the lessee or not) shall be peacefully handed over to the lessor upon cancellation/ termination of lease agreement or upon completion of lease period. It is clarified that the lessee shall not be entitled for receiving any payment from the lessor or any third person for the infrastructure constructed and maintained. However the lease renewal may be considered by the MD - MP TB as per then prevailing rules/ policy. Fixed capital assets for the purpose of this agreement shall mean all construction created on the land, water and electrical supply system with fixture, air conditioning system, water purification system, gas pipeline, parking and stares, entry gate, fencing boundary wall, well, tube well, water storage tank. The lessee shall ensure compliance of all rules/ regulations made by any department of the State Government, related to running of activities in WSA. The lessee shall be responsible for any damage or loss caused at the site and if any loss or damage is caused to any person due to the activities of the lessee, the same shall be the responsibility and shall be borne by the lessee. The lessee upon registration of this lease agreement shall deposit the certified copy of the registered lease agreement with the authorized officer of the lessor and keep the original with itself/ himself. 6.19 6.20 6.21 6.22 6.23 6.24 The lessee shall pay Rs. 1000 for any amendment of the lease agreement where no fees or premium has been specified. The lessee shall from time to time and at all times during the term of the lease pay all taxes, rates, assessments and other charges which are charged, imposed or assessed on the said land. The lessee shall not carry on any illegal trade or business on the said premises. The lessee shall not sell, transfer, grant lease or otherwise dispose of any asset located at the site without the prior written permission of the lessor. The lessee shall not sub-lease any portion of the land specified in schedule, including the buildings constructed thereon. The lessee shall abide and comply with the Operation Manual and Way Side Amenities (establishment and management) Policy 2016 of the Tourism Department, State of MP as specified in Schedule -l and 11 herein. The RFP/ Tender document shall be treated to be a part of this agreement. Any condition specified therein and not mentioned here shall also be binding on the parties. However, if there is any conflict between the provisions of the RFP/ tender and this lease agreement, then the provisions of this lease agreement would prevail. 7

8. Event of Default 7.1 In the event of any breach in term & condition of lease the MP TB would have the right to impose penalty up to 10% of the premium amount, without prejudice to the right of MP TB to take

other action including termination. 7.2 Unless expressly provided otherwise herein, if the lessee has defaulted in performance of any term or condition mentioned herein and such default has continued for a period of 30 days after notice in writing thereof has been given to the lessee by the lessor, the lessor shall terminate/ cancel the lease agreement. Termination of Lease Agreement Either party may terminate this lease agreement by giving 3 months prior written notice to the other party. Upon termination of lease 31 1 32 9. IO. agreement, the lessor shall have right to enter and take possession of the site and re-allot/ tender the site. All fixed capital assets and infrastructure at the site (whether developed by the lessee or not) shall be peacefully handed over to the lessor upon termination of lease agreement. It is clarified that the lessee shall not be entitled for receiving any payment from the lessor or any third person for the fixed capital assets infrastructure constructed and maintained. Assignment The lessee may with the prior permission of the lessor assign or authorize any person to operate a specific amenity within the site. However, the lessee shall be responsible for the conduct and behaviour of the assignee and shall ensure that the assignee complies with all terms and conditions mentioned herein. Dispute Resolution 10.1 10.2 10.3 10.4 In case of any dispute (except for cancellation of lease agreement) the parties will attempt in good faith to resolve any dispute initially through negotiations between the parties. If the dispute cannot be settled amicably within 14 days from the date on which either party has served written notice on the other of the dispute then the dispute shall be resolved as per clause 10.2. In the event of a dispute between the parties which could not be amicable resolved. The aggrieved party shall refer the dispute to be resolved by arbitration. The arbitral proceedings shall be presided by a single arbitrator who shall be the Principal Secretary/ Secretary of the Tourism Department, Government of Madhya Pradesh. If the lessor terminates/ cancels the lease agreement, the lessee may within 30 days from the date of issuance of termination/ cancellation order, prefer an appeal before the Secretary Department of Tourism Government of Madhya Pradesh challenging the termination/ cancellation order. The decision passed by the Secretary shall be final and binding on both parties. If no appeal is preferred within 30 days of issuance of termination/ cancellation order, the right of the lessee to challenge the termination/ cancellation order shall be closed. If the lessee files an appeal as per clause 10.3, the Secretary shall after granting an opportunity of hearing to the lessee be competent to pass any orders that may be deemed necessary. 10.5 10.6 If the Secretary rejects/ dismisses the appeal filed by the lessee, the lessee shall peacefully hand over the property mentioned in Schedule to the lessor and remove all its/ his /her staff and employees within 10 days from issuance of rejection/ dismissal order. The sitting of all challenges arising out of the agreement or its implementation shall be in Bhopal. The District court of Bhopal and High Court of Madhya Pradesh Principal seat at Jabalpur shall have Jurisdiction over matters arising out of arbitration

11. Governing Law This agreement is governed by and shall be construed in accordance with the laws of India. Schedule Description of the properties under this lease agreement is as under. 1

2. Land Patwari Halka No Kasra No Village Tehsil District Area (Rakba) in Hect Boundaries of the land In the East In the West In the North In the South 33 Construction under the land in square feet Restaurant Kitchen Toilet Manger Room Store Corridor Rooms Other Construction Total Area Khasra Map, Nakal and Station survey map of the land allotted above duly signed by both the parties.IN WITNESS WHEREOF, the Parties herein above have set their hands entered into this Agreement the day and year first above written. Witness For Lessor, M.P. Tourism Board Bhopal, Through For lessee M/S Through 34 The heart of Incredible India 1 36 2. 3. 1. 2. 3. 4. 5. 6. 1. 2. 3. 4. 5. 6. 7. 1. (WSA) 1090 1800 233 7777 qzfeq I gig $1 I e, 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. @1Q-gfiuä I 3-TU@T Räq, a, 3-I@QT- frQT, h, I qa, 3-T2ßT Az, h, QI, 3ié 3-11ZT, Gul, 8, OAR, qq-gg, 37 1 38 5. 22. 23. 24. 25. 1. 2. 3. 4. 5. 6. 7. 8. 1. 2. 3. 4. fiq/åq $1 elude AfiPT, $1 Rui 6. 5. 6. 7. 8. 9. 1. 2. 3. 4. 5. 1. 2. 3. 4. 5. 6. 7. 8. $1 a-Fu I a-tr 3-T2ßT I 39 1 40 8. 9. 1 2 3 4 5 6 9. 10. 11. 12. 13. 1. 2. 3. 4. 5. 6. 7. &Hzr (iii) (iv) (Site Plan) elude $1 I (iii) (Site Plan) 8 (iii) 9 41 1 42 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12

13. Allotment of Franchisee Model Way Side Amenities Procedure & Application Form 2016 www.tourism.mp.gov.in 1000/- I qhé, I a-RT qhé, R7T, 462008 <Q1fuT $1 $1 www.tourism.mp.gov.in I q17f (31) 1 2 4 5 6 Q..rrqq-r (25 3iØ) (25 3iq) 3iq) (20 3iq) (elude) (10 3iq) (10 3iq) 100 500 30 Ale-6 -3 300 100 70 0.5 5 3iq 10 100 5 a-iq 10 ag 5 50 3iq %ÄUT-05 3iq 1. 5. (eluae) 43 A PLICATION FORM FOR ALLOTMENT OF WAYSIDE AMENITY (WSA) ON FRANCHISEE MODEL Location• Tender No and Date To, Managing Director Madhya Pradesh Tourism Board 6th floor, Lily Trade wing,