

15 -ാം കേരള നിയമസഭ

11 -ാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 5017

04-07-2024 - ൽ മറുപടിയ്ക്ക്

വാഗമണിലെ ഗ്ലാസ് ബ്രിഡ്ജ്

ചോദ്യം		ഉത്തരം	
ശ്രീ. എൽദോസ് പി. കുന്നപ്പിള്ളിൽ		ശ്രീ. പി.എ. മുഹമ്മദ് റിയാസ് (പൊതു മരാമത്ത് വിനോദ സഞ്ചാര വകുപ്പ് മന്ത്രി)	
(എ)	വാഗമണിലെ ഗ്ലാസ് ബ്രിഡ്ജ് നിർമ്മാണത്തിന്റെ എസ്റ്റിമേറ്റ് തുക എത്രയായിരുന്നു എന്ന് വ്യക്തമാക്കാമോ; എസ്റ്റിമേറ്റിന്റെ പകർപ്പ് ലഭ്യമാക്കാമോ;	(എ)	വാഗമൺ കോലാഹലമേട്ടിലെ അഡ്വഞ്ചർ പാർക്ക് നടത്തിപ്പിനുള്ള കരാർ പ്രകാരം, സാഹസിക വിനോദോപാധികൾ ഏർപ്പെടുത്തേണ്ടത് ലൈസൻസിയുടെ ഉത്തരവാദിത്തമായതിനാൽ പദ്ധതിയുടെ എസ്റ്റിമേറ്റ് സർക്കാരിൽ ലഭ്യമല്ല.
(ബി)	വാഗമണിലെ ഗ്ലാസ് ബ്രിഡ്ജ് നിർമ്മാണത്തിനായി സർക്കാർ ടെൻഡർ വിളിച്ചിരുന്നോ ; ആർ.എഫ്.പി.യുടെ പകർപ്പ് ലഭ്യമാക്കാമോ;	(ബി)	വാഗമൺ ഗ്ലാസ് ബ്രിഡ്ജ് നിർമ്മാണത്തിനു പ്രത്യേക ടെൻഡർ വിളിച്ചിരുന്നില്ല. പൊതു, സ്വകാര്യ പങ്കാളിത്ത (PPP) വ്യവസ്ഥയിൽ വാഗമൺ അഡ്വഞ്ചർ പാർക്ക് വികസിപ്പിക്കാൻ ഡി. ടി. പി. സി. ക്ഷണിച്ച താല്പര്യപത്ര (EOI) പ്രകാരമാണ് പദ്ധതിക്കായി 'ഭാരത് മാതാ വെഞ്ചേഴ്സ് പ്രൈവറ്റ് ലിമിറ്റഡ്' നെ തിരഞ്ഞെടുത്തത്.
(സി)	പ്രസ്തുത ടെൻഡറിൽ പ്രീ ക്വാളിഫിക്കേഷൻ കണ്ടീഷൻ എന്തായിരുന്നു എന്ന് വ്യക്തമാക്കാമോ; ആദ്യം നിശ്ചയിച്ച പ്രീ ക്വാളിഫിക്കേഷൻ കണ്ടീഷനിൽ ഏതെങ്കിലും മാറ്റം വരുത്തിയിട്ടുണ്ടോ എന്ന് വ്യക്തമാക്കാമോ; പ്രീ ക്വാളിഫിക്കേഷൻ കണ്ടീഷൻ വ്യവസ്ഥകളുടെ പകർപ്പ് ലഭ്യമാക്കാമോ;	(സി)	വാഗമൺ ഗ്ലാസ് ബ്രിഡ്ജ് നിർമ്മാണത്തിനു പ്രത്യേക ടെൻഡർ വിളിച്ചിരുന്നില്ല. പൊതു, സ്വകാര്യ പങ്കാളിത്ത (PPP) വ്യവസ്ഥയിൽ വാഗമൺ അഡ്വഞ്ചർ പാർക്ക് വികസിപ്പിക്കാൻ ഡി. ടി. പി. സി. ക്ഷണിച്ച താല്പര്യപത്ര (EOI) പ്രകാരമാണ് പദ്ധതിക്കായി 'ഭാരത് മാതാ വെഞ്ചേഴ്സ് പ്രൈവറ്റ് ലിമിറ്റഡ്' നെ തിരഞ്ഞെടുത്തത്.
(ഡി)	പ്രസ്തുത ടെൻഡറിൽ ഏതൊക്കെ സ്ഥാപനങ്ങളാണ് പങ്കെടുത്തത് എന്നും എത്ര തുകയാണ് ഓരോ സ്ഥാപനവും ക്വാട്ട് ചെയ്തത് എന്നും വിശദമാക്കാമോ;	(ഡി)	PPP മാതൃകയിൽ വാഗമൺ അഡ്വഞ്ചർ പാർക്ക് വികസനത്തിനായി ഭാരത് മാതാ വെഞ്ചേഴ്സ് പ്രൈവറ്റ് ലിമിറ്റഡ് എന്ന സ്ഥാപനവും ശ്രീ. ബിനു ജോർജ്ജ് എന്ന വ്യക്തിയുമാണ് EOI സമർപ്പിച്ചത്.
(ഇ)	ഏതു സ്ഥാപനത്തിനാണ് പ്രസ്തുത നിർമ്മാണ കരാർ നൽകിയത് എന്ന് വ്യക്തമാക്കാമോ; കരാറിന്റെ പകർപ്പ് ലഭ്യമാക്കാമോ?	(ഇ)	എറണാകുളം പെരുമ്പാവൂർ കൂവപ്പടി തോട്ടവയിലെ ഭാരത് മാതാ വെഞ്ചേഴ്സ് പ്രൈവറ്റ് ലിമിറ്റഡിനെയാണ് വാഗമൺ സാഹസിക വിനോദ കേന്ദ്രം വികസിപ്പിക്കാനുള്ള പങ്കാളിയായി തിരഞ്ഞെടുത്തത് (ഡി. ടി. പി. സിയും കമ്പനിയുമായി ഒപ്പുവച്ച കരാറിന്റെ പകർപ്പ് അനുബന്ധമായി ചേർക്കുന്നു).



