CONCESSION AGREEMENT

BETWEEN

MADURAICITY MUNICIPAL CORPORATION
(THE AUTHORITY)

AND

_____

(THE CONCESSIONAIRE)

FOR

SETTING UP OF A 250 TPD MUNICIPAL SOLID WASTE BASED BIO-CNG PLANT AND UNDERTAKE OPERATION & MAINTENANCEFOR A PERIOD OF 20YEARS ON DESIGN, BUILD, FINANCE, OPERATEAND TRANSFER (DBFOT) MODEL UNDER PPP MODE

DATED _____

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CONCESSION AGREEMENT

THIS CONCESSION AGREEMENT is made at _____on this the _____ day of _____

BETWEEN:

1. **MaduraiCity Municipal Corporation,**represented by its Commissioner and having its principal office at Corporation of Madurai, Arignar Anna Maligai, Thallakulam, 625 002, Tamil Nadu, hereinafter referred to as **"the Authority"** (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of One Part;

AND

2. **_____ ,** a special purpose company incorporated under the Companies Act, 2013, with Corporate Identity Number (CIN) _____and having its registered office at ……, represented by its …….. authorized vide Board Resolution dated …… hereinafter referred to as the "**Concessionaire**" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Second Part;

AND

3. …….<name of Selected Bidder> having its registered office at ……. represented by its …….. authorized vide <Board Resolution/ Power of Attorney dated ……> hereinafter referred to as the "Selected Bidder" (which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Third Part;

or

{The consortium of (i) M/s ……[…] having its registered office at ……, and (ii) M/s …… […] having its registered office at ……, in their capacity as the confirming party to this Agreement dulyrepresented through M/s ……, the Lead Member of the consortium, through its Authorized signatory Mr./Ms. ……, authorized vide <Board Resolution/ Power of Attorney dated ……> hereinafter referred to as the "Selected Bidder" (which expression shall, unless the context otherwise requires, include its successors) of the Third Part}

The Authority, Concessionaire and Successful Bidder individually referred to as "Party" and jointly as "Parties"

WHEREAS:

A. The Authority is desirous of selecting a Concessionairefor setting up of 250 TPD Municipal Solid Waste Bio-CNG plant and undertake Operation &Maintenance for a period of 20years on Design, Build, Finance, Operate and Transfer (DBFOT) model under PPP mode;

B. The Authority vide RFPNo._____dated _____ invited bids from the interested parties for setting up of 250 TPD Municipal Solid Waste Bio-CNG plant and undertake Operation & Maintenance for a period of 20years on Design, Build, Finance, Operate and Transfer (DBFOT) model under PPP modereferred to in recital 'A' above;

C. In response to the invitation referred to in recital 'B' above, the Authority received the bid dated _____ submitted by the Applicant in accordance with the RFP conditions.

D. The Authority, after evaluating the Proposal received by it from the Applicant, accepted the Proposal referred to in recital "C" above submitted by the Applicant and communicated its acceptance to the Applicant vide Letter of Intent for Award of Concession dated _____;

E. The Concessionaire has incorporated a special purpose company in India, under the Companies Act, 2013 to implement the Project;

F. Following the issue of the Letter of Award for award of Concession, the Authority has agreed to enter into this Concession Agreement with the Concessionaire for establishing the Project on Design, Build, Finance, Operate &Transfer basison the terms, conditions and covenants hereinafter set forth in this Agreement.

NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1

DEFINITIONS AND INTERPRETATION

1.1. Definitions

In this Agreement, unless the context otherwise requires the following terms shall have the following meanings assigned/ascribed thereto: -

"**Acceptable Waste**" means source Segregated organic wet waste that can be degraded by microorganisms into simpler stable compounds for Bio-methanation; produced by households, commercial enterprises, agricultural establishments, healthcare units (non-bio-medical) including agriculture and dairy waste, food waste, animal byproducts with minimal impurities not exceeding 20%;

"**Acceptable Waste Delivery Schedule**" means the schedule according to which the Authority shall undertake the delivery of Acceptable Waste to the Concessionaire for handling and processing at the Waste to Bio-CNG Plant, and which shall be notified to the Concessionaire at least [3 (three)] months prior to the Scheduled COD;

"**Acceptable Waste Quantity**" means the total unloaded waste at the site less any unloaded prohibited waste quantity and any waste with impurities exceeding 20% (other than any waste with impurities exceeding 20% that the Concessionaire chooses to accept pursuant to Clause 17.5.(b));

"**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**" means the Equity funded in Indian Rupees and adjusted on the first day of the current month (the "Reference Date"), in the manner set forth below, to reflect the change in its value on account of depreciation and variations in WPI, and for any Reference Dateoccurring:

a. on or before COD, the Adjusted Equity shall be a sum equal to the Equity funded inIndian Rupees and expended on the Project, revised to the extent of one half of thevariation in WPI occurring between the first day of the month of Appointed Date andthe Reference Date;

b. From COD till the expiry of the Concession Period, an amount equal to the AdjustedEquity as on COD shall be deemed to be the base (the "Base Adjusted Equity") andthe Adjusted Equity hereunder shall be a sum equal to the Base Adjusted Equity,revised at the commencement of each year following COD to the extent of variationsin WPI occurring between COD and Reference Date;

   For the avoidance of doubt, the Adjusted Equity shall, in the event of Termination, becomputed as on the Reference Date immediately preceding the Transfer Date; providedthat no reduction in the Adjusted Equity 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 WPIshall continue to be made.

"**Affected Party**" shall have the meaning as set forth in Clause 27.1;

"**Affiliate" or "Associate"** means, with respect to any Party and/or with respect to the Applicant and/or with respect to any member of Consortium, any other Person directly or indirectly controlling, controlled by or under common control with such Party, Applicant and/or member of Consortium. For the purposes of this definition, the term "control" (including with correlative meaning, the terms "controlled by" and "under common control with") as applied to any Party or Applicant or a member of Consortium, means the possession, directly or indirectly, of the power to direct or cause the direction of the management of that Party or Applicant or a member of Consortium whether through ownership of 26 (twenty six) % or more of the voting securities, by contract, or otherwise;

"**Agreement**" or "**Concession Agreement**" means this Agreement, its Recitals, and theSchedules hereto and any amendments thereto made in accordance with the provisions containedin this Agreement;

"**Appendix**" shall have the meaning as set forth in Clause 10.4.(a);

"**Applicable Laws**" means all laws, brought into force and effect by GOI or the StateGovernment including rules, regulations and notifications made thereunder, and judgments,decrees, injunctions, writs and orders of any court of record, applicable to this Agreement and the exercise, performance and discharge of the respective rights and obligations of the Partieshereunder, as may be in force and effect during the subsistence of this Agreement;

"**Applicable Permits**" means all clearances, licenses, permits, authorizations, no objectioncertificates, consents, approvals, applicable Development Control

Regulations/ZoningRegulations and exemptions required to be obtained or maintained under Applicable Laws inconnection with the construction, operation and maintenance of the Project during the subsistenceof this Agreement and amendment or modification in to or any re- enactment thereof, as may come in force from time to time;

"**Applicant**" means M/s _____;

"**Application**" means the Proposal and the entire set of documents submitted by the Applicant in response to the RFP;

"**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. For the avoidance of doubt,every Condition Precedent shall have been satisfied or waived prior to the Appointed Date andin the event all Conditions Precedent are not satisfied or waived, as the case may be, theAppointed Date shall be deemed to occur only when each and every Condition Precedent is eithersatisfied or waived, as the case may be;

"**Arbitration Act"** means the Arbitration and Conciliation Act, 1996, as amended and shall include modifications to or any re- enactment thereof, as may come in force from time to time;

"**Assured Quantity**" means 250 TPD of Acceptable Waste with a variation of (+/-) 20%;

"**Authority**" shall have the meaning attributed thereto in the array of Parties as set forth in theRecitals;

"**Authority Default**" shall have the meaning as set forth in Clause 30.2.(a);

"**Authority Indemnified Persons**" shall have the meaning set forth in Clause 35.1.(a);

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

"**Bank Rate**" means the rate of interest specified by the Reserve Bank of India from time to timein pursuance of section 49 of the Reserve Bank of India Act, 1934 or any replacement of suchBank Rate for the time being in effect;

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

"**Biodegradable Waste**" means any organic material that can be degraded by micro-organisms into simpler stable compounds as defined in SWM rules 2016;

"**Bio-CNG Plant/CBG Plant/Processing Facility"** means the Waste to Bio-CNG/CBG Facility and Associated Infrastructure which needto be constructed, installed, commissioned, operated and maintained at thedesignated project site by concessionaire to process biodegradable waste forenabling their processing and disposal in accordance with terms and condition of thisagreement;

"**Bio-medical Waste**" shall have the meaning as defined under the Biomedical Wastes (Management and Handling) Rules, 1998 and as amended thereto;

"**COD**" or "**Commercial Operation Date**" shall have the meaning as set forth in Clause 15.1;

"**Change in Law**" shall have the meaning set out under Article 34.1 of this Agreement;

"**Change in Ownership**" means a transfer of the direct and/or indirect legal or beneficial ownership of any shares, or securities convertible into shares, that causes the aggregate holding of the {Selected Bidder/ Consortium Members}, together with {its} Associates, in the total Equity to decline below 51% (fifty one per cent) of subscribed and paid-up equity share capital of the Concessionaire until the Commercial Operations Date (COD) and below 26% (twenty six percent) of the subscribed and paid-up equity share capital of the Concessionaire thereof until the 3rd (third) anniversary after the COD;further for each Consortium Member whose Technical capacity and Financial capacity was evaluated for the purposes of qualification and award of project in response to the bidding documents, decline below 26% (twenty six percent) of the issued and paid-up equity share capital until the 3rd (third) anniversary after the COD;Provided that any material variation (as compared to the representations made by the Concessionaire during the bidding process for the purposes of meeting the minimum conditions of eligibility or for evaluation of its application or bid, as the case may be,) in the proportion of the equity holding of {the Selected Bidder / any Consortium Member} to the total Equity, if it occurs prior to completion of three years after Commercial Operation Date, shall constitute Change in Ownership;

"**Change of Scope**" shall have the meaning as set forth in Clause 16.1.(a);

"**Company**" means the company acting as the Concessionaire under this Agreement;

"**Completion Certificate**" shall have the meaning as set forth in Clause 14.2;

"**Composting**" means a controlled process involving microbial decomposition of organicmatter;

"**Compressed Biogas (CBG)/ Bio-CNG**" means compressed biogas that is purified [as per Bureau of Indian Standards IS16087:2016];

"**Concession**" shall have the meaning as set forth in Clause 3.1;

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

"**Concession Period**" means the period starting on and from Commercial Operation Date and ending on theTransfer Date;

"**Concessionaire Default**" shall have the meaning as set forth in Clause 30.1.(a);

"**Conditions Precedent**" shall have the meaning as set forth in Clause 4.1;

"**Construction Period**" means the period beginning from the Appointed Date and ending onCOD;

"**Construction Works**" means all works and things necessary to complete the Project inaccordance with this Agreement;

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

"**C&T Contractors**" means the contractors appointed by the Authority for collection and transportation of waste;

"**Cure Period**" means the period specified in this Agreement for curing any breach or default ofany 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 Partyasking 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 theprovisions 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 bythe Concessionaire that must be approved by the Authority or the Independent Engineerhereunder, the applicable Cure Period shall be extended by the period taken by the Authority orthe Independent Engineer to accord their approval;

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

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

b. all accrued interest, financing fees and charges payable under the Financing Agreementson, or in respect of, the debt referred to in Sub-clause (a) above until the Transfer Datebut excluding (i) any interest, fees or charges that had fallen due one year prior to theTransfer Date, (ii) any penal interest or charges payable under the Financing Agreementsto any Lender, and (iii) any pre-payment charges in relation to acceleratedrepayment of debt except where such charges have arisen due to Authority Default; and

c. any Subordinated Debt which is included in the Financial Package and disbursed bylenders for financing the Total Project Cost;

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

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

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

"**Delivery Point**" means the Disposal Location (as notified by the Authority), in accordance with this Agreement.

"**Development Period**" means the period from the date of this Agreement until the AppointedDate;

"**Dispute**" shall have the meaning as set forth in Clause 37.1.(a);

"**Dispute Resolution Procedure**" means the procedure for resolution of Disputes as set forth inArticle 37;

"**Divestment Requirements**" means the obligations of the Concessionaire for and in respect ofTermination as set forth in Clause 31.1;

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

"**Drawings**" means all of the drawings, calculations and documents pertaining to the Project asset forth in Schedule-E, and shall include 'as built' drawings of the Project;

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

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

"**Emergency**" means a condition or situation that is likely to endanger the security of theindividuals on or about the Project, including Users thereof, or which poses an immediate threatof 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 havingthe effect of security or other such obligations, and shall include any designation of loss payeesor beneficiaries or any similar arrangement under any insurance policy pertaining to the Project,where applicable herein but excluding utilities referred to in Clause 11.1;

"**Equity**" means the sum expressed in Indian Rupees representing the paid up equity share capitalof the Concessionaire for meeting the equity component of the Total Project Cost, and for thepurposes of this Agreement shall include convertible instruments or other similar forms ofcapital, which shall compulsorily convert into equity share capital of the Company, and anyinterest-free funds advanced by any shareholder of the Company for meeting such equitycomponent;

"**Escrow Account**" means an Account which the Concessionaire shall open and maintain with aBank in which all inflows and outflows of cash on account of capital and revenue receipts andexpenditures shall be credited and debited, as the case may be, in accordance with the provisionsof this Agreement, and includes the Sub-Accounts of such Escrow Account;

"**Escrow Agreement**" shall have the meaning as set forth in Clause 24.1;

"**Escrow Bank**" shall have the meaning as set forth in Clause 24.1;

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

"Execution Date" shall mean the date of signing of this Concession Agreement;

"**Expert**" means any person, body or organization of repute with recognized technical/ professional expertise in respect of any field, matter or subject relevant for the purpose of this Agreement.

"**Financial Close**" means the fulfilment of all conditions precedent to the initial availability offunds under the Financing Agreements;

"**Financial Default**" shall have the meaning as set forth in Schedule-Q;

"**Financial Model**" means the financial model adopted by Lenders, setting forth thecapital and operating costs of the Project and revenues therefrom on the basis of which financialviability of the Project has been determined by the Lenders, and includes a description ofthe assumptions and parameters used for making calculations and projections therein;

"**Financial Package**" means the financing package indicating the total capital cost of the Projectand the means of financing thereof, as set forth in the Financial Model and approved by the Lenders, and includes Equity, all financial assistance specified in the Financing Agreements andSubordinated Debt, if any;

"**Financing Agreements**" means the agreements executed by the Concessionaire in respect offinancial assistance to be provided by the 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 agreements, and otherdocuments relating to the financing (including refinancing) of the Total Project Cost, andincludes amendments or modifications made in accordance with Clause 5.2.(c);

"**Force Majeure**" or "**Force Majeure Event**" shall have the meaning ascribed to it inClause 27.1;

"**GOI**" means the Government of India;

"**Good Industry Practice**" means the practices, methods, techniques, designs, standards, skills,diligence, efficiency, reliability and prudence which are generally and reasonably expected froma reasonably skilled and experienced operator engaged in the same type of undertaking asenvisaged under this Agreement and which would be expected to result in the performance of itsobligations by the Concessionaire in accordance with this Agreement, Applicable Laws andApplicable Permits in reliable, safe, economical and efficient manner;

"**Government**" means the Government of the State;

"**Government Instrumentality**" means any department, division or sub-division of theGovernment of India or the State Government and includes any commission, board, authority,agency or municipal and other local authority or statutory body, including Panchayat, under thecontrol of the Government of India or the State Government, as the case may be, and havingjurisdiction over all or any part of the Project or the performance of all or any of the services orobligations of the Concessionaire under or pursuant to this Agreement;

"**Guaranteed Acceptable Waste Quantity**" means the acceptable waste supplied by the Authority on any day shall not be less than 200 TPD

"**Hazardous Waste**" shall have the meaning as defined under the Hazardous Wastes (Management and Handling) Rules,1989 as revised from time to time;

"**Impurities**" means non-biodegradable fraction of MSW

"**Indemnified Party**" means the Party entitled to the benefit of an indemnity pursuant toArticle 35;

"**Independent Engineer**" shall have the meaning as set forth in Clause 20.1;
"**Indirect Political Event**" shall have the meaning as set forth in Clause 27.3;

"**Insolvency Event**" in respect of a Party means: (a) such Party has (A) applied for or consentedto 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) beenunable to pay its debts as such debts become due; (C) enters into a compromise arrangement withits creditors ; (D) an attachment or restraint has been levied on the assets of such entity Partywhich materially affects such Party's ability to perform its obligations under this Agreement; (E)commenced proceedings under the (Indian) Insolvency and Bankruptcy Code, 2016 ("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 corporateor other action for the purpose of effecting any of the foregoing; or (b) a proceeding or case hasbeen commenced without the application or consent of such Party in any court of competentjurisdiction seeking (A) its liquidation, reorganization, dissolution or winding-up or thecomposition or readjustment of debts or, (B) the appointment of an insolvency resolutionprofessional, a trustee, receiver, custodian, administrator, liquidator or the like of such Partyunder the Code and an order admitting the insolvency petition has been passed in such proceedingand 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,1965 or the Companies Act, 2013 or the Code in relation to the winding up of the company;

"**Insurance Cover**" means the aggregate of the maximum sums insured under the insurancestaken out by the Concessionaire pursuant to Article 25, and includes all insurances required to betaken out by the Concessionaire under Clause 25.2 but not actually taken, and when used in thecontext of any act or event, it shall mean the aggregate of the maximum sums insured and payableor deemed to be insured and payable in relation to such act or event;

"**Intellectual Property**" means all patents, trademarks, service marks, logos, get-up, tradenames, internet domain names, rights in designs, blue prints, programs and manuals, drawings,copyright (including rights in computer software), database rights, semi-conductor, topographyrights, utility models, rights in know-how and other intellectual property rights, in each casewhether registered or unregistered and including applications for registration, and all rights orforms of protection having equivalent or similar effect anywhere in the world;

"**Lenders**" means the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to the Concessionaire under any of the Financing Agreements for meeting all or any part of the Total Project Cost and who hold paripassu charge on the assets, rights, title and interests of the Concessionaire;
"**Lenders' Representative**" means the person duly authorized by the Lenders to act forand on behalf of the Lenders with regard to matters arising out of or in relation to thisAgreement, and includes his successors, assigns and substitutes;

"**License Fee**" shall have the meaning assigned to it under Article 22.1.(a).

"**Licensed Premises**" shall have the meaning as set forth in Clause 10.2.(b);

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

"**Material Breach**" a breach by any Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure;

"**MSW**" or "**Municipal Solid Waste**" or "**Solid Waste**" means solid or semi-solid waste generated by households, public services, agricultural activities, commercial establishments and industries and shall include Solid Waste, and Organic Waste, but shall not include the Prohibited Wastes, as defined herein;

"**Nominated Company**" means a company selected by the Lenders' Representative andproposed to the Authority for substituting the Concessionaire in accordance with the provisionsof the Substitution Agreement;

"**Non-Political Event**" shall have the meaning as set forth in Clause 27.2;

"**O&M**" means the operation and maintenance of the Project and includes all matters connectedwith or incidental to such operation and maintenance, provision of services and facilities, andcollection of User Fee in accordance with the provisions of this Agreement;

"**O&M Contract**" means the operation and maintenance contract that may be entered intobetween the Concessionaire and the O&M Contractor for performance of all or any of the O&Mobligations;

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

"**O&M Expenses**" means 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 compensationto employees, (b) cost of materials, supplies, utilities and other services, (c) premier 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 bemade 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 Permitsor this Agreement;

"**O&M Inspection Report**" shall have the meaning as set forth in Clause 19.3;

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

"**Organic Waste**" means such type of Waste that can be degraded by microorganisms;

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

"**Performance Guarantee**" shall have the meaning as set forth in Clause 32.2.(c);

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

"**Political Event**" shall have the meaning as set forth in Clause 27.4;

"**Prohibited Waste**" means hazardous waste (as defined under the Hazardous and Other Wastes (Management and Transboundary Movement) Rules, 2016), bio-medical waste (as defined under the Bio-Medical Waste Management Rules, 2016), construction and demolition waste (as defined under the Construction and Demolition Waste Management Rules, 2016) industrial waste, e-waste (as defined under the E-Waste (Management) Rules, 2016), waste from batteries (as defined under the Batteries (Management and Handling) Rules, 2001,

radioactive waste (as defined under the Atomic Energy (Safe disposal of Radioactive Wastes) Rules, 1987), sludge, sewage waste, ash, dirt, soil, and silt.

"**Project**" means the construction, operation and maintenance of the Bio-CNG facilityalong with associated amenities & facilities in accordance with theprovisions of this Agreement, and includes all works, services and equipment relating to or inrespect of the Scope of the Project;

"**Project Agreements**" means this Agreement, the Financing Agreements, EPC Contract, O&MContract, and any other material agreements or contracts that may be entered into by theConcessionaire with any person in connection with matters relating to, arising out of or incidentalto the Project, but does not include the Escrow Agreement, Substitution Agreement;

"**Project Assets**" means all physical and other assets relating to and forming part of the Siteincluding (a) rights over the Site in the form of license, Right of Way or otherwise; (b) tangibleassets such as civil works and equipment including foundations, (c) Project Facilities situated onthe Site; (d) all rights of the Concessionaire under the Project Agreements; (e) financial assets,such as receivables, security deposits etc.; (f) insurance proceeds; and (g) Applicable Permits andauthorizations relating to or in respect of the Project;

"**Project Completion Schedule**" means the progressive Project Milestones set forth in Schedule-D for completion of the Project on or before the Scheduled Completion Date;

"**Project Milestones**" means the project milestones as set forth in Schedule-D;

"**Provisional Certificate**" shall have the meaning as set forth in Clause 14.3;

"**Punch List**" shall have the meaning ascribed to it in Clause 14.3;

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

"**Re.**", "**Rs.**" or "**Rupees**" or "**Indian Rupees**" or "**₹**" means the lawful currency of the Republic ofIndia;

"**Receipt Point"** means the location at the Site, to be mutually agreed between the Parties as part of the Construction Plan, at which the Authority (or any C&T Contractors on behalf of the Authority) will be required to deliver the Acceptable Waste to the Concessionaire in accordance with this Agreement;

"**Request for Proposal**" or "**RFP**" means the Request for proposal dated _____ vide ref no._____, issued by the Authority inviting Applications/Proposals in accordance therewith for selection of Applicant, and includes any addendum / clarifications issued in respect thereof by the Authority.

"**Residual Inert Matter**" means the waste matter obtained after Processing of the MSW by each of the relevant Processing Facilities;

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

"**Royalty**" means the amount payable by the Concessionaire to the Authority;

"**Safety Requirements**" shall have the meaning as set forth in Clause 18.1.(a);

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

"**Scheduled Completion Date**" shall have the meaning as set forth in Clause 12.3.(a);

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

"**Site**" shall have the meaning as set forth in Clause 10.1;

"**Specifications and Standards**" means the specifications and standards relating to the quality,quantity, capacity and other requirements for the Project, as set forth in Schedule-H, and anymodifications thereof, or additions thereto, as included in the design and engineering for theProject submitted by the Concessionaire to, and expressly approved by, the Authority;

"**State**" means the State of Tamil Nadu and "State Government" means the government of thatState;

"**Statutory Auditors**" means a reputable firm of chartered accountants acting as the statutory auditors of the Concessionaire under the provisions of the Companies Act, 2013, including anyre-enactment or amendment thereof, for the time being in force;

"**Subordinated Debt**" means the aggregate of the following sums expressed in Indian Rupees orin the currency of debt, as the case may be, outstanding as on the Transfer Date:

a. the principal amount of debt provided by lenders or the Concessionaire's shareholdersfor meeting the Total Project Cost and subordinated to the financial assistance providedby the Lenders; and
b. all accrued interest on the debt referred to in Sub-clause (a) above but restricted to thelesser of actual interest rate and a rate equal to 5% (five percent) above the Bank Ratein case of loans expressed in Indian Rupees and lesser of the actual interest rate and 6(six) month LIBOR (London Inter-Bank Offer Rate) plus 2% (two percent) in case ofloans expressed in foreign currency, but does not include any interest that had fallen due1 (one) year prior to the Transfer Date;

provided that if all or any part of the Subordinated Debt is convertible into Equity at the optionof the lenders and/or the Concessionaire's shareholders, it shall for the purposes of thisAgreement be deemed to be Subordinated Debt even after such conversion and the principalthereof shall be dealt with as if such conversion had not been undertaken;

"**Substitution Agreement**" shall have the meaning as set forth in Clause 33.3.(a);

"**Suspension**" shall have the meaning as set forth in Clause 29.1;

"**SWM Rules**" The Solid Waste Management Rules,2016 framed by the Government of India under the Environment (Protection) Act,1986 (Act29 of 1986),as amended from time to time and any other rules/modification related to this Act;

"**Taxes**" means any Indian taxes including Goods and Service Tax (GST), local taxes, cess andany 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 charged, levied orimposed by any Government Instrumentality, but excluding any interest, penalties and other sumsin relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shallnot include taxes on corporate income;

"**Termination**" means the expiry or termination of this Agreement and the Concessionhereunder;

"**Termination Notice**" means the communication issued in accordance with this Agreement byone Party to the other Party terminating this Agreement;

"**Termination Payment**" means the amount payable by the Authority to the Concessionaire,under and in accordance with the provisions of this Agreement, upon Termination;

"**Tests**" means the tests set forth in Schedule-F to determine the completion of the Project in accordance with the provisions of this Agreement;

"**Total Project Cost**" means the total cost of development of the project, the cost as mentionedin the financing agreements or as certified by the Authority/Independent Engineer;

"**Transfer Date**" means the date on which this Agreement and the Concession hereunder expirespursuant to the provisions of this Agreement or is terminated by a Termination Notice;

"**Vesting Certificate**" shall have the meaning as set forth in Clause 31.4; and
"**Waste Acceptance and Rejection Plan"** means the plan required to be prepared by the Concessionaire and approved by the Authority in accordance with Clause 17.3, for the inspection, testing and rejection of waste delivered to the Concessionaire;

"**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 WPIshall, unless the context otherwise requires, be construed as a reference to the latest monthly WPIpublished no later than 30 (thirty) days prior to the date of consideration hereunder;

1.2. Interpretations

This Agreement constitutes the entire understanding between the Parties regarding the Project and supersedes all previous written and/or oral representations and/or arrangements regarding the Project. If there is any aspect of the Project not covered by any of the provisions of this Agreement, then and only in that event, reference may be made by the Parties to the Application documents, inter alia including the RFP, issued by the Authority and also including addendums, clarifications given in writing and the submissions of the Concessionaire and the Application submitted by the Concessionaire but not otherwise. In case of any contradictions in the terms of this Agreement and any such other Application documents as referred to above, the terms of this Agreement shall prevail.

In this Agreement unless the context otherwise requires:

a. any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;

b. the words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organisations or other entities (whether or not having a separate legal entity);

c. the table of contents and any headings in this Agreement are for ease of reference only and shall not affect the construction or interpretation of this Agreement;

d. the words "include" and "including" are to be construed without limitation;

e. any reference to any period of time shall mean a reference to that according to Indian Standard Time;

f. any reference to day shall mean a reference to a calendar day;

g. any reference to month shall mean a reference to a calendar month;

h. "Recital", "Article" and "Appendix" shall refer, except where the context otherwise requires, to Articles of and any Appendix to this Agreement. The Appendices to this Agreement shall form an integral part and parcel of this Agreement and will be in full force and effect as though they were expressly set out in the body of this Agreement;

i. "Rupee", "Rupees", "Rs." and "₹" shall denote Indian Rupees, the lawful currency of India.

j. 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 novated at the time of such reference;

k. any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party and/or a Statutory Auditor shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party and/or Statutory Auditor, as the case may be, in this behalf and not otherwise;

l. unless otherwise stated, 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;

m. unless otherwise specified, any interest to be calculated and payable under this Agreement shall accrue on a Monthly basis and from the respective due dates as provided for in this Agreement; and

n. any word or expression used in this Agreement, unless defined or construed in this Agreement, shall be construed as per the definition given in General Clauses Act, 1897 failing which it shall bear the ordinary English meaning.

1.3. Measurements and Arithmetic Conventions

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

1.4. Priority of agreements, clauses and schedules

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

    1. this Agreement; and

    2. all other agreements and documents forming part hereof or referred to herein;

    i.e. the Agreement at (1) above shall prevail over the agreements and documents at (2) above.

b. Subject to provisions of Clause 1.4.(a), in case of ambiguities or discrepancies within thisAgreement, the following shall apply:

    1. between two or more Clauses of this Agreement, the provisions of a specific Clauserelevant to the issue under consideration shall prevail over those in other Clauses;

2. between the Clauses of this Agreement and the Schedules, the Clauses shall prevailand between Schedules and Annexes, the Schedules shall prevail;

3. between any two Schedules, the Schedule relevant to the issue shall prevail;

4. between the written description on the Drawings and the Specifications andStandards, the latter shall prevail;

5. between the dimension scaled from the Drawing and its specific written dimension,the latter shall prevail; and

6. 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:

a. The Concessionaire shall design, finance and undertake construction of a 250TPD Municipal Solid Waste based Bio-CNG Plant on the Site set forth inSchedule A in accordance with the provisions of this Agreementand in total compliance to Solid Waste Management Rules 2016 (including its amendments), issued by Government of India (GOI), Environmental Guidelines for CompressedBiogas Plant (CBG) /Bio-CNG Plants, Applicable Laws, Applicable Permitsand Good Industry Practices;

b. Undertake operation and maintenance of the Project for entire duration of the Concession in accordance with the provisions of this Agreement; and

c. Performance and fulfilment of all other obligations of the Concessionaire as specified in Schedule-R and 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;

d. transfer of the Project Assets upon expiry or early termination of this Agreement in accordance with the provisions of this Agreement;

ARTICLE 3

GRANT OF CONCESSION

3.1 Concession

Subject to and in accordance with the provisions of this Agreement, the Applicable Laws and the Applicable Permits, the Authority hereby grants to the Concessionaire the concession set forth herein including theexclusive right, licence and authority to design, construct, operate and maintain the Project (the "Concession") fora period as provided in clause 3.3 below, and the Concessionaire hereby accepts the Concession andagrees to implement the Project subject to and in accordance with the terms and conditions set forthherein.

3.2 Rights Associated with the Grant of Concession

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

a. perform and fulfil all of the Concessionaire's obligations under and in accordance with this Agreement;

b. the Right of Way, access and license rights to use the Site for the purpose of and to the extentconferred by the provisions of this Agreement;

c. to design, engineer, finance, procure, construct, install, commission, operate and maintain each ofthe Project Facilities either itself or through such person as may be selected by it provided that the ultimate obligation and responsibility for the performance of this agreement shall continue to vest with the Concessionaire;

d. bear and pay all costs, expenses and charges in connection with or incidental to the performance ofthe obligations of the Concessionaire under this Agreement;

e. to transfer the Project Facilities to the Authority at the end of the Concession Period or on Termination, inaccordance with the provisions of this Agreement;

f. to borrow or raise money or funding required for the due implementation of the Project and mortgage,charge or create lien or encumbrance on the whole or part of the Project Facilities except the Site;

g. upon successful completion of the Trial Operations and performance tests, operate and maintain theProject Facilities for the O&M Period, either itself or through such person as may be selected by it,provided that the ultimate obligation and responsibility for the performance of this Agreement shallcontinue to vest with the Concessionaire;

h. receive, handle and process the waste up to the design capacity to produce the Bio-CNGoutput;

i. receive, handle segregated organic fraction of MSW/ other biodegradable waste up to the assured quantity;

j. transport the Residual Inert Matter and/or Process rejects to the designated location i.e. DeliveryPoint;

k. store, use, appropriate, dispose of or market and sell all products of the Acceptable Waste includingbut not limited to the Bio-CNG Output, the By-Products and any Recyclable Materials in accordance withApplicable Laws;

l. develop and maintain a green area around the Facility within the premises of plant in accordancewith Applicable rules/ Laws;

m. to obtain the utilities required for enabling the construction of the Project Facilities;

n. exclusively hold, possess, and control the Site, in accordance with the terms of the ConcessionAgreement for the purposes of the due implementation of this Project;

o. 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; and

p. Neither assign, transfer or sublet or create any lien or Encumbrance on this Agreement, or theConcession hereby granted or on the whole or any part of the Project nor transfer, lease or partpossession thereof; save and except as expressly permitted by this Agreement or the Substitution Agreement.

3.3 Concession Period

The Concession hereby granted is for a period of 20years commencing from the Commercial Operation Date (the "Concession Period") during which the Concessionaire is authorized and

obliged to implement the Project and provide the Project Facilities and Services in accordance with the provisions hereof.

Provided that: -

a. in the event of the Concession being extended by the Authority beyond the said period of 20 years in accordance with the provisions of this Agreement, the Concession Period shall include the period by which the Concession is so extended, and

b. in the event of an early termination/determination of the Concession/ this Agreement by either Party in accordance with the provisions hereof, the Concession Period shall mean and be limited to the period commencing from the Commercial Operation Date and ending with the date of termination/determination of the Concession/this Agreement.

ARTICLE 4

CONDITIONS PRECEDENT

4.1. **Conditions Precedent**

Save and except as expressly provided in Articles 4, 5, 6, 7, 8, 9, 10, 21, 27, 37 and 39 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 Article 4 (the "Conditions Precedent"). The obligations of a Party under this Article 4 shall be effective from the date of execution of this Agreement.

a. Conditions Precedent for Authority

The Authority shall satisfy the Conditions Precedent set forth in this Clause 4.1.(a) within a period of [120 (one hundred and twenty)] daysfrom the Execution Date and the Conditions Precedent required to be satisfied by theAuthority shall be deemed to have been fulfilled when the Authority shall have:

i. handed over physical possession of the Project Site free of encumbrance to the Concessionaire for the purposes of the Project with the provision that license fee shall be paid by Concessionaire from the date of handing over;

ii. Provided to the Concessionaire the License, Right of Way and accessto the Site inaccordance with the provisions of Article 10;

iii. Executed and procured execution of Substitution Agreement;

iv. Executed and procured execution of the Escrow Agreement with the Concessionaire, and theEscrow Bank in accordance with Article 24;

v. Appointed an Independent Engineer in terms of this Agreement.

b. Conditions Precedent for the Concessionaire

The Conditions Precedent required to be satisfied by the Concessionaire within a period of [120 (one hundred and twenty)] days from the Execution dateand the Conditions Precedent required to be satisfiedby the Concessionaire shall be deemed to have been fulfilled when the Concessionaire shall have:

i. procured all the Applicable Permits specified in Schedule B unconditionally and if subject toconditions, all such conditions required to be fulfilled by the date specified therein shall have beensatisfied in full and such Applicable Permits are in full force and effect;

ii. executed the Financing Agreements and delivered to the Authority 3 (three) true copies thereof, dulyattested by a Director of the Concessionaire;

iii. delivered to the Authority, 3 (three) true copies of the Financial Package and the Financial Model, dulyattested by a Director of the Concessionaire, along with a soft copy of the Financial Modelin MS Excel version or any substitute thereof, which is acceptable to the Lenders;

iv. prepare and submit Environment Management Plan (EMP) to the Authority and the IndependentEngineer for their approval;

v. delivered to the Authority{from the Consortium Members, their respective} a confirmation of the correctness of their representations and warranties set forth in Clause 7.1.(k), Clause7.1.(l) and Clause 7.1.(m) of this agreement;

vi. executed and procured execution of the Escrow Agreement;

vii. provided proof of its shareholding pattern, evidenced by certificates from the authorised signatoryof the Concessionaire;

viii. executed and procured execution of Substitution Agreement;

ix. delivered to the Authority the Operations Plan as per Schedule-J;

x. delivered to the Authority a legal opinion from the legal counsel of the Concessionaire with respect tothe authority of the Concessionaireto enter into this Agreement and the enforceability of the provisions thereof:

4.2. Each Party shall make all reasonable endeavours to satisfy the Conditions Precedent within the time stipulated and shall provide the other Party with such reasonable cooperation as may be required.

4.3. 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 Parties when any Condition Precedent for which it is responsible has been satisfied. The Parties shall also

immediately upon fulfilment of all the respective Conditions Precedents inform to the other Parties that all Conditions Precedent have been satisfied.

4.4. Any of the Conditions Precedent set forth in Clause 4.1.(b) may be waived fully or partially by the Authority at any time in its sole discretion or the Authority may grant additional time for compliance with these conditions and the Concessionaire shall be bound to ensure compliance within such additional time as may be specified by the Authority. Any of the Conditions Precedent set forth in Clause4.1(a) may be waived fully or partially by the Concessionaire at any time in its sole discretion.

4.5. If the Concessionaire has fulfilled all the Conditions Precedent under Clause4.1.(b) including the furnishing of the Performance Security and has not waived or extended the time under Clause4.4 above, and if the Authority has failed to fulfil the Conditions Precedent to be fulfilled by it under Clause4.1(a) (and which are within the power of the Authority), the Authority shall be liable to pay liquidated damages in a sum calculated at the rate of 0.1% (zero point one percent) of the Performance Security for each day's delay until fulfilment of the Conditions Precedent subject to a maximum of 5% (five percent). In such event, having regard to the quantum of damages, the time for the performance shall be deemed to have been extended by the number of days for which the liquidated damages is paid and if, after the extended period the Authority is still not in a position to comply with the Conditions Precedent, then the agreement shall be liable to be terminated as provided for in Clause4.6 below;

4.6. If the Authority has fulfilled all the Conditions Precedent under Clause 4.1.(a) and has not waived or extended the time under Clause4.4 above, and if the Concessionaire has failed to fulfil the Conditions Precedent to be fulfilled by it under Clause4.1.(b) (and which are within the power of the Concessionaire), the Concessionaire shall be liable to pay liquidated damages in a sum calculated at the rate of 0.2% (zero point two percent) of the Performance Security for each day's delay until fulfilment of the Conditions Precedent subject to a maximum of 5% (five percent). In such event, having regard to the quantum of damages, the time for the performance shall be deemed to have been extended by the number of days for which the liquidated damages is paid and if, after the extended period the Concessionaire is still not in a position to comply with the Conditions Precedent, then the agreement shall be liable to be terminated as provided for in Clause4.7below;

4.7. In the event that the Conditions Precedents are not complied with within the time (including the extended time, if any) in terms of the aforesaid Clauses 4.4 to 4.6, this Agreement shall be liable to be terminated. If such termination is on account of failure of the Concessionaire to comply with the Conditions Precedent, the Performance Securityshall stand forfeited. If such termination ison account of failure of the Authority, the Authority shall be obliged to return the

Performance Security. It is clarified that except for the payment as stipulated in the foregoing Clause4.5 and 4.6 and forfeiture in this Clause4.7, each party hereto shall have no claims against the other for costs, damages, compensation or otherwise.

