



Delhi Tourism & Tpt. Dev. Corpn. Ltd.

No.ADV/6063/2006-07/DTTDC/P.F.1/

Dated : 13.09.2014

Clarifications

Clarifications on the queries / suggestions for setting up, Management & Operation of Soft Adventure Park at Sanjay Lake, Mayur Vihar in reference to pre-bid meeting held on 22.08.2014 are as under :-

S.No.	Existing requirement as per the RFP issued	Queries / Suggestions	Response of DTTDC
1.	The monthly license fee would increase by 25% over the last monthly license fee after every three years.	Page – 2 Prescribed Performa: Normal increase is 15% every three years for long terms license arrangements. Request you to make 15% increase instead of 25%.	No change.
2.	Approval of recognition of adventure tour operators issued by Ministry of Tourism, Government of India for Adventure activities namely Water Sport, Aero Sports, Mountaineering trekking, safari etc.	Page – 3 Sub-Point-VIII : Request Children Amusement Park Operator may be exempted for filing this documents	Page 3, para 10, sub-para {VIII} regarding the list of documents may be treated as deleted.
3.	Copy of an agreement with promoters as proof of operation of eligible projects being claimed by the bidder is to be submitted by the bidders	Page - 3 Point No. 10 : Please add bidder / promoter of amusement park along with others	Page 3 para 10, sub para {IX} in the list of documents is self-explanatory. No change.

4.	Bids are invited for the project on the basis of highest monthly licence fees over the minimum reserve price of Rs. 3,00,000/- per month. The monthly licence fee shall constitute the criteria for evaluation of bids. The project will be awarded to the bidder quoting the highest monthly licence fee over the minimum reserve price of Rs. 3,00,000/- per month, subject to fulfillment of other conditions of RFP. The monthly licence fee will be increased @ 25% after every three years over the previous monthly licence fee	Page 10 : The minimum license fee of 3 lac per month appears to be on the higher side.	No change.
5.	That this agreement can be terminated by either party after giving 06 months notice.	Page – 14 :- Point No. 5 : termination of the Agreement by DTTDC {Licensor} can only be done in case of default on payment by the licensee.	No change.
6.	The licensee shall also pay 12 ½ @ of the sales generated from water based activities in the lake payable to DDA separately and 50% of the rest of proceeds collected from the lake activities to DTTDC.	Page No. 15, Point 14 : Payment of 12.5% of sales should be applicable only from boating. {Since lot of investment is involved in boating / water based activities, we would request DTTDC not to ask for any additional sharing of revenue}.	The para 14 at page no. 15 and para 60 at page 22 may be treated as under ""The Licensee shall also pay 30% of the total sales generated from Water Based activities in the lake to DTTDC." Clause 5.3 of draft agreement may also be revised accordingly.

7.	The Licensee is also required to pay property tax and ground rent payable by Licensor to the concerned authorities, if levied. The licensee shall also pay statutory taxes, municipal taxes, levies, fees, duties charges etc. including luxury Tax, Central Tax, Service Tax, VAT, Sales Tax. Municipal and all other local and statutory taxes in respect of the licensed premises and to ensure their timely payment under intimation to the licensor.	Page – 15 Point No. 15 : since the Licensee will not be the owner of the property Ground rent and Property Tax should fall under the domain of DTDC / DDA	No change.
8.	That the licensee shall not under let, sub let, encumber, mortgage, assign or transfer their right and interest or part with possession of the land and building thereon or any part thereof of the licensed premises for sharing therein to any person directly or indirectly. However, the licensor has no objection in allowing and permitting the licensee to hire/ take expertise from outside parties recognized / famous for operations/ specialty cuisines.	Page – 16 – Point No.17 : The Licensee should be allowed to sublet some portion of the property for F&B and sponsorship.	Sub-licensing of Food & Beverages center may be allowed with the permission of DTDC.
9.	Licensee would put up a board prominently indicating the charges for various games put up at Soft Adventure Park and the charges shall be decided in consultation with the DTDC. The combo packages for various games may also be worked out by the licensee in consultation with DTDC.	Page No. 21 : Point No. 58 : Any change in entry fee will be decided in consultation with DTDC. However the licensee should be permitted to decide on all other packages and combos.	Agreed.