കേരളം കേരള KERALA

DL 836449

LICENSE AGREEMENT FOR OPERATION OF ADVENTURE PARK

The present License Agreement is being executed on this **Monday, 12th** day of December 2022 in Idukki by and between: -

District Tourism Promotion Council, Idukki (DTPC), a government body having its registered office at Civil Station Idukki, Painavu. P.O, Pin 685603 being represented through its **Secretary, Sri. JITHEESH JOSE, S/o Sri. M.J. Joseph, Authorized signatory of DTPC** who had been duly authorised to sign the present agreement. DTPC is hereinafter referred to as "Licensor" "First Party"

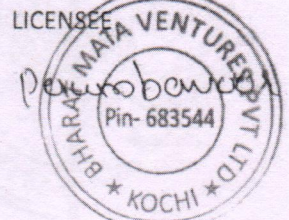


No: 21612.. Date: 11/12/22 Rs. 100/-

Bharat mata Ventures Pvt Ltd

Sruthy.S

Stamp Vendor, Perumbavoor



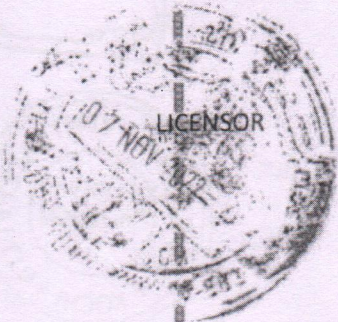


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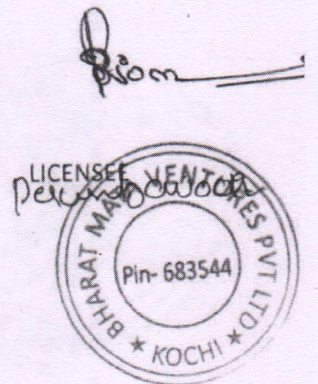
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And

M/s Bharat Mata Ventures Pvt Ltd having its office at XX/23/E, Vallom - Kodanadu Road, Thottuva, Koovapady.P. O. Perumbavoor, Ernakulam District, Kerala, Pin- 683544, represented by **Sri. JOMY POONOLY, Managing Director** who is authorized to sign the present agreement. The M/s Bharat Mata Ventures Pvt Ltd is herein after referred to as "Licensee" "Second Party"



No: 21611 Date: 11/11/22 Rs. 100/-
Bharatmata Ventures Pvt Ltd
Sruthy.S
Stamp Vendor, Perumbavoor



Wherein the Licensor and Licensee are individually referred to as "Party" jointly referred to as "Parties" and the expression "Licensor" and "Licensee", shall mean and include their respective heirs, successors, representatives, nominees, assigns, administrators, executors, transferee(s), beneficiary(ies), legatee(s) etc.

1. ARTICLE 1: DEFENITION & INTERPRETATION

1.1 DEFINITION

The words and expressions defined in this agreement shall, unless repugnant to the context or meaning thereof, have the meaning ascribed thereto herein, and the words and expressions defined in the schedules and used therein shall have the meaning ascribed thereto in the schedules;

"DTPC" means District Tourism Promotion Council, Idukki

"Adventure Park" means Adventure Park Vagamon at Kolahalamedu, Vagamon, Idukki.

