CONCESSION AGREEMENT

This **CONCESSION AGREEMENT** is entered into on this the _____ day of _____ (month), _____ (year), at Chennai, Tamil Nadu.

BETWEEN

The State Industrial Promotion Corporation of Tamil Nadu (SIPCOT), a statutory corporation constituted under the laws of the State of Tamil Nadu, having its office at No. 19-A, Rukmani Lakshmipathy Road, Egmore, Chennai – 600 008 (hereinafter referred to as the **"Authority"** or **"Concessioning Authority"** or **"SIPCOT"**, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns), of the **FIRST PART**;

AND

_____ **Private Limited**, a company incorporated under the provisions of the Companies Act, {1956/2013}, having its registered office at _____(hereinafter referred to as the **"Concessionaire"**, which expression shall, unless repugnant to the context or meaning thereof, include its successors, successors-in-business and permitted assigns), of the **SECOND PART**.

The Authority and the Concessionaire are hereinafter individually referred to as a **"Party"** and collectively as the **"Parties"**.

WHEREAS

A. The Authority, in the course of managing the SIPCOT IT Park at Navalur and as part of its broader environmental stewardship and estate management responsibilities, has undertaken the rejuvenation of Navalur Lake, including ecological restoration and landscape development, with the objective of supporting surrounding residential communities, natural habitats, and users of the adjoining IT Park.

B. The Authority now proposes to engage a private sector entity as a Concessionaire for the management, operation, maintenance, and upkeep of Navalur Lake and the lakefront park, including the existing amenities and such additional facilities and attractions as may be permitted by the Authority from time to time.

C. The selected agency shall be responsible for the operation, maintenance, management, and promotion of the Project, and for procuring, operating and maintaining the permitted additional facilities and attractions, and shall recover its investment and operating costs through revenues generated from such permitted activities, in accordance with the terms and conditions of this Agreement.

D. For the purpose of selection of the Concessionaire, the Authority adopted a single-stage, two-envelope bidding process and accordingly invited bids through its Request for Proposal dated _____ (the **"Request for Proposal"** or **"RFP"**).

E. Pursuant to the RFP, the Authority received Bids from eligible bidders, including the bid submitted by _____ (the **"Selected Bidder"**), for undertaking the Project.

F. Upon evaluation of the bids received, the Authority accepted the Bid submitted by the Selected Bidder and accordingly issued a Letter of Award bearing No. _____ dated _____ (the **"Letter of Award"** or **"LOA"**), requiring the Selected Bidder, inter alia, to execute this Concession Agreement within the period specified therein.

G. Upon execution of this Agreement pursuant to the Letter of Award, the Selected Bidder shall stand designated as the Concessionaire for the purposes of this Agreement and shall be entitled to exercise the rights and shall be bound by the obligations of the Concessionaire hereunder.

H. The Concessionaire, as a condition for execution of this Agreement, has furnished to the Authority a Performance Guarantee in the amount and form stipulated in this Agreement, in the format of a Bank Guarantee bearing number _____ dated _____ issued by _____. The Performance Guarantee secures the due performance and observance of all obligations of the Concessionaire under this Agreement and shall be valid for the duration of the Concession Period, subject to any adjustments or extensions as provided herein.

I. In pursuance of the foregoing, the Authority has agreed to grant to the Concessionaire, and the Concessionaire has agreed to accept, the Concession for the management, operation, and maintenance of Navalur Lake and the lakefront park, including existing amenities and permitted additional facilities and attractions, at Navalur, Chengalpattu District, in accordance with the terms, conditions, and covenants set forth herein.

NOW THEREFORE

In consideration of the mutual covenants, representations, warranties, and obligations contained herein, and intending to be legally bound hereby, the Parties agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Interpretations

The words and expressions defined in the Request for Proposal shall, unless the context otherwise requires, have the same meanings when used in this Agreement. Words and expressions defined elsewhere in this Agreement shall have the meanings respectively assigned to them. Any consent, approval or determination required from the Authority shall mean the prior written consent, approval or determination of the Authority.

