COMMISSIONERATE OF TRANSPORT AND ROAD SAFETY
GOVERNMENT OF TAMIL NADU

VOL. II - DRAFT CONCESSION AGREEMENT (DCA)

FOR

ESTABLISHMENT AND OPERATION OF AUTOMATED TESTING STATIONS AT FIVE LOCATIONS IN THE STATE OF TAMIL NADU ON PPP MODE

RFP Ref: 15470/E1/ATS/2021
Dated: 08/01/2026

Commissionerate of Transport and Road Safety
Government of Tamil Nadu
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CONCESSION AGREEMENT

This CONCESSION AGREEMENT ("Agreement") is entered into on this [■] day of [■] (Month), 20xx at Chennai, Tamil Nadu.

BETWEEN

Commissionerate of Transport and Road Safety, Government of Tamil Nadu having its office at Guindy, Chennai - 32 acting through its ********** (hereinafter referred to as the "**Authority**", which expression shall, unless the context otherwise requires, include its administrators, successors and assigns) of **ONE PART**;

AND

[1]{_____, [■] _____[2] incorporated under the provisions of the _____[3], registration number/CIN: [■] and having its registered office at [■] acting through its [■] duly authorised vide Board Resolution/Partner's Resolution dated dd/mm/yy (hereinafter referred to as the "**Concessionaire**" which expression shall, unless the context otherwise requires, include its successors and permitted assigns and substitutes) of the **SECOND PART**;

OR

[4]{_____, a special purpose vehicle incorporated under the provisions of Companies Act, 2013/ Limited Liability Partnership Act, 2008, registration number/CIN: [■] and having its registered office at [●] acting through its [■] duly authorised vide Board Resolution/Partner's Resolution dated dd/mm/yy (hereinafter referred to as the "**Concessionaire**" which expression shall, unless the context otherwise requires, include its successors and permitted assigns and substitutes) of the **SECOND PART**.

*The Authority and the Concessionaire shall collectively be referred to as "**Parties**" and individually as "**Party**".*

WHEREAS

A. With the rapid increase in vehicle population, the Automated Testing Stations ("**ATS**") program serves as an effective mechanism to monitor, improve, and maintain the condition of the in-use vehicle fleet. For this purpose, the Commissionerate of Transport and Road Safety, Government of Tamil Nadu, proposes to establish 5 (five) ATS facilities across Attur, Madurai, Tiruvallur, Tuticorin, and Villupuram in Tamil Nadu, under the

[1] This will be applicable only where single Bidder is declared the Selected Bidder and elects not to incorporate an SPV for the Project.
[2] Specify the nature of entity.
[3] Specify the relevant Act under which the Selected Bidder is registered, based on the nature of the entity.
[4] If a Consortium is declared the Selected Bidder, it shall mandatorily incorporate a Special Purpose Vehicle (SPV) in the form of a private limited company or an LLP which will execute this Agreement. However, if single Bidder is declared the Selected Bidder, it may either incorporate an SPV in any of the permitted forms or execute the Agreement in its own name.

Public Private Partnership ("PPP") framework on Design, Build, Finance, Operate and Transfer (DBFOT) basis. These ATS facilities are expected to benefit all stakeholders, including the Transport Department, Government of Tamil Nadu, the Ministry of Road Transport and Highways, vehicle owners, and the general public at large.

B. As a part of this endeavour, the Authority has decided to undertake the establishment and operation of ATS facilities at five (5) locations i.e., Attur, Madurai, Tiruvallur, Tuticorin and Villupuram in the State of Tamil Nadu on DBFOT model and has decided to carry out the bidding process for the selection of Bidder(s) to whom each of the 5 (five) locations may be awarded. However, development of each Project Site will be considered as a separate and distinct project and a separate concession agreement will be executed in respect of each Project Site.

C. The Authority had accordingly invited Bids by prescribing technical and commercial terms and conditions by its [Request for Proposal No._____] dated [_____] (the "**Request for Proposal" or "RFP")** for selection of bidder for implementation of the Project at _____[5]. Pursuant to the terms of the RFP, the {name of Selected Bidder} ……. was one of the Bidders who had submitted its Bid for the Project.

D. Following the evaluation of the Bids submitted by the Bidders, the Authority had accepted the Bid of M/s {name of Selected Bidder } and issued the letter of award bearing no. [____] dated [_____] (the "**Letter of Award**" or **"LOA**") to the Selected Bidder for the execution of the Project.

E. [6]{The Selected Bidder, has since incorporated the Concessionaire and has requested the Authority, by its [letter dated _____], to accept the Concessionaire as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder including the obligation to enter into this Agreement pursuant to the LOA. By its letter dated ....., the Concessionaire has also joined in the said request of the Selected Bidder to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder. The Concessionaire has further represented to the effect that it has been promoted by the Selected Bidder for the purpose hereof.}

F. The Concessionaire has furnished Performance Security for an amount of INR [■] **(in words**) by way of unconditional and irrevocable Bank Guarantee no. [■] dated dd/mm/yy issued by [■] Bank as a security to ensure the performance of the obligations during the Concession Period by the Concessionaire under this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the adequacy of which is hereby acknowledged and confirmed, the terms and conditions of this Agreement are set out below.

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[5] Mention one of the identified 5 locations for which Agreement will be executed.

[6] This clause shall apply in case of Consortium, and in the case of single Bidder that elects, at its discretion, to incorporate an SPV.

ARTICLE 1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The words and expressions beginning with capital letters and defined in this Agreement (including those in Article 28) shall, unless the context otherwise requires, have the meaning ascribed thereto herein, and the words and expressions defined in the Schedules and used therein shall have the meaning ascribed thereto in the Schedules.

1.2 Principles of Interpretation

1.2.1 In this Agreement, unless the context otherwise requires,

(a) references to any legislation or any provision thereof shall include amendment or re-enactment or consolidation of such legislation or any provision thereof so far as such amendment or re-enactment or consolidation applies or is capable of applying to any transaction entered into hereunder;

(b) references to laws of India or Indian law or regulation having the force of law shall include the laws, acts, ordinances, rules, regulations, bye laws or notifications which have the force of law in the territory of India and/ or in the State, and as from time to time may be amended, modified, supplemented, extended or re-enacted;

(c) references to a **"person"** and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and shall include successors and assigns;

(d) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;

(e) the words "**include**" and "**including**" are to be construed without limitation and shall be deemed to be followed by "without limitation" or "but not limited to" whether or not they are followed by such phrases;

(f) references to "**construction**" or "**building**" include, unless the context otherwise requires, investigation, design, engineering, procurement, delivery, transportation, installation, processing, fabrication, testing, commissioning and other activities incidental to the construction, and "construct" or "build" shall be construed accordingly;

(g) references to "**development**" include, unless the context otherwise requires, construction, renovation, refurbishing, augmentation, up-gradation, operation & maintenance and other activities incidental thereto, and "develop" shall be construed accordingly;

(h) any reference to any period of time shall mean a reference to that according to Indian Standard Time;

(i) any reference today shall mean a reference to a calendar day;

(j) reference to a "**business day**" shall be construed as reference to a day (other than a Sunday) on which banks in the State are generally open for business;

(k) any reference to month shall mean a reference to a calendar month as per the Gregorian calendar;

(l) references to any date, period shall mean and include such date or period as may be extended pursuant to this Agreement;

(m) any reference to any period commencing "**from**" a specified day or date and "**till**" or "**until**" a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;

(n) the words importing singular shall include plural and vice versa;

(o) references to any gender shall include the other and the neutral gender;

(p) "**lakh**" means a hundred thousand (100,000) and "crore" means ten million (10,000,000);

(q) "**Indebtedness**" shall be construed so as to include any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

(r) references to the "**winding-up**", "**dissolution**", "**insolvency**", or "**reorganization**" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or any jurisdiction in which such company or corporation carries on business including seeking of liquidation, winding-up, reorganization, dissolution, arrangement, protection or relief of debtors;

(s) save and except as otherwise provided in this Agreement, any reference, at any time, to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference; provided that this sub-clause (q) shall not operate so as to increase liabilities or obligations of the Authority hereunder or pursuant hereto in any manner whatsoever;

(t) any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effective only if it is in writing under the hand of a duly authorized representative of such Party, as the case may be, in this behalf and not otherwise;

(u) the Schedules and Recitals to this Agreement and the RFP along with any corrigendum/ addendum, forms an integral part of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

(v) references to Recitals, Articles, Clauses, Sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of or to this Agreement, and references to a Paragraph shall, subject to any contrary indication, be construed as a reference to a Paragraph of this Agreement or of the Schedule in which such reference appears;

(w) the damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "**Damages**"); and

(x) time shall be of essence in the performance of the Parties' respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

1.2.2 Unless expressly provided otherwise in this Agreement, any Documentation required to be provided or furnished by the Concessionaire to the Authority shall be provided free of cost and in three copies, and if the Authority is required to return any such Documentation with their comments and/or approval, they shall be entitled to retain two copies thereof.

1.2.3 The rule of construction, if any, that a contract should be interpreted against the parties responsible for the drafting and preparation thereof, shall not apply.

1.2.4 Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the General Clauses Act 1897 shall not apply.

1.3 Measurements and arithmetic conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

1.4 Priority of agreements, clauses and schedules

1.4.1 This Agreement, and all other agreements and documents forming part of or referred to in this Agreement are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this Agreement, the priority of this Agreement and other documents and agreements forming part hereof or referred to herein shall, in the event of any conflict between them, be in the following order:

(a) this Agreement;

(b) Corrigendum;

(c) RFP

(d) all other agreements and documents forming part hereof or referred to herein;

,i.e., the Agreement at (a) above shall prevail over the agreements and documents at (b), (c) and (d) above.

1.4.2 Subject to provisions of Clause 1.4.1, in case of ambiguities or discrepancies within this Agreement, the following shall apply:

(a) between two or more Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in other Clauses;

(b) between the Clauses of this Agreement and the Schedules, the Clauses shall prevail and between Schedules and Annexes, the Schedules shall prevail;
(c) between any two Schedules, the Schedule relevant to the issue shall prevail;
(d) between the dimension scaled from the Drawing and its specific written dimension, the latter shall prevail; and
(e) between any value written in numerals and that in words, the latter shall prevail.

ARTICLE 2. SCOPE OF THE PROJECT

2.1 Scope of the Project

The scope of the Project (the **"Scope of the Project"**) shall mean and include the following during the Concession Period:

(i) Plan, design, finance, construct and develop the Project on the Site as set forth in **Schedule-A** in accordance with the Scope of Work specified in **Schedule-B** and Infrastructure & Equipment Requirements specified in **Schedule C**, in compliance with Applicable Laws, Applicable Permits, Good Industry Practice and other terms of this Agreement**;**

(ii) Operation and Maintenance of the Project in accordance with the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice;

(iii) Performance and fulfillment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement.

ARTICLE 3. THE CONCESSION

3.1 Grant of Concession

3.1.1 Subject to and in accordance with the terms and conditions set forth in this Agreement, Applicable Laws and Applicable Permits, the Authority hereby grants to the Concessionaire, the concession set forth herein including exclusive right, license and authority to design, finance, procure, construct, operate and maintain the Project and to exercise and enjoy the rights, powers, benefits, privileges, authorizations and entitlements as set forth in this Agreement **(**the **"Concession")** during the Concession Period and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth in this Agreement and transfer the Project to the Authority on the Transfer Date.

3.1.2 Subject to and in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits, the Concession hereby granted shall oblige or entitle (as the case may be) the Concessionaire to:

(i) Right of Way, access and license to the Project Site for the purpose of and to the extent conferred by the provisions of this Agreement;

(ii) plan, design, develop, finance and implement the Project on DBFOT basis in accordance with the provisions of this Agreement & Schedules thereof;

(iii) manage, market, operate and maintain the Project and regulate the use thereof by third parties;

(iv) collect Vehicle Testing Charges and Ancillary Revenues arising from the use and operation of the Project Facilities, including from sub-licensing of spaces/ area as permitted under this Agreement;

(v) procure, operate and manage the software interface to be provided/ supplied by the OEMs along with the testing equipment for collecting and automatically populating the vehicle test results on to the integrated software solution operated by NIC for ATS facilities in the parivahan portal;

(vi) right to permit/ allow and charge for advertising on the Project Site/ Project Facility (only for maximum area of 500 Sq. ft.) as per the Applicable Laws. The Concessionaire shall acquire Applicable Permits from respective authorities;

(vii) perform and fulfill all the Concessionaire's obligations under and in accordance with this Agreement including payment of Gross Revenue Share. To fulfil its obligations under this Agreement, the Concessionaire may engage Contractors, sub-contractors, agents, advisors and consultants by entering into appropriate sub-contracting arrangements, but this shall not in any way relieve the Concessionaire of its obligations and liabilities under this Agreement;

(viii) save as otherwise expressly provided in this Agreement, bear and pay all costs, expenses and charges in connection with or incidental to the performance of the obligations of the Concessionaire under this Agreement;

(ix) upon Termination of the Concession Period transfer and handover the Project Assets to the Authority in accordance with the terms of this Agreement;

(x) neither assign, transfer or sublet or create any lien or Encumbrance on this Agreement, or the Concession hereby granted or on the whole or any part of the Project nor transfer, sub-lease, license or part possession thereof, save and except as expressly permitted by this Agreement;

(xi) set all standards and frame and apply all internal policies, guidelines and procedures as may be appropriate for safety, security, development, management, operation or maintenance of the Project and the Project Site, subject only to the terms of this Agreement and in accordance with Applicable Permits, Applicable Laws and Good Industry Practice;

(xii) exercise such other rights as the Authority may determine as being necessary for the purposes incidental and necessary to implement, manage, operate and maintain the Project; and

(xiii) do all things incidental or related thereto or which the Concessionaire considers desirable and appropriate to be carried out in connection therewith during the Concession Period.

Provided nothing contained herein, including the act of granting permission to develop the Project at the designated area shall vest or create any proprietary interest in the Project Assets and Project Facility or any part thereof, in favour of the Concessionaire or any person claiming through or under the Concessionaire. The Concessionaire acknowledges, accepts and confirms that the covenant contained herein is an essence of this Agreement.

3.2 Actions in Support of the Concessionaire

3.2.1 The Authority shall recognize and undertake not to, in any manner, violate or cause breach of the terms and conditions of this Agreement and the Schedules hereof.

3.2.2 The Authority undertakes not to terminate or repudiate this Agreement prior to the expiry of its period otherwise than in accordance with the provisions of this Agreement.

3.2.3 The Authority may at its discretion, provide recommendation in the name of the Concessionaire to expedite the Concessionaire's applications to the concerned Government Instrumentalities, including GoI, for Applicable Permits/ clearances/ permissions/ approval that may be needed from time to time for implementation of the Project; provided that the Concessionaire has made the requisite applications and is in compliance with the necessary conditions at its cost for the grant of such Applicable Permits, clearances, etc.

3.3 Concession Period

3.3.1 Subject to early termination of this Agreement in accordance with its provisions, the term of the Concession under this Agreement is 15 (fifteen) years from the Appointed Date (the "**Concession Period**"). The Concession Period is inclusive of the Construction Period of 1 (one) year reckoned from the Appointed Date.

3.3.2 At the end of the Concession Period or early termination of this Agreement for any reasons whatsoever, all rights given under this Concession Agreement shall cease to

have effect and the Project Assets, including the Project Site, Project Facility with all the Equipment, furniture and fixtures and other assets permanently attached to it shall revert back to the Authority without any Encumbrances and obligation to Authority to pay or adjust any consideration or other payment to the Concessionaire except as expressly provided in Article 21.

ARTICLE 4. CONDITIONS PRECEDENT

4.1 Conditions Precedent

4.1.1 Save and except as expressly provided in Articles 4, 5, 6, 7, 8, 9, 10, 18, 25 and 26, or unless the context otherwise requires, the respective rights and obligations of the Parties under this Agreement shall be subject to the satisfaction in full of the conditions precedent specified in this Clause 4.1 (the "**Conditions Precedent**"). Provided, however, that a Party may grant waiver from satisfaction of any Condition Precedent by the other Party in accordance with the provisions of Clauses 4.1.2 or 4.1.3, as the case may be, and to the extent of such waiver, that Condition Precedent shall be deemed to be fulfilled for the purpose of this Clause 4.1.1.

4.1.2 The Authority shall be required to satisfy any or all of the Conditions Precedent set forth in this Clause 4.1.2 within a period of 90 (Ninety) days of this Agreement, and the Conditions Precedent required to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled when the Authority shall have:

(i) provided peaceful and vacant possession of the land comprising of the Project Site along with Right of Way, license rights to the Project Site, clear and free from any Encumbrances in accordance with the provisions of Article 10 of this Agreement;

(ii) provided access to the Project Site;

(iii) reviewed the Development Plan submitted by the Concessionaire and given its comments and observations, if any, within 15 (fifteen) days of its submission to the Authority by the Concessionaire simply from the perspective of its compliance with the (i) requirements prescribed in Schedule-B and Schedule-C; (ii) coverage/ inclusions with regard to any infrastructure including basic amenities & utilities incidental to the Project; and (iii) provisions of this Agreement;

(iv) approved the updated/ modified Development Plan submitted by the Concessionaire after incorporating the comments/ suggestions of the Authority, within a period of 10 (Ten) days from the date of submission of revised plan complete in all respects. Provided however, the approval granted herein does not constitute the statutory approval or the Applicable Permits that the Concessionaire would be essentially required to otherwise seek as per Applicable Laws from the concerned Government Instrumentality(s) in relation to the Project;

(v) appointed a Nodal Officer for overall monitoring of the Project on behalf of the Authority;

(vi) executed the Escrow Agreement in the form provided in **Schedule-I;**

Provided that upon request in writing by the Authority, the Concessionaire may, at its sole discretion and in writing, waive any of the Conditions Precedent set forth in this Clause 4.1.2.

4.1.3 The Conditions Precedent required to be satisfied by the Concessionaire within a period of 90 (Ninety) days from the Effective Date of this Agreement shall be deemed to have been fulfilled when the Concessionaire shall have:

(i) prepared and submitted to the Authority, its detailed Development Plan in accordance with the requirements set out under Schedule-B and Schedule C including the design, layout, and specifications for civil works, installation of testing equipment and machinery, and provision of necessary infrastructure such as basic amenities and utilities incidental to the Project. The Development Plan shall comply with all Applicable Laws, and shall include, inter alia, the proposed construction methodology, equipment installation and commissioning plan, quality assurance procedures, environmental management plan, and safety management plan. The Development Plan shall be submitted to Authority for its review and approval within 30 (thirty) days of the Effective Date;

(ii) addressed the comments, observations and incorporated the revisions suggested by the Authority, within a period of 15 (fifteen) days from the date of receipt of such suggestions from the Authority and obtained approval from the Authority on the Development Plan for the Project;

(iii) procured all the Applicable Permits unconditionally or if subject to conditions, then all such conditions required to be fulfilled by the date specified therein shall have been satisfied in full and such Applicable Permits are in full force and effect for commencing Construction Works after the Appointed Date;

(iv) executed and procured execution of the Escrow Agreement in the form provided in **Schedule-I**;

(v) in case where the Concessionaire is achieving the Financial Close fully by means of its own equity/capital contribution, the Concessionaire shall have deposited 30% of Total Project Cost into the Escrow Account;

(vi) *{executed the Financing Agreements and delivered to the Authority 3 (three) true copies thereof, duly attested by a Director of the Concessionaire;*

(vii) *achieved Financial Close and delivered to the Authority 3 (three) true copies of the Financial Package, duly attested by a Partner/Director of the Concessionaire;}* [7]

Provided that upon request in writing by the Concessionaire, the Authority may, in its sole discretion, waive any of the Conditions Precedent set forth in this Clause 4.1.3.

4.1.4 Each Party shall make all reasonable endeavors to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required to assist that Party in satisfying the Conditions Precedent for which that Party is responsible.

4.1.5 The Parties shall notify each other in writing at least once a month on the progress made in satisfying the Conditions Precedent. Each Party shall promptly inform the other Party when any Condition Precedent for which it is responsible has been satisfied.

[7] *Not applicable where the Project is being funded entirely through Concessionaire's own equity or capital contribution.*

4.2 Damages for delay by the Authority

In the event that (i) the Authority does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Concessionaire or due to Force Majeure, the Authority shall pay to the Concessionaire, 0.2% (zero point two per cent) of the Performance Security as Damages for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 15% (fifteen per cent) of Performance Security.

4.3 Damages for delay by the Concessionaire

In the event that (i) the Concessionaire does not procure fulfilment of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of failure to fulfil the obligations under Clause 4.1.2 or other breach of this Agreement by the Authority, or due to Force Majeure, the Concessionaire shall pay to the Authority, 0.2% (zero point two per cent) of the Performance Security as Damages for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 15% (fifteen per cent) of Performance Security and upon reaching such limit, the Authority may, in its sole discretion, and subject to the provisions of Clause 9.2, terminate the Agreement. Provided that in the event of delay by the Authority in procuring fulfilment of the Conditions Precedent specified in Clause 4.1.2, no Damages shall be due or payable by the Concessionaire under this Clause 4.3 until the date on which the Authority shall have procured fulfilment of the Conditions Precedent specified in Clause 4.1.2.

4.4 Commencement of Concession Period

The date on which Financial Close is achieved and all the Conditions Precedent specified in Clause 4.1, are satisfied or waived, as the case may be, shall be the Appointed Date which shall be the date of commencement of the Concession Period.

4.5 Termination upon delay

Without prejudice to the provisions of Clauses 4.2 and 4.3 and subject to the provisions of Clause 9.2, the Parties expressly agree in the event the Appointed Date does not occur, for any reason whatsoever, on or before the 165 (one hundred and sixty five) days from the date of this Agreement or the extended period (if any) provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Concessionaire, the Performance Security of the Concessionaire shall be encashed and appropriated by the Authority as Damages thereof.

ARTICLE 5. OBLIGATIONS OF THE CONCESSIONAIRE

5.1 Obligations of the Concessionaire

5.1.1 Subject to and on the terms and conditions of this Agreement, the Concessionaire shall, at its own cost and expense, implement the Project, procure finance for and undertake the design, engineering, procurement, construction, operation and maintenance of the Project Facility, and observe, fulfil and perform all its obligations set out in this Agreement or arising hereunder.

5.1.2 The Concessionaire at its own cost and expenses, shall obtain from the relevant Government Instrumentalities, the Applicable Permits (including renewals as required) and keep in force and comply with the conditions of all Applicable Permits for the development, operation and maintenance of the Project and upon Termination, the transfer of the Project to the Authority.

5.1.3 Save and except as otherwise provided in this Agreement or Applicable Laws, the Concessionaire shall discharge its obligations in accordance with Good Industry Practice and as a reasonable and prudent person.

5.1.4 The Concessionaire shall, at its own cost and expense, in addition to and not in derogation of its obligations elsewhere set out in this Agreement:

(i) procure, as required, the appropriate proprietary rights, licenses, agreements and permissions for materials, methods, processes and systems used or incorporated into the Project Facility;

(ii) Perform and fulfil its obligations under the Financing Agreements, ensuring that such agreements are consistent with the terms and conditions of this Agreement. The Concessionaire shall submit copies of all executed Financing Agreements to the Authority for verification. Any deviation from the provisions of this Agreement shall be the sole liability of the Concessionaire;

(iii) comply and observe at all times with all Applicable Permits and Applicable Laws including any instructions/ guidelines/ policies/ development norms of the Authority in the performance of its obligations under this Agreement including those being performed by any of its Contractors;

(iv) carry out design, construction and development of the Project Facility in compliance with the approved Development Plan, approved Drawings, Applicable Laws, Applicable Permits and the provisions of this Agreement;

(v) arrange for and procure, at its own cost and risk, all infrastructure facilities and utilities for the construction, development, operation and maintenance of the Project, including procuring connection for and supply of electricity, water, gas and other utilities as may be necessary or required for the operation of the Project. The Concessionaire shall obtain all Applicable Permits and comply with the conditions thereunder for the procurement and use of such infrastructure facilities and utilities;

(vi) carry out its obligations and duties with regard to the operation and maintenance of the Project in accordance with the provision of this Agreement and Schedules hereof. The obligations shall include all works arising from any obligation of the Concessionaire, and all duties not mentioned in this Concession Agreement,

but which may be inferred to be necessary for the safe, reliable and efficient operation of the Project. The Concessionaire shall provide all superintendence, labour, plant, materials, equipment, and all such other things for such operation and maintenance (including remedying of defects);

(vii) take full responsibility for the adequacy, stability and safety of all operations at the Project Site, of all methods of construction, operation and maintenance of the Project, irrespective of any approval or consent by the Authority;

(viii) to pay at its own cost all applicable taxes/ charges/ fees/ levies existing as on date and as may be applicable in future including GST, stamp duty, registration charges, and any other legal documentation charges, if any, in relation to the Project, as leviable. The applicable amount of Property Tax shall be paid by the Concessionaire to the Authority as a reimbursement in terms of Clause 5.4;

(ix) to duly supervise, monitor and control the activities of Contractors, sub-contractors, their employees and agents under their respective Project Agreements as may be necessary;

(x) ensure and procure that its Contractor(s) or sub-licensee (permitted only for cafeteria and retail kiosk/ shop) comply with all Applicable Permits and Applicable Laws in the performance by them of any of the Concessionaire's obligations under this Agreement;

(xi) to take all reasonable precautions for the prevention of accidents on or about the Project Facility and provide all reasonable assistance and emergency medical aid to accident victims;

(xii) not to permit any Contractor, sub-contractors, sub-licensees or any third person, claiming through or under the Concessionaire, to create or place any Encumbrances or security interest over all or any part of Project Site or the Project Assets or on any rights of the Concessionaire therein or under this Agreement, save and except as expressly permitted in this Agreement;

(xiii) to ensure that such Project Site remains free from all encumbrances, encroachments and trespass during the entire Concession Period;

(xiv) shall be solely and primarily responsible to the Authority for observance of all the provisions of this Concession Agreement on behalf of the Concessionaire, its employees and representatives and also on behalf of the sub-licensees, their employees and agents and any person acting under or for and on behalf of any of them as if they were the acts or defaults of the Concessionaire;

(xv) make payment of the Concession Fee and Gross Revenue Share to the Authority in accordance with Article 15;

(xvi) carry out necessary shifting and cutting of trees and make payment for shifting of utility poles necessary for construction of the approved design;

(xvii) transfer the Project Assets to the Authority upon Termination in accordance with the provisions of this Agreement;

(xviii) The Concessionaire shall develop, implement and administer a safety programme for the Project, its staff, Users and other persons, which shall include correction of safety violations and deficiencies, and all other actions necessary to provide a safe environment in accordance with this Agreement; and

(xix) The Concessionaire shall maintain records of all incidents, accidents, or safety-related occurrences within the Project Facility, including any injury to personnel or damage to property. In the event of any major accident or incident resulting in injury, loss of life, or significant damage to equipment or vehicles, the Concessionaire shall immediately on the same business day notify the Authority by email and, where applicable, the local Police or competent authority and shall submit a detailed incident report to the Authority within twenty-four (24) hours, along with details of corrective and preventive measures undertaken. A quarterly summary of such incidents and corrective measures taken shall be submitted to the Authority.

5.1.5 The Concessionaire is free to market, advertise, promote the Project/ Project Facilities in any manner as determined at its sole discretion, such as print media or social media or online platforms or apps, etc.

5.1.6 The Concessionaire shall, at all times, ensure that all aspects of the Project and processes employed in the construction and maintenance thereof shall conform with the laws pertaining to environment, health and safety aspects, policies and guidelines related thereto.

5.1.7 In case where the Concessionaire is achieving the Financial Close fully by means of own equity/capital contribution, the Concessionaire shall deposit requisite equity/capital funds into the Escrow Account from time to time to finance the Project.

5.1.8 The Concessionaire acknowledges and recognises that time is of the essence of this Agreement and that the performance of its obligations shall be construed accordingly.

5.2 Obligations relating to Project Agreements

5.2.1 It is expressly agreed that the Concessionaire shall, at all times, be responsible and liable for all its obligations under this Agreement notwithstanding anything contained in the Project Agreements or any other agreement, and no default under any Project Agreement or any other agreement shall excuse the Concessionaire from its obligations or liability hereunder. It shall be the responsibility of the Concessionaire to ensure the Project Agreements are in compliance with the provisions of this Agreement and in the event of any provision in the Project Agreements being in deviations of the terms of the Concession Agreement, the Concessionaire shall be bound to get such provision corrected/ modified at its cost.

5.2.2 *{The Concessionaire shall not make any addition, replacement or amendments to any of the Financing Agreements without the prior written consent of the Authority if such addition, replacement or amendment has, or may have, the effect of imposing or increasing any financial liability or obligation on the Authority, and in the event that any replacement or amendment is made without such consent, the Concessionaire shall not enforce such replacement or amendment nor permit enforcement thereof against the Authority.}*[8]

[8] Not applicable where the Project is being funded entirely through Concessionaire's own equity or capital contribution.

5.3 Obligations relating to Change in Ownership

5.3.1 The Concessionaire acknowledges and agrees that the Selected Bidder (whether a single entity[9] or the Members of a Consortium) shall hold 100% (one hundred percent) of the subscribed and paid-up equity share capital / capital contribution of the Concessionaire (whether incorporated as a Company or constituted as a Limited Liability Partnership) until the 3rd (third) anniversary of the COD, and shall thereafter maintain at least 51% (fifty-one percent) of such equity share capital / capital contribution for remaining term of the Concession Period.

5.3.2 In the event that the Selected Bidder is not a Consortium and executes this Agreement in its own name as the Concessionaire, the subscribed and paid-up equity share capital / capital contribution of the Selected Bidder/Concessionaire as existing on the bid submission date shall remain unaltered until the 3rd (third) anniversary of the COD. Thereafter, for remaining term of the Concession Period, equity share capital / capital contribution of the Selected Bidder/Concessionaire shall be maintained such that the shareholders / partners holding equity share capital / capital contribution as on the bid submission date shall collectively continue to hold at least fifty-one percent (51%) of such equity share capital / capital contribution.

5.3.3 Where the Selected Bidder is a Consortium, then, in addition to the requirements under Clause 5.3.1:

5.3.3.1 The Lead Member thereof shall be required, to hold equity share capital/ capital contribution representing not less than 51% (fifty-one per cent) of the subscribed and paid-up equity/capital contribution of the SPV/ Concessionaire until the 3rd (third) anniversary of the COD and shall thereafter hold not less than 26% (twenty six percent), for the entire Concession Period;

5.3.3.2 Each other consortium member whose technical capacity or financial capacity was evaluated for the purposes of qualification under the RFP, shall, until the 3rd (third) anniversary of the COD, hold equity share capital/ capital contribution representing not less than 26% (twenty-six per cent) of the subscribed and paid up equity/ capital contribution of the SPV/ Concessionaire.

5.3.4 Any dilution, transfer or modification in the shareholding/capital pattern in the breach of equity share capital / capital contribution lock-in requirements stipulated in this Clause would be treated as Concessionaire Default.