ARTICLE 5

OBLIGATIONS OF THE CONCESSIONAIRE

5.1 Obligations of the Concessionaire

a. Subject to and on the terms and conditions of this Agreement, the Concessionaire shall, at its own costand expense, procure finance for and undertake the design, engineering, procurement, construction,operation and maintenance of the Project and observe, fulfil, comply with and perform all its obligationsset out in this Agreement or arising hereunder.

b. The Concessionaire shall be responsible to operate the Project Facilities throughout the ConcessionPeriod post COD.

c. The Concessionaire shall be responsible for processing source segregated Organic fraction of the MSWand other biodegradable waste supplied by the Authority at the project site and disposal of the process remnants andResidual Inert Matters.

d. The Concessionaire shall be responsible for generation of Bio-CNG from Plant and enter into the OfftakeAgreement for sale ofBio-CNG and Solid/Liquid fertilizer.

e. The Concessionaire shall comply with all the Applicable Laws and procure all the Applicable Permits(including renewals as required) for the performance of its obligations under this Agreement at its cost.

f. Obtain all Applicable Permits necessary for the delivery of the Bio-CNGto the Offtaker in accordancewith the terms of the Offtake Agreement;

g. Procure cylinder cascades, trucks, pipelines or other appropriate vehicles and / or infrastructure that issafe, reliable and fit for purpose in order to transport Bio-CNG, process remnants and Residual Inert Matters;

h. Removal of process remnants and Residual Inert Matters at the project site and transport to the delivery point notified by the Authority within 30 kms from the site;

i. Provide all necessary assistance to the Independent Engineer and Authority in undertaking inspection ofthe Project Facilities, and in performing its other obligations and duties under this Agreement;

j. Take all necessary measures to maintain the safety and security of personnel, material and property at theSite and the Adjoining Properties, in accordance with the approved EMP, and all ApplicableLaws;

k. Ensure that all excavated materials, earthworks, waste materials, Residual Inert Matter and hazardoussubstances are stored and/or disposed in accordance with this Agreement, the EMP, ApplicableLaws and Applicable Permits;

l. Subject to the provisions of Clauses 5.1.(a) and 5.1.(d), the Concessionaire shall discharge its obligations inaccordance with Good Industry Practice and as a reasonable and prudent organization.

m. The Concessionaire shall, at its own cost and expense, in addition to and not in derogation of its obligationselsewhere set out in this Agreement:

i. make, or cause to be made, necessary applications to the relevant Government Instrumentalitieswith such particulars and details as may be required for obtaining Applicable Permits and obtain andkeep in force and effect such Applicable Permits in conformity with the Applicable Laws;

ii. procure, as required, the appropriate proprietary rights, licences, agreements and permissions formaterials, methods, processes and systems used or incorporated into the Project;

iii. procure at its own cost, water connection, power connection and other service connections to theSite;

iv. perform and fulfil its obligations under the Financing Agreements;

v. make reasonable efforts to maintain harmony and good industrial relations among the personnelemployed by it or its Contractors in connection with the performance of its obligations under thisAgreement;

vi. Purchase and maintain insurance cover as stipulated in Article 25 at its own cost and expense, including towards the premium and all incidental costs;

vii. ensure and procure that its Contractors comply with all Applicable Permits and Applicable Laws inthe performance by them of any of the Concessionaire's obligations under this Agreement;

viii. not do or omit to do any act, deed or thing which may in any manner be violative of any of theprovisions of this Agreement;

ix. obtain and maintain adequate insurances as per this Agreement;

x. provide and maintain a buffer zone around the Facility;

xi. Pay all statutory dues and Renewal fees during the concession period.

xii. support, cooperate with and facilitate the Authority in the implementation and operation of the Project inaccordance with the provisions of this Agreement; and

xiii. transfer the Project to the Authority upon expiry of Concession period/Termination of this Agreement, inaccordance with the provisions thereof.

xiv. shall not use the facility for branding/positioning/promoting of any private labels.

5.2 Obligations relating to Project Agreements

a. It is expressly agreed that the Concessionaire shall, at all times, be responsible and liable for all itsobligations under this Agreement notwithstanding anything contained in the Project Agreements or anyother agreement, and no default under any Project Agreement or agreement shall excuse theConcessionaire from its obligations or liability hereunder.

b. The Concessionaire shall submit to the Authority copies of all Project Agreements or any amendments orreplacements thereto within [15 (fifteen)] days from the date of their execution.

c. The Concessionaire shall not make any addition, replacement or amendments to any of the FinancingAgreements 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, andin theevent that any replacement or amendment is made without such consent, the Concessionaire shall notenforce such replacement or amendment nor permit enforcement thereof against the Authority. For theavoidance of doubt, the Authority acknowledges and agrees that it shall not unreasonably withhold its consentfor restructuring or rescheduling of the Debt Due.

d. The Concessionaire shall procure that each of the Project Agreements contains provisions that entitle the Authority to step into such agreement, in its sole discretion, in

substitution of the Concessionaire in the eventof Termination or Suspension (the "Covenant"). For the avoidance of doubt, it is expressly agreed that inthe event the Authority does not exercise such rights of substitution within a period not exceeding 90 (ninety)days from the Transfer Date, the Project Agreements shall be deemed to cease to be in force and effecton the Transfer Date without any liability whatsoever on the Authority and the Covenant shall expressly providefor such eventuality. The Concessionaire expressly agrees to include the Covenant in all its ProjectAgreements and undertakes that it shall, in respect of each of the Project Agreements, procure and deliverto the Authority an acknowledgment and undertaking, in a form acceptable to the Authority, from the counterparty(ies) of each of the Project Agreements, whereunder such counter party(ies) shall acknowledge andaccept the Covenant and undertake to be bound by the Same and not to seek any relief or remedywhatsoever from the Authority in the event of Termination or Suspension.

e. The Concessionaire shall also procure that such Project Agreements shall also include a covenant that alldisputes arising out of such Agreements shall be settled between the Concessionaire and the Counterpartiesand that the Authority or its advisors/contractors/consultants shall not be impleaded in suchdisputes whatsoever.

5.3 Environmental Compliance

The Concessionaire shall, at all times, ensure that all aspects of the Project / Project Facilities and processesemployed in the construction, operation and maintenance thereof shall conform with the laws pertainingto environment, health and safety aspects including rules such as SWM Rules 2016, policies andguidelines related thereto. The Concessionaire shall obtain and maintain from time to time all necessaryclearances including any changes in relevant laws related to Environmental Protection and Conservationand their amendment and modification or re-enactment thereof, as may come in force from time to time asdetailed in the Schedule B and as applicable.

5.4 Land Use

The Concessionaire shall ensure optimum utilization of the Site and land available and shall not use thesame for any purpose unconnected or which is not incidental to the Project or related activities. Foravoidance of doubt, any land given by the Authority to the Concessionaire for this Project shall not be used fordevelopment of residential or commercial facilities or premises for rent, lease or similar purpose.

5.5 Processing of Acceptable Waste

The technologies adopted to process the Acceptable Waste shall be in compliance to the SWM Rules andEnvironmental Guidelines for CBG/Bio-CNG issued by CPCB. If the proposed technology is owned byanother entity (either the bidder or a third party), the concessionaire should also be required to execute atechnology license agreement with the selected bidder or the third party technology provider, as the casemay be.

5.6 Measurement of MSW

a. For measurement of feedstock, Weighbridges will need to be constructed at the entry and the exit of theProcessing Facility (the "Processing Input Weighbridge" and the "Processing Output Weighbridge"respectively) by the Concessionaire.

b. The Concessionaire shall prepare Waste Reports as defined in Schedule-M which shall be final andbinding on the Parties.

c. Each consignment to Project Site shall be screened and weighed at the Weighbridge. Concessionaireshall also keep a record of weight and volume of each empty delivery truck, in order to determine the netweight of the consignment.

d. The Authority as and when required shall depute a responsible person from the Authority (the "Authority Representative")to monitor the operations of the Weighbridges.

e. The Weighbridges shall be monitored and inspected regularly by the Concessionaire and IndependentEngineer to ensure due calibration and accuracy and any errors shall be rectified immediately.

5.7 Maintenance of Records and Operations Plan

The Concessionaire shall maintain records of the quantum of MSW as per the Schedule-M.

5.8 Sale of Products

a. The Concessionaire may adopt such processes and methods as it considers necessary or expedient forprocessing of Feedstock at the Project Facilities, subject to complying with the provisions of theConcession Agreement, construction requirements, operation requirements.

b. Subject to Clause 5.5,the Concessionaire is free to choose the processing technologies/options for Bio-CNGPlant in line with all applicable laws, including SWM Rules, 2016 as amended from time to time and Orders/Directions of Hon'ble Courts/

NGT and is entitled to receive the revenues so generated through theproducts through its own marketing tie-ups.

5.9 Performance Standards

The Concessionaire recognizes that the services under this Agreement constitute a public health issueand concerns the wellbeing and quality of life of the citizens. Accordingly, the Concessionaire shall performthe services with diligence and promptness and manage the waste supplied by the Authority in accordance with the performance standards set out in Schedule K.

5.10 Engagement of Contractors

The Concessionaire may engage any Person possessing the requisite skill, expertise and capability for construction, operation and maintenance of the Project Facilities and Services.

Provided:

i. the Concessionaire shall at all times be solely responsible for all its obligations under this Agreement notwithstanding any such engagement and anything contained in any Project Contracts or any other agreement, and no default under any Project Contract or agreement shall excuse the Concessionaire from its obligations or liability hereunder and the Concessionaire shall at all times be solely responsible for non-performance or for any defect, deficiency or delay in installation of the structures/equipment or any part thereof and for the operation and maintenance of the Project/the Project Facilities and Services in accordance with the provisions of this Agreement;

ii. the Concessionaire should have obtained requisite security clearance if required for the Contractor the Concessionaire intends to engage;

iii. the Concessionaire shall ensure that the Project Contracts contain provisions that entitle the Authority to step into such contract in its sole discretion in substitution of the Concessionaire in the event of termination or suspension of this Agreement; and

iv. any contract that it enters with an Affiliate in respect of the Project shall be on an arm's length basis.

5.11 Employment of foreign nationals

The Concessionaire acknowledges, agrees and undertakes that employment of foreign personnel by theConcessionaire and/or its contractors and their sub- contractors shall be subject to grant of requisiteregulatory permits and approvals including employment/residential visas and work permits, if any required,and the obligation to apply for and obtain the same shall and will always be of the Concessionaire and,notwithstanding anything to the contrary contained in this Agreement, refusal of or inability to obtain anysuch permits and approvals by the Concessionaire or any of its contractors or sub-contractors shall notconstitute Force Majeure Event, and shall not in any manner excuse the Concessionaire from theperformance and discharge of its obligations and liabilities under this Agreement.

5.12 Employment of trained personnel

The Concessionaire shall ensure that the personnel engaged by it in the performance of its obligationsunder this Agreement are at all times properly trained for their respective functions.

5.13 Liability for Personnel

a. The Concessionaire shall be solely responsible for complying with all statutory responsibilities and liabilities in respect of the personnel engaged by him and liable for obtaining all mandatory registrations and deposit of contributions under various enactments. If, on account of default, the Authority is compelled to make any payments/contributions or discharge any responsibility/liability of the Concessionaire, the Authority shall be entitled to recover such amounts/expenses incurred from the Concessionaire without prejudice to the right of Authority to initiate appropriate legal proceedings for recovery of such amounts. The Concessionaire shall indemnify the Authority against all claims whatsoever arising out of his default in respect of the personnel engaged by him under any Statute/Law in force.

b. The Concessionaire shall maintain and submit all records & returns prescribed under all the Applicable Law to the designated Authorities within the prescribed time limit and also to the Authority's Representative or any officer acting on its behalf whenever demanded.

c. The Agreement as entered into between the Authority and the Concessionaire shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under any statutory/mandatory provisions prevailing in India. Liabilities of the Concessionaire in respect of obligatory laws remain unaffected and Concessionaire shall remain responsible for settlement of claims, if any,

of third parties who may suffer damages either due to the fault of the Concessionaire or its employees and Associates.

d. All persons employed by the Concessionaire shall be engaged by him as his own employees/workers in all respects and all rights and liabilities under the Indian Factories Act, the Employees Compensation Act, Employees Provident Fund & Miscellaneous Provisions Act (EPF & MP Act), Industrial Disputes Act, Employees State Insurance Act, Contract Labour (R&A) Act and under all other applicable enactments in India in respect of all such personnel shall exclusively be that of the Concessionaire. The Concessionaire shall be bound to indemnify Authority against all the claims whatsoever in respect of his personnel under the Employees Compensation Act, 1923 or any statutory modification thereof or otherwise for or in respect of any damage or compensation payable in consequence of any accident or injury sustained by any workmen or other person whether in employment of the Concessionaire or not.

e. The Concessionaire shall be liable for making contributions in accordance with the provisions of the EPF & MP Act and the scheme framed there-under as also in compliance with the Employees State Insurance Act in respect of the labour employed by him.

f. The Concessionaire shall pay not less than minimum wages to the workers engaged by them as notified by the appropriate Authority from time to time during the currency of concession agreement.

g. The provisions indicated above are not comprehensive; the Concessionaire shall ensure compliance of all statutory/mandatory provisions under all the Applicable Laws, rules & regulations made by the State Govt./Central Govt. from time to time pertaining to the contract, including all labour laws and the laws as applicable.

h. If as a result of the Concessionaire's failure to provide any of the statutory benefits under any labour welfare enactments, the liability falls on the Authority, such amounts incurred by the Authority will be recovered from the Concessionaire by the Authority under this Agreement without prejudice to the right of the Authority such other legal recourse against the Concessionaire including termination of the contract.

5.14 Security and Safety at the Project Site

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

a. provide and maintain boundary wall and other suitable protection around the Project Site / Facilities and shall be responsible for the security arrangements for the Project Site / Facilities 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 the Project Facilities and parts thereof as may be necessary and expedient for safe operations of the ProjectFacilities in accordance with Good Industry Practice.

c. engage and depute trained personnel for maintaining the security and safety of Personnelinside the Site in accordance with Good Industry Practice.

d. abide by and implement any instructions of the Authority and the Independent Engineer for enhancing the security within and around the Project Facilities.

5.15 Branding of Project

The Concessionaire agrees that the Project shall be known, promoted, displayed and advertised by thename of "Waste to Compressed BioGas (CBG) Plant (250 TPD) at Madurai". The Project or any partthereof shall not be branded in any manner to advertise, display or reflect the name or identity of theConcessionaire or its shareholders save and except as may be necessary in the normal course ofbusiness. The Concessionaire shall however, have right to utilise the name of the Project to exhibittechnical and financial capability of the Concessionaire for bidding for other projects.

5.16 Sole purpose of the Concessionaire

The Concessionaire having been set up for the sole purpose of exercising the rights and observing andperforming its obligations and liabilities under this Agreement, the Concessionaire or any of its subsidiariesshall not, except with the previous written consent of the Authority, be or become directly or indirectly engaged,concerned or interested in any business other than as envisaged herein.

5.17 Concessionaire's Representative

To fulfil the Concessionaire's obligations and for implementation of the Project in accordance with thisAgreement, the Concessionaire shall deploy representative(s)(the "Concessionaire Representative")on itsbehalf including a team leader (the "Team Leader"). The Team Leader shall have full authority to act onbehalf of the Concessionaire for all matters relating to this Agreement and shall be an overall in- chargeto ensure implementation

of the project in accordance with the provisions hereof. The Team Leader shallclosely co-ordinate with the Independent Engineer/Authority and shall be responsible to ensureredressal on an immediate basis, of any objections, observations, shortcomings, defects or defaultspointed out by the Independent Engineer during routine inspections and project review meetings andsubmit action taken report to the Independent Engineer/Authority, as the case may be, within a periodnot later than 7 (seven) days from the date of conveying of such defect/shortcoming. The Team Leader orits nominee shall make themselves available for meetings as and when called upon by the IndependentEngineer/ Authority, as the case may be.

5.18 Obligations relating to Change in Ownership

a. The Concessionaire shall not undertake or permit any Change in Ownership, except with the prior approvalof the Authority, except as otherwise permitted in this agreement.

b. Any change in ownership / shareholding pattern shall be permitted only after the 2nd (second) anniversary of the Commercial Operation Date.

c. Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees andacknowledges that:

   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 the direct or indirect legal or beneficial ownership orcontrol of any Equity, in aggregate of 25% (twenty-five percent) or more of the total Equity of theConcessionaire or

   ii. acquisition of any control directly or indirectly of the Board of Directors of the Concessionaire by anyperson either by himself or together with any person or persons acting in concert with him shallconstitute a Change in Ownership requiring prior approval of the Authority from national securityand public interest perspective, the decision of the Authority in this behalf being final, conclusiveand binding on the Concessionaire, and undertakes that it shall not give effect to any suchacquisition of Equity or control of the Board of Directors of the Concessionaire without such priorapproval of the Authority. For the avoidance of doubt, it is expressly agreed that approval of theAuthority hereunder shall be limited to national security and public interest perspective, and theAuthority shall endeavour to convey its decision thereon no later than 30 (thirty) days from the dateof receipt of request for approval appended with all the necessary and required

details. It is alsoagreed that the Authority shall not be liable in any manner on account of grant or otherwise of suchapproval and that such approval or denial thereof shall not in any manner absolve theConcessionaire from any liability or obligation under this Agreement.

For the purposes of this Clause 5.18.(c):

1. the expression “acquirer”, “control” and “person acting in concert” shall have the meaning ascribedthereto in the Security and Exchange Board of India (Substantial Acquisition of Shares andTakeover) Regulations, 2011 or any statutory re-enactment thereof as in force as on the date ofacquisition of Equity, or the control of the Board of Directors, as the case may be, of theConcessionaire;
2. the indirect transfer or control of legal or beneficial ownership of Equity shall mean transfer of thedirect or indirect beneficial ownership or control of any company or companies whether in India orabroad which results in the acquirer acquiring control over the shares or voting rights of shares ofthe Concessionaire; and

3. power to appoint, whether by contract or by virtue of control or acquisition of shares of any companyholding directly or through one or more companies (whether situated in India or abroad) the Equityof the Concessionaire, not less than half of the directors on the Board of Directors of theConcessionaire or of any company, directly or indirectly whether situate in India or abroad, havingultimate control of 25%(twenty five percent) or more of the Equity of the Concessionaire shallconstitute acquisition of control, directly or indirectly, of the Board of Directors of the Concessionaire.

5.19 Obligations relating to Taxes

The Concessionaire shall pay and comply, at all times during the subsistence of this Agreement, all Taxes(Including Goods & Service Tax), levies, duties, cess and all other statutory charges payable and fall duein respect of the Project. Further, it is also specified that in case there is any prospective change inTaxes/Levies in future whereby change in legislation/policy or otherwise by Central Govt./State Govt. orany other authority, the same shall be within scope of Concessionaire and no claim will be paid by theAuthority.

5.20 Obligations relating to Information

a. Without prejudice to the provisions of Applicable Laws, Applicable Permits and this Agreement, uponreceiving a notice from the Authority for any information that it may reasonably require or that itconsiders may be necessary to enable it to perform any of its functions, the Concessionaire shall providesuch information forthwith in the manner and form required by the Authority.
b. After receiving a notice from the Authority for comments on the accuracy and text of any informationrelating to the Concessionaire‘s activities under or pursuant to this Agreement which the Authorityproposes to publish, the Concessionaire shall provide such comments in the manner and form required bythe Authority.

5.21 Obligations relating to Other Charges

The Concessionaire shall make timely payments for all utility services in respect of the Sites, includingwater, sewerage, electricity, telecommunication, internet and cable charges, etc. on its own account.The Concessionaire shall hold the Authority harmless and keep the Authority indemnified fromany fine/penalty/charges/levies/damages/ losses on account of any claims/suits/demands/proceedingsarising out of non-payment or delayed payment of such charges or any default on the part of theConcessionaire in payment of such charges whatsoever.

ARTICLE 6

OBLIGATIONS OF THE AUTHORITY

6.1 Obligations of the Authority

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

b. 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. support and cooperate with the Concessionaire in the implementation and operation of the Project in accordance with the provisions of this Agreement;

ii. supply adequate quantities of Acceptable Waste required by the Concessionaire for it to conductthe Trial Operations and performance testing of the Project Facilities at the project site;

iii. supply Guaranteed Acceptable Waste Quantityduring the Operationperiod of the Project Facilities at the project site;

iv. engage sufficient number of C&T Contractors to ensure that it supplies the Daily assured AcceptableWaste Quantity to the Concessionaire at the Site in accordance with the requirements ofthis Agreement;

v. ensure supply of the waste with minimal impurities not exceeding 20%of the supplied quantity.

vi. ensure that no Prohibited Waste is delivered to the Concessionaire and if any Prohibited Waste isdelivered at the Site, then cause such Prohibited Waste to be promptly and safely removed from theSite;

vii. notify the site for disposal of process remnants and Residual Inert Matters within 30 kms from the project site;

6.2 Obligations relating to Refinancing

Without prejudice to any rights or remedies of the Authority under this Agreement or otherwise, uponrequest made by the Concessionaire to this effect, the Authority shall, in

conformity with anyregulations or guidelines that may be notified by the Government Instrumentality, permit and enable theConcessionaire to secure refinancing on such terms as may be agreed upon between the Concessionaireand the entity providing such refinancing; [provided, however, that the refinancing hereunder shall alwaysbe subject to the prior consent of the Authority, which consent shall not be unreasonably withheld.The Authority shall endeavor to convey its decision on such request of the Concessionaire within [30(thirty)] days of receipt of the proposal by the Authority.] For the avoidance of doubt, the tenure ofdebt refinanced hereunder may be determined mutually between the Lenders and theConcessionaire, but there payment thereof shall be completed no later than 1 (one) year prior to expiry ofthe Concession Period.

ARTICLE 7

REPRESENTATIONS,WARRANTIES AND UNDERTAKINGS

7.1 Representations and warranties of the Concessionaire

The Concessionaire represents and warrants to the Authority that:

a. it is duly organized and validly existing under the laws of India, and has full power andauthority to execute and perform its obligations under this Agreement and to carry outthe transactions contemplated hereby;

b. it has taken all necessary corporate and other actions under Applicable Laws to authorisethe execution and delivery of this Agreement and to validly exercise its rights andperform its obligations under this Agreement;

c. it has {the Selected Bidder/ Consortium Members and its/theirAssociates} have the financialstanding and resources to fund the required Equity and to raise the debt necessary forundertaking and implementing the Project in accordance with this Agreement;

d. this Agreement constitutes its legal, valid and binding obligation, enforceable against itin accordance with the terms hereof, and its obligations under this Agreement will belegally valid, binding and enforceable obligations against it in accordance with the termshereof;

e. it is subject to the laws of India, and hereby, expressly and irrevocably waives anyimmunity in any jurisdiction in respect of this Agreement or matters arising hereunderincluding any obligation, liability or responsibility hereunder;

f. the information furnished in the Bid and as updated on or before the date of thisAgreement is true and accurate in all respects as on the date of this Agreement;

g. the execution, delivery and performance of this Agreement will not conflict with, resultin the breach of, constitute a default under, or accelerate performance required by any ofthe terms of its Memorandum and Articles of Association {or those of any member ofthe 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 anyof its properties or assets is bound or affected;

h. 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 thisAgreement or which individually or in the aggregate may result in any materialimpairment of its ability to perform any of its obligations under this Agreement;

i. it has no knowledge of any violation or default with respect to any order, writ, injunctionor decree of any court or Government Instrumentality which may result in any materialadverse effect on its ability to perform its obligations under this Agreement and no factor circumstance exists which may give rise to such proceedings that would adverselyaffect the performance of its obligations under this Agreement;

j. it has complied with Applicable Laws in all material respects and has not been subject toany fines, penalties, injunctive relief or any other civil or criminal liabilities which in theaggregate have or may have a material adverse effect on its ability to perform itsobligations under this Agreement;

k. it shall at no time undertake or permit any Change in Ownership except in accordancewith the provisions of Clause 5.18 and that where the Selected Bidder is a Consortium, the Lead Member shall with its other Consortium Member directly hold 100% (hundred percent) of subscribed and paid-up equity share capital of the SPV until Commercial Operation Date, and thereafter shall directly hold not less than 51% (fifty one percent) of subscribed and paid-up equity share capital of the SPV until the 5th anniversary of Commercial Operations date; and that each Consortium member whose technical and financial capacity was evaluated for the purposes of pre-qualification and award of project in response to the RFP shall hold at least 26% (twenty six percent) of equity until the 2nd anniversary of COD;

l. {the Selected Bidder/ each Consortium Member} is duly organized and validly existingunder 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 {itself/theConcessionaire} pursuant to the Letter of Award, and has agreed to and unconditionallyaccepted the terms and conditions set forth in this Agreement;

m. all its rights and interests in the Project shall pass to and vest in the Authority on theTransfer Date free and clear of all liens, claims and Encumbrances, without any furtheract or deed on its part or that of the Authority, and that none of the Project Assets shallbe acquired by it, subject to any agreement under which a security interest or other lienor Encumbrance is retained by any person, save and except as expressly provided in thisAgreement;

n. no representation or warranty by it contained herein or in any other document furnishedby it to the Authority or to any Government Instrumentality in relation to ApplicablePermits contains or will contain any untrue or misleading statement of material fact oromits or will omit to state a material fact necessary to make such representation orwarranty not misleading;

o. no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to anyperson by way of fees, commission or otherwise for securing the Concession or enteringinto this Agreement or for influencing or attempting to influence any officer or employeeof the Authority in connection therewith;

p. all information provided by the {Selected Bidder/ Consortium Members} in response tothe Request for Proposal or otherwise, is to the best of itsknowledge and belief, true and accurate in all material respects;

q. all undertakings and obligations of the Concessionaire arising from the Request forProposal or otherwise shall be binding on theConcessionaire as if they form part of this Agreement.

r. it has the financial standing and capacity to undertake the Project in accordance withthe terms of this Agreement.

7.2 Representations and warranties of the Authority

The Authority represents and warrants to the Concessionaire that:

a. it has full power and authority to execute, deliver and perform its obligations under thisAgreement and to carry out the transactions contemplated herein and that it has taken allactions necessary to execute this Agreement, exercise its rights and perform itsobligations, under this Agreement;

b. it has taken all necessary actions under Applicable Laws to authorize the execution,delivery and performance of this Agreement;

c. it has the financial standing and capacity to perform its obligations under this Agreement;

d. this Agreement constitutes a legal, valid and binding obligation enforceable against it inaccordance with the terms hereof;

e. it has complied with Applicable Laws in all material respects;
f. it has good and valid right to the Site and has power and authority to grant a license inrespect thereto to the Concessionaire.

g. there are no actions, suits or proceedings pending or, to its knowledge, threatened againstit at law or in equity before any court or before any other judicial, quasi-judicial or otherGovernment Instrumentality, the outcome of which may result in the default or breach ofthis Agreement or which individually or in the aggregate may result in any materialadverse effect upon its ability to perform its obligations under this Agreement;

h. all information provided by it in response to the Request for Proposals, including amendments thereto or disclosures thereunder, in connectionwith the Project is, to the best of its knowledge and belief, true and accurate in all materialrespects; and

i. upon the Concessionaire paying the Royalty and performing thecovenants herein, it shall not at any time during the term hereof, interfere with peacefulexercise of the rights and discharge of the obligations by the Concessionaire, except inaccordance with this Agreement.

7.3 Disclosure

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

ARTICLE 8

DISCLAIMER

8.1. Disclaimer

a. 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, Specifications and Standards, Site, existing structures, local conditions, physical qualities of ground, subsoil and geology, MSW waste characteristics, accessibility of site 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 shall have no claim whatsoever against the Authority in this regard.

b. The Concessionaire acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth in Clause8.1(a) above and hereby acknowledges and agrees that the Authority shall not be liable for the same in any manner whatsoever to the Concessionaire, {the Selected Bidder/ Consortium Members and its/ their Associates} or any person claiming through or under any of them.

c. The Parties agree that any mistake or error in or relating to any of the matters set forth in Clause8.1(a) above shall not vitiate this Agreement or render it voidable.

d. In the event that either Party becomes aware of any mistake or error relating to any of the matters set forth in Clause8.1(a)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(d) shall not prejudice the disclaimer of the Authority contained in Clause8.1(a) and shall not in any manner shift to the Authority any risks assumed by the Concessionaire pursuant to this Agreement.

e. Except as otherwise provided in this Agreement, all risks relating to the Project shall be borne by the Concessionaire and the Authority shall not be liable in any manner for such risks or the consequences thereof.

ARTICLE 9

PERFORMANCE SECURITY

9.1. Performance Security

The Concessionaire shall for due performance of its obligations hereunder, provide to the Authority an unconditional and irrevocable bank guarantee, in favour of the Authority encashable and enforceable at Chennaifor a sum of Rs.3,45,00,000 (Rupees Three Crore and forty Five Lakhs only) in the form set forth in Schedule-C (the"Performance Security"). Till such time the Concessionaire provides to Authority the Performance Security pursuant hereto, the bid security shall remain in full force and effect and upon such provision of the Performance Security pursuant hereto, the Authority shall release the Bid Security to the Concessionaire.

9.2. Appropriation of Performance Security

Upon occurrence of a Concessionaire Default or failure to meet any Condition Precedent, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitledto encash and appropriate from the Performance Security the amounts due to it for and in respectof such Concessionaire Default or for failure to meet any Condition Precedent. Upon suchencashment and appropriation from the Performance Security, the Concessionaire shall, within15 (fifteen) days thereof, replenish, in case of partial appropriation, to the original level of thePerformance Security, and in case of appropriation of the entire Performance Security provide afresh Performance Security, as the case may be, failing which the Authority shall be entitled toterminate this Agreement in accordance with Article 30. Upon such replenishment or furnishingof a fresh Performance Security, as the case may be, the Concessionaire shall be entitled to anadditional Cure Period of 90 (ninety) days for remedying the Concessionaire Default or forsatisfying any Condition Precedent, and in the event of the Concessionaire not curing its defaultor meeting such Condition Precedent within such Cure Period, the Authority shall be entitled toencash and appropriate such Performance Security as Damages, and to terminate this Agreementin accordance with Article 30.

9.3. Release of Performance Security

The Performance Security shall remain in force and effect throughout the period of ConcessionAgreement and shall be released within 3 (three) months after the expiry of Concession Period,provided, however, that the Performance Security shall not be released and shall be kept alive bythe Concessionaire if the Concessionaire is in breach of this Agreement. Upon request made bythe Concessionaire for release of the Performance Security

along with the particulars which establish satisfaction of the requirements specified in this Clause 9.3, the Authority shall releasethe Performance Security forthwith.

ARTICLE 10

PROJECT SITE

10.1. Project Site

The site 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 as a licensee under and in accordance with this Agreement (the "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 the Project as set forth in Schedule-A.

10.2. License, Access and Right of Way

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

b. In consideration of the License fee and Royalty, this Agreement and the covenants and warranties onthe part of the Concessionaire herein contained, the Authority, in accordance with the termsand conditions set forth herein, hereby grants to the Concessionaire, commencing from theAppointed Date, leave and license rights in respect of all the land (along with any buildings,constructions or immovable assets, if any, thereon) comprising the 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 develop, operate and maintain the said Licensed Premises,together with all and singular rights, liberties, privileges, easements and appurtenanceswhatsoever to the said Licensed Premises, hereditaments or premises or any part thereofbelonging to or in any way appurtenant thereto or enjoyed therewith, for the duration of theConcession Period and, for the purposes permitted under this Agreement, and for no otherpurpose whatsoever.

c. The license, access and right of way granted by this Agreement to the Concessionaire shallalways be subject to existing rights of way. It is expressly agreed that the license grantedhereunder shall terminate automatically and forthwith, without the need for any action to betaken by the Authority to terminate the license, upon the Termination of this Agreement for anyreason whatsoever. For the avoidance of doubt, the Parties expressly

agree that notwithstandingany temporary or permanent structures erected on the Site by the Concessionaire or its sublicensees,the license in respect of the Site shall automatically terminate, without any furtheract of the Parties, upon Termination of this Agreement.

d. The Concessionaire hereby irrevocably appoints the Authority (acting directly or through anominee) to be its true and lawful attorney, to execute and sign in the name of theConcessionaire a transfer or surrender of the license granted hereunder at any time after theConcession 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 theConcessionaire consents to it being registered for this purpose.

e. It is expressly agreed that trees on the Site are property of the Authority except that theConcessionaire shall be entitled to exercise usufructuary rights thereon during the ConcessionPeriod.

f. The Concessionaire shallallow access to and use of the Site for laying/installing/ maintaining telegraph lines, electric lines, gas linesof the Gas Authority of India Limited or for such other public purposes as the Authority may specify, providedthat such access or use shall not result in a Material Adverse Effect to the Concessionaire.

10.3. Site Data and Verification

a. The Authority has made available to the Concessionaireall relevant data, studies and reports in Authority's possession in connection with the Site.

b. The Concessionaire shall be deemed to have obtained all necessary information as to risks, contingenciesand other circumstances which may influence or affect the implementation of the Project at the Site.

c. The Concessionaire shall also be deemed to have inspected and examined the Site and its surroundings,analysed and verified the accuracy and reliability of the studies, reports and data provided by the Authority andany other information available with respect to the Sites and to have satisfied itself asto all the relevantmatters including:

   i. The nature of the Site, including the subsurface, hydrological, climatic and general physicalconditions of the Site;

   ii. The suitability of the Site for undertaking the construction and operation of the Project;

iii. the condition of the utilities available till the battery limits of the Site;

iv. the extent, nature and availability of labour, material, transport, accommodation, storage facilitiesand other facilities and resources necessary to undertake the Project;

v. the nature of design, construction work and O&M services necessary for the performance of itsobligations under this Agreement;

vi. Applicable Laws and Applicable Permits required to be obtained and maintained to undertake theProject;

vii. the risk of injury or damage to Adjoining Property and to the occupiers of such property or any otherrisk;

viii. the suitability and adequacy of any access roads to the Sites and other utilities and facilities to beprovided by the relevant Government Authority; and

ix. all other matters that may affect the performance of its obligations under this Agreement.

d. Subject to Clause 10.3, the Concessionaire acknowledges and agrees that if any error or discrepancy issubsequently discovered in the data made available by the Authority, then the Authority and the Concessionairemay mutually arrive at a decision regarding any extension of the Scheduled COD and/or compensation foradditional costs incurred caused due to such error or discrepancy. Provided that the Concessionaire shallnot be entitled to any extension as mentioned above, nor shall it be open to the Concessionaire to justifyany default or delay on the ground of the Concessionaire having not visited or acquainted itself with theSite and Sites' conditions in any manner whatsoever. Further, any misinterpretation of the data, studiesand reports provided by the Authority shall not relieve the Concessionaire from the performance of itsobligations under this Agreement on the ground that it could not reasonably be expected to have foreseenany of the matters listed in Clause 10.3.(c) above, which affect or may affect the Project or the performanceof any of its obligations under this Agreement.

10.4. Procurement of the Site

a. Pursuant to Clause 4.1.(a), the authorised representatives(as given in recitals) of the Authority and the Concessionaire shall, on mutually agreed date and time, inspectthe Site and prepare a memorandum containing an inventory of the Site including the vacant andunencumbered land, building, structures, road network, trees, pipelines and any other

immovable propertyon or attached to the Site. Such memorandum shall have appended thereto an appendix (the "Appendix")specifying in reasonable detail those parts of the Site to which vacant and unencumbered possession ofthe Site has not been granted to the Concessionaire. Signing of the memorandum, as above, by theauthorised representatives of the Parties shall, subject to the provision of Clause 10.1, be deemed toconstitute a valid handover of possession of the Site to the Concessionaire for free and unrestricted useand development of the vacant and unencumbered Site during the Concession Period under and inaccordance with the provisions of this Agreement and for no other purpose whatsoever. For avoidance ofdoubt, it is agreed that vacant and unencumbered possession of the Site in respect of those parts of theSite which have been set forth in the Appendix shall be deemed to have been granted to theConcessionaire upon vacant handover of possession being provided by the Authority to the Concessionaire.

b. In case of any dispute between the Concessionaire and the Authority in relation to the survey of the Project Site and the Appendix, the decision of the Authority shall prevail and shall be binding on the Concessionaire.

c. On and after signing the memorandum referred to in Clause 10.4.(a), and until the Transfer Date, theConcessionaire shall maintain a round-the-clock vigil over the Site and shall ensure that no encroachmentthereon takes place, and in the event of any encroachment or occupation on any part thereof, theConcessionaire shall report such encroachment or occupation forthwith to the Authority and undertake itsremoval at its cost and expense.

d. Upon receiving the Right of Way to and in respect of land included in the Appendix, the Concessionaire shall completethe Construction Work thereon within a period specified in this Agreement and in accordance with Good Industry Practice; provided that the issue of Provisional Completion Certificateshall not be affected or delayed on account of vacant possession of any part of Site was not handed overto the Concessionaire or any construction on such part of the Site remaining incomplete on the date ofTests on account of delay or denial of such possession thereto. For avoidance of doubt, it is expresslyagreed that Construction Work on all the land which has been handed over within 60days from the date ofsigning the Concession Agreement shall be completed before the Scheduled Completion Date.

e. Subject to the Sub-clauses of this Clause 10.4, the Authority hereby warrants that:

    i. The Site belongs to and is vested in the Authorityand that the Authority has full powers to hold, dispose of and deal with the same; consistent and interlaidwith the provisions of this Agreement and that the Concessionaire shall, in respect of the

Site, haveno liability regarding any compensation payment on account of land acquisition or rehabilitation/resettlement of any person affected thereby.

ii. The Concessionaire shall, subject to complying with the terms and conditions of this Agreement,remain in peaceful possession and enjoyment of the whole Site during the Concession Period.

10.5. Applicable Permits

The Concessionaire shall obtain and maintain the Applicable Permits in such sequence as is consistentwith the requirements of the Project. The Authority shall provide all necessary co-operation/ assistance forobtaining the permission. TheConcessionaire shall be responsible to be in compliance with the terms and conditions subject to whichApplicable Permits have been issued.

10.6. Site to be free from Encumbrances

Subject to the provisions of Clause 10.4, the Site shall be made available by the Authority to theConcessionaire pursuant hereto free from all Encumbrances and occupations and without theConcessionaire being required to make any payment to the Authority on account of any costs,compensation, expenses and charges for the acquisition and use of such Site for the duration ofthe Concession Period, except insofar as otherwise expressly provided in this Agreement. For theavoidance of doubt, it is agreed that existing rights of way, easements, privileges, liberties andappurtenances to the Licensed Premises shall not be deemed to be Encumbrances. It is furtheragreed that the Concessionaire accepts and undertakes to bear any and all risks arising out of theinadequacy or physical condition of the Site.

10.7. Protection of Site from encroachments

During the Concession Period, the Concessionaire shall protect the Site from any and all occupations,encroachments or Encumbrances, and shall not place or create nor permit any Contractor or other personclaiming through or under the Concessionaire to place or create any Encumbrance or security interestover all or any part of the Site or the Project Assets, or on any rights of the Concessionaire therein or underthis Agreement, save and except as otherwise expressly set forth in this Agreement.

10.8. Special/temporary right of way

The Concessionaire shall bear all costs and charges for any special or temporary right of wayrequired by it in connection with access to the Site. The Concessionaire shall obtain at its

cost such facilities on or outside the Site as may be required by it for the purposes of the Project andthe performance of its obligations under this Agreement.

10.9. Access to the Authority and Independent Engineer

The license, right of way and right to the Site granted to the Concessionaire hereunder shall always be subject to the rightof access of the Authority and the Independent Engineer and their employees and agents for inspection,viewing and exercise of their rights and performance of their obligations under this Agreement.

