

LICENCE AGREEMENT

This agreement is made at New Delhi on this _____ (day) of _____ (month) _____ (year) between India Trade Promotion Organisation, a Government of India Enterprise, having registered office at Bharat Mandapam, New Delhi-110001 herein after referred to as "ITPO/First party, through _____ (Officer from BDD, ITPO) who has beenduly authorized by Chairman & Managing Director, ITPO to execute the present agreement. That the said expression ITPO / FIRST PARTY shall mean and include its assignees, transferees, etc.

And

(Name and Address)

_____ hereinafter referred to as "ORGANISER" / SECOND PARTY who desired to hold a trade event with name and seal of _____ during _____

covering products _____ in Bharat Mandapam, New Delhi – property of exclusive use and possession of ITPO. That thesaid expression "ORGANISER" / SECOND PARTY shall mean and include its assignees,transferees etc.

ITPO hereby agrees to grant permission to the organizer to organize the above event in Bharat Mandapam on terms and conditions, as set out below:

A. OCCUPIED AREA:

1. The ORGANISER/Second Party will occupy a total space of _____ Sq. Metres in Hall Nos. _____, open area (including open(covered)) measuring _____ Sq. Metres located within the area of Bharat Mandapam, which is thesole and exclusive property of ITPO / First Party.

2. ITPO/First Party shall hand over possession of the above permitted area at 10:00 hrs. on _____ and take back possession of these halls at 10:00 hrs on _____ from the ORGANISER/Second Party. This specified period is inclusive of setting up and dismantling period and is hereinafter known as the "LICENCE PERIOD".

3. ITPO, in case intends to undertake any construction, resulting in modification of plans, design, functioning or general appearance of the above-mentioned halls, or the licensed space; shall inform the ORGANISER in writing any time before or during the "licensed period" and the ORGANISER shall have no objections to the decision communicated by ITPO and the decision of the ITPO in this regard shall be treated as final and conclusive.

4. ITPO in case of undertaking a Modernization Programme of facilities in Bharat Mandapam, ITPO, will inform the ORGANISER in advance of any dislocation or unavailability of the Halls blocked by the ORGANISER. In such an eventuality, ITPO's liability is limited to refunding the advance licence fee received from the ORGANISER. It will be ITPO's endeavour to give an advance notice before the "licensed period" referred to in para 2 of this agreement.

B. LICENCE FEE AND SERVICE CHARGES:

5. ITPO shall charge licence fee for the licensed space from the ORGANISER at the following rates in Indian Rupee per sqm per day, hereinafter known as "licence fee", for the gross area of the Halls and foyers.

Mounting Days:

Halls _____ Rs. _____ per sq m per day

Open / Open-Covered Area _____ Rs. _____ per sq m per day

Event / Exhibition Days:

Halls _____ Rs. _____ per sq m per day

Open / Open-Covered Area _____ Rs. _____ per sq m per day

Dismantling Days:

Halls _____ Rs. _____ per sq m per day

Open / Open-Covered Area _____ Rs. _____ per sq m per day

Mezzanine Floors _____ Rs. _____ per day

Foyers (if Halls 1 to 6 & 14):

Non-Commercial Usage _____ Rs. _____ per day

Commercial Usage _____ Rs. _____ per sq m per day

6. The ORGANISER hereby agrees to pay the licence fee at the above mentioned rate along with the mandatory charges for general water, conservancy, AC/Blower as applicable from time to time and also pay for additional services such as stand lighting, additional electricity, power connection & consumption, facilities, branding sites, and other services, service tax / GST, etc. at the rate as advised and informed by ITPO from time to time, which shall be

subject to revision by ITPO at its sole discretion.

7. The ORGANISER shall pay 10% security deposit over the billing amount to ITPO. The deposit will be refunded after adjusting all dues to ITPO from the organizer and the same will not attract any interest.

8. ITPO will provide power, water, and other services, subject to limitations of availability, on payment of such service charges as advised and informed by ITPO from time to time.

C. PAYMENT OF FEES:

9. The ORGANISER shall arrange payment of licence fee and other service charges to ITPO as per statement given at Annexure-I and as per the following time schedule:

Licence Fee for Halls and Other Facilities & Services:

Licence Fee Payable	Amount / Percentage of licence fee	Cumulative Percentage of licence fee payable
On application	Application money as per schedule	
Booking Money on Approval / Allotment of space and facilities	5% of licence fee minus application money or Rs. 25 lacs, whichever is less	5% of licence fee minus application money or Rs. 25 lacs, whichever is less
Two years before start of the tenancy	5% of licence fee or Rs. 50 lacs, whichever is less	10% of licence fee or Rs. 50 lacs, whichever is less
One year before the start of the tenancy	7.5% of licence fee	17.5%
Eight months before the start of the tenancy	17.5% of licence fee	35%
Four months before the start of the tenancy	15% of licence fee	50%
15 days before the start of the tenancy	50% of licence fee + Facilities + Services	100% + Facilities + Services
Refundable Contingency Charges - 15 days before the start of the tenancy	10%	100% + Facilities + Services Plus 10%

The Licence Fee includes general lighting in the ceiling of halls, street lighting and general security on the gates in Bharat Mandapam. Request for Indents for stand lighting, air - conditioning, additional electricity, additional power connection & consumption, branding sites, other facilities and services are to be made at least 21 days before the commencement of tenancy period. Any services requisitioned with less than 24 hours notice period will be subjected to 10% additional service charges.