5.3.5 Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that:

(a) In case of the Concessionaire being a Company:

i. all acquisitions of equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of

[9] Only if single Bidder opts to incorporate SPV for Project.

the direct or indirect legal or beneficial ownership or control of any equity, in aggregate of 25% (twenty-five per cent) or more of the total equity of the Concessionaire; or

ii. acquisition of any control directly or indirectly of the Board of Directors of the Concessionaire by any person either by himself or together with any person or persons acting in concert with him;

(b) In case of the Concessionaire being partnership firm or LLP:

i. any change in the ownership, directly or indirectly, resulting in the admission of a new partner holding, individually or together with others acting in concert, an aggregate interest of 25% (twenty-five per cent) or more in the profits or capital of the Concessionaire; or

ii. acquisition of any control, directly or indirectly, over the management or decision-making powers of the Partnership Firm/LLP by any person, either by himself or together with any person or persons acting in concert with him.

shall constitute a Change in Ownership requiring prior written approval of the Authority from national security and public interest perspective, the decision of the Authority in this behalf being final, conclusive and binding on the Concessionaire, and undertakes that it shall not give effect to any such acquisition of equity share capital/ capital or profit, as applicable or control of the Board of Directors/ management or decision-making powers, as applicable of the Concessionaire without such prior approval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire from any liability or obligation under this Agreement.

For the purposes of this Clause 5.3.5(a), in case of Concessionaire being Company:

(a) the expression "**acquirer**", "**control**" and "**person acting in concert**" shall have the meaning ascribed thereto in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeover) Regulations, 2011 or any statutory re-enactment thereof as in force as on the date of acquisition of share Capital, or the control of the Board of Directors, as the case may be, of the Concessionaire;

(b) the indirect transfer or control of legal or beneficial ownership of equity share capital shall mean transfer of the direct or indirect beneficial ownership or control of any company or companies whether in India or abroad which results in the acquirer acquiring control over the shares or voting rights of shares of the Concessionaire; and

(c) power to appoint, whether by contract or by virtue of control or acquisition of shares of any company holding directly or through one or more companies (whether situated in India or abroad) the equity share capital of the Concessionaire, not less than half of the directors on the Board of Directors of the Concessionaire

or of any company, directly or indirectly whether situated in India or abroad, having ultimate control of 25% (twenty five per cent) or more of the equity of the Concessionaire shall constitute acquisition of control, directly or indirectly, of the Board of Directors of the Concessionaire.

For the purposes of this Clause 5.3.5(b), in case of Concessionaire being partnership firm or LLP:

(a) the terms 'control', 'ownership' and 'person acting in concert' shall be interpreted in accordance with their plain commercial meaning, or as applicable under relevant commercial laws.

5.4 Obligations relating to taxes and other charges

5.4.1 The Concessionaire shall at all times during the subsistence of this Agreement, be solely responsible for payment of all present and future outgoings, cesses, Taxes including local taxes and other charges whatsoever and all increases thereto, in respect of the Project Facility on the due dates thereof.

5.4.2 Property Tax in respect of the Project Site at the applicable rate shall be paid by the Authority to the municipal authority concerned. The Concessionaire shall reimburse to the Authority the amount of Property Tax so paid within a period of 30(thirty) days of receiving written intimation from the Authority. Any delay in reimbursement beyond the said period shall entail payment of interest at the rate specified in Clause 27.3, computed for the period of delay.

5.4.3 If the Concessionaire fails to reimburse the Property Tax amount and interest thereon within 90 (ninety) days from the due date as specified above, the Authority shall have the right to recover the same through forfeiture of Performance Security or any other amounts due or becoming due to the Concessionaire under this Agreement, without prejudice to any other remedies available to the Authority.

5.4.4 The Concessionaire shall also make timely payments for all utility services in respect of the Project Facility including water, sewerage, solid waste, electricity, telecommunications, internet, cable charges, etc. Notwithstanding the foregoing, the electricity and water connections for the Project Site shall be obtained in the name of the Authority; however, all charges, fees, and dues in relation thereto shall be borne and paid by the Concessionaire directly to the respective service provider.

5.5 Branding of Project

The Authority shall permit the Concessionaire to display its brand identity at one or more prominent locations within the Project Site, in a manner and form approved by the Authority. Save and except such on-site brand display rights, the Project shall be known, promoted, displayed, and advertised solely in the name of the Authority (<Insert Name>), including on websites, marketing journals, and other digital or print media.

5.6 Security and Safety at the Project Site and Project Facility

For security and safety at the Project Site, the Concessionaire shall:

(a) provide and maintain boundary wall/ perimeter fencing and other suitable protection around the Project Site and shall be responsible for the security

arrangements in order to maintain safe and orderly conduct of its business and the security thereof.

(b) install and operate a closed-circuit television system to monitor such parts of the Project as may be necessary and expedient for safe operations of the Project Facilities in accordance with Good Industry Practice.

(c) engage and depute trained personnel for maintaining the security and safety of Users and their vehicles inside the Project Site in accordance with Good Industry Practice.

(d) abide by and implement any instructions of the Authority or its authorized Personnel for enhancing the security within and around the Project Site. The Concessionaire shall not be entitled to any compensation for disruption of its operations or loss or damage resulting from the implementation of any instruction of the Authority or its Authorized Representative.

5.7 Obligations relating to basic amenities and utilities

The Concessionaire shall develop, operate and maintain appropriate and adequate basic amenities, utilities and facilities drinking water, toilets for men, women and persons with disabilities, designated parking spaces for vehicles wherever applicable, seating or waiting areas, first aid facilities and other User conveniences free of cost and ensure hygienic maintenance of same during the entire term of the Concession Period; provisioning of adequate lighting, ventilation, etc. at all times, in accordance with the Applicable Laws, Applicable Permits, approved Project Development Plan and Good Industry Practice. The Concessionaire shall be further responsible for any up-dation required from time to time to meet the growing number of Users visiting the Project Site subject to obtaining of Applicable Permits.

5.8 Obligations relating to Minimum Development Requirements

5.8.1 The Concessionaire shall develop, construct, operate, and maintain the Minimum Development Requirements at the Project Site, comprising both the physical infrastructure and testing equipment necessary for establishing and operating the Automated Testing Station. Such Minimum Development Requirements shall include, but not be limited to, vehicle testing lanes, administrative buildings, equipment rooms, control systems, safety installations, utilities, and essential user amenities, appropriate to the Project as detailed in **Schedule–B and Schedule-C** to this Agreement (the "**Minimum Development Requirements**").

5.8.2 All Minimum Development Requirements shall be developed and installed in accordance with Applicable Laws, including the Tamil Nadu Combined Development and Building Rules, 2019, and in conformity with the standards, specifications, and guidelines prescribed by the Ministry of Road Transport and Highways (MoRTH), Govt. of India from time to time. The layout and design of the Project Facility shall also comply with the Harmonised Guidelines and Standards for Universal Accessibility in India, 2021, ensuring barrier-free access and safety for all Users.

5.8.3 The Concessionaire shall ensure that all testing equipment, machinery, and associated systems forming part of the Minimum Development Requirements are new, calibrated,

certified, and comply with the technical standards of Equipment prescribed under the **Schedule C** and other Applicable Laws. The Concessionaire shall maintain valid calibration certificates of Equipment and ensure periodic re-calibration as per manufacturer's or statutory requirements.

5.8.4 The Minimum Development Requirements shall be independent of any ancillary facilities proposed by the Concessionaire and shall be provided irrespective of the development of such ancillary facilities on the Project Site. For avoidance of doubt, it is clarified that subject to prior written approval of the Authority, the Concessionaire may construct ancillary facilities within the Project Site during the Concession Period, limited to:
(a) a cafeteria with a maximum built-up area of 400 sq.ft.; and
(b) a retail kiosk/ shop with a maximum area of 100 sq.ft.
Provided that the development and operation of the ancillary facilities does not obstruct or interfere with the operation, safety, or maintenance of the ATS.

5.8.5 The Concessionaire further acknowledges and agrees that any such ancillary facilities shall be developed, operated, and maintained in accordance with the provisions of this Agreement, which shall, for this purpose, apply mutatis mutandis to such facilities.

5.8.6 All essential public amenities such as toilets (for men, women, and persons with disabilities), drinking water facilities, first aid, seating areas, and signage shall be made available to Users free of cost and maintained in a clean and hygienic condition at all times during the Concession Period.

5.8.7 The Concessionaire shall have the flexibility to adopt any construction methods for development of the Project Facilities, subject to compliance with Applicable Laws, the Applicable Permits, and the provisions of this Agreement. Any development proposed beyond the Minimum Development Requirements shall also be subject to applicable building regulations and shall not compromise the quality, safety, or accessibility of the core amenities and services.

5.9 Sub- licensing of limited spaces within the Project Facility

5.9.1 The Concessionaire shall not lease, sub-lease, license, sub-license or otherwise transfer any part of the Project Site or the Project Facility. Notwithstanding the foregoing, the Concessionaire may, with the prior written approval of the Authority, grant sub-licenses only in respect of:

a) a cafeteria with built-up area not exceeding 400 (four hundred) square feet; and/or

b) a retail kiosk/shop area not exceeding 100 (one hundred) square feet, within the Project Facility, solely for the purposes of providing ancillary services to the Users and staff of the Project Facility.

No other sub-licensing, leasing, or transfer of any part of the Project Facility or Project Site shall be permitted under any circumstances.

5.9.2 The Concessionaire shall submit to the Authority for prior review and approval the draft standard format of the sub-license deed proposed to be executed with the sub-licensees.

The Authority may suggest modifications to safeguard its interests and shall revert within fifteen (15) days of submission. The Concessionaire shall adopt the format approved by the Authority and shall not make any alteration thereto that adversely affects the covenants or interests of the Authority.

In case of any deviation from the approved format or any exceptional arrangement, the prior written consent of the Authority shall be obtained before execution. The Concessionaire shall provide the Authority with a copy of each executed and signed sub-license deed within thirty (30) days of its execution.

5.9.3 Each such sub-license shall:

(i) be executed through a written sub-license deed approved by the Authority;

(ii) be co-terminus with this Agreement and stand automatically terminated upon expiry or earlier termination of this Agreement, without any liability whatsoever on the Authority;

(iii) expressly prohibit the sub-licensee from creating any Encumbrance or third-party rights in respect of the sub-licensed area;

(iv) become effective only after the issuance of the Completion Certificate by the Nodal Officer in accordance with this Agreement; and

(v) not contain any provision inconsistent with or derogating from the terms and conditions of this Agreement.

5.9.4 For the avoidance of doubt, no leasing or sub-leasing of land or built-up areas of the Project Site or Project Facility shall be permitted. Any arrangement other than the limited sub-licenses expressly permitted under this Clause 5.9 shall be deemed null and void and shall constitute a Concessionaire Event of Default under this Agreement.

5.10 Operation Mechanism of Automated Testing Station (ATS)

5.10.1 Slot Booking and Collection of Vehicle Testing Charges

a) Vehicle owners shall book testing slots at the ATS through the parivahan portal. The Vehicle Testing Charges shall be as prescribed by the Authority in the Schedule G and shall be payable by the vehicle owner at the time of slot booking. Out of the Vehicle Testing Charges so payable, the Certification Fee, as specified by the Authority, shall be credited directly to the Authority's account through the parivahan portal, and the balance amount shall constitute the Testing Fee. The Testing Fee alone shall be deposited into the designated Escrow Account linked to the Project at the time of slot booking.

b) The Concessionaire shall not charge any additional fees for conducting the vehicle fitness test. No cash or offline collections of Vehicle Testing Charges shall be permitted.

c) The Concessionaire shall ensure that vehicle owners attend the Automated Testing Station only after booking an online slot through the parivahan portal. The Concessionaire shall not permit or conduct testing of any vehicles at the Project Facility unless the vehicle owner has booked a slot online through the parivahan portal and made the requisite Vehicle Testing Charges payment.

5.10.2 **Fitness Certification**

a) The Concessionaire shall provide a dedicated office or space within the ATS for the Authority's appointed officer to verify and approve the vehicle fitness certificates for each test conducted.

b) The Concessionaire shall operate the testing Equipment and conduct vehicle fitness tests in accordance with approved testing protocols, ensuring accurate measurement of all required parameters. The Concessionaire shall adhere to "*Schedule F: Operation & Maintenance Requirements*" for carrying out any tests at the Project Facility. The certificate of testing/fitness shall also be issued according to the said Schedule F.

c) The Certification Fee shall accrue exclusively to the Authority and shall be credited directly to the Authority's account through the parivahan portal, without being deposited into the Escrow Account or included in the Gross Revenue.

5.11 Toilets and Other maintenance

The Concessionaire shall ensure that all areas accessible to the public, including toilets, are maintained in a hygienic and clean condition. Cleaning and housekeeping activities, including sanitation of toilets, shall be carried out at least on an hourly basis, or as and when required, in accordance with the provisions of this Agreement.

5.12 Environmental Compliances

The Concessionaire shall, at all times, ensure that all aspects of the Project Facilities and processes employed in the construction and maintenance thereof shall conform with the laws pertaining to environment, health and safety aspects, policies and guidelines related thereto. The Concessionaire shall obtain and maintain from time to time all necessary clearances from empowered Government Instrumentality and for this purpose shall carry out the necessary environmental impact assessment studies and implement appropriate environment management plans in respect of the Project Facilities.

ARTICLE 6. OBLIGATIONS OF THE AUTHORITY

6.1 General Obligations

6.1.1 The Authority shall, at its own cost and expense undertake, comply with and perform all its obligations set out in this Agreement or arising hereunder.

6.1.2 The Authority agrees to provide support to the Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following:

(i) upon written request from the Concessionaire, and subject to the Concessionaire complying with Applicable Laws, provide letter of recommendation to the Concessionaire in procuring Applicable Permits required from any Government Instrumentality for construction, operation and maintenance of the Project, subject to the Concessionaire submitting its applications complete in all respect in a timely manner;

(ii) transfer the Project Site on a license basis free from Encumbrances to the Concessionaire and ensure that that no barriers are erected or placed on or about the Project by any State Government Instrumentality or persons claiming through or under it, except for reasons of Emergency, national security or law and order or collection of inter-state taxes;

(iii) facilitate the Concessionaire in procuring police assistance for regulation of movement of public/ traffic, removal of trespassers and security on or at the Project whenever requested by the Concessionaire in writing;

(iv) not do or omit to do any act, deed or thing which may in any manner be violation of any of the provisions of this Agreement;

(v) support, cooperate with and facilitate the Concessionaire in the implementation and operation of the Project in accordance with the provisions of this Agreement.

(vi) Upon commencement of the Project Facility, the Authority shall ensure that concerned Regional Transport Offices ("RTOs") having jurisdiction over the Project Site discontinue and refrain from permitting or conducting any manual testing of Heavy Motor Vehicles ("HMV") and Light Motor Vehicles ("LMV"). All such HMV and LMV shall be mandatorily tested at the Project Facility. Testing of two-wheelers shall continue to be undertaken by the respective RTO.

ARTICLE 7. REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants to the Authority that:

(i) it is duly organized and validly existing under the laws of jurisdiction of its incorporation, and has full power and authority to execute and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;

(ii) it has taken all necessary corporate and other actions under Applicable Laws and its constitutional documents to authorize the execution, delivery and performance of this Agreement and to validly exercise its rights and perform its obligations under this Agreement;

(iii) {the Selected Bidder/Consortium Members/ its Associates}[10] has the financial standing and resources to fund the required equity and to raise the debt necessary for undertaking and implementing the Project in accordance with this Agreement;

(iv) this Agreement constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms hereof,

(v) it is subject to the laws of India, and hereby, expressly and irrevocably waives any immunity in any jurisdiction in respect of this Agreement or matters arising hereunder including any obligation, liability or responsibility hereunder;

(vi) the information furnished in the Bid and as updated on or before the Effective Date of this Agreement is true and accurate in all respects as on the date of this Agreement;

(vii) the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its Memorandum and Articles of Association / Partnership Deed/LLP Deed (as applicable) {or those of any member of the Consortium} or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;

(viii) there are no actions, suits, proceedings, or investigations pending or, to its knowledge, threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may result in the breach of this Agreement or which individually or in the aggregate may result in any material impairment of its ability to perform any of its obligations under this Agreement;

(ix) it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or Government Instrumentality which may result in any Material Adverse Effect on its ability to perform its obligations under this Agreement and no fact or circumstance exists which may give rise to

[10] Retain as applicable

such proceedings that would adversely affect the performance of its obligations under this Agreement;

(x) it has complied with Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this Agreement;

(xi) it shall at no time undertake or permit any Change in Ownership except in accordance with the provisions of Clause 5.3;

(xii) the Selected Bidder is duly organized and validly existing under the laws of the jurisdiction of its incorporation or registration, as the case may be, and has requested the Authority to enter into this Agreement with the Concessionaire pursuant to the Letter of Award, and has agreed to and unconditionally accepted the terms and conditions set forth in this Agreement;

(xiii) all its rights and interests in the Project shall pass to and vest in the Authority on the Transfer Date/ Termination, free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Authority, and that none of the Project Assets shall be acquired by it, subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement.

(xiv) no representation or warranty by it contained herein or in any other document furnished by it to the Authority or to any Government Instrumentality in relation to Applicable Permits contains or will contain any untrue or misleading statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

(xv) no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Concession or entering into this Agreement or for influencing or attempting to influence any officer or employee of the Authority in connection therewith;

7.2 Representations and warranties of the Authority

The Authority represents and warrants to the Concessionaire that:

(i) it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated herein and that it has taken all actions necessary under Applicable laws to execute this Agreement, exercise its rights and perform its obligations, under this Agreement;

(ii) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

(iii) it has complied with Applicable Laws in all material respects;

(iv) it has good and valid right to the Site and has power and authority to grant a license in respect thereto to the Concessionaire.

(v) it has no knowledge of any violation or default with respect to any order, writ,

injunction or any decree of any court or any legally binding order of any Government Instrumentality which may result in any Material Adverse Effect on the Authority's ability to perform its obligations under this Agreement;

(vi) all information provided by it in response to the Request for Proposals, including amendments thereto or disclosures thereunder, in connection with the Project is, to the best of its knowledge and belief, true and accurate in all material respects.

7.3 Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any right, remedy or obligation of either Party under this Agreement.

ARTICLE 8. DISCLAIMER

8.1 Disclaimer

8.1.1 The Concessionaire acknowledges that prior to the execution of this Agreement, the Concessionaire has, after a complete and careful examination, made an independent evaluation of the Request for Proposal, Scope of the Project, Project Site, Operation and Maintenance Requirements, existing structures, local conditions and all information provided by the Authority or obtained, procured or gathered otherwise, and has determined to its satisfaction the accuracy or otherwise thereof and the nature and extent of difficulties, risks and hazards as are likely to arise or may be faced by it in the course of performance of its obligations hereunder. The Authority makes no representation whatsoever, express, implicit or otherwise, regarding the accuracy, adequacy, correctness, reliability and/or completeness of any assessment, assumptions, statement or information provided by it and the Concessionaire confirms that it or any entity claiming under it shall have no claim whatsoever against the Authority in this regard.

8.1.2 The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire and/or its/ their Associates or any person claiming through or under any of them.

8.1.3 The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause 8.1.1 above shall not vitiate this Agreement or render it voidable.

8.1.4 In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause 8.1.1 above, that Party shall immediately notify the other Party, specifying the mistake or error; provided, however, that a failure on part of the Authority to give any notice pursuant to this Clause 8.1.4 shall not prejudice the disclaimer of the Authority contained in Clause 8.1.1 and shall not in any manner shift to the Authority any risks assumed by the Concessionaire pursuant to this Agreement.

8.1.5 Except as specifically set out in this Agreement, all risk relating to the Project shall be borne by the Concessionaire and the Authority shall not be liable in any manner for such risks or consequences thereof.

ARTICLE 9. PERFORMANCE SECURITY

9.1 Performance Security

9.1.1 Prior to the signing of this Agreement, the Concessionaire has provided an unconditional and irrevocable guarantee from a Bank for a sum equivalent to INR _____ (Rupees _____ only) in the form set forth in **Schedule-D** (the "**Performance Security**") for the performance of its obligations during the Concession Period under this Agreement.

9.1.2 The Concessionaire shall keep and maintain the Bank Guarantee furnished towards the Performance Security valid and in full force and effect at all times till expiry of 6 (six) months from the expiry of the Concession Period (through periodic renewals, if any required, at least one month prior to the expiry of the subsisting Performance Security Bank Guarantee). In the event the Concessionaire fails to provide the renewed/ extended Performance Security at least one month prior to the expiry of the subsisting bank guarantee, so as to maintain the Performance Security (of the applicable amount) valid throughout the term given hereunder, the Authority shall have the right to forfeit and appropriate the subsisting Performance Security Bank Guarantee. Failure of the Concessionaire to maintain the Performance Security in full force and effect throughout the term, in accordance with the provisions hereof, shall constitute an event of default by the Concessionaire in terms hereof.

9.2 Appropriation of Performance Security

Upon occurrence of a Concessionaire Default or failure to meet any Condition Precedent, or failure to remedy such default in the Cure Period, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate from the Performance Security the amounts due to it for and in respect of such Concessionaire Default or for failure to meet any Condition Precedent. Upon such encashment and appropriation from the Performance Security, the Concessionaire shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to the original level of the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement in accordance with the provisions herein. Upon such replenishment or furnishing of a fresh Performance Security, as the case may be, the Concessionaire shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Concessionaire Default or for satisfying any Condition Precedent, and in the event of the Concessionaire not curing its default or meeting such Condition Precedent within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement in accordance with Article 21.

9.3 Release of Performance Security

The Performance Security shall remain in force and effect throughout the period of (six) months beyond the expiry of the Concession Period, provided, however, that the Performance Security shall not be released and shall be kept alive by the Concessionaire if the Concessionaire is in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security along with the necessary particulars which establish satisfaction of the requirements specified in this Clause 9.3, the Authority shall release the Performance Security forthwith.

ARTICLE 10. RIGHT OF ACCESS

10.1 Project Site for Automated Testing Station

The site earmarked for development of the Project shall comprise the land as described in **Schedule-A**; and in respect of which the Right of Way shall be provided and granted by the Authority to the Concessionaire on a leave and license basis under and in accordance with this Agreement (the "**Site**" or "**Project Site**"). For the avoidance of doubt, it is hereby acknowledged and agreed that references to the Site shall be construed as references to the land required for development of the Project as set forth in **Schedule-A**.

10.2 License and Right of Access

10.2.1 The Authority hereby grants to the Concessionaire access to the Project Site for carrying out any surveys, investigations and Tests that the Concessionaire may deem necessary, it being expressly agreed and understood that the Authority shall have no liability whatsoever in respect of survey, investigations, inspections and Tests carried out or work undertaken by the Concessionaire on or about the Project Site pursuant hereto in the event of Termination or otherwise.

10.2.2 In consideration of the Concession Fee and Gross Revenue Share, this Agreement and the warranties and representations on the part of the Concessionaire herein contained, the Authority, in accordance with the terms and conditions set forth herein, hereby grants to the Concessionaire, commencing from the Appointed Date, license rights in respect of all Project Site (along with any buildings, structures, constructions or immovable assets, if any, thereon) comprising the Project Site which is described, delineated and shown in **Schedule-A** hereto (the "**Licensed Premises**"), on an "*as is where is*" basis, free of any Encumbrances, to construct, operate and maintain the said Licensed Premises for the purposes permitted under this Agreement. This license is non-transferable, non-exclusive, and shall not confer any tenancy, leasehold, ownership or proprietary interest in the Project Site. The Concessionaire shall not mortgage, lease, assign, or create any Encumbrances on the Licensed Premises in any manner whatsoever, except as specified in this Agreement.

10.2.3 The license, access and Right of Way granted under this Agreement to the Concessionaire shall always be subject to existing rights of way. It is expressly agreed that the license granted hereunder shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the license, upon the Termination of this Agreement for any reason whatsoever. For the avoidance of doubt, the Parties expressly agree that notwithstanding any temporary or permanent structures erected on the Project Site by the Concessionaire or its sub-licensees, the license in respect of the Project Site shall automatically terminate, without any further act of the Parties, upon Termination of this Agreement.

10.2.4 The Concessionaire hereby irrevocably appoints the Authority (acting directly or through a nominee) to be its true and lawful attorney, to execute and sign in the name of the Concessionaire a transfer or surrender of the license granted hereunder at any time after the Concession Period has expired or has been terminated earlier in terms hereof, a sufficient proof of which will be the declaration of any duly authorized officer of the Authority, and the Concessionaire consents to it being registered for this purpose.

10.2.5 It is expressly agreed that trees on the Project Site are property of the Authority except that the Concessionaire shall be entitled to exercise usufructuary rights thereon during the Concession Period.

10.3 Procurement of the Project Site

10.3.1 Not later than 10 (ten) days prior to Appointed Date , the Authority and the Concessionaire shall, on a mutually agreed date and time, inspect the Project Site to verify all the developments at the Project Site and prepare a memorandum containing an inventory of the Project Site including the vacant land, buildings, structures and any other immovable property on or attached to the Project Site free from Encumbrances ("**Joint Memorandum**"). Such memorandum shall have appended thereto an appendix (the **"Appendix"**) specifying in reasonable detail those parts of the Site to which vacant access and Right of Way has not been granted to the Concessionaire.

The Joint Memorandum shall be signed in 2 (two) counterparts (each of which shall constitute an original), by the authorised representatives of the Parties and upon the Appointed Date, subject to the provisions of Clause 10.2.2, shall be deemed to constitute a valid Right of Way to the Concessionaire for free and unrestricted use and development of the Project Site during the Concession Period under and in accordance with the provisions of this Agreement and for no other purpose whatsoever.

10.3.2 On and after signing the memorandum referred to in Clause 10.3.1, and until the Transfer Date, the Concessionaire shall maintain a round-the-clock vigil over the Site and shall ensure and procure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof, the Concessionaire shall report such encroachment or occupation forthwith to the Authority and undertake its removal at its cost and expenses.

10.4 Project Site to be free from Encumbrances

Subject to the provisions of Clause 10.3, the Project Site shall be made available by the Authority to the Concessionaire pursuant hereto free from all Encumbrances and occupations.

10.5 Protection of Project Site from encroachments

During the Concession Period, the Concessionaire shall protect the Project Site from any and all occupations, encroachments or Encumbrances, and shall not place or create nor permit any Contractor or other person claiming through or under the Concessionaire to place or create any Encumbrance or security interest over all or any part of the Project Site or the Project Assets, or on any rights of the Concessionaire therein or under this Agreement, save and except as otherwise expressly set forth in this Agreement. Access to any temporary Right of Way shall be arranged by the Concessionaire at its risk and cost.

10.6 Right of Access to the Authority and its Representative

The license, right of way and right to the Project Site granted to the Concessionaire hereunder shall always be subject to the right of access of the Authority, its duly authorised representative(s), Nodal Officer and any governmental authority and their employees and agents (authorized) for inspection, viewing and exercise of their right and performance of their obligation under this Agreement.

10.7 Geological and archaeological finds

It is expressly agreed that mining, geological or archaeological rights do not form part of the license granted to the Concessionaire under this Agreement and the Concessionaire hereby acknowledges that it shall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures or other remnants or things either of particular geological or archaeological interest and that such rights, interest and property on or under the Site shall vest in and belong to the Authority or the concerned Government Instrumentality. The Concessionaire shall take all reasonable precautions to prevent its workmen or any other person from removing or damaging such interest or property and shall inform the Authority forthwith of the discovery thereof and comply with such instructions as the concerned Government Instrumentality may reasonably give for the removal of such property. For the avoidance of doubt, it is agreed that (a) any reasonable expenses incurred by the Concessionaire hereunder shall be reimbursed by the Authority; and (b) if required, the Authority shall, at its sole discretion, grant reasonable extension of the Scheduled Completion Date for any delay caused as a direct consequence of any discovery, and any such delay shall not be attributable to the Concessionaire.

ARTICLE 11. CONSTRUCTION WORKS OF THE PROJECT

11.1 Obligations prior to commencement of construction

Prior to commencement of Construction Works, the Concessionaire shall in compliance with Project Development Plan prepare detailed drawings and:

(a) submit to the Authority its design, construction methodology, quality assurance procedures, and the procurement, engineering and construction time schedule for completion of the Project in accordance with the Scheduled Completion Date**;**

(b) submit the Good for Construction Drawings and all Drawings as per Clause 11.2;

(a) appoint its representative duly authorized to deal with the Authority in respect of all matters under or arising out of or relating to this Agreement; and

(b) undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of construction under and in accordance with this Agreement, the Applicable Laws, Applicable Permits, applicable specifications and standards including obtaining approval of the competent authority in respect of the detailed design of the Project; and all other approvals from the Authority and/or other concerned Government Instrumentality(s) as required for commencement of construction and completion of construction.

11.2 Drawings

In respect of the Concessionaire's obligations relating to the Drawings of the Project, the following shall apply:

(a) The Concessionaire shall prepare the required Drawings in accordance with applicable norms including FSI, height restrictions under the Tamil Nadu Combined Development and Building Rules (TNCDBR), and National Building Code (NBC), and submit 2 (two) sets to the Authority for review.

(b) The Authority shall review and return its observations, if any, within 15 (fifteen) days. The Concessionaire shall make necessary revisions and resubmit the Drawings within 7 (seven) days. One set of reviewed Drawings shall be shared with the Nodal Officer for his comments.

(c) No review and/or observation of the Authority and/or its failure to review and/or convey its observations on any Drawings shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner.

(d) Within 90 (ninety) days of Appointed Date, the Concessionaire shall furnish to the Authority complete set of Good for Construction (GFC) Drawings including MEP.

(e) Upon completion of construction, the Concessionaire shall also submit 2 sets of As-Built drawings including MEP and structural drawings to the Authority.

11.3 Construction Works of the Project

11.3.1 On or after the Appointed Date, the Concessionaire shall undertake Construction Works of the Project in a manner as specified in **Schedule-B** and **Schedule-C**. The Construction Works of the Project shall be completed within 1 (one) year from the Appointed Date (the "**Scheduled Completion Date**") and the Concessionaire agrees and undertakes that construction shall be completed before the Scheduled Completion Date.

11.3.2 In the event of occurrence of a Force Majeure Event or any reason attributable to the Authority, the Concessionaire fails to achieve completion of the Construction Works of Project by the Scheduled Completion Date, the Authority, upon receipt of written request from the Concessionaire for extension in time and giving reason therefor, may grant appropriate extension of time at such terms considered apt under the circumstances of the case. In the event of a delay arising from circumstances other than those specified above, the Concessionaire shall pay Damages to the Authority in a sum calculated at the rate of 0.2% (zero point two per cent) of the Performance Security for each day of delay, subject to a maximum of 18% (eighteen per cent) of the Performance Security.

11.4 Maintenance during Construction Period

During the Construction Period, the Concessionaire shall not cause any damage to the adjoining land/ buildings/ connecting road or street.

11.5 Clearance and disposal of Debris

During the Construction Period, the construction and demolition waste shall be disposed-off properly and in an environmentally compliant manner. No waste shall be dumped or stored within the Project Site premises or in any surrounding areas.