10.10. Geological and archaeological finds

It is expressly agreed that mining, geological or archaeological rights do not form part of the lease rightsgranted to the Concessionaire under this Agreement and the Concessionaire hereby acknowledges that itshall not have any mining rights or interest in the underlying minerals, fossils, antiquities, structures orother 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 GovernmentInstrumentality. The Concessionaire shall take all reasonable precautions to prevent its workmen or anyother person from removing or damaging such interest or property and shall inform the Authority forthwith ofthe discovery thereof and comply with such instructions as the concerned Government Instrumentality mayreasonably give for the removal of such property. For the avoidance of doubt, it is agreed that any reasonable expenses incurred by the Concessionaire hereunder shallbe reimbursed by the Authority. It is also agreed that the Authority shall procure that theinstructions hereunder are issued by the concerned Government Instrumentality within areasonable period so as to enable the Concessionaire to continue its Construction Works withsuch modifications as may be deemed necessary.

ARTICLE 11

UTILITIES, ASSOCIATED ROADS AND TREES

11.1. Existing utilities and roads

Notwithstanding anything to the contrary contained herein, the Concessionaire shall ensure thatthe respective entities owning the existing roads, right of way or utilities on, under or above theSite are enabled by it to keep such utilities in continuous satisfactory use, if necessary, byproviding suitable temporary or permanent diversions with the authority of the controlling bodyof that road, right of way or utility, and the Authority shall, upon written request from theConcessionaire, initiate and undertake at the Concessionaire's cost, legal proceedings foracquisition of any right of way necessary for such diversion.

11.2. Shifting of obstructing utilities

The Concessionaire shall, subject to Applicable Laws and with assistance of the Authority,undertake shifting of any utility including electric lines, water pipes and telephone cables, to anappropriate location or alignment within or outside the Site if and only if such utility causes orshall cause a material adverse effect on the construction, operation or maintenance of the Project.The cost of such shifting shall be borne by the Authority or by the entity owning such utility, ifthe Authority so directs, and in the event of any delay in shifting thereof, the Concessionaire shallbe excused for failure to perform any of its obligations hereunder if such failure is a directconsequence of delay on the part of the entity owning such electric lines, water pipes or telephonecables, as the case may be.

11.3. New utilities and roads

The Concessionaire shall allow, subject to such conditions as the Authority may specify, accessto, and use of the Site for laying telephone lines, water pipes, electric cables or other publicutilities. Where such access or use causes any financial loss to the Concessionaire, it mayrequirethe user of the Site to pay compensation or damages as per Applicable Laws. For the avoidanceof doubt, it is agreed that use of the Site under this Clause 11.3 shall not in any manner relievethe Concessionaire of its obligation to maintain the Project in accordance with this Agreementand any damage caused by such use shall be restored forthwith.

11.4. Felling of trees

The Authority shall assist the Concessionaire in obtaining the Applicable Permits for felling of

trees to be identified by the Authority for this purpose if and only if such trees cause a materialadverse effect on the construction, operation or maintenance of the Project. The cost of suchfelling shall be borne by the Authority, and in the event of any delay in felling thereof for reasonsbeyond the control of the Concessionaire, it shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay in the felling of trees. Forthe avoidance of doubt, the Parties hereto agree that the felled trees shall be deemed to be ownedby the Authority and shall be disposed in such manner and subject to such conditions as theAuthority may in its sole discretion deem appropriate.

ARTICLE 12

CONSTRUCTION OF THE PROJECT

12.1. Obligations prior to commencement of construction

Prior to commencement of Construction Works, the Concessionaire shall:

a. submit to the Authority and the Independent Engineer its detailed design, constructionmethodology, quality assurance procedures, and the procurement, engineering andconstruction time schedule for completion of the Project in accordance with the ProjectCompletion Schedule as set forth in Schedule-D.

b. appoint its representative duly authorized to deal with the Authority in respect of allmatters under or arising out of or relating to this Agreement.

c. undertake, do and perform all such acts, deeds and things as may be necessary orrequired before commencement of construction under and in accordance with thisAgreement, Applicable Laws and Applicable Permits.and

d. make its own arrangements for procurement of materials needed for theProject under and in accordance with Applicable Laws and Applicable Permits.

12.2. Drawings

In respect of the Concessionaire's obligations relating to the Drawings of the Project as set forthin Schedule-E, the following shall apply:

a. The Concessionaire shall prepare and submit, with reasonable promptness and in suchsequence as is consistent with the construction requirements, submit a copy of each of the drawings as mentioned in Schedule-Eto the Authority and Independent Engineer.

b. By submitting the Drawings to the Independent Engineer and the Authority pursuant to the preceding clause 12.2.(a), theConcessionaire shall be deemed to have represented that it has determined and verifiedthat the design and engineering, including the field construction criteria related thereto,are in conformity with the construction requirements, Scope of the Project, Specifications and Standards,Applicable Laws and Good Industry Practice.

c. Within 15 (fifteen) days of the receipt of the Drawings, the Independent Engineer shallreview the same taking into account, inter-alia comments of the Authority if any and convey its comments / observations to the Concessionaire with particularreference to their conformity or otherwise with the Scope of the Project and theSpecifications and Standards.

d. If the aforesaid comments / observations of the Independent Engineer indicate that the Drawingsare not in conformity with the Scope of the Project or the Specifications and Standards,such Drawings shall be revised by the Concessionaire and resubmitted to theIndependent Engineer for review. The Independent Engineer shall give its observations,if any, within 7 (seven) days of receipt of the revised Drawings, which shall be taken into account by the Concessionaire while finalising the drawings.

e. If, within the period stipulated in the preceding Clauses 12.2.(c) and 12.2.(d), the Independent Engineer does not respond to the drawings submitted to it, the Concessionaire shall be entitled to proceed withthe Construction Works on the basis of such drawings submitted by it to the Independent Engineer,and intimate the same to the Authority. The same should be highlighted in the periodic reporting by theConcessionaire.

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

g. The Concessionaire shall be responsible for delays in meeting the Construction Requirements caused by reason of any drawings not being in conformity with the Construction Requirements and shall not be entitled to seek any relief in that regard from the Authority.

h. Within 90 (ninety) days of COD, the Concessionaire shall furnish to the Authority andthe Independent Engineer a complete set of as-built Drawings, in 2 (two) hard copiesand in its editable digital format or in such other medium or manner as may beacceptable to the Authority, reflecting the Project as actually designed, engineered andconstructed, including an as-built survey illustrating the layout of the Project andsetback lines, if any, of the buildings and structures forming part of Project Facilities.

12.3. Construction of the Project

a. On or after the Appointed Date, the Concessionaire shall undertake construction of the Projectin conformity with the Specifications andStandards set forth in Schedule-H and drawings including installation of machineries and equipments. The [11th (Eleventhmonth)] from theAppointed Date shall be the scheduled date for completion of the Project (the "ScheduledCompletion Date") and the Concessionaire agrees and undertakes that the Project shall becompleted on or before the Scheduled Completion Date.

b. The Concessionaire shall construct the Project in accordance with the Project CompletionSchedule set forth in Schedule-D. In the event that the Concessionaire fails to achieve anyProject Milestone within a period of 60 (sixty) days from the date set forth for such ProjectMilestone in Schedule-D, unless such failure has occurred due to Force Majeure or for reasonsattributable to the Authority, it shall pay Damages to the Authority in a sum calculated at therate of 0.1% (zero point one percent) of the amount of Performance Security for delay of eachday until such Project Milestone is achieved; provided that if any or all Project Milestones orthe Scheduled Completion Date are extended in accordance with the provisions of thisAgreement, the dates set forth in Schedule-D shall be deemed to be modified accordingly andthe provisions of this Agreement shall apply as if Schedule-D has been amended as above;provided further that in the event COD is achieved on or before the Scheduled CompletionDate, the Damages paid under this Clause 12.3.(b) shall be refunded by the Authority to theConcessionaire, but without any interest thereon. For the avoidance of doubt, it is agreed thatrecovery of Damages under this Clause 12.3.(b) shall be without prejudice to the rights of theAuthority under this Agreement, including the right of Termination thereof.

c. In the event that the Project is not completed and COD does not occur within 180 (one hundredand eighty) days from the Scheduled Completion Date, unless the delay is on account of reasons attributable to the Authority or due to Force Majeure, the Authority shall be entitled to terminatethis Agreement.

12.4. Maintenance during Construction Period

a. During the Construction Period, the Concessionaire shall maintain, at its cost, the existingProject Facilities (if any) and shall undertake the necessary repair and maintenance works forthis purpose; provided that the Concessionaire may, at its cost, interrupt and divert the Users,if any and other persons if such interruption and diversion is necessary for the efficient progressof Construction Works and conforms to Good Industry Practice; provided further that suchinterruption and diversion shall be undertaken by the Concessionaire only with the prior writtenapproval of the Independent Engineer which approval shall not be unreasonably withheld. Forthe avoidance of doubt,

it is agreed that the Concessionaire shall at all times be responsible forensuring safe operation of the Project.

b. In the event of default by the Concessionaire in discharging the obligations specified in Clause12.4.(a), and the Concessionaire fails to cure the default within a period of 60 (sixty) days,the Authority may levy and recover Damages equal to 0.2% (zero point two percent)of the Performance Security for each day of default hereunder.

ARTICLE 13

MONITORING OF CONSTRUCTION

13.1. Monthly progress reports

During the Construction Period, the Concessionaire shall, no later than 7 (seven) days after theclose of each month, furnish to the Authority and the Independent Engineer a monthly report onprogress of the Construction Works and shall promptly give such other relevant information asmay be required by the Independent Engineer and/or the Authority.

13.2. Inspection

During the Construction Period, the Independent Engineer shall inspect the Project at least oncea month and make a report of such inspection (the "Inspection Report") stating inreasonabledetail the defects or deficiencies, if any, with particular reference to the Project CompletionSchedule, Scope of the Project and Specifications and Standards. The Independent Engineer shallsend a copy of the Inspection Report to the Authority and the Concessionaire within 7 (seven)days of such inspection and upon receipt thereof, the Concessionaire shall rectify and remedy thedefects or deficiencies, if any, stated in the Inspection Report. Such inspection or submission ofInspection Report by the Independent Engineer shall not relieve or absolve the Concessionaireof its obligations and liabilities hereunder in any manner whatsoever.

13.3. Tests

a. For determining that the Construction Works conform to the Specifications and Standards, theIndependent Engineer shall require the Concessionaire to carry out or cause to be carried outtests, at such time and frequency and in such manner as may be specified by the IndependentEngineer from time to time, in accordance with Good Industry Practice for quality assurance.The size of sample for such tests shall, to the extent possible, not exceed 10% (ten percent) ofthe quantity and/or number of tests that the owner or builder of such works would normallyundertake in accordance with Good Industry Practice. The Concessionaire shall, with duediligence, carry out or cause to be carried out all the tests in accordance with the instructions ofthe Independent Engineer and furnish the results thereof to the Independent Engineer. One halfof the costs incurred on such tests, and to the extent certified by the Independent Engineer asreasonable, shall be reimbursed by the Authority to the Concessionaire. Provided, however,that the Independent Engineer may, instead of carrying out the tests specified hereunder, at itsoption decide to witness, or participate in, any of the tests to be undertaken by

theConcessionaire for its own quality assurance in accordance with Good Industry Practice, andin such an event, the Concessionaire shall cooperate with, and provide the necessary assistanceto, the Independent Engineer for discharging its functions hereunder. For the avoidance ofdoubt, the costs to be incurred on any test which is undertaken for determining the rectificationof any defect or deficiency in construction shall be borne solely by the Concessionaire.

b. In the event that results of any tests conducted under this Clause 13.3 establish any defects ordeficiencies in the Construction Works, the Concessionaire shall carry out remedial measuresand furnish a report to the Independent Engineer in this behalf. The Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests to determine that suchremedial measures have brought the Construction Works into compliance with theSpecifications and Standards, and the procedure set forth in this Clause 13.3 shall be repeateduntil such Construction Works conform to the Specifications and Standards. For the avoidanceof doubt, it is agreed that tests pursuant to this Clause 13.3 shall be undertaken in addition toand independent of the tests that shall be carried out by the Concessionaire for its own qualityassurance in accordance with Good Industry Practice. It is also agreed that a copy of the resultsof such tests shall be sent by the Concessionaire to the Independent Engineer forthwith.

13.4. Delays during construction

Without prejudice to the provisions of Clause 12.3.(b), if the Concessionaire does not achieve anyof the Project Milestones or the Independent Engineer shall have reasonably determined that therate of progress of Construction Works is such that the Project is not likely to be completed bythe Scheduled Completion Date, it shall notify the Concessionaire to this effect, and theConcessionaire shall, within 15 (fifteen) days of such notice, by a communication inform theIndependent Engineer in reasonable detail about the steps it proposes to take to expedite progressand the period within which it shall achieve COD.

13.5. Suspension of unsafe Construction Works

a. Upon recommendation of the Independent Engineer to this effect, the Authority may by noticerequire the Concessionaire to suspend forthwith the whole or any part of the ConstructionWorks if, in the reasonable opinion of the Authority, such work threatens the safety of the Usersand pedestrians. Provided, however, that in case of an Emergency, the Authority may suo motoissue the notice referred to hereinabove.

b. The Concessionaire shall, pursuant to the notice under Clause 13.5.(a), suspend the ConstructionWorks or any part thereof for such time and in such manner as may be

specified by the Authorityand thereupon carry out remedial measures to secure the safety of suspended works and theUsers. The Concessionaire may, by notice, require the Independent Engineer to inspect suchremedial measures forthwith and make a report to the Authority recommending whether or notthe suspension hereunder may be revoked. Upon receiving the recommendations of theIndependent Engineer, the Authority shall either revoke such suspension or instruct theConcessionaire to carry out such other and further remedial measures as may be necessary inthe reasonable opinion of the Authority, and the procedure set forth in this Clause 13.5 shall berepeated until the suspension hereunder is revoked.

c. Subject to the provisions of Clause 27.7, all reasonable costs incurred for maintaining andprotecting the Construction Works or part thereof during the period of suspension (the"Preservation Costs") shall be borne by the Concessionaire; provided that if the suspension has occurred as a result of any breach of this Agreement by the Authority, the PreservationCosts shall be borne by the Authority.

d. If suspension of Construction Works is for reasons not attributable to the Concessionaire, theIndependent Engineer shall determine any extension of the dates set forth in the ProjectCompletion Schedule to which the Concessionaire is reasonably entitled, and shall notify theAuthority accordingly whereupon the Authority shall extend such Project Completion Scheduledates in accordance with the recommendations of the Independent Engineer. In the event thatthe Scheduled Completion Date is extended pursuant hereto, the Concession Period shall bedeemed to be extended by a period equal in length to the period of extension of the ScheduledCompletion Date.

13.6. Video recording

During the Construction Period, the Concessionaire shall provide to the Authority for everycalendar quarter, a video recording, which will be compiled into a 3 (three) hour digital videodisc or any substitute thereof, covering the status and progress of Construction Works in thatquarter. The first such video recording shall be provided to the Authority within 7 (seven)daysof the Appointed Date and thereafter, no later than 15 (fifteen) days after the close of each quarter.

ARTICLE 14

COMPLETION CERTIFICATE

14.1. Tests

a. No later than 30 (thirty) days prior to the likely completion of the construction of the Project facilities, the Concessionaireshall notify the Independent Engineer of its intent to subject the Construction works to Tests. The date andtime of each of the Tests shall be determined by the Independent Engineer in consultation withthe Concessionaire, and notified to the Authority who may designate its representative towitness the Tests. The Concessionaire shall provide such assistance as the IndependentEngineer may reasonably require for conducting the Tests. In the event of the Concessionaireand the Independent Engineer failing to mutually agree on the dates for conducting the Tests,the Concessionaire shall fix the dates by not less than 10 (ten) days' notice to the IndependentEngineer, and in the event the Independent Engineer delays the Tests hereunder, the Authorityshall ensure that Tests arecompleted in time either by the Independent Engineer or any substitute thereof.

b. All Tests shall be conducted in accordance with Schedule-F at the cost and expense of theConcessionaire. The Independent Engineer shall observe, monitor and review the results of theTests to determine compliance of the Project with Specifications and Standards and if it isreasonably anticipated or determined by the Independent Engineer during the course of anyTest that the performance of the Project or any part thereof does not meet the Specificationsand Standards, it shall have the right to suspend or delay such Test and require theConcessionaire to remedy and rectify the defects or deficiencies. Upon completion of each Test,the Independent Engineer shall provide to the Concessionaire and the Authority copies of allTest data including detailed Test results. For the avoidance of doubt, it is expressly agreed thatthe Independent Engineer may require the Concessionaire to carry out or cause to be carriedout additional Tests, in accordance with Good Industry Practice, for determining thecompliance of the Project with Specifications and Standards.

14.2. Completion Certificate

Upon completion of Construction Works including installation of machineries and equipmentsand the Independent Engineer determining the Tests tobe successful, it shall forthwith issue to the Concessionaire and the Authority a certificatesubstantially in the form set forth in Schedule-G (the "Completion Certificate").

14.3. Provisional Certificate

The Independent Engineer may, at the request of the Concessionaire, issue a provisionalcertificate of completion substantially in the form set forth in Schedule-G (the "ProvisionalCertificate") if the Tests are successful and the Project can be safely and reliably placed incommercial operation though certain works or things forming part thereof are outstanding andnot yet complete. In such an event, the Provisional Certificate shall have appended thereto a listof outstanding items signed jointly by the Independent Engineer and the Concessionaire (the"Punch List"); provided that the Independent Engineer shall not withhold the Provisional Certificate for reason of any work remaining incomplete if the delay in completion thereof isattributable to the Authority.

14.4. Completion of Punch List Items

a. All items in the Punch List shall be completed by the Concessionaire within 90 (ninety) daysfrom the date of issue of the Provisional Certificate and for any delay thereafter, other than forreasons solely attributable to the Authority or due to Force Majeure, the Authority shall beentitled to recover Damages from the Concessionaire to be calculated and paid for each day ofdelay until all items are completed, at the lower of (a) 0.1% (zero point one percent) of thePerformance Security, and (b) 0.2% (zero point two percent) of the cost ofcompleting such items as estimated by the Independent Engineer. Subject to payment of suchDamages, the Concessionaire shall be entitled to a further period not exceeding 120 (onehundred and twenty) days for completion of the Punch List items. For the avoidance of doubt,it is agreed that if completion of any item is delayed for reasons solely attributable to theAuthority or due to Force Majeure, the completion date thereof shall be determined by theIndependent Engineer in accordance with Good Industry Practice, and such completion dateshall be deemed to be the date of issue of the Provisional Certificate for the purposes ofDamages, if any, payable for such item under this Clause 14.4.(a).

b. Upon completion of all Punch List items, the Independent Engineer shall issue the CompletionCertificate. Failure of the Concessionaire to complete all the Punch List items within the timeset forth in Clause 14.4.(a) for any reason, other than conditions constituting Force Majeure orfor reasons solely attributable to the Authority, shall entitle the Authority to terminate thisAgreement.

14.5. Withholding of Provisional or Completion Certificate

a. If the Independent Engineer determines that the Project or any part thereof does not conform tothe provisions of this Agreement and cannot be safely and reliably placed in commercialoperation; it shall forthwith make a report in this behalf and send copies thereof to the Authorityand the Concessionaire. Upon receipt of such a report from the Independent Engineer and afterconducting its own inspection, if the Authority is of the opinion that the Project is not fit andsafe 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 theIndependent Engineer to withhold issuance of the Provisional Certificate or CompletionCertificate, as the case may be. Upon receipt of such notice, the Concessionaire shall remedyand rectify such defects or deficiencies and thereupon Tests shall be undertaken in accordancewith this Article 14. Such procedure shall be repeated as necessary until the defects ordeficiencies are rectified.

b. Notwithstanding anything to the contrary contained in Clause 14.5.(a), the Authority may, at anytime after receiving a report from the Independent Engineer under that Clause, direct the Independent Engineer to issue a Provisional Certificate under Clause 14.3, and such directionshall be complied forthwith.

14.6. Rescheduling of Tests

If the Independent Engineer certifies to the Authority and the Concessionaire that it is unable toissue the Completion Certificate, as the case may be, because of events or circumstances onaccount of which the Tests could not be held or had to be suspended, the Concessionaire shall beentitled to re-schedule the Tests and hold the same as soon as reasonably practicable.

ARTICLE 15

ENTRY INTO COMMERCIAL SERVICE

15.1. Commercial Operation Date (COD)

The Project shall be deemed to be complete when the Completion Certificate or the ProvisionalCertificate, as the case may be is issued under the provisions of Article 14, and accordingly thecommercial operation date of the Project shall be the date on which such Completion Certificateor the Provisional Certificate is issued (the "COD"). The Project shall enter into commercialservice on COD whereupon the Concessionaire shall be entitled to receive the Assured Quantity of waste from the Authority.

15.2. Damages for delay

Subject to the provisions of Clause 12.3, if COD does not occur prior to the 91st (ninety first) day after the Scheduled Completion Date, unless the delay is on account of reasons attributableto the Authority or due to Force Majeure, the Concessionaire shall pay Damages to the Authorityin a sum calculated at the rate of 0.1% (zero point one percent) of the amount of PerformanceSecurity for delay of each day until COD is achieved. In the event, the Concessionaire fails toachieve COD within a period of 180 (one hundred and eighty) days from Scheduled CompletionDate, without prejudice to the other rights of the Authority under this Agreement, the Authorityshall have the right to terminate the Agreement for Concessionaire Default.

Article 16

CHANGE OF SCOPE

16.1. Change of Scope

a. The Authority may, notwithstanding anything to the contrary contained in thisAgreement, require the provision of additional works and services which are notincluded in the Scope of the Project as contemplated by this Agreement (the "Changeof Scope"). Any such Change of Scope shall be made in accordance with the provisionsof this Article 16 and the costs thereof shall be expended by the Concessionaire andreimbursed to it by the Authority in accordance with Clause 16.3.

b. If the Concessionaire determines at any time that a Change of Scope is necessary forproviding safer and improved Waste Management Services, it shall by notice in writing requirethe Authority to consider such Change of Scope. The Authority shall, within [15(fifteen)] days of receipt of such notice, either accept such Change of Scope withmodifications, if any, and initiate proceedings therefore in accordance with this Article16 or inform the Concessionaire in writing of its reasons for not accepting such Changeof Scope.

c. Any works or services which are provided under and in accordance with this Article16 shall form part of the Project and the provisions of thisAgreement shall apply mutatis mutandis to such works or services.

16.2. Procedure for Change of Scope

a. In the event of the Authority determining that a Change of Scope is necessary, it shall issue tothe Concessionaire a notice specifying in reasonable detail the works and services contemplatedthereunder (the "Change of Scope Notice").

b. Upon receipt of a Change of Scope Notice, the Concessionaire shall, with due diligence, provideto the Authority such information as is necessary, together with preliminary Documents insupport of:

    i. the impact, if any, which the Change of Scope is likely to have on the ProjectCompletion Schedule if the works or services are required to be carried out during theConstruction Period;

ii. the options for implementing the proposed Change of Scope and the effect, if any, eachsuch option would have on the costs and time thereof, including a detailed breakdownby work classifications specifying the material and labour costs calculated inaccordance with the schedule of rates applicable to the works assigned by the Authorityto its contractors, any impact on the operations or the cost of operation of the Project and Project Infrastructure, along with the proposed premium or discount on such rates;provided that the cost incurred by the Concessionaire in providing such informationshall be reimbursed by the Authority to the extent such cost is certified by theIndependent Engineer as reasonable; and

iii. its likely impact on the Gross Revenue and profitability of the Project.

c. Upon receipt of information set forth in Clause16.2.(b), if the Authority decides to proceed withthe Change of Scope, it shall convey its preferred option to the Concessionaire, and the Partiesshall, with assistance, thereupon of the Independent Engineer, make good faith efforts to agreeupon the time and costs for implementation thereof. Upon reaching an agreement, the Authorityshall issue an order (the "Change of Scope Order") requiring the Concessionaire to proceedwith the performance thereof. In the event that the Parties are unable to agree, the Authoritymay, by issuing a Change of Scope Order, require the Concessionaire to proceed with theperformance thereof pending resolution of the Dispute.

d. The provisions of this Agreement, insofar as they relate to Development Works and Tests, shallapply mutatis mutandis to the works undertaken by the Concessionaire under this Article 16.

16.3. Payment for Change of Scope

Within [7 (seven)] days of issuing a Change of Scope Order, the Authority shall make an advance payment to the Concessionaire of a sum equal to [20% (twenty percent)] of the cost of Change of Scope as agreed hereunder, and in the event of a Dispute, [20% (twenty percent)] of the cost assessed by the Independent Engineer. The Concessionaire shall, after commencementof work, present to the Authority bills for payment in respect of the works in progress or completed works, as the case may be, supported by such Documents as is reasonably sufficientfor the Authority to determine the accuracy thereof. Within [30 (thirty)] days of receipt of suchbills, the Authority shall disburse to the Concessionaire such amounts as are certified by theIndependent Engineer, as reasonable and after making a proportionate deduction for the advancepayment made hereunder, and in the event of any Dispute, final

adjustments thereto shall bemade under and in accordance with the Dispute Resolution Procedure.

16.4. Restrictions on certain works

a. Notwithstanding anything to the contrary contained in this Article 16, the Authority shall notrequire the Concessionaire to undertake any works or services if such works or services arelikely to delay the completion of the Project by the Scheduled Completion Date; provided that in the event that the Authority considers suchworks or services to be essential, it may issue a Change of Scope Order, subject to the conditionthat the works forming part of or affected by such order shall not be reckoned for the purposesof determining completion of the Project and issuing the Provisional Completion Certificate.

b. Notwithstanding anything to the contrary contained in this Article 16, the Concessionaire shallbe entitled to nullify any Change of Scope Order if it causes the cumulative costs relating to allthe Change of Scope Orders to exceed [10% (ten percent)] of the total project cost in any continuous period of[3 (three)] years immediately preceding the date of such Change of Scope Order or if suchcumulative costs exceed [25% (twenty five percent)] of the total project cost at any time duringthe Concession Period.

16.5. Financing by the Concessionaire

Notwithstanding anything to the contrary contained in this Article 16, the Parties may, subject to this Article 16.5 agree on determining the Change of Scope which may be financed partly orentirely by the Concessionaire, if such arrangement enables the Concessionaire to provide thefinancing and undertake its recovery in accordance with the provisions of this Agreement.

ARTICLE17

OPERATION AND MAINTENANCE

17.1. Operation & Maintenance Requirements

The Concessionaire shall procure that at all times during the Operation Period, the Project conforms to the operation & maintenance requirements set forth in ScheduleI (the "Operation & MaintenanceRequirements").

17.2. Operation & Maintenance Manual

a. At least [60 (sixty)] days prior to the Scheduled COD, the Concessionaire shall prepare and submit adetailed O&M Plan for the Project Facilities based on the Proposed Technology and in accordance withthe Technical Specifications, EMP, applicable Laws and Applicable Permits. The O&M Planshall specify the operation procedures and maintenance procedures (separately for each component ofthe Project Facilities). If there are any errors or deficiencies in the Technical Specifications, the O&M Planshall take in account, address or rectify such errors or deficiencies.

b. The Authority and the Independent Engineer shall review and provide comments, if any, on the draft O&MPlan to the Concessionaire or notify the Concessionaire of their approval of the draft O&M Plan, within[30 (thirty)] days from the date of receipt of the draft O&M Plan from the Concessionaire. The Authoritymay require the Concessionaire to amend or modify the draft O&M Plan if the Authority or the IndependentEngineer identify any deficiencies, inaccuracies or shortcomings in the draft O&M Plan. If theConcessionaire receives any comments, suggestions or instructions to modify the draft O&M Plan fromthe Authority or the Independent Engineer, then the Concessionaire shall modify the draft O&M Plan tocorrect any shortcomings, inaccuracies or deficiencies identified by the Authority or the IndependentEngineer and/or address, in writing, the Authority's and/or the Independent Engineer's comments on thedraft O&M Plan and submit the revised O&M Plan to the Authority and the Independent Engineer for theirapproval. The process set out in this Clause 17.2.(b) shall continue until the O&M Plan is approved by theAuthority and the Independent Engineer in accordance with this Clause 17.2.(b). The Concessionaire shallsubmit [4 (four)] hard copies and [1 (one)] soft copy on a USB drive or through email of the approved O&MPlan to the Authority.

c. The Concessionaire shall revise the O&M Plan as and when the Concessionaire thinks it necessary to doso and in such case the provisions of Clause 17.2.(b) will apply as is to the approval of the revised plan.

d. The Concessionaire shall undertake the O&M of the Project Facilities strictly in accordance with theapproved O&M Plan. The Concessionaire shall not deviate from or make any amendment to the approvedO&M Plan without the prior written approval of the Authority. The Concessionaire shall not commenceoperation of the Project Facilities prior to approval of the O&M Plan in accordance with this Clause 17.2.

e. Notwithstanding any approval of the O&M Plan by the Authority, the Concessionaire shall bear all risk,responsibility and liability for the suitability, accuracy, adequacy and practicality of the O&M Plan. TheConcessionaire shall not be entitled to any extension of time and/or costs incurred in the preparation of orupdating the O&M Plan and complying with the requirements of this Clause 17.2.

17.3. Waste Acceptance and Rejection Plan

a. At least [60 (sixty)] days prior to the Scheduled COD, the Concessionaire shall prepare and submit a WasteAcceptance and Rejection Plan for the Bio-CNG Facility. The Waste Acceptance and Rejection Plan shallspecify the procedures to be followed by the Parties in relation to the delivery, acceptance and rejectionof waste delivered by the Authority (or any C&T Contractors on behalf of the Authority) at the ReceiptPoint, including any rejection of Prohibited Waste.

b. The Waste Acceptance and Rejection Plan shall set out the methodology that the Concessionaireproposes to use when inspecting, testing, processing and disposing of waste that is delivered at theReceipt Point. In particular, the Waste Acceptance and Rejection Plan shall detail the manner in whichany Accepted Waste that is delivered shall be Segregated by pre-treatment such that any BiodegradableWaste that is capable of being processed at the Bio-CNG Facility is set aside for processing at the Bio-CNG Facilityto produce the Bio-CNG, and any Residual Waste is separated, stored and disposed of in accordancewith the requirements of this Agreement.

c. The Authority and the Independent Engineer shall review and provide comments, if any, on the draft WasteAcceptance and Rejection Plan to the Concessionaire or notify the Concessionaire of their approval of thedraft Waste Acceptance and Rejection Plan within [30 (thirty)] days from the date of receipt of the draftWaste Acceptance and Rejection Plan from the Concessionaire. The Authority may require theConcessionaire to amend or modify the draft Waste Acceptance and Rejection Plan if the Authority or theIndependent Engineer identify any deficiencies, inaccuracies or shortcomings in the

draft WasteAcceptance and Rejection Plan. If the Concessionaire receives any comments, suggestions or instructionsto modify the draft Waste Acceptance and Rejection Plan from the Authority or the Independent Engineer,then the Concessionaire shall modify the draft Waste Acceptance and Rejection Plan to correct anyshortcomings, inaccuracies or deficiencies identified by the Authority or the Independent Engineer and/oraddress, in writing, the Authority's and/or the Independent Engineer's comments on the draft WasteAcceptance and Rejection Plan and submit the revised Waste Acceptance and Rejection Plan to Authorityand the Independent Engineer for their approval. The process set out in this Clause 17.3.(c) shall continueuntil the Waste Acceptance and Rejection Plan is approved by the Authority and the Independent Engineerin accordance with this Clause 17.3.(c). The Concessionaire shall submit [4 (four)] hard copies and [1 (one)]soft copy on a USB drive or through email of the approved Waste Acceptance and Rejection Plan to theAuthority.

d. The Concessionaire shall revise the Waste Acceptance and Rejection Plan as and when theConcessionaire thinks it necessary to do so and in such case the provisions of Clause 17.3.(c) will apply asis to the approval of the revised plan.

e. The Authority (or any C&T Contractors on behalf of the Authority) shall deliver waste to the Concessionaireat the Receipt Point strictly in accordance with the approved Waste Acceptance and Rejection Plan. TheConcessionaire shall also ensure that any acceptance and/or rejection of waste that is delivered at theReceipt Point, is done strictly in accordance with the approved Waste Acceptance and Rejection Plan. TheConcessionaire shall not commence operation of the Project Facilities prior to approval of the WasteAcceptance and Rejection Plan in accordance with this Clause 17.3.

f. Notwithstanding any approval of the Waste Acceptance and Rejection Plan by the Authority, theConcessionaire shall bear all risk, responsibility and liability for the suitability, accuracy, adequacy andpracticality of the Waste Acceptance and Rejection Plan. The Concessionaire shall not be entitled to anyextension of time and/or costs incurred in the preparation of or updating the Waste Acceptance andRejection Plan and complying with the requirements of this Clause 17.3.

17.4. Concessionaire's rights and obligations during the O&M Period

a. The Concessionaire shall operate and maintain the Project Facilities in a manner that:

    i. results in the Project Facilities achieving the KPIs;

ii. is compliant with the O&M Standards, Applicable Law and the terms of Applicable Permits;

iii. ensures the Project Facilities are capable of handling and processing Acceptable Waste up to itsAssured Quantity on a daily basis, including handling, Pre-processing, processing, storing anddisposing of impurities maximum up to 20% (Twenty percent) of processed waste that is delivered atthe Receipt Point;

iv. is safe and reliable, subject to normal wear and tear of the Project Facilities;

v. ensures safe and reliable transportation of the Residual Inert Matter and/or any Residual Waste to theDelivery Point;

vi. ensures that there is no damage to or deterioration of the environment resulting from the operation ofthe Project Facilities;

vii. ensures that there is treatment/disposal as per statutory norms & maximum recycle of effluent fromthe operation of the Project Facilities including no leachate runoff from the processing of AcceptableWaste mixing with and polluting any surface water, ground water, stream, pond, or other waterbody/source;

viii. ensures that there is no leakage from the operations of the Project Facilities which could endangerthe environment, persons or property at or about the Site;

ix. ensures that the Project Facilities comply with all emission control norms specified under ApplicableLaw, failing which the Concessionaire shall be liable to pay any penalties and/or fines levied by anyGovernment Authority under Applicable Law;

x. ensures safe and proper handling of any Prohibited Waste delivered at the Site;

xi. is in compliance with the terms of the Offtake Agreements and Applicable Laws in relation to theproduction and delivery of the Bio-CNG at the location agreed with the Offtaker;

xii. ensures that the Bio-CNG meets the IS 16087: 2016 Standard at a minimum, or such higherstandard as may be prescribed under the Offtake Agreement;

xiii. maintains the safety and security of personnel, material and property at the Site, in accordance withthe approved EMP, Applicable Laws and Applicable Permits;

xiv. is in compliance with the technology license agreement(s) executed by the Concessionaire for thetechnology, processes, know-how and systems used or incorporated into the Project Facilities; and

xv. ensures that all waste materials and hazardous substances are stored and/or disposed in accordancewith the EMP, Applicable Laws and Applicable Permits.

b. During the O&M Period, the Concessionaire shall:

i. ensure that it reasonably considers and acts upon the comments/suggestions made by the Authorityand the Independent Engineer during any meetings of the Concessionaire with its Subcontractors;

ii. provide the Authority and the Independent Engineer with access to the Site to monitorand inspect the Project Facilities;

iii. ensure that all equipment, machinery, tools and other resources required to undertake the O&M ofthe Project Facilities are arranged for and take all reasonable measures to ensure that thetransportation of any of the Concessionaire's or the Subcontractors' personnel or equipment, to orfrom the Site, does not unreasonably hinder or cause excess interference with local traffic in thevicinity of the Site;

iv. install meters required for measuring the total volume of Bio-CNG produced by the Facility, ensurethat the meters installed are calibrated as per manufacture guidelines during the O&M Period inaccordance with Good Industry Practices and the Technical Specifications and bear all costs forinstallation, testing, calibration, maintenance, renewal and repair of meters installed; and

v. develop and implement a safety and surveillance programme for the Project Facilities and adoptappropriate measures and safeguards for the security of the environment, life, and property at theSite.

17.5. Delivery of Waste

a. Delivery of Acceptable Waste

i. From the COD and until the expiry of the Concession Period or early termination of this Agreement,the Authority shall, or shall cause its C&T Contractors to, deliver Acceptable Waste to theConcessionaire for processing at the Bio-CNG Facility, in accordance with the Acceptable Waste DeliverySchedule.

ii. The Acceptable Waste supplied by the Authority on any day shall not be less than 200 TPD (the "Guaranteed Acceptable Waste Quantity").

iii. If the Acceptable Waste delivered by the Authority on any day during the O&M Period is less than theDaily Guaranteed Acceptable Waste Quantity, then the Authority shall be liable to pay liquidateddamages to the Concessionaire in accordance with Clause 17.7. The liquidated damages payable by the Authority for the shortfall in supply of the Daily Guaranteed Acceptable Waste Quantities shall becalculated as per clause no 17.7 and payable on a monthly basis.

iv. The Concessionaire shall not accept any waste, including any Acceptable Waste,which is not delivered by the Authority, or any C&T Contractors appointed by Authority.

b. Delivery of Impurities in Acceptable Waste

i. The Authority shall ensure that the waste delivered to the Concessionaire at the Receipt Point on anyday of the O&M Period contain minimal impurities not exceeding 20%.

ii. If the amount of Waste delivered to the Concessionaire on any day contains Impurities more than20%, then the Concessionaire may in its sole discretion:

A. elect to Segregate, process and handle such Waste Quantity in accordance with Clause17.8, in which case such Waste Quantity shall be deemed to be Acceptable Waste for thepurpose of assessing if the Assured Quantity was delivered by the Authority to theConcessionaire under 17.5.(a) above; or

B. reject the Waste Quantity in accordance with Clause 17.6 below.

17.6. Weighment, Inspection, Acceptance, and Rejection of Waste

a. As part of the Associated Infrastructure, the Concessionaire shall provide weighbridges (Weighbridges), to weigh the waste delivered by the Authority (or any C&TContractors on behalf of the Authority) at the Receipt Point and the Residual Inert Matter generated fromthe operations of the Bio-CNG Facility.

b. The Concessionaire shall weigh each truck carrying a consignment of waste to the Site at theWeighbridges as follows:

i. Each truck entering the Site must obtain an identification number from the Concessionaire's personnelposted at the gate.

ii. At the Weighbridges, the weight of the truck loaded with the consignment of waste will be taken andthe Concessionaire shall record the following details (to the extent applicable) in the format to beapproved by the Authority as part of the O&M Plan:

- date of entry into the Site;
- registration number of the truck;
- time of entry into the Site;
- total weight of the truck; and
- zone/circle/ward from which the waste has been collected and delivered to theConcessionaire.

c. Visual Inspection prior to Unloading

i. Once a truck carrying a consignment of waste has been weighed at the Weighbridge, theConcessionaire shall undertake a visual inspection of the consignment ofwaste to determine if any Prohibited Waste or waste with impurities exceeding 20%.

ii. If, upon such visual inspection of a consignment of waste prior to unloading, the Concessionaire:

A. determines that such consignment includes any Prohibited Waste, then the Concessionairemay refuse to accept such consignment and proceed to reject the consignment withoutallowing it to be unloaded; or

B. determines that such consignment includes impurities more than 20% delivered at receiptpoint, then the Concessionaire may refuse to accept such Waste and reject the consignmentwithout allowing it to be unloaded; or

C. determines that such consignment includes impurities more than 20% delivered at receiptpoint, and where the Concessionaire elects to accept such Waste, it shall unload the Waste.

d. Inspection after Unloading

i. Once a truck carrying a consignment of waste has been weighed at the Weighbridge, and theConcessionaire has completed its visual inspection prior to unloading, then, subject to theConcessionaire's right to reject the entire consignment of waste in accordance with Clause 17.6.(c) above, the Concessionaire shall unload the waste for further inspection.

ii. If pursuant to a further inspection of a consignment of waste after unloading, the Concessionairedetermines that such consignment includes any Prohibited Waste or impurities exceeding 20%, thenthe Concessionaire shall:

A. proceed to weigh the Waste in order to determine the impurities and/ or

B. proceed to weigh the Prohibited Waste (if any) in order to determine the quantity ofProhibited Waste (the Unloaded Prohibited Waste Quantity).