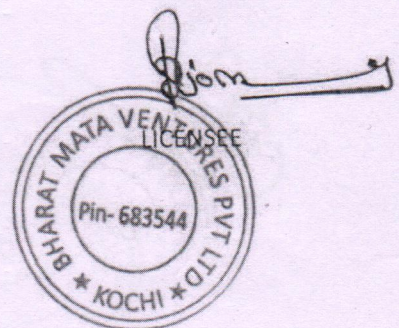
"Agency / Operator" means Licensee

"Accounting Year" means the financial year commencing from the 1st day of April of any calendar year an ending on the 31st day of March of the next calendar year.

"Agreement" means this agreement, the schedules hereto and any amendments thereto made in accordance with provisions contained in this agreement;

"Agreement Date" means the date of execution of this agreement;


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

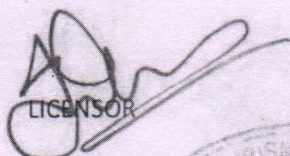
"Application Permits" means all clearances, licenses, permits, authorizations, no objection certificates, consents, approvals and exemptions required to be obtained or maintained by the operator under applicable laws during the subsistence of this agreement;

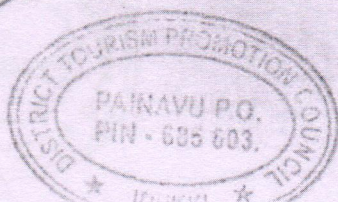
"Approvals" means all approvals, permissions, authorizations, consents and notifications from any Governmental Authority, regulatory or departmental authority including, but not limited to the approvals of the concerned Local Self Government Bodies and any other regulatory authority, as may be applicable.

"Business Day" means a day on which banks are generally open for business in the State of Kerala in India;

"Clearance" means as on the date of execution of this agreement, any consents, licences, approvals, permits, exceptions, registrations, fillings or other authorizations of whatever nature, which is necessary for native implementation of the project;

"Competent authority" means any agency, authority, department, ministry, public or statutory person of the Government of Kerala, or any local authority, or any other sub-division thereof with authority over


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aspects of implementation of the project having jurisdiction over all or any part of the project facility or the performance of all or any of the services or obligations of the operator under or pursuant to the concession;

"Effective Date" means the date on which possession to the project facility is provided to the operator, as a licensee, with leave and license rights in respect of the project facility

"Financial Year" shall mean the year commencing from 1st April of any calendar year and ending on 31st March of next calendar year.

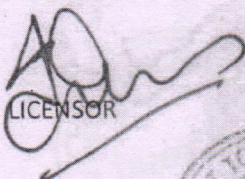
"Force Majeure" or "Force Majeure Event" shall mean acts, events, conditions or occurrences beyond the control and not arising out of the fault or negligence of the affected party and shall include acts of god such as earthquake, lightning, tempest, fire, acts of war, riot, bombing, terrorist acts and agitations;

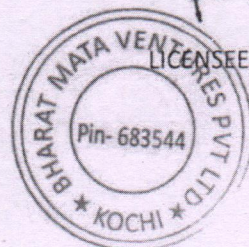
"Parties" means the parties to the agreement collectively and **"Party"** shall mean any of the party of this agreement individually;

"Licensee fee" shall mean and include all such charges detailed and described in clause three of the agreement.

"Termination" means the expiry of the agreement period or termination of this agreement

"Termination Notice" means the communication issued in accordance with this agreement by one party to the other party terminating this agreement

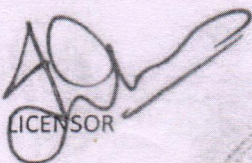

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1.2 INTERPRETATION

In this agreement, unless the context otherwise requires:

1. The headings in this Agreement are for convenience only and shall not be deemed to be part hereof or be taken into consideration in the interpretation of construction of this agreement.
2. Words importing the singular include the plural and vice versa;
3. Words importing "it" or a gender include any gender;
4. A reference to an article, clause, party, schedule or exhibit is a reference to a part and clause of, and a party and schedule to, this Agreement and a reference to this Agreement includes any schedule;
5. A reference to any statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing them, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute
6. A reference to a document includes any written amendment or supplement to, or replacement or novation of, that document;
7. A reference to a party to any document includes that party's successors and permitted assigns;
8. Reference to a time and date concerning the performance of any obligation by a party is reference to the time and date in India;


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9. Any express statement of a right of a party under this agreement is without prejudice to any other right of that party expressly stated in this agreement or arising at law.