11.6 Temporary labour shelter and Material storage

All construction materials and the staff/labour quarters are to be set up within the Project Site premises only. No such facilities shall be set up on the land parcel owned by the Authority- adjacent to the Site.

11.7 Certificates to be submitted regarding construction of the facility

The Concessionaire during construction of the Project Facility, submit the following certificates and documents to the Authority for compliance:

(a) Certificate to show that no child labour is employed in the Project Facility;

(b) Proof of payment of Labour cess;

(c) Adherence to HSE policies and existing labour laws;

(d) Training and safe work practices;

(e) Adherence to construction standards and equipment installation standards prescribed for Automated Testing Stations, by the Ministry of Road Transport & Highways, Govt. of India;

(f) Construction of temporary toilets and ensuring hygiene to the workers/ employees;

(g) Comprehensive workers insurance; and

(h) Adherence to construction standards / NBC, other relevant building codes and Equipment installation standards.

ARTICLE 12. COMPLETION CERTIFICATE

12.1 Completion Certificate

Upon completion of Construction Works and after satisfying himself that:

a) all statutory approvals, clearances, and certificates required under Applicable Laws of GoTN/Central Government have been obtained;

b) readiness of the ATS to carry out all vehicle tests required under Applicable Laws and for the purposes of this Project;

c) all outstanding work, which the Authority requires to be completed by the Concessionaire before issuing the Completion Certificate, has been satisfactorily completed;

d) the Concessionaire has adhered to all terms of this Agreement;

e) as-built drawings have been submitted;

f) the Site is free from debris and no encroachment exists beyond the Project Asset Area; and

g) requisite structural safety certificates and related documents have been provided, the Nodal Officer shall forthwith issue to the Concessionaire and the Authority a certificate substantially in the form set forth in **Schedule-E** (the "**Completion Certificate**").

The Concessionaire acknowledges that until the Construction Works are Complete, the Authority shall not be able to allow the operations of ATS.

12.2 Withholding of Completion Certificate

12.2.1 If the Nodal Officer determines that the Project or any part thereof does not conform to the provisions of this Agreement and cannot be safely and reliably placed in commercial operation; it shall forthwith make a report in this behalf and send copies thereof to the Authority and the Concessionaire. Upon receipt of such a report from the Nodal Officer and after conducting its own inspection, if the Authority is of the opinion that the Project is not fit and safe for commercial service, it shall, within 7 (seven) days of receiving the aforesaid report, notify the Concessionaire of the defects and deficiencies in the Project and direct the Nodal Officer to withhold issuance of the Completion Certificate. Upon receipt of such notice, the Concessionaire shall remedy and rectify such defects or deficiencies and thereupon Tests shall be undertaken to verify results. Such procedure shall be repeated as necessary until the defects or deficiencies are rectified.

12.2.2 The Nodal Officer shall, within 7 (seven) days of being satisfied that the requirements under Clause 12.1 have been met, either issue the Completion Certificate or provide written reasons specifying the violations.

12.3 Completion Certificate not a cessation of liability

The issuance of Completion Certificate shall not in any way alter the liability of the Concessionaire, constitute a waiver of unfulfilled obligations, bar remedy or rectification of defects or constitute an acceptance of the Construction Works.

12.4 Regulatory clearances prior to commencing operation of Project Facility

Notwithstanding the issuance of the Completion Certificate under this Article 12, the Concessionaire shall be required to obtain the requisite completion certification/ occupation certificate/ consent to operate/ readiness certificate, as the case may be, from the concerned Government Instrumentality(s) as per Applicable Laws of GoTN/ Central Govt. prior to commencing commercial operation of the Project Facility.

ARTICLE 13. ENTRY INTO COMMERCIAL SERVICE

13.1 Commercial Operation Date (COD)

13.1.1 The Project shall be deemed to be complete when the Completion Certificate for the Project Facility is issued and accordingly the commercial operation date of the Project shall be the date on which such Completion Certificate is issued (the **"Commercial Operations Date" or "COD"**).

13.1.2 If the COD is not achieved by the Concessionaire by the Scheduled Completion Date or within any extended period granted under Clause 11.3, unless such delay is on account of reasons attributable to the Authority or the Force Majeure, the Authority shall, without prejudice to its other rights and remedies, be entitled to terminate this Agreement for Concessionaire default and forfeit the Performance Security of the Concessionaire as Damages.

ARTICLE 14. OPERATIONS AND MAINTENANCE

14.1 O&M obligations of the Concessionaire

14.1.1 During the O&M Period, the Concessionaire shall operate and maintain the Project in accordance with this Agreement either itself or through an experienced O&M Contractor possessing requisite technical, financial and managerial expertise/ capability and if required, modify, repair or otherwise make improvements to the Project to comply with the provisions of this Agreement, Applicable Laws and Applicable Permits, and Good Industry Practice.

14.1.2 The obligations of the Concessionaire hereunder shall include (but not limited to) the following:

(a) permitting and ensuring safe, smooth and uninterrupted use of the Project, including prevention of loss or damage thereto, during normal operating conditions;

(b) carrying out periodic preventive and routine maintenance works and repairs of all Project Assets, facilities, utilities, etc. at the Project Facility and common areas in accordance with the provisions of this Agreement particularly **Schedule-B (Scope of Work), Schedule C (Infrastructure & Equipment Requirements)** and **Schedule-F (Operation and Maintenance Requirements)**;

(c) ensure to abide by the provisions of all applicable employment and labour welfare legislations and other similar laws, rules and orders as issued and amended from time to time during the Concession Period;

(d) preventing, with the assistance of concerned law enforcement agencies, any encroachments on, or unauthorized entry to or use of the Project;

(e) O&M of all communication, control and administrative systems necessary for the efficient operation of the Project and for providing safe, smooth and uninterrupted use of the Project;

(f) deploying professionally trained staff in adequate number to manage complete operations of the Project Facility and its upkeep, security, etc. in terms of this Agreement and Good Industry Practice;

(g) exercising appropriate control over its Contractors, vendors, agents, staff, etc. and managing, directing, administering, and supervising their working to ensure compliance with the provisions of this Agreement. The Concessionaire may outsource any of the activities such as security, advertisement, horticulture, etc. with intimation to the Authority; however, the primary responsibility shall remain with the Concessionaire;

(h) minimizing disruption in the event of accidents or other incidents affecting the safety and use of the Project by providing a rapid and effective response and maintaining liaison with emergency services of the city;

(i) acquiring operational/renewal of licenses for all plant and machinery and any other necessary approvals during operations and maintenance;

(j) ensuring annual audit of the Project Facility, including the structural integrity of

buildings and vehicle testing lanes, and the performance and calibration of all testing Equipment, to ensure compliance with Applicable Laws;

(k) Payment of usage charges for utilities;

(l) ensure optimal operational efficiency and take all necessary measures to minimize vehicle waiting times and queues at the Project Facility;

(m) maintain records of all testing activities, total vehicles tested, classified by type (LMV/HMV), slot bookings, test results and certificates issued, and revenue collections;

(n) make provision of adequate security to prevent any theft and provide a 24-hour surveillance system which continuously monitors and controls entry into and exit from the facility. A Closed-Circuit Television (CCTV) network shall be provided for security and surveillance as well as for central monitoring purposes. Further access-controlled entry and exit system for vehicles shall be provided; and

(o) handback the Project Facility to the Authority or its nominee in good condition normal wear and tear excepted at the end of Concession Period or early termination.

14.1.3 If the Concessionaire fails to comply with any directions issued by the Authority or any Government Instrumentality acting under any Applicable Laws, as the case may be, on account of its any act of omission or commission in relation of the maintenance obligations herein, and consequently becomes liable to pay any fine, penalty or interest under the provisions of Applicable Laws, then the same shall be borne solely by the Concessionaire without any liability of the Authority.

In the event the Authority is required to pay any penalty/ fine/ interest to the Government Instrumentality on account of any act of omission or commission of the Concessionaire in relation to the Project being implemented, then the Authority shall be entitled to be indemnified by the Concessionaire under Article 23. For the avoidance of doubt, the Authority shall have the right to encash the Performance Security, in whole or in part, to recover any such amounts payable by the Concessionaire under this clause, without prejudice to any other rights or remedies available to the Authority under this Agreement.

14.1.4 Notwithstanding anything contained herein, the Concessionaire shall be solely responsible for all the claims or proceedings filed with respect to the O&M of the Project whether with regard to any negligence or deficiency in service committed by the Concessionaire at the Project Facility, or otherwise for any reasons whatsoever whether intentionally or unintentionally, and the Authority shall not be responsible or liable for the same whether vicariously or otherwise and the Concessionaire shall always keep the Authority indemnified in this regard.

14.2 Operation and Maintenance Requirements

The Concessionaire shall procure that at all times during the Operation Period, the Project is maintained in accordance with the provisions of this Agreement, Applicable Laws, Applicable Permits and Good Industry Practice (the "**Operation and Maintenance Requirements**"), as more specifically set out in **Schedule-F**.

14.3 Restoration of loss or damage to the Project

Save and except as otherwise expressly provided in this Agreement, in the event that the Project or any part thereof suffers any loss or damage during the Concession Period from any cause whatsoever, the Concessionaire shall, at its cost and expense, rectify and remedy such loss or damage forthwith so that the Project conforms to the provisions of this Agreement.

14.4 Excuse from performance of obligations

The Concessionaire shall not be considered in breach of its obligations under this Agreement if any part of the Project is not available to public on account of any of the following for the duration thereof:

(a) an event of Force Majeure;

(b) measures taken to ensure the safe use of the Project except when unsafe conditions occurred because of failure of the Concessionaire to perform its obligations under this Agreement; or

(c) compliance with a request from the Authority or the directions of any Government Instrumentality, the effect of which is to close all or any part of the Project.

Provided, that any such non-availability and particulars thereof shall be notified by the Concessionaire to the Authority without any delay. Provided further that the Concessionaire shall keep all unaffected parts of the Project open to public, provided they can be operated safely.

ARTICLE 15. CONCESSION FEE AND GROSS REVENUE SHARE

15.1 Concession Fee

15.1.1 In consideration of the grant of Concession, the Concessionaire shall, commencing from Appointed Date, pay to the Authority by way of annual concession fee, a sum of INR 1 (Rupee one) for each year till the end of the Concession Period ("**Concession Fee**").

15.1.2 The Concession Fee payable every year under the provisions of this Article 15, shall be due and payable yearly and first such payment shall be made within 15 (fifteen) days from the Appointed Date. Thereafter, the Concession Fee shall be paid within 15 (fifteen) days from the beginning of each subsequent year from the Appointed Date. In the event of any delay in payment, the Concessionaire shall pay interest for the period of delay, calculated at the rate specified in Clause 27.3.

15.1.3 The Parties clearly agree that any liability arising on account of GST and all other applicable taxes and levies on the Concession Fee payable by the Concessionaire to the Authority, shall be borne by the Concessionaire only.

15.2 Gross Revenue Share

The Concessionaire shall, subject to terms hereof and basis its quote in the financial bid, pay to the Authority, share in its Gross Revenue ("**Gross Revenue Share**"), which shall be equivalent to [*][11] % of the Gross Revenue and shall be payable on a monthly basis commencing from the COD of the Project:

The Gross Revenue Share for each relevant month from the COD, shall be payable by the Concessionaire latest by the 5th (fifth) day of the subsequent month and shall be subject to verification and reconciliation on a quarterly, semi-annual and/or annual basis, as required by the Authority in its discretion. For this purpose, the Parties hereto agree as follows:

i. Authority and its representatives shall be permitted to inspect at any reasonable time the books, records and other material kept by or on behalf of the Concessionaire in order to check or audit any information related to the calculation of Gross Revenue Share as paid/reported to the Authority. The Concessionaire shall make available to the Authority and its representatives such information and grant such access as they shall reasonably require in connection therewith.

ii. The applicable Gross Revenue used for final verification/reconciliation shall subject to Clause 15.3 below, be the revenue as certified by Statutory Auditor, in case the Concessionaire is a Company or by the Chartered Accountant[12] auditing the accounts of the Concessionaire in any other case.

iii. The Concessionaire shall be solely responsible for bearing and paying any GST or other applicable taxes and levies arising on the Gross Revenue Share payable

[11] The percentage quoted in Financial Bid will be mentioned here at the time of execution of this Agreement.
[12] In case where Statutory Auditor is not mandatory for the Concessionaire, the revenue certified by the firm of auditors which audits the annual accounts of the Concessionaire shall be considered for this purpose.

by the Concessionaire to the Authority.

iv. The Certification Fee levied and collected for issuing the Fitness Certificate by the Authority shall not form part of the Gross Revenue of the Concessionaire, at any point in time during the Concession Period.

15.3 Additional Auditor

15.3.1 The Authority shall, at its own cost, have the option to appoint another firm of chartered accountants duly licensed to practice in India (the "**Additional Auditor**") to conduct a special audit of the Gross Revenue and the financial statements, documents and supporting evidences thereto as may be mandated by the Authority and report to the Authority such information as may be desired by the Authority for any period and the Gross Revenue ("**Special Audit**").

15.3.2 In the event that the Gross Revenue reported by the Additional Auditor is higher than that reported by the Statutory Auditor, the auditors shall meet to resolve such differences and if they are unable to resolve the same, the Concessionaire shall pay the Gross Revenue Share on the Gross Revenue reported by the Additional Auditor. The Concessionaire shall also pay interest at the rate specified in Clause 27.3 on the difference between the Gross Revenue Share on the Gross Revenue paid by the Concessionaire based on the Gross Revenue reported by the Statutory Auditor/Chartered Accountant and that payable by the Concessionaire based on the Gross Revenue reported by the Additional Auditor for the intervening period between the payment of the revenue share as above. Further the Concessionaire shall reimburse all costs, charges and expenses related to the Special Audit. Without prejudice to the aforesaid, if the difference between the Gross Revenue reported by the Additional Auditor and that reported by the Statutory Auditor/ Chartered Accountant is higher than 5% (five percent), the Authority shall at its sole discretion have the right to require a Special Audit for the entire outstanding tenure of the Concession.

15.3.3 During the subsistence of this Agreement, the Concessionaire shall maintain all documents and supporting evidence for its financial statements including agreements and documents with respect to all capital and debt raised by the Concessionaire, capital and revenue expenses towards the Project, vehicle-wise testing data, and all fees and charges collected in connection with the Project. The Concessionaire shall submit to the Authority a financial statement of the Gross Revenue for every 6 (six) months period ending on 30th September and 31st March every year, duly certified by its Statutory Auditors/Chartered Accountant. The certificate must be furnished within 30 (thirty) days of the end of each such period.

15.4 Set-off

The Concessionaire shall not be entitled to retain or set-off any amount due to the Authority by it except as expressly provided hereunder, but the Authority may retain or set-off any amount owed to it by the Concessionaire under this Agreement which has fallen due and payable, against any amount due to the Concessionaire under this Agreement.

ARTICLE 16. COLLECTION OF VEHICLE TESTING CHARGES AND ANCILLARY REVENUES

16.1 Collection and Appropriation of Vehicle Testing Charges and Ancillary Revenues

16.1.1 **Vehicle Testing Charges**

On and from the COD till the Transfer Date, the Concessionaire shall have the sole and exclusive right to collect the Vehicle Testing Charges from the Users of the Project Facilities. The Vehicle Testing Charges shall be as prescribed by the Authority and set out in Schedule G and shall be payable by the vehicle owner at the time of slot booking via the parivahan portal. Out of the Vehicle Testing Charges so collected, the Certification Fee component, as specified in Schedule G shall accrue solely to the Authority and shall be credited directly to the Authority's account through the parivahan Portal, while the balance amount constituting the Testing Fee shall be deposited into the designated Escrow Account linked to the Project. For the purpose of revenue sharing under this Agreement, only the Testing Fee component of the Vehicle Testing Charges shall be considered. The Concessionaire shall not levy or collect any amount in excess of the Vehicle Testing Charges prescribed by the Authority from time to time, from the vehicle owners for testing the vehicles at the Project Facility.

16.1.2 Ancillary Revenues

All other revenues generated by the Concessionaire in connection with the Project Facility shall be treated as Ancillary Revenues and shall also be deposited into the designated Escrow Account, including:

a. Retail and Cafeteria Revenue: Proceeds from the sale of goods and services at the cafeteria and retail kiosks/shops within the Project Facility;

b. Sub-license Fees: Fees and charges payable by any sub-licensee of the cafeteria or retail kiosks/shops, under sub-license agreements approved by the Authority;

c. Advertisement Revenue: Proceeds from advertising, branding, or promotional activities within the Project Facility, including display boards, digital screens, hoardings, and other permitted advertising formats, in accordance with Applicable Laws and the provisions of this Agreement.

16.1.3 All Vehicle Testing Charges and Ancillary Revenues under clause 16.1.1 and 16.1.2 shall be:

i. collected online through approved digital/payment mechanisms;

ii. credited in the following manner:

   a. the Certification Fee component of the Vehicle Testing Charges shall be credited directly to the Authority's account through the parivahan portal; and

   b. the Testing Fee component of the Vehicle Testing Charges and all Ancillary Revenues shall be deposited directly into the designated Escrow Account linked to the Project;

iii. recorded and reconciled monthly, with a statement submitted to the Authority within 5 (five) days of the end of each month; and

iv. used only as expressly permitted under this Agreement.

16.1.4 Upon payment of the Vehicle Testing Charges through the parivahan portal, the vehicle owner shall be entitled to access and use the Project Facility for the booked service. The Concessionaire shall not place any restriction on such use, except as required under Applicable Laws, Applicable Permits, or this Agreement.

16.1.5 Public amenities, including toilets, drinking water, and seating areas etc., shall be provided free of cost to Users. The Concessionaire may determine and charge Ancillary Revenues only in respect of cafeteria, retail kiosk/shop and advertisement spaces within the Project Facility. The Concessionaire shall not have the right to alter, set, or collect Vehicle Testing Charges, which are fixed by the Authority.

16.1.6 The Authority expressly recognizes the right of the Concessionaire or its employees, staff or its agents acting on behalf of the Concessionaire (i) to levy, demand, collect, retain, and to appropriate Ancillary Revenues in accordance with the terms of this Concession Agreement; and (ii) to exercise all rights and remedies available under Applicable Laws and under this Concession Agreement for the recovery of Ancillary Revenues.

16.1.7 The Concessionaire shall ensure that adequate signage is displayed at prominent locations within the Project Site, clearly indicating the applicable charges for services, along with a grievance redressal mechanism for Users.

ARTICLE 17. ESCROW ACCOUNT

17.1 Escrow Account

17.1.1 The Concessionaire shall, prior to the Appointed Date, open and establish an Escrow Account with a Bank (the "**Escrow Bank**") in accordance with this Agreement read with the Escrow Agreement.

17.1.2 The nature and scope of the Escrow Account are fully described in the agreement (the "**Escrow Agreement**") to be entered into amongst the Concessionaire, the Authority and the Escrow Bank, which shall be substantially in the form set forth in **Schedule-I**.

17.2 Deposits into Escrow Account

The Concessionaire shall deposit or cause to be deposited the following inflows and receipts into the Escrow Account:

(a) all monies received in relation to the Project from any source;

(b) all funds received by the Concessionaire from its shareholders or partners, as the case may be, in any manner to finance the Project;

(c) all funds from its lenders, if any;

(d) all Testing Fee, Ancillary Revenues, payments, revenues including proceeds of any refunds, donations, grants, gifts including tax refunds of any nature, rentals, deposits (including security deposits), advances from sub-licensees, capital receipts or insurance claims any advances, deposits, maintenance charges, etc. collected from the Users, sub-licensees, etc. in relation to usage of the Project Facility;

(e) all payments by the Authority, after deduction of any outstanding payments; and

(f) Termination Payment.

17.3 Withdrawals during Concession Period

17.3.1 The Concessionaire shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, inter alia, that deposits in the Escrow Account shall be appropriated in the following order every month, or at shorter intervals as necessary, and if not due in a month, then appropriated proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due:

a) all taxes due and statutory payments due and payable by the Concessionaire for and in respect of the Project;

b) all payments relating to Construction Works of the Project subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;

c) Gross Revenue Share and Concession Fee due and payable to the Authority;

d) all payments towards Debt Service as per Financing Agreements due in an Accounting Year;

e) all payments, penalties and Damages certified by the Authority as due and payable to it by the Concessionaire;

f) O&M Expenses and other costs and expenses incurred by the Authority in

accordance with the provisions of this Agreement, and certified by the Authority as due and payable to it;

g) O&M Expenses;

h) any reserve requirements set forth in the Financing Agreements; and

i) balance, if any, in accordance with the instructions of the Concessionaire.

17.3.2 The Concessionaire shall not in any manner modify the order of payment specified in Clause 17.3.1, except with the prior written approval of the Authority.

17.4 Withdrawals upon Termination

17.4.1 Notwithstanding anything to the contrary contained in this Agreement, all amounts standing to the credit of the Escrow Account shall, upon Termination, be appropriated in the following order:

a) all taxes and statutory payments due and payable by the Concessionaire for and in respect of the Project;

b) outstanding Gross Revenue Share and Concession Fee;

c) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire;

d) payments relating to the liability for defects and deficiencies set forth in this Agreement;

e) incurred or accrued O&M Expenses;

f) any other payments required to be made under this Agreement; and

g) balance, if any, in accordance with the instructions of the Concessionaire.

Provided that the disbursements specified in Sub-clause (h) of this Clause 17.4.1 shall be undertaken only upon the expiry of defects liability period of 6(six) months as stipulated under Clause 22.6 of the Concession Agreement.

17.4.2 The provisions of this Article 17 and the instructions contained in the Escrow Agreement shall survive the termination or expiry of this Agreement and shall remain in full force and effect until the obligations set forth in Clause 17.4.1 have been discharged.

ARTICLE 18. INSURANCE REQUIREMENTS

18.1 Insurance during the Concession Period

The Concessionaire shall effect and maintain at its own cost, during the Concession Period, such insurances for such maximum sums as may be required under the Financing Agreements and Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Concessionaire shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Concessionaire during the Concession Period. The Concessionaire shall procure that in each insurance policy; the Authority shall be a co-insured.

18.2 Insurance Cover

Without prejudice to the provisions contained in Clause 18.1, the Concessionaire shall, during the Concession Period, procure and maintain Insurance Cover including but not limited to the following:

(a) loss, damage or destruction of the Project Assets, including assets handed over by the Authority to the Concessionaire, at replacement value;

(b) comprehensive third-party liability insurance including injury to or death of personnel of the Authority or others who may enter the Project Site;

(c) the Concessionaire's general liability arising out of the Concession;

(d) liability to third parties for goods or property damage;

(e) workmen's compensation insurance; and

(f) any other insurance that may be necessary to protect the Concessionaire and its employees, including all Force Majeure Events that are insurable at commercially reasonable premiums and not otherwise covered in items(a) to (e) above.

18.3 Notices to the Authority

No later than 30 (thirty) days prior to commencement of the Concession Period, the Concessionaire shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article 18. Within 30 (thirty) days of receipt of such notice, the Authority may require the Concessionaire to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure provided in Article 25 shall apply.

18.4 Evidence of Insurance Cover

All insurances obtained by the Concessionaire in accordance with this Article 18 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Concessionaire shall furnish to the Authority, notarized true copies of the certificate(s) of insurance, copies of insurance policies and premium payment receipts in respect of such insurance, and no

such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or non-renewal has been delivered by the Concessionaire to the Authority.

18.5 Remedy for failure to insure

If the Concessionaire shall fail to effect and keep in force all insurances which it is required to obtain pursuant hereto, the Authority shall have the option (not obligation) to either keep in force any such insurances, and pay such premia and recover the costs thereof from the Concessionaire, or in the event of computation of a Termination Payment, treat an amount equal to the Insurance Cover as deemed to have been received by the Concessionaire. In case of non-renewal or failure to obtain insurance, the Concessionaire shall indemnify the Authority of any obligations arising due to the same.

18.6 Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to this Article 18 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.

18.7 Concessionaire's waiver

The Concessionaire hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Concessionaire may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Concessionaire pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.

18.8 Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Concessionaire by credit to the Escrow Account and it shall notwithstanding anything to the contrary contained in this Agreement, apply such proceeds for any necessary repair, reconstruction, reinstatement, replacement, improvement and delivery of the Project Facilities, payment of Damages and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

18.9 Application and Priority of Insurance Proceeds

Insurance proceeds from any insured event shall be applied in the following order of priority:

a) Settlement of valid third-party claims (death, bodily injury, property damage, other covered losses);
b) Payment of compensation to the Authority for losses/damages/liabilities incurred due to the insured event;
c) Repair, reinstatement, or replacement of damaged/lost portions of the Project Facility;
d) Compensation for direct financial losses of the Concessionaire, if covered under the policy;
e) Transfer of any residual balance to the designated Concessionaire account.

18.10 Compliance with conditions of insurance policies

The Concessionaire expressly acknowledges and undertakes to fully indemnify the Authority from and against all losses and claims arising from the Concessionaire's failure to comply with conditions imposed by the insurance policies effected in accordance with this Agreement.

ARTICLE 19. FORCE MAJEURE

19.1 Force Majeure

As used in this Agreement, the expression "**Force Majeure**" or "**Force Majeure Event**" shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 19.2, 19.3, 19.4 respectively, if it affects the performance by the Party claiming the benefit of Force Majeure (the "**Affected Party**") of its obligations under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, and (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and (iii) has Material Adverse Effect on the Affected Party.

19.2 Non-Political Event

A Non-Political Event shall mean one or more of the following acts or events:

(a) act of God, epidemic, pandemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Project Site);

(b) strikes or boycotts (other than those involving the Concessionaire, Contractors or their respective employees/representatives, or attributable to any act or omission of any of them) interrupting supplies and services to the Project for a continuous period of 24 (twenty-four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year, and not being an Indirect Political Event set forth herein;

(c) any failure or delay of a Contractor but only to the extent caused by another Non-Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;

(d) any judgment or order of any court of competent jurisdiction or statutory authority made against the Concessionaire in any proceedings for reasons other than (i) failure of the Concessionaire to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority;

(e) the discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through inspection; or

(f) any event or circumstances of a nature analogous to any of the foregoing.

19.3 Indirect Political Event

An Indirect Political Event shall mean one or more of the following acts or events:

(a) an act of war (whether declared or undeclared), invasion, armed conflict, blockade, embargo, riot, terrorist or military action, civil commotion or politically motivated sabotage;

(b) any political or economic upheaval, disturbance, struggle or similar occurrence which could not have been anticipated or foreseen by a prudent person and which causes the operation of the Project to be financially unviable or otherwise not feasible;

(c) industry-wide or State-wide strikes or industrial action for a continuous period of 24 (twenty-four) hours and exceeding an aggregate period of 7 (seven) days in an Accounting Year;

(d) any civil commotion, boycott or political agitation which prevents operation of the Project by the Concessionaire for an aggregate period exceeding 7 (seven) days in an Accounting Year;

(e) failure of the Authority to permit the Concessionaire to continue the Development Works, with or without modifications, in the event of stoppage of such works after discovery of any geological or archaeological finds or for any other reason;

(f) any failure or delay of a Contractor to the extent caused by an Indirect Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor;

(g) any Indirect Political Event that causes a Non-Political Event; or

(h) any event or circumstances of a nature analogous to any of the foregoing.

19.4 Political Event

A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:

(a) Change in Law for which no relief is provided under the provisions of this agreement resulting in Material Adverse Effect;

(b) compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Concessionaire or of the Contractors;

(c) unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, license, permit, authorization, no objection certificate, consent, approval or exemption required by the Concessionaire or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire's or any Contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, license, authorization, no objection certificate, exemption, consent, approval or permit;

(d) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by or on behalf of such Contractor; or

(e) any event or circumstance of a nature analogous to any of the foregoing.

19.5 Duty to report Force Majeure Event

19.5.1 Upon occurrence of a Force Majeure Event, the Affected Party shall by notice report such occurrence to the other Party forthwith. Any notice pursuant hereto shall include full particulars of:

(a) the nature and extent of each Force Majeure Event with evidence in support thereof;

(b) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the Affected Party's performance of its obligations under this Agreement;

(c) the measures which the Affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event;

(d) Any other information relevant to the Affected Party's claim.

19.5.2 The Affected Party shall not be entitled to any relief for or in respect of a Force Majeure Event unless it shall have notified the other Party of the occurrence of the Force Majeure Event as soon as reasonably practicable, and in any event no later than 7 (seven) days after the Affected Party knew, or ought reasonably to have known, of its occurrence, and shall have given particulars of the probable material effect that the Force Majeure Event is likely to have on the performance of its obligations under this Agreement.

19.5.3 For so long as the Affected Party continues to claim to be materially affected by such Force Majeure Event, it shall provide the other Party with regular (and not less than weekly) reports containing information as required by Clause 19.5.1, and such other information as the other Party may reasonably request the Affected Party to provide.

19.6 Effect of Force Majeure Event on the Concession

19.6.1 Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the period set forth in Clause 4.1 for fulfilment of Conditions Precedent shall be extended by a period equal in length to the duration of the Force Majeure Event.

19.6.2 At any time after the Appointed Date, if any Force Majeure Event occurs:

(a) before COD, the Construction Period and the Schedule Completion Date shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists; or

(b) after COD, whereupon the Concessionaire is unable to operate the Project Facility or any part thereof and collect Vehicle Testing Charges/Ancillary Revenues from the Project Facility despite making best efforts or it is directed by the Authority or any Government Instrumentality to suspend the collection thereof during the subsistence of such Force Majeure Event, the Concession Period shall be extended by a period, as certified by its Statutory Auditor/Chartered Accountant along with supporting documents, equal in length to the period during which the

Concessionaire was prevented from collection of Vehicle Testing Charges/Ancillary Revenues on account thereof.

19.7 Allocation of costs arising out of Force Majeure

19.7.1 Upon occurrence of any Force Majeure Event prior to Appointed Date, the Parties shall bear their respective costs and no Party shall be required to pay to the other Party any costs thereof.

19.7.2 Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred and attributable to such event and directly relating to the Project (the "**Force Majeure Costs**") shall be allocated and paid as follows:

i. upon occurrence of a Non-Political Event, the Parties shall bear their respective Force Majeure Costs and neither Party shall be required to pay to the other Party any costs thereof;

ii. upon occurrence of an Indirect Political Event, all Force Majeure Costs attributable to such Indirect Political Event, and not exceeding the Insurance Cover for such Indirect Political Event, shall be borne by the Concessionaire, and to the extent Force Majeure Costs exceed such Insurance Cover, one half of such excess amount shall be reimbursed by the Authority to the Concessionaire; and

iii. upon occurrence of a Political Event, all Force Majeure Costs attributable to such Political Event as certified by its Statutory Auditors/Chartered Accountant along with supporting documents, shall be reimbursed by the Authority to the Concessionaire provided that no Force Majeure Costs shall be payable by the Authority if the Concession Period is increased as per Clause 19.6.2 so that the Concessionaire recovers the certified Force Majeure Costs.