10.	The revenue earned from such games shall be equally shared between DTTDC and the Operator after payment to DDA 12½% of sales generated from the activities in the lake. This will be exclusive of the annual licence fee quoted by the bidders.	Page NO. 22 : Point No. 60 : Kindly amend revenue generated from boating / water based activities.	May be treated as modified as stated in respect of query at serial no. 6 above.
11.	The said monthly licensee fee shall be increased by 25% after every three years from effective date	Page – 42 : Point No. 5.1/Sub Point C: Percentage increase in license fee to be amended as 15% every three years instead of 25%.	Not agreed.
12.	<p>a. The Licensee shall apart from all the fees and charges prescribed above in clause 5 shall be bound and agree to pay as under towards the Licensee Fee</p> <p>I. 12 ½ % of total sales generated from water based activities to Licensor on account of payment to Delhi Development Authority.</p> <p>II. 50% of the total Revenue collected from the sales generated from lake activities to licensor.</p>	Page No. 42: Point 5.3/Sub Point II : Kindly amend lake based revenue sharing clause.	May be treated as modified as stated in respect of query at serial no. 6 above.
13	Apart from all such License Fee the Licensee undertakes to pay all such statutory taxes, municipal taxes, property tax, levies, fees, duties, charges including Luxury Tax, Central Tax, Service Tax, VAT, Sales Tax, Municipal and all other local and statutory taxes being currently levied or would be levied by Statutory Authorities of whatsoever nature in future in respect of the Licensed Premises	Page No. 43 : Point No. 5.4 : Kindly amend property tax clause.	No change in the condition is agreeable.

14.	The successful bidder shall be required to submit Security Deposit for an amount equivalent to 6 months monthly quoted licence fee by the highest bidder	The security should not be more than of 3 months monthly payments.	Not agreeable
15.	The license is required to pay the quoted monthly license fee in on quarterly basis in advance by the 25 th of each preceding quarter failing which penalty @ 12% would be levied on the licensee	The advance lease should be only 01 month	Not agreeable
16.	Bid submission date as 6 th August 2014 at 3.00 pm	Please increase the time limit of the tender bid date as min. 1 month should be allowed after uploading the addendum / corrigendum.	The schedule is revised as :- Bid opening date : 05.09.2014 at 4.00 pm Document download / sale end date : 05.09.2014 at 03.00 pm Bid submission date : 05.09.2014 at 03.00 pm
17.	<p>1. The bidder should be doing the business of the adventure tours / Adventure Parks/ activity based projects/Camping site and must have licence issued by the Ministry of Tourism, Government of India.</p> <p>2 Bidder / promoter should have a minimum experience of three years in the field of Children Amusement Park/adventure parks/game based projects/ camping site and must be operating atleast one adventure park/ activity based project/ camping site</p>	Selection criteria to have minimum experience of 5 years in adventure sports {not necessarily Adventure Tourism} and should have experience in operating adventure camps with adventure sports or adventure events	As per eligibility criteria at Point No. 1 & 2 at page 8. However the expression "and must have license issued by Ministry of Tourism, Government of India" may be treated as deleted.