Recitals to this agreement are a part of this agreement and binding on both the parties.

2. SCOPE OF THE PRESENT AGREEMENT

2.1 The licensed premises shall mean DTPC's Adventure Park, Kolahalamedu Vagamoh, Idukki District and the adventure park itself.

2.2 It is further clarified that except for right to the use of licensed premises as outlined in this agreement, nothing in this agreement shall constitute or be construed as the accusation of any ownership interest or assignment of the title or legal or moral right by licensee to the licensed premises.

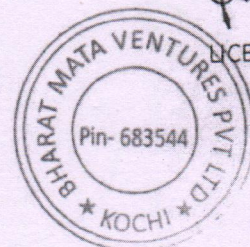
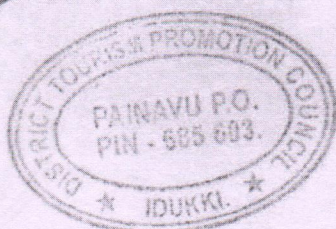
3. TERMS AND CONDITIONS OF LICENSE

3.1 The Licensee is granted a license to implement and operate the activities outlined in Appendix 1 and new facilities mentioned in Appendix 2 for the term of this Agreement. Whereas the licensee may approach the licensor for implementation of new activities and facilities in line with trends in the industry to maintain competitive edge.

3.2 The Licensee has the sole right to fix the prices of the adventure activities, products and services in the facility area, sell tickets for the same and collect money from the general public.

3.3 The Licensee agrees to provide the Licensor with necessary information to enable accurate monitoring of the number of tickets sold. The tallying


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shall be done on a daily basis after the close of business operations and signed off immediately by the DTPC in-charge, and the Activity Manager appointed by the Licensee

- 3.4 The Licensee agrees to collate a monthly report based on the daily tally and submit it to DTPC, detailing the different activities undertaken and the number of tickets sold in the previous month

3.5 REVENUE SHARING

a. Adventure Activity Zone: Income Sharing

The Licensee shall pay an amount equivalent to 30% of the previous month revenues (excluding GST) to DTPC per month, in arrears, as rent. This amount shall be calculated based on the monthly report submitted by the Licensee.

b. Facilities Zone: On lease

Rain Shelters-12 Nos. 1 shelter @ Rs.12,000 per year. Total Rs.1,44,000/ year

Souvenir shops -7 Nos. 1 shop @Rs.30,000 per year. Total Rs.2,10,000/ year

- c. The Licensee shall make all payments via bank transfer to
District Promotion Council Idukki

A/c No. 57065601889, State bank of India

Painavu Branch, IFSC code: SBIN0070027

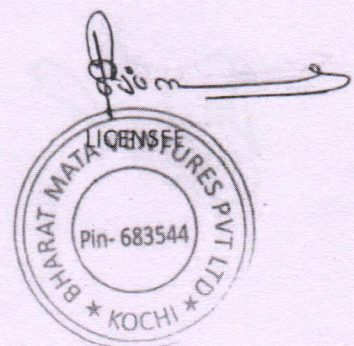
- d. The Licensee undertakes to pay all the Electricity charges and water charges which shall be payable by the licensee to the licensor.

4. ARTICLE VI: TERMINATION & CONSEQUENCES

4.1 EFFECTIVE DATE OF THIS AGREEMENT

The Effective date of this agreement is **12th day of March 2023.**


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4.2 TERM

This Agreement is effective from the Effective Date and shall remain in force for a period of five years (5years) unless terminated earlier.

4.3 TERMINATION

- a. The agreement shall stand terminated on **12th day of March 2028**. It may be extended for a further **5 years** on mutual agreement by both Parties.
- b. The agreement can be terminated by the licensor with notice of 90 days if licensee is proven to have breached any term of the agreement, including without limitation, breaching the scope of the license granted or obligation under this agreement.
- c. Either party may terminate the present agreement for convenience by sending written intimation to the other party of such termination giving at minimum a three months' notice.
- d. Further, the both Parties agree that if the Licensor terminates this agreement for convenience, the licensee shall dismantle the components of the adventure activities and facilities installed at the site. All such removals should be done within two months of the Effective date of termination.