19.7.3 For avoidance of doubt, Force Majeure Costs may include interest payments on debt, O&M Expenses, any increase in the cost of Construction Works on account of inflation and all other costs directly attributable to the Force Majeure Event, but shall not include loss of revenues from sub-licensing and all incomes derived or collected by it from or on account of the Project Facilities and associated services, or debt repayment obligations, and for determining such costs information contained in the Financial Package may be relied upon to the extent that such information is relevant.

19.7.4 Save and except as expressly provided in this Article, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereto.

19.8 Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 19, and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the

Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

19.9 Termination Payment for Force Majeure Event

19.9.1 If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Concessionaire equal to:

(a) where the Project is financed through debt, 90% (ninety per cent) of the Debt Due, less any Insurance Cover; or

(b) where the Project is financed through equity or capital contribution, 90% (ninety per cent) of the Adjusted Equity or Capital Contribution less Insurance Cover.

19.9.2 If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to:

(a) where the Project is financed through debt: (i) 100% of the Debt Due less any Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Debt Due; and (ii) 100% (one hundred per cent) of the Adjusted Equity or Capital Contribution;

(b) where the Project is financed through equity or capital contribution: (i) 100% (one hundred per cent) of the Adjusted Equity or Capital Contribution less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Adjusted Equity or Capital Contribution.

19.9.3 If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to:

(a) where the Project is financed through debt: (i) 100% of the Debt Due less any Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty percent) of such unpaid claims shall be included in the computation of Debt Due; and (ii) 120% (one hundred and twenty percent) of the Adjusted Equity or Capital Contribution;

(b) where the Project is financed through equity or Capital Contribution: (i) 120% (one hundred and twenty percent) of the Adjusted Equity or Capital Contribution less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be included in the computation of Adjusted Equity or Capital Contribution

19.10 Dispute resolution

In the event that the Parties are unable to agree in good faith about the occurrence or existence of a Force Majeure Event, such Dispute shall be finally settled in accordance with the Dispute Resolution Procedure; provided that the burden of proof as to the occurrence or existence of such Force Majeure Event shall be upon the Party claiming relief and/or excuse on account of such Force Majeure Event.

19.11 Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:

(a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;

(b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and

(c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.

ARTICLE 20. SUSPENSION OF CONCESSIONAIRE'S RIGHTS

20.1 Suspension upon Concessionaire Default

Upon occurrence of a Concessionaire Default, the Authority shall be entitled, without prejudice to its other rights and remedies under this Agreement including its rights of Termination hereunder, to (i) suspend all rights of the Concessionaire under this Agreement including the Concessionaire's right to generate/collect Vehicle Testing Charges/Ancillary Revenues, and other revenues pursuant hereto, and (ii) exercise such rights itself or authorise any other person to exercise the same on its behalf during such suspension (the "**Suspension**"). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Concessionaire and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such notice; provided that upon written request from the Concessionaire and the Lenders' Representative, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a further period not exceeding 90 (ninety) days.

20.2 Authority to act on behalf of Concessionaire

20.2.1 During the period of Suspension, the Authority shall, on behalf of the Concessionaire, collect all Vehicle Testing Charges/Ancillary Revenues and revenues under and in accordance with this Agreement and shall be entitled to apply such amounts towards meeting the O&M Expenses and for meeting the costs incurred by it for remedying and rectifying the cause of Suspension.

20.2.2 During the period of Suspension hereunder, all assets and liabilities in relation to the Project shall continue to vest in the Concessionaire and all things done or actions taken, including expenditure incurred by the Authority for discharging the obligations of the Concessionaire under and in accordance with this Agreement and the Project Agreements, shall be deemed to have been done or taken for and on behalf of the Concessionaire and the Concessionaire undertakes to indemnify the Authority for all costs incurred during such period.

20.3 Revocation of Suspension

20.3.1 In the event that the Authority shall have rectified or removed the cause of Suspension within a period not exceeding 180 (one hundred and eighty) days from the date of Suspension or any extended period, it shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement. For the avoidance of doubt, the Parties expressly agree that the Authority may, in its discretion, revoke the Suspension at any time, whether or not the cause of Suspension has been rectified or removed hereunder.

20.3.2 Upon the Concessionaire having cured the Concessionaire Default within a period not exceeding 180 (one hundred and eighty) days or any extended period from the date of Suspension, the Authority shall revoke the Suspension forthwith and restore all rights of the Concessionaire under this Agreement.

20.4 Substitution of Concessionaire

At any time during the period of Suspension, the Lenders' Representative, on behalf of Senior Lenders, shall be entitled to substitute the Concessionaire in accordance with the terms of a substitution agreement to be mutually agreed among the Senior Lenders, the Concessionaire, and the Authority. Upon receipt of a notice of substitution from the Lenders' Representative, the Authority shall withhold termination of this Agreement

for a period not exceeding one hundred and eighty (180) days from the date of Suspension, or such extended period as may be permitted under Article 20.1, to enable the Lenders' Representative to exercise its substitution rights on behalf of the Senior Lenders.

20.5 Termination

20.5.1 At any time during the period of Suspension under this Article 20, the Concessionaire may by notice require the Authority to revoke the Suspension and issue a Termination Notice. Subject to the rights of the Lenders' Representative to undertake substitution in accordance with the provisions of this Agreement and within the period specified in Clause 20.4, the Authority shall within 15 (fifteen) days of receipt of such notice, terminate this Agreement under and in accordance with Article 21.

20.5.2 Notwithstanding anything to the contrary contained in this Agreement, in the event that Suspension is not revoked within 180 (one hundred and eighty) days from the date of Suspension hereunder or within the extended period, if any, set forth in Clause 20.1, the Concession Agreement shall, upon expiry of the aforesaid period, be deemed to have been terminated by mutual agreement of the Parties and all the provisions of this Agreement shall apply, mutatis mutandis, to such Termination as if a Termination Notice had been issued by the Authority upon occurrence of a Concessionaire Default.

ARTICLE 21. TERMINATION FOR DEFAULT

21.1 Termination for Concessionaire Default

21.1.1 Subject to Applicable Laws and save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Concessionaire fails to cure the default within the Cure Period set forth below, or where no Cure Period is specified, then within a Cure Period of 60 (sixty) days, the Concessionaire shall be deemed to be in default of this Agreement (the "Concessionaire Default"), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. In addition to default events set forth elsewhere in this Agreement, the defaults referred to herein shall include the following:

(i) the Concessionaire fails to provide, extend or replenish, as the case may be, the Performance Security in accordance with this Agreement;

(ii) subsequent to the replenishment or furnishing of fresh Performance Security in accordance with Clause 9.2, the Concessionaire fails to meet any Condition Precedent or cure the Concessionaire Default, as the case may be, for which whole or part of the Performance Security was appropriated within an additional Cure Period of 30 (thirty) days;

(iii) the Concessionaire does not complete the Construction Works of the Project by the Scheduled Completion Date or any extension granted in terms of this Agreement;

(iv) the Concessionaire abandons or manifests intention to abandon the construction or operation of the Project without the prior written consent of the Authority;

(v) a Change in Ownership has occurred in breach of the provisions of Clause 5.3;

(vi) the Concessionaire fails to achieve Financial Close within the stipulated time period of 90 days from the Effective Date, unless expressly extended by the Authority;

(vii) an Escrow Default has occurred and the Concessionaire fails to cure the default within a Cure Period of 15 (fifteen) days;

(viii) the Concessionaire is in breach of its obligations under this Concession Agreement, which has a Material Adverse Effect upon the Authority or the Project;

(ix) the Concessionaire has failed to make any payment to the Authority within the period specified in this Agreement;

(x) there is a transfer, pursuant to law either of (i) the rights and/or obligations of the Concessionaire under any of the Project Agreements, or of (ii) all or part of the assets or undertaking of the Concessionaire, and such transfer causes a Material Adverse Effect;

(xi) a breach of any of the Project Agreements by the Concessionaire has caused a Material Adverse Effect;

(xii) the Concessionaire creates any Encumbrance in breach of this Agreement;

(xiii) the Concessionaire repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;

(xiv) an execution levied on any of the assets of the Concessionaire has caused a Material Adverse Effect;

(xv) the Concessionaire is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Concessionaire or for the whole or material part of its assets that has a material bearing on the Project;

(xvi) the Concessionaire has been, or is in the process of being liquidated, dissolved, wound-up, amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect;

(xvii) occurrence of any Insolvency Event;

(xviii) the Concessionaire has been or is in the process of being amalgamated or reconstituted in a manner that would cause, in the reasonable opinion of the Authority, a Material Adverse Effect or the Concessionaire is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction provided that, as part of such amalgamation or reconstruction, the entire property, assets and undertaking of the Concessionaire are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Concessionaire under this Agreement and the Project Agreements and provided that:

(a) the amalgamated or reconstructed entity has the capability and operating experience necessary for the performance of its obligations under this Agreement and the Project Agreements;

(b) the amalgamated or reconstructed entity has the financial standing to perform its obligations under this Agreement and the Project Agreements and has a credit worthiness at least as good as that of the Concessionaire as at the Appointed Date; and

(c) each of the Project Agreements remains in full force and effect;

(xix) misappropriation of income from the Project or non-deposit of any cash inflow into Escrow account.;

(xx) the Concessionaire issues a Termination Notice in violation of this Agreement;

(xxi) any representation or warranty of the Concessionaire herein contained which is, as of the date hereof, found to be materially false, incorrect or misleading or the Concessionaire is at any time hereafter found to be in breach thereof; and

(xxii) the Concessionaire has failed to fulfil any obligation, for which failure Termination has been specified in this Agreement.

21.1.2 Without prejudice to any other rights or remedies which the Authority may have under this Agreement, upon occurrence of a Concessionaire Default, the Authority shall be entitled to terminate this Agreement by issuing a Termination Notice to the Concessionaire; provided that before issuing the Termination Notice, the Authority shall by a notice inform the Concessionaire of its intention to issue such Termination Notice and grant 15 (fifteen) days to the Concessionaire to make a representation, and

may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice. In the event, the default is cured by the Concessionaire before the expiry of 15 days, the Authority shall withdraw the Termination Notice and restore all the rights of the Concessionaire under this Agreement.

21.1.3 The Authority shall, if there be Senior Lenders, send a copy of its notice of intention to issue a Termination Notice referred to in Clause 21.1.2 to inform the Lenders' Representative and grant 15 (fifteen) days to the Lenders' Representative, for making a representation on behalf of the Senior Lenders stating the intention to substitute the Concessionaire in accordance with the substitution agreement. In the event the Authority receives such representation on behalf of Lenders, it shall, in its discretion, either withhold Termination for a period not exceeding 180 (one hundred and eighty) days from the date of such representation or exercise its right of Suspension, as the case may be, for enabling the Lenders' Representative to exercise the Lenders' right of substitution in accordance with the substitution agreement.

Provided that the Lenders' Representative may, instead of exercising the Lenders' right of substitution, procure that the default specified in the notice is cured within the aforesaid period of 180 (one hundred and eighty) days, and upon such curing thereof, the Authority shall withdraw its notice referred to above and restore all the rights of the Concessionaire:

Provided further that upon written request from the Lenders' Representative and the Concessionaire, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by such further period not exceeding 90 (ninety) days, as the Authority may deem appropriate.

21.2 Termination for Authority Default

21.2.1 In the event that any of the defaults specified below shall have occurred, and the Authority fails to cure such default within a Cure Period of 90 (ninety) days or such longer period as has been expressly provided in this Agreement, the Authority shall be deemed to be in default of this Agreement (the "Authority Default") unless the default has occurred as a result of any breach of this Agreement by the Concessionaire or due to Force Majeure. The defaults referred to herein shall include the following:

(i) the Authority commits a material default in complying with any of the provisions of this Agreement and such default has a Material Adverse Effect on the Concessionaire;

(ii) the Authority has failed to make any payment to the Concessionaire within the period specified in this Agreement;

(iii) the Authority repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.

(iv) The Authority fails to provide the Project Site on license basis or revokes, the Right of Way/access granted to the Concessionaire.

21.2.2 Without prejudice to any other right or remedy which the Concessionaire may have

under this Agreement, upon occurrence of an Authority Default, the Concessionaire shall, be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Concessionaire shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to the Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.

21.3 Termination Payments

21.3

21.3.1 Upon Termination on account of a Concessionaire Default, no Termination Payment shall be due and payable.

21.3.2 Upon Termination on account of an Authority Default, the Authority shall pay to the Concessionaire, by way of Termination Payment, an amount equal to fair value of the Project Assets determined by the registered valuer.

21.3.3 Termination Payment shall become due and payable to the Concessionaire within 30 (thirty) days of a demand being made by the Concessionaire to the Authority with the necessary particulars, and in the event of any delay, the Authority shall pay interest at a rate equal to 2% (two per cent) above the prevailing SBI MCLR for one-year duration on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the Authority of its payment obligations in respect thereof hereunder.

21.3.4 Upon Termination on expiry of the Concession Period by efflux of time, no Termination Payment shall be due and payable to the Concessionaire and all Project Assets shall be transferred to the Authority at free of cost.

21.3.5 The Concessionaire expressly agrees that Termination Payment under this Article 21 shall constitute a full and final settlement of all claims of the Concessionaire on account of Termination of this Agreement for any reason whatsoever and that the Concessionaire or any shareholder/partner thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.

21.4 Other rights and obligations of the Authority

Upon Termination for any reason whatsoever, the Authority shall:

(a) take possession and control of the Project forthwith;

(b) take possession and control of all materials, implements, plants and equipment, if any, on or about the Site;

(c) be entitled to restrain the Concessionaire and any person claiming through or under the Concessionaire from entering upon the Site or any part of the Project;

(d) require the Concessionaire to comply with the Divestment Requirements set forth in Clause 22.1; and

(e) succeed upon election by the Authority, without the necessity of any further action by the Concessionaire, to the interests of the Concessionaire under such of the Project Agreements as the Authority may in its discretion deem

appropriate, and shall upon such election be liable to the Contractors only for compensation accruing and becoming due and payable to them under the terms of their respective Project Agreements from and after the date the Authority elects to succeed to the interests of the Concessionaire. For the avoidance of doubt, the Concessionaire acknowledges and agrees that all sums claimed by such Contractors as being due and owing for works and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Concessionaire and such Contractors, and the Authority shall not in any manner be liable for such sums. It is further agreed that in the event the Authority elects to cure any outstanding defaults under such Project Agreements, the amount expended by the Authority for this purpose shall be deducted from the Termination Payment.

21.5 Survival of Rights

Notwithstanding anything to the contrary contained in this Agreement, but subject to the provisions of Article 21, any Termination pursuant to the provisions of this Agreement shall be without prejudice to the accrued rights of either Party including its right to claim and recover money damages, insurance proceeds, security deposits, and other rights and remedies, which it may have in law or contract. All rights and obligations of either Party under this Agreement, including Termination Payments and Divestment Requirements, shall survive the Termination to the extent such survival is necessary for giving effect to such rights and obligations.

ARTICLE 22. DIVESTMENT OF RIGHTS AND INTEREST

22.1 Divestment Requirements

22.1.1 Upon Termination, the Concessionaire shall comply with and conform to the following Divestment Requirements:

(a) notify to the Authority forthwith the location and particulars of all Project Assets created during the Concession Period;

(b) deliver forthwith the actual or constructive possession of the Project and Project Assets, free and clear of all Encumbrances;

(c) cure Project of all defects and deficiencies so that the Project is compliant with the Operation and Maintenance Requirements; provided that in the event of Termination during the Construction Period, all Project Assets and the Project Site shall be handed over on '*as is where is'* basis after bringing them to a safe condition;

(d) deliver and transfer the Project Assets in good working condition (subject to normal wear and tear) together with all applicable warranties, guarantees, and valid operational licenses as may be required;

(e) deliver and transfer relevant records, reports, Intellectual Property and other licenses pertaining to the Project and its design, engineering, construction, operation and maintenance, including all programmes and manuals pertaining thereto, and complete '*as built*' Drawings as on the Transfer Date, For the avoidance of doubt, the Concessionaire represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for the design, engineering, construction, operation and maintenance of the Project and shall be assigned to the Authority free of any Encumbrance;

(f) ensure that all the details of existing contracts including AMC agreements, guarantees and warranties, maintenance manuals etc. is handed over to the Authority;

(g) transfer and/or deliver all Applicable Permits to the extent permissible under Applicable Laws;

(h) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Concessionaire in the Project, including manufacturers' warranties in respect of any plant or Equipment and the right to receive outstanding insurance claims to the extent due and payable to the Authority, absolutely unto the Authority or its nominee; and

(i) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Concessionaire in the Project, free from all Encumbrances, absolutely unto the Authority or to its nominee.

(j) Comply with such additional requirements as specified in **Schedule H: Handover Process**.

22.1.2 Subject to the exercise by the Authority of its rights under this Agreement or under any of the Project Agreements the Parties shall continue to perform their obligations under

this Agreement, notwithstanding the issuance of any Termination Notice, until the Termination of this Agreement becomes effective in accordance with its terms.

22.2 Inspection and cure

22.2.1 Not earlier than 30 (thirty) days prior to Termination but not later than 7 (seven) days prior to the effective date of such Termination, the Nodal Officer shall verify, after giving due notice to the Concessionaire of the time, date and venue of such verification, compliance by the Concessionaire with the Operation and Maintenance Requirements and other obligations under this Agreement. Such verification shall include inspection of all Project Assets to assess any damages, excluding normal wear and tear, and, if necessary, the Nodal Officer may arrange for appropriate tests to be conducted at the Concessionaire's cost. Defaults, if any, in the Operation and Maintenance Requirements and other obligations shall be cured by the Concessionaire at its cost and the provisions of Article 14 shall apply, mutatis mutandis, in relation to curing of defects or deficiencies under this Article 22.

22.2.2 Upon the expiry of the Concession by efflux of time and in the normal course, the Concessionaire shall at the end of the Concession Period, hand over encumbrance free and peaceful possession of the Project Assets in good working conditions except for normal wear and tear including Site at no cost to the Authority. The handing over process shall be initiated at least 6 (six) months before the actual date of expiry of the Concession Period by a joint inspection by the Authority and the Concessionaire. Two rounds of joint inspection shall be conducted:

i. Round 1: A joint inspection will be conducted between 180 days and 120 days prior to the Transfer Date in order to identify any defects.

ii. Round 2: A joint inspection will be conducted between 30 days and 15 days prior to the Transfer Date in order to identify and address any left-out defects.

22.2.3 Failure to rectify any defects or failure to comply on the part of the Concessionaire under this Clause, shall entitle the Authority to recover the actual costs incurred in rectifying/ remedying such defect/ deficiency, including a sum equal to 10% (ten per cent) of such cost shall be paid by the Concessionaire to the Authority as Damages. The decision of the Authority shall be final and binding.

22.2.4 For this purpose, Authority shall without prejudice to any other right/remedy available to it, under this Agreement, have the right to set off any amounts due, if any, and payable by the Authority to the Concessionaire to the extent required/ available and to recover deficit amount, if any, from the Concessionaire and/ or by appropriating the Performance Security, as the case may be.

22.3 Cooperation and assistance on transfer of Project

22.3.1 The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth handover of the Project in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the public, other members of the public or the lawful occupiers of any part of the Site.

22.3.2 The Parties shall provide to each other, 6 (six) months prior to the Transfer Date in the event of Termination by efflux of time and immediately in the event of either Party conveying to the other Party its intent to issue a Termination Notice, as the case may be, as much information and advice as is reasonably practicable regarding the proposed

arrangements for operation of the Project following the Transfer Date. The Concessionaire shall further provide such reasonable advice and assistance as the Authority, its concessionaire or agent may reasonably require for operation of the Project until the expiry of 3 (three) months after the Transfer Date.

22.3.3 The Authority shall have the option to purchase or hire from the Concessionaire at a fair market value and free from any encumbrance all or any part of the plant and machinery used in connection with the Project, but which does not form part of the Project Assets specified in Clause 22.1.1 and is reasonably required in connection with operation of the Project. For the avoidance of doubt, in the event of dispute or difference relating to fair market value, the Dispute Resolution Procedure shall apply.

22.4 Vesting Certificate

The divestment of all rights, title and interest in the Project shall be deemed to be complete on the date when all of the Divestment Requirements have been fulfilled, and the Authority shall, without unreasonable delay, thereupon issue a certificate substantially in the form set forth in **Schedule-J** (the "**Vesting Certificate**"), which will have the effect of constituting evidence of divestment by the Concessionaire of all of its rights, title and interest in the Project, and their vesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency in the Divestment Requirements shall not in any manner be construed or interpreted as restricting the exercise of any rights by the Authority or its nominee on, or in respect of, the Project on the footing that all Divestment Requirements have been complied with by the Concessionaire.

22.5 Divestment costs etc.

22.5.1 The Concessionaire shall bear and pay all costs incidental to divestment of all of the rights of the Concessionaire in the Project Assets in favor of the Authority upon Termination, save and except that all stamp duties payable on any deeds or Documents executed by the Concessionaire in connection with such Divestment shall be borne by the Authority.

22.5.2 In the event of any dispute relating to matters covered by and under this Article 22, the Dispute Resolution Procedure shall apply.

22.6 Liability for defects after Termination

The Concessionaire shall be responsible for all defects and deficiencies in the Project for a period of 6 (six) months after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Nodal Officer in the Project during the aforesaid period. In the event that the Concessionaire fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Authority in this behalf, the Authority shall be entitled to get the same repaired or rectified at the Concessionaire's risk and cost so as to make the Project conform to the Operation and Maintenance Requirements. All costs incurred by the Authority hereunder shall be reimbursed by the Concessionaire to the Authority within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the Performance Security provided thereunder. In addition, an amount equal to ten percent (10%) of such costs shall be payable by the Concessionaire to the Authority as Damages for failure to comply with the Authority's instructions. For the avoidance of doubt, the provisions of this Article 21 shall not apply if Termination occurs prior to COD.

ARTICLE 23. LIABILITY AND INDEMNITY

23.1 General Indemnity

23.1.1 The Concessionaire will indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "Authority Indemnified Persons") against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the Concessionaire of any of its obligations under this Agreement or any related agreement or on account of any defect or deficiency in the provision of services by the Concessionaire or from any negligence of the Concessionaire under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.

23.1.2 The Authority will indemnify, defend, save and hold harmless the Concessionaire against any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature arising out of (i) defect in title and/or the rights of the Authority in the Site, and/or (ii) breach by the Authority of any of its obligations under this Agreement or any related agreement, which materially and adversely affect the performance by the Concessionaire of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related agreement and/or breach of its statutory duty on the part of the Concessionaire, its subsidiaries, affiliates, contractors, servants or agents, the same shall be the liability of the Concessionaire.

23.2 Additional Indemnities by the Concessionaire

23.2.1 Without limiting the generality of Clause 23.1 the Concessionaire shall fully indemnify, hold harmless and defend the Authority and the Authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

(a) failure of the Concessionaire to comply with Applicable Laws and Applicable Permits;

(b) payment of taxes required to be made by the Concessionaire in respect of the income or other taxes of the Concessionaire's contractors, suppliers and representatives; or

(c) non-payment of amounts due as a result of materials or services furnished to the Concessionaire or any of its contractors which are payable by the Concessionaire or any of its contractors.

(d) its omissions or acts of fraud, gross negligence and wilful misconduct;

(e) any personal bodily injury or death of any person caused by, arising out of or in connection with its performance of this Agreement; or

(f) loss of or physical damage to property of the Authority or any third party caused by, arising out of or in connection with the performance of this Agreement.

23.2.2 Without limiting the generality of the provisions of this Article 23, the Concessionaire shall fully indemnify, hold harmless and defend the Authority Indemnified Persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which the Authority Indemnified Persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Concessionaire or by the Concessionaire's Contractors in performing the Concessionaire's obligations or in any way incorporated in or related to the Project.

23.2.3 The Concessionaire hereby agrees and undertakes that from the Appointed Date and during the Concession Period and thereafter, it shall indemnify and keep indemnified and otherwise save harmless, Authority, its agents and employees, from and against all claims, demands made against and/ or loss caused and/ or damages suffered and/ or cost, charges/ expenses incurred or put to and/ or penalty levied and/ or any claim due to injury to or death of any person and/ or loss or damage caused or suffered to property owned or belonging to Authority, its agents and employees or third party as a result of any acts, deeds or thing done or omitted to be done by Concessionaire or as a result of failure on the part of Concessionaire to perform any of its obligations under this Agreement or on the Concessionaire committing breach of any of the terms and conditions of this Agreement or on the failure of the Concessionaire to perform any of its statutory duty and/ or obligations or failure or negligence on the part of Concessionaire to comply with any statutory provisions or as a consequence of any notice, show cause notice, action, suit or proceedings, given, initiated, filed or commenced by any third party or Government Instrumentality or as a result of any failure or negligence or default of Concessionaire or its contractor(s) and/ or sub-contractors as the case may be, in connection with or arising out of this Agreement and/ or arising out of or in connection with Concessionaire's use and occupation of Project Site and/ or Project and/ or the provision of services on the Project in terms hereof.

23.3 No consequential claims

Notwithstanding anything to the contrary contained in this Article, the indemnities herein provided shall not include any claim or recovery in respect of any cost, expense, loss or damage of an indirect, incidental or consequential nature, including loss of profit, except as expressly provided in this Agreement.

23.4 Limitation of Liability

Notwithstanding anything to the contrary in this Agreement, the liability of one Party towards the other Party for any damages or compensation of any nature whatsoever under this Agreement, shall not exceed Total Project Cost. The limitation hereunder shall not apply to any or all liabilities in respect of third parties. The Parties agree that the Concessionaire's liability will be uncapped in case of any liabilities arising due to: (a) any amount payable as indemnity to the Authority due to its acts or omissions or fraud, gross negligence and wilful misconduct; (b) breach of any Applicable Laws or any Applicable Permits; (c) any claims or loss on account of Intellectual Property rights violation by the Concessionaire; (d) any personal bodily injury or death of any person caused by, arising

out of or in connection with its performance of this Agreement; or (e) any loss of or physical damage to property of the Authority or any third part.

23.5 Survival on Termination

The provisions of this Article 23 shall survive Termination.

ARTICLE 24. ASSIGNMENT AND CHARGES

24.1 Restrictions on assignment and charges

24.1.1 Subject to Clauses 24.2 and 24.3, and except as otherwise expressly permitted by this Agreement, this Agreement shall not be assigned by the Concessionaire to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

24.1.2 Subject to the provisions of Clause 24.2, the Concessionaire shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Concessionaire is a party except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason.

24.2 Permitted assignment and charges

24.2.1 The restraints set forth in Clause 24.1 shall not apply to:

(i) liens arising by operation of law (or by an agreement evidencing the same) in the ordinary course of business of the Project;

(ii) mortgages/ pledges/ hypothecation of goods/ assets other than Project Assets and their related documents of title, arising or created in the ordinary course of business of the Project, and as security only for indebtedness to the Senior Lenders under the Financing Agreements and/ or for working capital arrangements for the Project.;

(iii) assignment of rights, interest and obligations of the Concessionaire to or in favour of the Lenders' Representative as nominee and for the benefit of the Senior Lenders, as security for financing provided by Senior Lenders under the Financing Agreements; and

(iv) liens or encumbrances required by any Applicable Law.

24.2.2 The Parties agree that any assignment under this Article 24 shall be subject to the approvals and consents required therefore under Applicable Laws. Provided, however, that the grant of any consent or approval under Applicable Laws shall not oblige the Authority to grant its approval to such assignment, save and except as provided herein.

24.3 Assignment by the Authority

Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 60 (sixty) days' notice to the Concessionaire, assign any of its rights and benefits and/ or obligations under this Agreement; to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Agreement.

ARTICLE 25. DISPUTE RESOLUTION

25.1 Dispute resolution

25.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 25.2.

25.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

25.2 Conciliation and further resolution

In the event of any Dispute between the Parties, either Party may require such Dispute to be referred to ********* of the Authority and the Chairman of the Board of Directors/Partners of the Concessionaire for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 25.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 25.3.

25.3 Arbitration

25.3.1 Any Dispute which is not resolved amicably by conciliation, as provided in Clause 25.2, shall be finally decided by reference to arbitration by an arbitral tribunal constituted in accordance with Clause 25.3.2. Such arbitration shall be held in accordance with the Rules of Arbitration of the Nani Palkhivala Arbitration Centre, Chennai (the "Rules"), or such other rules as may be mutually agreed by the Parties and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be the Chennai and the language of arbitration proceedings shall be English.

25.3.2 There shall be an arbitral tribunal comprising three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

25.3.3 The arbitral tribunal shall make a reasoned award (the "Award"). Any Award made in any arbitration held pursuant to this Article shall be final and binding on the Parties as from the date it is made, and the Concessionaire and the Authority agree and undertake to carry out such Award without delay.

25.3.4 The Concessionaire and the Authority agree that an Award may be enforced against the Concessionaire and/or the Authority, as the case may be, and their respective assets wherever situated.

25.3.5 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

25.4 Performance during Dispute

Performance of this Concession Agreement shall continue during the settlement of any Dispute under this Article 24. The provisions for dispute settlement shall be binding upon the successors, assigns and any trustee or receiver of either the Authority or the Concessionaire.

ARTICLE 26. REDRESSAL OF PUBLIC GRIEVANCES

26.1 Complaints Register

26.1.1 The Concessionaire shall maintain a public relations office at the Project Site where it shall keep a register (the "Complaint Register") open to public access at all times for recording of complaints by any person (the "Complainant"). Information relating to the availability of and access to the Complaint Register shall be prominently displayed by the Concessionaire at the Site and its Project office so as to bring it to the attention of all Users.

26.1.2 The Complaint Register shall be securely bound and each page thereof shall be duly numbered. It shall have appropriate columns including the complaint number, date, name and address of the Complainant, substance of the complaint and the action taken by the Concessionaire. Immediately after a complaint is registered, the Concessionaire shall give a receipt to the Complainant stating the date and complaint number.

26.1.3 Without prejudice to the provisions of Clauses 26.1.1 and 26.1.2, the Authority may, in consultation with the Concessionaire, specify the procedure for making complaints in electronic form and for responses thereto.

26.2 Redressal of complaints

26.2.1 The Concessionaire shall inspect the Complaint Register every day and take prompt and reasonable action for redressal of each feedback/complaint. The action taken shall be briefly noted and maintained in writing in a register and a reply stating the particulars thereof shall be sent by the Concessionaire to the complainant under a certificate of posting.

26.2.2 Within 7 (seven) days of the close of each month, the Concessionaire shall send to the Authority and to the Nodal Officer a true photocopy of the register and upon perusal thereof, the Authority may, in its discretion, advise the Concessionaire to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance. The Concessionaire shall consider such advice and inform the Authority of its decision thereon, and if the Authority is of the opinion that the complainant is entitled to further relief, it may refer the matter to the competent forum for its disposal under the Consumer Protection Act, 2019, and advise the complainant to pursue the complaint at his own risk and cost.

ARTICLE 27. MISCELLANEOUS PROVISIONS

27.1 Governing Law and Jurisdiction

This Concession Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the Courts at Chennai[13], Tamil Nadu shall have jurisdiction over all matters arising out of or relating to this Concession Agreement.