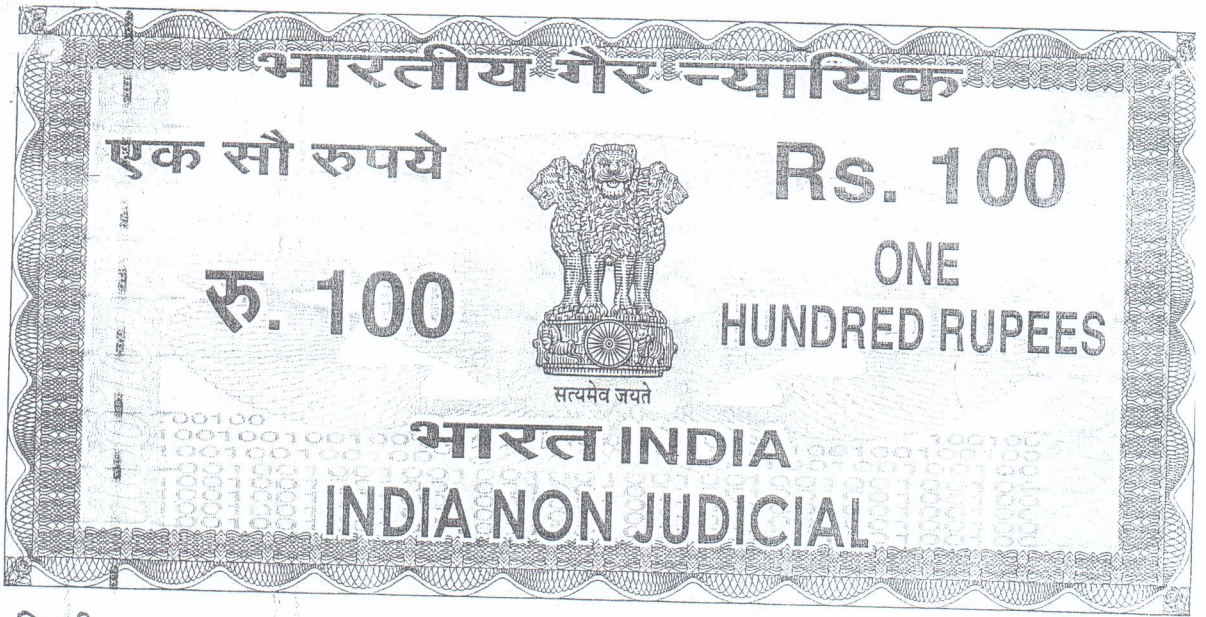
18.	<p>The suggested Soft Adventure Games are Inflatable Rock Climbing Wall, Rock Climbing (permanent), Burma Bridge, Monkey Bridge, Spider Web, Dismantable tented accommodation, Monkey crawling, Mountain biking, Paint ball, Archery, Rifle shooting, Pit Jump, Rappelling, Zorbing, Commando net, Cat walk, Flying Fox, Dirt Track, Day and overnight camping, Bungee Jumping</p> <p>In addition to suggested Soft Adventure Games, the licensee is also allowed to operate water based games/boating in the lakes adjacent to the Soft Adventure Park.</p>	<p>Operators should name the list of activities that they will put up & what they will add subsequently so that it comes up truly as an adventure park & not an Appu Ghar style amusement park.</p>	<p>Suggested games have been given in point no. 60 at page 22 of the RFP document.</p> <p>Also refer Clause 45 and 46 of the RFP document.</p>
19.	<p>The license shall also pay 12 ½ % of the sales generated from water based activities in the lake payable to DDA separately and 50% of the rest of proceeds collected from the lake activities to DTTDC.</p>	<p>Only paddle boating / motor boat activity revenues to be shared with DDA & not from any other water based activity like water scooter, canoes, rafts etc. Maximum revenue share for water based activities should not exceed 15-20% all inclusive since operator will be unable to charge high fee due to location crowd.</p>	<p>All water based activities in the lake will be chargeable @ 30% of total revenue generated from the lake.</p>

20.	<p>That the licensee shall not carry out any material addition or alteration in the Licensed premises, so as to bring any structural change therein with or without any damage thereto. However, the licensee shall be entitled to carry out necessary repairs and or renovations to the existing structures in the licensed premises with prior written approval of the Licensor, at its own costs and expenditures without having any claim against the licensor. The licence would however be allowed to set up temporary structures at its own cost for operational purposes for licence would be required to inform the licensor in writing.</p>	<p>Allow erection of temporary structures which will be dismantled at the time of handing back the premises.</p>	<p>Temporary structure may be allowed with the permission of DTDC</p>
21.	<p>The Bid Security/EMD of Rs. 2.50 lakhs in the shape of bank draft/ Demand draft in favour of Delhi Tourism & Transportation Development Corporation Ltd." be enclosed in a separate envelope marked Bid Security for setting up, Operation, Management & Operation of Soft Adventure Park at Sanjay Lake, Mayur Vihar.</p>	<p>The bid security amount may also be in the shape of Fixed Deposit issued by a nationalized / scheduled bank issued in favour of DTDC Ltd.</p>	<p>The bid security is acceptable in the shape of bank draft / demand draft.</p>

22.	Agreement not enclosed with RFP document	The property for Soft Adventure Park and Sanjay Lake belongs to DDA; the same was leased out to DTTDC Ltd. in the year 2007. Now, the DTTDC Ltd. called the tender to set up the Soft Adventure Park for the same property for remaining 13 years lease. The DTTDC Ltd. must provide the copy of agreement with DDA to the bidder.	Copy of the agreement with DDA has been enclosed for the information of bidders.
23.	Apart from all such License Fee the Licensee undertakes to pay all such statutory taxes, municipal taxes, property tax, levies, fees, duties, charges including Luxury Tax, Central Tax, Service Tax, VAT, Sales Tax, Municipal and all other local and statutory taxes being currently levied or would be levied by Statutory Authorities of whatsoever nature in future in respect of the Licensed Premises	The property tax and ground rent must be payable by the DTTDC Ltd. or DDA and not by the licensee.	No change agreeable.
24.	The license shall also pay 12 ½ @ of the sales generated from water based activities in the lake payable to DDA separately and 50% of the rest of proceeds collected from the lake activities to DTTDC.	In the case of Water based activities, the DDA share shall be 12.5% and the remaining part shall be divided between the DTTDC Ltd. and licensee shall be in ratio 20 : 80.	This condition has been revised @ 30% of total revenue generated from the Water Based activities in the lake.