5. SPECIFIC TERMS AND OBLIGATIONS

5.1 The licensor obligations under the agreement shall be as stated below: -

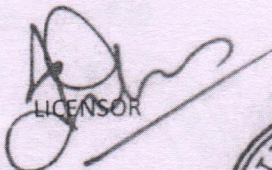
- a. The Licensor agrees to procure any license required from local bodies or government departments for the use of the Licensed premises and make available the same to the Licensee

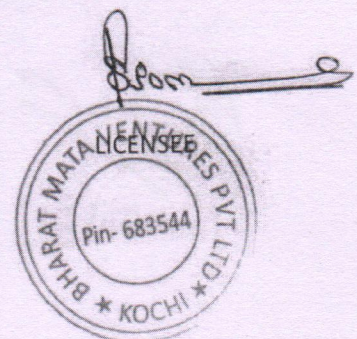

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- b. Except for the above, the licensee shall be obligated to procure all other licenses which may include but not be limited to statutory licenses of local bodies, health authorities, police etc. The licensor shall provide its "No Objection Certificate" for procuring and maintaining such licenses on demand or written permission being sought by Licensee from the Licensor.
- c. The Licensor undertakes to issue such No Objection Certificate as and when demanded by licensee within 1 week of receiving such written request from the Licensee.
- d. The licensor may deny or withdraw such "No Objection Certificate" if the licensee fails to honour its part of obligation under the licence agreement.
- e. The Licensor agrees to make all efforts to market and promote the adventure activities and facilities provided by the Licensee at adventure park, and give wide publicity to the activities. The name and logo of adventure park and Bharat Mata Ventures shall be included in all marketing promotional material produced by DTPC at no extra cost to the Licensee.
- f. The licensor guarantees commitment to the licensee of not providing similar license to operate in same location or nearby locations in Vagamon for activities / similar activities covered in this agreement.
- g. The licensor agrees and undertakes to be bound to hand over peaceful possession of the licensed premises along with all the lands and internal roads in properly maintained condition with front gate access and sufficient car parking near the entry gate to the licensee to commence effective date of agreement.


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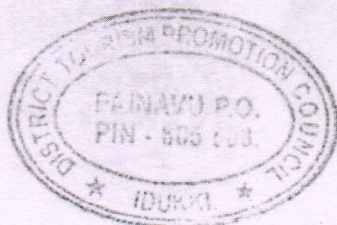


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5.2 The licensee in terms of being awarded the present licensee in terms of license agreement shall be bound and shall have following obligations as under: -

- a. The licensee undertakes to ensure that all persons employed by the licensee shall at all times and for all purposes shall be employees of the licensee directly engaged by the licensee, who alone shall be liable and responsible for payments of all kinds of wages, salaries, remunerations and other benefits etc. to them without claim or reimbursement from DTPC.
- b. The licensee undertakes to ensure that the character antecedents of such personal deployed by it for work shall be duly verified and shall produce a police verification certificate on demand by licensor.
- c. The licensee undertakes to ensure and comply with all safety provisions as per industry standards. The licensee shall ensure and educate all his staff/workers of the safety procedures. The licensee undertakes to keep the licensor indemnified against any such breach or neglect on part of licensee.
- d. The Licensee undertakes not to employ any men or women below the age of 18 years.
- e. The Licensee hereby agrees that, it shall be the sole duty of licensee to procure/get sanction of any additional electricity load, water connection, gas connection, etc. from relevant agencies. The Licensee shall give "No Objection Certificate" in terms of clause 5.1 of the present License Agreement. The licensee shall be solely responsible for making any payment on this account. The licensee undertakes not to claim any reimbursement from the licensor.


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- f. The licensee hereby undertakes not to carry out any material addition or alteration in the licensed premises, so as to bring any structural changes therein with or without any damage there to, with the exception of any structures such as pillars, ramps or anchor blocks that may be necessary for the construction of the adventure activities. The Licensee shall submit relevant plans and proposed estimate of construction procure prior approval in writing from the Licensor for any such construction. The Licensor agrees to provide necessary approval within a reasonable time frame.
- g. The licensee shall be entitled to carry out necessary repairs and or renovations in the licensed premises with prior written approval of the licensor. The licensee hereby undertakes not to claim any such expenditure which it may entail directly or indirectly from licensor, except in cases where such repair or renovation is necessitated due to the actions of the Licensor.
- h. The licensee shall not store any goods not permitted by law including those of hazardous, explosive, flammable or combustible in nature that may cause risk by fire, explosion or good/material which on account of their weight or nature may cause damage to the licensed premises. The licensee in event of any such damage being caused due to such event shall keep: -
- i. The licensor indemnified from any claims of whatsoever nature arising due to such acts of licensee.
- ii. The licensee shall be responsible for all damages arising due to the some to the licensor property and undertakes to repair/bear all cost to repair the said damages.