27.2 No Waiver; Remedies

No failure on the part of any Party to exercise, and no delay in exercising, any right, power or privilege hereunder shall operate as a waiver thereof or a consent thereto; nor shall any single or partial exercise of any such right, power or privilege preclude any other of further exercise thereof or the exercise of any other right, power or privilege. The remedies herein provided are cumulative and not exclusive of any remedies provided by applicable law.

27.3 Delayed payments

27.3.1 The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 30 (thirty) days of receiving a demand along with the necessary particulars. In the event of delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 2% (two per cent) above the prevailing SBI MCLR for one-year duration, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.

27.3.2 Unless otherwise specified, any interest payable under this Agreement shall accrue on a daily outstanding basis and shall be compounded on the basis of quarterly rests.

27.4 Exclusion of implied warranties

This Concession Agreement expressly excludes any warranty, condition or any other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

27.5 Survival

27.5.1 Termination shall:

(a) Not relieve the Concessionaire or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such Termination or arising out of such Termination.

27.5.2 All obligations surviving Termination shall only survive for a period of 3 (three) years

[13] This shall be updated based on the location of the Authority's office.

following the date of such Termination.

27.6 Severability

If for any reason whatever any provision of this Concession Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other legal and valid instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing upon one or more provisions, which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided, failure to agree upon any such provisions shall not be a subject matter to dispute resolution under this Agreement.

27.7 Entire Agreement

This Concession Agreement along with the Schedules and the Annexures constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance of doubt, the Parties hereto agree that any obligations of the Concessionaire arising from the Request for Proposal, shall be deemed to form part of this Agreement and treated as such.

27.8 Confidentiality

Neither the Concessionaire nor the Authority shall, unless otherwise agreed (which agreement may be on such general or specific terms as the parties may determine), disclose to any third party (other than its directors, officers, employees, consultants, lenders, agents, to the extent required or incidental to the performance of its obligations under the Project Agreements) any information which is the property of the other party to this Agreement or which otherwise relates to its business, secrets, dealings, transactions or affairs unless, and to the extent that, such disclosure:

(a) is reasonably required for the exercise or performance by either Party of its rights or obligations under this Agreement; or

(b) is required pursuant to any relevant statutory or regulatory requirements or duties or any relevant terms of the Applicable Laws or in the public interest; or

(c) relates to information which is already in the public domain, other than as a result of breach of this Article by the party seeking to make such disclosure;

Provided that, in the case of any disclosure in accordance herewith, the Party disclosing such information shall, so far as reasonably practicable, impose on the third party receiving such information such obligations as may be appropriate to maintain its confidentiality.

The Concessionaire shall ensure that all vehicle testing data, records, and reports generated or accessed in connection with the Project are treated as confidential and proprietary to the Authority and shall not, without prior written approval of the

Authority, use, publish, copy, or disseminate the same for any purpose other than for carrying out its obligations under this Agreement.

Both Parties shall comply with all Applicable laws relating to data protection, information security, and confidentiality, as may be in force or issued by any competent authority from time to time.

27.9 No partnership

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

27.10 Third parties

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a party to this Agreement.

27.11 Successors and assigns

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

27.12 Notices

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

(a) in the case of the Concessionaire, be given by facsimile or e-mail and by letter delivered by hand to the address given and marked for attention of the person set out below or to such other person as the Concessionaire may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside Chennai may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by facsimile or e-mail to the number as the Concessionaire may from time to time designate by notice to the Authority.

{Attention:

Designation:

Address:

Fax No:

Email :}

(b) in the case of the Authority, be given by facsimile or e-mail and by letter

delivered by hand at the address given below and be addressed to the person named below with a copy delivered to the Authority Representative or such other person as the Authority may from time to time designate by notice to the Concessionaire; provided that if the Concessionaire does not have an office in Chennai it may send such notice by facsimile or e-mail and by registered acknowledgement due, air mail or by courier.

{Name:

Designation:

Address:

Fax No:

Email :}; and

any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post, it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery; provided that in the case of facsimile or e-mail, it shall be deemed to have been delivered on the working day following the date of its delivery.

27.13 Language

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

27.14 Stamp Duty

Any stamp duty, registration charges, legal fees or charges of any kind whatsoever pertaining to the execution of this Agreement shall be borne by the Concessionaire.

27.15 Counterparts

This Agreement may be executed in 2 (two) counterparts, each of which when executed and delivered shall constitute an original of this Concession Agreement.

ARTICLE 28. DEFINITIONS

28.1 Definitions

In this Agreement, unless repugnant to the context in which these words and expressions appear the words and expressions defined below shall have the meanings assigned to them: -

"Accounting Year" means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year;

"Adjusted Equity / Capital Contribution" means the funds in Indian Rupees actually funded and deployed for the Project by the Concessionaire whether acting through a Special Purpose Vehicle (SPV) or as a non-SPV entity, and adjusted on the first day of the current month (the **"Reference Date"**) in the manner set forth below to reflect changes in value on account of depreciation and variations in the WPI.

(a) For SPV:

Where the Concessionaire is an SPV in the form of a Company, Adjusted Equity / Capital Contribution shall be the subscribed and paid-up equity capital held by the Shareholders and expended on the Project.

Where the SPV is an LLP, Adjusted Equity / Capital Contribution shall be the capital contributions of the Partners actually deployed for the Project.

(b) For Non-SPV Concessionaire:

Where the Concessionaire is a single entity (Company, LLP, or Partnership), Adjusted Equity / Capital Contribution shall be the funds actually deployed by the Concessionaire for the Project.

Adjustment Methodology:

On or before COD: Adjusted Equity / Capital Contribution shall be a sum equal to the equity/capital contribution funded in the Indian Rupees and expended on the Project, revised to extent of one-half of the variation in WPI occurring between the first day of the month of the Appointed Date and the Reference Date.

From COD till the expiry of the Concession Period: an amount equal to the Adjusted Equity / Capital Contribution as on COD shall be deemed the base (the "**Base Adjusted Equity / Capital Contribution**") and Adjusted Equity / Capital Contribution hereunder shall be a sum equal to Base Adjusted Equity / Capital Contribution**,** revised at the commencement of each year following COD to the extent of variations in WPI occurring between COD and the Reference Date.

For the avoidance of doubt, in the event of Termination, Adjusted Equity / Capital Contribution shall be computed as on the Reference Date immediately preceding the Transfer Date; provided that no reduction in the Adjusted Equity / Capital Contribution shall be made for a period equal to the duration, if any, for which the Concession Period is extended, but the revision on account of WPI shall continue to be made.

"**Agreement**" shall mean this Agreement, its Recitals and the Schedules hereto and any amendments thereto made in accordance with the provisions contained in this Agreement;

"Ancillary Revenues" means all revenues generated by the Concessionaire at the Project Facility, other than Vehicle Testing Charges as defined in Clause 16.1.2 of this Agreement;

"**Automated Testing Station**" **or "ATS"** means a facility established at the Project Site, duly authorized by the State Government, for performing automated vehicle fitness testing through approved testing Equipment, and includes all related infrastructure, buildings, utilities, software, and ancillary facilities required for the operation of the ATS, developed, operated, and maintained by the Concessionaire in accordance with Applicable Laws, Good Industry Practice, and the provisions of this Agreement;

"Applicable Laws" means all laws, brought into force and effect by GOI or the State Government including but not limited to The Motor Vehicles Act, 1988, Central Motor Vehicles Rules, 1989, Tamil Nadu Combined Development and Building Rules, 2019, National Building Code of India, and the guidelines prescribed by the Ministry of Road Transport and Highways (MoRTH), together with any local development regulations and notifications issued thereunder (as amended from time to time), as well as all judgments, decrees, injunctions, writs, and orders of any court of record, applicable to this Agreement and to the exercise, performance, and discharge of the respective rights and obligations of the Parties during the subsistence of this Agreement;

"Appointed Date" means the date on which Financial Close is achieved and every Condition Precedent is satisfied or waived, in accordance with the provisions of this Agreement, and such date shall be the date of commencement of the Concession Period. For the avoidance of doubt, every Condition Precedent shall have been satisfied or waived prior to the Appointed Date and in the event all Conditions Precedent are not satisfied or waived, as the case may be, the Appointed Date shall be deemed to occur only when each and every Condition Precedent is either satisfied or waived, as the case may be.

"Applicable Permits" means all clearances, licenses, permits, authorizations, no objection certificates, consents, registrations, filings or other authorisations of whatever nature, which is necessary for effective implementation of the Project, any approvals and exemptions required to be obtained or maintained by the Concessionaire under Applicable Laws during the subsistence of this Agreement;

"Authority" shall have the meaning attributed thereto in the array of Parties as set forth in the Recitals.

"**Authority Default**" shall have the meaning set forth in Clause 21.2;

"**Authority Indemnified Persons**" shall have the meaning set forth in Clause 23.1.1;

"**Authority Representative**" means such person or persons as may be authorized in writing by the Authority to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfill any obligations of the Authority under this Agreement;

"**Bank**" means a scheduled bank approved by RBI incorporated in India and having a minimum net worth of INR 1,000 crore (Rupees one thousand crore) or any other bank acceptable to Senior Lenders, but does not include a bank in which any Senior Lender has an interest;

"**Bid**" means the documents in their entirety comprised in the bid submitted by the Selected Bidder in response to the Request for Proposals in accordance with the provisions thereof and "**Bids**" shall mean the bids submitted by any and all pre-qualified bidders;

"**Bid Due Date**" means the last date on which the Bid may have been submitted in accordance with the provisions of the Request for Proposals;

"**Bid Documents**" shall collectively mean RFP, any addendum, corrigendum thereof, including the draft Concession Agreement, provided by the Authority for this Project;

"**Bid Security**" means the security provided by the Concessionaire to the Authority along with the Bid, in accordance with the Request for Proposals, and which is to remain in force until substituted by the Performance Security;

"Certification Fee" shall mean the component of the Vehicle Testing Charges payable per vehicle towards certification of vehicles at the Project Facility, as set out in Schedule G;

"Change in Ownership" shall be construed in accordance with the ownership and lock-in requirements set out in Clause 5.3;

"Commercial Operations Date" or **"COD"** shall have the meaning set forth in Clause 13.1;

"Completion Certificate" means the Certificate issued under Clause 12.1;

"Concession" shall have the meaning set forth in Article 3;

"Concession Fee" shall have the meaning set forth in Article 15;

"Concessionaire" shall have the meaning attributed thereto in the array of Parties hereinabove as set forth in the Recitals;

"**Concessionaire Default**" shall have the meaning set forth in Clause 21.1;

"Concession Period" means the period starting on and from Appointed Date and ending on the Transfer Date;

"Conditions Precedent" means the conditions set out in Article 4 hereof;

"Consortium Member" or **"Member"** means a member of the Selected Bidder's Consortium with the rights and obligations as set out in the Request for Proposal;

"**Construction Period**" means the period beginning from the Appointed Date and ending on COD of the Project, covering all civil works, Equipment installation, testing, and commissioning necessary for the Project to be fully operational;

"Construction Works" includes without limitation to establishment of civil & infrastructure including utilities, the designing, manufacturing, assembling and functional testing prior to shipment, delivery, installation, integration of systems and system checking, testing and commissioning of the Equipment;

"Contractor" means the person or persons, as the case may be, with whom the Concessionaire has entered into any of the EPC Contract, the O&M Contract or any other material agreement or contract for construction, operation and/or maintenance of the Project or matters incidental thereto, but does not include a person who has entered into an agreement for providing financial assistance to the Concessionaire;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Party responsible for such breach or default and shall:

(a) commence from the date on which a notice is delivered by one Party to the other Party asking the latter to cure the breach or default specified in such notice;
(b) not relieve any Party from liability to pay Damages or compensation under the provisions of this Agreement; and
(c) not in any way be extended by any period of Suspension under this Agreement; provided that if the cure of any breach by the Concessionaire requires any reasonable action by the Concessionaire that must be approved by the Authority, the applicable Cure Period shall be extended by the period taken by the Authority to accord their approval;

"Day" means calendar day, "**Month**" means 30 (thirty) days and "**Year**" means 365/366 days.

"Damages" shall have the meaning as set forth in sub-clause (u) of Clause 1.2.1;

"Debt Due" means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:

(a) the principal amount of the debt provided by the Senior Lenders under the Financing Agreements for financing the Total Project Cost (the "**principal**") but excluding any part of the principal that had fallen due for repayment two years prior to the Transfer Date; and

(b) all accrued interest, financing fees and charges payable under the Financing Agreements, on or in respect of, the debt referred to in the para (a) above until the Transfer Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Senior Lenders, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority's Default;

provided that if all or any part of the Debt Due is convertible into equity/capital at the option of Senior Lenders and/ or the Concessionaire, it shall for the purposes of this Concession Agreement be deemed to be Debt Due even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken;

provided further that the Debt Due, on or after COD, shall in no case exceed 70% (seventy five percent) of the Total Project Cost.

"**Debt Service**" means the sum of all payments on account of principal, interest, financing fees and charges due and payable in an Accounting Year to the Senior Lenders under the Financing Agreements;

"Development Plan" means the detailed design, drawings and plans (as per statutory requirements under applicable laws) of the Project Facility prepared by the Concessionaire in line with the (i) Applicable Laws; (ii) scope of the Work as set out under Schedule-B together with provision of Infrastructure requirements and Equipment with the specification as specified in Schedule-C; (iii) coverage/ inclusions with regard to any infrastructure including basic amenities & utilities incidental to the Project; (and (iv) provisions of this Agreement, and submitted to the Authority and also to other competent authority to grant approval under the Applicable Laws;

"Dispute" shall have the meaning set forth in Clause 25.1;

"Dispute Resolution Procedure" means the procedure for resolution of Disputes set forth in Article 25 of this Concession Agreement;

"Divestment Requirements" means the obligations of the Concessionaire for and in respect of Termination as set forth in Article 22;

"**Document**" or "**Documentation**" means documentation in printed or written form, or in tapes, discs, drawings, computer programmers, writings, reports, photographs, films, cassettes, or expressed in any other written, electronic, audio or visual form;

"Drawings" means all of the drawings, calculations and documents pertaining to the Project and Project Facility, and shall include 'as built' drawings of the Project and Project Facility;

"Effective Date" means the date of the signing of this Concession Agreement;

"Emergency" means a condition or situation that is likely to endanger the security of the individuals or vehicles on or about the Project, including Users thereof, or which poses an immediate threat of material damage to any of the Project Assets;

"Encumbrances" means, in relation to the Project, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security, interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Site, where applicable herein but excluding any existing utilities;

"EPC Contract" means the engineering, procurement and construction contract or contracts entered into by the Concessionaire with one or more Contractors for, inter alia, engineering and construction of the Project in accordance with the provisions of this Agreement;

"Escrow Account" means an account which the Concessionaire shall open and maintain with a Bank in which all inflows and outflows of cash on account of capital and revenue receipts and expenditures shall be credited and debited, as the case may be, in accordance with the provisions of this Agreement, and includes the sub-accounts of such Escrow Account;

"Escrow Agreement" shall have the meaning as set forth in Article 17;

"Escrow Bank" shall have the meaning as set forth in Article 17;

"Escrow Default" shall have the meaning as set forth in **Schedule I**;

"EPC Contractor" means the person with whom the Concessionaire has entered into an EPC Contract;

"Equipment" means any apparatus intended to be procured for the implementation of the Project which may either be manufactured indigenously or may be procured from abroad;

"Financial Close" means the fulfilment of all conditions precedent to the initial availability of funds under the Financing Agreements; provided that, where the Concessionaire funds the Project through its own equity or capital contribution, Financial Close shall be deemed to have been achieved upon the Concessionaire depositing thirty per cent (30%) of the Total Project Cost into the Escrow Account;

"Financing Agreements" means the agreements executed by the Concessionaire in respect of financing of the Project to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debentures, bonds and other debt instruments, security arrangements, and other documents relating to the financing of the Total Project Cost and includes amendments or modifications made in accordance with Clause 5.2 and shall be applicable only in the event the Project is financed through debt;

"Financing Package" means the financing package indicating the total capital cost of the Project Facility and the means of financing thereof, as set forth in the financial model and approved by the Senior Lenders, and includes equity/capital contribution, all financial assistance specified in the Financing Agreements, and shall be applicable only in the event the Project is financed through debt;

"Force Majeure" or "Force Majeure Event" shall mean an act, event, condition or occurrence specified in the Article 19;

"Good Industry Practice" means those practices, methods, techniques, standards, skill, diligence and prudence which are generally and reasonably expected and accepted from a reasonably skilled, prudent and experienced developer/ operator engaged in construction and operation of projects akin to the Project under this Agreement. It would include good engineering practices in the design, engineering, construction and project management which would be expected to result in the performance of its obligation by the Concessionaire and in operation and maintenance of the Facilities in accordance with this Concession Agreement, Applicable Laws, and Applicable Permits, reliability, safety, environment protection, economy and efficiency;

"Government Instrumentality" means any department, division or sub-division of the GoI or the GoTN, and includes any commission, board, authority, agency or municipal and other local authority or statutory body, including Panchayat, under the control of GoI or the GoTN, as the case may be, and having jurisdiction over all or any part of the Project Facility or the performance of all or any of the services or obligations of the Concessionaire under or pursuant to this Agreement;

"GOI" means the Government of India;

"GoTN" means the Government of Tamil Nadu;

"Gross Revenue" of the Project for and in respect of any Accounting Year shall mean the total amount of revenue receipts of every kind (from both cash and credit transactions computed prior to payment of any commission or service charge or fee thereon, except for the Certification Fee paid to the Authority) derived by the Concessionaire from the operation of the Project and the Project Facilities and provision of vehicle testing services and other ancillary services, and/or any other activity related to the Project including, if any, as certified by the Statutory Auditors/Chartered Accountant of the Concessionaire, and shall include the Testing Fee, Ancillary Revenues and other revenues of every description and kind, and any other services or facility provided by the Concessionaire, but shall exclude the following:

a) Certification Fee;
b) All statutory applicable indirect Taxes such as GST and the like by whatever name called now or in future, which the Concessionaire is bound to pay;
c) Any revenue earned by the Concessionaire on sale of assets of a capital nature which are owned by the Concessionaire; and
d) Interest income from investment made;

"Insolvency Event" in respect of a Party shall mean:

a) such Party has (A) applied for or consented to the appointment of, or the taking of possession by, a receiver, custodian, trustee, administrator, liquidator or the like of itself or of all or a substantial part of its assets or business; (B) been unable to pay its debts as such debts become due; (C) enters into a compromise arrangement with its creditors ; (D) an attachment or restraint has been levied on the assets of such entity Party which materially affects such Party's ability to perform its obligations under this Agreement; (E) commenced proceedings under the (Indian) Insolvency and Bankruptcy Code, 2016 (the "Code"); (F) filed a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; or (G) taken any corporate or other action for the purpose of effecting any of the foregoing; or

b) a proceeding or case has been commenced without the application or consent of such Party in any court of competent jurisdiction seeking: (A) its liquidation, reorganization, dissolution or winding-up or the composition or readjustment of debts; (B) the appointment of an insolvency resolution professional, a trustee, receiver, custodian, administrator, liquidator or the like of such Party under the Code and an order admitting the insolvency petition has been passed in such proceeding and such order has not been stayed or dismissed within a period of 90 (ninety) days; or (C) directions with the same or similar effect happen under the provisions of the Companies Act or the Code in relation to the winding up of the company;

"**Insurance Cover**" means the aggregate of the maximum sums insured under the insurances taken out by the Concessionaire pursuant to Article 18, and includes all insurances required to be taken out by the Concessionaire under Clause 18.2 but not actually taken, and when used in the context of any act or event, it shall mean the aggregate of the maximum sums insured and payable or deemed to be insured and payable in relation to such act or event;

"Intellectual Property" shall mean all patents, trademarks, service marks, logos, getup, trade names, internet domain names, rights in designs, blue prints, programmes and manuals, drawings, copyright (including rights in computer software), database rights, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world;

"Lenders' Representative" means the person duly authorised by the Senior Lenders to act for and on behalf of the Senior Lenders with regard to matters arising out of or in relation to this Agreement, and includes his successors, assigns and substitutes;

"Licensed Premises" shall have the meaning as set forth in Clause 10.2.2;

"**Operation and Maintenance Requirements**" shall have the meaning set forth in Clause 14.2;

"Material Adverse Effect" means a material adverse effect of any act or event on the ability of either Party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either Party;

"Minimum Development Requirements" means the minimum threshold of civil, structural, mechanical, electrical, and technological infrastructure, facilities, and amenities specified in **Schedule–B and Schedule-C**, that the Concessionaire is mandatorily required to develop, install, and make operational within the specified timelines under this Agreement for the proper functioning of the Automated Testing Station;

"O&M" means the operation and maintenance of the Project Facility and includes all matters connected with or incidental to such operation and maintenance, provision of services and facilities, and collection of Vehicle Testing Charges/Ancillary Revenues in accordance with the provisions of this Agreement.

"**O&M Contract**" means the operation and maintenance contract that may be entered into between the Concessionaire and the O&M Contractor for performance of a part of O&M obligations of the Concessionaire;

"**O&M Contractor**" means the person, if any, with whom the Concessionaire has entered into an O&M Contract for discharging only a part of O&M obligations for and on behalf of the Concessionaire;

"O&M Expenses" mean expenses incurred by or on behalf of the Concessionaire or by the Authority, as the case may be, for all O&M including (a) cost of salaries and other compensation to employees, (b) cost of materials, supplies, utilities and other services, (c) premia for insurance, (d) all taxes, duties, cess and fees due and payable for O&M, (e) all repair, replacement, reconstruction, reinstatement, improvement and maintenance costs, (f) payments required to be made under the O&M Contract or any other contract in connection with or incidental to O&M, and (g) all other expenditure required to be incurred under Applicable Laws, Applicable Permits or this Agreement;

"Operation Period" means the period commencing from COD and ending on the Transfer Date;

"Party" means the parties to this Agreement collectively and "**Party**" shall mean any of the parties to this Agreement individually;

"Performance Security" shall have the meaning set forth in Clause 9.1;

"Person" means any natural person, firm, corporation, company, partnership, joint venture, trust or other entity, having legal capacity to sue and be sued in its name;

"Project" shall mean designing, engineering, procuring, financing, construction, installation, operation and maintenance of the Automated Testing Station (ATS) along with associated amenities & facilities and other infrastructure, services, etc. on DBFOT basis in accordance with the provisions of this Agreement and Schedules hereof, and includes all works, services and equipment necessary for the establishment

and operation of the ATS as per the Applicable Laws and prescribed standards, and subsequent transfer of the same to the Authority at the end of the Concession Period or prior on termination of the Concession Agreement;

"Project Agreements" means this Agreement, the Financing Agreements, EPC Contract, O&M Contract, hire purchase, agreements, implementation agreements, deeds, and any other material agreements or contracts that may be entered into by the Concessionaire with any person in connection with matters relating to, arising out of or incidental to the Project, but does not include any agreement for procurement of goods and services involving a consideration of up to [Rs…..Lakhs][14];

"Project Assets" means all physical and other assets relating to and forming part of the Project Site including but not limited to; (a) rights over the Project Site in the form of license, right-of-way or otherwise; (b) tangible assets such as civil works, foundations, pavements, service area, store rooms, Equipment, drainage works, sign boards, communication systems, digitized billing system, facility management softwares, administrative office, HVAC works, MEP works, lift(s), escalator(s), if installed, fire-fighting system, etc. at the Project Facility; (c) Project Facilities situated on the Project Site; (d) all rights of the Concessionaire under the Project Agreements; (e) financial assets, such as receivables, cash, security deposits, etc.; (f) insurance proceeds; (g) Applicable Permits and authorizations relating to or in respect of the Project; (h) temporary structures; (i) stock of any consumables, spares & accessories for the upkeep of the Project Facility, and any other current assets; (j) finishes and interior works; (k) computers, communication devices and all movable assets including furniture and fixtures, etc.;

"Project Facility" mean and includes all infrastructure, buildings, amenities, utilities, and services developed and maintained by the Concessionaire on the Project Site during the Concession Period, in accordance with the approved Development Plan and provisions of this Agreement. It shall include all incidental and supporting infrastructure;

"Project Site" or "Site" shall have the meaning set forth in Clause 10.1;

"**RBI**" means the Reserve Bank of India, as constituted and existing under the Reserve Bank of India Act, 1934, including any statutory modification or replacement thereof, and its successors.

"Right of Way" means the constructive possession of the Project Site, together with all way leaves, easements, unrestricted access and other rights of way, howsoever described, necessary for construction, operation and maintenance of the Project in accordance with this Agreement;

"SBI MCLR" means the prevailing marginal cost of funds based lending rate for a tenor of 1 (one) year, notified by State Bank of India from time to time;

[14] This may be fixed at 2% (two per cent) of the Total Project Cost.

"Scheduled Completion Date" shall have the meaning ascribed to it under Clause 11.3.1;

"Schedules" mean the Schedules to this Concession Agreement;

"Scope of the Project" shall have the meaning set forth in Clause 2.1;

"Selected Bidder" means the Bidder selected by the Authority for award of the Project following the completion of bidding process;

"Senior Lenders" means the financial institutions, funds and banks who have advanced or agreed to advance term loan to the Concessionaire under any of the Financing Agreements for meeting all or part of the Total Project Cost and who hold *pari passu* charge on the assets, rights, title and interests of the Concessionaire in accordance with the terms of this Agreement;

"State" means the State of Tamil Nadu and the "State Government" means the government of that State;

"Statutory Auditors" means, in the case of the Concessionaire being a company, an Independent, recognised and reputable firm of the Chartered Accountants duly licensed to practice in India acting as the Independent statutory auditors of the Concessionaire under the provisions of Companies Act, 2013 including any statutory modification or re-enactment or replacement thereof, for the time being in force;

"Tax" means any tax, duty, levy, cess, and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project Facility charged, levied or imposed by any Government Instrumentality, but excluding any interests, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income;

"Termination" means the expiry or termination of this Agreement and the Concession hereunder;

"Termination Notice" means the communication issued in accordance with this Concession Agreement by a Party to the other Party for terminating this Agreement;

"Termination Payment" means the amount payable by the Authority to the Concessionaire upon the termination of this Concession Agreement as are expressly provided for under this Agreement;

"Testing Fee" shall mean the component of the Vehicle Testing Charges payable per vehicle towards testing of vehicles conducted at the Project Facility, as set out in Schedule G;

"Third Party" means any Person, real or judicial, or entity other than the Parties to this Concession Agreement**.**

"Tests" means the tests to be carried out as per Applicable Laws and Good Industry Practice under this Agreement;

"Total Project Cost" means the capital cost incurred on construction and financing of the Project and shall be limited to the lowest of the following:

(a) the capital cost of the Project as set forth in the Financial Package; and
(b) the actual capital cost of the Project upon completion of the Project as certified by the Statutory Auditors/Chartered Accountant;

provided that in the event WPI increases, on an average, by more than 6% (six per cent) per annum for the period between the Bid Due Date and COD, the Parties shall meet, as soon as reasonably practicable, and agree upon revision of the amount hereinbefore specified such that the effect of increase in WPI, in excess of such 6% (six per cent), is reflected in the Total Project Cost;

"Transfer Date" means the date on which this Agreement and the Concession hereunder expires pursuant to the provisions of this Agreement or is terminated by a Termination Notice, in accordance with the terms of the Concession Agreement;

"User" means a person who uses or intends to use the Project Facility or any part thereof in accordance with the provisions of this Agreement and Applicable Laws;

"Vehicle Testing Charges" means the fees prescribed by the Authority for conducting vehicle fitness testing, as specified in Schedule G, and shall include the Testing Fee and the Certification Fee;

"Vesting Certificate" means the certificate issued under Clause 22.4, after the termination of this Concession Agreement;

"**WPI**" means the Wholesale Price Index for all commodities as published by the Ministry of Industry, GOI and shall include any index which substitutes the WPI, and any reference to WPI shall, unless the context otherwise requires, be construed as a reference to the latest monthly WPI published for the period ending with the preceding month.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS CONCESSION AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED SEALED AND DELIVERED

For and on behalf of

The Authority by:_____
(Signature)_____
(Name)
(Designation)

SIGNED SEALED AND DELIVERED

For and on behalf of

Concessionaire by:_____
(Signature)
(Name)
(Designation)

In the presence of

1. _____ (Signature)
   _____ (Name)
   _____ (Designation)

2. _____ (Signature)
   _____ (Name)
   _____ (Designation)

SCHEDULES

SCHEDULE A: PROJECT SITE[15]

Sl. No.	City name	Total land area allotted (acres)	Site location	Minimum Vehicle Count	Attached RTOs/ UOs
1.	Attur, Salem	1.2	Attur RTO	HMV: 8,626 LMV: 8,123 Total: 16,749	• Attur RTO • Vazhappadi UO • Kallakurichi RTO • Rasipuram RTO
2.	Madurai	1.16	Madurai South RTO	HMV: 3,298 LMV: 11,862 Total: 15,160	• Madurai South RTO • Thirumangalam UO • Vadipatti UO • Usilampatti UO
3.	Tiruvallur	1.03	Tiruvallur RTO	HMV: 6,813 LMV: 7,429 Total: 14,242	• Thiruvallur RTO • Thiruthani UO • Sriperumbudur RTO
4.	Tuticorin	1.1	Tuticorin RTO	HMV: 7,266 LMV: 11,791 Total: 19,057	• Tuticorin RTO • Thiruchendur RTO • Kovilpatti RTO
5.	Villupuram	0.89	Villupuram RTO	HMV: 6,820 LMV: 9,920 Total: 16,740	• Villupuram RTO • Ulundurpet RTO • Thindivanam RTO • Gingee UO

[15] It is clarified that a separate Concession Agreement will be executed for each Project Site. Therefore, while executing the Concession Agreement, only the details of the specific Project Site being awarded to Concessionaire should be included.

SCHEDULE B: SCOPE OF WORK[16]

1. **Objective:** To Design, Build, Finance, Develop, Operate and Transfer the Automated testing Station (ATS) at specified location along with the necessary auxiliary facilities and amenities, as per the details stipulated in the Concession Agreement and RFP. The said development shall be operated as per the Motor Vehicles Act, 1988and the Central Motor Vehicles Rules 1989.

2. **Scope of Work:** The scope of work is primarily divided into three stages namely development, operations & maintenance and Handover upon completion of the Concession Period. In case of any difference between the terms and conditions of this document and the laws as specified in the objective above it is clarified that the later prevails. Though the scope includes all the activities required for fulfilling the objective some of them are detailed hereunder as per project timeline.

a. Development Phase

i. Taking over of encumbrance free site to plan, design, finance and establish the Project Facility, including Construction, Provision of ATS equipment as per approved standards, provision of relevant assets, equipment, facilities, Clearances/approvals, ancillary services and amenities related to the Automated Testing Station and the required testing equipment conforming to CMVR 1989, Building Bye-Laws and regulations including the Tamil Nadu Combined Development and Building Rules, 2019 and as per terms of the Agreement and Schedules hereof.

ii. Site clearance and cordoning off the site; providing and deputing of Security personnel, including dismantling of existing structure if any, removal of debris to debris disposal sites, if any specified by the Authority etc.

iii. Planning & designing the ATS facility, to obtain necessary approvals including Planning and structural approval, arrange for required funding and to construct the Automated Testing Station at the Project Site as per Rule No 178 (Chapter

[16] It is clarified that a separate Concession Agreement will be executed for each Project Site. Therefore, while executing the Concession Agreement, only the scope of specific Project Site being awarded to Concessionaire should be included.