These clarifications will form part of the RFP document issued vide ID No.2014_DTTDC_60770_1 dated 04.07.2014.

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AGREEMENT

This agreement is made on this 13th day of December 2007 between the Delhi Tourism & Transportation Development Corporation Ltd. having its office at 18-A, DDA, Shopping Cum Office Complex, Defence Colony, New Delhi 110 024, through its Manager (Legal) Sh. Piyush Agarwal (hereinafter called the licensee) and the Delhi Development Authority, Vikas Sadan, New Delhi through its Vice Chairman (hereinafter called the licensor). The terms and expression the licensee and the licensor wherever used or occurring in these presents shall always, unless expressly or by necessary implication excluded by or contrary to the subject the context, mean and included their respective successors and assigns.

Whereas the licensor is dedicated to development of Delhi.

Whereas the licensee had decided to provide facility to the tourists / visitors and approached the licensor for providing land to develop a Soft Adventure Park project as a joint project at Sanjay Lake.

(Signature)
 Piyush Agarwal
 Manager (Legal & Vigilance)
 Delhi Tourism & Transportation
 Development Corporation Ltd.
 18-A, DDA, Shopping Cum Office
 Complex, Defence Colony, New Delhi

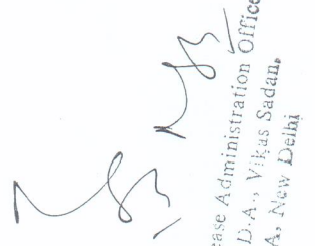
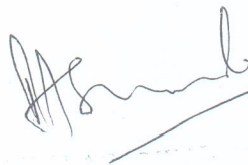
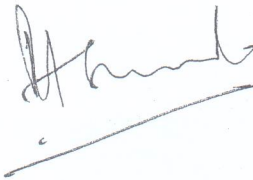
(Signature)
 License Administration Officer (CL)
 D.D.A., Vikas Sadan,
 INA, New Delhi

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Whereas the parties here-to are desirous and have found it necessary to expedient to record the terms and conditions in respect of the aforesaid work into an agreement and licensee has obtained the necessary clearance of the competent authority as required by law/rules for the purpose.

Now, therefore this agreement witnesses as follows:

1. Proposed Soft Adventure Park project as Sanjay Lake site will be a joint project of the licensee and the licensor.
2. The financial terms of the joint venture will be as under:
 - (a) Annual licensee fee is fixed @ Rs. 2.20 Lakhs for 6.3 acres of land. The same is subject to revision based on the exact area allotted to the licensee by the licensor and the same is subject to pro-rata basis.
 - (b) Apart from the annual license fee payable per annum, the licensee shall also liable to pay to the licensor 15% of the gross receipt or 50% of the gate money whichever is higher. This amount is payable from the date of commencement of actual operation of the venture.
 - (c) The entire capital investment on the joint venture shall be borne by the licensee (DTTDC).
3. The period of licence will commence from the date of issue of possession letter by the licensor for the site to the licensee.



Lease Administration Officer (CL)
D.D.A., Vikas Sadan,
INA, New Delhi

DTTDC
District Transport & Tourist Development Corporation
District Transport & Tourist Development Corporation
District Transport & Tourist Development Corporation
District Transport & Tourist Development Corporation

Commissioner
D.D.A., Vikas Sadan,
INA, New Delhi

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4. The licence fee shall be payable in advance by the licensee to the licensor at the close of every year i.e. last working day of the preceding year. The licensor shall charge interest @. 24% per annum from the licensee on each defaulted payment.
 5. The licensor's share of receipt shall be payable quarterly i.e. by the 10th of first month of the succeeding quarter failing which the licensee will be liable to pay interest @. 24% per annum for the entire period of default.
 6. The licensor has allowed 2 (Two) years to the licensee for setting up and construction of Soft Adventure Park type project on the land allotted from the date of handing over of physical possession of the site. During the 1st year, no licence fee shall be payable by the licensee to the licensor but the licensee shall have to pay the licence fee w.e.f. the 2nd year.
 7. The period of construction shall be counted from the date of handing over the possession of the site by the licensor to the licensee. Extension beyond two years in this regard shall be considered in extraordinary conditions and can be granted by the Vice Chairman, DDA on payment of penalty equivalent to the licence fee fixed per annum. This will be in addition to the licence fee payable from beginning of the second year of the licensee.
 8. The ownership of land shall continue to vest with the licensor (DDA). The licence so granted to the licensee by the licensor shall in no way mean transfer of the ownership of land to the licensee.
 9. In case of termination of the agreement, the building viz stalls, restaurant and other permanent constructions built by the licensee on the allotted piece of land shall vest with the licensor and the cost incurred in putting up of these structures shall be deemed to be a consideration for the licence granted to the licensee by the licensor. The licensee or any party on its behalf shall have no



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right or title in any part or whole of any building construction or any material permanently fixed to the land. However, as per the standard license deed under the Nazul Rules 44, the Licensor will also have lien on all the belonging and properties of the licensee for the time being in or upon the premises of the licensor.