C. If, there exists any Unloaded Prohibited Waste Quantity, or waste has impurities more than20% Impurities then the Concessionaire shall have the right to reject the UnloadedProhibited Waste Quantity and/ or Waste with impurities exceeding 20%.

D. The Concessionaire shall physically separate and set aside the Unloaded Prohibited WasteQuantity and/ or impurities exceeding 20% for inspection by the Independent Engineer.

E. The Concessionaire shall promptly (and in any event within 2 hours of delivery of therelevant consignment of waste that includes Prohibited Waste and/or with impuritiesexceeding 20%) notify the Authority of the rejection of any consignment of Prohibited Wasteand/or with impurities exceeding 20% Quantity, along with details of the truck carrying theProhibited Waste and/or Waste with impurities exceeding 20% and details of who suppliedthe Prohibited Waste and/or Waste with impurities exceeding 20% and such other detailsas the Authority may require.

F. Upon receipt of a notice from the Concessionaire regarding delivery of any Prohibited Wasteand/ or Waste with impurities exceeding 20% to the Site, the Authority shall have the rightto cause the Independent Engineer to inspect the relevant waste consignment within 12hours of receipt of such notice from the Concessionaire. If the Independent Engineercertifies that the impurities in the Waste does not exceeds 20% of Waste delivered at receiptpoint or the waste is not Prohibited Waste, then the Concessionaire shall be required toaccept the waste for processing and handling at the Bio-CNG Facility, in which case such wasteshall be deemed to be Acceptable Waste delivered to the Concessionaire for determining ifthe Authority has delivered the Assured Quantity of Acceptable Waste. If the IndependentEngineer certifies that the waste is Prohibited Waste and / or constitutes Waste withimpurities exceeding 20% which has been delivered, then, and subject to theConcessionaire's right under Clause 17.5.(b), the Authority shall (or shall cause the C&TContractors to) remove such waste from the Site.If the Authority chooses to accept the Concessionaire’s determination of Prohibited Wasteand / or Waste with impurities exceeding 20% (and not require the Independent Engineerto undertake a separate inspection), then, the Authority shall cause the Unloaded ProhibitedWaste Quantity, and/ or, subject to the Concessionaire's right under Clause 17.5.(b), theWaste with impurities exceeding 20% to be removed from the Site. All costs associated with the removal andtransportation of the Unloaded Prohibited Waste Quantity and/ or Waste with impuritiesexceeding 20% from the Site, shall be borne by Authority.

G. In handling any Prohibited Waste and / or Waste with impurities exceeding 20% that hasbeen delivered to the Site, the Concessionaire shall comply with the Waste Acceptance andRejection Plan, the EMP, Applicable Laws and Applicable Permits.

e. Calculation of the Acceptable Waste Delivered

i. After inspection and unloading of the waste, the Concessionaire shall weigh the truck at thetime of exit of the truck from the Site. The Concessionaire shall record the weight of the emptytruck or, the truck carrying the Prohibited Waste and/or Waste with impurities exceeding 20%not accepted in accordance with Clause 17.6.(c), as the case may be, and the time of exit of thetruck in the format to be approved by the Authority as part of the Waste Acceptance andRejection Plan.

ii. The difference between the weight of the truck carrying the waste, as recorded at the time of entry ofthe truck into the Site, and the weight of the truck recorded at the time the truck exits the Site, will betreated as the weight/volume of the total waste unloaded at the Receipt Point (the Total UnloadedWaste).

iii. The Total Unloaded Waste less any Unloaded Prohibited Waste Quantity and any Waste withimpurities exceeding 20% (other than any Waste with impurities exceeding 20% that theConcessionaire chooses to accept pursuant to Clause 17.5.(b)), will be treated as the weight/volumeof Acceptable Waste actually received by the Concessionaire for processing at the Bio-CNG Facility (theDaily Acceptable Waste Quantity). Provided that, any Waste with impurities exceeding 20% thatthe Concessionaire chooses to accept pursuant to Clause 17.5.(b) shall be counted towards the DailyAcceptable Waste Quantity received by the Concessionaire.

iv. The Daily Acceptable Waste Quantity, Waste with impurities exceeding 20%, Unloaded ProhibitedWaste Quantity and the Unloaded Quantity of Waste with Impurities exceeding 20%, and details specified in Clause 17.6.(b).(ii), will be recorded in a daily weight sheet, in the format approved by

theAuthority as part of the Waste Acceptance and Rejection Plan. The daily weight sheets must becertified by the Independent Engineer.

v. If the Weighbridges are unavailable for any reason, then the Concessionaire has to make alternatearrangements for weighing of trucks at its own cost and in a manner acceptable to the Authority andthe Independent Engineer. If the Concessionaire is unable to make acceptable alternatearrangements to weigh the trucks carrying the waste, then the following formula will be used toestimate the quantity of waste delivered to the Concessionaire on the days that the weighbridges areunavailable:

W = WAVG*N

Where,

W = weight of the Acceptable Waste delivered to the Concessionaire at the Receipt Point during the period when the Weighbridges are not available;

WAVG = the average Daily Acceptable Waste Quantity, per truck delivered at the Receipt Point over [30 (thirty)days] immediately preceding the date on which the Weighbridges were first unavailable; and

N = the number of truck loads of consignment of waste, received by the Concessionaire at the Receipt Point during the period that the Weighbridges are not available.

17.7. Guaranteed Waste Liquidated Damages

a. If the Acceptable Waste Quantity is less than the Guaranteed Acceptable Waste Quantity, then theAuthority shallbe liable to pay liquidated damages of ₹500 per MT to the Concessionaire for the shortfall quantity per day.

b. The Guaranteed Waste Liquidated Damages shall accrue on a daily basis, for each day there is a ShortfallQuantity, but will be calculated and adjusted against the monthly royalty payable by the Concessionaire to the Authority.

c. If there is a Shortfall Quantity on any day in a month, the Concessionaire shall, by the [15th(fifteenth) Day]of the immediately following month, prepare and submit to the Authority and the Independent Engineer astatement of such Guaranteed Waste Liquidated Damages for the previous month. The IndependentEngineer shall review the statement within 7 days of receipt and either accept the Concessionaire’s calculation of

the GuaranteedWaste Liquidated Damages, or reject such calculation, with reasons. If the Independent Engineer identifiesany discrepancy, inaccuracy or shortcoming in the statement, it shall require the Concessionaire to amendor modify the statement and the Concessionaire shall proceed to revise and re-submit the statement tothe Authority and the Independent Engineer.

d. Once the Independent Engineer approves the statement submitted by the Concessionaire, the Authority shall communicate the approval to the Concessionaire within 15 days of receipt and the Concessionaire shall adjust the Guaranteed Waste Liquidated Damages from the Royalty payable for the month.

17.8. Pre-processing of Acceptable Waste

a. The Concessionaire shall set up a Pre-processing facility in accordance with the Waste Acceptance andRejection Plan. The Pre-processing facility shall be setup in accordance with the Applicable law and the terms of any Applicable Permits and shall include providing adequate number ofsorting machines to sort and Segregate the Acceptable Waste.

b. The Concessionaire shall be required to provide at the Site adequate storage facilities for the variouswastes that are recovered after the Segregation of Waste.

c. Any Biodegradable Waste that is Segregated from the Acceptable Waste will be processed at the Bio-CNGFacility as if such waste was Acceptable Waste and any Recyclable Materials recovered from theSegregation of the Waste may be sold by the Concessionaire in accordance with Clause 17.10.

d. Any Residual Waste (including any Non-biodegradable Waste) left after Segregation of the Waste, andthat cannot be processed at the Project Facilities or be sold as Recyclable Materials, shall be delivered bythe Concessionaire at the Delivery Point for disposal in accordance with Clause 17.9.

17.9. Delivery of Residual Inert Matter and Residual Waste

a. The Concessionaire shall undertake transportation of theResidual Inert Matter and any Residual Waste to the Delivery Point and shall ensure that transportationvehicles are operated and maintained in a manner which poses no risk of harm or damage to theenvironment, life or property in the course of transportation to the relevant disposal or delivery location.

b. The Concessionaire shall load the Residual Inert Matter and/or any Residual Waste onto trucks and havethe weight of each truck taken at the Weighbridges. The Concessionaire shall record the following detailswith respect to each truck which is used to transport the Residual Inert Matter and/or any Residual Waste:

(i) date of exit from the Site;
(ii) registration number of the truck;
(iii) time of exit from the Site; and
(iv) total weight of the truck

c. The details specified in Clause 17.9.(b), shall be recorded in a daily weight sheet, in the format approved bythe Authority as part of the Waste Acceptance and Rejection Plan. The daily weight sheets must becertified by the Independent Engineer.

d. The Concessionaire shall be responsible for safe and reliable transportation of the Residual Inert Matterand/or any Residual Waste to the Delivery Point and ensure that there is no spillage or leakage whichcould cause public nuisance or otherwise endanger environment, life or property.

e. From the COD and until the expiry of the Concession Period, the Authority shall cause the Delivery point to accept the Residual Inert Matter and/or any Residual Waste for disposal.

f. The Delivery pointshall be within 30 kms from the Site.

17.10. Sale of Bio-CNG, By-Products and Recyclable Materials

a. Sale of Bio-CNG

i. The Concessionaire shall be free to store, use, appropriate, market and sell the Bio-CNG.

ii. The Concessionaire may sell the Bio-CNG, at such price and to such Person as it deems fit, andthe proceeds of such sale shall be to the account of the Concessionaire [subject to payment of License fee and Royalty to the Authority in accordance with Article 22].

iii. The Concessionaire shall enter into an Offtake Agreement with any Offtaker of the Bio-CNG andthe Bio-CNG shall be delivered at the delivery point agreed between the Concessionaire and the Offtaker.

iv. The Concessionaire shall be responsible for the transportation and delivery of the Bio-CNG to any Offtakerat its own cost, including for the cost of laying pipelines for the transportation of Bio-CNG and/or for thecost of arranging cylinders and cascades for transportation of Bio-CNG.

v. The Concessionaire shall ensure that any cylinder cascades, trucks, pipelines or other appropriatevehicles and / or infrastructure for the transport of the Bio-CNG, are deployed and maintained ingood working condition and designed, operated and maintained in a manner which poses no risk of harm or damage to the environment, life or property in the course of transportation to the relevantdelivery location.

vi. The Concessionaire shall maintain records of the quantumof the Bio-CNG sold and delivered. The Authority shall have theright to, at any time during the O&M Period, inspect the records maintained by the Concessionaire.

b. Sale of Recyclable Materials and By-Products

i. The Concessionaire shall, as a part of the Associated Infrastructure, create an area of storage at theSite for the By-Products and any material that is recyclable (Recyclable Material).

ii. The By-Products and the Recyclable Material shall be handled safely and stored by theConcessionaire in accordance with the EMP, Applicable Laws and Applicable Permits.

iii. The Concessionaire shall maintain records of the quantum of By-Products generated from the Project Facilities and the Recyclable Material recovered. The Authority shall have the right to, at any time during the O&M Period, inspectthe records maintained by the Concessionaire.

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iv. The Concessionaire shall be free to sell or otherwise dispose of the By-Product and /or the RecyclableMaterial, at such price and to such person as it deems fit, and the proceeds of such sale shall be tothe account of the Concessionaire [subject to payment of License fee and Royalty to the Authority in accordancewith Article 22].

v. The Concessionaire shall arrange for transportation of the By-Products and the Recyclable Materialfrom the Site, at its own cost.

17.11. Utilities

a. The Concessionaire shall maintain at its cost, all utilities necessary for undertaking the O&M of the ProjectFacilities, including all power connections, lighting facilities, telephone connections, internet connections,etc. at the Site.

b. The Concessionaire shall be responsible for arranging for adequate supply of water for use in theoperation of the Bio-CNG Facility during the O&M Period. The charges for any water supplied to theConcessionaire for utilization at the Bio-CNG Facility shall be as per the tariff to be notified by the relevant entity for water supply and the Concessionaire shall be responsible to pay allsuch charges directly to the relevant entity for water supply.

c. Notwithstanding anything contained in this Clause 17.11, if the relevant entity forwater supply fails to supply adequate quantities of water to the Concessionaire for use in the operation ofthe Bio-CNG Facility, the Concessionaire shall be responsible for arranging an alternate source of water inorder to ensure the continuous operations of the Bio-CNG Facility and the Concessionaire shall not be entitledto claim any additional costs in such cases.

17.12. Maintenance and Repair of the Bio-CNG Facility

a. During the O&M Period, the Concessionaire shall maintain the Bio-CNG Facility and repair any damage to theBio-CNG Facility either by itself, or through an approved Subcontractor, in accordance with the O&M Plan,Scheduled Maintenance Programme, Applicable Laws, Applicable Permits, Good Industry Practice andthe recommendations of the technology providers such that the Bio-CNG Facility is:

    i. in good working condition (subject only to wear and tear and Force Majeure) and capable of achievingits useful economic life in accordance with the Designs and Drawings; and

    ii. capable of meeting the KPIs.

b. For the first year of the O&M Period, the Concessionaire shall, at least [1 (one)] month before theScheduled COD, submit to the Authority its scheduled maintenance programme for the Bio-CNG Facility,specifying the Scheduled Maintenance periods for the Bio-CNG Facility and the impact of such ScheduledMaintenance periods on the Availability of the Bio-CNG Facility (Scheduled Maintenance Programme). Forevery

subsequent year of the O&M Period, the Concessionaire shall submit the Scheduled MaintenanceProgramme, at least [1 (one)] month prior to the beginning of the relevant year. The ScheduledMaintenance Programme for the first year will cover the period from the COD until the end of the calendaryear in which the COD occurs.

c. Within [15 (fifteen)] days of receipt of the Scheduled Maintenance Programme, the Authority shall notifythe Concessionaire of its approval of such schedule.

d. If the Authority does not accept any one or more of the requested Scheduled Maintenance periods or itsimpact on the availability of the Bio-CNG Facility to accept and process the Acceptable Waste, the Authorityshall advise the Concessionaire within [15 (fifteen)] days of the receipt of the Scheduled MaintenanceProgramme on when any Scheduled Maintenance can be rescheduled or how its impact on the availabilityof the Bio-CNG Facility may be minimised. The rescheduled time shall be as close as reasonably practicableto the requested time and shall be of equal duration as the requested period. If the Authority fails to objectto any Scheduled Maintenance within the specified time period or fails to advise the Concessionaire of asubstitute time, the Concessionaire may schedule the Scheduled Maintenance for such duration and atsuch time as initially requested.

   Notwithstanding the finalization of the Scheduled Maintenance Programme pursuant to this Clause 17.12,the Concessionaire may request a rescheduling of any Scheduled Maintenance upon [60 (sixty)] days'prior written notice to the Authority. The Authority shall respond to such request within [10 (ten)] days andshall not unreasonably withhold its permission for such re-scheduling.

e. Within [5 (five)] days of any re-scheduling of a Scheduled Maintenance in accordance with Clause 17.12.(d) above, the Concessionaire shall provide to the Authority, the amended Scheduled MaintenanceProgramme, which shall then be the "Scheduled Maintenance Programme".

f. The Concessionaire shall, at its own cost, replace any components or parts of the Project Facilities thatare damaged or worn out or, in the Concessionaire's judgement, are no longer practicable to repair as aresult of normal wear and tear.

g. If at any time during the O&M Period, the Bio-CNG Facility is damaged by a Casualty, the Concessionaireshall, with reasonable diligence, proceed to process the claim with insurance providers and repair, replace,and restore the damaged portion of the Bio-CNG Facility to the same condition that it was in before theoccurrence of such Casualty. To

the extent available, insurance proceeds shall be applied to such repair,replacement or restoration and the balance amount shall be borne by the Concessionaire.

17.13. O&M Personnel

a. The Concessionaire shall engage (either directly or through an approved Subcontractor) adequate numberof suitably skilled and qualified personnel to undertake the O&M of the Project Facilities in accordancewith the requirements set out in this Article 17.

b. The Concessionaire shall be solely responsible for discharging all obligations in connection with theemployment of the O&M personnel, including the payment of wages, salaries, Taxes, and retrenchmentcompensation and providing all amenities and benefits required under applicable labour laws.

c. Subject to compliance with the Applicable Laws, the Concessionaire shall have full freedom to determineits internal human resources (HR) policies, including, the wages, benefits and salary structure of itsemployees, the conditions of service, the shifts of work, its hire and fire policy (whether for misconduct orother cause), and payment of severance or retrenchment compensation.

d. The Authority is not and shall not be treated as the "principal employer" of or be deemed to have anycontractual or other relationship with the O&M personnel. The Concessionaire shall hold harmless andindemnify the Authority against all losses, claims, costs and damages that the Authority may suffer due tothe Concessionaire’s or any of its Subcontractor’s failure to comply with applicable labour laws.

17.14. Damages for breach of operation & maintenance obligations

a. In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in theOperation & Maintenance Requirements within the period specified therein, it shall be deemed to be inbreach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach iscured at a rate of 0.1% (zero point one percent) of the cost of such repair or rectification as estimated bythe Independent Engineer. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof.

b. The Damages set forth in Clause 17.14 may be assessed and specified forthwith by the IndependentEngineer; provided that the Authority may, in its discretion, demand a smaller sum as Damages, if in its opinion,the breach has been cured promptly and the

Concessionaire is otherwise in compliance with its obligationshereunder. The Concessionaire shall pay such Damages forthwith and in the event that it contests suchDamages, the Dispute Resolution Procedure shall apply.

17.15. Authority's right to take remedial measures

a. In the event the Concessionaire does not maintain and /or repair the Project Facilities or part thereof inconformity with the Operation & Maintenance Requirements or the Maintenance Manual, as the case maybe, and fails to commence the remedial works within 15 (fifteen) days of receipt of the O&M InspectionReport or notice on this behalf from the Authority or the Independent Engineer, as the case may be, the Authority shall, without prejudice to its right under this Agreement including Termination thereof, be entitled toundertake such remedial measure at the risk and cost of the Concessionaire, and to recover its cost fromthe Concessionaire. In addition to recovery as aforesaid, a sum equal to 20% (twenty percent) of suchcost shall be paid by the Concessionaire to the Authority as Damages. For avoidance of doubt, the right of the Authority under this Clause 17.15, shall be without prejudice to its rights and remedies provided under Clause17.14.

b. The Authority shall have right, and the Concessionaire hereby expressly grants to the Authority the right, to recover the costs and Damages specified in Clause17.15.(a), directly from the Escrow Account as if such costs and Damages were O&M Expenses, and for that purpose, the Concessionaire hereby agrees to give irrevocable instructions to the Escrow Bank to make payment from the Escrow Account in accordance with the instructions of the Authority under this Clause 17.15.(b) and debit the same to O&M Expenses.

17.16. Overriding powers of the Authority

a. If in the reasonable opinion of the Authority, the Concessionaire is in material breach of its obligations underthis Agreement, and such breach is causing or likely to cause the Project to violate environmental normsor cause nuisance to the surrounding areas, the Authority may, without prejudice to any of its rights under thisAgreement including Termination thereof, by notice require the Concessionaire to take reasonablemeasures immediately for rectifying or removing such hardship or danger, as the case may be.

b. If the Concessionaire fails to rectify or remove such hardship or danger, the Authority may, without prejudiceto any other rights or remedy available to it under this Agreement, have such remove such hardship at therisk and costs of the Concessionaire. The cost incurred by the Authority in rectifying such default of the Concessionaire, as certified by

the Independent Engineer/ Authority, shall be reimbursed by theConcessionaire to the Authority within 7 days from the date of receipt of a claim in respect thereof from the Authority, failing which the Authority shall have right to adjust and recover such cost against the Performance Security deposited with the Authority.

c. In the event of national emergency, civil commotion or any other Indirect Political Event specified in Clause27.3, the Authority may take over the performance of any or all of the obligations of the Concessionaire to theextent deemed necessary by it and exercise such control over the Project and give such direction to theConcessionaire as may be deemed necessary. It is agreed that the Concessionaire shall comply with suchdirections issued by the Authority and shall provide necessary assistance and cooperation to the Authority, on besteffort basis, for performance of its obligations hereunder.

ARTICLE 18

SAFETY REQUIREMENTS

18.1. Safety Requirements

a. The Concessionaire shall comply with the provisions of this Agreement, Applicable Laws and ApplicablePermits and conform to Good Industry Practice for securing the safety of the personnel at the Project Site.In particular, the Concessionaire shall develop, implement and administer a surveillance and safetyprogramme for providing a safe environment on or about the Project, and shall comply with the safetyrequirements set forth in Schedule-L (the "Safety Requirements").

b. The Independent Engineer shall carry out the safety audit of the Project in accordance with the Safety Requirements, and shall take all other actions necessary for securing compliance with the Safety Requirements.

18.2. Expenditure on Safety Requirements

All costs and expenses arising out of or relating to Safety Requirements shall be borne by theConcessionaire to the extent such costs and expenses form part of the works and services included in thescope of the Project.

ARTICLE 19

MONITORING OF OPERATION AND MAINTENANCE

19.1. Monthly status reports

a. During Operation Period, the Concessionaire shall, no later than 7 (seven) days after the close of each month, furnish to the Authority and the Independent Engineer a monthly report stating in reasonable detail the condition of the Project Facilities including its compliance or otherwise with the Operation & Maintenance Requirements, Operation& Maintenance Manual, and Safety Requirements, and shall promptly give such other relevant information as may be required by the Independent Engineer. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification.

b. The Concessionaire shall deliver to the Authority, with a copy to the Independent Engineer, the following within the specified timelines:

   i. reports relating to any activity, incident or circumstance that threatens or may threaten publichealth, safety, the environment or the safety and security of the Site or the Project Facilities orany Adjoining Property, and any action taken to mitigate the effect of such incident as soon asreasonably practicable but no later than [12 (twelve)] hours after the occurrence of such event orcircumstance;

   ii. reports on any critical breakdowns or failures in the Project Facilities, including any of theWeighbridges, within [12 (twelve)] hours of such occurrence;

   iii. reports on accidents or other incidents in relation to the O&M personnel or any third party,including any non-compliance with the EMP along with the actions taken tominimise recurrence, within [72 (seventy-two)] hours of such occurrence;

   iv. daily weight sheets prepared in the format approved by the Authority as part of the O&MPlan/Waste Acceptance and Rejection Plan, recording the details specified in Clause 17.6 at theend of each day;

v. [monthly/quarterly] report compiling the data collected from the environmental monitoring system,on or before the [7th (seventh)] day of the following month;

vi. monthly report on compliance with the KPIs and details of any Emergency during the relevant month, on or before the [7th(seventh)]day of the following month. The monthly progress report must be certified by the IndependentEngineer before it is submitted to the Authority;

vii. copies of any reports, notices or responses submitted for compliance/non-compliance withApplicable Laws or Applicable Permits, within [2 (two)] days of receipt of such notice from orsubmission of replies to the relevant Government Authority; and

viii. reports on any material litigation, to which the Concessionaire is a party, and any adverse ordersor judgments passed by any Government Authority that affects or is likely to affect theperformance of the O&M services, as soon as reasonably possible after the occurrence of anysuch event.

19.2. Environmental Monitoring

a. The Concessionaire shall operate the Project Facilities and process the Acceptable Waste at the Bio-CNGFacility strictly in accordance with the O&M Plan,the Waste Acceptance and Rejection Plan, SWM Rules, other Applicable Laws and Applicable Permits and in a manner that causes no damageto the environment, including any air pollution, odours, pests, insects, litter, soil or ground watercontamination.

b. The Concessionaire shall ensure that there is treatment/disposal of Wastewater as per statutory norms &maximum reuse and recycle of Wastewater from due to the O&M of the Bio-CNG Facility. If an incident occursat the Site, as result of which there is any liquid discharge on the Site or Adjoining Property, theConcessionaire shall ensure proper collection, clean-up and disposal of any such liquid discharge inaccordance with the EMP and O&M Plan.

c. The Concessionaire shall carry out continuous environmental monitoring of the Bio-CNG Facility in accordancewith the EMP, O&M Plan and Applicable Laws. The monitoring schedule and parameters shall be set out inthe EMP.

d. For the purposes of the continuous environmental monitoring of the Bio-CNG Facility, the Concessionaire shallinstall and maintain an online monitoring system as part of the

Project Facilities, in accordance with theTechnical Specifications and Applicable Laws to monitor compliance with the KPIs.

19.3. Inspection

The Independent Engineer shall inspect the Project Facilities at least once a month. It shall make a report of such inspection (the "O&M Inspection Report") stating in reasonable detail the defects or deficiencies,if any, with particular reference to the Operation & Maintenance Requirements, Operation & MaintenanceManual, and Safety Requirements, and send a copy thereof to the Authority and the Concessionaire within 7(seven) days of such inspection.

19.4. Tests

For determining that the Project Facilities conforms to the Operation & Maintenance Requirements, the Independent Engineer shall require the Concessionaire to carryout, or cause to be carried out, testsspecified by it in accordance with Good Industry Practice. The Concessionaire shall, with due diligence, carry out or cause to be carried out all suchtests in accordance with the instructions of the Independent Engineer and furnish the results of such testsforthwith to the Independent Engineer. One half of the costs incurred on such tests, and to the extent certified by the Independent Engineer as reasonable, shall be reimbursed by the Authority to the Concessionaire.

19.5. Remedial measures

a. The Concessionaire shall repair or rectify the defects or deficiencies, if any, set forth in the O&M InspectionReport or in the test results referred to in Clause 19.4 and furnish a report in respect thereof to theIndependent Engineer and the Authority within 15 (fifteen) days of receiving the O&M Inspection Report or thetest results, as the case may be; provided that where the remedying of such defects or deficiencies is likelyto take more than 15 (fifteen) days, the Concessionaire shall submit progress reports of the repair worksonce every week until such works are completed in conformity with this Agreement.

b. The Independent Engineer shall require the Concessionaire to carry out or cause to be carried out tests,at its own cost, to determine that such remedial measures have brought the Project Facilities intocompliance with the Operation & Maintenance Requirements and the procedure set forth in this Clause 19.5 shall be repeated until the Project Facilities conforms to the Operation & Maintenance Requirements.In the event that remedial measures are not completed by the Concessionaire in conformity with theprovisions of this Agreement, the Authority shall be entitled to recover Damages from

the Concessionaire inaccordance with clause 17.14. For avoidance of doubts, levy and recovery of Damages by the Authority fromthe Concessionaire shall not absolve the Concessionaire for its obligation and the Authority shall be entitled toseek specific performance by the Concessionaire of its obligations under this Agreement.

ARTICLE 20

Independent Engineer

20.1. Appointment of Independent Engineer

The Authority shall appoint a consulting engineering firm, to be the independent consultant under this Agreement (the "Independent Engineer"). The appointment shall be made no later than 90 (ninety) days from the date of this Agreement and shall be for a period of 3(three) years. On expiry or termination of the aforesaid appointment, the Authority shall appoint an Independent Engineer for a further term of 3 (three) years, and such procedure shall be repeated after expiry of each appointment till the end of Concession Period.

20.2. Duties and Functions of Independent Engineer

a. The Independent Engineer shall discharge its duties and functions substantially in accordance with the terms of reference set forth in Schedule-N.

b. The Independent Engineer shall be required to act independently, reasonably, fairly and expeditiously toensure:

   i. the timely completion of construction of the Project Facilities on or before the ScheduledConstruction Completion Date; and

   ii. compliance with the KPI s during the O&M Period.

c. The Independent Engineer shall at all times during the Concession Period have the right to enter uponand access the Site. The Concessionaire shall have the right to accompany the Independent Engineerduring its inspection of the Project Facilities.

d. During the Construction Period, the Independent Engineer shall inspect the Project Facilities at least oncea month and prepare an inspection report, setting out the progress of the construction of the ProjectFacilities, defects or deficiencies, if any, and status of compliance with the Construction Plan,Specifications and Standards, and Designs and Drawings. The Independent Engineer shall send the reportto Authority and the Concessionaire within 7 (seven) days of such inspection, pursuant to which, theConcessionaire shall be required to rectify the defects or deficiencies, if any, identified by the IndependentEngineer.

e. During the O&M Period, the Independent Engineer shall inspect the Project Facilities at least once a monthand prepare an inspection report, setting out the defects or deficiencies, if any, and status of compliancewith the KPIs. The Independent Engineer shall send the report to Authority and the Concessionairewithin 7 (seven) days of such inspection, pursuant to which, the Concessionaire shall be required to rectifythe defects or deficiencies, if any, identified by the Independent Engineer.

f. The Independent Engineer shall, at all times, have the right to attend any meetings held by theConcessionaire to review the progress of the construction or O&M of the Project Facilities, and to provide its comments/suggestions regarding the progress as well as the manner inwhich the construction works,or O&M services is being undertaken. Neither any comments/suggestions provided by the IndependentEngineer nor any failure to provide comments/suggestions shall be deemed to be an acceptance of the construction works or the O&M services or a waiver of the Concessionaire's obligations to implement theProject, in accordance with this Agreement, the Technical Specifications, the Designs and Drawingsand all Applicable Laws and Applicable Permits.

g. Except as specifically provided in this Agreement, the Independent Engineer shall have no authority,whether express or implied, to amend, vary or curtail any of the rights or obligations of the Parties.

h. The Concessionaire agrees that notwithstanding any review by the Independent Engineer of any or all ofthe construction works or O&M services, the Concessionaire shall bear all risk, responsibility and liabilityfor the quality, adequacy and suitability of the Project Facilities.

20.3. Remuneration

All fees, costs, charges, and expenses payable to the Independent Engineer shall be agreed in advance of its appointment and shall be equally shared by the Authority and the Concessionaire. Such amounts shall bepaid to the Independent Engineer by the Authority and shall be reimbursed by the Concessionaire to the Authority within 15 (fifteen) days of receiving a statement of expenditure from the Authority.

20.4. Termination of Appointment

The Authority may, in its discretion, terminate the appointment of the Independent Engineer at any time.

20.5. Authorised signatories

The Authority shall require the Independent Engineer to designate and notify to the Authority and theConcessionaire up to 2 (two) persons employed in its firm to sign for and on behalf of the IndependentEngineer, and any communication or document required to be signed by the Independent Engineer shallbe valid and effective only if signed by any of the designated persons; provided that the IndependentEngineer may, by notice in writing, substitute any of the designated persons by any of its employees.

20.6. Dispute resolution

If either Party disputes any advice, instruction, decision, direction or award of the Independent Engineer, or, as the case may be, the assertion or failure to assert jurisdiction, the Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

20.7. Interim arrangement

In the event that the Authority does not appoint an Independent Engineer, or the Independent Engineer so appointed has relinquished its functions or defaulted in discharge thereof, the Authority may, in the interim, designate and authorise any person to discharge the functions of the Independent Engineer in accordance with the provisions of this Agreement. Provided, however, that nothing contained in this Article 20.7 shall in any manner restrict the rights of the Authority to enforce compliance of the provisions of this Agreement.

ARTICLE 21

FINANCIAL CLOSE AND SUBSTITUTION AGREEMENT

21.1. Financial Close

a. The Concessionaire hereby agrees and undertakes that it shall achieve Financial Close within 90 (ninety) days from the date of this Agreement. In the event of delay in achieving the Financial Close, the Concessionaire shall be entitled to a further period not exceeding 60 (sixty) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.05% (zero point zero five percent) of the Performance Security for each day of delay, provided that the Damages specified herein shall be payable every week and the period beyond the said 90 (ninety) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred solely as a result of any default or delay by the Authority in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.(a) or due to ForceMajeure. For the avoidance of doubt, the Damages payable hereunder by the Concessionaireshall be in addition to the Damages, if any, due and payable under the provisions of Clause 4.6.

b. The Concessionaire shall, upon occurrence of Financial Close shall have provided to the Authority, 3 (three)true copies of the Financial Package and the Financial Model, duly attested by a Director of theConcessionaire, along with a soft copy of the Financial Model in MS Excel version or any substitute thereof,which is acceptable to the Lenders.

21.2. Termination due to failure to achieve Financial Close

a. Notwithstanding anything to the contrary contained in this Agreement, in the event that Financial Closedoes not occur, for any reason whatsoever, within the period set forth in Clause 21.1.(a) or the extendedperiod provided thereunder, all rights, privileges, claims and entitlements of the Concessionaire under orarising out of this Agreement shall be deemed to have been waived by, and to have ceased with theconcurrence of the Concessionaire, and the Concession Agreement shall be deemed to have beenterminated by mutual agreement of the Parties. For the avoidance of doubt, it is agreed that in the eventthe Parties hereto have, by mutual consent, determined the Appointed Date to precede the FinancialClose, the provisions of this Clause 21.2.(a) shall not apply.

b. Upon Termination under Clause 21.2.(a), the Authority shall be entitled to encash the BidSecurity and appropriate the proceeds thereof as Damages; provided, however, that if Financial Close hasnot occurred due to Force Majeure or as a result of the Authority

being in default of any of its obligations, it shall, uponTermination, return the Bid Security forthwith along with the Damages due and payable under Clause 4.5.For the avoidance of doubt, it is expressly agreed that if the Bid Security shall have been substituted byPerformance Security, the Authority shall be entitled to encash there from an amount equal to BidSecurity.

21.3. Substitution Agreement

a. This Agreement shall not be assigned by the Concessionaire. Provided, however, subject to the provisionsof this Agreement, Lenders may be given the right of substitution by execution of the SubstitutionAgreement in the form annexed hereto as Schedule-Q.

b. The Lenders may exercise the rights of step in or substitution as provided in the Substitution Agreementprovided that the Nominated Company substituting the Concessionaire shall enjoy all rights and beresponsible for performing/fulfilling all obligations of the Concessionaire under this Agreement. Providedthat in the event the Lenders are unable to substitute the Concessionaire by Nominated Company as perthe provisions of the Substitution Agreement, the Authority shall proceed to terminate the Agreement.

ARTICLE 22

PAYMENT TO THE AUTHORITY

22.1. License Fee

a. The Concessionaire shall, as consideration for the use, in its capacity as a bare licensee of the Project Site made available in accordance with Article 4.1.(a).(i), pay to the Concessioning Authority Rs.1 per square metre per annum (the "License Fee").

b. The License Fee shall be due and payable in advance every year starting from the Date of Award of Concession.

22.2. Royalty

a. Subject to the provisions of this Agreement and in consideration of the Concessionaire accepting the Concession and Undertaking to perform and discharge its obligations in accordance with the terms, conditions andconvenants set forth in this Agreement, the Concessionaire shall commencing from the Commercial Operation Date, agrees to pay to the Authority, by way of Royalty (the"Royalty") of Rs. _____ (Rupees _____only) per MT of Acceptable waste delivered by the Authority to the Concessionaireat the Project site on monthly basis,which will be an amount as quoted by the Selected Bidder in its final offer at the Request forProposal stage and approved by the Authority.

b. The Royalty for every month has to be remitted before 10th of the succeeding month. If 10th is a banking holiday in the geographical region, the amount has to be remitted on the next working day. In the event of delay beyond such period, the Concessionaire shall pay interest for the period of delay, calculated at the rate of Bank Rateprevailing at the time plus 3%.

c. An escalation of 5% on the Royalty will be applicable after completion of every financial year and the Concessionaire is bound to pay the same to the Authority (i.e.) An increase of 5% on the Royalty approved for the first year will be considered for the second year and 5% increase of the second year rate will be considered for third year and so on. For the purpose of same, the start of financial year (i.e.) 1st of April will be considered as the start of a year.

d. If the closure of financial year is more than 180 days from the Commercial Operation Date, the same will be treated as a full financial year for the purpose of applying increase in Royalty.

e. The Parties agree that any liability arising on account of GST and all other applicabletaxes and levies on the Royalty payable by the Concessionaire to the Authority, shallbe borne by the Concessionaire only.

22.3. Mechanism of Payment

The payment of this Royalty shall be through the Escrow Account as per Article 24 of this Agreement.

22.4. Revenue sources for the Concessionaire

Subject to the provisions of this Agreement and in consideration of the Concessionaire accepting the Concession and Undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, the Authority agrees to provide the Concessionaire with the ownership of the materials extracted from solid waste and retain all the revenue earned from the sale of these materials if any. Also, the Authority agrees to allow the Concessionaire to retain the revenue resulting sale of by-products from processing/ and Bio-CNG Plant.

ARTICLE 23

KEY PERFORMANCE INDICATORS

23.1. Performance Indicators

Without prejudice to the obligations specified in this Agreement, the Concessionaire shall develop, operateand maintain the Project Facilities, machinery, and vehicles such that it achieves the performanceindicators comprising Availability, Reliability, Operation, Punctuality, Frequency, Safety, upkeep andconformity with ISO certification, as specified in this Article, Good Industry Practice and Applicable Laws(the "Key Performance Indicators").

23.2. Key Performance Indicators

a. Availability

The Concessionaire shall ensure 100% Availability of all the Project Facilities for processing and disposalfor the entire duration of Concession period Post- COD (the "GuaranteedAvailability").

b. Throughput Guarantee

The Concessionaire shall ensure that it accepts all quantities of Acceptable Waste delivered by theAuthority at the Receipt Point. On any day during the O&M Period, theConcessionaire shall accept quantities of Acceptable Waste equivalent to 250TPDwith a variation of (+/-) 20% (the"Throughput Guarantee").

c. Operation

The Concessionaire shall at all times procure that, save and except any determined damage causedby theft, arson or vandalism:

i. there are adequate arrangements of Project Facilities as per Specifications and Standards;
ii. all machinery, equipment and facilities are operational, function efficiently, and their availabilityis 100%
iii. the Project Facilities are maintained in accordance with Maintenance Requirements.

d. Safety of Operations

i. The Parties agree that the Safety of operation of the Project Facilities shall be measured in terms ofinverse of number of accidents per 75,000 MT (Seventy Five Thousand Metric Tonnes) of waste handled] (the "General Safety")and the number of fatalities per 2,50,000 (Two Lakh Fifty Thousand Metric Tonnes) of waste handled] (the "Severe Safety"),respectively. The General Safety and Severe Safety shall be calculated in terms of total quantum ofWaste cleared divided by number of accidents multiplied by 75,000 MT (Seventy Five Thousand Metric Tonnes] and total quantumof Waste cleared divided by number of fatalities multiplied by 2,50,000 (Two Lakh Fifty Thousand Metric Tonnes)], respectively.

ii. The Concessionaire agrees that the General Safety and the Severe Safety, as the case may be,determined in accordance with Clause 23.2.(d) shall be equal to or more than[1(one)].

e. The Concessionaire shall undertake to ensure that the remnant disposed in the Delivery point does not exceed 20% of the total waste received at the Processing Facility. The Concessionaire shallbe liable to pay Liquidated Damages in case Event of Default in case 3 months of average remnant exceeds 20% of the acceptable waste received at Processing facility.