10. a) Organizers are required to follow the above payment schedule. In case of delay in the prescribed payment schedule, interest will be payable @ 2% (per month) from the due date, on the due amount, till the payment is realized in ITPO. It may also be noted that the charges for the delayed payment received in ITPO will be charged in the final invoice taking into consideration the payments made by the organiser and the concerned orders/circulars of ITPO.

Further, the refundable security deposit will be payable by the organisers 15 days before the start of tenancy.

b) Non-compliance of the above payment schedule shall attract annulment of this contract at the sole discretion of ITPO as well as forfeiture of the amounts paid/deposited by the ORGANISER.

11. Payment may be made through 'Online Portal for Third Party Events' **only**. However, in exigencies, the payment can be made either through bank transfer to India Trade Promotion Organisation.

The details of the bank account are as below:

<u>Name of the Bank</u>	Central Bank of India, Pragati Maidan, New Delhi
<u>Saving Account Number</u>	1167404133
<u>RTGS Code</u>	CBIN0284078
<u>MICR Code</u>	110016150
<u>ITPO's PAN</u>	AAATI2955C

12. In case of surrender of space, the ORGANISER shall be required to pay penalty to ITPO as percentage of the licence fee depending upon the notice period calculated from the commencement of tenancy period; as follows:

Exhibition Period (Notice period to be taken from the date of tenancy)	Compensatory Payment as % of Licence Fee for surrendered space for both seasons [Peak (Sept to Feb) and Lean (Mar to Aug)]
366 Days and above	3%
271-365 Days	5%
181-270 Days	10%
91-180 Days	20%
16-90 Days	40%
0-15 Days	100%

No part surrender of the exhibition halls is allowed. If a hall has to be surrendered, the complete hall will have to be surrendered.

D. WORK:

13. The ORGANISER shall adhere to the Engineering and Architectural Guidelines of ITPO in the execution of construction work.

14. The ORGANISER shall not issue any instructions to its contractors/subcontractors/agents, which are not in accordance with prevailing rules & regulations of ITPO.

15. The ORGANISER hereby undertakes to hand over vacant licensed space at the end of licensed period at 10.00 a.m. on _____ (Following day of last day of tenancy) and if the ORGANISER fails to comply with the deadline, the ORGANISER shall be liable to pay penalty which would be the double of licence fee, for the number of days of overstay. Apart from collecting penalty, ITPO shall be at liberty to remove, confiscate and dispose of the materials of the organizer and its exhibitors/contractors at the risk and cost of the ORGANISER.

16. The ORGANISER hereby agrees to inform in writing at least 4 (four) weeks in advance its intention to establish catering services and the space earmarked for the same within the

licensed space and only on prior approval of ITPO in writing, the said catering services will be operated by the organizer, and the ITPO will have the sole discretion to allow or disallow the operation of catering services without assigning any reasons thereof.

17. The ORGANISER hereby agrees to adhere to ITPO's F&B guidelines related to 3rd Party Events in Bharat Mandapam issued vide various circulars and any amendments in them from time to time.

18. The ORGANISER agrees to the following general rules:

a) That entry and exit of exhibition goods and materials shall be only through the Gates earmarked for that purpose.

b) That all exhibition goods inside the Bharat Mandapam shall be handled by the empanelled Cargo Agent(s) of ITPO. No other agency will be permitted to operate in Bharat Mandapam.

c) That exit of exhibition goods shall be through Exit Passes duly authenticated by Security Division at the conclusion of the event.

E. OBLIGATIONS OF THE ORGANISER:

19. The rights of occupation of ORGANISER are limited to the licensed space and licensed period only.

20. The ORGANISER is allowed to carry on/carry out activities in licensed space related to licensed programme including decoration, customer service, seminars, trade promotion, press coverage and other public relations activities not prohibited by law of land.