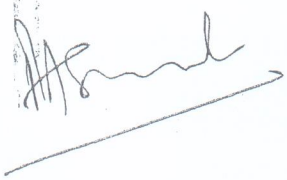
10. The licensee will submit the annual audited accounts to the Licensor on regular basis and licensor have the right to seek the clarification, if any, on the audited accounts.
11. The licensee shall also be liable to pay electricity charges, water charges, property tax and all other government or municipal taxes etc. connected with setting up / running of Soft Adventure Park.
12. Save as otherwise provided the licensee shall not make any additions/alternations in contravention of the building plan approved by the DDA without prior permission of the licensor and even when permitted by the licensor, the said additions/alternations shall be carried out by the licensee at its own cost.
13. The licensee shall be solely responsible for the conduct of various sub licensees, or observance of rules and regulations by the sub-licensees, the sub-licensees shall in no case get any right over the above property and rights/privilege of the licensee.
14. The licensee has to get the approval of the Planning and Building Department of the licensor and Building plans for necessary architectural controls before execution of the construction of work.
15. The licensor has granted a licensee to the licensee initially for a period of 5 years which is renewable for further period of 5 years at a time up to the



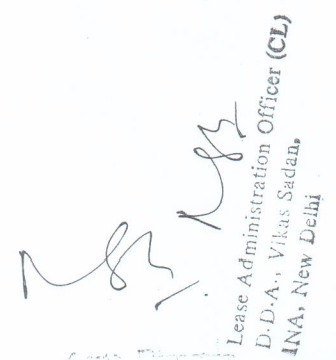
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period of 20 years on enhancement of licensee fee by 20% at the time of each renewal and shall be at the discretion of the licensor i.e. DDA.

16. The licensee shall have to deposit a sum of Rs. 13.20 lacs i.e. six times of license fee fixed with licensor as security Deposit for the due and faithful execution of the agreement which shall be non interest bearing.
17. The licensor shall be at a liberty to revoke or terminate the license in case of violations of any of the conditions enumerated in this agreement, where after the land and the construction thereon shall stand resumed and the limited right of the licensee to operate Soft Adventure Park shall cease without any demur.
18. The License shall prepare separate profit and loss accounts and balance sheet for Soft Adventure Park.
19. That the licensee shall make adequate provisions for fire protection, safety, fire fighting arrangements as may be prescribed by the licensor, the Chief Fire Officer of Delhi or any code/ standard practice or any other Competent Authority in this behalf. The licensee shall, however, pay any charges under this license on this account. The licensee shall, however, not, claim any adjustment in the quantity of licence fee or another dues payable under this licence on this account. No encroachment of any kind on the land allotted or any space other than the space that will be licensed shall be permitted and such encroachment either by the licensee or by the sub-licensee shall constitute a breach of licence.
20. That the licensee shall not employ or permit to be employed or allowed to enter into or (assessment) in the licensed premises any person suffering from any contagious, loathsome or infectious disease.