1.1.1 In this Agreement, unless the context otherwise requires:

(a) references to any legislation or provision thereof shall include any amendment, re-enactment or consolidation thereof, insofar as such amendment, re-enactment or consolidation applies or is capable of applying to any transaction contemplated under this Agreement;

(b) references to the laws of India or Indian law or regulations having the force of law shall include all laws, Acts, ordinances, rules, regulations, bye-laws and notifications having the force of law in the territory of India, as amended, modified, supplemented or re-enacted from time to time;

(c) references to a person and words denoting a natural person shall be construed as a reference to any individual, firm, company, corporation, society, trust, government, State or agency of a State, or any association or partnership (whether or not having separate legal personality), and shall include their respective successors and permitted assigns;

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

(e) the words include and including shall be construed without limitation and shall be deemed to be followed by the words “without limitation”, whether or not expressly stated;

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

(g) references to development shall include, unless the context otherwise requires, construction, renovation, refurbishment, augmentation, upgradation and all activities incidental thereto, and the word develop shall be construed accordingly;

(h) any reference to a period of time shall mean a reference to such period calculated in accordance with Indian Standard Time;

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

(j) any reference to a business day shall mean a day (other than a Sunday) on which banks in the State are generally open for business;

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

(l) references to any date, period or project milestone shall include such date, period or milestone as extended in accordance with this Agreement;

(m) any reference to a period commencing from a specified date and ending on or until a specified date shall include both such dates; provided that if the last day of any such period is not a business day, the period shall extend to the next succeeding business day;

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

(o) references to any gender shall include all genders;

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

(q) Rupee, Rupees, Rs., INR and ₹ denote the lawful currency of India;

(r) indebtedness includes any obligation for the payment or repayment of money, whether present or future, actual or contingent, and whether incurred as principal or surety;

(s) references to winding-up, dissolution, insolvency or reorganisation of a company or corporation shall include any analogous or equivalent proceedings under the laws of the jurisdiction of incorporation or where such entity carries on business;

(t) except as otherwise expressly provided, references to any agreement, deed, instrument, licence or document shall mean such document as amended, modified, varied, supplemented or suspended from time to time, provided that this sub-clause shall not operate to increase the obligations or liabilities of the Authority under this Agreement;

(u) any agreement, consent, approval, authorisation, notice, communication, information or report required under this Agreement shall be valid only if made in writing and signed by a duly authorised representative of the concerned Party;

(v) the Recitals and Schedules form an integral part of this Agreement and shall have the same force and effect as if expressly set out herein;

(w) references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules shall be construed as references to the corresponding provisions of this Agreement; references to an Annex shall mean an Annex to the relevant Schedule, and references to a Paragraph shall mean a paragraph of the relevant Schedule or Annex, as applicable;

(x) unless otherwise specified, any interest payable under this Agreement shall accrue on a monthly basis from the respective due dates; and

(y) time shall be of the essence in the performance of the respective obligations of the Parties, including any extended time periods.

1.1.2 Documentation Submission

Unless expressly provided otherwise, all documents required to be submitted by the Concessionaire to the Authority shall be submitted free of cost in three (3) physical copies and one (1) electronic copy. The Authority shall be entitled to retain two (2) copies.

1.1.3 Neutral Construction

This Agreement shall not be interpreted against any Party on the ground that such Party drafted or proposed any provision, and the rule of contra proferentem shall not apply.

1.1.4 Ordinary English Usage

Words not defined in this Agreement shall be interpreted in accordance with their ordinary English meaning. The provisions of the General Clauses Act, 1897 shall not apply to this Agreement.

1.2 Priority of Agreements and Resolution of Discrepancies

1.2.1 Document Hierarchy

The documents forming part of this Agreement are mutually explanatory. In the event of any conflict, the following order of priority shall apply:

(a) this Agreement;

(b) all other documents forming part of this Agreement, including the Request for Proposal and the Letter of Award.

1.2.2 Internal Discrepancies

In the event of any ambiguity or inconsistency:

(a) between two Articles, the more specific provision shall prevail;

(b) between the Articles and the Schedules, the Articles shall prevail;

(c) between a Schedule and an Annex, the Schedule shall prevail;

(d) between a written description and a drawing, the written description shall prevail;

(e) between scaled dimensions and written dimensions, the written dimensions shall prevail; and

(f) between figures written in numerals and in words, the words shall prevail.

1.3 Definitions

Unless otherwise defined herein or unless the context otherwise requires, the capitalised terms used in this Agreement shall have the meanings respectively assigned to them in this Article:

Additional Auditor has the meaning ascribed to it in Clause 8.6

Applicable Law means all statutes, regulations, rules, notifications, treaties, conventions, judicial pronouncements, orders, and decrees of the Government of India, the State Government, or any competent authority, applicable to the Project, the Project Site, Project Assets, Project Facilities, and the exercise, performance, and discharge of rights and obligations of the Parties under this Agreement.