21. For the third-party event / exhibition in the Exhibition Halls at Bharat Mandapam, New Delhi, ITPO provides the bare halls with lighting, electricity, water, A/C & other services, while the organisers will have to themselves undertake the fabrication of the stalls, booths, conference facilities etc. including the construction/decoration/electrical installations while ensuring that they adhere to the Architectural & Fire Safety Norms, by employing any vendor / agency / organisation from the open market. *(it may be noted that ITPO does not have any empanelled agency such as M/s ITDC etc.)*

22. The ORGANISERS hereby undertake to comply with Engineering, Architecture, F&B and Security guidelines of ITPO. To ensure the same, the ORGANISERS hereby agree to rectify/correct violations/deviations in the Construction/Architecture guidelines immediately when pointed out, failing which the ORGANISERS will be liable for penal action as per ITPO's guidelines. The whole responsibility of security/safety from any mishap/hazards i.e. fire/stampede etc. shall lie with the ORGANISERS.

23. The ORGANISER or his appointed agents shall take suitable insurance policy against work/display related accidents for the workers' insurance policy for work force deployed participants and visitors. And there is no liability of ITPO for any kind of loss.

24. The ORGANISER hereby undertakes to keep the approach ways/roads/lanes connecting the licensed space, official and exit (cargo and visitors) in good condition during the licensed period and in the event of non-compliance, any amount spent by ITPO on this account shall

be made good within 7 days from the date of receipt of notice of demand from ITPO.

25. The ORGANISER shall ensure that the exhibitors and those manning the booths are properly attired. Any dress crossing the limits of decency will not be permitted. Any violation will attract penalties besides other action under appropriate law.

26. Following Points are to be followed by the ORGANISER(S):

- A.** The ORGANISER hereby undertakes to submit a copy of following approvals / Certificates before the commencement of tenancy:
- (i) Fire Safety Certificate – detailed list of equipment provided and no. of fire guards to be placed on duty must be mentioned. *Fire Tender(s), with staff, must be hired and placed on location during tenancy period.*
 - (ii) **Additional CP / Jt CP - Casual Performance Licensing Approval from Licensing Unit of Delhi Police**
Sr. no. (ii) (which is consequent upon the below clearances is mandatory for holding of event as per Govt rules; and needs to be finally submitted.
[Clearance from Delhi Fire Service, NOC from Local Police, NOC from DCP Traffic, Delhi, NOC from Entertainment Tax Authorities, Electric Certificate from Electrical Inspector, 5, Sham Nath Marg, Delhi]
 - (iii) Public Liability Insurance Certificate (may not need separate if included in the Comprehensive Insurance policy as below)
 - (iv) Insurance Certificate as per para of 'Insurance' in the Terms & Conditions of the Licensing Guidelines - Fire / General Insurance / Comprehensive Insurance
 - (v) Electrical safety certificate - from the employed construction/decoration/electrical installations agency
(along-with a copy of their licence issued by govt.)
 - (vi) Fire retardant certificate / declaration for booth construction / stall fabrication & material used therein
 - (vii) F&B vendors' papers like registration / safety certificate / licence for operation along-with the declaration of them being employed in the event
 - (viii) A copy of the Liquor Licence, if liquor will be served in your event, may also be provided)
 - (ix) *The "Health Trade Licence" in reference to the F&B facility for the public, if being put up in the premises, has to be procured from the concerned department in Delhi (MCD) and shown on demand to the Inspector(s) from the said Govt. Dept. / on-duty ITPO official(s) during the event.*
 - (x) Copy of the licence from the Recorded Music Performance Limited (RMPL) and from the Indian Performing Rights Society Limited (IPRS) for playing music in the Special / Corporate events / Third-party Events to be organised at Bharat Mandapam well before the commencement of the programme.
- B.** All the third-party event organisers are mandatorily required to submit the layout plan(s) of the event to the BDD for onward submission to the Architecture Division of ITPO for their review/processing/approval, at least 10 (ten) days before the start of the tenancy of the event, to ensure timely processing & implementing changes, if required.