XI), Rule No 190 of the Central Motor Vehicle Rules, 1989 along with the provisions of the Concession Agreement and Schedules hereof.

iv. Entry and exits for the ATS at the Complex shall be provided and developed considering overall traffic circulation within and outside the facility. Necessary approval shall be taken including compliance with the directions of the Traffic Police Department.

v. To make necessary arrangement for capital investment and smooth execution of Project and to ensure timely completion of the construction activity.

vi. To register the automated testing station as per Rule No 175 (Chapter XI) of the Central Motor Vehicles Rule 1989 in compliance with the eligibility criteria mentioned in Rule No 176 (Chapter XI) of the Central Motor Vehicle Rules 1989 and with Rule No 177 (Chapter XI) of the Central Motor Vehicle Rules 1989 which details on the Conflict of Interest for setting up of Automated Testing Station

vii. The Concessionaire is encouraged to achieve "net zero building" by installing necessary solar panels or utilizing alternative renewable sources within the site and in compliance with applicable laws.

viii. The Concessionaire is encouraged to enhance the aesthetics and environmental value of the premises through appropriate landscaping of available open areas, where practicable and permissible under applicable regulation.

b. Operations and Maintenance

i. Automated Testing Station

1. To conduct various Visual and Functional tests as specified in Table D in Rule 189 of Central Motor Vehicle Rules 1989 for the vehicle as per characteristics given in Table H in sub-rule (7) of rule 190 and issuance of certificate of fitness.
2. The retesting procedure shall be conducted in accordance with the Rule No 182 (Re-Testing Procedure) of Central Motor Vehicle Rules 1989 and appeal if any from the Vehicle Owners shall be in accordance with Rule No 183 (Appeal against test result) of Central Motor Vehicle Rules 1989.
3. Deployment of Manpower including Manager, System Analyst, Data Entry Operator, Drivers, Lane in-charge / Supervisors, Lane Operators, Maintenance Technicians, etc. shall be deployed as per Table B in Rule 179

of Central Motor Vehicle Rules 1989 along with compliance with respect to labour laws in force.

4. The Audit and assessment of the Automated Testing Station shall be carried out by agencies accredited with National Accreditation Board for Testing and Calibration Laboratory and/ or by any other agencies notified by Central Government for conducting such Tests and Audits as detailed in Rule No 184 (Audit and Assessment) of Central Motor Vehicle Rules 1989.
5. To support the authority during surprise tests or routine assessments of the automated testing stations and to provide all necessary information during office hours without any delay.
6. Apart from bi-annual audit and assessment as per Rule No 184 (Audit and Assessment) of Central Motor Vehicle Rules 1989, periodic and preventive maintenance requirements of the OEM's shall be complied with to ensure effective operations and maintenance
7. Certification Fee and Testing Fee shall be collected as per the details provided in Schedule G of this RFP and no additional charges shall be collected. However basic facilities and amenities including drinking water, public convenience facility, waiting area shall be provided in a clean and hygienic manner at free of cost. Further it is clarified that the revenue from retail and advertisements if developed shall be charged as per market dynamics.
8. To undertake periodic maintenance and refurbishment for the entire facility once in every 3 Years to ensure that the optimum life of the developed facility is achieved.

ii. Common / Other Facilities

1. To make payment of all applicable existing and future taxes, charges, fees, levies, Concession Fee, Utility bills etc. as may be applicable to the Project and/ or any activities in pursuance of the Concession Agreement during the Concession Period.
2. Property tax in respect of the Project Site shall be paid directly by the Authority to the municipal authority concerned. The Concessionaire shall reimburse the Authority for the property tax amount so paid within 30(thirty) days of receiving written intimation and supporting documents

from the Authority. Any delay in reimbursement beyond the said period shall entail payment of interest at the rate specified in Article 27.3 of the Concession Agreement, computed for the period of delay.

3. To undertake maintenance of all the common area and entire ATS facility in neat and hygienic manner. Floors should be cleaned to good industry standards. In addition, there should be no evidence of grit, dust, scum, grease, hair, and scale on the floor and shall adhere to maintenance guidelines provided in Schedule F is complied with.
4. Complete security system shall be arranged including CCTV Cameras, Boom Barriers, access-based entries etc. wherever possible and access to administrative areas shall be restricted and secured.
5. Performance and fulfilment of all other obligations of the Concessionaire in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Concessionaire under this Agreement

c. Handover Stage

1. Handover of the Project Facility without any defect in good condition excluding normal wear and tear as per directions of the Authority.
2. Ensure that all the details of existing contracts, guarantees and warranties, maintenance manuals etc. are handed over to the Authority.
3. Ensure that no advances, loans, dues or outstanding balances, statutory dues, utility bill payments, etc. are there as on date of handover of Project Assets.
4. The Project Facility shall be handed-over to the Authority clear and free of all encumbrances in compliance with the Divestment Requirements set forth in the Concession Agreement.
5. The handing over process shall be initiated at least 3 (three) months before the actual date of expiry of the Concession Period by a joint inspection by the Authority and the Concessionaire. Two rounds of joint inspection shall be conducted.
    a. Round 1: A joint inspection shall be conducted between 90 days and 75 days prior to the date of Handover in order to identify any defects.

b. Round 2: A joint inspection shall be conducted 15 days prior to the date of Handover in order to identify and address any pending / unattended defects.

6. The Concessionaire shall, at its sole cost and expense, provide all necessary software to interface between the automated testing machinery installed at the facility and the Parivahan portal and any other portal as directed by the State Government. This includes ensuring complete data safety and security measures, surveillance systems, and digital authentication, etc. as mandated under the Information Technology Act, 2000 and rules made thereunder, Central Motor Vehicles Rules, 1989, any other guidelines/ directions as issued by the authority.
7. The Concessionaire shall ensure that upon completion of the Concession Period, the Authority shall receive complete operational control of the facility, free from any Patent Rights, proprietary restrictions, or legal impediments that would materially affect the facility's functionality or operations.

The Development Plan approved by the Authority as per the terms of the Concession Agreement shall be attached below to the Scope of Work of the Project.

SCHEDULE-C : INFRASTRUCTURE & EQUIPMENT REQUIREMENTS

PART 1: INFRASTRUCTURE REQUIREMENTS

The infrastructure requirement to be set up at the said location shall be catering to the Fitness Certificate testing requirements of HMV/ LMV Vehicles in compliance with Rule No 178 (Infrastructure requirement), Rule no. 190 (Equipment specification for Automated Testing Station) & other applicable rules of Central Motor Vehicle Rules,1989.

A minimum of 1 (one) number of HMV lane and 1 (one) number of LMV lane, with a minimum per lane area for two-wheelers or three-wheelers and Light Motor Vehicle as 500 sq.m. (five hundred square meters) and for Medium or Heavy Motor Vehicle as 1,500 sq.m. (one thousand five hundred square meters), which includes commensurate space for the administrative block including reception or information centre, waiting area, Information Technology server and workstation, washrooms etc. The Automated Testing Station shall have the minimum dimensions for defining test lane, as per the following table, namely :-

Sl. No.	Minimum Dimensions	2-Wheeler	3-Wheeler & LMV	Medium & HMV
1	Length	15	32	32
2	Width	5	7	7
3	Minimum length for turning at entry	3	10	18
4	Minimum length for turning at exit	3	10	18

Note: Addition of testing lanes shall be undertaken by the concessionaire based on the vehicular demand / future requirements at their own cost.

1. The Standard Operating Procedures (SOP) of the Automated Testing Station shall be displayed in the waiting area for public as well as staff.
2. Adequate space shall be available for fitment of utilities like transformers, Low Tension or High-Tension panels with safety or protective devices, Gensets, Air Compressor, Uninterrupted Power Source, water coolers, fire protection and firefighting system of adequate capacity and test lane area shall be provided with adequate ventilation and fume extraction system.
3. An Automated Testing Station shall have adequate space for parking and free movement of vehicles brought for testing and necessary cyber security certifications

shall be provided for the Information Technology Systems for safe access to the VAHAN portal/ database as applicable.

4. Testing equipment and Information Technology infrastructure shall be as per rule 190 of the CMVR 1989.

Characteristics of vehicles to be tested shall be as per following table, namely:-

Details	3w		4w PC (M1, N1)		4w LCV (M2, N2)		**HCV (M3, N3)**			
							Trucks (N3)		**Bus (M3)**	
	Min	**Max**	**Min**	**Max**	**Min**	**Max**	**Min**	**Max**	**Min**	**Max**
Front Axle wt kg	90	260	420	1285	1235	1425	1235	7200	360	6160
Rear Axle wt kg	205	780	435	1115	810	1360	810	5085	1360	8900
Kerb Wt kg	203	800	730	2300	1500	3380	2045	12500	2660	15000
GVW kg	610	2150	935	2940	2540	10900	5300	31000	5300	22000
Wheelbase mm	1590	3070	2100	3215	2500	3800	2500	5545	2654	8350
Wheel Track mm Front	-	-	1300	1661	1630	1650	1410	1900	1630	2054
Wheel Track mm Rear	1150	1540	1315	1651	1577	1610	1406	1875	1577	1837
Length mm	2080	3510	1402	5226	4634	6875	4634	11994	5125	15000
Width mm	1100	1520	1495	1975	1700	2155	1870	2800	1910	2600
Height mm	1635	2070	1297	2550	2270	2550	2978	3940	2200	3610
Overhang mm Front	-	-	464	1125	1500	2280	1050	1695	1000	1150
Overhang mm Rear	443	790	405	1173	1500	2280	805	3484	1875	2870
Ground clearance Mm	170	200	123	220	194	375	194	250	194	250
TCD m	2.8	6.2	8.33	7.95	8.5	16	13.8	23.5	11.17	23.4
TCCD m	-	-	7.95	13.4	-	-	15.89	25	12.84	27.2

The test lanes at an Automated Testing Station may be segregated into three stations, to balance activities and following tests may be conducted at each station as per the table below:

Station-1	Station-2	Station-3
• RFID Authentication of Operator	• RFID Authentication of Operator	• RFID Authentication of Operator
• Emission Test	• Side Slip Test	• Under Body Visual Inspection using Axle play detector
• Horn Test	• Front & Rear Suspension Test	• Steering Angle test
• Exhaust Noise Test	• Service Brake & Parking Brake Test	• Head Light Test
• Speedometer Test		
• Speed Governor Test		

Note : The operator may choose a different combination of tests (as mentioned in the table above) to be conducted at each station in a lane, depending on layout of lanes and throughout.

PART 2: EQUIPMENT SPECIFICATION FOR AUTOMATED TESTING STATION

The equipment used at an Automated Testing Station shall be capable of measuring maximum safe axle weight as notified under section 58 of the CMVR Act. It shall be able to test all categories of vehicle under fitness regime. The software of the equipment shall allow modification in the inspection system as required by the registering authority. All equipments shall be able to operate in the following environmental conditions, namely

- temperature range 0°C to 55°C
- humidity up to 95%
- dust: Typical Indian testing condition.

The equipment used at an automated testing station shall comply with the following specifications as given below :-

Sl. No.	Equipment	Technical Specification	
		Light Commercial Vehicles	Medium and Heavy Commercial Vehicles
1	Roller brake tester	a) Maximum measurable brake load is at least of 6kN b) Difference in left and right braking efficiency c) Brake load resolution <= 100N d) Suitable roller diameter, length and separation as per the Matrix given in sub-rule (7) of this rule e) Provision for either lifting or braking of roller for easy exit of vehicle f) Approximate Testing speed: 5 km/h+1 km/h g) Roller surface a. Minimum frictional coefficient 0.6 (Supporting documents from Internationally certified agencies or NABL accredited labs in India for	a) Maximum measurable brake load is at least of 40 kN. b) Difference in left and right braking efficiency c) Brake load resolution ≤ 100N d) Suitable roller diameter, length and separation as per the Matrix given in sub-rule (7) of this rule e) Provision for lifting and braking of roller for easy exit of vehicle f) Approximate Testing speed: minimum 2.5 km/h g) Roller surface a. Minimum frictional coefficient 0.6 (Supporting documents from Internationally certified agencies or NABL accredited labs in India for confirmation of

Sl. No.	Equipment	Technical Specification	
		confirmation of minimum frictional coefficient of roller surface need to be provided). b. Service life: Minimum 25000 hrs (Self-declaration from OEM specifying required useful life of rollers without any damage need to be provided) h) Measurement accuracy: within + 100N	minimum frictional coefficient of roller surface need to be provided). b. Service life: Minimum 25000 hrs (Self-declaration from OEM specifying required useful life of rollers without any damage need to be provided) h) Measurement accuracy: within +2% of the measured value
2	Axle Weight Measurement	a) Weighing scale for measurement of each axle weight is required. The system should determine this by adding together the axle weight, tare weight/ Kerb weight of the vehicle. Axle weight measurement system can be separate or integrated within either Suspension Tester or Roller Brake Tester equipment. b) Measuring Range: 0-3000 kg c) Resolution: 5 kg d) Accuracy: + 1% of reading	a) Weighing scale for measurement of each axle weight is required. The system should determine this by adding together axle weight, tare weight/Kerb weight of the vehicle. Axle weight measurement system can be separate or integrated within Roller Brake Tester equipment. b) Measuring range: 0-15000 kg c) Resolution: 5 kg d) Accuracy: + 1% of reading
3	Suspension tester	a) Amplitude of excitation: 6.5 mm +/- 5 mm b) Measurement accuracy: + 1% of wheel load	
4	Side slip tester	a) Suitable dimension of track plate length, weight and height b) Measuring range: + 20 m/km c) Measuring resolution: 1 m/km d) Accuracy shall be + 1.0m/km	a) Suitable dimension of track plate length, weight and height b) Measuring range: + 20 m/km c) Measuring resolution: 1 m/km d) Accuracy shall be + 1.0m/km

Sl. No.	Equipment	Technical Specification	
5	Joint Play tester	a) Maximum Force per plate is at least of 6 kN b) Maximum movement on each side: 50-80 mm (Hydraulic)	a) Maximum Force per plate is at least of 30 kN b) Maximum movement on each side: 100 mm (Hydraulic)
6	Electronic Steering Gear Play Detector	a) Capable of measuring angular movement up to + 30° b) Recording mechanism to measure wheel movement against steering movement c) Measurement accuracy: + 2% of full scale deflection	a) Capable of measuring angular movement up to ± 30° b) Recording mechanism to measure wheel movement against steering movement c) Measurement accuracy: + 2% of fullscale deflection
7	Semi-Automatic Head light tester	a) Light Intensity range measure (min): 0-100,000 cd b) Illumination Intensity range measure:0-200 lux c) Headlight tester must have ability to autofocus and should be capable of measuring headlamp with their Centres 500 mm to 1200 mm above ground level d) Vertical and horizontal measuring range: + 50 cm/10 m (+5 %) e) Intensity maximum deviation: +5% of reading. f) Headlamp tester to be placed on a perfectly level surface/rails. g) Maximum deviation of inclination measurement (vehicle orientation): + 0.1%	a) Light Intensity range measure: 0-100,000 cd b) Illumination Intensity range measure: 0-200 lux c) Headlight tester must have ability to autofocus and should be capable of measuring headlamp with their Centres 500 mm to 1200 mm above ground level. d) Vertical and horizontal measuring range: + 50 cm/10 m (+5%). e) Intensity maximum deviation: + 5%. f) Headlamp tester to be placed on a perfectly level surface/ rails. g) Maximum deviation of inclination measurement (vehicle orientation): + 0.1%
8	Opacimeter	a) Equipment to meet specifications as per MoRTH/Central Motor Vehicles Rules, 1989/TAP 115/116 or AIS 137 (part 8)	a) Equipment to meet specifications as per MORTH/Central Motor Vehicles Rules, 1989/TAP 115/116 or AIS 137 (part 8)

Sl. No.	Equipment	Technical Specification	
9	Exhaust gas analyzer	a) The equipment should measure gas emissions of gasoline, CNG, LPG as per Central Motor Vehicles Rules, 1989/TAP 115/116 or AIS 137 (part 8) b) Threshold limits as per relevant provisions in rule 115 c) Measuring resolution to be as follows: (i) CO: 0.01% (ii) CO2: 0.1% (iii) HC: 1 ppm (iv) O2: 0.02% for measured values <= 4 % values & 0.1% for measured values >= 4% (v) Lambda: 0.001 RPM counter: 10 rpm d) The maximum deviation allowed in the rpm counter shall be + 20 rpm or + 2 % of the reading, whichever is greater. e) Probe to be mechanically clamped to the tail pipe for suitable analysis of exhaust gas. Ambient air quality should not be disturbed due to exhaust gas emissions. Suitable mechanism to be incorporated for extraction of exhaust gas from the shed	a) The equipment should measure gas emissions of gasoline, CNG, LPG as per Central Motor Vehicles Rules, 1989/TAP 115/116 or AIS 137 (part 8) b) Threshold limits as per relevant provisions in rule 115 c) Measuring resolution to be as follows: (i) CO: 0.01% (ii) CO2: 0.1% (iii) HC: 1 ppm (iv) O2: 0.02% for measured values <= 4% values & 0.1% for measured values >= 4% (v) Lambda: 0.001 RPM counter: 10 rpm d) The maximum deviation allowed in the rpm counter shall be + 20 rpm or + 2% of the reading, whichever is greater e) Probe to be mechanically clamped to the tail pipe for suitable analysis of exhaust gas. Ambient air quality should not be disturbed due to exhaust gas emissions. Suitable mechanism to be incorporated for extraction of exhaust gas from the shed.
10	Speedometer Tester/Speed Governor Tester	a) Suitable dimension of track weight, roller diameter and axle separation, as per the Matrix given in clause (7) of this rule b) Provision for lifting and braking of roller for easy exit of vehicle c) Measuring range: 20 - 160 km/h	a) Suitable dimension of track weight, roller diameter and axle separation, as per the Matrix given in clause (7) of this rule b) Provision for lifting and braking of roller for easy exit of vehicle c) Measuring range: 25 - 100 km/h

Sl. No.	Equipment	Technical Specification	
		d) Resolution: 1 km/h e) Accuracy: + 1% of indicated reading	d) Resolution: 1 km/h e) Accuracy: + 1% of indicated reading
11	Sound level meter	a) Recommended as per IEC 60651/IEC 61672-1 b) Measuring level: ≥30dB to ≤120dB c) Frequency A & C d) Accuracy: + 1.5 dB e) Tripod stand mounted f) Build battery for power source of charging from outlet of 220V AC and USB g) Resolution: 0.1 dB The location of the Sound Level Meter to be clearly marked on the test station.	a) Recommended as per IEC 60651/IEC 61672-1 b) Measuring level: ≥30dB to ≤120dB c) Frequency A & C d) Accuracy: + 1.5 dB e) Tripod stand mounted f) Build battery for power source of charging from outlet of 220V AC and USB g) Resolution: 0.1 dB The location of the Sound Level Meter to be clearly marked on the test station.
12	OBD Scan Tool	a) Compliant to: OBDII/EOBD/HD-OBD/WWH-OBD Scan-Tool in accordance with SAE J1979, SAE J1939 and ISO 27145 b) Must support all OBD modes c) Diagnostics Communication mediums supported: KWP2000 (K-Line, CAN TP2.0 and ISO-CAN), UDS (ISO-CAN)	a) Compliant to: OBDII/EOBD/HD-OBD/WWH-OBD Scan-Tool in accordance with SAE J1979, SAE J1939 and ISO 27145 b) Must support all OBD modes c) Diagnostics Communication mediums supported: KWP2000 (K-Line, CAN TP2.0 and ISO-CAN), UDS (ISO-CAN)
13	Test Fingers (for Electric & Hybrid-Electric Power train vehicles only)	a) IPXXB & IPXXD test fingers	a) IPXXB & IPXXD test fingers
14	Insulation Tester (for Electric & Hybrid-Electric Power train vehicles only)	a) Rated measuring voltage: upto 1000 V DC/AC (45 to 65 Hz) (b) Measuring range: 10kΩ to 100MΩ or better (c) Accuracy: upto 10MΩ + 2% of reading & above 10MΩ + 5% of	a) Rated measuring voltage: upto 1000 V DC/AC (45 to 65 Hz) b) Measuring range: 10kΩ to 100MΩ or better c) Accuracy: upto 10MΩ + 2% of reading & above

Sl. No.	Equipment	Technical Specification	
		reading	10MΩ + 5% of reading
15	Free Roller Set (For Speedometer test on All Wheel Drive vehicles)	a) The device shall be portable to accommodate large variations in wheelbase of the vehicle b) It shall allow driven axels to turn without touching the floor. It shall be composed of a chassis with free turning wheels mounted onto it. c) The device shall be designed to ensure safety of nearby people and vehicles so a proper restraint system shall be proposed	
16	Bogie Roller Set (For Roller Brake Test or Speedometer Test on multi-axle HCV with more than one live axle)		a) Proper braking mechanism for locking of rollers during exit of vehicle shall be provided (ii) The bogie rollers are to be suitably designed to accommodate varying distances between axles and are to be embedded suitably to test both brake and speedometer

Technical Specifications of equipment for testing Two Wheelers

Sl. No.	Equipment	Parameter	Technical specifications
17	Roller brake tester	(a) Maximum load charge per wheel	1T
		(b) Maximum measurable brake load	3 kN
		(c) Minimum Roller Diameter	suitable roller diameter to test all types of mopeds, scooters & motorcycles
		(d) Minimum Roller Separation	Suitable roller separation to test all types of mopeds, scooters & motorcycles

Sl. No.	Equipment	Parameter	Technical specifications
		(e) Minimum Roller Length	Suitable roller length to test all types of mopeds, scooters & motorcycles
		(f) Roller Surface-Minimum frictional coefficient	0.6
		(g) Roller Surface Service life	Min. 50000 hrs.
		(h) Brake load resolution	<= 10N
		(i) Brake load accuracy	+ 10N of measured value
		(j) Approximate testing speed	5 km/h
18	Semi-Automatic Headlight tester	(a) Light Intensity range measure (min)	0 - 100000 cd
		(b) Illumination Intensity range measure	0-200 lux
		(c) Headlight tester capable of measuring headlamp with their Centre above ground level	240 mm to 1500 mm
		(d) Vertical and horizontal measuring Range	+50 cm/10 m (+15 %)
		(e) Maximum deviation of intensity	+ 5 % of reading
		(f) Headlamp tester to be placed on a perfectly level surface/ rails	

Technical Specifications of equipment for testing Three-Wheeler

Sl. No.	Equipment	Specification
19	Towing trolley or rail Trolley (For front wheel of 3-Wheeled vehicle)	(i) Towing trolley should be capable of safe movement of front wheel of 3-wheelers by sliding over the inspection pit. (ii) Locking mechanism should be provided for loading & unloading of front wheel of 3-wheelers on the trolley.

SCHEDULE D: FORMAT OF PERFORMANCE SECURITY

To,
<Insert Designation and Address of the Authority>

WHEREAS:

A. _____(the "**Concessionaire**") and Commissionerate of Transport and Road Safety, Government of Tamil Nadu having its principal office at _____ (the "**Authority**") having to enter into a Concession Agreement (the "**Agreement**") for the ***"Establishment and Operation of Automated Testing Stations at five locations in the State of Tamil Nadu"*** (the "**Project**") including any extension in Concession Period, subject to and in accordance with the provisions of the Agreement.

B. The Agreement requires the Concessionaire to furnish a Performance Security to the Authority in a sum of INR [▪] (the "**Guarantee Amount**") as security for due and faithful performance of its obligations, under and in accordance with the Agreement, during the Concession Period (as defined in the Agreement).

C. We, _____through our Branch at _____ (the "Bank") have agreed to furnish this Bank Guarantee by way of Performance Security.

NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Authority upon occurrence of any failure or default in due and faithful performance of all or any of the Concessionaire's obligations, under and in accordance with the provisions of the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.

2. A letter from the Authority, under the hand of an Officer not below the rank of _____(mention designation of the officer) in the Commissionerate of Transport and Road Safety, Government of Tamil Nadu that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Concession Period under the Agreement and its decision that the Concessionaire is in default shall be final, and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any dispute between them pending before any court, tribunal, arbitrators or any other authority or body, or by the discharge of the Concessionaire for any reason whatsoever.

3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.

4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time, the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.

7. Notwithstanding anything contained herein, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee shall be unconditional and irrevocable and will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

8. The Performance Security shall cease to be in force and effect after expiry of a period of 6(six) months from Concession Period and provided the Concessionaire is not in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Security along with the particulars required hereunder, duly certified by a statutory auditor of the Concessionaire being Company or by a Chartered Account in any other case, the Authority shall release the Performance Security forthwith.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it

has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive. The Bank shall also accept e-mail as a valid notice of claim by the Authority delivered to [insert e-mail id of the Bank]

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of 6 (six) months after the expiry of Concession Period or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this ……. day of …... 20…… at ……

SIGNED, SEALED AND DELIVERED
For and on behalf of the BANK by:
(Signature)
(Name)
(Designation)
(Code Number)
(Address)

NOTES:
(i) The bank guarantee should contain the name, designation and code number of the officer(s) signing the guarantee.
(ii) The address, telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

SCHEDULE E: COMPLETION CERTIFICATE

1 I, …… (Name of the Nodal Officer), acting in my capacity as the Nodal Officer, under and in accordance with the Concession Agreement dated …… (the "**Agreement**") executed between the Commissionerate of Transport and Road Safety, Government of Tamil Nadu **("Authority")** and **……** (Name of the Concessionaire), for the "***Establishment and Operation of Automated Testing Stations at _____ in the State of Tamil Nadu"*** (the "**Project**"), hereby certify that the Tests specified in the Agreement have been successfully undertaken to determine compliance of the Project Facility with the provisions of the Agreement, and I am satisfied that the Project Facility can be safely and reliably placed in commercial service of the Users thereof.

2 It is certified that, in terms of the aforesaid Agreement, all works forming part of Project Facility have been completed and all the Applicable Permits to commence operations having been obtained by the Concessionaire from the concerned Government Instrumentality, accordingly, the Project Facility is hereby declared fit for entry into commercial operation on this the …… day of …… 20…..

SIGNED, SEALED AND DELIVERED
For and on behalf of
the NODAL OFFICER by:

(Signature)
(Name)
(Designation)
(Address)
(Regn. No.)
(Ref. No.)

AGREED, ACCEPTED AND SIGNED
For and on behalf of the Concessionaire by:

(Signature)
(Name)
(Designation)
(Address)

SCHEDULE F: OPERATION & MAINTENANCE REQUIREMENTS

PART 1: REGISTRATION PROCEDURE FOR AUTOMATED TESTING STATION

The Concessionaire shall operate and maintain the facility and the machinery adhering to all provisions of Motor Vehicles Act, 1988, Central Motor Vehicles Rules 1989 as amended from time to time. In addition to the same, the following conditions are to be adhered to regarding the operation and maintenance of the facility. In case of any discrepancies, the rule 175 of CMVR 1989 stands final.

1. No operator of an Automated Testing Station shall issue or renew a certificate of fitness to any vehicle or commence any operations without having a Registration Certificate, granted to it by the registering authority in Form 62.
2. In case of a new Automated Testing Station, the application for grant of Registration Certificate shall be preceded by the grant of a Preliminary Registration Certificate for construction or establishment of such station and thereafter, upon setting up or construction or establishment of the automated testing station and its successful pre-commissioning audit and assessment, the applicant can submit an application for grant of Registration Certificate to start operations.
3. The application for grant of Preliminary Registration Certificate under sub-rule (2) shall be made in Form 63 by the owner or operator or the Concessionaire to the Commissioner of road safety and transport and shall be accompanied by the fee as specified in rule 188.
    a) The Central Government shall set up an electronic portal for Single Window Clearance on which the applicant will apply and upload documents and required fee for registration.
4. The preliminary registration shall be as follows:
    i. The registering authority, shall, while considering an application for the grant of a Preliminary Registration Certificate, ensure that the applicant satisfies all the requirements as specified in rule 176.
    ii. The registering authority shall while considering an application under this rule, take into consideration the possible utilization of the automated testing stations and the fact that the setting up of the automated testing station shall improve the availability of testing facilities in the area both in relation to the number of vehicles and proximity to such automated testing station.

5. The registering authority, on receipt of an application under sub-rule (3), and after satisfying himself that the applicant has complied with the requirements of sub-rule (4), grant the Preliminary Registration Certificate in Form 61 within thirty days from the date of receipt of such application:

   PROVIDED that no application for the grant of a Preliminary Registration Certificate shall be refused by the registering authority unless the applicant is given an opportunity of being heard and reasons for such refusal are given in writing by the Registering Authority.

6. The applicant, upon the establishment of the Automated Testing Station, shall appoint National Accreditation Board for Testing and Calibration Laboratories - accredited agency or any other agency notified by the Central Government for conducting pre-commissioning audit and assessment of the automated testing station.
7. An application for grant or renewal of a Registration Certificate shall be made in Form 64 to the registering authority and shall be accompanied by,
   i. the fee as specified in rule 188;
   ii. security deposit or bank guarantee as specified in rule 188;
   iii. the Preliminary Registration Certificate as referred to in sub-rule (2), wherever applicable;
   iv. successful pre-commissioning audit and assessment report in Form 66.
8. The registering authority shall, while considering an application for the grant or renewal of a Registration Certificate, ensure that the applicant satisfies all the requirements as provided in rules 176 to 179.
9. The registering authority may, on receipt of an application under sub-rule (7), and after satisfying himself that the applicant has complied with the requirements of sub-rule (8), grant or renew the Registration Certificate in Form 62 within sixty days from the date of receipt of the application:

   PROVIDED that no application for grant of a Registration Certificate shall be refused by the registering authority unless the applicant is given an opportunity of being heard and reasons for such refusal are given in writing by the registering authority.

10. The Preliminary Registration Certificate, Registration Certificate, all observations made in relation to the application for grant of Preliminary Registration Certificate and Registration Certificate, the objections or reasons due to which the Preliminary Registration Certificate or Registration Certificate is refused, shall be duly uploaded on

the electronic portal within three working days of passing any order under sub-rules (5) and (9).

(A) **Validity and renewal of Registration**

1. A Preliminary Registration Certificate shall be valid for the period of setting up or construction or establishment of the automated testing station, which shall be mutually agreed between the State Government and the owner or operator and specified in the Preliminary Registration Certificate.
2. A Registration Certificate shall be valid for a period of ten years from the date of issuance and its subsequent renewal shall be valid for a period of ten years from the date of renewal, and an application for renewal of registration may be made three months before the expiry of the period of such registration.
3. The Preliminary Registration Certificate and Registration Certificate shall not be transferable.
4. Where the Preliminary Registration Certificate or Registration Certificate is lost or destroyed, the holder of such certificate shall intimate the facts to the registering authority which has granted or renewed the certificate and shall apply for a duplicate certificate under sub-rule (5) in Form 65 intimating the reasons thereof.
5. An application for issuance of duplicate Preliminary Registration Certificate or Registration Certificate shall be made in Form 65, along with appropriate fee, as specified in rule 188.
6. The registering authority may issue a duplicate certificate in Form 61 or Form 62, as the case may be, with clearly marked word "DUPLICATE" on top right corner.
7. The duplicate certificate shall be immediately surrendered to the registering authority if the original is traced out or found at a future date.