Applicable Permits means any and all permissions, clearances, licenses, authorizations, consents, no-objections, approvals, and exemptions required under or pursuant to Applicable Law for the execution, operation, and maintenance of the Project and the discharge of obligations under this Agreement.

Appointed Date means the date when the Conditions Precedent have either been satisfied or waived by the Party other than the Party responsible for satisfying the same.

Authority or **Concessioning Authority** or **SIPCOT** means State Industries Promotion Corporation of Tamil Nadu granting the concession, as described in the Array of Parties.

Authority Event of Default shall have the meaning assigned to it in Clause 11.3 of this Agreement.

Authority Indemnified Persons shall have the meaning assigned to them in Clause 17.1.1 of this Agreement.

Average Daily Gross Revenues shall mean, in relation to any specified period, the average of the Gross Revenues earned per day by the Concessionaire during the corresponding period of the immediately preceding Concession Year, calculated by dividing the total Gross Revenues earned during such corresponding period by the number of days comprised therein.

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

Bid means the proposal and the entire set of documents submitted by the Selected Bidder in response to the RFP

Bid Security means the bank guarantee [●] dated [●] furnished by the Selected Bidder along with its Bid.

Change in Law shall have the meaning assigned to it in Clause 9.4 of this Agreement.

Completion Certificate means the certificate issued by the Authority in accordance with Clause 5.4 of this Agreement, confirming that the Project Assets and Project Facilities have been completed, inspected, and are ready for operation in accordance with the requirements of this Agreement.

Concession means the Concession granted by the Concessioning Authority to the Concessionaire in accordance with the provisions of Article 2.1 of this Agreement for implementing the Project.

Concessionaire means the entity selected under the RFP to implement, operate, and maintain the Project.

Concession Fee shall mean the conditions prescribed in Clause 8.1 of this Agreement.

Concessionaire Event of Default shall have the meaning assigned to it in Clause 11.2 of this Agreement.

Concession Period means the period of the Concession specified in Clause 2.2 of this Agreement.

Concession Quarter shall mean the conditions prescribed in Clause 8.1 of this Agreement.

Condition Survey shall have the meaning assigned to it in Article 12 of this Agreement.

Concession Year shall mean the conditions prescribed in Clause 8.1 of this Agreement.

Conditions Precedents shall mean the conditions prescribed in Article 3 of this Agreement.

Contractor means a Person with whom the Concessionaire has entered into/may enter into a contract relating to the execution of any works and /or operation and maintenance of the Project Site, Project Assets, or Project Facilities.

Cure Period shall have the meaning assigned to it in Clause 11.4 of this Agreement.

Day means the 24 (twenty-four) hour period beginning and ending at 12:00 midnight Indian Standard Time.

Direct Political Event shall have the meaning assigned to it in Clause 13.2(b) of this Agreement.

Dispute shall have the meaning assigned to it in Clause 15.1 of this Agreement.

Dispute Notice shall have the meaning assigned to it in Clause 15.1 of this Agreement.

Emergency means a condition or situation that is likely to endanger the security of the individuals on or about the Project or which poses an immediate threat of material damage to any of the Project Assets, Project Facilities, and includes a threat to public order or national security

Encumbrances means any mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege, or priority of any kind affecting the Project Site, Project Assets, or Project Facilities.

Escrow Account shall have the meaning assigned to it under Clause 8.7.

Escrow Agreement shall have the meaning assigned to it under Clause 8.7.

Escrow Agreement means the agreement to be executed inter alia between the Concessionaire and the Concessioning Authority substantially in the format set out in Schedule H hereto.

Escrow Bank shall have the meaning assigned to it under Clause 8.7.

Event of Default shall have the meaning assigned to it in Article 11 of this Agreement.

Execution Date means the date of signing of this Agreement

Fair Value means the market value of a Project Facility or asset, as assessed and certified by a Registered Valuer, depreciated in accordance with the Companies Act, 2013, reflecting the condition, useful life, and remaining service potential of the asset.

Force Majeure shall have the meaning assigned to it in Article 10 of this Agreement.

Force Majeure Event shall have the meaning assigned to it in Article 10.1 of this Agreement.

Good Industry Practice means the exercise of that degree of skill, diligence, prudence, and those practices, methods, specifications, and standards of equipment, safety, and performance which would reasonably and ordinarily be expected to be used by a skilled and experienced operator engaged in construction, operation, and maintenance of facilities of the type, scale, and complexity of the Project.

