MEMORANDUM OF UNDERSTANDING
BETWEEN THE GOVERNMENT OF ODISHA AND
M/s.________________________
FOR ESTABLISHMENT OF HOTEL AT ____________________
IN THE STATE OF ODISHA.

This Memorandum Of Understanding is made on this ____________ day of ____________, 2015.

BETWEEN

The Government of Odisha hereinafter referred to as “the Government” of the FIRST PART

AND

M/S __________________________________________________________________________________ having
its registered office at ____________________________
(hereinafter referred to as M/S __________________________________________________________________ which expression shall, unless repugnant to the context or meaning thereof, include its successors, executors, administrators, representatives and permitted assignees) of the SECOND PART

WHEREAS

With a bid to promote tourism, Government of Odisha is desirous to attract private sector investment for creating tourism infrastructure in the State. The Government shall provide necessary support in shape of availability of land at concessional rate, fiscal & non-fiscal incentives as permissible under Tourism Policy 2013 or IPR 2015 for establishing hotels and other tourism projects in the State.

M/s ______________________ is proposing to set up hotel of ___ Star category with _____nos. of rooms & other allied facilities under the brand of ______________________ at _________ in the State of Odisha with an estimated investment of about Rs ____________ crore (Rupees __________ crore).
This memorandum of understanding hereinafter referred to as “the MOU” records the intent of both the parties to work together in the manner set out hereinunder.

**NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS UNDER:**

1. **M/s________________________** is desirous of setting up a hotel unit of ___ Star category with ____ nos. of rooms & other allied facilities at ______________________ in the district of _______ with an approximate investment of about Rs. _______ crore (Rupees ____________________ crore).

2. The major areas of cooperation between the Government of Odisha and **M/s____________________________** are listed below.

   (a) **M/s________________________** will require approximately _____ acre of land at ______________________, district _______________ and the Government of Odisha agrees to allot land to **M/s____________________________** free from all encumbrances at the aforementioned place as under the prevalent policy framework.

   (b) **M/s________________________** agrees to pay the Government dues i.e. the cost of land, ground rent & cess etc. as per rate notified by IDCO in respect of the land allotted by the Corporation in Industrial Estate / area / Complex and from the IDCO Land Bank. In case of direct allotment of land by the Government i.e. Revenue authorities the rate notified in IPR-2015 will be applicable for payment of land cost, ground rent & cess etc.

   (c) The State Government also agrees to assist **M/s____________________________** in getting necessary power and water required for the proposed project.
(d) **M/s___________________** understands that the allocation of land will be governed by IPR 2015 and the industrial unit can choose to avail incentives under either the existing Tourism Policy or IPR 2015.

(e) The Proposal submitted by **M/s___________________** is to be placed before the Special Single Window Clearance Committee/State Level Single Window Clearance Authority for approval of the project as per the provision of existing Tourism Policy & IPR, 2015.

(f) **M/s__________________** agrees to complete the construction & operationalise the project at the above place within a period of three years from the date of taking over possession of land free from all encumbrances.

(g) **M/s.__________________** shall furnish to Tourism Department, Govt. of Odisha detailed milestones and annual breakup of the physical & financial targets to be achieved which would be periodically monitored by the Tourism Department.

(h) **M/s.__________________** undertake to furnish all information required by the GoO relevant to planning, formulation, lay out, financing and implementation of the project as well as the financial and management status and performance of the promoter as and when so required by the State Government as expeditiously as possible.

(i) **M/s.__________________** undertake to comply with statutory requirements / clearances in respect of laws, regulations & procedures governing establishment and operation of Hotel.

3. This MOU shall remain valid for three years from the date of signing. Further extension if necessary, shall be made as per mutual agreement of the Parties.
hereto. However, no such extension shall be considered unless M/s________________ has made substantial progress on implementation of the project in terms of construction at the above sites to the satisfaction of the Government during the three year period referred to herein.

4. In case of failure to complete the project within allotted 3 years or extension of time not granted by the State Government for completion of the project, the allotment of land shall be cancelled and the land will be resumed by the allotting authority. No compensation shall be granted by the Government for any developmental or construction work undertaken by the allottee

IN WITNESS WHEREOF the parties hereto have executed this Memorandum (in duplicate) the day and year first herein above written.

SIGNED SEALED AND DELIVERED

On behalf of the Government of Odisha

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Witness :

1.__________________________________

2.__________________________________

SIGNED SEALED AND DELIVERED

On behalf of M/s______________________

by Mr __________________________

Witness :

1.__________________________________

2.__________________________________