PART 2: TESTING PROCEDURES OF AUTOMATED TESTING STATION

The concessionaire shall adhere to the following procedures while conducting the tests at the Automated Testing Stations as per the rule 181 and rule 182 of CMVR 1989.

1. The appointment for fitness test at any automated testing station shall be booked electronically, through the electronic portal, set up by the Central Government within six months from the date of notification of the Central Motor Vehicles (Twenty First Amendment) Rules, 2021, on depositing the fee as specified in rule 81, electronically or such other manner as may be laid down by the Central Government [and the vehicle owner shall get the refund of the fee deposited on cancelling the appointment for fitness test].
2. Until the electronic portal referred to in sub-rule (1) is developed, the bookings for fitness tests shall be done either manually or through the electronic portal of the State or Union Territory Governments.
3. The following documents and information shall be uploaded or entered, as applicable, at the time of booking a slot for fitness test at an automated testing station, namely :- (i) Registration Certificate of Vehicle, along with Form 25, wherever applicable; (ii) valid Insurance Certificate; (iii) last valid Permit, wherever applicable; (iv) mobile number and email ID of the registered owner or authorised signatory.
4. The other details related to the vehicle, not limited to the following, shall be fetched automatically from the VAHAN database, namely :- (i) Chassis Number; (ii) Engine number; (iii) Fuel; (iv) Vehicle Class; (v) Vehicle Category; (vi) Make and Model; (vii) Gross Vehicle Weight (GVW); (viii) Month and Year of Manufacture; and (ix) Speed Governor Serial Number, wherever applicable.
5. The list of tests to be conducted along with the reference standards shall be as per rule 189, as applicable from time to time.
6. The data generation, processing and storage shall be done in a manner so as to ensure that,-
   i) the database is stored in a data management software platform to enable easy exchange and analysis of data with other platforms;
   ii) all automated test results shall be automatically transmitted from testing equipment to a central server installed in the automated testing station and visual checks data, including photographs, shall also be transferred on the same server;
   iii) the fitness criteria for pass or fail shall be automatic and in accordance with rule 189;
   iv) The tested data shall be maintained as follows:

a) display of testing station in a test lane shall not indicate any test result;
b) all test results shall be masked on the test lane with encrypted test data;
c) the test report shall be generated automatically and digitally signed with relevant details, immediately after completion of all tests;

v) the test data and report generated shall be kept in a safe and secured facility and automatically populated on to the electronic portal;

vi) photographs of vehicle and its Chassis and Engine number shall be captured by Global Positioning System enabled camera and shall be kept in a secured facility and uploaded on the electronic portal along with the tests data and report.

7. The certificate of fitness, if granted, in Form 25 or Form 38, as the case may be, and test report [in Form 69,] so generated shall be sent to the registered owner or authorised signatory through physical and electronic mode and the test report shall include the following, namely :

i) station Name and registration number;
ii) date and time of the test;
iii) vehicle details - Registration number, Type, Make and Model;
iv) visual check details;
v) measured and permissible values of functional tests;
vi) date of calibration of each equipment of the automated testing station on which tests are conducted;
vii) list of functional tests or visual checks failed by the vehicle, in case certificate of fitness is not granted.

8. The results shall also be integrated with VAHAN Database.
9. Notwithstanding anything in the fourth proviso to sub-rule (1) of rule 62, the automated testing station may accept and test the vehicle registered in any of the States or Union Territories.
10. On completion of test, the vehicle owner shall receive a text message mentioning if the vehicle passed or failed the test on their registered phone number.
11. The competent officer of the Regional Transport Office concerned will verify the test results uploaded on the VAHAN Portal and if the results comply with the requirements of the Motor Vehicle Act, 1988 and the rules made thereunder, then the concerned officer will approve the test results accordingly.

12. After approval of test results by the concerned officer of Regional Transport Office, the User/ vehicle owner shall print the certificate of fitness in the prescribed Form of CMVR 1989 as amended.
13. If the concerned officer of Regional Transport Office does not approve/reject the test results within 2 working days from the date of testing the vehicle, then it will be treated as deemed approval by the said officer and VAHAN Portal will auto approve the said test results.

The grant and renewal of Certificate of Fitness (the "Fitness Certificate") to the vehicles as per characteristics given in Table-H in sub-rule (7) of rule 190 shall be made at an Automated Testing Station only after carrying out the following checks and tests as specified in the Table-D given below :-

Table - D

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
(1)	Headlamp dipped Beam	Yes	No	Functional	AIS-128	Functional test requirements: Horizontal cut off of passing beam shall always be below headlamp centreline and the deviation shall be within 0.5% to 2.5%.
(2)	Headlamps Assembly	No	Yes	Visual	rule 105 and AIS-008 or AIS-008 (Rev. 1) and AIS-009 or AIS-009 (Rev. 1)	Visual inspection parameters: (i) Bulb should be working (ii) Head lamp operating switch working; (iii) No broken lens; (iv) Lens of the lamp should not be painted with colour OR pasted with sticker (v) No moisture deposition on the inside surface of the lens.
(3)	**Lights**					
	(a) Top Lights	No	Yes	Visual	rule 107, 108 and AIS:008 or AIS-008 (Rev. 1)	Visual inspection parameters: (i) Coloured lens shall not be faded; (ii) Lens should not be broken; (iii) Lamp shall be working;

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						(iv) For the lamps with dual coloured lens, red lens shall be oriented towards rear and white shall be towards front; (v) No moisture deposition on the inside surface of the lens; (vi) Secured fitment of the lamps.
	(b) Stop Lights	No	Yes	Visual	rule 102 and AIS-008 or AIS-008 (Rev. 1) and AIS-009 or AIS-009 (Rev.1)	Visual inspection parameters: (i) Coloured lens shall not be faded; (ii) Lens should not be broken; (iii) Lamp shall be working on actuation of the brake; (iv) No moisture deposition on the inside surface of the lens; (v) Secured fitment of the lamps.
	(c) Parking Lights	No	Yes	Visual	rule 109 and AIS-008 or AIS-008 (Rev. 1) and AIS-009 or AIS-009 (Rev. 1)	Visual inspection parameters: (i) Colored lens shall not be faded; (ii) Lens should not be broken; (iii) Lamp shall be working; (iv) No moisture deposition on the inside surface of the lens; (v) Secured fitment of the lamps.

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
	(d) Fog Lamps (if fitted)	No	Yes	Visual	AIS-008 or AIS-008 (Rev. 1)	Visual inspection parameters: (i) Coloured lens shall not be faded; (ii) Lens should not be broken; (iii) Lamp shall be working; (iv) No moisture deposition on the inside surface of the lens; (v) Secured fitment of the lamps.
	(e) Warning Lights in Ambulance	No	Yes	Visual	rule 108 and AIS-125 (Part 1)	Visual inspection parameters: (i) Coloured lens shall not be faded; (ii) Lens should not be broken; (iii) Lamp shall be working; (iv) No moisture deposition on the inside surface of the lens; (v) Secured fitment of the lamps.
	(f) Number Plate Light	No	Yes	Visual	rule 108 and AIS-008 or AIS-008 (Rev. 1) and AIS-009 or AIS-009 (Rev. 1)	Visual inspection parameters: (i) White light shall be used for illuminating number plate; (ii) Lens should not be broken; (iii) Lamps shall be working; (iv) No moisture deposition on the inside surface of the lens; (v) Secured fitment of the lamps.

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
	(g) End-Outline Marker Lamps	No	Yes	Visual	AIS-008 or AIS-008 (Rev. 1)	Visual inspection parameters: (i) Ensure secured fitment of end outline marker lamps; (ii) Coloured lens shall not be faded; (iii) Lens should not be broken; (iv) No moisture deposition on the inside surface of the lens; (v) Red coloured lens shall face towards rear and white lens to the front.
	(h) Direction Indicators	No	Yes	Visual	rule 102 and AIS:008 or AIS-008 (Rev. 1) and AIS-009 or AIS-009 (Rev. 1)	Visual inspection parameters: (i) Flashing light emitted shall be Amber in colour; (ii) Lens should not be broken; (iii) Lamps shall be working; (iv) No moisture deposition on the inside surface of the lens; (v) Secured fitment of the lamps.
	(i) Hazard Warning Signal lamp	No	Yes	Visual	AIS:008 or AIS-008 (Rev. 1) and AIS-009 (Rev. 1)	Visual inspection parameters: (i) Flashing light emitted shall be Amber in colour; (ii) Ensure simultaneous operation of all direction indicator lamps by use of switch.

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
(4)	Suppressor cap/High Tension cable	No	Yes	Visual	-	Visual inspection parameters: (A) Suppressor Cap: (i) Suppressor cap shall be in good condition (B) High Tension Cable: (i) High Tension cable shall be properly insulated; (ii) Proper terminal connections shall be made on both sides of High-Tension cable.
(5)	Rear View Mirrors	No	Yes	Visual	rule 125(2) and AIS-002 (Part-1) & (Part-2) (Rev. 1)	Visual inspection parameters: Ensure fitment of required class of the mirror as per AIS 002 (Part-1)/(Part-2) (Rev-1); Symbol I/II/III/IV/V/VI/VII specifying the class to which the type of mirror belongs shall be ensured on the mirror marking; Secured fitment of mirrors in good condition.
(6)	Safety Glass (Windscreen)	No	Yes	Visual	(a) rule 100 and IS:2553 (Part 2) (b) Bureau of Indian Standards license marking for the vehicles	Visual inspection parameters: (i) Except the glass area covered by stickers such as FasTag/Permits/ Badges, the windscreen glass shall be transparent; (ii) the laminated safety glass for windscreen application shall bear clear and indelible 'LW" or 'II' or IV or II/P marking

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
					registered from 1st April, 2021.	in addition to the trademark or manufacturer's logo as specified in IS:2553 (Part 2); (iii) Glass shall not be damaged / cracked; Coloured films shall not be pasted on the glass.
(7)	Horn	No	Yes	Visual and Functional	IS-1884, rule 119 and IS-15796	Visual inspection parameters: (i) Multi-toned horn giving a succession of different notes or with any other sound producing device giving an unduly harsh, shrill, loud or alarming noise shall not be used; (ii) Horn shall be securely fitted; (iii) Horn shall be functioning; (2) Functional test requirements: (i) Sound pressure level of the horn installed on the vehicle shall be as per IS: 15796.
(8)	**Silencer**					
	(a) Silencer	No	Yes	Visual	rule 120 and IS10399:1998	Visual inspection parameters: (i) Ensure no leakage; (ii) Secured fitment of silencer;

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						(iii) Silencer shall not be excessively rusty or damaged;
	(b) Exhaust Noise Test (dB)	No	No	Functional		Functional test requirements: (i) Stationary noise test as per IS10399:1998
(9)	**Windscreen Wiper**					
	(a) Windscreen Wiper Blades	No	Yes	Visual	rule 101, AIS-045, IS:15804 and IS:15802	Visual inspection parameters: (i) Ensure presence of wiper blades; (ii) Wiper blade shall be in good condition.
	(b) Windscreen Wiper System	No	Yes	Functional	rule 101, AIS-045, IS: 15804 and IS: 15802	Visual inspection parameter: (i) Ensure operation of each wiper arm(s) to cover maximum area of the windscreen; (ii) In split type windscreen for vehicles other than three-wheelers, wiper shall be operable for each windscreen; Wiper shall be securely fitted.
(10)	Dashboard Equipment	No	Yes	Visual	AIS-071 (Part 1)	Visual inspection parameters: (i) Ensure secured mounting; (ii) Wiring shall be insulated; (iii) Dashboard illumination shall be functioning;

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						(iv) Warning lights for ABS, lights, brake system, battery charging, OBD or engine malfunction, fuel label, engine oil pressure, engine coolant temperature shall not remain illuminated.
(11)	**Exhaust**					
	(a) Exhaust gas emission - CO%	Yes	No	Functional	Rule 115(2) (i) - TABLE	Applicable for Petrol/CNG/LPG driven vehicles
	(b) Exhaust gas emission - HC (ppm)	Yes	No	Functional		
	(c) Exhaust gas emission (High idle emission) - CO%	Yes	No	Functional	Rule 115(2) (i) - TABLE A	Applicable for petrol driven 4-Wheeler vehicles manufactured as per BS IV or BS VI norms and petrol driven 3-Wheeler vehicles manufactured as per BS VI norms
	(d) Exhaust gas emission (High idle emission) - Lambda	Yes	No	Functional		Applicable for petrol/CNG/LPG driven 4-Wheeler vehicles manufactured as per BS IV or BS VI norms and petrol/CNG/LPG driven 3-Wheeler vehicles manufactured as per BS VI norms

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
	(e) Smoke Density (Free Acceleration test applicable for Diesel vehicles)	Yes	No	Functional	Rule 115 (2) (ii) - TABLE	Applicable for Diesel vehicles
(12)	**Braking System**					
	(a) Service Brakes	Yes	Yes	Visual and Functional	AIS-128	(1) Visual inspection parameters: (i) Fittings shall be secured; (ii) Brake hoses shall not be damaged or cracked; (iii) No leakage of brake fluid. (2) Functional test requirements for service brakes: Braking efficiency measured on roller brake tester should be at least 27.23%.
	(b) Parking Brakes	Yes	Yes	Visual and Functional		
(13)	Steering Gear	Yes	Yes	Functional	rule 98	Functional test requirements: Back-lash/Free play in steering gear shall not be more than 30 degrees.

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
(14)	Side Slip Test (This test applies to all categories of vehicles except 3-wheelers)	Yes	No	Functional	As per specification	
(15)	Suspension Test (Applicable for vehicles having GVW upto 3.5 ton excluding 3-wheelers)	Yes	No	Functional	-	Functional test requirements: No significant difference between suspension system efficiency of left and right side of vehicle.
(16)	Joint Play Test	No	Yes	Visual and Functional		Visual inspection parameters: (A) Suspension system: (i) Ensure secured attachment of springs and shock absorbers to chassis or axle; (ii) Springs shall not be damaged or fractured; (iii) Shock absorber dampers shall not have any oil leakage;

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						(iv) Excessive wear shall not happen in swivel pin or bushes or at suspension joints; (v) In case of Air suspension, ensure no audible system leakage (B) Axle: (i) Secured fixing to the vehicle; (ii) Axle shall not be fractured or deformed; (iii) Excessive wear shall not happen in the swivel pin or bushes. (C) Steering System: Check: for tie rod ends play or loose joints/bushes, etc.
(17)	**Speedometer**					
	(a) Speedometer	Yes	Yes	Visual	rule 117 and IS-11827-2008	Visual inspection parameters: (i) Securely fitted; (ii) Sufficiently illuminated; (iii) Dial cover shall not be broken; (iv) Indicator needle operational.
	(b) Speedometer	Yes	No	Functional	As per specification	The vehicle shall be driven in unladen condition (with full charge and at full

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
	Test (For E-rickshaw or E-cart)					accelerator position) on straight, flat road or roller and when the vehicle attains full speed, the maximum speed shall be calculated by measuring time taken to travel fixed distance (viz 50 metres). Maximum speed of the vehicle shall not be more than 25 km/hr.
(18)	Rear under run protection device (RUPD) for N2, N3, T3 and T4	No	Yes	Visual	rule 124 (1A) and IS-14812-2005	Visual inspection parameters: (i) Rear Underride Protection Device shall be fitted; (ii) Rear Underride Protection Device shall not be cracked, corroded or damaged; (iii) Ensure that ground clearance and dimensions of Rear Underride Protection Device shall be as per IS-14812-2005.
(19)	Lateral under run protection device (LUPD) for N2, N3, T3 and T4	No	Yes	Visual	rule 124 (1A) and IS-14682-2004	Visual inspection parameters: (i) Lateral under run protection device shall be fitted (ii) Lateral under run protection device shall not be cracked, corroded or damaged (iii) Ensure that dimensions of Lateral under run protection device shall be as per IS-14682-2004.

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
(20)	FASTag	No	Yes	Visual	rule 138(A)	Visual inspection parameters: (i) To be affixed on the front windscreen; (ii) FASTag shall not be damaged.
(21)	Priority Seats, Signs, securing of crutches/ canes/walker, hand rail/ stanchions, controls at priority seats for differently abled passengers and passengers with reduced mobility	No	Yes	Visual	sub-rules (1) and (7) of rule 125C, AIS-052 (Rev. 1) and AIS-153	Visual inspection parameters: (i) Buses fitted with a priority seat shall have pictogram(s) visible from the outside, both on the front nearside of the bus and adjacent to the relevant service door(s); (ii) A pictogram shall be placed internally adjacent to the priority seat; (iii) All Type I buses shall have at least two passenger seats in case of Mini and Midi buses and four passenger seats in case of other buses designated as priority seats for persons with disabilities; (iv) Priority seats shall be only of the forward-facing type and preferably be located behind the driver's seat; (v) The priority seats shall be provided with appropriate facility for securing the crutches, canes, walkers, etc. to facilitate convenient travel for persons with disabilities;

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						(vi) Handrails or stanchions shall be provided at the entrance of all Type I buses; (vii) All Type I NDX buses shall be provided with controls adjacent to priority seats for requesting stops and which alert the driver that a mobility aid user wishes to disembark; (viii) Communication devices shall be placed adjacent to any priority seat.
(22)	Wheel chair entry /housing locking arrangement for wheel chair for differently abled passengers and passengers with reduced mobility	No	Yes	Visual	sub-rules (1) and (7) of rule 125C, AIS-052 (Rev. 1) and AIS-153	Visual inspection parameters: (i) Buses fitted with a wheelchair space shall have pictogram(s) visible from the outside, both on the front nearside of the bus and adjacent to the relevant service door(s); (ii) One of the pictograms shall be placed internally adjacent to each wheelchair space indicating whether the wheelchair is to be positioned facing the front or the rear of the bus; (iii) Wheelchair space shall be provided with a restraint system capable of

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						restraining the wheelchair and the wheelchair user; (iv) Ensure sufficient space available for the Wheelchair user to maneuver without the assistance of a person; (v) Vehicles of Type I shall have identified area to accommodate at least one wheelchair user; (vi) Communication devices shall be placed within identified wheelchair area.
(23)	Vehicle Location Tracking (VLT) Device	No	Yes	Visual	AIS-140	Visual inspection parameters: (i) Vehicle Location Tracking shall be installed; (ii) Emergency alarm button shall be working.
(24)	High Security Registration Plate (HSRP)	No	Yes	Visual	rule 50 and AIS-159	Visual inspection parameters: (i) High Security Registration Plates installed at the front & rear of the vehicle; (ii) Securely fixed.
(25)	Battery	No	Yes	Visual		Visual inspection parameters: (i) Secured mounting; (ii) Ensure no leakage;

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						(iii) Ensure top is clean, dry, free of dirt and grime.
(26)	Safety belt (Seatbelt)	No	Yes	Visual	rule 125(1-A) and AIS-015 or IS-15140:2003	Visual inspection parameters: (i) Mandatory safety belts shall be available and securely fitted; (ii) Safety belts shall not be damaged; (iii) Safety belt anchorage shall not be loose; (iv) Seatbelt reminder system, if available, should be functioning; (v) G-lock of seatbelt should be functioning.
(27)	Speed Governor	Yes	Yes	Visual and Functional	rule 118 and AIS-018	(1) Visual inspection parameters: (i) Securely fitted; (ii) Speed governor shall be sealed; (iii) Electrical wirings of speed governor shall not be disconnected; (2) Functional test requirements: (i) 80 km/hr for every transport motor vehicle of category M and N manufactured on or after 01st Oct, 2015;

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						(ii) For transport vehicles manufactured on or after 01st October, 2015 that are dumpers, tankers, school buses, those carrying hazardous goods or any other category of vehicles, as may be specified by the Central Government by notification, the maximum speed limit is 60 km/hr or any other speed as specified by the State Government.
(28)	Spray Suppression Devices	No	Yes	Visual	AIS-013 (Rev. 1)	Visual inspection parameters: Ensure presence of securely fitted spray suppression devices.
(29)	Tyres	No	Yes	Visual	rule 94 and 95	Visual inspection parameters: (i) Tyres shall not have any serious damage (patched or repaired by an outside gaiter patch other than a vulcanized repair) or cut; (ii) The Non-Skid Depth (NSD), shall not be less than 0.8 mm in the case of three wheelers, quadricycle, E-rickshaw and E-Cart and1.6 mm in the case of other motor vehicles, below the Tread Wear Indicator (TWI) embedded in tyres at the time of manufacture;

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						(iii) Tyres shall be properly inflated; (iv) Tyres shall not show signs of incipient failure by local deformation or swelling; (v) Tyre casing fabric shall not be exposed due to wear of the tread or by any unvulcanised cut or abrasion in any of its parts; (vi) Temporary spare wheel or tyre puncture repair kit shall be available.
(30)	Retro-Reflector and reflective tapes	No	Yes	Visual	rule: 104, AIS-090 and AIS-037, AIS-057 and AIS-057 (Rev. 1)	Visual inspection parameters: (A) Reflectors (i) Ensure presence of clean reflectors; (ii) Secured fitment of reflectors; (iii) Reflectors shall not be in damaged condition; (iv) Ensure that colour of reflectors shall be as per rule 104, i.e., red colour to the rear or white to the front. (B) Reflective Tapes (i) Ensure presence of clean reflective tapes; (ii) Securely pasted to vehicle body; (iii) Ensure that size, colour and location of reflective tapes shall be as per rule 104;

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						(iv) Reflective tapes shall not be damaged; (v) The marks shall be visible, clearly legible on the outside of the marking material and shall be indelible.
Additional tests to be conducted on Electric Vehicles (EV) & hybrid-electric power train vehicles						
(31)	Protection against electric shock. (For electric & hybrid electric power train vehicles only) if system voltage is >60 VDC or 30 VAC)	No	No	Visual and Functional	AIS-038 (Rev. 1) and (Rev. 2) as amended from time to time	(1) Visual inspection parameters: (i) Ensure access probe shall not touch live parts; (ii) In the case of the test for IPXXB in the areas other than passenger compartment or luggage compartment, the jointed test finger may penetrate to its 80 mm length, but the stop face (diameter 50 mm x 20 mm) shall not pass through the opening; (iii) In case of the tests for IPXXD inside the passenger compartment or luggage compartment, the access probe may penetrate to its full length, but the stop face shall not fully penetrate through the opening. (2) Functional test requirements:

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
						(i) When the requirements of IPXXB and IPXXD are verified by a signal circuit between the probe and live parts, ensure that the lamp shall not light
(32)	Insulation Resistance Measurement Test (For Electric vehicles & hybrid electric power train vehicles only) If system voltage is >60 V DC or 30 V AC	No	No	Functional	AIS-038 (Rev. 1) and (Rev. 2) as amended from time to time	Functional test requirements: (i) Insulation resistance measured should be greater than 50052/V. (ii) The measurement of test parameters may be automated while test set-up is manual
(33)	State of Charge (SOC) Indicator on Dashboard (For Electric vehicles only)	No	Yes	Visual	AIS-038 (Rev. 1)	Visual inspection parameters: (i) Manufacturer supplied SOC indicator shall be in working condition to see charging status of Battery.

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Tests to be conducted on Two Wheelers						
(34)	Headlight	Yes	Yes	Functional and Visual	AIS-009 (Rev.1): 2011, Clause No. 6.2.5.2	The vertical inclination of the passing beam headlamp shall remain between -0.5% and - 2.5%, except in the case where an external adjusting device is present
(35)	**Emission**					
	(a) Exhaust gas emission - CO%	Yes	No	Functional	Rule 115 (2) (i) - TABLE	
	(b) Exhaust gas emission - HC (ppm)	Yes	No	Functional		
	(c) Exhaust gas emission (High idle emission) - CO%	Yes	No	Functional	Rule 115(2) (i) - TABLE A	Applicable for petrol driven 2-Wheeler vehicles manufactured as per BS VI norms
	(d) Exhaust gas emission (High idle emission) - Lambda %	Yes	No	Functional		Applicable for petrol/CNG/LPG driven 2-Wheeler vehicles manufactured as per BS VI norms

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
(36)	Braking System	Yes	Yes	Functional		
Additional tests to be conducted on Two-Wheeler Electric Vehicles						
(37)	Protection against electric shock (For electric vehicles only) If system voltage is > 60V DC or 30 V AC	No	No	Visual and Functional	AIS-038 (Rev.1) and (Rev. 2) as amended from time to time	(1) Visual inspection parameters: (i) Ensure access probe shall not touch live parts; (ii) In the case of the test for IPXXB in the areas other than passenger compartment or luggage compartment, the jointed test finger may penetrate to its 80 mm length, but the stop face (diameter 50 mm x 20 mm) shall not pass through the opening; (iii) In case of the tests for IPXXD inside the passenger compartment or luggage compartment, the access probe may penetrate to its full length, but the stop face shall not fully penetrate through the opening. (2) Functional test requirements: (i) When the requirements of IPXXB and IPXXD are verified by a signal circuit between the probe and live parts, ensure that the lamp shall not light

Sl. No.	Item	Automated Test (Yes/No)	Check Fitment (Yes/No)	Visual Check/ Functional Test	Reference Rules/ Standards for more details	Notes for information
(1)	(2)	(3)	(4)	(5)	(6)	(7)
(38)	Insulation Resistance Measurement Test (For Electric vehicles only) If system voltage is >60V DC or 30V AC	No	No	Functional	AIS-038 (Rev.1) and (Rev. 2) as amended from time to time	Functional test requirements: (i) Insulation resistance measured should be greater than 500Ω/V. (ii) The measurement of test parameters may be automated while test set-up is manual
Additional tests to be conducted on Vehicles other than Two Wheeler and Three Wheeler						
(39)	Malfunction Indicator Lamp - MIL (part of OBD Scan Tool)	No	No	Visual	As per CMVR 1989	If MIL is "On", it indicates the emission circuit discontinuity.

Notes:

1. The vehicle that fails any of the above tests, except serial numbers 14, 15, 16, 17(a) and 39 (which are only for information purpose, informing about the health of the vehicle to the owner), shall be declared Unfit. The registered owner or authorised signatory of the vehicle shall have an opportunity to apply for a re-test within thirty days of such result, after getting the defect specified in the test report of initial inspection, rectified. Such vehicle shall be re-tested only for the test(s) which it failed during initial inspection.
2. During the initial inspection, if the vehicle fails any of the tests as specified in serial number (1), (11), (12(a)), (13), 17(b), (31), (32), (34), (35), (37) and (38) and is not re-tested within thirty days of such result, such vehicle shall be declared as End-of-Life Vehicle (ELV).
3. During re-test, if the vehicle passes all the tests failed in initial test, it will be declared Fit. However, as a result of the re-test, if the vehicle fails any of the tests as specified in serial number (1), (11), 12(a), (13), 17(b), (31), (32), (34), (35), (37) and (38), as the case may be, according to the type of the vehicle, such vehicle shall be declared as End-of-Life Vehicle (ELV). In case, during the re-test, a vehicle fails any test, except the tests specified in serial numbers 14, 15, 16, 17(a) and 39 of Table-D, such vehicle shall be declared as Unfit.
4. In case the retest (partial or complete test) is ordered by the Appellate Authority and,-
   i) if the vehicle fails any of the test(s) as specified in serial numbers (1), (11), (12(a)), (13), (17(b)), (31), (32), (34), (35), (37) and (38), such vehicle shall be declared as End-of-Life Vehicle (ELV).
   ii) If the vehicle fails any of the test(s) other than those listed in (i) above and except serial numbers (14), (15), (16), (17(a)) and (39) (which are only for information purpose), such vehicle shall be declared as Unfit.
   iii) If the vehicle passes all the tests (except serial numbers (14), (15), (16), (17(a) and (39), which are only for information purpose), such vehicle shall be declared as Fit.
5. Reference and Standards quoted under column (6) against each item are indicative that the provisions exist under the Central Motor Vehicles Rules, 1989 and concerned Automotive Industry Standards /Indian Standards, except serial numbers (14), (15), (16), (17(a)) and (39), which are to inform the registered owner or authorised representative about the health

of the vehicle. These are valid as on date and shall be applicable as amended from time to time.

Explanation: For the removal of doubt, it is hereby clarified that the items viz., FASTag, Vehicle Location Tracking Device, High Security Registration Plate, Safety Belt (Seatbelt), Battery, etc., which cannot be tested through the automated testing equipment as per column (3), shall be tested in accordance with the applicable provisions of these rules.

6. Visual checks (Interior and exterior vehicle checks) to be carried out before moving the vehicle to the test lane.
7. All stations shall have the capability of accepting login and password, reading Radio Frequency Identification, smartcard or any equivalent device and the tests shall be operated remotely so as to minimise any manual intervention.
8. All Visual checks conducted on a vehicle in an Automated Testing Station shall be photographed using a mobile device and the record of the same shall be preserved for at least six months for audit and assessment purposes.

PART 3 : MANPOWER REQUIREMENT

For effective operations and to maintain for operation of the Automated testing facility, the concessionaire shall adhere to the conditions of minimum requirement of manpower as per the following table as mentioned in rule 179 of CMVR 1989, namely :-

Sl. No.	Designation	Minimum manpower requirement	Minimum Qualification
1.	Centre Head/Manager	1	Graduate in Automobile or Mechanical or Electrical or Electronic Engineering with at least ten years of professional experience which includes at least five years of experience in vehicle inspection, manufacturing or repair and shall have thorough knowledge of the Act and the rules made thereunder, especially the chapters relating to registration of motor vehicles and construction, equipment and maintenance of motor vehicles.
2.	Information technology in charge/ System Analyst	1 (up to 2 Lanes) 2 (up to 4 lanes)	Master of Computer Application or Bachelor of Engineering or Bachelor of Technology in Computer Science or Information technology or Electronics and Communication Engineering with at least three years of experience in Hardware, software and Networking from any recognised organisation or institutions.
3.	Data Entry Operator	2	Any Graduation Degree or Diploma in Computer Application with basic computer knowledge.
4.	Driver (Light Motor Vehicle/ Heavy Motor Vehicle)	2 per lane per shift	Driving license with minimum five years of driving experience (Light Motor Vehicle or Heavy Motor Vehicle).
5.	Lane in charge/ Supervisor	1 per lane per shift	Industrial Training Institute Diploma in Motor Mechanics or Diploma in Mechanical or automobile or electrical stream with minimum three years of experience in automobile repair and Maintenance from any recognised organisation or institutions.
6.	Lane Operator	2 per lane per shift	Industrial Training Institute Diploma in Motor Mechanics or Electrical or

Sl. No.	Designation	Minimum manpower requirement	Minimum Qualification
			Computer stream with minimum two years of experience in automobile repair and maintenance from any recognised organisation or institutions.
7.	Maintenance Technician	1 per lane per shift	Industrial Training Institute Diploma in Air Conditioning and Refrigeration or Industrial Training Institute Electrician or Diploma in Mechanical or Electrical, with minimum two years of experience in electrical Maintenance from any recognised organisation or institutions.