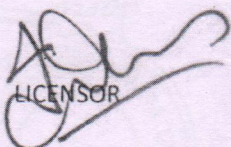

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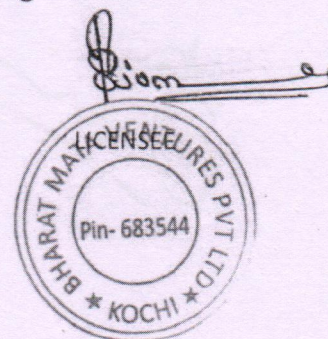
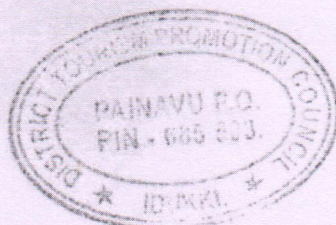


- 21
- i. The licensee agrees and acknowledges that the premises for which license is being granted over licensed premises is a public premises within the meaning of public premises (Eviction of unauthorised Occupants) Act, 1971 or such acts as may be in force from time to time on this behalf.
 - j. The licensee agrees and undertakes to be bound to hand over vacant and peaceful possession of the licensed premises along with all the lands, building, fittings and fixtures to the licensor or expiry, revocation, termination of the license.
 - k. The licensee shall at all times undertakes, agrees and acknowledges to provide contact details and update them as and when there are any changes to them.
 - l. The licensee undertakes and agrees to follow / the colour scheme and design for various hoarding/display boards as approved by DTPC.
 - m. The licensee undertakes and agrees to prominently put the logo of licensor on any publicity material or additional directional boards, signage's, websites etc which shall be published or made at the Cost of Licensee.

6. UNDERTAKINGS BY LICENSEE

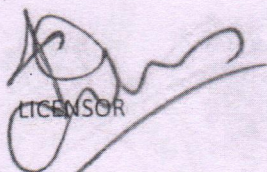
- 6.1 The licensee hereby unequivocally and unconditionally undertakes to do the following acts.
- a. The licensee shall keep the licensor indemnified against any losses, damages, cost or risk both pecuniary and non-pecuniary arising out of

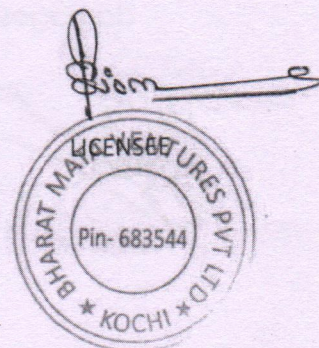

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the said acts states below which the licensee undertakes to keep the licensor Indemnified against any claims arising due to the same including but not limited to PF, Bonus, Workmen Compensation, ESI, C.L (R&A) Act, Migrant Labour Act, Essential Commodities Act, Food Adulteration Act and / or such other Act or Laws, regulations passed by Central, State, Municipal and Local Self Government Department / Agency or any similar claims of similar nature.

- b. The licensee undertakes to comply with all rules and regulations in respect to labour laws & Statutory Requirements and shall be solely responsible to comply with the same. The Licensee shall not make any claim whatsoever against the Licensor with respect to such compliance.
- c. The Licensee hereby undertakes and acknowledges that the licensor shall have full rights to test, interview, otherwise assess or determine the quality of Licensee employees/workers deputed in its premises. The Licensee shall be bound to expel any workmen/employee if being directed so by Licensor for a valid reason.
- d. The licensee shall engage fully trained and adequately experienced staffs, who are medically fit and free from any infectious diseases. The Licensee shall get the medical examination of his employee once every 12 months and submit the said test report to licensor from authorized local body or from body as many be directed by Licensor.
- e. The Licensee undertakes to keep the Licensor indemnified against all or any personal and third-party claims whatsoever arising out of any act, of omission or commission on part of any of the employees of the Licensee whether committed, omitted or arising within or without the scope of License Agreement.


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- f. The Licensee undertakes to get indemnity certificate/risk waiver form from user indemnifying DTPC and Licensee against any loss/damage/injury caused to user for participating in any high-risk adventure activities. The Indemnity Certificate shall be properly documented and kept in safe custody of Licensee to be produced as and when demanded by Licensors.
- g. The Licensee undertakes not to cut any trees in the premises and shall be liable for upkeep and maintenance of all such trees in the Licensed Premises.

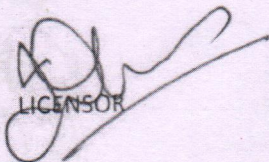
7. JURISDICTION AND GOVERNING LAW

7.1 ARBITRATION

In the event a dispute, difference or claim arises out of or in connection with the validity, interpretation and implementation of this Agreement, the Parties shall attempt in the first instance to resolve such dispute through friendly consultation that shall be reduced to writing. In the event that such consultations do not resolve the matter within 30 calendar days, then all disputes' differences or claims arising out of or in connection with this Agreement including, without limitations, any question regarding its existence, validity, construction, performance, termination or alleged violation shall be referred to the Executive Committee / Governing Body of DTPC, Idukki and the proceedings shall be conducted in English language. The parties hereby agree that the Chairman of Licensors shall have the right to refer the matter.