23.3. Availability of Project Facilities

a. The 'Availability' of each Project Facilities will be determined as a ratio of the number of hours in a dayduring which such Project Facility was available to carry out operations up to its design capacity, to the totalnumber of hours in a day, and the term 'Available' shall be construed accordingly.

b. In computing the Availability of each Project Facilities, the Concessionaire agrees that the Project Facilitieswill be deemed to be Available at all times, other than during the period of:

i. An Unscheduled Outage affecting such Project Facility;

ii. A Power Outage affecting such Project Facility;

iii. Suspension of the O&M services for such Project Facility, for reasons attributable to theConcessionaire; or

iv. An Emergency affecting such Project Facility, attributable to the Concessionaire, during which theProject Facility will be deemed to be not Available.

v. Notwithstanding anything to the contrary contained in this Agreement, during the period of a ForcedUnavailability or a Force Majeure, the Project Facility affected by such Forced Unavailability or aForce Majeure will be deemed to be Available.

vi. If the Availability for a Project Facility on any given day is less than the Guaranteed Availability, the Authority shall issue a notice to the Concessionaire requiring the Concessionaire to cure the defaultcausing the reduction in Availability in [3 (three)] days. Any failure to cure the default and achieve theGuaranteed Availability within [3 (three)] days of receipt of the notice from the Authority shallconstitute a Concessionaire Event of Default. The Authority may claim Availability Liquidated Damagesthat would be available till the default is cured or the Agreement is terminated.

23.4. Damages for Failure to Achieve Key Performance Indicators

a. Availability Liquidity Damages

If the Availability of facilities on any given day in amonth is less than the Guaranteed Availability then theConcessionaire shall pay the liquidated damages (the "Availability Liquidated Damages") equal to[0.1% (zero point one percent)] of the Performance Security (as per the assuredquantity agreed by the two parties) for each such day.

b. Performance Liquidated Damages

If the compliance of KPIs (other than Availability of Project Facilities) on any given day(s) in amonth is less than the benchmarks then the Concessionaire shall pay the liquidated damages(the "Performance Liquidated Damages") equal to [0.1% (zero point one percent)] of the Performance Security for each such day

i. Based on the KPI Adherence Report, if the Project Facility(ies) does not comply with the KPIs,then the process set out below shall follow:

- In the first instance of non-compliance (the "First Breach"), the Authority shall issue a notice tothe Concessionaire on the first day of

such non-compliance (the "First Breach Notice")requiring the Concessionaire to cure the First Breach within [20 (twenty)] days from the dateof the First Breach Notice. If the First Breach is cured within [2 (two)] days of the FirstBreach Notice, then the Concessionaire shall not be liable to pay any PerformanceLiquidated Damages. If, however, the First Breach continues beyond [2 (two)] days of theFirst Breach Notice, then, the Concessionaire shall be liable to pay the PerformanceLiquidated Damages as pre-decided by the Parties, from the [3rd (third)] day of the FirstBreach.

- If: (I) the First Breach continues for [20 (twenty)] days from the date of the First BreachNotice; or (II) another instance of non- compliance occurs within [6 (six)] months of the FirstBreach, then such breach shall constitute the Second Breach. Upon occurrence of the Second Breach, the Authority shall issue a notice to the Concessionaire on the first day of theSecond Breach (the "Second Breach Notice") requiring the Concessionaire to cure theSecond Breach within [20 (twenty)] days from the date of the Second Breach Notice. If theSecond Breach continues beyond [2 (two)] days of the Second Breach Notice, then, theConcessionaire shall be liable to pay twice the amount of the Performance LiquidatedDamages, as pre-decided by the Parties, from the[1st(first)]day of the Second Breach. Incase of (I) above, it is clarified that the Concessionaire will be liable to pay PerformanceLiquidated Damages at the rate specified for the First Breach, for the first [2(two)] days ofa continuing breach from the date of the Second Breach Notice and twice the specifiedPerformance Liquidated Damages from the [3rd(third)] day of a continuing Second Breach.

- If: (I) the Second Breach continues for [20 (twenty)] days from the date of the SecondBreach Notice; or (II) another instance of non-compliance occurs within [6 (six)] months ofthe Second Breach, then such breach shall constitute the Third Breach. Upon occurrenceof the Third Breach, the Authority shall issue a notice to the Concessionaire on the first day ofthe Third Breach (the "Third Breach Notice") requiring the Concessionaire to cure the ThirdBreach within [20 (twenty)] days from the date of the Third Breach Notice. If the ThirdBreach continues beyond [2 (two)] days of the Third Breach Notice, then: (X) theConcessionaire shall be liable to pay thrice the

amount of the Performance LiquidatedDamages applicable to the First Breach, from the [1st (first)] day of the Third Breach.

- If: (I) the Third Breach is not cured within [20 (twenty)] days from the Third Breach Notice;or (II) a failure to comply with the KPIs results in occurrence of a Third Breach more than 3(three) times in a continuous [12 (twelve)] month period, it will be treated as aConcessionaire Event of Default and the consequences set out at Article 23 shall apply.

- The Parties acknowledge that the Performance Liquidated Damages(including anyescalation contemplated in this Clause 23.4.(b) are a genuine pre-estimation of andreasonable compensation for the environmental damage that may be caused by theConcessionaire's continuing failure to comply with the KPIs, and not as penalty. Thepayment of Performance Liquidated Damages will not absolve the Concessionaire from anyother liability under Applicable Law, for causing any environmental pollution or healthhazard due to its failure to comply with the Discharge Standards and/or Applicable Law.

- Within [7 (seven)] days from the end of each month, the Concessionaire shall be requiredto provide the monthly progress report for each of the Project Facilities (prepared inaccordance with Schedule-M on compliance of such Project Facilities with the KPIs andthe reasons for failure, if any. The Independent Engineer shall be required to certify each suchmonthly report before it is provided to the Authority. Such certified report on compliance withKPIs shall be referred to as the KPI Adherence Report.

ii. Notwithstanding anything to the contrary contained herein, in the event in any monththe aggregate of Availability Liquidated Damages and Performance Liquidated Damages leviedby the Authority on account of non-performance exceeds 0.5%(zero pointfive percent) of the Performance Security,then the same shall beconstrued as Concessionaire Event of Default, which shall make this Agreement liable fortermination.

ARTICLE 24

ESCROW ACCOUNT

24.1. Escrow Account

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

The nature and scope of the Escrow Account are fully described in the agreement (the "EscrowAgreement") to be entered into amongst the Concessionaire, the Authority, the Escrow Bankand the Lenders (if any) through the Lenders' Representative, which shall be substantially in theform set forth in Schedule-O.

24.2. Deposits into Escrow Account

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

a. all funds received in relation to the Project from any source, including the Lenders, lenders of Subordinated Debt and the Authority;

b. all funds received by the Concessionaire from its shareholders, in any manner orform;

c. all revenues from the sale of the Bio-CNG, By-Products and Recyclable Materials by the Concessionaire;

d. all proceeds received pursuant to any insurance claims;

e. all payments by the Authority, after deduction of any outstanding payments.

Provided that the Lenders may make direct disbursements to the EPC Contractor in accordancewith the express provisions contained in this behalf in the Financing Agreements.

24.3. Withdrawals during Concession Period

a. The Concessionaire shall, at the time of opening the Escrow Account, give irrevocableinstructions, by way of an Escrow Agreement, to the Escrow Bank instructing, inter alia, thatdeposits in the Escrow Account shall be appropriated in the

following order every month, or atshorter intervals as necessary, and if not due in a month then appropriated proportionately insuch month and retained in the Escrow Account and paid out therefrom in the month when due:

i. all taxes due and payable by the Concessionaire for and in respect of the Project;

ii. all payments relating to construction of the Project, subject to and in accordance withthe conditions, if any, set forth in the Financing Agreements;

iii. O&M Expenses, subject to the ceiling, if any, set forth in the Financing Agreements;

iv. O&M Expenses and other costs and expenses incurred by the Authority in accordancewith the provisions of this Agreement, and certified by the Authority as due and payableto it;

v. License Fee and Royalty due payable to the Authority;

vi. monthly proportionate provision of Debt Service due in an Accounting Year;

vii. All payments and Damages certified by the Authority as due and payable to it by theConcessionaire;

viii. Monthly proportionate provision of debt service payments due in an Accounting Yearin respect of Subordinated Debt;

ix. Any reserve requirements set forth in the Financing Agreements;

x. Balance, if any, in accordance with the instructions of the Concessionaire.

b. The Concessionaire shall not in any manner modify the order of payment specified in Clause 24.3.(a), except with the prior written approval of the Authority.

24.4. Withdrawals upon Termination

a. Notwithstanding anything to the contrary contained in this Agreement, all amounts standing tothe credit of the Escrow Account shall, upon Termination, be appropriated in the followingorder:

   i. all taxes due and payable by the Concessionaire for and in respect of the Project;

   ii. 90% of Debt Due excluding Subordinated Debt if required to be as per the terms of thisAgreement;

   iii. outstanding License Fee and Royalty due to the Authority;

   iv. all payments and Damages certified by the Authority as due and payable to it by theConcessionaire;

   v. retention and payments relating to the liability for defects and deficiencies set forth inArticle 32;

   vi. outstanding Debt Service including the balance of Debt Due;

   vii. outstanding Subordinated Debt;

   viii. incurred or accrued O&M Expenses;

   ix. any other payments required to be made under this Agreement; and

   x. balance, if any, in accordance with the instructions of the Concessionaire:

   Provided that no appropriations shall be made under Sub-clause (x) of this Clause 24.4.(a) untila Vesting Certificate has been issued by the Authority under the provisions of Article 31.

b. The provisions of this Article 24 and the instructions contained in the Escrow Agreement shallremain in full force and effect until the obligations set forth in Clause 24.4.(a) have beendischarged.

ARTICLE 25

INSURANCE

25.1. Insurance during Concession Period

The Concessionaire shall affect and maintain at its own cost, during the Construction Period andthe Operation Period, such insurances for such maximum sums as may be required under theFinancing Agreements and Applicable Laws, and such insurances as may be necessary or prudentin accordance with Good Industry Practice. The Concessionaire shall also affect and maintainsuch insurances as may be necessary for mitigating the risks that may devolve on the Authorityas a consequence of any act or omission of the Concessionaire during the Construction Period. The Concessionaire shall procure that in each insurance policy, the Authority shall be a co-insuredand that the insurer shall pay the proceeds of insurance into the Escrow Account. For theavoidance of doubt, the level of insurance to be maintained by the Concessionaire after repaymentof Lenders' dues in full shall be determined on the same principles as applicable fordetermining the level of insurance prior to such repayment of Lenders' dues.

25.2. Insurance Cover

Without prejudice to the provisions contained in Clause 25.1, the Concessionaire shall, duringthe Operation Period, procure and maintain Insurance Cover including but not limited to thefollowing:

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

b. comprehensive third party liability insurance including injury to or death of personnelof the Authority or others caused by the Project;

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 itsemployees, including all Force Majeure Events that are insurable at commerciallyreasonable premiums and not otherwise covered in items(a) to (e) above.

25.3. Notices to the Authority

No later than 45 (forty five) days prior to commencement of the Construction Period or theOperation Period, as the case may be, the Concessionaire shall by notice furnish to the Authority,in reasonable detail, information in respect of the insurances that it proposes to effect andmaintain in accordance with this Article 25. Within 30 (thirty) days of receipt of such notice, theAuthority may require the Concessionaire to effect and maintain such other insurances as maybe necessary pursuant hereto, and in the event of any difference or disagreement relating to anysuch insurance, the Dispute Resolution Procedure shall apply.

25.4. Evidence of Insurance Cover

All insurances obtained by the Concessionaire in accordance with this Article 25 shall bemaintained 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 premiumpayment 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 ofsuch proposed cancellation, modification or nonrenewal has been delivered by theConcessionaire to the Authority.

25.5. Remedy for failure to insure

If the Concessionaire shall fail to effect and keep in force all insurances for which it is responsiblepursuant hereto, the Authority shall have the option to either keep in force any such insurances,and pay such premia and recover the costs thereof from the Concessionaire, or in the event ofcomputation of a Termination Payment, treat an amount equal to the Insurance Cover as deemedto have been received by the Concessionaire.

25.6. Waiver of subrogation

All insurance policies in respect of the insurance obtained by the Concessionaire pursuant to thisArticle 25 shall include a waiver of any and all rights of subrogation or recovery of the insurersthereunder against, inter alia, the Authority, and its assigns, successors, undertakings and theirsubsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers toany set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respectof any liability of any such person insured under any such policy or in any way connected withany loss, liability or obligation covered by such policies of insurance.

25.7. Concessionaire's waiver

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

25.8. Application of insurance proceeds

The proceeds from all insurance claims, except life and injury, shall be paid to the Concessionaireby credit to the Escrow Account and it shall, notwithstanding anything to the contrary containedin Clause 24.3, apply such proceeds for any necessary repair, reconstruction, reinstatement,replacement, improvement and delivery of the Project facilities, and the balance remaining, if any, shallbe applied in accordance with the provisions contained in this behalf in the FinancingAgreements.

25.9. Compliance with conditions of insurance policies

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

ARTICLE 26

ACCOUNTS AND AUDIT

26.1. Audited accounts

a. The Concessionaire shall maintain books of accounts recording all its receipts (including revenue from Bio-CNG sale and other revenues derived/collected by it from or on account of the Project and/or its use), income, expenditure, payments (including payments from the Escrow Account), assetsand liabilities, in accordance with this Agreement, Good Industry Practice, Applicable Lawsand Applicable Permits. The Concessionaire shall provide 2 (two) copies of its Balance Sheet,Cash Flow Statement and Profit and Loss Account, along with a report thereon by its StatutoryAuditors, within 90 (ninety) days of the close of the Accounting Year to which they pertain andsuch audited accounts, save and except where expressly provided to the contrary, shall form thebasis of payments by either Party under this Agreement. The Authority shall have the right toinspect the records of the Concessionaire during office hours and require copies of relevantextracts of books of accounts, duly certified by the Statutory Auditors, to be provided to theAuthority for verification of basis of payments, and in the event of any discrepancy or errorbeing found, the same shall be rectified and such rectified account shall form the basis ofpayments by either Party under this Agreement.

b. The Concessionaire shall, within 30 (thirty) days of the close of each quarter of an AccountingYear, furnish to the Authority its unaudited financial results in respect of the preceding quarter,in the manner and form prescribed by the Securities and Exchange Board of India forpublication of quarterly results by the companies listed on a stock exchange.

c. On or before the thirty-first day of May each Year, the Concessionaire shall provide to theAuthority, for the preceding Accounting Year, a statement duly audited by its StatutoryAuditors giving summarized information on revenues derived from the Project, and such otherinformation as the Authority may reasonably require.

26.2. Appointment of auditors

a. The Concessionaire shall appoint, and have during the subsistence of this Agreement as itsStatutory Auditors. All fees and expenses ofthe Statutory Auditors shall be borne by the Concessionaire.

b. Notwithstanding anything to the contrary contained in this Agreement, the Authority shall havethe right, but not the obligation, to appoint, at its cost, from time to time and at any time, anotherfirm (the "Additional Auditors") to audit and verify all those matters, expenses, costs, realizations and things which the Statutory Auditors are required to do, undertake or certify pursuant to this Agreement.

26.3. Certification of claims by Statutory Auditors

Any claim or document provided by the Concessionaire to the Authority in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective only if certified by its Statutory Auditors. For the avoidance of doubt, such certification shall not be required for exchange of information in the normal course of business including the submission of any periodic information in pursuance of the provisions of this Agreement, save and except where such certification is expressly provided.

26.4. Set-off

In the event any amount is due and payable by the Authority to the Concessionaire, it may setoff any sums payable to it by the Concessionaire and pay the balance remaining. Any exercise by the Authority of its rights under this Clause 26.4 shall be without prejudice to any other rights or remedies available to it under this Agreement or otherwise.

26.5. Dispute resolution

In the event of there being any difference between the findings of the Additional Auditors or the Concurrent Auditors, as the case may be, and the certification provided by the Statutory Auditors, such Auditors shall meet to resolve the differences and if they are unable to resolve the same, such Dispute shall be resolved by the Authority by recourse to the Dispute Resolution Procedure.

ARTICLE 27

FORCE MAJEURE

27.1. Force Majeure

As used in this Agreement, the expression "Force Majeure" or "Force Majeure Event" shall, save and except as expressly provided otherwise, mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 27.2, 27.3 and27.4 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 (a) isbeyond the reasonable control of the Affected Party, and (b) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice, and(c) has Material Adverse Effect on the Affected Party.

27.2. Non-Political Event

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

a. act of God, epidemic, pandemic, quarantine restrictions, extremely adverse weather conditions, lightning, earthquake,landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination orionizing radiation, fire or explosion (to the extent of contamination or radiation or fire orexplosion originating from a source external to the Site);

b. strikes or boycotts (other than those involving the Concessionaire, Contractors or theirrespective employees/representatives, or attributable to any act or omission of any ofthem) 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 AccountingYear, and not being an Indirect Political Event set forth in Clause 27.3;

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

d. any judgment or order of any court of competent jurisdiction or statutory authority madeagainst the Concessionaire in any proceedings for reasons other than (i) failure of theConcessionaire to comply with any Applicable Law or Applicable Permit, or (ii) onaccount 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 Agreementby the Authority;

e. the discovery of geological conditions, toxic contamination or archaeological remains onthe Site that could not reasonably have been expected to be discovered through a siteinspection; or

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

27.3. 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 or act offoreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civilcommotion or politically motivated sabotage;

b. any political or economic upheaval, disturbance, movement, struggle or similaroccurrence which could not have been anticipated or foreseen by a prudent person andwhich causes the construction or operation of the Project to be financially unviable orotherwise 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 anAccounting Year;

d. any civil commotion, boycott or political agitation which prevents delivery of Acceptable waste at the Project Site for an aggregate period exceeding 7 (seven) days in an AccountingYear;

e. failure of the Authority to permit the Concessionaire to continue the ConstructionWorks, with or without modifications, in the event of stoppage of such works afterdiscovery of any geological or archaeological finds or for any other reason;

f. any failure or delay of a Contractor to the extent caused by any Indirect Political Eventand which does not result in any offsetting compensation being payable to theConcessionaire 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.

27.4. 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 Article 34, resulting in Material Adverse Effect;

b. compulsory acquisition in national interest or expropriation of any Project Assets orrights of the Concessionaire or of the Contractors;

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

d. any failure or delay of a Contractor but only to the extent caused by another PoliticalEvent and which does not result in any offsetting compensation being payable to theConcessionaire by or on behalf of such Contractor; or

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

27.5. Duty to report Force Majeure Event

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

    i. the nature and extent of each Force Majeure Event which is the subject of any claim forrelief under this Article 27 with evidence in support thereof;

    ii. the estimated duration and the effect or probable effect which such Force MajeureEvent is having or will have on the Affected Party's performance of its obligationsunder this Agreement;

iii. the measures which the Affected Party is taking or proposes to take for alleviating theimpact of such Force Majeure Event;

iv. Any other information relevant to the Affected Party's claim.

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

c. For so long as the Affected Party continues to claim to be materially affected by such ForceMajeure Event, it shall provide the other Party with regular (and not less than weekly) reportscontaining information as required by Clause 27.5.(a), and such other information as the otherParty may reasonably request the Affected Party to provide.

27.6. Effect of Force Majeure Event on the Concession

a. Upon the occurrence of any Force Majeure Event prior to the Appointed Date, the period setforth in Clause 4.1 for fulfilment of Conditions Precedent and in Clause 21.1.(a) for achievingFinancial Close shall be extended by a period equal in length to the duration of the ForceMajeure Event.

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

i. before COD, the Construction Period and the dates set forth in the Project CompletionSchedule shall be extended by a period equal in length to the duration for which suchForce Majeure Event subsists; or

ii. after COD, if the delivery of the Acceptable Waste is suspended, the Concession Period shall be extended by a period equal in length to the period during which the collection of the delivery of the Acceptable Waste is suspended.

27.7. Allocation of costs arising out of Force Majeure

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

b. Upon occurrence of a Force Majeure Event after the Appointed Date, the costs incurred andattributable to such event and directly relating to the Project (the "Force Majeure Costs") shallbe allocated and paid as follows:

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

ii. upon occurrence of an Indirect Political Event, all Force Majeure Costs attributable tosuch Indirect Political Event, and not exceeding the Insurance Cover for such IndirectPolitical Event as certified by its statutory auditor along with supporting documents,shall be borne by the Concessionaire, and to the extent Force Majeure Costs exceedsuch Insurance Cover, one half of such excess amount shall be reimbursed by theAuthority to the Concessionaire; and

iii. upon occurrence of a Political Event, all Force Majeure Costs attributable to suchPolitical Event as certified by its statutory auditor along with supporting documents,shall be reimbursed by the Authority to the Concessionaire.

For the avoidance of doubt, Force Majeure Costs may include interest payments on Debt Due,O&M Expenses, any increase in the cost of Construction Works and allother costs directly attributable to the Force Majeure Event, but shall not include loss ofrevenues or debt repayment obligations, and for determining such costs, information containedin the Financial Package may be relied upon to the extent that such information is relevant.

c. Save and except as expressly provided in this Article 27, neither Party shall be liable in anymanner 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 ForceMajeure Event or exercise of any right pursuant hereto.

27.8. Termination Notice for Force Majeure Event

If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or morewithin a continuous period of 365 (three hundred and sixty five) days, either Party may in itsdiscretion terminate this Agreement by issuing a Termination Notice to the other Party withoutbeing liable in any manner whatsoever, save as provided in this Article 27, and upon issue ofsuch Termination Notice, this Agreement shall, notwithstanding anything to the contrarycontained herein, stand terminated forthwith; provided that before issuing such

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

27.9. Termination Payment for Force Majeure Event

a. If Termination is on account of a Non-Political Event, the Authority shall make a TerminationPayment to the Concessionaire in an amount equal to 90% (ninety percent) of the Debt Dueless Insurance Cover.

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

    i. Debt Due less Insurance Cover; provided that if any insurance claims forming partof the Insurance Cover are not admitted and paid, then 80% of such unpaid claimsshall be included in the computation of Debt Due; and

    ii. 110% (one hundred and ten percent) of the Adjusted Equity.

c. If Termination is on account of a Political Event, the Authority shall make a TerminationPayment to the Concessionaire in an amount that would be payable under Clause 30.3.(b) as if itwere an Authority Default.

27.10. Dispute resolution

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

27.11. Excuse from performance of obligations

If the Affected Party is rendered wholly or partially unable to perform its obligations under thisAgreement because of a Force Majeure Event, it shall be excused from performance of such ofits 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 durationthan is reasonably required by the Force Majeure Event;

b. the Affected Party shall make all reasonable efforts to mitigate or limit damage to theother Party arising out of or as a result of the existence or occurrence of such ForceMajeure Event and to cure the same with due diligence; and

c. when the Affected Party is able to resume performance of its obligations under thisAgreement, it shall give to the other Party notice to that effect and shall promptlyresume performance of its obligations hereunder.

ARTICLE 28

COMPENSATION FOR BREACH OF AGREEMENT

28.1. Compensation for default by the Concessionaire

Subject to the provisions of Clause 28.5, in the event of the Concessionaire being in material breach or default of this Agreement, it shall pay to the Authority by way of compensation, all direct costs suffered or incurred by the Authority as a consequence of such material breach or default, within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no compensation shall be payable under this Clause 28.1 for any material breach or default in respect of which Damages are expressly specified and payable under this Agreement or for any consequential losses incurred by the Authority.

28.2. Compensation for default by the Authority

Subject to the provisions of Clause 28.5, in the event of the Authority being in material breach or default of this Agreement at any time after the Appointed Date, it shall pay to the Concessionaire by way of compensation, all direct costs suffered or incurred by the Concessionaire as a consequence of such material breach or default within 30 (thirty) days of receipt of the demand supported by necessary particulars thereof; provided that no such compensation shall be payable for any material breach or default in respect of which Damages have been expressly specified in this Agreement. For the avoidance of doubt, compensation payable may include interest payments on debt, O&M Expensesand all other costs directly attributable to such material breach or default butshall not include loss of revenues, debt repayment obligations or other consequential losses, andfor determining such compensation, information contained in the Financial Package and theFinancial Model may be relied upon to the extent it is relevant.

28.3. Extension of Concession Period

Subject to the provisions of Clause 28.5, in the event that a material default or breach of thisAgreement set forth in Clause 28.2 causes delay in achieving COD, the Authority shall, inaddition to payment of compensation under Clause 28.2, extend the Concession Period, suchextension being equal in duration to the period by which COD was delayed.

28.4. Compensation to be in addition

Compensation payable under this Article 28 shall be in addition to, and not in substitution for, orderogation of, Termination Payment, if any.

28.5. Mitigation of costs and damage

The Affected Party shall make all reasonable efforts to mitigate or limit the costs and damagearising out of or as a result of breach of Agreement by the other Party.

ARTICLE 29

SUSPENSION OF CONCESSIONAIRE'S RIGHTS

29.1. 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 be entitled to exercise such rights itself and perform the obligations hereunder or authorise any other person to exercise or perform 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.

29.2. Authority to act on behalf of Concessionaire

a. During the period of Suspension, the Authority shall be entitled to make withdrawals from the Escrow Account for meeting the O&M Expenses and for meeting the costs incurred by it forremedying and rectifying the cause of Suspension, and thereafter for defraying the expensesspecified in Clause 24.3.

b. During the period of Suspension hereunder, all rights and liabilities vested in theConcessionaire in accordance with the provisions of this Agreement shall continue to vest inthe Concessionaire and all things done or actions taken, including expenditure incurred by theAuthority for discharging the obligations of the Concessionaire under and in accordance withthis Agreement and the Project Agreements, shall be deemed to have been done or taken forand on behalf of the Concessionaire and the Concessionaire undertakes to indemnify theAuthority for all costs incurred- during such period. The Concessionaire hereby licenses andsub-licenses respectively, the Authority or any other person authorized by it under Clause 29.1to use during Suspension, all Intellectual Property belonging to or licensed to theConcessionaire with respect to the Project and its design, engineering, construction, operationand maintenance, and which is used or created by the Concessionaire in performing itsobligations under the Agreement.

29.3. Revocation of Suspension

a. In the event that the Authority shall have rectified or removed the cause of Suspension withina period not exceeding 90 (ninety) days from the date of Suspension, it shall revoke theSuspension forthwith and restore all rights of the Concessionaire under this Agreement. For theavoidance of doubt, the Parties expressly agree that the Authority may, in its discretion, revokethe Suspension at any time, whether or not the cause of Suspension has been rectified orremoved hereunder.

b. Upon the Concessionaire having cured the Concessionaire Default within a period notexceeding 90 (ninety) days from the date of Suspension, the Authority shall revoke theSuspension forthwith and restore all rights of the Concessionaire under this Agreement.

29.4. Substitution of Concessionaire

At any time during the period of Suspension, the Lenders' Representative, on behalf of Lenders, shall be entitled to substitute the Concessionaire under and in accordance with theSubstitution Agreement, and upon receipt of notice thereunder from the Lenders' Representative,the Authority shall withhold Termination for a period not exceeding 180 (one hundred and eighty)days from the date of Suspension, and any extension thereof under Clause 29.1, for enabling theLenders' Representative to exercise its rights of substitution on behalf of Lenders.

29.5. Termination

a. At any time during the period of Suspension under this Article 29, the Concessionaire may bynotice require the Authority to revoke the Suspension and issue a Termination Notice. Subjectto the rights of the Lenders' Representative to undertake substitution in accordance with theprovisions of this Agreement and within the period specified in Clause 29.4, the Authority shall,within 30 (thirty) days of receipt of such notice, terminate this Agreement under and inaccordance with Article 30 as if it is a Concessionaire Default under Clause 30.1.

b. Notwithstanding anything to the contrary contained in this Agreement, in the event thatSuspension is not revoked within 180 (one hundred and eighty) days from the date ofSuspension hereunder or within the extended period, if any, set forth in Clause 29.1, theConcession Agreement shall, upon expiry of the aforesaid period, be deemed to have beenterminated by mutual agreement of the Parties and all the provisions of this

Agreement shallapply, mutatis mutandis, to such Termination as if a Termination Notice had been issued by theAuthority upon occurrence of a Concessionaire Default.

ARTICLE 30

TERMINATION

30.1. Termination for Concessionaire Default

a. Save as otherwise provided in this Agreement, in the event that any of the defaults specifiedbelow shall have occurred, and the Concessionaire fails to cure the default within the CurePeriod 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 as a result of any breach of thisAgreement by the Authority or due to Force Majeure. Thedefaults referred to herein shallinclude the following:

i. the Performance Security has been encashed and appropriated in accordance withClause 9.2 and the Concessionaire fails to replenish or provide fresh PerformanceSecurity within a Cure Period of 15 (fifteen) days;

ii. subsequent to the replenishment or furnishing of fresh Performance Security inaccordance with Clause 9.2, the Concessionaire fails to meet any ConditionPrecedent or cure the Concessionaire Default, as the case may be, for which wholeor part of the Performance Security was appropriated, within a Cure Period of 120(one hundred and twenty) days;

iii. the Concessionaire does not achieve the latest outstanding Project Milestone due inaccordance with the provisions of Schedule-D and continues to be in default for 60(sixty) days;

iv. the Concessionaire abandons or manifests intention to abandon the construction oroperation of the Project without the prior written consent of the Authority;

v. COD does not occur within the period specified in Clause 12.3.(c);

vi. the Punch List items have not been completed within the period set forth in Clause14.4.(a);

vii. the Concessionaire is in breach of the Maintenance Requirements or the SafetyRequirements, as the case may be;

viii. the Concessionaire is non-compliant to the Performance Standards as specified in the Schedule-K and remains non-compliant such that is becomes an Event of Default;

ix. the Concessionaire has failed to make any payment including License Fee and Royalty to the Authority within the period specified in this Agreement;

x. an Escrow Default has occurred and the Concessionaire fails to cure the defaultwithin a Cure Period of 15 (fifteen) days;

xi. upon occurrence of a Financial Default, the Lenders' Representative has by noticerequired the Authority to undertake Suspension or Termination, as the case may be,in accordance with the Substitution Agreement and the Concessionaire fails to curethe default within the Cure Period specified hereinabove;

xii. a breach of any of the Project Agreements by the Concessionaire has caused aMaterial Adverse Effect;

xiii. the Concessionaire creates any Encumbrance in breach of this Agreement;

xiv. the Concessionaire repudiates this Agreement or otherwise takes any action orevidences or conveys an intention not to be bound by the Agreement;

xv. a Change in Ownership has occurred in breach of the provisions of Clause 5.18;

xvi. there is a transfer, pursuant to law either of (i) the rights and/or obligations of theConcessionaire under any of the Project Agreements, or of (ii) all or part of theassets or undertaking of the Concessionaire, and such transfer causes a MaterialAdverse Effect;

xvii. an execution levied on any of the assets of the Concessionaire has caused a MaterialAdverse Effect;

xviii. the Concessionaire is adjudged bankrupt or insolvent, or if a trustee or receiver isappointed for the Concessionaire or for the whole or material part of its assets thathas a material bearing on the Project;

xix. 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 thereasonable opinion of the Authority, a Material Adverse Effect;

xx. occurrence of any Insolvency Event;

xxi. the Concessionaire fails to process the Assured Quantity of Acceptable Waste after COD for a Consecutive period of 7 days;

xxii. the Concessionaire has been or is in the process of being amalgamated orreconstituted in a manner that would cause, in the reasonable opinion of theAuthority, a Material Adverse Effect provided that, as part of such amalgamation orreconstruction, the entire property, assets and undertaking of the Concessionaire aretransferred to the amalgamated or reconstructed entity and that the amalgamated orreconstructed entity has unconditionally assumed the obligations of theConcessionaire under this Agreement and the Project Agreements; and providedthat:

A. the amalgamated or reconstructed entity has the capability and operatingexperience necessary for the performance of its obligations under thisAgreement and the Project Agreements;

B. the amalgamated or reconstructed entity has the financial standing to performits obligations under this Agreement and the Project Agreements and has acredit worthiness at least as good as that of the Concessionaire as at theAppointed Date; and

C. each of the Project Agreements remains in full force and effect;

xxiii. any representation or warranty of the Concessionaire herein contained which is, asof the date hereof, found to be materially false, incorrect or misleading or theConcessionaire is at any time hereafter found to be in breach thereof;

xxiv. the Concessionaire submits to the Authority any statement, notice or otherdocument, in written or electronic form, which has a material effect on theAuthority's rights, obligations or interests and which is false in material particulars;

xxv. the Concessionaire has failed to fulfill any obligation, for which failure Terminationhas been specified in this Agreement;

xxvi. the Concessionaire issues a Termination Notice in violation of this Agreement; or

xxvii. the Concessionaire commits a default in complying with any other provision of thisAgreement if such default causes a Material Adverse Effect on the Authority.

b. Without prejudice to any other rights or remedies which the Authority may have under thisAgreement, upon occurrence of a Concessionaire Default, the Authority shall be entitled toterminate this Agreement by issuing a Termination Notice to the Concessionaire; provided thatbefore issuing the Termination Notice, the Authority shall, by a notice, inform theConcessionaire of its intention to issue such Termination Notice and grant 15 (fifteen) days tothe 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, subject tothe provisions of Clause 30.1.(c).

c. The Authority shall, if there be Lenders, send a copy of its notice of intention to issue aTermination Notice referred to in Clause 30.1.(b) to inform the Lenders' Representative and grant15 (fifteen) days to the Lenders' Representative, for making a representation on behalf of theLenders stating the intention to substitute the Concessionaire in accordance with theSubstitution Agreement. In the event the Authority receives such representation on behalf ofLenders, it shall, in its discretion, either withhold Termination for a period not exceeding180 (one hundred and eighty) days from the date of such representation or exercise its right ofSuspension, 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' rightof substitution, procure that the default specified in the notice is cured within the aforesaidperiod of 180 (one hundred and eighty) days, and upon such curing thereof, the Authority shallwithdraw its notice referred to above and restore all the rights of the Concessionaire.

Provided further that upon written request from the Lenders' Representative and theConcessionaire, 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 deemappropriate.

30.2. Termination for Authority Default

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

   i. The Authority commits a material default in complying with any of the provisionsof this Agreement and such default has a Material Adverse Effect on theConcessionaire;

   ii. The Authority has failed to make any payment to the Concessionaire within theperiod specified in this Agreement;

   iii. The Authority repudiates this Agreement or otherwise takes any action that amountsto or manifests an irrevocable intention not to be bound by this Agreement.

b. Without prejudice to any other right or remedy which the Concessionaire may have under thisAgreement, upon occurrence of an Authority Default, the Concessionaire shall, subject to theprovisions of the Substitution Agreement, be entitled to terminate this Agreement by issuing aTermination Notice to the Authority; provided that before issuing the Termination Notice, theConcessionaire shall by a notice inform the Authority of its intention to issue the TerminationNotice and grant 15 (fifteen) days to the Authority to make a representation, and may after theexpiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue theTermination Notice.

30.3. Termination Payment

a. Upon Termination on account of a Concessionaire Default during the Operation Period, theAuthority shall pay to the Concessionaire, by way of Termination Payment, an amount equalto 90% (ninety percent) of Debt Due less Insurance Cover; provided that if any insurance claimsforming part of the Insurance Cover are not admitted and paid, then 80% (eighty percent) ofsuch unpaid claims shall be included in the computation of Debt

Due. For the avoidance ofdoubt, the Concessionaire herby acknowledges that no Termination Payment shall be due orpayable on account of a Concessionaire Default occurring prior to COD.

b. Upon Termination on account of an Authority Default, the Authority shall pay to theConcessionaire, by way of Termination Payment, an amount equal to:

    i. Debt Due; and

    ii. 150% (one hundred and fifty percent) of the Adjusted Equity.

c. 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 necessaryparticulars, and in the event of any delay, the Authority shall pay interest at a rate equal to one year Bank Rate prevailing at the time plus 3% on the amount of Termination Paymentremaining unpaid; provided that such delay shall not exceed 90 (ninety) days. For the avoidanceof doubt, it is expressly agreed that Termination Payment shall constitute full discharge by theAuthority of its payment obligations in respect thereof hereunder.

d. The Concessionaire expressly agrees that Termination Payment under this Article 30 shallconstitute a full and final settlement of all claims of the Concessionaire on account ofTermination of this Agreement for any reason whatsoever and that the Concessionaire or anyshareholder thereof shall not have any further right or claim under any law, treaty, convention,contract or otherwise.

30.4. 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, stores, implements, construction plants and equipment on or about the Site;

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

d. require the Concessionaire to comply with the Divestment Requirements set forth inClause 31.1; and

e. succeed upon election by the Authority, without the necessity of any further action bythe Concessionaire, to the interests of the Concessionaire under such of the ProjectAgreements as the Authority may in its discretion deem appropriate, and shall uponsuch election be liable to the Contractors only for compensation accruing and becomingdue and payable to them under the terms of their respective Project Agreements fromand 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 sumsclaimed by such Contractors as being due and owing for works and services performedor accruing on account of any act, omission or event prior to such date shall constitutedebt between the Concessionaire and such Contractors, and the Authority shall not inany manner be liable for such sums. It is further agreed that in the event the Authorityelects to cure any outstanding defaults under such Project Agreements, the amountexpended by the Authority for this purpose shall be deducted from the TerminationPayment.

30.5. Survival of Rights

Notwithstanding anything to the contrary contained in this Agreement, but subject to theprovisions of Clause 30.3.(d), any Termination pursuant to the provisions of this Agreement shallbe without prejudice to the accrued rights of either Party including its right to claim and recovermoney damages, insurance proceeds, security deposits, and other rights and remedies, which itmay 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 tothe extent such survival is necessary for giving effect to such rights and obligations.

ARTICLE 31

DIVESTMENT OF RIGHTS AND INTEREST

31.1. Divestment Requirements

a. Upon Termination, the Concessionaire shall comply with and conform to the followingDivestment Requirements:

i. notify to the Authority forthwith the location and particulars of all Project Assets;

ii. deliver forthwith the actual or constructive possession of the Project including all equipments, free and clearof all Encumbrances, save and except to the extent set forth in the SubstitutionAgreement;

iii. cure all Project Assets, so that the Project is compliant with the MaintenanceRequirements; provided that in the event of Termination during the ConstructionPeriod, all Project Assets shall be handed over on 'as is where is' basis after bringingthem to a safe condition;

iv. deliver and transfer relevant records, reports, Intellectual Property and other licensespertaining to the Project and its design, engineering, construction, operation andmaintenance, including all programmes and manuals pertaining thereto, andcomplete 'as built' Drawings as on the Transfer Date. For the avoidance of doubt,the Concessionaire represents and warrants that the Intellectual Property deliveredhereunder shall be adequate and complete for the design, engineering, construction,operation and maintenance of the Project and shall be assigned to the Authority freeof any Encumbrance;

v. transfer and/or deliver all Applicable Permits to the extent permissible underApplicable Laws;

vi. execute such deeds of conveyance, documents and other writings as the Authoritymay reasonably require for conveying, divesting and assigning all the rights, titleand interest of the Concessionaire in the Project Assets, including manufacturers'warranties in respect of any plant or equipment and the right to receive outstandinginsurance claims to the extent due and payable to the Authority, absolutely unto theAuthority or its nominee; and

vii. comply with all other requirements as may be prescribed or required underApplicable Laws for completing the divestment and assignment of all rights, titleand interest of the Concessionaire in the Project, free from all Encumbrances,absolutely unto the Authority or to its nominee.

b. Subject to the exercise by the Authority of its rights under this Agreement or under any of theProject Agreements to perform or procure the performance by a third party of any of theobligations of the Concessionaire, the Parties shall continue to perform their obligations underthis Agreement, notwithstanding the issuance of any Termination Notice, until the Terminationof this Agreement becomes effective in accordance with its terms.

