

(On Rs. 100/- Stamp Paper)

**MEMORANDUM OF AGREEMENT FORM**

Memorandum of Agreement made on this \_\_\_\_\_(date) between Chairman and Managing Director, ITPO (herein referred to as ITPO) which expression shall unless excluded repugnant to the context be deemed to include his successors in office, representatives and assigns of the one part and \_\_\_\_\_ (hereinafter referred to as the allottee for shop/restaurant) which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in interest and permitted assigns of the other part.

Whereas ITPO is allotting Commercial Space at India Pavilion at Expo 2010, Shanghai, China in accordance with the general requirements as set out in the Tender document seeking offers issued by ITPO on dated \_\_\_\_\_, which will form part of the Agreement, and whereas the allottee has agreed to abide by the rules/norms, as set out in their offer and conditions set forth.

Now the present witnesses and it is hereby agreed by between the parties hereto as follows:

ITPO allots Shop No.\_\_\_\_\_/Restaurant-I/Restaurant-II and the allottee accepts the allotment on the terms and conditions mentioned in the Tender document. The conditions of agreement shall form part and parcel of this present Agreement.

Allottee's letter dated \_\_\_\_\_ will form part of the Agreement. The Letter of Intent dated \_\_\_\_\_ issued by ITPO shall form part of the Agreement and the terms & conditions stipulated in approval letter, operational directives issued from time to time shall be accepted by the allottee unconditionally. Terms of Reference mentioned in the Tender Document will form part of the Agreement.

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**Indemnity Clause:** The allottee hereby unconditionally indemnifies ITPO against any claim/claims whatsoever arising out of operation of the shop/restaurant allotted by ITPO in the India Pavilion at World Expo 2010, Shanghai.

This Agreement shall be subject to exclusive Jurisdiction of Courts at Delhi/New Delhi. Any dispute, arising out of this venture shall be agreed to be settled by way of conciliation & if felt essential by either party, both agreed to refer the specific dispute to the Chairman & Managing Director, ITPO to settle himself or to appoint sole arbitrator under the provision of Indian Arbitration & Conciliation Act 1996, to settle the dispute and award thereof shall be final & binding on both parties.

In witness whereof, ITPO through the duly authorized representative has set his hand and the allottee through his duly authorized representatives have affixed their common seal hereunto the date above written.

**For and on behalf of the Allottee**  
**Signature**.....  
**Name & Title**.....  
**Seal of the Allottee**

**For and on behalf of ITPO**  
**Signature**.....  
**Name & Title**.....  
**Seal of ITPO**