- C.** Organisers are advised to follow layout Plan approved by ITPO strictly, any deviation from the approved plan shall attract strict action.
- D.** Organisers are advised to book the additional services through the Online Portal of ITPO, it will help the organizer and ITPO in the settlement of the case pertaining to the event.
- E.** Services of only licensed contractor for electrical and other exhibition work should be used.
- F.** Use only fire-retardant material in the exhibition as per rules of the Government.
- G.** No encroachment/construction is to be carried out below the fire paths.
- H.** Strictly follow the guidelines of Delhi Fire Services.
- I.** In order to have safety and protection, the Organisers shall obtain a Structural Stability Certificate regarding the structural stability of the booths set up at the Exhibition. In the event that the booths have been set up by the participants themselves through independent vendors, the Organisers shall ensure that a certificate from the vendors is also obtained and made available to ITPO.
- J.** The Hanging Brandings & Buntings in the exhibition halls which are to be fixed to the Rigging Points from the Ceiling should only be on the rigid trusses & girders and NOT on the support of services lines like sprinkler pipes, fire lines, conduits / pipes of the utilities such as electrical system etc. to avoid their damage / breakage.
If any organiser or their vendors are found violating this directive, then penalty will be imposed, in addition to the damages' charges.
- K.** All Organisers to maintain a record of overseas visitors and needs to be shared with security agencies if demanded keeping in view of VVIP visits at Bharat Mandapam.
- L.** The ITPO premises is a tobacco-free and spit-free zone chewing tobacco, pann/betel leaf, chewing gum is not allowed in the ITPO premises, Any incident of spitting by the event organiser or its vendors/agencies shall attract a fine of Rs 1,00,000/- (Rupees One Lakh) per incident. In addition to the above, the event organiser will also be liable to legal action under the Prevention of Damage to Public Property Act, 1984.
- M.** Pragati Maidan was renamed as Bharat Mandapam after its grand inauguration on July 26, 2023. The entire venue, including the Convention Centre and the Exhibition Halls, must now be referred to as Bharat Mandapam. Therefore, all the organisers are requested to use the name 'BHARAT MANDAPAM' ONLY for the entire premises in all of their communications and event promotions, to ensure consistency and clarity.
- N.** ITPO has no empanelled C & D vendor.

ITPO reserves the right not to give possession of the halls in the event of organizer not obtained above stated necessary permissions/approvals. This does not, however, absolve the organizers responsibility to pay the required licence fee to ITPO as per booking made by them. Organizers are further required to obtain and deposit various NOCs/Clearances as

required from time to time.

27. Service Tax / GST and other Tax liabilities:

The organizer undertakes to pay all tax liabilities including service tax / GST to ITPO on holding the event. In the event of such a tax becomes payable and if ITPO is asked to pay such taxes by any authority, the organizer undertakes to pay to ITPO such taxes paid on behalf of the organizer on account of the licensed event.

28. Organizer will ensure that preventive measures are taken for prevention of fire in line with the regulations and guidelines of the Fire Authorities.

F. OBLIGATIONS OF ITPO:

29. ITPO hereby agrees to maintain in working conditions the structure, fixture and all permanent installations of the licensed space.

30. ITPO is at liberty to allow organizing of fairs or events by itself or by other organizers in any area of Bharat Mandapam other than the licensed space to the Organizer during the licensed period.

31. ITPO shall have free access to the licensed space during the period of occupation as mentioned in the contract and be able to record/point out infractions to the contract and the ORGANISER shall be obliged to remedy/rectify the same immediately and submit compliance report.

G. OTHER TERMS:

32. The ORGANISER hereby agrees that it shall not seek renewal of this agreement or extend the licensed period.

33. The ORGANISER shall indemnify ITPO and keep it indemnified against any act, omission, commission or any claim of third party and any damage caused to the property of ITPO arising out of the activities of the ORGANISER during or after the licensed period.

34. All disputes or differences between the parties arising out of or related to the construction, operation and manning or giving effect of this contract or the breach thereof shall be settled by arbitration. Arbitrator shall be appointed by the CMD, ITPO.

35. The ORGANISER has studied and understood the ITPO's published 'Guidelines for Licensing of Exhibition Space & Facilities in Pragati Maidan / Bharat Mandapam' and agrees to follow all the principles and terms/conditions. In the event of any failure on the part of the ORGANISER to follow/adhere to the guidelines, penalty as considered fit by ITPO will be payable by the ORGANISER.

36. Force Majeure Clause: If at any time, either party is prevented or delayed in the performance of any act required under the Licence Agreement by reason of war, or hostility, act of the public enemy, civic commotion, sabotage, act of State or direction from

Governmental / Statutory Authority, explosion, epidemic, pandemic, quarantine restrictions, strikes and lockouts (as are not limited to the establishments and facilities of the contractor), fire, floods, natural calamities or any act of GOD, provided notice of happening of any such event is given by the affected party to the other, within 21 days from the date of occurrence thereof, neither Party, shall have any claims for damages against the other, in respect of such non-performance or delay in performance provided the Agreement shall be resumed as soon as practicable, after such event comes to an end or ceases to exist. The decision of the CMD, ITPO as to whether the service may be so resumed (and the time frame within which the service may be resumed) or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this Agreement is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at their option, terminate the Agreement.

37. All disputes by and between the parties hereto, arising out of and in relation to the Licence Agreement, shall be governed by Indian Law, subject to the jurisdiction of Courts of Delhi only.

38. In witness to aforesaid agreed terms and conditions, I hereby sign as authorized representative.

For & on behalf of ITPO

For & on behalf of _____

Signature_____

Signature_____

Name_____

Name_____

Designation_____

Designation_____

Stamp_____

Stamp_____

Witness:

Witness:

1.

1.

2.

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