31.2. Inspection and cure

Not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior tothe effective date of such Termination, the Independent Engineer shall verify, after giving duenotice to the Concessionaire specifying the time, date and place of such verification and/or inspection, compliance by the Concessionaire with the Maintenance Requirements, and ifrequired, cause appropriate tests to be carried out at the Concessionaire's cost for this purpose.Defaults, if any, in the Maintenance Requirements shall be cured by the Concessionaire at its costand the provisions of Article 32 shall apply, mutatis mutandis, in relation to curing of defects ordeficiencies under this Article 31.

31.3. Cooperation and assistance on transfer of Project

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

b. The Parties shall provide to each other, 9 (nine) months prior to the Transfer Date in the eventof Termination by efflux of time and immediately in the event of either Party conveying to theother Party its intent to issue a Termination Notice, as the case may be, as much informationand advice as is reasonably practicable regarding the proposed arrangements for operation ofthe Project following the Transfer Date. The Concessionaire shall further provide suchreasonable advice and assistance as the Authority, its concessionaire or agent may reasonablyrequire for operation of the Project until the expiry of 6 (six) months after the Transfer Date.

31.4. Vesting Certificate

The divestment of all rights, title and interest in the Project shall be deemed to be complete onthe 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 inSchedule-P (the "Vesting Certificate"), which will have the effect of constituting evidence ofdivestment by the Concessionaire of all of its rights, title and interest in the Project, and theirvesting in the Authority pursuant hereto. It is expressly agreed that any defect or deficiency inthe Divestment Requirements shall not in any manner be construed or interpreted as restrictingthe 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.

31.5. Divestment costs etc.

a. The Concessionaire shall bear and pay all costs incidental to divestment of all of the rights, titleand interest 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 executedby the Concessionaire in connection with such Divestment shall be borne by the Authority.

b. In the event of any Dispute relating to matters covered by and under this Article 31, the DisputeResolution Procedure shall apply.

ARTICLE 32

DEFECTS LIABILITY AFTER TERMINATION AND HANDOVER OF PROJECT ASSETS

32.1. Liability for defects after Termination

The Concessionaire shall be responsible for all defects and deficiencies in the Project for a periodof 120 (one hundred and twenty) days after Termination, and it shall have the obligation to repairor rectify, at its own cost, all defects and deficiencies observed by the Independent Engineer inthe Project during the aforesaid period. In the event that the Concessionaire fails to repair orrectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issuedby the Authority in this behalf, the Authority shall be entitled to get the same repaired or rectifiedat the Concessionaire's risk and cost so as to make the Project conform to the MaintenanceRequirements. All costs incurred by the Authority hereunder shall be reimbursed by theConcessionaire to the Authority within 15 (fifteen) days of receipt of demand thereof, and in theevent of default in reimbursing such costs, the Authority shall be entitled to recover the samefrom the funds retained in the Escrow Account under the provisions of Clause 32.2 or from thePerformance Security provided thereunder. For the avoidance of doubt, the provisions of thisArticle 32 shall not apply if Termination occurs prior to COD.

32.2. Retention in Escrow Account

a. Notwithstanding anything to the contrary contained in this Agreement, but subject to theprovisions of Clause 32.2.(c), a sum equal to 5% (five percent) of the total realisable revenue by sale of Bio-CNG and By-products for the year immediately preceding the Transfer Date shall be retained in the Escrow Accountfor a period of 120 (one hundred and twenty) days after Termination for meeting the liabilities,if any, arising out of or in connection with the provisions of Clause 32.1.

b. Without prejudice to the provisions of Clause 32.2.(a), the Independent Engineer shall carry outan inspection of the Project at any time between 210 (two hundred and ten) and 180 (onehundred and eighty) days prior to the Termination and if it recommends that the status of theProject is such that a sum larger than the amount stipulated in Clause 32.2.(a) should be retainedin the Escrow Account and for a period longer than the aforesaid 120 (one hundred and twenty)days, the amount recommended by the Independent Engineer shall be retained in the EscrowAccount for the period specified by it.

c. The Concessionaire may, for the performance of its obligations under this Article 32, provideto the Authority a guarantee from a Bank for a sum equivalent to the amount determined underClause 32.2.(a) or 32.2.(b), as the case may be, and for the period specified therein, substantiallyin the form set forth in Schedule-C (the "Performance Guarantee"), to be modified, mutatismutandis, for this purpose, and the Authority shall, without prejudice to its other rights andremedies hereunder or in law, be entitled to encash and appropriate the required amounts fromthe Performance Guarantee for undertaking the repairs or rectification at the Concessionaire'srisk and cost in accordance with the provisions of this Article 32. Upon furnishing of aPerformance Guarantee under this Clause 32.2.(c), the retention of funds in the Escrow Accountin terms of Clause 32.2.(a) or 32.2.(b), as the case may be, shall be dispensed with.

32.3. Handing Over of the Project Assets

Upon the expiry of the Concession by efflux of time and in the normal course, theConcessionaire shall at the end of the Concession Period, hand over encumbrance free andpeaceful possession of the Project Assets in working conditions including Project Site/Facilityincluding all equipmentsat no cost to Authority.

32.4. Joint Inspection and Removal of Deficiency

The handing over process shall be initiated at least 6 (six) months before the actual date ofexpiry of the Concession Period by a joint inspection by the Independent Engineer and theConcessionaire. The Independent Engineer shall, within 15 (fifteen) days of such inspectionprepare and furnish to the Concessionaire a list of works/jobs/additions/alterations, if any, to becarried out to bring the Project to the prescribed level of service condition at least 3 (three)months prior to the date of expiry of the Concession Period. In case the Concessionaire fails tocarry out the above works, within the stipulated time period the Authority shall be at liberty tohave these works executed by any other Person at the risk and cost of the Concessionaire andany cost incurred by Authority in this regard shall be reimbursed by the Concessionaire toAuthority within 15 (fifteen) days of receipt of demand.

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

32.5. First Right of Refusal

a. Prior to the end of term of the Agreement, the Authority may decide to either operate the Projectitself or may re-bid the Project by suitably re-defining or re-structuring the Project parametersat its sole discretion. In the event of re-bidding, if the Concessionaire chooses to participate inthe re-bidding process and does not emerge as the Highest Bidder (H1 Bidder), the Authorityshall provide the Concessionaire time period of 15 (fifteen) days following the date of bidopening to present such offer to decide whether to match the financial quote of Highest Bidderor to better the financial offer of Highest Bidder. Provided however, this right shall be given tothe Concessionaire of this Agreement only subject to the condition that the Concessionaire isnot in default in respect of its obligations under the Agreement and its performance isconsidered good by the Authority.

b. Negotiations: If the Authority does not receive said offer within said 15-days period, or if both the Authorityand the Concessionaire fail to negotiate an offer better than the Highest Bidder and/or do notenter into a legally binding, written agreement in respect of the re-bidded project within 30-days period from the date of said offer, the Authority shall be free to accept the bid of the original Highest Bidder and enter into an agreement with the Highest Bidder on terms andconditions of the bid documents issued by the Authority as a part of re-bidding process.

ARTICLE 33

ASSIGNMENT AND CHARGES

33.1. Restrictions on assignment and charges

a. Subject to Clauses 33.2 and 33.3, this Agreement shall not be assigned by the Concessionaireto any person, save and except with the prior consent in writing of the Authority, which consentthe Authority shall be entitled to decline without assigning any reason.

b. Subject to the provisions of Clause 33.2, the Concessionaire shall not create nor permit tosubsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefitsunder this Agreement or any Project Agreement to which the Concessionaire is a party, exceptwith prior consent in writing of the Authority, which consent the Authority shall be entitled todecline without assigning any reason.

33.2. Permitted assignment and charges

The restraints set forth in Clause 33.1 shall not apply to:

a. liens arising by operation of law (or by an agreement evidencing the same) in theordinary course of business of the Project;

b. mortgages/pledges/hypothecation of goods/assets other than Project Assets and theirrelated documents of title, arising or created in the ordinary course of business of theProject, and as security only for indebtedness to the Lenders under the FinancingAgreements and/or for working capital arrangements for the Project. For the avoidanceof doubt, the Lenders would be entitled to create a lien on the Escrow Account,subject to and without prejudice to the rights of the Authority under this Agreement;

c. assignment of rights, interest and obligations of the Concessionaire to or in favor of theLenders' Representative as nominee and for the benefit of the Lenders, to theextent covered by and in accordance with the Substitution Agreement as security forfinancing provided by Lenders under the Financing Agreements; and

d. Liens or encumbrances required by any Applicable Law.

33.3. Substitution Agreement

a. The Lenders' Representative, on behalf of Lenders, may exercise the right to substitutethe Concessionaire pursuant to the agreement for substitution of the Concessionaire (the"Substitution Agreement") to be entered into amongst the Concessionaire, the Authority andthe Lenders' Representative, on behalf of Lenders, substantially in the form set forth inSchedule-Q.

b. Upon substitution of the Concessionaire under and in accordance with the SubstitutionAgreement, the Nominated Company substituting the Concessionaire shall be deemed to be theConcessionaire under this Agreement and shall enjoy all rights and be responsible for allobligations of the Concessionaire under this Agreement as if it were the Concessionaire;provided that where the Concessionaire is in breach of this Agreement on the date of suchsubstitution, the Authority shall by notice grant a Cure Period of 120 (one hundred and twenty)days to the Concessionaire for curing such breach.

33.4. Assignment by the Authority

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

ARTICLE 34

CHANGE IN LAW

34.1. Change in Law

"Change in Law" means any of the following events which has a Material Adverse Effect:

a. adoption, promulgation, modification, reinterpretation or repeal after the date of this Agreement by any Government Authority of any statute, rule, ordinance, regulation or order, treaty, convention, directive, guideline, policy having force of law; or

b. the imposition by any Government Authority of any material condition (other than a condition which has been imposed as a consequence of a violation by the Concessionaire of any Applicable Permit) in connection with the issuance, renewal or modification of any Applicable Permits after the date of this Agreement which renders the performance by the Concessionaire of any of the terms of this Agreement impossible or unviable; or

c. any Applicable Permit previously granted, ceasing to remain in full force and effect for reasons other than breach/violation by or the negligence of the Concessionaire or if granted for a limited period, being renewed on terms different from those previously stipulated.

Provided any (i) imposition of new taxes, duties, cess and the like and/or the increase in taxes, duties, cess and the like effected from time to time by any Government Authority, and/or (ii) imposition of standards and condition of operations, maintenance and safety arising out of a new or revised Environmental Law; and/or (iii) imposition of standards and terms of employment and working conditions of labourers and workmen; and/or (iii) any rules or regulations stipulated by Authority or other regulatory authority having jurisdiction over the Project in respect of the standards of service shall not constitute a Change in Law.

34.2. The Concessionaire's Remedy

a. In the event of Change in Law the Concessionaire may propose to Authority modifications to the relevant terms of this Agreement which are reasonable and intended to mitigate the effect of the Change in Law. Thereupon, the Parties shall, in good faith, negotiate and agree upon suitable changes in the terms of this Agreement including extension of the Concession Period, so as to place the Concessionaire in substantially the same legal and financial position as it were prior to such Change in Law. Provided

however, that if the resultant Material Adverse Effect is such that this Agreement is frustrated or is rendered illegal or impossible of performance, the Change in Law shall be deemed to be a Political Event, whereupon the provisions with respect thereto shall apply.

b. Upon occurrence of a Change in Law, the Concessionaire shall notify Authority, of the following:

    i. The particulars, nature and the impact of Change in Law on the Project;

    ii. In sufficient detail, the estimate of the Additional Cost likely to be incurred by the Concessionaire on account of the Change in Law; and

    iii. The measures, which the Concessionaire has taken or proposes to take to mitigate the impact of Change in Law, including in particular, minimizing the Additional Cost.

c. Upon receipt of the notice of Change in Law issued by the Concessionaire pursuant to the preceding sub-article (b), Authority and the Concessionaire shall hold discussions and take all such steps as may be necessary including determination/certification by an Expert, appointed by the Parties by mutual consent, of the Additional Cost and to determine the quantum of the Additional Cost to be incurred.

d. Notwithstanding the aforesaid, if in terms of Good Industry Practice, the event constituting a Change in Law could be insured, the Concessionaire shall not be entitled to any remedy under Article 34.2;

ARTICLE 35

LIABILITY AND INDEMNITY

35.1. General indemnity

a. The Concessionaire shall indemnify, defend, save and hold harmless the Authority and itsofficers, servants, agents, Government Instrumentalities and Government owned and/orcontrolled entities/enterprises, (the "Authority Indemnified Persons") against any and allsuits, proceedings, actions, demands and claims from third parties for any loss, damage, costand expense of whatever kind and nature, whether arising out of any breach by theConcessionaire of any of its obligations under this Agreement or any related agreement or onaccount of any defect or deficiency in the provision of services by the Concessionaire to theAuthority or to any User, or from any negligence of the Concessionaire under contract or tortor 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 ordefault of this Agreement on the part of the Authority Indemnified Persons.

b. The Authority shall indemnify, defend, save and hold harmless the Concessionaire against anyand 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 (a) defect in title and/or the rightsof the Authority in the land comprised in the Site, and/or (b) breach by the Authority of any ofits obligations under this Agreement or any related agreement, which materially and adverselyaffect the performance by the Concessionaire of its obligations under this Agreement, save andexcept that where any such claim, suit, proceeding, action, and/or demand has arisen due to anegligent act or omission, or breach of any of its obligations under any provision of thisAgreement or any related agreement, and/or breach of its statutory duty on the part of theConcessionaire, its subsidiaries, affiliates, contractors, servants or agents, the same shall be theliability of the Concessionaire.

35.2. Indemnity by the Concessionaire

a. Without limiting the generality of Clause 35.1, the Concessionaire shall fully indemnify, holdharmless and defend the Authority and the Authority Indemnified Persons from and against anyand all loss and/or damages arising out of or with respect to:

    i. failure of the Concessionaire to comply with Applicable Laws and ApplicablePermits;

ii. payment of taxes required to be made by the Concessionaire in respect of the incomeor other taxes of the Concessionaire's contractors, suppliers and representatives; or

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

b. Without limiting the generality of the provisions of this Article 35, the Concessionaire shallfully indemnify, hold harmless and defend the Authority Indemnified Persons from and againstany and all suits, proceedings, actions, claims, demands, liabilities and damages which theAuthority 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 patentrights, copyrights or other intellectual property, proprietary or confidentiality rights withrespect to any materials, information, design or process used by the Concessionaire or by theConcessionaire's Contractors in performing the Concessionaire's obligations or in any wayincorporated in or related to the Project. If in any such suit, action, claim or proceedings, atemporary restraint order or preliminary injunction is granted, the Concessionaire shall makeevery reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation orsuspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings,the Project, or any part thereof or comprised therein, is held to constitute an infringement andits use is permanently enjoined, the Concessionaire shall promptly make every reasonable effortto secure for the Authority a license, at no cost to the Authority, authorizing continued use ofthe infringing work. If the Concessionaire is unable to secure such license within a reasonabletime, the Concessionaire shall, at its own expense, and without impairing the Specifications andStandards, either replace the affected work, or part, or process thereof with non-infringing workor part or process, or modify the same so that it becomes non-infringing.

c. Concessionaire agrees to indemnify and hold indemnified the Authority against all cost, expenses, and penalties arising out of:

i. Operations of the Project Facilities under this Agreement.

ii. Compliance with all labour laws and all possible claims and employment related liabilities of its staff employed in relation with the Project.

35.3. Notice and contest of claims

In the event that either Party receives a claim or demand from a third party in respect of which itis entitled to the benefit of an indemnity under this Article 35 (the "Indemnified Party") it shallnotify the other Party (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claimor demand and shall not settle or pay the claim without the prior approval of the IndemnifyingParty, which approval shall not be unreasonably withheld or delayed. In the event that theIndemnifying Party wishes to contest or dispute the claim or demand, it may conduct theproceedings in the name of the Indemnified Party, subject to the Indemnified Party being securedagainst any costs involved, to its reasonable satisfaction.

35.4. Defense of claims

a. The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigateany claim, action, suit or proceeding by any third party alleged or asserted against such Partyin respect of, resulting from, related to or arising out of any matter for which it is entitled to beindemnified hereunder, and reasonable costs and expenses thereof shall be indemnified by theIndemnifying Party. If the Indemnifying Party acknowledges in writing its obligation toindemnify the Indemnified Party in respect of loss to the full extent provided by this Article 35,the Indemnifying Party shall be entitled, at its option, to assume and control the defense of suchclaim, action, suit or proceeding, liabilities, payments and obligations at its expense and throughthe counsel of its choice; provided it gives prompt notice of its intention to do so to theIndemnified Party and reimburses the Indemnified Party for the reasonable cost and expensesincurred by the Indemnified Party prior to the assumption by the Indemnifying Party of suchdefense. The Indemnifying Party shall not be entitled to settle or compromise any claim,demand, action, suit or proceeding without the prior written consent of the Indemnified Party,unless the Indemnifying Party provides such security to the Indemnified Party as shall bereasonably required by the Indemnified Party to secure the loss to be indemnified hereunder tothe extent so compromised or settled.

b. If the Indemnifying Party has exercised its rights under Clause 35.3, the Indemnified Party shallnot be entitled to settle or compromise any claim, action, suit or proceeding without the priorwritten consent of the Indemnifying Party (which consent shall not be unreasonably withheldor delayed).

c. If the Indemnifying Party exercises its rights under Clause 35.3, the Indemnified Party shallnevertheless have the right to employ its own counsel, and such counsel may participate in suchaction, but the fees and expenses of such counsel shall be at the expense of the IndemnifiedParty, when and as incurred, unless:

i. the employment of counsel by such party has been authorized in writing by theIndemnifying Party;

ii. the Indemnified Party shall have reasonably concluded that there may be a conflict ofinterest between the Indemnifying Party and the Indemnified Party in the conduct of thedefense of such action;

iii. the Indemnifying Party shall not, in fact, have employed independent counsel reasonablysatisfactory to the Indemnified Party, to assume the defense of such action and shall havebeen so notified by the Indemnified Party; or

iv. the Indemnified Party shall have reasonably concluded and specifically notified theIndemnifying Party either:

A. that there may be specific defenses available to it which are different from oradditional to those available to the Indemnifying Party; or

B. that such claim, action, suit or proceeding involves or could have a materialadverse effect upon it beyond the scope of this Agreement:

Provided that if Sub-clauses (ii), (iii) or (iv) of this Clause 35.4.(c) shall be applicable, the counselfor the Indemnified Party shall have the right to direct the defense of such claim, demand,action, suit or proceeding on behalf of the Indemnified Party, and the reasonable fees anddisbursements of such counsel shall constitute legal or other expenses hereunder.

35.5. No consequential claims

Notwithstanding anything to the contrary contained in this Article 35, the indemnities herein providedshall 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 thisAgreement.

35.6. 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,save and except where amounts exceeding the Total Project Cost are specifically

prescribed inthis Agreement as Termination Payment, shall not exceed the Total Project Cost. The limitationhereunder shall not apply to any or all liabilities in respect of third parties. The Parties agree thatthe Concessionaire's liability will be uncapped in case of any liabilities arising due to: (a) anyamount payable as indemnity to the Authority due to its acts or omissions or fraud, grossnegligence 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 connectionwith its performance of this Agreement; or (e) any loss of or physical damage to property of theAuthority or any third part.

35.7. Survival on Termination

The provisions of this Article 35 shall survive Termination.

ARTICLE 36

RIGHTS AND TITLE OVER THE SITE

36.1. Licensee rights

For the purpose of this Agreement, the Concessionaire shall have rights to the use of the Site assole licensee subject to and in accordance with this Agreement, and to this end; it may regulatethe entry and use of the Project by third parties in accordance with and subject to the provisionsof this Agreement.

36.2. Access rights of the Authority and others

The Concessionaire shall allow free access to the Site at all times for the authorizedrepresentatives and vehicles of the Authority, Lenders, and the Independent Engineer,and for the persons duly authorized by any Government Instrumentality to inspect the Projectand to investigate any matter within their authority, and upon reasonable notice, theConcessionaire shall provide to such persons, reasonable assistance necessary to carry out theirrespective duties and functions.

36.3. Property taxes

All property taxes on the Site shall be payable by the Authority as owner of the Site; provided,however, that any such taxes payable by the Concessionaire under Applicable Laws for use ofthe Site shall not be reimbursed or payable by the Authority. For the avoidance of doubt, theParties agree that stamp duties, if any, due and payable on the grant of license comprising thisAgreement shall be paid by the Authority. Provided, however, that the Authority may require theConcessionaire to pay such stamp duties, which shall be reimbursed by the Authority to theConcessionaire within 15 (fifteen) days of receiving the demand thereof.

36.4. Restriction on sub-leasing

The Concessionaire shall not sub-license or sub-let the whole or any part of the Site, save and except as may be expressly set forth in this Agreement; provided that nothing contained hereinshall be construed or interpreted as restricting the right of the Concessionaire to appointContractors for the performance of its obligations hereunder including for operation andmaintenance of all or any part of the Project.

ARTICLE 37

DISPUTE RESOLUTION

37.1. Dispute resolution

a. Any dispute, difference or controversy of whatever nature howsoever arising under or out of orin relation to this Agreement (including its interpretation) between the Parties, and so notifiedin writing by either Party to the other Party (the "Dispute") shall, in the first instance, beattempted to be resolved amicably in accordance with the conciliation procedure set forth inClause 37.2.

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

37.2. Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Independent Engineer to mediate and assist the Parties in arriving at an amicable settlement thereof. Failingmediation by the Independent Engineer or without the intervention of the Independent Engineer,either Party may require such Dispute to be referred to the Commissioner of the Authority andthe Chairman/Director 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 andattempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven)days period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or theDispute 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 37.1.(a) or such longer period as may bemutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordancewith the provisions of Clause 37.3.

37.3. Arbitration

a. Any Dispute which is not resolved amicably by conciliation, as provided in Clause 37.2, shallbe finally decided by reference to arbitration by an arbitral tribunal constituted in accordancewith Clause 37.3.(b). Such arbitration shall be held in accordance with the Rules of Arbitration of the Nani Palkhivala Arbitration Centre, Chennai(the "Rules"), orsuch other rules as may be mutually agreed by the Parties, and shall be subject to the

provisionsof the Arbitration and Conciliation Act, 1996. The place of such arbitration shall be in Maduraiand the language of arbitration proceedings shall be English.

b. There shall be an arbitral tribunal comprising three arbitrators, of whom each Party shall selectone, and the third arbitrator shall be appointed by the two arbitrators so selected and in the eventof disagreement between the two arbitrators, the appointment shall be made in accordance withthe Rules.

c. The arbitral tribunal shall make a reasoned award (the "Award"). Any Award made in anyarbitration held pursuant to this Article 37 shall be final and binding on the Parties as from thedate it is made, and the Concessionaire and the Authority agree and undertake to carry out suchAward without delay.

d. The Concessionaire and the Authority agree that an Award may be enforced against theConcessionaire and/or the Authority, as the case may be, and their respective assets whereversituated.

e. 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.

37.4. Adjudication by a tribunal

In the event of constitution of a statutory tribunal or other forum with powers to adjudicate upondisputes between the Concessionaire and the Authority, all Disputes arising after suchconstitution shall, instead of reference to arbitration under Clause 37.3, be adjudicated upon bysuch tribunal or other forum in accordance with Applicable Laws and all references to DisputeResolution Procedure shall be construed accordingly.

ARTICLE 38

DISCLOSURE

38.1. Disclosure of Specified Documents

The Concessionaire shall make available for inspection by any person, copies of this Concession Agreement, the Maintenance Manual, the Maintenance Program, the Maintenance Requirements and the Safety Requirements (hereinafter collectively referred to as the "Specified Documents"), free of charge, during normal business hours on all working days at the Site and the Concessionaire's Registered Office. The Concessionaire shall prominently display at a suitable place in its office and at the Site, public notices stating the availability of the Specified Documents for such inspection, and shall provide copies of the same to any person upon payment of copying charges on a 'no profit no loss' basis.

38.2. Disclosure of Documents relating to safety

The Concessionaire shall make available for inspection by any person copies of all Documentsand data relating to safety of the Project, free of charge, during normal business hours on allworking days, at the Concessionaire's Registered Office. The Concessionaire shall make copiesof the same available to any person upon payment of copying charges on a 'no profit no loss'basis.

38.3. Withholding disclosure of Protected Documents

Notwithstanding the provisions of Clauses 38.1 and 38.2, the Authority shall be entitled to directthe Concessionaire, from time to time, to withhold the disclosure of Protected Documents (asdefined herein below) to any person in pursuance of the aforesaid Clauses.

Explanation:

The expression Protected Documents shall mean such of the Specified Documents ordocumentsreferred to in Clauses 38.1 and 38.2, or portions thereof, the disclosure of which the Authority isentitled to withhold under the provisions of the Right to Information Act, 2005.

ARTICLE 39

MISCELLANEOUS

39.1. Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the lawsof India, and the courts in Madurai shall have exclusive jurisdiction over matters arising out of orrelating to this Agreement.

39.2. Waiver of immunity

Each Party unconditionally and irrevocably:

a. agrees that the execution, delivery and performance by it of this Agreement constitutecommercial acts done and performed for commercial purpose;

b. agrees that, should any proceedings be brought against it or its assets, property orrevenues in any jurisdiction in relation to this Agreement or any transactioncontemplated by this Agreement, no immunity (whether by reason of sovereignty orotherwise) from such proceedings shall be claimed by or on behalf of the Party withrespect to its assets;

c. waives any right of immunity which it or its assets, property or revenues now has, mayacquire 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 inany such proceedings to the giving of any relief or the issue of any process in anyjurisdiction in connection with such proceedings (including the making, enforcementor execution against it or in respect of any assets, property or revenues whatsoeverirrespective of their use or intended use of any order or judgment that may be made orgiven in connection therewith).

39.3. Depreciation

For the purposes of depreciation under Applicable Laws, the property representing the capital investment made by the Concessionaire in the Project shall be deemed to be acquired and ownedby the Concessionaire. For the avoidance of doubt, the Authority shall not in any manner be liablein respect of any claims for depreciation to be made by the Concessionaire under ApplicableLaws.

39.4. Delayed payments

a. The Parties hereto agree that payments due from one Party to the other Party under theprovisions of this Agreement shall be made within the period set forth therein, and if no suchperiod is specified, within 30 (thirty) days of receiving a demand along with the necessaryparticulars. Unless otherwise specified in this Agreement, in the event of delay beyond suchperiod, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to one year Bank Rate prevailing at the time plus 3%, and recovery thereof shall be withoutprejudice to the rights of the Parties under this Agreement including Termination thereof.

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

39.5. Waiver

a. Waiver, including partial or conditional waiver, by either Party of any default by the other Partyin the observance and performance of any provision of or obligations under this Agreement:

    i. shall not operate or be construed as a waiver of any other or subsequent default hereofor of other provisions of or obligations under this Agreement;

    ii. shall not be effective unless it is in writing and executed by a duly authorizedrepresentative of the Party; and

    iii. shall not affect the validity or enforceability of this Agreement in any manner.

b. Neither the failure by either 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 otherindulgence granted by a Party to the other Party shall be treated or deemed as waiver of suchbreach or acceptance of any variation or the relinquishment of any such right hereunder.

39.6. Liability for review of Documents and Drawings

Except to the extent expressly provided in this Agreement

a. no review, comment or approval by the Authority or the Independent Engineer of anyProject Agreement, Document or Drawing submitted by the Concessionaire nor anyobservation or inspection of the construction, operation or maintenance of the Projectnor the failure to review, approve, comment, observe or inspect hereunder shall relieveor absolve the Concessionaire from its obligations, duties and liabilities under thisAgreement, Applicable Laws and Applicable Permits; and

b. The Authority shall not be liable to the Concessionaire by reason of any review,comment, approval, observation or inspection referred to in sub-clause (a) above.

39.7. Exclusion of implied warranties etc.

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

39.8. Survival

a. Termination shall:

i. Not relieve the Concessionaire or the Authority, as the case may be, of any obligationshereunder which expressly or by implication survive Termination hereof; and

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

b. All obligations surviving Termination shall only survive for a period of 3 (three) yearsfollowing the date of such Termination.

39.9. Entire Agreement

This Agreement and the Schedules together constitute a complete and exclusive statement of theterms of the agreement between the Parties on the subject hereof, and no amendment ormodification hereto shall be valid and effective unless such modification or amendment is

agreedto in writing by the Parties and duly executed by persons especially empowered in this behalf bythe respective Parties. All prior written or oral understandings, offers or other communicationsof every kind pertaining to this Agreement are abrogated and withdrawn. For the avoidance ofdoubt, the Parties hereto agree that any obligations of the Concessionaire arising from the Request for Proposals, shall be deemed to form part ofthis Agreement and treated as such.

39.10. Severability

If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal orunenforceable or is declared by any court of competent jurisdiction or any other instrumentalityto be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainingprovisions shall not be affected in any manner, and the Parties will negotiate in good faith with aview 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 orunenforceable provision. Failure to agree upon any such provisions shall not be subject to theDispute Resolution Procedure set forth under this Agreement or otherwise.

39.11. 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 eitherParty, and neither Party shall have any right, power or authority to enter into any agreement orundertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwisebind, the other Party.

39.12. Third parties

This Agreement is intended solely for the benefit of the Parties and their respective successorsand 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.

39.13. Successors and assigns

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

39.14. Notices

Any notice or other communication to be given by any Party to the other Party under or inconnection 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 deliveredby hand to the address given and marked for attention of the person set out below or tosuch other person as the Concessionaire may from time to time designate by notice tothe Authority; provided that notices or other communications to be given to an addressoutside the Madurai may, if they are subsequently confirmedby 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 totime 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 byhand at the address given below and be addressed to the person named below with acopy delivered to the Authority Representative or such other person as the Authoritymay from time to time designate by notice to the Concessionaire; provided that if theConcessionaire does not have an office in the Maduraiit maysend such notice by facsimile or e-mail and by registered acknowledgement due, airmail or by courier.

   {Name:
   Designation:
   Address:
   Fax No:
   Email :}; and

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

39.15. 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 inwriting and in English language.

39.16. Counterparts

This Agreement may be executed in two counterparts, each of which, when executed anddelivered, 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.

SIGNED, SEALED AND DELIVERED For and on behalf of THE AUTHORITY by:	THE COMMON SEAL OF CONCESSIONAIREhas been affixed pursuant to the resolution passedby the Board of Directors of the Concessionaire atits meeting held on the [ ] day of [ ]20[ ] hereuntoaffixed in the presence of …….. Director,who has signed these Presents in token thereofand,……, Company Secretary/AuthorizedOfficer who has countersigned the same in tokenthereof:
(Signature) (Designation) (Name) (Address) (Fax No.) (e-mail)	(Signature) (Designation) (Name) (Address) (Fax No.) (e-mail)

SIGNED, SEALED AND DELIVERED For and on behalf of THE SELECTED BIDDER by:

(Signature)
(Designation)
(Name)
(Address)
(Fax No.)

(e-mail)

In the presence of:

1. 2.

SCHEDULES

SCHDULE A

SITE OF THE PROJECT

The Site

1. Site of the Project shall include the land, buildings, structures and road works as described in this Schedule.

2. An inventory of the Site including the land, buildings, structures, roadworks, trees and any other immovableproperty on, or attached to, the Site shall be prepared jointly by Authority Representative and the Concessionaire,and such inventory shall form part of this Schedule A.

3. Map of the Land for Bio-CNG facility is as shown below: [map to be inserted]

4. Inventory of the Site [to be filled at the time of granting concession]

SCHDULE B

APPLICABLE PERMITS

1.1. The Concessionaire shall obtain, as required under the Applicable Laws, the followingApplicable Permits on or before the Appointed Date, in accordance with Clause 4.1.(b) of the Agreement:

S.No.	Approval/Clearance	Concerned Authority
1.	Approval for layout and building	Directorate of Town & Country Planning (DTCP)
2.	Consent to Establish & Consent to Operate (CTE & CTO)	Tamil Nadu Pollution Control Board (TNPCB)
3.	Explosive substance license - CTE & CTO	Petroleum and Explosives Safety Organization (PESO)
4.	Factory License	Chief Inspector of Factories
5.	Labour License	Department of Labour
6.	NOC from Fire Department	State Fire and Emergency Services
7.	Certificate of Manufacture of Organic manure	Department of Agriculture
8.	Power Connection	TANGEDCO
9.	Water Supply	Municipal Authority
10.	Height clearance from Airport Authority of India (if required)	Air Traffic Control / Airport Authority of India

1.2. The Authority shall on a best effort (upon request of the Concessionaire in respect thereof) facilitatethe Concessionaire in obtaining, as required under Applicable Laws and the Applicable Permitsdetailed in clause 1.1 above. It is however clarified that the responsibility of obtaining all theApplicable Permits, in terms hereof, shall vest with the Concessionaire. It is further clarified thatthe Concessionaire shall not hold the Authority responsible for procurement/ non- procurement ofany of the Applicable Permits.

1.3. Further, if there are any other approvals required for the project from time to time, obtaining of the same will be the responsibility of the Concessionaire.

SCHDULE C

PERFORMANCE SECURITY

To,
Madurai City Municipal Corporation Office,
Arignar Anna Maligai, Thallakulam,
Madurai–625 002

WHEREAS:

A. _____(the "Concessionaire") and Madurai City Municipal Corporation (the "Authority") have entered into a Concession Agreement dated_____ (the "Agreement") whereby the Authority has agreed to the Concessionaireundertaking establishment of 250 TPD Municipal Solid Waste based Bio-CNG Plant at Madurai under PPP Mode on Design, Build, Finance, Operate and Transfer Basis for a period of 20 years, subject to and in accordance withthe provisions of the Agreement.

B. The Agreement requires the Concessionaire to furnish a Performance Security to the Authority ina sum of Rs. _____ (Rupees _____ only) (the "Guarantee Amount") as security fordue and faithful performance of its obligations, under and in accordance with the Agreement(as defined in the Agreement).

40

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

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

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to theAuthority upon occurrence of any failure or default in due and faithful performance of all orany of the Concessionaire's obligations, under and in accordance with the provisions of theAgreement, 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 toan aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authoritybeing required to prove or to show grounds or reasons for its demand and/or for the sumspecified therein.

2. A letter from the Authority, under the hand of an Officer not below the rank of_____ in the MaduraiCity Municipal Corporation, that the Concessionaire has committeddefault in the due and faithful performance of all or any of its obligations under and inaccordance with the Agreement shall be conclusive, final and binding on the Bank. The Bankfurther agrees that the Authority shall be the sole judge as to whether the Concessionaire is indefault in due and faithful performance of its obligations during the Construction Period underthe Agreement and its decision that the Concessionaire is in default shall be final, and bindingon the Bank, notwithstanding any differences between the Authority and the Concessionaire,or any dispute between them pending before any court, tribunal, arbitrators or any otherauthority 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 Bankwere the principal debtor and any change in the constitution of the Concessionaire and/or theBank, whether by their absorption with any other body or corporation or otherwise, shall notin 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 toproceed against the Concessionaire before presenting to the Bank its demand under thisGuarantee.

5. The Authority shall have the liberty, without affecting in any manner the liability of the Bankunder this Guarantee, to vary at any time, the terms and conditions of the Agreement or toextend the time or period for the compliance with, fulfilment and/ or performance of all orany of the obligations of the Concessionaire contained in the Agreement or to postpone forany time, and from time to time, any of the rights and powers exercisable by the Authorityagainst the Concessionaire, and either to enforce or forbear from enforcing any of the termsand 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 byany exercise by the Authority of the liberty with reference to the matters aforesaid or by reasonof time being given to the Concessionaire or any other forbearance, indulgence, act oromission on the part of the Authority or of any other matter or thing whatsoever which underany law relating to sureties and guarantors would but for this provision have the effect ofreleasing the Bank from its liability and obligation under this Guarantee and the Bank herebywaives 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 nowor which may hereafter be held by the Authority in respect of or relating

to the Agreement orfor the fulfilment, compliance and/or performance of all or any of the obligations of theConcessionaire under the Agreement.

7. Notwithstanding anything contained hereinbefore, the liability of the Bank under thisGuarantee is restricted to the Guarantee Amount and this Guarantee will remain in forcethroughout the Concession Period and unless a demand or claim in writing is made by theAuthority on the Bank under this Guarantee, no later than 6 (six) months from the date ofexpiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeitedand the Bank shall be relieved from its liabilities hereunder.

8. The Performance Security shall be released within 3 (three)months after the expiry ofConcession Period provided the Concessionaire is not in breach of this Agreement. Uponrequest made by the Concessionaire for release of the Performance Security along with theparticulars required hereunder, duly certified by a statutory auditor of the Concessionaire, theAuthority shall release the Performance Security forthwith.

9. The Bank undertakes not to revoke this Guarantee during its currency, except with theprevious express consent of the Authority in writing, and declares and warrants that it has thepower to issue this Guarantee and the undersigned has full powers to do so on behalf of theBank.

10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressedto the Bank at its above referred Branch, which shall be deemed to have been duly authorisedto receive such notice and to effect payment thereof forthwith, and if sent by post it shall bedeemed to have been given at the time when it ought to have been delivered in due course ofpost and in proving such notice, when given by post, it shall be sufficient to prove that theenvelope containing the notice was posted and a certificate signed by an officer of theAuthority that the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force andeffect for the entire Concession period or until it is released earlier by the Authority pursuantto 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:

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

SCHDULE D

PROJECT COMPLETION SCHEDULE

1. Project Construction Completion Schedule

   During Construction Period, the Concessionaire shall comply with the requirements set forth in thisSchedule-D for each of the Project Milestones and the Scheduled Completion Date (the "ProjectCompletion Schedule"). Within 15 (fifteen) days of the date of each Project Milestone, theConcessionaire shall notify the Authority of such compliance along with necessary particularsthereof.

2. Project Milestone-I

   2.1 Project Milestone-I shall occur on the date falling on the [60th (sixtieth)] dayfrom the Appointed Date (the "Project Milestone-I").

   2.2 Prior to the occurrence of Project Milestone-I, the Concessionaire shall have commencedconstruction of the Project and expended not less than 30% (thirty percent) of the Total ProjectCost set forth in the Financial Package.

3. Project Milestone-II

   3.1 Project Milestone-II shall occur on the date falling on the [210th (two hundred and tenth)]day from the Appointed Date (the "Project Milestone-II").

   3.2 Prior to the occurrence of Project Milestone-II, the Concessionaire shall have expended not lessthan 70% (Seventy percent)] of the Total Project Cost set forth in the Financial Package.

4. Scheduled Completion Date

   4.1 The Scheduled Completion Date shall be the [330th (three hundred and thirtieth)] day from theAppointed Date.

   4.2 On or before the Scheduled Completion Date, the Concessionaire shall have completed the Projectin accordance with this Agreement.

5. Extension of period

Upon extension of any or all of the aforesaid Project Milestones or the Scheduled Completion Date,as the case may be, under and in accordance with the provisions of this Agreement, the ProjectCompletion Schedule shall be deemed to have been amended accordingly.

SCHDULE E

DRAWINGS

1. Drawings

In compliance of the obligations set forth in Clause 12.2 of this Agreement, the Concessionaire shallfurnish to the Independent Engineer, free of cost, all Drawings as listed below:

1.1 General layout and construction details such as fencing /boundary wall, building sectional view, etc
1.2 Plantation and green belt area with species details
1.3 Facilities drawing like internal roads, machinery, weighbridges, maneuvering of vehicles, Waste to CBG plant
1.4 Process Flow Diagrams, Piping & Instrumentation Drawings, Hydraulic Flow Diagrams & Mass Balance
1.5 Utilities drawing such as security arrangement, restroom, etc.
1.6 Electric supply, water supply, storm water drainage, leachate treatment, Effluent Treatment Plant etc.
1.7 Any additional facilities drawing provided by Concessionaire such as rainwater harvesting, solar power etc

Note: Drawing - mean all of the drawings including working drawings for the Project Facilities, designs, calculations and documents pertaining to the Project in accordance with the Construction and O&M Requirements based on the Design Input.