7.2 JURISDICTION AND GOVERNING LAW

The parties further agree that the terms and provisions of this Agreement will be governed by and construed in accordance with the laws of the State of Kerala and in case of dispute the courts of Thodupuzha shall have exclusive jurisdiction.


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8. MISCELLANEOUS PROVISION

8.1 CONFIDENTIALITY

The Parties hereby agree that all discussions and communication exchanged, whether oral or written (including but not limited to electronic mails, snail mails, registered posts, short message services such as sms, mms etc.) and all Documentation exchanged by the Parties, including the contents of this Agreement ("Confidential Information") shall remain confidential and shall not be disclosed to any Third Party.

8.2 NON-SOLICITATION

Each Party shall neither, directly or indirectly, solicit nor offer employment or engagement to any of the Employees of the other Party during the term of this Agreement or for a period of twelve months after its Termination or expiry of the Term.

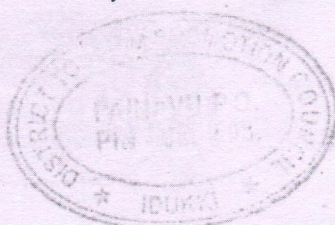
8.3 BINDING PROVISION

Parties shall be bound by and comply with the terms and conditions of this agreement. The Parties undertakes with each other to exercise their powers in relation to this Agreement and in a manner consistent with this Agreement.

8.4 ASSIGNMENT

Except as provided in this Agreement, this Agreement shall be binding on and shall inure for the benefit of each Party's successors. Either Party may assign its rights under this Agreement, in favour of any Affiliate.


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8.5 NO PARTNERSHIP

Nothing contained in this Agreement shall be construed to create a partnership or any other fiduciary relationship between the parties unless otherwise specifically provided herein.

8.6 ENTIRE AGREEMENT

This Agreement set forth the entire agreement and understanding between the parties.

8.7 FORCE MAJEURE

Each Party will be excused from performance of its obligations under this Agreement if and to the extent that such performance is hindered or prevented directly or indirectly by reason of any earthquake, riot, armed conflict, acts of terrorism, accident, unavailability/ breakdown of normal means of transport strike, lock out, labour disturbance, government action, or Acts of God or any other matter whatsoever beyond its control ('Force Majeure Event'). The Parties may mutually agree to adjourn the date of termination by the tenure of days lost on accord of such force majeure.

8.8 WAIVER

A Party's failure to insist on strict performance of any provision of this Agreement shall not be deemed to be waiver thereof or of any right or remedy for breach of a like or different nature. Subject, as aforesaid, no waiver shall be effective unless specifically made in writing and signed by a duly authorized officer of the party granting such waiver.


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8.9 NOTICES

All notices or other communications to be given under this Agreement to any party shall be made in writing and sent by letter or facsimile transmission or e-mail (unless as otherwise stated herein) and shall be deemed to be duly given or made when delivered (in the case of personal delivery), when dispatched (in the case of facsimile transmission) or five (5) calendar days after being dispatched by courier or ten (10) calendar days after being deposited in the post, postage prepaid, by the quickest mail available and by registered mail if available (in the case of a letter) to such party at its address or facsimile number as such Party may hereafter specify for such purpose to the others by notice in writing.

In the case of notice given to:

(a) LICENSOR


Attention : Sri. JITHESH JOSE, Secretary, DTPC Idukki
Tel : +91 96454 54500
E-mail Id : info@dtpcidukki.com

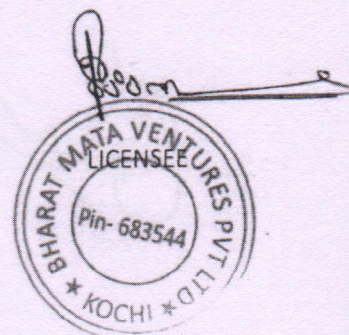
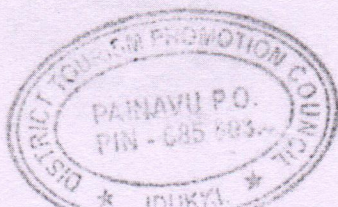
(b) LICENSEE

Attention : Sri. JOMY POONOLY, Managing Director
Mobile : +91 97456 01235
E-mail Id : bharatmataventures@gmail.com

8.10 PRIVACY OF CONTRACT

Only a party may enforce terms of this Agreement.