Note : The ATS facility shall be operated for a minimum of 8 hours per day and a maximum of 16 hours per day.

PART 4 : OVERALL MAINTENANCE AND HOUSEKEEPING

The concessionaire shall maintain and operate the common areas and open spaces of the Project Facility in a clean and hygienic manner. Additionally, to adhere to the following conditions, the concessionaire shall:

1. Perform routine cleaning of the internal and external areas including the lanes, waiting areas, tracks, roads and other pavements to meet the required service standard.
2. Ensure cleanliness of all common spaces and space inside the Automated Testing Station at periodic intervals.
3. All toilets should be kept fully stocked with supplies and should be made available at all times.
4. All toilets must be kept clean and hygienic at all times.
5. The parking area must be marked properly and must be kept clean at all times.
6. Renew all licenses and Applicable Permits required under Applicable Law for Operation and Maintenance of Site which would include Fire License, CEIG approvals along with 3rd party insurance and any other applicable licenses.
7. The Concessionaire shall place dustbins with colour codes and shall segregate and dispose at the specific location in Site as instructed by the Authority. Necessary safe and environmentally friendly disposal / reuse of waste generated shall be ensured to the extent possible. Further, it shall coordinate with waste hauling services contractor on schedule of hauling of wastes from the Site to the designated disposal site.
8. RO Purified drinking water shall be provided at all operational hours by the concessionaire.
9. In addition, the Concessionaire shall duly observe and adhere to the following Service Level Requirements:

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
	Routine housekeeping and cleaning of the common spaces of the Site including waiting area, Drinking water	Once every 4 hours	4 Hours	1,000/ 4 Hours

Sl. No	Service Level Requirement	Min Requirement Period	Additional-Compliance Period	Penalty Rate (INR)
	area, Retail area, billing and other places of access for public			
1.	Cleaning of circulation area, platforms, roads, Parking area etc.,	Once / Day*	8 hours	1,000/ Day
	Cleaning of Toilets	Once every 2 hours	2 Hour	1,000/ Hours
	Cleaning of dustbins / waste bins and disposing the same up to the main container or garbage collection point.	Once every shift (or) as per requirement	3 Hours	1,000/ Shift
2.	Cleaning of all Admin spaces including, Manager room, IT – Server room, workers rest area, storage and spare room	Once every shift (or) as per requirement	3 Hours	1,000/ Shift
3.	Cleaning of test track, Machinery, etc.	Once / Day*	8 hours	1,000/ Day

Note : In case of non-adherence to standards, the Authority may provide with a written notice to the Concessionaire and the same shall be rectified within the additional compliance period with penalty. Non- Adherence to written notice of Authority beyond 24 hours or on a mutually accepted timeline shall be considered as Concessionaire event of default.

PART 5 : AUDIT AND ASSESSMENT

1. The performance and functioning of an automated testing station shall be monitored through periodic audits and Assessment, at such intervals as specified in sub rule 3 of rule 184 of CMVR 1989
2. The registering authority shall appoint National Accreditation Board for Testing and Calibration Laboratory accredited agency or any other agency notified by the Central Government for conducting such audits and assessments adhering to the conditions mentioned below.
3. The audit and assessment of an automated testing station shall be conducted every six months and the cost of such audit and assessment shall be borne by the operator of the automated testing station and the operator shall upload the audit and assessment report on the electronic portal specified by the Central Government within one month of the completion of the bi-annual financial year, that is, by 31st October and 30th April of that financial year.
4. The audit and assessment of Automated Testing Stations shall cover the following aspects, namely :-
    i) test equipment completeness;
    ii) equipment calibration at the required frequency at least once a year or as per manufacturer's recommendation, whichever is earlier;
    iii) testing procedures as specified under this chapter;
    iv) calibration process of machinery;
    v) manpower as per specified qualification under this chapter;
    vi) sample check of at least three vehicles from each lane;
    vii) data integrity; and
    viii) functioning of all the Closed-Circuit Televisions installed in the station.
5. The registering authority, under exceptional circumstances, which shall be adequately recorded, may also conduct surprise audits and assessments of an automated testing station and the cost of such audit and assessment shall be borne by the operator.
6. The officials of the automated testing station shall be responsible for enabling and cooperating with the inspection at any point of time during office hours.

7. The audit and assessment report, including surprise audit and assessment, as specified in Form 67, along with the photographic evidence, shall be uploaded on the electronic portal specified by the Central Government in this regard.
8. Discrepancy , if any in the Audit and Assesment process shall follow the conditions below.
    i) Where any discrepancy pointed out during the audit and assessment, the same shall be rectified by the operator within ten working days from the date of issuance of the audit and assessment report.
    ii) The rectification report shall be submitted to the audit and assessment agency for approval, and to the registering authority for information, within such period as may be directed by the registering authority, through the electronic portal specified by the Central Government.
    iii) The Audit and Assessment agency, if it so desires, may undertake re-audit and re-assessment for validation and approval.

SCHEDULE G: VEHICLE TESTING CHARGES AND ANCILLARY REVENUES

A. Vehicle Testing Charges

Certification Fee and Testing Fee shall be collected as per the details provided below and no additional charges shall be collected from vehicle owners for testing of vehicles.

Vehicle Testing Charges for ATS			
Vehicle Category	**Testing Fee (INR)**	**Certification Fee (INR)**	**Total (INR)**
Light Motor Vehicle	650	200	850
Heavy Motor Vehicle	1050	200	1250

Note:

1. The Certification Fee mentioned above, along with applicable GST thereon, shall be credited directly to the Authority's account through the Parivahan portal and shall neither be deposited into the Escrow Account nor be treated as part of the Gross Revenue.
2. The fee mentioned above are exclusive of Goods and Services Tax (GST) and any other applicable taxes, which shall be payable as per Applicable Law.
3. .
4. The fee mentioned above are applicable for vehicles less than 15 years old. For vehicles more than 15 years old, the applicable fees shall be determined in accordance with Rule 81 of CMVR, 1989.

B. Other developments

The Concessionaire shall be free to determine, revise and charge other income from time to time as per the prevailing market rate with respect to:

(i) Retail Area / Shops – a maximum of 500 square feet of Built-up Area shall be developed and utilized as Retail store / cafeteria.

(ii) Sub-license Fees: Fees and charges payable by any sub-licensee of the cafeteria or retail kiosks/shops, under sub-license agreements approved by the Authority.

(iii) Advertisements (preferably digital). – Display of advertisements, preferably digital, shall be permitted within the Project Facility up to an aggregate area not exceeding 500 square feet, subject to the condition that the same shall not impede public access or user movement within the facility.

(iv)

Note:

- The basic facilities and amenities including Drinking Water, Public Convenience Facility, Waiting Area shall be provided in a clean and hygienic manner at free of cost.
- The goods sold in the retail facility shall not be more than the MRP price, wherever specified.

SCHEDULE H: HANDOVER PROCESS

The Concessionaire at the end of the Concession Period shall handover the ATS facility back to the Authority in operational condition other than acceptable wear and tear in accordance with applicable local laws and regulations. Additionally, the following conditions are to be met during the handover process.

1. The Concessionaire shall be responsible for all defects and deficiencies in the Project for a period of 6 (six) months after Termination, as mentioned in the Article 22.6 of the Concession Agreement.
2. The AMC and other operational contracts shall be in place for 6 months after the end of the Concession Period.
3. All visual checks conducted over the period of six months prior to the date of handover as mandated by CMVR 1989, shall be submitted to the authority at the time of handing over.
4. All its rights and interests in the Project shall pass to and vest in the Authority on the date of Handover / Termination free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Authority, and that none of the Project Assets including materials, supplies or equipment forming a part thereof shall be acquired by it, subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement. All assets including materials, supplies or equipment forming a part thereof shall be handed over to the Authority in good working condition subject to normal wear and tear along with warranties/ guarantees and necessary operational licenses after snagging, de-snagging and testing of the Project on the Date of Handover. Any investment or assets, such as solar panels that were created during the Concession Period shall be deemed to be the property of the Authority. The liability of any asset is not transferable to the Authority. The Concessionaire shall maintain an asset register, which shall be checked and validated on a regular basis by the Authority;
5. Deliver and handover relevant records, reports, Intellectual Property, User ID/ Passwords for accessing the software database for lane management, and other licenses pertaining to the Project and its O&M, including all programmes and manuals as on the

date of Handover. For the avoidance of doubt, the Concessionaire represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for the O&M of the Project and shall be assigned to the Authority free of any Encumbrance;

6. Handover and/or deliver all licenses that should be effective and valid /AMC contracts/Applicable Permits to the extent permissible under Applicable Laws along with all guarantees/warranties;
7. The Performance Security shall remain in force and effect throughout the period of Concession Agreement and shall be released 6 (Six) months after the expiry of Concession Period
8. The Escrow Account shall be closed only after 180 (One Hundred and Eighty) days from the Termination/ Handing over and/or expiry of this Agreement.
9. Any remaining funds after 6 months from the Termination of this Agreement shall be handed over to the Concessionaire, provided that all operational and maintenance expenses, including but not limited to vendor payments, incurred during the Concession Period have been paid.
10. All its rights and interests in the Project shall pass to and vest in the Authority on the Transfer Date / Termination, free and clear of all liens, claims and Encumbrances, without any further act or deed on its part or that of the Authority, and that none of the Project Assets shall be acquired by it, subject to any agreement under which a security interest or other lien or Encumbrance is retained by any person, save and except as expressly provided in this Agreement
11. Audit and assessment of machinery shall be conducted in strict compliance with Rule 184 of the Central Motor Vehicle Rules, 1989, and must be completed prior to the formal handover of the equipment.
12. Joint inspection of project assets shall be conducted in accordance with the requirements set forth in Annexure B, Clause 2(c)(5)(b), as incorporated in the Concession Agreement by reference.

SCHEDULE I: ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the …… day of ……20...

AMONGST

1. [●],[17] _____[18] incorporated/registered under the provisions of the _____[19] and having its registered office at ……..……. (hereinafter referred to as the **"Concessionaire"** which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes);
2. ……. (insert name and particular of Lenders' Representative) and having its registered office at …… acting for and on behalf of the Senior Lenders as their duly authorised agent with regard to matters arising out of or in relation to this Agreement (hereinafter referred to as the **"Lenders' Representative"**, which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes);
3. ……. (insert name and particulars of the Escrow Bank) and having its registered office at (hereinafter referred to as the **"Escrow Bank"** which expression shall, unless' repugnant to the context or meaning thereof, include its successors and substitutes); and
4. Commissionerate of Transport and Road Safety, Government of Tamil Nadu, represented by …… (name of the officer) and having its principal offices at …… (hereinafter referred to as the **"Authority"** which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns).

WHEREAS

(A) The Authority has entered into a Concession Agreement dated …….. with the Concessionaire (the **"Concession Agreement"**) for Establishment and Operation of Automated Testing Stations at five locations in the State of Tamil Nadu through Public Private Participation on Design, Build, Finance, Operate and Transfer (DBFOT) basis (the **"Project"**), and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B) Senior Lenders have agreed to finance the Project in accordance with the terms and conditions set forth in the Financing Agreements.

(C) The Concession Agreement requires the Concessionaire to establish an Escrow Account, inter alia, on the terms and conditions stated therein.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1 DEFINITIONS AND INTERPRETATION

[17] Details of Selected Bidder to be added at the time of execution of Escrow Agreement.
[18] Details of relevant statute as per nature of the entity to be added.
[19] Details of relevant statute as per nature of the entity to be added.

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Agreement" means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"Concession Agreement" means the Concession Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto in accordance with the provisions contained in this behalf therein;

"Cure Period" means the period specified in this Agreement for curing any breach or default of any provision of this Agreement by the Concessionaire, and shall commence from the date on which a notice is delivered by the Authority or the Lenders' Representative, as the case may be, to the Concessionaire asking the latter to cure the breach or default specified in such notice;

"Escrow Account" means an escrow account established in terms of and under this Agreement, and shall include the Sub-Accounts;

"Escrow Default" shall have the meaning ascribed thereto in Clause 6.1;

"Lenders' Representative" means the person referred to as the Lenders' Representative in the foregoing Recitals;

"Parties" means the parties to this Agreement collectively and "Party" shall mean any of the Parties to this Agreement individually;

"Payment Date" means, in relation to any payment specified in Clause 4.1, the date(s) specified for such payment; and

"Sub-Accounts" means the respective sub-accounts of the Escrow Account, into which the monies specified in Clause 4.1 would be credited every month and paid out, if due, and if not due in a month then appropriated proportionately in such month and retained in the respective sub-accounts and paid out therefrom on the Payment Date(s).

1.2 Interpretation

1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaning thereof, mean references to the Lenders' Representative, acting for and on behalf of Senior Lenders.

1.2.2 The words and expressions beginning with capital letters and defined in this Agreement shall have the meaning ascribed thereto herein, and the words and expressions used in this Agreement and not defined herein but defined in the Concession Agreement shall, unless repugnant to the context, have the meaning

ascribed thereto in the Concession Agreement.

1.2.3 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.4 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Concession Agreement shall apply, *mutatis mutandis,* to this Agreement.

2 ESCROW ACCOUNT

2.1 Escrow Bank to act as trustee

2.1.1 The Concessionaire hereby appoints the Escrow Bank to act as trustee for the Authority, the Lenders' Representative and the Concessionaire in connection herewith and authorises the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated to the Escrow Bank by the terms hereof together with all such rights, powers, authorities and discretion as are reasonably incidental hereto, and the Escrow Bank accepts such appointment pursuant to the terms hereof.

2.1.2 The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority, the Lenders' Representative and the Concessionaire, and applied in accordance with the terms of this Agreement. No person other than the Authority, the Lenders' Representative and the Concessionaire shall have any rights hereunder as the beneficiaries of, or as third-party beneficiaries under this Agreement.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts to be delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall treat the amount in the Escrow Account as monies deposited by the Concessionaire, Senior Lenders or the Authority with the Escrow Bank. In performing its functions and duties under this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, the Authority, the Lenders' Representative and the Concessionaire or their nominees, successors or assigns, in accordance with the provisions of this Agreement.

2.3 Establishment and operation of Escrow Account

2.3.1 Within 30 (thirty) days from the date of this Agreement, and in any case prior to the Appointed Date, the Concessionaire shall open and establish the Escrow Account with the ……. (name of Branch) Branch of the Escrow Bank. The Escrow Account shall be denominated in Indian Rupees.

2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement and its usual practices and applicable regulations, and pay the maximum rate of interest payable to similar customers on the balance in the said account from time to time.

2.3.3 The Escrow Bank and the Concessionaire shall, after consultation with the Lenders'

Representative, agree on the detailed mandates, terms and conditions, and operating procedures for the Escrow Account, but in the event of any conflict or inconsistency between this Agreement and such mandates, terms and conditions, or procedures, this Agreement shall prevail.

2.4 Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount, and at such times, as may be agreed between the Escrow Bank and the Concessionaire. For the avoidance of doubt, such fee and expenses shall form part of the O&M Expenses and shall be appropriated from the Escrow Account in accordance with Clause 4.1.

2.5 Rights of the Parties

Save and except as otherwise provided in the Concession Agreement, the rights of the Authority, the Lenders' Representative and the Concessionaire in the monies held in the Escrow Account are set forth in their entirety in this Agreement and the Authority, the Lenders' Representative and the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

3 DEPOSITS INTO ESCROW ACCOUNT

3.1 Deposits by the Concessionaire

3.1.1 The Concessionaire agrees and undertakes that it shall deposit into and/or credit the Escrow Account with:

(a) all monies received in relation to the Project from any source;
(b) all funds received by the Concessionaire from its shareholders or partners, as the case may be, in any manner to finance the Project;
(c) all funds from its lenders, if any;
(d) all Testing Fee, Ancillary Revenues, payments, revenues including proceeds of any refunds, donations, grants, gifts including tax refunds of any nature, rentals, deposits (including security deposits), advances from sub-licensees, capital receipts or insurance claims any advances, deposits, maintenance charges, etc. collected from the Users, sub-licensees, etc. in relation to usage of the Project Facility.

3.1.2 The Concessionaire may at any time make deposits of its other funds into the Escrow Account, provided that the provisions of this Agreement shall apply to such deposits.

3.2 Deposits by the Authority

The Authority agrees and undertakes that, as and when due and payable, it shall deposit into and/or credit the Escrow Account with:

(a) Any monies disbursed by the Authority to the Concessionaire, if any after deduction of any outstanding payments;
(b) Termination Payment;
(c) All Testing Fee and Ancillary Revenues collected by the Authority in exercise of its rights under the Concession Agreement, if any.

Provided that, notwithstanding the provisions of Clause 4.1.1, the Authority shall be entitled to appropriate from the aforesaid amounts, any amount due and payable to it by the Concessionaire, and the balance remaining shall be deposited into the Escrow Account.

3.3 Deposits by Senior Lenders

The Lenders' Representative agrees, confirms and undertakes that the Senior Lenders shall deposit into and/or credit the Escrow Account with all disbursements made by them in relation to or in respect of the Project; provided that notwithstanding anything to the contrary contained in this Agreement, the Senior Lenders shall be entitled to make direct payments to the Construction Works Contractor under and in accordance with the express provisions contained in this behalf in the Financing Agreements.

3.4 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the Escrow Account shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitled to appropriate therefrom the fee and expenses due to it from the Concessionaire in relation to the Escrow Account and credit the balance remaining to the Escrow Account.

4 WITHDRAWALS FROM ESCROW ACCOUNT

4.1 Withdrawals during Concession Period

4.1.1 At the beginning of every month, or at such shorter intervals as the Lenders' Representative and the Concessionaire may by written instructions determine, the Escrow Bank shall withdraw amounts from the Escrow Account and appropriate them in the following order by depositing such amounts in the relevant Sub-Accounts for making due payments, and if such payments are not due in any month, then retain such monies in such Sub-Accounts and payout therefrom on the Payment Date(s):

a) all taxes due and statutory payments due and payable by the Concessionaire for and in respect of the Project;
b) all payments relating to Construction Works of the Project subject to and in accordance with the conditions, if any, set forth in the Financing Agreements;
c) Gross Revenue Share and Concession Fee due and payable to the Authority;
d) towards Debt Service as per Financing Agreements due in an Accounting Year;
e) all payments, penalties and Damages certified by the Authority as due and payable to it by the Concessionaire;
f) O&M Expenses and other costs and expenses incurred by the Authority in accordance with the provisions of this Agreement, and certified by the Authority as due and payable to it;
g) O&M Expenses;

h) any reserve requirements set forth in the Financing Agreements; and

i) balance, if any, in accordance with the instructions of the Concessionaire.

4.1.2 No later than 60 (sixty) days prior-to the commencement of each Accounting Year, the

Concessionaire shall provide to the Escrow Bank, with prior written approval of the Lenders' Representative, details of the amounts likely to be required for each of the payment obligations set forth in this Clause 4.1; provided that such amounts may be subsequently modified, with prior written approval of the Lenders' Representative, if fresh information received during the course of the year makes such modification necessary.

4.2 Withdrawals upon Termination

Upon Termination of the Concession Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

a) all taxes and statutory payments due and payable by the Concessionaire for and in respect of the Project;

b) outstanding Gross Revenue Share and Concession Fee;

c) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire;

d) payments relating to the liability for defects and deficiencies set forth in this Agreement;

e) incurred or accrued O&M Expenses;

f) any other payments required to be made under this Agreement; and

g) balance, if any, in accordance with the instructions of the Concessionaire.

Provided that the disbursements specified in Sub-clause (h) of this Clause 4.2 shall be undertaken only upon the expiry of defects liability period of 6(six) months as stipulated under Clause 22.6 of the Concession Agreement.

4.3 Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all the requirements, the Escrow Bank shall apply such funds in the serial order of priority until exhaustion thereof.

4.4 Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except life and injury shall be deposited into and/or credited to the Escrow Account and utilised for any necessary repair, reconstruction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.

4.5 Withdrawals during Suspension

Notwithstanding anything to the contrary contained in this Agreement, the Authority

may exercise all or any of the rights of the Concessionaire during the period of Suspension under Article 20 of the Concession Agreement. Any instructions given by the Authority to the Escrow Bank during such period shall be complied with as if such instructions were given by the Concessionaire under this Agreement and all actions of the Authority hereunder shall be deemed to have been taken for and on behalf of the Concessionaire.

5 OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank under this Agreement shall until used or applied in accordance with this Agreement, be held by the Escrow Bank in trust for the purposes for which they were received, and shall be segregated from other funds and property of the Escrow Bank.

5.2 Notification of balances

7 (seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shall be entitled to rely on an affirmation by the Concessionaire and/or the Lenders' Representative as to the relevant Payment Dates), the Escrow Bank shall notify the Lenders' Representative of the balances in the Escrow Account and Sub-Accounts as at the close of business on the immediately preceding business day.

5.3 Communications and notices

In discharge of its duties and obligations hereunder, the Escrow Bank:

(a) may, in the absence of bad faith or gross negligence on its part, rely as to any matters of fact which might reasonably be expected to be within the knowledge of the Concessionaire upon a certificate signed by or on behalf of the Concessionaire;

(b) may, in the absence of bad faith or gross negligence on its part, rely upon the authenticity of any communication or document believed by it to be authentic;

(c) shall, within 5 (five) business days after receipt, deliver a copy to the Lenders' Representative of any notice or document received by it in its capacity as the Escrow Bank from the Concessionaire or any other person hereunder or in connection herewith; and

(d) shall, within 5 (five) business days after receipt, deliver a copy to the Concessionaire of any notice or document received by it from the Lenders' Representative in connection herewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other right or remedy with respect to amounts standing to the credit of the Escrow Account. For the avoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the monies and properties held by the Escrow Bank in the Escrow Account shall not be considered as part of the assets of the Escrow Bank and being trust property, shall in the case of bankruptcy or liquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in such bankruptcy or liquidation.

5.5 Regulatory approvals

The Escrow Bank shall use its best efforts to procure, and thereafter maintain and comply with, all regulatory approvals required for it to establish and operate the Escrow Account. The Escrow Bank represents and warrants that it is not aware of any reason why such regulatory approvals will not ordinarily be granted to the Escrow Bank.

6 ESCROW DEFAULT

6.1 Escrow Default

6.1.1 Following events shall constitute an event of default by the Concessionaire (an **"Escrow Default"**) unless such event of default has occurred as a result of Force Majeure or any act or omission of the Authority or the Lenders' Representative:

(a) the Concessionaire commits breach of this Agreement by failing to deposit any receipts into the Escrow Account as provided herein and fails to cure such breach by depositing the same into the Escrow Account within a Cure Period of 5 (five) business days; or

(b) the Concessionaire causes the Escrow Bank to transfer funds to any account of the Concessionaire in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Escrow Account or any Sub-Account in which such transfer should have been made, within a Cure Period of 5 (five) business days; or

(a) the Concessionaire commits or causes any other breach of the provisions of this Agreement and fails to cure the same within a Cure Period of 5 (five) business days.

6.1.2 Upon occurrence of an Escrow Default, the consequences thereof shall be dealt with under and in accordance with the provisions of the Concession Agreement.

7 TERMINATION OF ESCROW AGREEMENT

7.1 Duration of the Escrow Agreement

This Agreement shall remain in full force and effect so long as any sum remains to be advanced or is outstanding from the Concessionaire in respect of the debt, guarantee or financial assistance received by it from the Senior Lenders, or any of its obligations to the Authority remain to be discharged, unless terminated earlier by consent of all the Parties or otherwise in accordance with the provisions of this Agreement.

7.2 Substitution of Escrow Bank

7.2.1 The Concessionaire may, by not less than 45 (forty-five) days prior notice to the Escrow Bank, the Authority and the Lenders' Representative, terminate this Agreement and appoint a new Escrow Bank, provided that the new Escrow Bank is acceptable to the Lenders' Representative and arrangements are made satisfactory to

the Lenders' Representative for transfer of amounts deposited in the Escrow Account to a new Escrow Account established with the successor Escrow Bank.

7.2.2 The termination of this Agreement shall take effect only upon coming into force of an Escrow Agreement with the substitute Escrow Bank.

7.3 Closure of Escrow Account

The Escrow Bank shall, at the request of the Concessionaire and the Lenders' Representative made on or after the payment by the Concessionaire of all outstanding amounts under the Concession Agreement and the Financing Agreements including the payments specified in Clause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account and Sub- Accounts and pay any amount standing to the credit thereof to the Concessionaire. Upon closure of the Escrow Account hereunder, the Escrow Agreement shall deem to be terminated.

8 SUPPLEMENTARY ESCROW AGREEMENT

8.1 Supplementary Escrow Agreement

The Lenders' Representative and the Concessionaire shall be entitled to enter into a supplementary escrow agreement with the Escrow Bank providing, *inter alia,* for detailed procedures and documentation for withdrawals from Sub- Accounts pursuant to Clause 4.1.1 and for matters not covered under this Agreement such as the rights and obligations of Senior Lenders, investment of surplus funds, restrictions on withdrawals by the Concessionaire in the event of breach of this Agreement or upon occurrence of an Escrow Default, procedures relating to operation of the Escrow Account and withdrawal therefrom, reporting requirements and any matters incidental thereto; provided that such supplementary escrow agreement shall not contain any provision which is inconsistent with this Agreement and in the event of any conflict or inconsistency between provisions of this Agreement and such supplementary escrow agreement, the provisions of this Agreement shall prevail.

9 INDEMNITY

9.1 General indemnity

9.1.1 The Concessionaire will indemnify, defend and hold the Authority, Escrow Bank and the Senior Lenders, acting through the Lenders' Representative, harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of any breach by the Concessionaire of any of its obligations under this Agreement or on account of failure of the Concessionaire to comply with Applicable Laws and Applicable Permits.

9.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Authority to fulfill any of its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement or this Agreement other than any loss, damage, cost and expense arising out of acts done in discharge of their lawful functions by the Authority, its officers, servants and agents.

9.1.3 The Escrow Bank will indemnify, defend and hold the Concessionaire harmless against any and all proceedings, actions and third party claims for any loss, damage, cost and expense arising out of failure of the Escrow Bank to fulfill its obligations under this Agreement materially and adversely affecting the performance of the Concessionaire's obligations under the Concession Agreement other than any loss, damage, cost and expense, arising out of acts done in discharge of their lawful functions by the Escrow Bank, its officers, servants and agents.

9.2 Notice and contest of claims

In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled to reimbursement (the **"Indemnified Party"**), it shall notify the other Party responsible for indemnifying such claim hereunder (the **"Indemnifying Party"**) within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

10 DISPUTE RESOLUTION

10.1 Dispute resolution

10.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement, which is not resolved amicably, shall be decided finally by reference to arbitration to a Board of Arbitrators comprising one nominee of each Party to the dispute, and where the number of such nominees is an even number, the nominees shall elect another person to such Board. Such arbitration shall be held in accordance with the Nani Palkhivala Arbitration Centre, Chennai (the **"Rules"**) or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996.

10.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The place of arbitration shall be Chennai, Tamil Nadu and the language of arbitration shall be English.

11 MISCELLANEOUS PROVISIONS

11.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India, and the courts in Chennai, Tamil Nadu shall have jurisdiction over all matters arising out of or relating to this Agreement.

11.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

(a) agrees that the execution, delivery and performance by it of this Agreement constitute commercial acts done and performed for commercial purpose;
(b) agrees that, should any proceedings be brought against it or its assets, property or revenues in any jurisdiction in relation to this Agreement or any transaction contemplated by this Agreement, no immunity (whether by reason of sovereignty or otherwise) from such proceedings shall be claimed by or on behalf of the Authority with respect to its assets;
(c) waives any right of immunity which it or its assets, property or revenues now has, may acquire in the future or which may be attributed to it in any jurisdiction; and
(d) consents generally in respect of the enforcement of any judgment or award against it in any such proceedings to the giving of any relief or the issue of any process in any jurisdiction in connection with such proceedings (including the making, enforcement or execution against it or in respect of any assets, property or revenues whatsoever irrespective of their use or intended use of any order or judgment that may be made or given in connection therewith).

11.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisions contained in the Concession Agreement shall prevail over this Agreement.

11.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual and binding only if in writing and signed by the duly authorised representatives of the Parties.

11.5 Waiver

11.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

(a) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
(b) shall not be effective unless it is in writing and executed by a duly authorised representative of the Party; and;
(c) shall not affect the validity or enforceability of this Agreement in any manner.

11.5.2 Neither the failure by any Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by any Party to another Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

11.6 No third- party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.

11.7 Survival

11.7.1 Termination of this Agreement:

(a) shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof; and

(b) except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, shall not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

11.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

11.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 10.1 of this Agreement or otherwise.

11.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

11.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing and shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile or e-mail. The address for service of each Party, its facsimile number and e-mail address are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile or e-mail shall promptly deliver a copy thereof personally, or send by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

11.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this Agreement shall be in English.

11.12 Authorised representatives

Each of the Parties shall, by notice in writing, designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

11.13 Original Document

This Agreement may be executed in four counterparts, each of which when executed and delivered shall constitute an original of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution no……passed by the Board of Directors/partners of the Concessionaire at its meeting held on the …… day of 20….. hereunto affixed in the presence of ..... , Director, who has signed these presents in token thereof and …….., Company Secretary/ Authorised Officer who has countersigned the same in token thereof[£]:

SIGNED, SEALED AND DELIVERED
For and on behalf of
SENIOR LENDERS by the Lenders' Representative:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

SIGNED, SEALED AND DELIVERED
For and on behalf of
ESCROW BANK *** by:

SIGNED, SEALED AND DELIVERED
For and on behalf of
THE AUTHORITY OF……. by:

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(e-mail address)

In the presence of:

1. 2.

£ To be affixed in accordance with the articles of association of the Concessionaire and the resolution passed by its Board of Directors.

SCHEDULE J: VESTING CERTIFICATE

1. The **Commissionerate of Transport and Road Safety, Government of Tamil Nadu** represented by _____ (the **"Authority"**) refers to the Concession Agreement dated …….. (the **"Agreement"**) entered into between the Authority and ……. (the **"Concessionaire"**) for **Establishment and Operation of Automated Testing Stations at five locations in the State of Tamil Nadu**(the "**Project**").

2. The Authority hereby acknowledges compliance and fulfilment by the Concessionaire of the Divestment Requirements set forth in Clause 22.1 of the Agreement on the basis that upon issue of this Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest of the Concessionaire in or about the Project Facility shall be deemed to have vested unto the Authority, free from any encumbrances, charges and liens whatsoever.

3. Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of this Vesting Certificate that nothing contained herein shall be construed or interpreted as waiving the obligation of the Concessionaire to rectify and remedy any defect or deficiency in any of the Divestment Requirements and/or relieving the Concessionaire in any manner of the same.

Signed this …….. day of ……., 20……. at ……...

AGREED, ACCEPTED AND SIGNED	SIGNED, SEALED AND DELIVERED
For and on behalf of CONCESSIONAIRE by:	For and on behalf of AUTHORITY by:
(Signature) (Name) (Designation) (Address)	(Signature) (Name) (Designation) (Address)

In the presence of:

1. 2.