

**Article 1: Definitions:-**

**1.2.2 “Real and substantial business operations” do not include:** (i) objectives/strategies/arrangements, the main purpose or one of the main purposes of which is to avoid tax liabilities; (ii) the passive holding of stock, securities, land, or other property; or (iii) the ownership or leasing of real or personal property used in a trade or business

**Article 2: Scope and general provisions:-**

**2.6 Scope of the Treaty:** “This Treaty shall not apply to:

(i) government procurement.....

(iv) any taxation Measure. Where a Host State asserts as a defence that conduct alleged to be a breach of its obligations under this Treaty is a subject matter of taxation which is excluded by this Article from the scope under this Treaty, any decision of the Host State, whether before or after the commencement of arbitral proceedings, shall be non-justiciable and it shall not be open to any arbitration tribunal to review any such decision.

(v).....”

**Article 6: Transfers:-**

“Nothing in this Treaty shall prevent a Party from conditioning or preventing a transfer through a good faith application of its Law, including actions relating to:

i. bankruptcy, insolvency or the protection of the rights of the creditors;

vi.compliance with Laws on taxation;

vii.....”

**Article 11: Taxation:-**

11.1 Investors and their Investments must comply with the provisions of Host State’s Law on taxation including timely payment of their tax liabilities in accordance with the Law of the Host State.

**Article 14: Settlement of disputes between an Investor and a Party:-**

**14.3 Exhaustion of Local Remedies, Notice and Consultation:**

(i) The Investor or Investment must first submit its claim before the relevant domestic courts or administrative bodies of the Host State for the purpose of pursuing domestic remedies. Such claim must be submitted within one (1) year from the date on which the Investor or Investment first acquired, or should have first acquired, knowledge of the Measure in question and knowledge that the Investment, or the Investor with respect to its Investment, had incurred loss or damage as a result.

(ii) If a. after exhausting all judicial and administrative remedies relating to the Measure underlying the claim, no resolution has been reached satisfactory to the Investor or Investment; or having diligently pursued domestic remedies, the Investor or Investment has determined and can establish that continued pursuit of

domestic relief would be futile because (1) there are no reasonably available domestic legal remedies capable of providing any relief for the dispute concerning the underlying Measure, or (2) that the process for obtaining legal relief provides no reasonable possibility of such relief in a reasonable period of time, the Investor may commence a proceeding under this Article by transmitting a Notice of Dispute (“Notice of Dispute”) to the Respondent Party.

(iii) The Notice of Dispute shall: a. contain a self-certified statement (1) providing the name and address of the Investor and the Investment; (2) setting forth the legal and factual bases of the claim and the provisions of the Treaty alleged to have been violated; (3) demonstrating compliance with Article 14.3(i) and (ii); (4) demonstrating compliance with Articles 9, 10, 11 and 12 of this Treaty; (5) stating the relief sought and amount of damages claimed; and (6) providing information in a self-certified form that is sufficient to establish that it is, and at all relevant times has been, an Investor with an Investment entitled to protection under the Treaty; and b. be transmitted to the Designated Representative of the Respondent Party.

(iv) For no less than one year after receipt of the Notice of Dispute, the Disputing Investor and Respondent Party shall, consistent with the Law of the Host State, use their best efforts to try to resolve the dispute amicably through meaningful

consultation, negotiation or continued pursuit of any available domestic remedies or solutions.

(v) The Parties agree that the requirements under this Article regarding exhaustion of domestic remedies, providing a proper Notice of Dispute, and the use of best efforts to resolve the dispute amicably are mandatory and conditions precedent to the submission of the dispute to arbitration. Non-compliance with any subparagraph of Article 14.3 bars the Disputing Investor from taking subsequent steps to pursue arbitration under Article 14.