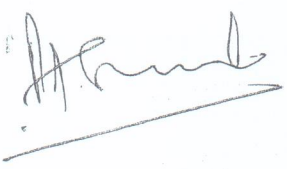


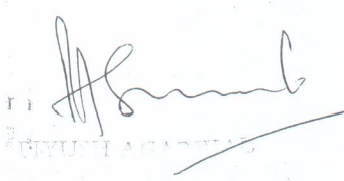


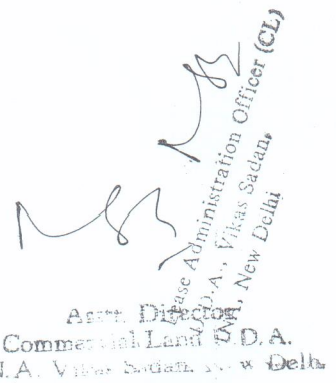

Lease Administration Officer (CL)
D.D.A., Vikas Sadan,
INA, New Delhi

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21. That the licensee shall have a bare licence only to enter upon the piece of land allotted by the licensor for the purpose of building Soft Adventure Park provided in this licence agreement.
22. Nothing contained in this agreement shall be construed as demise in law of the said land hereby agreed to be demised or any part thereof so as to give the licensee any legal right, title or interest in the said immovable property. The licensee shall have only a licence to enter upon the said land for the purposes of building, executing works thereon as provided in this agreement for the specific purposes of building and its operation Soft Adventure Park and its operation.
23. That the licensee shall keep the licensor indemnified against any or all claims for damages which may be caused to any workman, adjoining building or other premises by such building or any consequence of the aforesaid works and also against all payment whatsoever viz. During the progress of the works that may become payable or be demanded by the licensor in respect of the said work or of anything under the authority herein contained.
24. The licensee will not at anytime, do, cause or permit any nuisance in or upon the said plot of land or buildings to be constructed there on or anything which shall cause unnecessary annoyance, in-convenience or disturbance to the occupiers of any other property in the neighborhood and they will not erect or permit to be erected on any part of the premises, a stable, shed and other structures of any description whatsoever for keeping houses, cattle, dog, kennel and cages for pets of normal dimension in sizeable number.
25. That the licensee shall insure the premises at the cost of the licensee and keep insured the same under written intimation to the licensor from time to time in the joint names of the licensor and the licensee against damages by fire, riots, civil commotion, electric fire and flood etc. with some established insurance






Asst. Director
Commercial Land Administration Officer (CL)
D.A., Vikas Sadan,
New Delhi
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N.A. Vikas Sadan, New Delhi

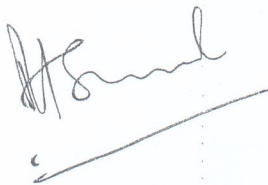
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company having office in Delhi to be approved in writing by the licensor and for an amount equal to the cost of the said buildings and on demand produce to the licensor the premium and forthwith apply all money received by virtue to such insurance, on re-building or reinstating the buildings. The licensor shall not at all be responsible for the payment of the premium as stipulated above.

26. The licensor and other officers under the direction at all reasonable times will have a right to enter upon the said premises to view the state and progress of the said works, to inspect and test materials and workmanship and or other reasonable purposes connected with this license agreement.

27. In case the licensee commit any breach or make default in the performance of all or any one or more of the covenants on its part herein before and hereinafter contained on this licence agreement. After giving due notice, it shall be lawful for the licensor or for officers on its behalf to re-enter into and upon the said land and all such building, erections, super structure and materials as may then be found upon the said land for the absolute use to the licensor without any compensation and without prejudice to all other legal rights and remedies of the licensor against the said licensee.

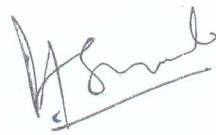
28. All notices, consents and approvals to be given under the licence agreement shall be in writing and shall be signed by the officer(s) authorized in this behalf by the licensor and any notice to be given to licensee shall be considered as duly served if the same shall have been addressed to licensee, and delivered to, left at or posted to the usual or last known place of residence or business in Delhi of the person served by or of the same shall have been affixed to any building or erection whether temporary or otherwise, upon the said land.

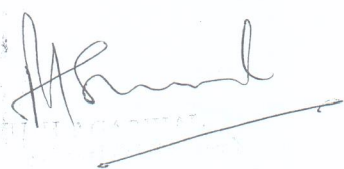



Lease Administration Officer (CL)
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Commercial Land D. D. A.
C.M.A. Vikas Sadan, New Delhi.

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29. The allotment is made on licence basis and the licensed premises including the building constructed thereupon will be a public premises within the meaning of public premises (Eviction of unauthorized Occupants) Act, 1971 or such acts as may be in force from time to time in this behalf.
30. In revocation of the licence and / or vacation of the premises by the licensee for any reasons whatsoever, the licensee shall not remove from the premises furnishing, fittings, and fixtures of the movable types belonging to the licensee without prior written permission of the licensor and if required, the licensor shall have the option to retain the same with payment of compensation as may be mutually agreed upon. In case of licensor deciding not to retain the same the licensee shall remove the same peacefully and restore the space to the condition existing at the time of completion of the building at its own cost.
31. Preparation of articles of food as may be allowed by the MHO, MCD and dish washing would be done in the kitchen pantry area and nowhere else. Only gas burners/ electrical gadgets will be used for cooking purposes.
32. In any case, if any of the powers to revoke the licence shall have become exercisable for any future case of default and the liability of the licensee for past and future default shall remain unaffected besides other rights and remedies of the licensor.
33. In the event of licence, having been terminated earlier in the terms of the relevant clauses, the licensee shall vacate the premises in a peaceful manner and clear all the dues of the licensor forthwith.
34. The licence shall stand ip-so-facto determined and possession/occupation transferred to the licensor without any right to compensation whatsoever to the licensee in any of the following events:-



