Hotel Plot Development Agreement

This Agreement ("Agreement") is made and entered into on [Date], by and between:

[Owner's Name and Address] ("Owner"), represented by [Owner's Representative Name], hereinafter referred to as the "Owner,"

AND

[Developer's Name and Address] ("Developer"), represented by [Developer's Representative Name], hereinafter referred to as the "Developer."

WHEREAS,

- 1. The Owner is the legal owner of a plot of land situated at [Location/Address of the Plot], hereinafter referred to as the "Plot," which is suitable for the development of a hotel.
- 2. The Developer is desirous of developing a hotel on the Plot, subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE,

In consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

1. Development Scope: a. The Developer shall design, develop, and construct a [Type of Hotel] on the Plot according to mutually agreed specifications and designs. b. The Developer shall obtain all necessary permits, approvals, and clearances from the relevant authorities for the construction and operation of the hotel.

2. Duration: a. The development period shall commence on [Commencement Date] and shall be completed within [Number of Months/Years] from the Commencement Date, unless extended by mutual agreement in writing.

3. Ownership and Title: a. The ownership of the Plot shall remain with the Owner throughout the development period and until the completion of the hotel. b. Upon completion of the hotel, ownership of the constructed hotel building shall be transferred to the Owner.

4. Financial Arrangements: a. The Developer shall bear all costs related to the design, construction, and development of the hotel, including but not limited to, material costs, labor costs, and consultant fees. b. The Owner shall provide the Plot free of any encumbrances and shall not be responsible for any costs related to the development of the hotel.

5. Revenue Sharing: a. The parties shall agree upon a revenue-sharing model, wherein the Owner shall receive a percentage of the hotel's revenue generated from operations, as mutually agreed upon.

6. Maintenance and Operation: a. Upon completion of the hotel, the Developer shall be responsible for the maintenance, operation, and management of the hotel in accordance with industry standards. b. The Developer shall pay all expenses related to the maintenance and operation of the hotel, including but not limited to, utility bills, taxes, and staffing costs.

7. Termination: a. Either party may terminate this Agreement upon [Number of Days/Months] prior written notice to the other party in case of a material breach of any provision of this Agreement. b. Upon termination of this Agreement, the Developer shall vacate the Plot and hand over possession of the hotel building to the Owner.

8. Governing Law: a. This Agreement shall be governed by and construed in accordance with the laws of India. b. Any disputes arising out of or in connection with this Agreement shall be resolved through arbitration in accordance with the Indian Arbitration and Conciliation Act, [Year].

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

OWNER:

[Owner's Signature] [Owner's Name and Title] [Date]

DEVELOPER:

[Developer's Signature] [Developer's Name and Title] [Date]