2. Additional drawings

If the Independent Engineer determines that for discharging its duties and functions under thisAgreement, it requires any drawings other than those listed in above, it may by notice require theConcessionaire to prepare and furnish such drawings forthwith. Upon receiving a requisition to thiseffect, the Concessionaire shall promptly prepare and furnish such drawings to the IndependentEngineer, as if such drawings formed part of this Schedule-E.

SCHDULE F

TESTS

1. Schedule for Tests

1.1 The Concessionaire shall, no later than 30 (thirty) days prior to the likely completion of the Project,notify the Independent Engineer and the Authority of its intent to subject the Project to Tests, andno later than 7 (seven) days prior to the actual date of Tests, furnish to the Independent Engineerand the Authority detailed inventory and particulars of all works and equipment forming part ofthe Project.

1.2 The Concessionaire shall notify the Independent Engineer of its readiness to subject the Project toTests at any time after 7 (seven) days from the date of such notice, and upon receipt of such notice,the Independent Engineer shall, in consultation with the Concessionaire, determine the date andtime for each Test and notify the same to the Authority who may designate its representative towitness the Tests. The Independent Engineer shall thereupon conduct the Tests itself or cause anyof the Tests to be conducted in accordance with Article 14 and this Schedule-F.

2. Tests

2.1 In pursuance of the provisions of Clause 14.1.(b) of this Agreement, the Independent Engineer shallconduct, or cause to be conducted, the Tests specified in this Paragraph 2.

2.2 Visual and physical Test: The Independent Engineer shall conduct a visual and physical check ofthe Project Facilities to determine that all works and equipment forming part thereof conform to theprovisions of this Agreement.

2.3 Trial run: The Independent Engineer shall require the Concessionaire to carry out or cause to be carried out a trial run of all equipment, facilities and systems to determine that the Project Facilities are in conformity with the provisions of this Agreement.

2.4 Tests for equipment The Independent Engineer shall conduct or cause to be conducted Tests, in accordancewith Good Industry Practice, for determining the compliance of all systems and equipmentcomprising the Project Facilities.

2.5 Other Tests: The Independent Engineer may require the Concessionaire to carry out or cause to becarried additional Tests, in accordance with Good Industry Practice, for determining thecompliance of the Project with Specifications and Standards.

2.6 Environmental audit: The Independent Engineer shall carry out a check to determine conformityof the Project with the environmental requirements set forth in Applicable Laws and ApplicablePermits.

2.7 Safety review: Safety audit of the Project shall have been undertaken by the Independent Engineeras set forth in Schedule-L, and on the basis of such audit, the Independent Engineer shall determineconformity of the Project with the provisions of this Agreement.

3. Agency for conducting Tests

All Tests set forth in this Schedule shall be conducted by the Independent Engineer or such otheragency or person as it may specify in consultation with the Authority.

4. Completion/Provisional Certificate

Upon successful completion of Tests, the Independent Engineer shall issue the CompletionCertificate or the Provisional Certificate, as the case may be, in accordance with the provisions ofArticle 14.

5. Tests during construction

Without prejudice to the provisions of this Schedule-F, tests during construction shall beconducted in accordance with the provisions of Clause 13.3.(a).

SCHDULE G

COMPLETION CERTIFICATE
(See Clause 14.2 & 14.3)

1. Completion Certificate

I/We, _____ (Name of the Independent Engineer), acting as Independent Engineer, under andin accordance with the Concession Agreement dated _____(the "Agreement"), forestablishment of 250 TPD Municipal Solid Waste based Bio-CNG Plant at Madurai under PPP Mode on Design, Build, Finance, Operate and Transfer Basis for a period of 20 years, through _____(Name ofConcessionaire), hereby certify that the Tests specified in Article 14 and Schedule-F of theAgreement have been successfully undertaken to determine compliance of the Project with theprovisions of the Agreement, and I/We am/are satisfied that the Project can be safely and reliablyplaced in commercial service.

It is certified that, in terms of the aforesaid Agreement, all works forming part of the Project havebeen completed, and the Project is hereby declared fit for entry into commercial operation on thisthe ****day of **** 20**.

SIGNED, SEALED AND DELIVERED
For and on behalf of
INDEPENDENT ENGINEER by:

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

2. Provisional Certificate

I/We,…… (Name of the Independent Engineer), acting as Independent Engineer, under andin accordance with the Concession Agreement Dated _____(the "Agreement"), for establishment of 250 TPD Municipal Solid Waste based Bio-CNG Plant at Madurai under PPP Mode on Design, Build, Finance, Operate and Transfer Basis for a period of 20 years, through _____(Name ofConcessionaire), hereby certify that the Tests specified in Article 14 and Schedule-F of theAgreement have been undertaken for the Project/section _____ of the Project to determinecompliance thereof with the provisions of the Agreement.

Construction Works / installation of equipmentsforming part of the Project/section of the Project that were found to beincomplete and/or deficient have been specified in the Punch List appended hereto, and theConcessionaire has agreed and accepted that it shall complete and/or rectify all such works in thetime and manner set forth in the Agreement. [Some of the incomplete works have been delayed as aresult of reasons attributable to the Authority or due to Force Majeure and the Provisional Certificatecannot be withheld on this account. Though the remaining incomplete works have been delayed asa result of reasons attributable to the Concessionaire,] I/We am/are satisfied that having regard tothe nature and extent of such incomplete works, it would not be prudent to withhold commercialoperation of the Project/section…….. of the Project, pending completion thereof.

In view of the foregoing, I/We am/are satisfied that the Project/section of the Project can be safelyand reliably placed in commercial service thereof, and in terms of the Agreement, theProject/section of the Project is hereby provisionally declared fit for entry into commercial operationon this the ____ day of _____ 20_____

ACCEPTED, SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED
FOR AND ON BEHALF OF CONCESSIOANIRE by:	FOR AND ON BEHALF OF INDEPENDENT ENGINEER by:
(Signature) (Name and Designation) (Address)	(Signature) (Name and Designation) (Address)

SCHDULE H

SPECIFICATIONS AND STANDARDS

The Concessionaire shall adhere to all applicable rules, regulations, acts, guidelines, standards and laws which are applicable for this Project. Some of these important rules, regulations, acts, guidelines, standards, etc are as follows:

1. All applicable rules, regulations, acts, guidelines, standards and laws of Government of India and the State Government
2. All applicable Indian Standards (IS)
3. All applicable standards by the Bureau of Indian Standard(BIS)
4. All norms of the Indian Road Congress (IRC)
5. All norms of the National Building Code (NBC)
6. SWMRules,2016
7. Environment (Protection)Act,1986
8. Environment (Protection)Rules,1986
9. EIANotification,2006andamendments
10. Guidelines and recommendation of Central Public Health & Environmental EngineeringOrganisation (CPHEEO), MoUD, GoI
11. Electricity Rules,2005
12. Electricity Act, 2003
13. Guidelines of the State Electricity Regulatory Commission
14. All applicable norms of the Central Electricity Authority(CEA)
15. All applicable rules, regulations, acts, guidelines, standards of Central Pollution ControlBoard (CPCB) and State Pollution Control Board (SPCB)
16. Labour Laws–Minimum Wages, Contract Labour Abolition and Regulations

SCHDULE I

OPERATION AND MAINTENANCE REQUIREMENTS
(See Clause 17.1)

1. Maintenance Requirements

1.1 The Concessionaire shall, at all times, operate and maintain the Project in accordance with theprovisions of the Agreement, Applicable Laws and Applicable Permits. In particular, theConcessionaire shall, at all times during the Operation Period, conform to the maintenancerequirements set forth in this Schedule-I (the "Maintenance Requirements").

1.2 The Concessionaire shall repair or rectify any defect or deficiency set forth in Paragraph 4 of thisSchedule-I within the time limit specified therein and any failure in this behalf shall constitutea breach of the Agreement. Upon occurrence of any breach hereunder, the Authority shall beentitled to recover Damages as set forth in Clause 17.14 of the Agreement, without prejudice tothe rights of the Authority under the Agreement, including Termination thereof.

2. General

In the design, planning and implementation of all works and functions associated with the operation andmaintenance of the Project, the Concessionaire shall take all such actions and do all such things (includingwithout limitation, organising itself, adopting measures and standards, executing procedures includinginspection procedures, and engaging contractors, if any, agents and employees) in such manner, as will:

2.1 Ensure the safety of personnel deployed on and users of the Project or part thereof;

2.2 Keep the equipment and machinery employed for the Project from undue deterioration and wear;

2.3 Permit unimpaired performance of statutory duties and functions of any Party in relation to theProject;

2.4 The Processing Facility shall be maintained in a hygienic and aesthetic conditions by taking propermeasures as suggested by the Independent Engineer.

2.5 During the Concession Period, the Concessionaire shall, in respect of the Project, ensure that:

- Applicable and adequate safety measures are taken;
- Adverse effects on the environment and to the owners and occupiers of property and/or land inthe vicinity of the Project components, due to any of its actions, does not arise;
- Any situation which has arisen or likely to arise on account of any accident or other emergencyis responded to as quickly as possible and its adverse effects controlled/minimised;
- All materials used in the operation, maintenance of any of the Project component shall meet theConstruction Requirements;
- The personnel assigned by the Concessionaire have the requisite qualificationsand experience and are given the training necessary to enablethe Concessionaire meet the O&M Requirements.

2.6 Cleaning and Maintenance Requirements

The Concessionaire shall plan and execute cleaning and maintenance procedures ensuring, that

- The buildings, structures, seeded and planted areas, paved and un-paved traffic areas etc. aremaintained clean and proper without damages, that may impede their functionality or appearance.

- All moving or fixed equipment and machinery are maintained clean and in good working condition.

- All service facilities, e.g. outdoor sewage system, leachate management system, etc., areinspected regularly, cleaned and maintained.

- During dry periods dust emission shall be controlled by sprinkling the surfaces with water inconnection with sweeping activities.

3. Operations & Maintenance Manual and Plans

The Concessionaire shall finalise the O&M Plan and the O&M Manual for the Project in the manner as set out below:

3.1 Prior to making application for the Readiness Certificate for the Project the Concessionaire shallfinalise in consultation with the Independent Engineer:

- The O&M Manual (including the formats for the reports to be submitted during theOperations Period)
- The O&M Plan for the first five years of operations and shall be modified forsubsequent years
- If applicable, the month-on-month maintenance schedule for each module of Wasteto CBG plants for the first five years of the Concession Period.

3.2 Six weeks prior to the anniversary of COD each year, the Concessionaire shall submit to theIndependent Engineer and the Authority an annual O&M Plan for the next year of operations.

4. Repair/rectification of defects and deficiencies

4.1 The obligations of the Concessionaire in respect of Maintenance Requirements shall includerepair and rectification of the defects and deficiencies specified in herein below within the time limit set forth therein:

The Independent Engineer shall inspect the Project and make out an O & M Inspection Report setting forth an overview of the status, quality and safety of O&M including its conformity with the Maintenance Requirement, Specification and Standards and Safety Requirements. In a separate Section of the O & M Inspection Report, the Independent Engineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it in O&M of the Project and set out the reasonable time required to rectify the same.

The Concessionaire shall undertake the repairs/rectification of defects and deficiencies in the Project within the time specified in the O&M Inspection Report and as per Good Industry Practice.

4.2 The Concessionaire shall at all times maintain an adequate inventory of spares and consumablesto meet the Maintenance Requirements.

4.3 The utilities and services like water supply, wastewater collection and treatment, lighting, green belt, etc. within the Processing facility shall be attended immediately for any repairs and shall be maintained in good conditions.

5. Other defects and deficiencies

5.1 In respect of any defect or deficiency not specified in this Schedule-I, theConcessionaire shall undertake repair or rectification in accordance with Good Industry Practiceand within the time limit specified by the Independent Engineer.

5.2 In respect of any defect or deficiency not specified in this Schedule-I, theIndependent Engineer may, in conformity with Good Industry Practice, specify the permissiblelimit of deviation or deterioration with reference to the Specifications and Standards, and anydeviation or deterioration beyond the permissible limit shall be repaired or rectified by theConcessionaire in accordance with Good Industry Practice and within the time limit specified bythe Independent Engineer.

6. Extension of time limit

Notwithstanding anything to the contrary specified in this Schedule-I, if the nature and extent ofany defect or deficiency justifies more time for its repair or rectification than the time specifiedherein, the Concessionaire shall be entitled to additional time in conformity the Good IndustryPractice. Such additional time shall be determined by the Independent Engineer and conveyed tothe Concessionaire and the Authority with reasons thereof.

7. Emergency repairs/restoration

Notwithstanding anything to the contrary contained in this Schedule-I, if any defect, deficiencyor deterioration in the Project poses a hazard to safety or risk of damage to property, theConcessionaire shall promptly take all reasonable measures for eliminating or minimizing suchdanger.

8. Daily Inspection by the Concessionaire

The Concessionaire shall, through its engineer, undertake a daily visual inspection of the Projectand maintain a record thereof in a register to be kept in such form and manner as the IndependentEngineer may specify. Such record shall be kept in safe custody of the Concessionaire and shallbe open to inspection by the Authority and the Independent Engineer at any time during officehours.

9. Divestment Requirements

All defects and deficiencies specified in this Schedule-I shall be repaired and rectified by theConcessionaire so that the Project conforms to the Maintenance Requirements on the TransferDate.

10. Management of Labour and Prevention of Accidents

The Concessionaire shall comply with all the provisions of the laws regarding deployment of labour under thecontract; the Abolition of Contract Labour Act, the Minimum Wages Act, The Workmen‘s Compensation Actand the provisions of the MSW Rules 2016.

It shall be the liability and responsibility of the Concessionaire to implement the provisions of these acts. Inaddition to;

10.1 The Concessionaire shall not employ in connection with the work any person who has not completed18 years of age.

10.2 The Concessionaire shall keep all records desired under the said labour laws and submit periodicalreturns to the respective statutory authorities.

10.3 The Concessionaire shall in respect of labour employed by him comply with provisions of the variouslabour Laws and the Rules and Regulations as applicable to them in regard to matters providedtherein and shall indemnify Authority in respect of all claims that may be raised against Authority for noncompliancethereof by the Concessionaire.

SCHDULE J

OPERATIONAL PLAN

(To be submitted by the Concessionaire) The operational plans should include the following key points:

a) Processing Facility

- Number of processing lines and their operational plan for Waste to CBG Plant

- Machineries/equipment operational plan

- Routine and break down maintenance plan

b) Environmental Management Plan

- Monitoring plan

- Quick response mechanism

- Maintenance plan for plantation and greenbelt

- Health and safety plan

- Pollution control units and their operational plan

c) Disaster Management Plan

d) Month-on-month maintenance schedule of Waste-to-Bio-CNG plant, if applicable

SCHDULE K

PERFORMANCE STANDARDS

The Concessionaire shall have the following specific requirements related to Operationsand Maintenance of the Processing Facility:

1. The Concessionaire shall ensure that the MSW Processing is in compliance with Solid WasteManagement Rules, 2016 and the terms and conditions of this Agreement.

2. The Concessionaire shall ensure Waste is processed and Bio-Gas is generated from Waste to Bio-CNGPlant and deliver the Bio-CNG to the Offtaker (s) in accordance with the terms of the OfftakeAgreement(s).

3. The Concessionaire shall ensure that the process of Waste should be continuous and will notemit smell, odour, and all precautionary measure shall be taken to ensure that such nuisance willnot be created.

4. The Residual Inert Matter shall not be stored and shall be disposed off at the delivery point on day to day basis.

5. The Concessionaire shall ensure that the quality of manure/compost shall conform to FCOstandards and shall not be stored more than the shelf life. The Concessionaire shall ensure thatthe off-take arrangement of the produced manure/compost is in place.

6. The Concessionaire shall ensure that proper pollution control measures are installed andoperated for Proposed Technology.

7. The Concessionaire shall be free to sell products such as compost, organic manure, Bio-CNG and/ orother material recovered after processing the waste, at the Project Facilities at such price and tosuch persons/organizations and using such marketing and selling arrangements and strategiesas it may deem appropriate.

8. The Concessionaire shall ensure that a calibration test of the weigh bridge is carried out twice ina year starting from the Appointed Date and a copy of the calibration test result is submitted toauthorize representative immediately after the test.

9. The Concessionaire shall undertake to ensure that the remnant disposed in the Landfill/designated disposal site does not exceed 20% of the total waste received at

the ProcessingFacility. The Concessionaire shall be liable to Damages if it exceeds more than 20%.

10. The Concessionaire shall ensure that it maintains daily records of the quantities of AcceptableWaste and submit the same to the Authority / Independent Engineer on a MonthlyBasis, before the expiry of 2 (Two)working days from the end of the Month:

    - Quantity of acceptable waste at the input of Processing Plant.
    - Quantity of waste received at the Scientific Landfill facility/ designated disposal site.
    - The daily records of receipt of the acceptable waste at Processing Facility shall be maintainedshift-wise by preparing respective data sheets.
    - Independent Engineer shall review the records and certify the same within3(Three) working days of submission.

11. With effect from the COD, the Concessionaire shall not suspend at any time receiving ofacceptable waste at the Processing Facility on any day during the Concession Period.

SCHDULE L

SAFETY REQUIREMENTS

The Concessionaire is responsible for maintaining an incident/hazard free work environment. The Concessionaire shall comply with the following:

1. Concessionaire is expected to pre-plan all work to minimize the potential for personal injury andproperty damage.

2. Develop the plan in a Project specific nature, which is designed to anticipate and identify hazards beforework begins. Know in advance what measures will be taken to eliminate hazards or adequately controlthe anticipated risks for each scope of work. This information shall include, but is not limited to: scope ofwork, sequence of activities, site specific fall protection, high angle rescue procedures, safety controlmethods, training records, competent persons, lead abatement, asbestos abatement and excavations.The planning does not stop at the pre- planning stage, but is a continuous process of assessment andevaluation. When changes occur or new hazards are identified during the course of the Project, the workshould be suspended while the plan is revised.

3. Ensure all subcontractors, suppliers and vendors are informed of their obligations with regard to safetyand of the Contractor Safety Requirements.

4. Plan and execute all work to comply with the stated objectives and safety requirements contained in theContractor Safety Requirements, contract provisions, Central, state, and local laws and regulations, andstandards.

5. If more than 25 employees are deployed on a single shift, the Concessionaireshallestablish a fulltime position of a Safety Manager to perform safety inspections and trainingservices.In the event that less than 25employees are deployed, an onsite person who along with other concurrent duties shallserve as the Safety Representative be appointed.

6. Concessionaire shall maintain its own orientation program for its employees that shall include as aminimum a review of (1) hazards present in the area in which they will be working and (2) the personalprotective equipment and apparel the workers will be required to use or wear as specified under applicable law.

7. Concessionaire shall provide and maintain a chemical and flammable material storage area. Be responsible for the control, availability and use of necessarysafety equipment, including personal Protective equipment (PPE) and apparels for the Concessionaireemployees.

8. Take an active part in all supervisory safety meetings, including the discussion of observed unsafe workpractices or conditions and a review of any incidents and corrective actions. Additionally, encourage,solicit and follow up on safety related suggestions from Concessionaire employees.

9. Report all injuries and incidents in a timely manner in accordance with Central and/or state laws andregulations.

10. Analyze all incidents and implement immediate corrective action.

11. Implement safety-training programs for supervisors and employees applicable to their specificresponsibilities.

12. Concessionaire will be responsible for providing a safety orientation training session for all workers beforethey are allowed to begin work.

13. At a minimum Contractor representative to adequately train its employees according to applicable safetystandards. This training may include but is not limited to: fall protection, fire watch, scaffolds, forklifts,excavation, ladders, confined space entry, respiratory protection, grounding, shoring and traffic control etc.

14. In order to maintain a safe and healthy work environment in emergency situations, Concessionaire shall develop an emergency action plan to help safeguard employees. All employees shall be trained in the use of this plan and informed of their role inimplementing it during their required safety orientation training. This policy is mandatory and must bestrictly followed.

15. Concessionaire shall comply with the Applicable Laws and Applicable Permits latest relating to safety and shallprovide adequate fire protection equipment as required.

16. Concessionaire is responsible for orienting employees on the specific safety rules that must be followedby all persons working on Project Facilities. Other personal protective equipment (PPE) is also requiredin accordance with the appropriate safety standards and equipment as set by the manufacturesspecifications. A list of the minimum personal protective requirements is as follows:

The Contractor shall be responsible for providing and ensuring the use of required personal protectiveequipment for its employees.

a. Approved hard hats, shall be worn at all times while on the Site.

b. PPE shall be worn while travelling from the security gate, while travelling through the plants, workingoutside or otherwise engaged in work at each station, except in areas specifically designated asPPE not required.

c. Vendors and visitors will be required to meet these same standards.

17. It is the responsibility of Concessionaireto keep their work area clean. Concessionaire are responsible for clearing of trash and debris that isgenerated by their work.

SCHDULE M

WASTE REPORTS

1. Daily waste report

Date:			
Total quantity of waste received			Tonnes
Less: Total quantity of waste rejected			Tonnes
Acceptable total quantity			Tonnes
Quantity of unprocessed waste at the processing plant			Tonnes
Quantity of waste transported to landfill	Inert waste		Tonnes
	Process remnants		Tonnes
Reasons for waste rejection			

2. Monthly waste report

Month:			
Date from:		Date to:	
Total quantity of waste received			Tonnes
Less: Total quantity of waste rejected			Tonnes
Acceptable total quantity			Tonnes
Quantity of unprocessed waste at the processing plant			Tonnes
Quantity of waste transported to landfill	Inert waste		Tonnes
	Process remnants		Tonnes
Reasons for waste rejection			

SCHDULE N

ROLES AND FUNCTIONS OF INDEPENDENT ENGINEER

1. Role and function of the Independent Engineer

   The role and functions of the Independent Engineer shall include the following:

   a. review of the Drawings and Documents as set forth in Paragraph 2;

   b. review, inspection and monitoring of Construction Works as set forth in Paragraph 3;

   c. conducting Tests on completion of construction and issuing Completion/ ProvisionalCertificate as set forth in Paragraph 3;

   d. review, inspection and monitoring of O&M as set forth in Paragraph 5;

   e. determining, as required under the Agreement, the costs of any works or services and/ortheir reasonableness;

   f. determining, as required under the Agreement, the period or any extension thereof, forperforming any duty or obligation;

   g. Assisting the Parties in resolution of Disputes; and

   h. Undertaking all other duties and functions in accordance with the Agreement.

2. Development Period

   a. During the Development Period, the Independent Engineer shall undertake a detailed review of theDrawings to be furnished by the Concessionaire along with supporting data, including the geotechnicaland hydrological investigations, characteristics of materials from borrow areas andquarry sites, topographical surveys and traffic surveys. The Independent Engineer shall completesuch review and send its comments/observations to the Authority and the Concessionaire within15 (fifteen) days of receipt of such Drawings. In particular, such comments shall specify theconformity or otherwise of such Drawings with the Scope of the Project and Specifications andStandards.

b. The Independent Engineer shall review any modified Drawings or supporting Documents sent toit by the Concessionaire and furnish its comments within 7 (seven) days of receiving suchDrawings or Documents.

c. The Independent Engineer shall review the Drawings regarding Safety of the Project inaccordance with Schedule-L and furnish its comments thereon to the Authority and theConcessionaire within 7 (seven) days of receiving such Drawings.

d. The Independent Engineer shall review the detailed design, construction methodology, qualityassurance procedures and the procurement, engineering and construction time schedule sent to itby the Concessionaire and furnish its comments within 15 (fifteen) days of receipt thereof.

e. Upon reference by the Authority, the Independent Engineer shall review and; comment on theEPC Contract or any other contract for construction, operation and maintenance of the Project,and furnish its comments within 7 (seven) days from receipt of such reference from the Authority.

3. Construction Period

a. In respect of the Drawings and Documents received by the Independent Engineer for its reviewand comments during the Construction Period, the provisions of Paragraph 3 shall apply, mutatismutandis.

b. The Independent Engineer shall review the monthly progress report furnished by theConcessionaire and send its comments thereon to the Authority and the Concessionaire within 7(seven) days of receipt of such report.

c. The Independent Engineer shall inspect the Construction Works& installation of plant and equipment and the Project once every month,preferably after receipt of the monthly progress report from the Concessionaire, but before the 20th(twentieth) day of each month in any case, and make out a report of such inspection (the"Inspection Report") setting forth an overview of the status, progress, quality and safety ofconstruction, including the work methodology adopted, the materials used and their sources, andconformity of Construction Works with the Scope of the Project and the Specifications andStandards. In a separate section of the Inspection Report, the Independent Engineer shall describein reasonable detail the lapses, defects or deficiencies observed by it in the construction of theProject.The Independent Engineer shall send a

copyof its Inspection Report to the Authority and the Concessionaire within 7 (seven) days of theinspection.

d. The Independent Engineer may inspect the Project more than once in a month if any lapses, defectsor deficiencies require such inspections.

e. For determining that the Construction Works conform to Specifications and Standards, theIndependent Engineer shall require the Concessionaire to carry out, or cause to be carried out, testson a sample basis, to be specified by the Independent Engineer in accordance with Good IndustryPractice for quality assurance. The Independent Engineer shall issue necessarydirections to the Concessionaire for ensuring that the tests are conducted in a fair and efficientmanner, and shall monitor and review the results thereof.

f. The sample size of the tests, to be specified by the Independent Engineer under Paragraph 3.e,shall comprise 10% (ten percent) of the quantity or number of tests prescribed for each categoryor type of tests in the Quality Control Manuals; provided that the Independent Engineer may, forreasons to be recorded in writing, increase the aforesaid sample size by up to 10% (ten percent)for certain categories or types of tests.

g. The timing of tests referred to in Paragraph 3.e, and the criteria for acceptance/ rejection of theirresults shall be determined by the Independent Engineer in accordance with the Quality ControlManuals. The tests shall be undertaken on a random sample basis and shall be in addition to, andindependent of, the tests that may be carried out by the Concessionaire for its own quality assurancein accordance with Good Industry Practice.

h. In the event that the Concessionaire carries out any remedial works for removal or rectification ofany defects or deficiencies, the Independent Engineer shall require the Concessionaire to carry out,or cause to be carried out, tests to determine that such remedial works have brought theConstruction Works into conformity with the Specifications and Standards, and the provisions ofthis Paragraph 3 shall apply to such tests.

i. In the event that the Concessionaire fails to achieve any of the Project Milestones, the IndependentEngineer shall undertake a review of the progress of construction & installation of equipment / machineries and identify potential delays, ifany. If the Independent Engineer shall determine that completion of the Project is not feasiblewithin the time specified in the

Agreement, it shall require the Concessionaire to indicate within15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within whichCOD shall be achieved. Upon receipt of a report from the Concessionaire, the IndependentEngineer shall review the same and send its comments to the Authority and the Concessionaireforthwith.

j. If at any time during the Construction Period, the Independent Engineer determines that theConcessionaire has not made adequate arrangements for the safety of workers and Users in thezone of construction or that any work is being carried out in a manner that threatens the safety ofthe workers and the Users, it shall make a recommendation to the Authority forthwith, identifyingthe whole or part of the Construction Works that should be suspended for ensuring safety in respectthereof.

k. In the event that the Concessionaire carries out any remedial measures to secure the safety ofsuspended works and Users, it may, by notice in writing, require the Independent Engineer toinspect such works, and within 3 (three) days of receiving such notice, the Independent Engineershall inspect the suspended works and make a report to the Authority forthwith, recommendingwhether or not such suspension may be revoked by the Authority.

l. If suspension of Construction Works is for reasons not attributable to the Concessionaire, theIndependent Engineer shall determine the extension of dates set forth in the Project CompletionSchedule, to which the Concessionaire is reasonably entitled, and shall notify the Authority andthe Concessionaire of the same.

m. The Independent Engineer shall carry out, or cause to be carried out, all the Tests specified inSchedule-F and issue a Completion Certificate or Provisional Certificate, as the case may be. Forcarrying out its functions under this Paragraph 3.m and all matters incidental thereto, theIndependent Engineer shall act under and in accordance with the provisions of Article 14 andSchedule-F.

n. Upon reference from the Authority, the Independent Engineer shall make a fair and reasonableassessment of the costs of providing information, works and services as set forth in Article 16 andcertify the reasonableness of such costs for payment by the Authority to the Concessionaire.

o. The Independent Engineer shall aid and advise the Concessionaire in preparing the MaintenanceManual.

4. Operation Period

a. In respect of the Drawings and Documents received by the Independent Engineer for its reviewand comments during the Operation Period, the provisions of Paragraph 2 shall apply, mutatismutandis.

b. The Independent Engineer shall review the annual Maintenance Program furnished by theConcessionaire and send its comments thereon to the Authority and the Concessionaire within 15(fifteen) days of receipt of the Maintenance Program.

c. The Independent Engineer shall review the monthly waste report furnished by the Concessionaireand send its comments thereon to the Authority and the Concessionaire within 7 (seven) days ofreceipt of such report.

d. The Independent Engineer shall inspect the Project once every month, preferably after receipt ofthe monthly waste report from the Concessionaire, but before the 20th (twentieth) day of eachmonth in any case, and make out an O&M Inspection Report setting forth an overview of the status,quality and safety of O&M including its conformity with the Maintenance Requirements andSafety Requirements. In a separate section of the O&M Inspection Report, the IndependentEngineer shall describe in reasonable detail the lapses, defects or deficiencies observed by it inO&M of the Project. The Independent Engineer shall send a copy of its O&M Inspection Reportto the Authority and the Concessionaire within 7 (seven) days of the inspection.

e. The Independent Engineer may inspect the Project more than once in a month, if any lapses, defectsor deficiencies require such inspections.

f. The Independent Engineer shall in its O&M Inspection Report specify the tests, if any, that theConcessionaire shall carry out, or cause to be carried out, for the purpose of determining that theProject is in conformity with the Maintenance Requirements. It shall monitor and review the resultsof such tests and the remedial measures, if any, taken by the Concessionaire in this behalf.

g. In respect of any defect or deficiency referred to in Paragraph 5 of Schedule- I, the IndependentEngineer shall, in conformity with Good Industry Practice, specify the permissible limit ofdeviation or deterioration with reference to the

Specifications and Standards and shall also specifythe time limit for repair or rectification of any deviation or deterioration beyond the permissiblelimit.

h. The Independent Engineer shall determine if any delay has occurred in completion of repair orremedial works in accordance with the Agreement, and shall also determine the Damages, if any,payable by the Concessionaire to the Authority for such delay.

i. The Independent Engineer shall monitor and review the curing of defects and deficiencies by theConcessionaire as set forth in Clause 19.5.

j. In the event that the Concessionaire notifies the Independent Engineer of any modifications thatit proposes to make to the Project, the Independent Engineer shall review the same and send itscomments to the Authority and the Concessionaire within 15 (fifteen) days of receiving theproposal.

SCHDULE O

ESCROW AGREEMENT
(See Clause 24.1)

THIS ESCROW AGREEMENT is entered into on this the**** day of ****20**

AMONGST

1. [*****Limited], a company incorporated under the provisions of the Companies Act, 2013 andhaving its registered office at ******* (hereinafter referred to as the "Concessionaire" whichexpression shall, unless repugnant to the context or meaning thereof, include its successors,permitted assigns and substitutes);

2. ****(insert name and particulars of Lenders' Representative) and having its registered officeat **** acting for and on behalf of the Lenders as their duly authorized agent with regardto 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 meaningthereof, 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 thecontext or meaning thereof, include its successors and substitutes);and

4. The MaduraiCity Municipal Corporation represented by Commissioner and having its principal officeat Arignar Anna Maligai, Thallakulam, Madurai - 625 002 (hereinafter referred to as the "Authority" whichexpression 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 theConcessionaire (the "Concession Agreement") for setting up of 250 TPD Municipal Solid Waste Bio-CNG plant and undertake Operation & Maintenance for a period of 20 years on Design, Build, Finance, Operate and Transfer (DBFOT) model under PPP mode, and a copy of which is annexed hereto and marked as Annex-A to form part of thisAgreement.

B. Lenders have agreed to finance the Project in accordance with the terms and conditionsset forth in the Financing Agreements.

C. The Concession Agreement requires the Concessionaire to establish an Escrow Account, interalia, on the terms and conditions stated therein.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreementsset forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, andintending to be legally bound hereby, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context ormeaning thereof, have the meaning hereinafter respectively assigned to them:

"Agreement" means this Escrow Agreement and any amendment thereto made in accordancewith the provisions contained herein;

"Concession Agreement" means the Concession Agreement referred to in Recital (A) above andannexed hereto as Annex-A, and shall include all of its Recitals and Schedules and anyamendments 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 ofany provision of this Agreement by the Concessionaire, and shall commence from the date onwhich 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 theforegoing Recitals;

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

"Payment Date" means, in relation to any payment specified in Clause 4.1, the date(s) specifiedfor such payment; and

"Sub-Accounts" means the respective sub-accounts of the Escrow Account, into which themonies specified in Clause 4.1 would be credited every month and paid out if due, and if not duein a month then appropriated proportionately in such month and retained in the respective subaccountsand 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 meaningthereof, mean references to the Lenders' Representative, acting for and on behalf of Lenders.

1.2.2 The words and expressions beginning with capital letters and defined in this Agreement shallhave the meaning ascribed thereto herein, and the words and expressions used in this Agreementand not defined herein but defined in the Concession Agreement shall, unless repugnant to thecontext, 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 and 1.3 of the Concession Agreement shallapply, 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, theLenders' Representative and the Concessionaire in connection herewith and authorizes theEscrow Bank to exercise such rights, powers, authorities and discretion as are specificallydelegated 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 suchappointment pursuant to the terms hereof.

2.1.2 The Concessionaire hereby declares that all rights, title and interest in and to the EscrowAccount 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 thisAgreement. No person other than the Authority, the Lenders' Representative and theConcessionaire shall have any rights hereunder as the beneficiaries of or as third partybeneficiaries 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 tobe delivered to and held by the Escrow Bank pursuant to the provisions of this Agreement. TheEscrow Bank shall hold and safeguard the Escrow Account during the term of this Agreementand shall treat the amount in the Escrow Account as monies deposited by the Concessionaire,Lenders or the Authority with the Escrow Bank. In performing its functions and dutiesunder this Agreement, the Escrow Bank shall act in trust for the benefit of, and as agent for, theAuthority, the Lenders' Representative and the Concessionaire or their nominees, successors orassigns, 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 AppointedDate, 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 inRupees.

2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of thisAgreement and its usual practices and applicable regulations, and pay the maximum rate ofinterest 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 proceduresfor the Escrow Account, but in the event of any conflict or inconsistency between thisAgreement and such mandates, terms and conditions, or procedures, this Agreement shallprevail.

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 theEscrow 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 Accountare set forth in their entirety in this Agreement and the Authority, the Lenders' Representativeand the Concessionaire shall have no other rights against or to the monies in the Escrow Account.

2.6 Substitution of the Concessionaire

The Parties hereto acknowledge and agree that upon substitution of the Concessionaire with theNominated Company, pursuant to the Substitution Agreement, it shall be deemed for the purposesof this Agreement that the Nominated Company is a Party hereto and the Nominated Companyshall accordingly be deemed to have succeeded to the rights and obligations of the Concessionaireunder this Agreement on and with effect from the date of substitution of the Concessionaire withthe Nominated Company.

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 EscrowAccount with:

a. All monies received in relation to the Project from any source, including the Lenders, lenders of Subordinated Debt and the Authority;
b. All funds received by the Concessionaire from its shareholders, in any manner or form;
c. All revenues in respect of the project including sales realization of Bio-CNG & by-products and other revenues such asrentals, deposits or capital receipts, as the case may be;
d. All proceeds received pursuant to any insurance claims;and
e. All payments by the Authority, after deduction of any outstanding payments.

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 intoand/or credit the Escrow Account with:

a. Any monies disbursed by the Authority to the Concessionaire;
b. All revenues collected by the Authority in exercise of its rights under the ConcessionAgreement; and
c. Termination Payments.

Provided that, notwithstanding the provisions of Clause 4.1.1, the Authority shall be entitled toappropriate from the aforesaid amounts, any amounts due and payable to it by the Concessionaire,and the balance remaining shall be deposited into the Escrow Account.

3.3 Deposits by Lenders

The Lenders' Representative agrees, confirms and undertakes that the Lenders shalldeposit into and/or credit the Escrow Account with all disbursements made by them in relationto or in respect of the Project; provided that notwithstanding anything to the contrary containedin this Agreement, the Lenders shall be entitled to make direct payments to the EPCContractor under and in accordance with the express provisions contained in this behalf in theFinancing Agreements.

3.4 Interest on deposits

The Escrow Bank agrees and undertakes that all interest accruing on the balances of the EscrowAccount shall be credited to the Escrow Account; provided that the Escrow Bank shall be entitledto appropriate therefrom the fee and expenses due to it from the Concessionaire in relation to theEscrow 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' Representativeand the Concessionaire may by written instructions determine, the Escrow Bank shall withdrawamounts from the Escrow Account and appropriate them in the following order by depositingsuch amounts in the relevant Sub-Accounts for making due payments, and if such payments arenot due in any month, then retain such monies in such Sub-Accounts and pay out therefrom onthe Payment Date(s):

a. all taxes due and payable by the Concessionaire for and in respect of the Project;
b. all payments relating to construction of the Project, subject to and in accordance with theconditions, if any, set forth in the Financing Agreements;
c. O&M Expenses, subject to the ceiling, if any, set forth in the Financing Agreements;
d. O&M Expenses and other costs and expenses incurred by the Authority in accordancewith the provisions of this Agreement, and certified by the Authority as due and payableto it;
e. Royalty Fee due and payable to the Authority;
f. Monthly proportionate provision of Debt Service due in an Accounting Year;
g. All payments and Damages certified by the Authority as due and payable to it by theConcessionaire;
h. Monthly proportionate provision of debt service payments due in an Accounting Year inrespect of Subordinated Debt;
i. Any reserve requirements set forth in the Financing Agreements;
j. 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, theConcessionaire 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 obligationsset forth in this Clause 4.1; provided that such amounts may be subsequently modified, withprior written approval of the Lenders' Representative, if fresh information received during thecourse 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 EscrowAccount shall, notwithstanding anything in this Agreement, be appropriated and dealt with in thefollowing order:

a. All taxes due and payable by the Concessionaire for and in respect of the Project;
b. 90% of Debt Due excluding Subordinated Debt if required to be as per the terms of thisAgreement;
c. Outstanding Royalty Fee;
d. All payments and Damages certified by the Authority as due and payable to it by theConcessionaire;
e. Retention and payments relating to the liability for defects and deficiencies set forth inArticle 32 of Concession Agreement;
f. Outstanding Debt Service including the balance of Debt Due;
g. Outstanding Subordinated Debt;
h. Incurred or accrued O&M Expenses;
i. Any other payments required to be made under this Agreement; and
j. Balance, if any, in accordance with the instructions of the Concessionaire:

Provided that no appropriations shall be made under Sub-clause (j) of this Clause 4.2until a Vesting Certificate has been issued by the Authority under the provisions ofArticle 31 of 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 Clauses4.1 and 4.2, as the case may be. If the funds available are not sufficient to meet all therequirements, the Escrow Bank shall apply such funds in the serial order of priority untilexhaustion thereof.