Government Authority or **Government Instrumentality** means the Government of India, any State Government, or any governmental department, commission, board, body, bureau, agency, authority, instrumentality, or administrative body, at the central, state, or local level, having jurisdiction over the Concessionaire, the Project Site, the Project Assets, or the Project Facilities, or any portion thereof, but shall not include the Authority.

Gross Revenue shall have the meaning assigned to it in Clause 8.1 of this Agreement.

Implementation Requirements means the set of obligations, conditions, standards, and permitted activities defined in Schedule B that govern:

(a) the development, operation, and maintenance of the Project;

(b) the construction and management of additional facilities, including maximum or minimum area limits and specifications for each permitted activity;

(c) environmental, safety, and regulatory compliance obligations; and

(d) reporting, monitoring, and quality assurance procedures.

All development and operations shall be undertaken in accordance with the Implementation Requirements.

Indemnified Party shall have the meaning assigned to it in Clause 17.3.1 of this Agreement.

Indemnifying Party shall have the meaning assigned to it in Clause 17.3.1 of this Agreement.

Material Adverse Effect means any event, act, or circumstance that materially and adversely affects the ability of either Party to perform its obligations under this Agreement, or causes a material financial burden or loss to such Party.

Memorandum shall have the meaning assigned to it in Clause 2.7 of this Agreement.

Minimum Guaranteed Amount or **MGA** shall have the meaning assigned to it in Clause 8.4 of this Agreement.

Navalur Lake means the water body known as Navalur Lake, including its full water spread, embankments, and adjoining areas, which has been ecologically restored by the Authority and handed over to the Concessionaire, as demarcated in Schedule A of this Agreement.

Non-Political Event shall have the meaning assigned to it in Clause 10.2 of this Agreement.

Online Complaints Register / Complaint Register shall have the meaning assigned to it in Clause 19.1 of this Agreement.

Online Grievance Portal shall have the meaning assigned to it in Clause 19.3 of this Agreement.

Operations and Maintenance Standards means the minimum standards of operations and maintenance set out in the annexure to Schedule C with regards the Project Site, Project Assets, and Project Facilities.

Other Events shall have the meaning assigned to it in **Clause 10.4** of this Agreement.

Party / Parties means either the Authority or the Concessionaire individually or collectively, as the context requires.

Performance Guarantee shall have the meaning assigned to it in Clause 4.1 of this Agreement.

Person means any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, government or governmental authority or agency or any other legal entity.

Political Event shall have the meaning assigned to it in Clause 10.3 of this Agreement.

Project means the operationalization of the Project Site and Project Assets, and the creation, management, and provision of Project Facilities, to ensure that Navalur Lake and its lakefront function effectively for public enjoyment, recreation, and safe, equitable, and unrestricted access, in accordance with this Agreement, and the Implementation Requirements set forth in the Schedule B.

Project Assets means the existing assets created by the Authority and handed over to the Concessionaire for the Project, including those located within Navalur Lake and forming part of the Project Site.

Project Facilities means the assets and additional facilities created by the Concessionaire in accordance with the Implementation Requirements set out in Schedule B of this Agreement, for the purpose of making Navalur Lake and its lakefront fully functional and accessible to the public, and shall include the following categories:

(a) **Fixed Assets** – Assets that are permanently affixed to the Project Site and cannot be removed without substantial dismantling or impairment, including, without limitation: structures, civil works, embankments, permanent utilities, buildings, pathways, and landscaping features.

(b) **Movable Assets** – Assets that are not permanently affixed to the Project Site and can be removed or relocated without material damage, including, without limitation: equipment, furniture, movable fixtures, and vehicles.

Project Implementation Plan or PIP means the comprehensive plan prepared and submitted by the Concessionaire to the Concessioning Authority, in accordance with Schedule B, detailing the Concessionaire's approach to making the Project fully functional. The PIP shall include, without limitation:

(a) the operation, management, and maintenance of the existing Project Assets;

(b) the planning, design, procurement, installation, and management of additional facilities permitted under the Implementation Requirements;

(c) staffing, resource allocation, equipment management, timelines, and processes necessary to ensure full operational functionality; and

(d) monitoring, reporting, and risk management measures.

Project Site means the full site, including Navalur Lake and all Project Assets located therein, as described in Schedule A of this Agreement.

Registered Valuer means a person or firm registered as a valuer under the Companies (Registered Valuers and Valuation) Rules, 2017, or any successor law, and authorized to value assets of the relevant class, including Project Facilities and related infrastructure.