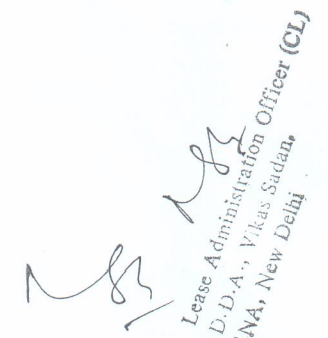
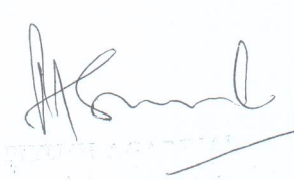
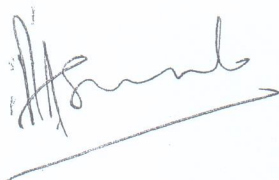



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Asst. Director
Comm. & Land D.A.
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- (i) If the licensee being an individual or if a firm, any partner in the said firm shall die or at any time be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition under any Insolvency Act for the time being in force or made any conveyance or assignments of this effects or enter into any conveyance or composition with the creditors or suspend payment or shall introduce a new partner or shall change the constitution of the partnership or if the firm is dissolved under the Partnership Act.
- (ii) If the licensee being a company shall pass a resolution or the court shall make an order for the liquidation of its affairs or appointed a receiver or circumstances shall have arisen which entitle the court of debenture provided always that such determination shall not prejudice any right to action or remedy which shall have accrued or shall thereafter accrue to the licensor.
35. That the licensor will provide water connection, sewerage connection and necessary electricity power to the licensee for the purpose of the said venture and the requisite consumption charges would be paid by the licensee.
36. That the day-to-day maintenance of the venture will be done by the licensee on its own and the licensee shall be free to engage the staff for the operation of the said venture.
37. That in the event of any dispute arising between the licensor and the licensee in respect of the interpretation of performance of the terms and conditions of this agreement, the same shall be referred to an arbitrator appointed by the administrator of the licensor, whose decision/award shall be binding on both the parties.

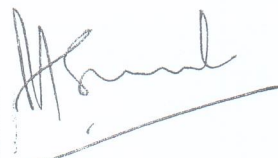


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Vikas Sadan, New Delhi

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38. That the licensee shall fulfill and abide by all the provisions of DMC Act, bye-laws and rules and regulations made there under, the provisions of the Delhi Shop and Establishment Act and other laws for the time being in force.
39. That on the expiry of the period of licence or in the event of the revocation of the licence under terms and conditions, licensor shall be entitled to re-enter upon the premises including, building constructed thereupon and assume possession and deal with it in such a manner as it may deem fit. Any belongings of the licensee if found in the premises shall be liable to be auctioned unless claimed within one month of the assumption of such possession of the licensor. The licensor shall further be entitled to appropriate out of the proceeds, of sale with the money due to the licensor from the licensee. Further, the licensee on revocation or termination of the licence as aforesaid shall hand over the vacant possession of the land and the building constructed thereupon to the licensor in as good condition as it was at the time of grant of licence excluding the normal wear and tear.
40. That in the event of the breach of the terms and conditions of the licence and on cancellation with or without assigning any reason the licensee shall hand over the vacant possession of the premises including the buildings constructed thereon till the time as may be specified in the notice of cancellation of allotment and the licensee shall be liable to pay damages at the rates as may be determined by the licensor from time to time from the date of cancellation of licence till the date of the vacant possession of the premises is handed over to the licensor besides forfeiting the security deposit.
41. That in case of license is cancelled by the licensor, the unauthorized occupants of the public premises viz. erstwhile licensee, with all other unauthorized occupants viz. sub licensees, if any, shall be liable to pay damages as may be determined by the licensor and if the damages charged are not deposited





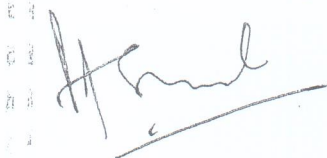


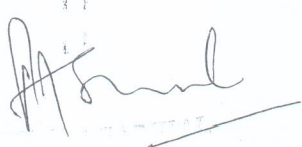
Commissioner, D.D.A.
D.D.A., Vasant Vihar, New Delhi
License Administration Officer (CL)
D.D.A., Vasant Vihar, New Delhi
INA: New Delhi

11/10/10

within a month, the damages shall be charged for full month if payment of damages are made after the stipulated date, the same shall continue to accrue to the licensor till the accounts are finally squared up.