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8.11 PRIVACY OF CONTRACT

A provision contained in this Agreement is enforceable independently of each of the others and its validity will not in any way be affected by the invalidity or unenforceability of any other provision hereof.

8.12 REMEDIES

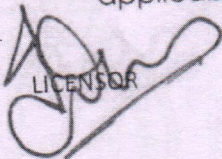
No remedy conferred by any of the provisions of this Agreement is intended to be exclusive of any other remedy which is otherwise available at Law and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereunder or now or hereafter existing at Law. The election of any one or more of such remedies by a Party shall not constitute a waiver by such Party of the right to pursue any other available remedies.

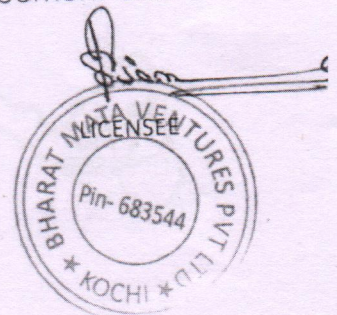
8.13 CAPTIONS

The captions of any articles, paragraphs or sections hereof are made for convenience only and shall not control or affect the meaning or construction of any other provision hereof and pursuant to the rules of construction, each section shall be known by its plain meaning.

8.14 GENERAL

This Agreement shall govern all conceivable aspects of the transaction contemplated herein. The Buyer and Agent agree to execute any addendum to this Agreement or in any other manner, manifest their intention for the purposes of enabling the Parties to overcome the difficulties of compliance on any aspect touching upon or incidental to or arising out of the consequence of effecting this Agreement and without limitation include compliance under any Law as applicable. Any disputes arising between the Parties with respect to the aforesaid agreed arrangements shall be resolved in accordance with this Agreement and applicable law hereof.


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IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS
OF THE LAST DATE WRITTEN HEREIN BELOW ON WHICH EITHER PARTY HAS
EXECUTED THIS AGREEMENT.

Signed and delivered by

Sri. JITHESH JOSE, Secretary

District Tourism Promotion Council

Civil Station Idukki, Painavu.P. O, Pin 685603



(On behalf of Licensor)

Signed and delivered by

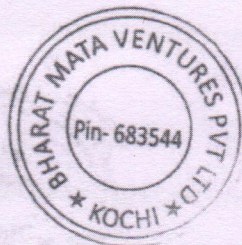

Sri. JOMY POONOLY, Managing Director

Bharat Mata Ventures Pvt Ltd

XX/23/E, Vallom - Kodanadu Road,

Thottuva, Koovapady.P. O

Perumbavoor, Ernakulam District, Kerala

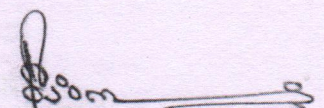


(On behalf of Licensee)

In the presence of witness:

1.

2.


LICENSOR
Bharat Mata Ventures Pvt Ltd
Pin-683544
Kochi

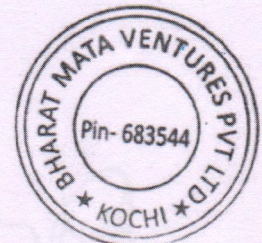
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Appendix 1

Proposed Adventure activities at Adventure Park, Vagamon,

1. Human Gyro
 2. Bungee Trampoline
 3. Trampoline Park
 4. Giant Swing
 5. Rocket Ejector
 6. Sling Shot
 7. Zipline cycling
 8. Roller coaster Zipline
 9. Multi activities on tower
 10. Glass Bridge
 11. Kids Train & amusement rides
 12. Kids Multi Activities
 13. 9D Virtual Reality
 14. Fountain dance
 15. Net Climbing
 16. Amusement Centre
- | | | | |
|---------------------------|------------------------|-------------------|-------------------|
| (a) Dashing Cars | (b) Air Hocky | (c) Foos ball | (d) Candy catcher |
| (e) Electronic Basketball | (f) Electronic bowling | (g) Play Stations | |


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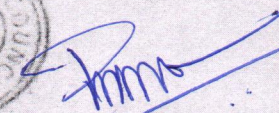
LICENSEE

Appendix 2**Proposed New Facilities at Adventure Park, Vagamon, Idukki**

1. Mothers Lounge
2. 3D Photo studio
3. Photo Printing
4. Foot Massage
5. Juice Bar
6. Ice Cream shop
7. Nachos and popcorn
8. Chocolate and spices
9. Coffee shop
10. Nandan Chayakada & food court
11. Handicrafts
12. Toys/ Gifts
13. Art Gallery
14. Caricature Studio
15. Souvenir Shops
16. Exhibitions and Events


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സെക്ഷൻ ഓഫീസർ