4.4 Application of insurance proceeds

Notwithstanding anything in this Agreement, the proceeds from all insurance claims, except lifeand injury, shall be deposited into and/or credited to the Escrow Account and utilized for anynecessary repair, reconstruction, reinstatement, replacement, improvement, delivery orinstallation of the Project, and the balance remaining, if any, shall be applied in accordance withthe 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 mayexercise all or any of the rights of the Concessionaire during the period of Suspension underArticle 30 of the Concession Agreement. Any instructions given by

the Authority to the EscrowBank during such period shall be complied with as if such instructions were given by theConcessionaire under this Agreement and all actions of the Authority hereunder shall be deemedto 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 usedor applied in accordance with this Agreement, be held by the Escrow Bank in trust for thepurposes for which they were received, and shall be segregated from other funds and property ofthe Escrow Bank.

5.2 Notification of balances

7(seven) business days prior to each Payment Date (and for this purpose the Escrow Bank shallbe entitled to rely on an affirmation by the Concessionaire and/or the Lenders' Representative asto the relevant Payment Dates), the Escrow Bank shall notify the Lenders' Representative of thebalances in the Escrow Account and Sub-Accounts as at the close of business on the immediatelypreceding 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 offact which tight reasonably be expected to be within the knowledge of the Concessionaireupon 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 authenticityof 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 EscrowBank 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 ofany notice or document received by it from the Lenders' Representative in connectionherewith.

5.4 No set off

The Escrow Bank agrees not to claim or exercise any right of set off, banker's lien or other rightor remedy with respect to amounts standing to the credit of the Escrow Account. For theavoidance of doubt, it is hereby acknowledged and agreed by the Escrow Bank that the moniesand properties held by the Escrow Bank in the Escrow Account shall not be considered as part ofthe assets of the Escrow Bank and being trust property, shall in the case of bankruptcy orliquidation of the Escrow Bank, be wholly excluded from the assets of the Escrow Bank in suchbankruptcy 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 EscrowBank represents and warrants that it is not aware of any reason why such regulatory approvalswill 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 "EscrowDefault") unless such event of default has occurred as a result of Force Majeure or any act oromission of the Authority or the Lenders' Representative:

a. the Concessionaire commits breach of this Agreement by failing to deposit any receiptsinto the Escrow Account as provided herein and fails to cure such breach by depositingthe same into the Escrow Account within a Cure Period of 5 (five) business days;
b. the Concessionaire causes the Escrow Bank to transfer funds to any account of theConcessionaire in breach of the terms of this Agreement and fails to cure such breach bydepositing the relevant funds into the Escrow Account or any Sub-Account in which suchtransfer should have been made, within a Cure Period of 5 (five) business days; or
c. the Concessionaire commits or causes any other breach of the provisions of thisAgreement 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 underand 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 advancedor is outstanding from the Concessionaire in respect of the debt, guarantee or financial assistancereceived by it from the Lenders, or any of its obligations to the Authority remain to bedischarged, unless terminated earlier by consent of all the Parties or otherwise in accordance withthe provisions of this Agreement.

7.2 Substitution of Escrow Bank

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 newEscrow Bank, provided that the new Escrow Bank is acceptable to the Lenders' Representativeand arrangements are made satisfactory to the Lenders' Representative for transfer of amountsdeposited in the Escrow Account to a new Escrow Account established with the successor EscrowBank.

The termination of this Agreement shall take effect only upon coming into force of an EscrowAgreement with the substitute Escrow Bank.

7.3 Closure of Escrow Account

The Escrow Bank shall, at the request of the Concessionaire and the Lenders' Representativemade on or after the payment by the Concessionaire of all outstanding amounts under theConcession Agreement and the Financing Agreements including the payments specified inClause 4.2, and upon confirmation of receipt of such payments, close the Escrow Account andSub- Accounts and pay any amount standing to the credit thereof to the Concessionaire. Uponclosure of the Escrow Account hereunder, the Escrow Agreement shall be deemed to beterminated.

8. SUPPLEMENTARY ESCROW AGREEMENT

8.1 Supplementary escrow agreement

The Lenders' Representative and the Concessionaire shall be entitled to enter into asupplementary escrow agreement with the Escrow Bank providing, inter alia, for detailedprocedures and documentation for withdrawals from Sub-Accounts pursuant to Clause 4.1.1 andfor matters not covered under this Agreement such as the rights and obligations of Lendersand lenders of Subordinated Debt, investment of surplus funds, restrictions on withdrawals bythe Concessionaire in the event of breach of this Agreement or upon occurrence of an EscrowDefault, procedures relating to operation of the Escrow Account and withdrawal therefrom,reporting requirements and any matters incidental thereto; provided that such supplementaryescrow agreement shall not contain any provision which is inconsistent with this Agreement andin the event of any conflict or inconsistency between provisions of this Agreement and suchsupplementary escrow agreement, the provisions of this Agreement shall prevail.

9. INDEMNITIES

9.1 General indemnity

9.1.1 The Concessionaire will indemnify, defend and hold the Authority, Escrow Bank and theLenders, acting through the Lenders' Representative, harmless against any and allproceedings, actions and third party claims for any loss, damage, cost and expense arising outof any breach by the Concessionaire of any of its obligations under this Agreement or onaccount of failure of the Concessionaire to comply with Applicable Laws and ApplicablePermits.

9.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any andall proceedings, actions and third party claims for any loss, damage, cost and expense arisingout of failure of the Authority to fulfil any of its obligations under this Agreement materiallyand adversely affecting the performance of the Concessionaire's obligations under theConcession Agreement or this Agreement other than any loss, damage, cost and expensearising 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 anyand all proceedings, actions and third party claims for any loss, damage, cost and expensearising out of failure of the Escrow Bank to fulfil its obligations under this Agreementmaterially and adversely affecting the performance of the Concessionaire's obligations underthe Concession Agreement other than any loss,

damage, cost and expense, arising out of actsdone in discharge of their lawful functions by the Escrow Bank, its officers, servants andagents.

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 isentitled to the benefit of an indemnity under Clause 9.1 or in respect of which it is entitled toreimbursement (the "Indemnified Party"), it shall notify the other Party responsible forindemnifying such claim hereunder (the "Indemnifying Party") within 15 (fifteen) days ofreceipt of the claim and shall not settle or pay the claim without the prior approval of theIndemnifying Party, which approval shall not be unreasonably withheld or delayed. In the eventthat the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedingsin the name of the Indemnified Party and shall bear all costs involved in contesting the same. TheIndemnified Party shall provide all cooperation and assistance in contesting any claim and shallsign 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, whichis not resolved amicably, shall be decided finally by reference to arbitration to a Board ofArbitrators comprising one nominee of each Party to the dispute, and where the number ofsuch nominees is an even number, the nominees shall elect another person to such Board.Such arbitration shall be held in accordance with the Rules of Arbitration of the InternationalCentre for Alternative Dispute Resolution, New Delhi (the "Rules") or such other rules asmay be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitrationand Conciliation Act, 1996, as amended from time to time.

10.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on theParties. The place of arbitration shall be Capital of the State and the language of arbitrationshall 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 lawsof India, and the courts in <town/ city where Project Site is located> shall have jurisdiction overall 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 constitutecommercial acts done and performed for commercial purpose;
b. agrees that, should any proceedings be brought against it or its assets, property orrevenues in any jurisdiction in relation to this Agreement or any transaction contemplatedby this Agreement, no immunity (whether by reason of sovereignty or otherwise) fromsuch proceedings shall be claimed by or on behalf of the Authority with respect to itsassets;
c. waives any right of immunity which it or its assets, property or revenues now has, mayacquire 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 inany such proceedings to the giving of any relief or the issue of any process in anyjurisdiction in connection with such proceedings (including the making, enforcement orexecution against it or in respect of any assets, property or revenues whatsoeverirrespective of their use or intended use of any order or judgment that may be made orgiven in connection therewith).

11.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, theprovisions 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 effectualand binding only if in writing and signed by the duly authorized 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 anyprovision of or obligations under this Agreement:

a. Shall not operate or be construed as a waiver of any other or subsequent default hereofor of other provisions of or obligations under this Agreement;
b. shall not be effective unless it is in writing and executed by a duly authorizedrepresentative 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 otherindulgence granted by any Party to another Party shall be treated or deemed as waiver of suchbreach 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 haveany 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 byimplication survive termination hereof; and

b. except as otherwise provided in any provision of this Agreement expressly limiting theliability of either Party, shall not relieve either Party of any obligations or liabilities forloss or damage to the other Party arising out of, or caused by, acts or omissions of suchParty 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 shallonly survive for a period of 3 (three) years following the date of such termination or expiry ofthis Agreement.

11.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal orunenforceable or is declared by any court of competent jurisdiction or any other instrumentalityto be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainingprovisions shall not be affected in any manner, and the Parties will negotiate in good faith witha 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 orunenforceable provision. Failure to agree upon any such provisions shall not be subject todispute 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 theirrespective successors and permitted assigns.

11.10 Notices

All notices or other communications to be given or made under this Agreement shall be inwriting and shall either be delivered personally or sent by courier or registered post with anadditional copy to be sent by facsimile or e-mail. The address for service of each Party, itsfacsimile number and e-mail are set out under its name on the signing pages hereto. A noticeshall be effective upon actual receipt thereof, save that where it is received after 5.30 (fivethirty) p.m. on a business day, or on a day that is not a business day, the notice shall be deemedto be received on the first business day following the date of actual receipt. Without prejudiceto the foregoing, a Party giving or making a notice or communication by facsimile or e-mailshall promptly deliver a copy thereof personally, or send it by courier or registered post to theaddressee of such notice or communication. It is hereby agreed and acknowledged that anyParty may by notice change the address to which such notices and communications to it are tobe 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 thisAgreement shall be in English.

11.12 Authorized representatives

Each of the Parties shall, by notice in writing, designate their respective authorizedrepresentatives through whom only all communications shall be made. A Party hereto shall beentitled to remove and/or substitute or make fresh appointment of such authorizedrepresentative by similar notice.

11.13 Original Document

This Agreement may be executed in four counterparts, each of which when executed anddelivered shall constitute an original of this Agreement.

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

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the by the Board of Directors of the Concessionaire has been affixed For and on behalf of pursuant to the resolution passed by the LENDERS by the Board of Directors of the Concessionaire Lenders Representative: 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 / Authorized Officerwho has countersigned the same in token thereof	SIGNED, SEALED AND DELIVERED For and on behalf of LENDERS by the Lender's 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 THE ESCROW BANK by (Signature) (Name)	SIGNED, SEALED AND DELIVERED For and on behalf of THE AUTHORITY by (Signature) (Name)

(Designation)	(Designation)
(Address)	(Address)
(Fax No.)	(Fax No.)
(E-mail address)	(E-mail address)

In the presence of:

1	2

SCHDULE P

VESTING CERTIFICATE
(See Clause 31.4)

1. The MaduraiCity Municipal Corporation (the "Authority") refers to theConcession Agreement dated ******(the "Agreement") entered into between the Authority and****** (the "Concessionaire") for setting up of 250 TPD Municipal Solid Waste Bio-CNG plant and undertake Operation & Maintenance for a period of 20 years on Design, Build, Finance, Operate and Transfer (DBFOT) model under PPP mode.

2. The Authority hereby acknowledges compliance and fulfilment by the Concessionaire of theDivestment Requirements set forth in Clause 31.1 of the Agreement on the basis that upon issue ofthis Vesting Certificate, the Authority shall be deemed to have acquired, and all title and interest ofthe Concessionaire in or about the Project shall be deemed to have vested unto the Authority, freefrom any encumbrances, charges and liens whatsoever.

3. Notwithstanding anything to the contrary contained hereinabove, it shall be a condition of thisVesting Certificate that nothing contained herein shall be construed or interpreted as waiving theobligation of the Concessionaire to rectify and remedy any defect or deficiency in any of theDivestment Requirements and/or relieving the Concessionaire in any manner of the same.

Signed this **** day of ****, 20 at [****]

AGREED, ACCEPTED AND SIGNED, SEALED AND DELIVERED For and on behalf of CONCESSIONAIRE by:	AGREED, ACCEPTED AND SIGNED, SEALED AND DELIVERED for and on behalf of AUTHORITY by:
(Signature) (Name) (Designation) (Address)	(Signature) (Name) (Designation) (Address)
In the presence of: 1.	2.

SCHDULE Q

SUBSTITUTION AGREEMENT

(See Clause 33.3.(a))

THIS SUBSTITUTION AGREEMENT is entered into on this the****day of****20**

AMONGST

1. Madurai City Municipal Corporation, represented by the _____ and having its principaloffice at Arignar Anna Maligai, Thallakulam, Madurai - 625 002, Tamil Nadu, India (hereinafter referred to as the"Authority" which expression shall unless repugnant to the context or meaning thereof includeits administrators, successors and assigns);

2. ***** Limited, a company incorporated under the provisions of the Companies Act, 2013 andhaving its registered office at *****(Hereinafter referred to as the "Concessionaire" whichexpression shall unless repugnant to the context or meaning thereof include its successors andpermitted assigns and substitutes);

3. ***** (insert name and particulars of Lenders' Representative) and having its registered officeat *****, acting for and on behalf of the Lenders as their duly authorized agent withregard 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 meaningthereof include its successors and substitutes)

WHEREAS:

A. The Authority has entered into a Concession Agreement dated ***** With the Concessionaire(the "Concession Agreement") for setting up 250 TPD Municipal Solid Waste Bio-CNG plant and undertake Operation & Maintenance for a period of 20 years on Design, Build, Finance, Operate and Transfer (DBFOT) model under PPP mode and a copy of which is annexed heretoand marked as Annex-A to form part of this Agreement.

B. Lenders have agreed to finance the Project in accordance with the terms and conditionsset forth in the Financing Agreements.

C. Lenders have requested the Authority to enter into this Substitution Agreement forsecuring their interests through assignment, transfer and substitution of the

Concession to aNominated Company in accordance with the provisions of this Agreement and the ConcessionAgreement.

D. In order to enable implementation of the Project including its financing, construction,operation and maintenance, the Authority has agreed and undertaken to transfer and assign theConcession to a Nominated Company in accordance with the terms and conditions set forth inthis Agreement and the Concession Agreement.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreementsset forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intendingto be legally bound hereby, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Substitution Agreement, the following words and expressions shall, unless repugnant to thecontext or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Agreement" means this Substitution Agreement and any amendment thereto made in accordancewith the provisions contained in this Agreement;

"Financial Default" means occurrence of a material breach of the terms and conditions of theFinancing Agreements or a continuous default in Debt Service by the Concessionaire for aminimum period of 3 (three) months;

"Lenders' Representative" means the person referred to as the Lenders' Representative in theforegoing Recitals;

"Nominated Company" means a company, incorporated under the provisions of the CompaniesAct, 1956, including any re-enactment or amendment thereof, selected by the Lenders'Representative, on behalf of Lenders, and proposed to the Authority for assignment/transferof the Concession as provided in this Agreement;

"Notice of Financial Default" shall have the meaning ascribed thereto in Clause 3.2.1; and

"Parties" means the parties to this Agreement collectively and "Party" shall mean any of theParties to this Agreement individually.

1.2 Interpretation

1.2.1 References to Lenders' Representative shall, unless repugnant to the context or meaningthereof, mean references to the Lenders' Representative, acting for and on behalf of Lenders.

1.2.2 References to Clauses are, unless stated otherwise, references to Clauses of this Agreement.

1.2.3 The words and expressions beginning with capital letters and defined in this Agreement shallhave the meaning ascribed thereto herein, and the words and expressions used in this Agreementand not defined herein but defined in .the Concession Agreement shall, unless repugnant to thecontext, have the meaning ascribed thereto in the Concession Agreement.

1.2.4 The rules of interpretation stated in Clauses 1.2 and 1.3 of the Concession Agreement shallapply, mutatis mutandis, to this Agreement.

2. ASSIGNMENT

2.1 Assignment of rights and title

The Concessionaire hereby agrees to assign the rights, title and interest in the Concession to, andin favor of, the Lenders' Representative pursuant to and in accordance with the provisions of thisAgreement and the Concession Agreement by way of security in respect of financing by the Lenders under the Financing Agreements.

3. SUBSTITUTION OF THE CONCESSIONAIRE

3.1 Rights of substitution

3.1.1 Pursuant to the rights, title and interest assigned under Clause 2.1, the Lenders' Representativeshall be entitled to substitute the Concessionaire by a Nominated Company under and inaccordance with the provisions of this Agreement and the Concession Agreement.

3.1.2 The Authority hereby agrees to substitute the Concessionaire by endorsement on theConcession Agreement in favor of the Nominated Company selected by the Lenders'Representative in accordance with this Agreement. For the avoidance of

doubt, the Lenders or the Lenders' Representative shall not be entitled to operate and maintain the Projectas Concessionaire either individually or collectively.

3.2 Substitution upon occurrence of Financial Default

3.2.1 Upon occurrence of a Financial Default, the Lenders' Representative may issue a notice to theConcessionaire (the "Notice of Financial Default") along with particulars thereof, and send acopy to the Authority for its information and record. A Notice of Financial Default under thisClause 3 shall be conclusive evidence of such Financial Default and it shall be final and bindingupon the Concessionaire for the purposes of this Agreement.

3.2.2 Upon issue of a Notice of Financial Default hereunder, the Lenders' Representative may,without prejudice to any of its rights or remedies under this Agreement or the FinancingAgreements, substitute the Concessionaire by a Nominated Company in accordance with theprovisions of this Agreement.

3.2.3 At any time after the Lenders' Representative has issued a Notice of Financial Default, it mayby notice require the Authority to suspend all the rights of the Concessionaire and undertakethe operation and maintenance of the Project in accordance with the provisions of Article 29 ofthe Concession Agreement, and upon receipt of such notice, the Authority shall undertakeSuspension under and in accordance with the provisions of the Concession Agreement. Theaforesaid Suspension shall be revoked upon substitution of the Concessionaire by a NominatedCompany, and in the event such substitution is not completed within 180 (one hundred andeighty) days from the date of such Suspension, the Authority may terminate the ConcessionAgreement forthwith by issuing a Termination Notice in accordance with the provisions of theConcession Agreement; provided that upon written request from the Lenders' Representativeand the Concessionaire, the Authority may extend the aforesaid period of 180 (one hundred andeighty) days by a period not exceeding 90 (ninety) days. For the avoidance of doubt, theAuthority expressly agrees and undertakes to terminate the Concession Agreement forthwith,upon receipt of a written request from the Lenders' Representative at any time after 240 (twohundred and forty) days from the date of Suspension hereunder.

3.3 Substitution upon occurrence of Concessionaire Default

3.3.1 Upon occurrence of a Concessionaire Default, the Authority shall by a notice inform theLenders' Representative of its intention to issue a Termination Notice and grant 15

(fifteen)days' time to the Lenders' Representative to make a representation, stating the intention tosubstitute the Concessionaire by a Nominated Company.

3.3.2 In the event that the Lenders' Representative makes a representation to the Authority within theperiod of 15 (fifteen) days specified in Clause 3.3.1, stating that it intends to substitute theConcessionaire by a Nominated Company, the Lenders' Representative shall be entitled toundertake and complete the substitution of the Concessionaire by a Nominated Company inaccordance with the provisions of this Agreement within a period of 180 (one hundred andeighty) days from the date of such representation, and the Authority shall either withholdTermination or undertake Suspension for the aforesaid period of 180 (one hundred and eighty)days; provided that upon written request from the Lenders' Representative and theConcessionaire, the Authority shall extend the aforesaid period of 180 (one hundred and eighty)days by a period not exceeding 90 (ninety) days; provided further that the Lenders'Representative may at any time withdraw its representation hereunder and upon suchwithdrawal, the Authority may terminate this Agreement in accordance with the provisionshereof.

3.4 Procedure for substitution

3.4.1 The Authority and the Concessionaire hereby agree that on or after the date of Notice ofFinancial Default or the date of representation to the Authority under Clause 3.3.2, as the casemay be, the Lenders' Representative may, without prejudice to any of the other rights orremedies of the Lenders, invite, negotiate and procure offers, either by privatenegotiations or public auction or tenders for the take over and transfer of the Project includingthe Concession to the Nominated Company upon such Nominated Company's assumption ofthe liabilities and obligations of the Concessionaire towards the Authority under the ConcessionAgreement and towards the Lenders under the Financing Agreements.

3.4.2 To be eligible for substitution in place of the Concessionaire, the Nominated Company shall berequired to fulfil the eligibility criteria that were laid down by the Authority for short listing thebidders for award of the Concession; provided that the Lenders' Representative may representto the Authority that all or any of such criteria may be waived in the interest of the Project, andif the Authority determines that such waiver shall not have any material adverse effect on theProject, it may waive all or any of such eligibility criteria.

3.4.3 Upon selection of a Nominated Company, the Lenders' Representative shall request theAuthority to:

a. Accede to transfer to the Nominated Company the right to construct, operate andmaintain the Project in accordance with the provisions of the Concession Agreement;
b. Endorse and transfer the Concession to the Nominated Company, on the same termsand conditions, for the residual Concession Period; and
c. Enter into a Substitution Agreement with the Lenders' Representative and theNominated Company on the same terms as are contained in this Agreement.

3.4.4 If the Authority has any objection to the transfer of Concession in favor of the NominatedCompany in accordance with this Agreement, it shall within 15 (fifteen) days from the date ofproposal made by the Lenders' Representative, give a reasoned order after hearing the Lenders'Representative. If no such objection is raised by the Authority, the Nominated Company shallbe deemed to have been accepted. The Authority shall thereupon transfer and endorse theConcession within 15 (fifteen) days of its acceptance/deemed acceptance of the NominatedCompany; provided that in the event of such objection by the Authority, the Lenders'Representative may propose another Nominated Company whereupon the procedure set forthin this Clause 3.4 shall be followed for substitution of such Nominated Company in place ofthe Concessionaire.

3.4.5 The transfer of Concession hereunder to a Nominated Company may, notwithstanding anythingto the contrary in this Agreement and the Concession Agreement, be undertaken by transfer ofno less than 75% (seventy five percent) of the equity of the Concessionaire to the NominatedCompany, and upon such transfer hereunder, the Concessionaire shall be deemed to be theNominated Company under and in accordance with the provisions of this Agreement and theConcession Agreement.

3.5 Selection to be binding

The decision of the Lenders' Representative and the Authority in selection of the NominatedCompany shall be final and binding on the Concessionaire. The Concessionaire irrevocably agreesand waives any right to challenge the actions of the Lenders' Representative or the Senior Lendersor the Authority taken pursuant to this Agreement including the transfer/assignment of theConcession in favor of the Nominated Company. The Concessionaire agrees and confirms that itshall not have any right to seek revaluation of assets of the Project or the Concessionaire's shares.It is hereby acknowledged by the Parties that the rights of the Lenders' Representative areirrevocable and shall not be contested in any proceedings before any court or Authority and theConcessionaire shall have no right or remedy to prevent, obstruct or restrain the Authority or theLenders' Representative from effecting or causing the

transfer by substitution and endorsement ofthe Concession as requested by the Lenders' Representative.

4. PROJECT AGREEMENTS

4.1 Substitution of Nominated Company in Project Agreements

The Concessionaire shall ensure and procure that each Project Agreement contains provisions thatentitle the Nominated Company to step into such Project Agreement, in its discretion, in place andsubstitution of the Concessionaire in the event of such Nominated Company's assumption of theliabilities and obligations of the Concessionaire under the Concession Agreement.

5. TERMINATION OF CONCESSION AGREEMENT

5.1 Termination upon occurrence of Financial Default

At any time after issue of a Notice of Financial Default, the Lenders' Representative may by anotice in writing require the Authority to terminate the Concession Agreement forthwith, and uponreceipt of such notice, the Authority shall undertake Termination under and in accordance with theprovisions of Article 30 of the Concession Agreement.

5.2 Termination when no Nominated Company is selected

In the event that no Nominated Company acceptable to the Authority is selected and recommendedby the Lenders' Representative within the period of 180 (one hundred and eighty) days or anyextension thereof as set forth in Clause 3.3.2, the Authority may terminate the ConcessionAgreement forthwith in accordance with the provisions thereof.

5.3 Realization of Debt Due

The Authority and the Concessionaire hereby acknowledge and agree that, without prejudice totheir any other right or remedy, the Lenders' Representative is entitled to receive from theConcessionaire, without any further reference to or consent of the Concessionaire, the Debt Dueupon Termination of the Concession Agreement. For realization of the Debt Due, the Lenders'Representative shall be entitled to make its claim from the Escrow Account in accordance with theprovisions of the Concession Agreement and the Escrow Agreement.

6. DURATION OF THE AGREEMENT

6.1 Duration of the Agreement

This Agreement shall come into force from the date hereof and shall expire at the earliest to occurof the following events:

a. Termination of the Agreement; or

b. No sum remains to be advanced and no sum are outstanding to the Senior Lenders,under the Financing Agreements.

7. INDEMNITY

7.1 General indemnity

7.1.1 The Concessionaire will indemnify, defend and hold the Authority and the Lenders'Representative harmless against any and all proceedings, actions and third party claims for anyloss, damage, cost and expense of whatever kind and nature arising out of any breach by theConcessionaire of any of its obligations under this Agreement or on account of failure of theConcessionaire to comply with Applicable Laws and Applicable Permits.

7.1.2 The Authority will indemnify, defend and hold the Concessionaire harmless against any and allproceedings, actions and third party claims for any loss, damage, cost and expense arising outof failure of the Authority to fulfil any of its obligations under this Agreement, materially andadversely affecting the performance of the Concessionaire's obligations under the ConcessionAgreement or this Agreement, other than any loss, damage, cost and expense, arising out ofacts done in discharge of their lawful functions by the Authority, its officers, servants andagents.

7.1.3 The Lenders' Representative will indemnify, defend and hold the Concessionaire harmlessagainst any and all proceedings, actions and third party claims for any loss, damage, cost andexpense arising out of failure of the Lenders' Representative to fulfil its obligations under thisAgreement, materially and adversely affecting the performance of the Concessionaire'sobligations 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 Lenders' Representative,its officers, servants and agents.

7.2 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 entitledto the benefit of an indemnity under Clause 7.1 or in respect of which it is entitled to reimbursement(the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claimhereunder (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and shallnot settle or pay the claim without the prior approval of the Indemnifying Party, such approval notto be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contestor dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shallbear all costs involved in contesting the same. The Indemnified Party shall provide all cooperationand assistance in contesting any claim and shall sign all such writings and documents as theIndemnifying Party may reasonably require.

8. DISPUTE RESOLUTION

8.1 Dispute resolution

8.1.1 Any dispute, difference or claim arising out of or in connection with this Agreement which isnot resolved amicably shall be decided by reference to arbitration to a Board of Arbitratorscomprising one nominee each of the Authority, Concessionaire and the Lenders'Representative. Such arbitration shall be held in accordance with the Rules of Arbitration of theInternational Centre for Alternative Dispute Resolution, New Delhi (the "Rules") or such otherrules as may be mutually agreed by the Parties, and shall be subject to provisions of theArbitration and Conciliation Act, 1996.

8.1.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on theParties. The place of arbitration shall be the capital of the State and the language of arbitrationshall be English.

9. MISCELLANEOUS PROVISIONS

9.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with and governed by the laws ofIndia, and the courts in Madurai shall have jurisdiction over all mattersarising out of or relating to this Agreement.

9.2 Waiver of sovereign immunity

The Authority unconditionally and irrevocably:

a. agrees that the execution, delivery and performance by it of this Agreement constitutecommercial acts done and performed for commercial purpose;

b. agrees that, should any proceedings be brought against it or its assets, property or revenuesin any jurisdiction in relation to this Agreement or any transaction contemplated by thisAgreement, no immunity (whether by reason of sovereignty or otherwise) from suchproceedings 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, mayacquire 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 anysuch proceedings to the giving of any relief or the issue of any process in any jurisdiction inconnection with such proceedings (including the making, enforcement or execution againstit or in respect of any assets, property or revenues whatsoever irrespective of their use orintended use of any order or judgment that may be made or given in connection therewith).

9.3 Priority of agreements

In the event of any conflict between the Concession Agreement and this Agreement, the provisionscontained in the Concession Agreement shall prevail over this Agreement.

9.4 Alteration of terms

All additions, amendments, modifications and variations to this Agreement shall be effectual andbinding only if in writing and signed by the duly authorized representatives of the Parties.

9.5 Waiver

9.5.1 Waiver by any Party of a default by another Party in the observance and performance of anyprovision of or obligations under this Agreement:

a. Shall not operate or be construed as a waiver of any other or subsequent default hereofor of other provisions of or obligations under this Agreement;

b. Shall not be effective unless it is in writing and executed by a duly authorizedrepresentative of the Party; and

c. Shall not affect the validity or enforceability of this Agreement in any manner.

9.5.2 Neither the failure by either 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 otherindulgence granted by a Party to another Party shall be treated or deemed as waiver of suchbreach or acceptance of any variation or the relinquishment of any such right hereunder.

9.6 No third party beneficiaries

This Agreement is solely for the benefit of the Parties and no other person or entity shall have anyrights hereunder.

9.7 Survival

9.7.1 Termination of this Agreement:

a. Shall not relieve the Parties of any obligations hereunder which expressly or byimplication survive termination hereof; and

b. except as otherwise provided in any provision of this Agreement expressly limiting theliability of either Party, shall not relieve either Party of any obligations or liabilities forloss or damage to the other Party arising out of or caused by acts or omissions of suchParty prior to the effectiveness of such termination or arising out of such termination.

9.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shallonly survive for a period of 3 (three) years following the date of such termination or expiry ofthis Agreement.

9.8 Severability

If for any reason whatever any provision of this Agreement is or becomes invalid, illegal orunenforceable or is declared by any court of competent jurisdiction or any other instrumentality tobe invalid, illegal or unenforceable, the validity, legality or enforceability of the remainingprovisions shall not be affected in any manner, and the Parties will negotiate in good faith with aview 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 orunenforceable provision. Failure to agree upon any such provisions shall not be subject to disputeresolution under Clause 8 of this Agreement or otherwise.

9.9 Successors and assigns

This Agreement shall be binding on and shall inure to the benefit of the Parties and their respectivesuccessors and permitted assigns.

9.10 Notices

All notices or other communications to be given or made under this Agreement shall be in writing,shall either be delivered personally or sent by courier or registered post with an additional copy tobe sent by facsimile or e-mail. The address for service of each Party, its facsimile number and emailaddress are set out under its name on the signing pages hereto. A notice shall be effectiveupon actual receipt thereof, save that where it is received after 5.30 (five thirty) p.m. on any day,or on a day that is a public holiday, the notice shall be deemed to be received on the first workingday following the date of actual receipt. Without prejudice to the foregoing, a Party giving ormaking a notice or communication by facsimile or e-mail shall promptly deliver a copy thereofpersonally, or send it by courier or registered post to the addressee of such notice orcommunication. It is hereby agreed and acknowledged that any Party may by notice change theaddress to which such notices and communications to it are to be

delivered or mailed. Such changeshall be effective when all the Parties have notice of it.

9.11 Language

All notices, certificates, correspondence and proceedings under or in connection with thisAgreement shall be in English.

9.12 Authorized representatives

Each of the Parties shall by notice in writing designate their respective authorized representativesthrough whom only all communications shall be made. A Party hereto shall be entitled to removeand/or substitute or make fresh appointment of such authorized representative by similar notice.

9.13 Original Document

This Agreement may be executed in three counterparts, each of which when executed and deliveredshall constitute an original of this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THISAGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

THE COMMON SEAL OF CONCESSIONAIRE has been affixed pursuant to the resolution passed by the Board of Directors of the Concessionaire at its meeting held on the ****day of the *****20**here unto affixed in to the presence of******the Director, who has signed these presents in token thereof, ****Company Secretary /Authorized Officer who has countersigned the same in token thereof	SIGNED, SEALED AND DELIVERED For and behalf of THE AUTHORITY by:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)

(Fax No.)
(E-mail address)

(Fax No.)
(E-mail address)

SIGNED, SEALED AND DELIVERED
For and on behalf of

LENDERS by Lenders' Representative:
(Signature)
(Name)
(Designation)
(Address)
(Fax No.)
(E-mail address)

In the presence of:

1.

2.

SCHDULE R

SCOPE OF WORK

The broad scope of the Concessionaire during the construction period and operation period would inter-alia include the following:

1. Construction Period

1.1 The Concessionaire shall set-up the Bio-CNG plant along with all required machineries and civil works for processing 250 TPD wet waste into Bio-CNG in the site earmarked.

1.2 The Concessionaire shall adopt a technology, which should be in compliance to the SWM Rules 2016 notified by Ministry of Environment, Forest & Climate Change (MoEFCC), as amended from time to time and order/directions of Hon'ble Court(s)/ NGT.

1.3 All required support infrastructures covering yard, storage, water tank, drying area etc. shall be constructed by the Concessionaire as per the requirement while full-filling all the statutory norms.

1.4 Install weigh bridge facilities, laboratory and other necessary infrastructure required for the operations of the facility.

1.5 The Concessionaire shall be responsible for availing electricity connection and water provisions at the site earmarked. The expenses related to electricity and water shall be borne by the Concessionaire.

1.6 The Concessionaire shall be responsible for obtaining all requisite statutory approval and certifications as required for the regular operations of the plant.

1.7 There shall be a proper treatment and disposal mechanism as per statutory norms & maximum recycle of effluent from the operation of the Project Facilities including no leachate runoff from the processing of Waste and mixing with and polluting any surface water, ground water, stream, pond, or other water body/source.

2. Operations and Maintenance Period

2.1 The Concessionaire shall undertake operation and maintenance of the plant for a period of 20 years from COD.

2.2 The Authority shall deliver the guaranteed wet waste at the project site.

2.3 The Concessionaire shall ensure that the minimum quantity of wet waste processed is 250 TPD.

2.4 The Concessionaire should process the wet waste scientifically and convert to Bio-CNG and solid/liquid fertilizers.

2.5 It shall be the responsibility of the Concessionaire to account for the quantity of wet waste processed and the quantity of Bio-CNG produced and solid fertilizers as part of conversion on daily basis. The Concessionaire should have a mechanism to scientifically weigh the quantity of wet waste, Bio-CNG produced and solid fertilizers. There should be an automated weighing provision for the quantity of waste received at the plant and also for produced Bio-CNG and solid fertilizer. This will have to be automatically fed into the designated software to be developed by the Concessionaire without any manual intervention.

2.6 A real-time online MIS needs to be created by the Concessionaire with full access to officials of the Authority.

2.7 The Concessionaire should identify the potential buyers for the Bio-CNG and Liquid / Solid manure and will sell the same to the buyers. The Authority will have no role in identifying the buyers, determining the selling price and the profit margin.

2.8 The Concessionaire shall ensure the Bio-CNG specifications as per latest Indian Standard Norms and the gas should be suitable to fill in the gas cylinders as per PESO Gas Cylinder Regulations. Necessary NOC from Fire and Rescue service Department and other statutory licenses should be obtained by the Concessionaire.

2.9 The Concessionaire shall ensure the entire process of conversion of wet waste to Bio-CNG takes place in a completely environment friendly process (including bottling and transportation of CNG) without causing any health hazard to people employed, people living in the nearby areas and the flora and fauna inhabited in the plant-set-up area.

2.10 Transport the Residual Inert Matter and/or Process rejects to the designated Delivery Point.

2.11 Deployment of required labour, technical staff and management staff and their costs shall be the responsibility of the Concessionaire. The labour wages and welfare schemes should be adhered to as per the existing statutory norms.

2.12 Sourcing of all required consumables and catalysts required for process shall be the responsibility of the Concessionaire.

2.13 The Water and Electricity charges shall be borne by the Concessionaire.

2.14 The maintenance and service requirements of the plant, machinery and support infrastructure shall be the responsibility of the Concessionaire. The service maintenance shall be planned in advance in accordance with the provision of this Agreement.

2.15 Transfer back the facilities in working conditions with technology at the end of the Concession Period.

3. Handling of Input Material

3.1 Handling & storage of all types of solid wastes should be in such a manner that leachatesformed do not get mix with any natural water body or stream.

3.2 If solids have any fire hazard possibility, due fire extinguishing system should be set up.

3.3 Reject/undigested solids should be disposed in accordance with SWM Rules, 2016 & itsamendments and shall not be mixed with digested slurry for disposal.

3.4 Digested solid/sludge shall be used for producing FOM or Bio-compost. In case of Biocompost,following shall be ensured:

- The composting facilities of adequate size may be designed through expertinstitutions in the field.

- The compost yard be provided with impermeable base with facility for collectionof Leachate and surface water run-off into lined drains leading to a Leachatetreatment and disposal facility.

- Necessary precaution shall be taken to minimize nuisance of odour, flies,rodents, bird menace and fire hazard.

- The windrow area shall be provided with impermeable base. Such a base shallbe made of concrete or compacted clay of 50 cm thick having permeabilitycoefficient less than 10–7 cm/sec. The base shall be provided with 1 to 2percent slope and circled by lined drains for collection of Leachate or surfacerun- off.

- Leachate collection system shall be constructed. Leachate can be re-circulatedin compost plant for moisture maintenance.

- The end product compost shall meet the standards prescribed under FertilizerControl Order notified from time to time.

- The daily logbook record of the solid waste generated and bio-compost shallbe maintained.

4. Handling of Solid Manure

4.1 Solid manure should be stored in Leachate-free way.

4.2 Solid manure may be converted to PROM (Phosphate Rich Organic Manure), Organic Potashfertilizer, organic silica fertilizer etc.

5. Handling of Liquid Manure (Fermented Organic Liquid Manure)

5.1 Digested slurry while producing Fermented Organic Liquid Manure should be separated for solids as much as possible.

5.2 Use decanter, screw press, filter media or drying pit for separation of solids.

5.3 Liquid manure should be stored in Leachate-free way.

5.4 Impermeable tank having total storage capacity of 15 days shall be provided for storing the liquidmanure/ slurry.

5.5 In no case, the liquid manure/ effluent/ leachate shall not be discharged into thedrain/nallah/surface water bodies/channels/rivers.

5.6 The liquid concentrated nutrient rich fertilizer product post processing shall be labeled andpacked in containers for sale.

5.7 The daily logbook record of the Liquid manure produced by the unit shall be maintained.

6. General requirements

6.1 Disposal of sulphur recovered from the process should be sold / disposed off in an appropriate manner as per rule.

6.2 All waste streams coming from plant should be suitably treated &recycled/reused. In nocase, effluent shall enter water body.

6.3 Exhaust gas being released to atmosphere in a safe manner.

6.4 Height of exhaust gas chimney to be raised to atleast3m above the roof level.

6.5 Iron filings, silica gel should be disposed of through certified vendors.

6.6 Membrane material disposal should be done through registered vendors only.

6.7 Effluent generated which is high in acids should be neutralized by using suitable method& then disposed off after meeting the notified effluent discharge norms.

7. Other requirements

7.1 Ambient air quality monitoring shall be regularly carried out as per applicable statutory norms.

7.2 Odour nuisance at down-wind direction on the boundary of processing plant shall also bechecked regularly & accordingly necessary steps for its control shall be taken.

7.3 Use specialized civil works such as earthquake resistance for constructions.

7.4 Install DG sets as per requirement.

7.5 Install equipment lifting and handling arrangements.

7.6 Undertake plant lighting and landscaping of the Project Area.