

Attachment 4

Regulation for the Use of Conceded Spaces

Article 1

(Obligations of the Concessionaire)

The use of the spaces granted in concession, consisting of a building/rooms located at 50 E Chandragupta Marg, Chanakyapuri, 110021 New Delhi, as per the concessionary provision granted to by the Italian Cultural Institute in New Delhi on, of which this regulation is an attachment, is governed by the following clauses which the concessionaire agrees to comply with in every part, by signing this document, titled "Regulation for the Use of Conceded Spaces," and relating to the detailed procedures for the use of the spaces and the prohibition of different uses (Article 2), the duration of the concession (Article 3), the fee (Article 4), expenses borne by the concessionaire (Articles 5 and 6), the powers of revocation and forfeiture by the grantor (Articles 7 and 8), the return of the premises (Article 9), and the final clause (Article 10).

The concessionaire agrees to adhere to all the obligations listed in Article 5 of the Tender Notice (5.2 gastronomic offer, 5.3 hygienic standards, 5.4 security, 5.5 environmental criteria).

Article 2

(Use of the Premises. Prohibition of Transfer and Subletting to Third Parties)

The granted premises will be used exclusively as a café/restaurant venue for the purposes outlined in the Statute,, and the concessionaire agrees not to transfer or sublet them. The concessionaire also commits to preserving and safeguarding the assets entrusted to them, as listed in the attached inventory, which forms an integral part of this document, and to not use them for any purpose other than those expressly stated herein. A report on the initial condition of the premises will be signed by both parties, detailing the condition of the building (walls, floors, installations, etc.) and the presence and location of any furniture.

Article 3

(Duration of the Concession)

The duration of the concession is set at 6 (SIX) years, starting from and ending on

Article 4

(Concession Fee, Payment Methods, and Annual Adjustment)

The concessionaire will pay a monthly fee of INR 220,000, to be paid in advance, no later than the fifth day of the month to which the installment refers, to the Italian Cultural Institute in New Delhi, which is authorized to issue the corresponding receipts. The annual fee amount will be adjusted according to local cost-of-living trends, in accordance with the rental price index published by the local National Institute of Statistics.

Article 5

(Expenses Borne by the Concessionaire)

The concessionaire will cover the costs for water, electricity, telephone, heating, and any other consumption related to the granted premises, directly to the local utility companies or, proportionally to the occupied area, to the Italian Cultural Institute of New Delhi for those utilities where full autonomy cannot be ensured. Additionally, the following expenses will be fully borne by the concessionaire:

- a) Routine maintenance costs for all premises in use and for the equipment and installations within them [and for the entrusted assets];
- b) Extraordinary maintenance costs.

Any restoration work on the premises, including work necessary to ensure the safety of the building and any improvements that the concessionaire must carry out for any reason, subject to prior authorization from the Italian Cultural Institute, will remain property of the Italian State, with no right to reimbursement.

Article 6

(Taxes and Duties)

Any taxes or duties levied on the premises due to the activity carried out there will be exclusively borne by the concessionaire, who may not claim reimbursement from the Italian Cultural Institute in any way.

Article 7

(Revocation of the Concession for Institutional Reasons)

The Italian Cultural Institute reserves the right to revoke this agreement at any time if the premises are needed for office use or any other institutional requirement, with a 6-month notice period.

Article 8

(Forfeiture of the Concession)

Without prejudice to the revocation rights stated in Article 7 of this concession agreement, if the premises are used for purposes other than those expressly provided in Article 2, or if the concessionaire fails to make regular payment of the fee, the grantor will declare the concession forfeited within two months of detecting the default. Failure to start the activities within the prescribed time frame (one month from approval of the documents) will be considered a contractual breach and will result in the forfeiture of the concession.

The Italian Cultural Institute reserves the right to carry out checks on the proper application of the concessionaire's obligations throughout the duration of the concession, requesting written adjustments from the concessionaire within one month in case of non-compliance. Failure to comply could result in forfeiture of the concession.

Article 9

(Return of the Premises)

At the natural expiration (or in case of revocation or forfeiture), the concessionaire agrees to return the premises in the same condition (or with any improvements agreed with the Italian Cultural Institute), and a report on the final condition of the premises will be drawn up and signed by both parties, containing similar content to the report on the initial condition.

Article 10

(Final Clause)

This document, in its Parts I and II, is immediately binding for the concessionaire and will become definitive and binding for the Cultural Institute upon express approval by the competent bodies of the Italian State, in accordance with current legal provisions.

The parties sign this document in four copies, one for the Cultural Institute, one for the concessionaire, and two to be sent to the Central Administration for further administrative follow-up.

Date.....(same date as the concession)

The Grantor
Italian Embassy Cultural Centre of New Delhi

The Concessionaire
For acceptance of the use regulation