42. That in the event of the licensee being desirous of surrendering the licensed premises before the expiry of terms of licence, they can do so by giving one month's notice in writing terminating their liability on the date of expiry of the said notice or on the date of handing over the possession of licensed premises which ever is later, provided the outgoing licensee before handing over the possession clears all the dues including damage charges, interest, if any, clearance of the dues will be essential condition for acceptance of the notice period, the time taken in the clearing the dues will automatically postpone the date of notice period and period of notice in that event will expire on clearance of the dues.
43. That in case the licence for use and occupation of the premises is determined or cancelled by the licensor, the unauthorized occupants will have no right to consume the electricity supply and the licensor will have the legal right to disconnect the electricity supply and the licensor shall be within its right to disconnect the electricity supply to the said premises without any reference or notice.
44. That the Court of Estate Officer, DDA New Delhi only shall have the jurisdiction to entertain, any application in respect of any legal proceedings under this agreement or to entertain any suit in connection with this agreement of licence and no other court or any other court of any other place shall have the jurisdiction to entertain any such application or any other legal proceedings.
45. That the licensee shall not call in question or raise any dispute regarding quantum of licence fee as agreed to either before the licensor or before any







DDA, Vikas Sadan, New Delhi.
Estate Administration Officer (CL)
D.D.A., Vikas Sadan,
INA, New Delhi.

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Court of Law. If the licensee raises any such dispute, it shall render the licence to be cancelled forthwith.

46. The parking site will be managed by DTTDC through whatever agency it intends to utilize and 50% net revenue to be shared with DDA.

47. Re-consignment of the agreement and getting the work done at the risk and cost of the DTTDC in case of breach of Terms and Conditions of agreement.

48. In case of litigation only competent courts of Delhi will have Jurisdiction.

49. If there is any dispute, the decision of the Vice Chairman, DDA will be final and binding upon both the parties.

50. During the design and development of the adventure park, the location has to be got approved from the Director (Landscape), DDA and also the entry and parking facilities need to be examined as per the right of way of the road and parking requirement.

In the witness whereof the licensor and the licensee append their signature as hereunder to the agreement on the day, month and the year as mentioned above.

For the Licensee

[Signature]
Manager (Legal), DTTDC

13/12/07

Witnesses:

1. *[Signature]*
Programme Area

[Signature]

[Signature]
For the Licensor
Asst. Director
Commercial Land D.D.A.
N.A. Vikas Sadan, INA, New Delhi
Vice Chairman, DDA
Lease Administration Officer (CL)

D.D.A., Vikas Sadan,
INA, New Delhi

[Signature]
13/12/07

[Signature]

1. VIJAYAR PAWAR
H. No. 113-B JNANPUR JAT
S/O Dr. R. D. PAWAR

2. VIKRAMA K. PAUL
S/O S. H. L. PAUL
H/O 27-A, Dhawalgeri Apts
B/12-A Sec: 34 NOIDA

[Signature]
Commercial Land D.D.A.
N.A. Vikas Sadan, New Delhi
Lease Administration Officer (CL)
D.D.A., Vikas Sadan,
INA, New Delhi

204/0

**DELHI DEVELOPMENT AUTHORITY
COMMERCIAL LAND BRANCH**

File No. F-100(11)07/CL/ 1149

Dated:- 3-5-10

To,

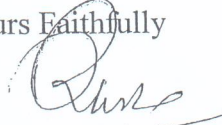
✓ **Sh. P.K. Tripathi,
Chairman & Managing Director,
Delhi Tourism & Transportation
Development Corporation Ltd.
18-A, DDA, SCO, Complex,
Defence Colony,
New Delhi-110024.**

**Sub:- Regarding to engage an Operator for Operation and Management purposes for
Soft Adventure Park at Sanjay Lake.**

Sir,

Please refer to your office letter No. Adv./6063/2006-07/DTTDC/2278, dated 09-07-09 and Minutes of the meeting held on 25-09-09 and further as per the clarification vide letter dated 11-02-2010 on the subject cited above. In this connection, it is to inform you that the Competent Authority has been pleased to consider / accept your request to engage an operator for Operation and Management purposes. DTTDC would however continue to pay to DDA its share as per the terms and conditions of the agreement stands entered between DTTDC and DDA.

Yours Faithfully



(R.K. Sharma)

Dy. Director (CL)/DDA.

204/10

**DELHI DEVELOPMENT AUTHORITY
COMMERCIAL LAND BRANCH**

File No. F-100(11)07/CL/ 1149

Dated:- 3-5-10

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✓ Sh. P.K. Tripathi,
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(R.K. Sharma)

Dy. Director (CL)/DDA.