Requisition shall have the meaning assigned to it in Clause 12.3 of this Agreement.

Revenue Share shall have the meaning assigned to it in Clause 8.3 of this Agreement.

RFP means the Request for Proposal issued by the Authority for selection of the Concessionaire, including any addenda or clarifications.

Schedules / Appendices means the schedules, annexures, and appendices attached to this Agreement.

State means the State of Tamil Nadu

State Government means the Government of Tamil Nadu

Step-in Rights shall have the meaning assigned to it in Clause 11.6 of this Agreement.

Tariff or **User Charges** means the rates payable by Users for use of the Project Site, Project Assets and Project Facilities, as provided in Article 7 and related appendices.

Taxes means any Indian taxes including GST, excise duties, customs duties, local taxes, cess and any impost or surcharge of like nature (whether Central, State or local) on the goods, materials, equipment and services incorporated in and forming part of the Project charged, levied or imposed by any Government Instrumentality, but excluding any interest, penalties and other sums in relation thereto imposed on any account whatsoever. For the avoidance of doubt, Taxes shall not include taxes on corporate income.

Termination Notice shall have the meaning assigned to it in Clause 12.1 of this Agreement.

Termination Payment or Compensation shall have the meaning assigned to it in Article 13

Termination Period shall have the meaning assigned to it in Clause 12.1 of this Agreement.

Transfer Date means the date on which the Agreement is deemed terminated after expiry of the Termination Period or receipt of Termination Notice.

User means any person or entity using or intending to use the Project or any part thereof, including Project Site, Project Assets and Project Facilities, in accordance with this Agreement and Applicable Law.

Vesting Certificate means the certificate to be issued by the Authority in accordance with Clause 14.5, substantially in the form set out in Schedule F, evidencing divestment of all rights, title, and interest in the Project by the Concessionaire and their vesting in the Authority.

ARTICLE 2 GRANT OF CONCESSION

2.1 Concession

In consideration of the Concessionaire agreeing to pay to the Authority the Concession Fee and performing its obligations as set out in this Agreement, the Authority hereby grants to the Concessionaire, subject to the provisions of this Agreement, an exclusive right to operate, maintain, and manage the existing facilities of Navalur Lake and the lakefront park, and to procure, operate, maintain, and manage any additional facilities as permitted by the Authority, in accordance with the terms and conditions of this Agreement.

2.2 Concession Period

The Concession hereby granted is for a period of 15 (fifteen) years commencing from the Appointed Date, during which the Concessionaire is authorized and obliged to implement the Project as per Implementation Requirements in accordance with the provisions hereof.

Provided that, in the event of early termination of this Agreement by either Party in accordance with its terms, the Concession Period shall be limited to the period commencing from the Appointed Date and ending with the date of such termination.

2.3 Acceptance of the Concession

The Concessionaire hereby accepts the Concession and agrees and undertakes to implement the Project in accordance with this Agreement. Subject to and in accordance with the provisions of this Agreement and Applicable Laws and Applicable Permits, the Concessionaire shall, at its costs, charges, expenses, and risk, operate, maintain, and manage the Project Site and Project Assets, including any additional permitted facilities.

2.4 Project Site & Project Assets

(a) In consideration of the Concessionaire agreeing to perform and discharge its obligations as set forth in this Agreement, the Authority hereby grants to the Concessionaire the exclusive right to enter upon, occupy, and use the Project Site and Project Assets for the purpose of implementing the Project and providing Project Facilities pursuant thereto in accordance with this Agreement.

(b) The Concessionaire shall, at its costs, charges, and expenses, make such improvements or additions to the Project Site and Project Assets as may be necessary or appropriate for implementing the Project and providing Project Facilities in accordance with this Agreement, Applicable Laws, and Applicable Permits.

2.5 Use of Project Assets

The Concessionaire shall not, without the prior written consent of the Authority, use the Project Site and Project Assets for any purpose other than the purposes of the Project and purposes incidental thereto as permitted under this Agreement or otherwise approved by the Authority.

2.6 Information about Project Site and Project Assets

The information about the Project Site and Project Assets, as provided by the Authority, is provided in good faith. The Authority shall provide, upon reasonable request, any further information relating to the Project Site and Project Assets in its possession that may be relevant to the implementation of the Project. Subject to this, the Authority makes no representation or warranty regarding the condition of the Project Assets or Project Site.

2.7 Acceptance of Project Assets

Within thirty (30) days from the Execution Date, the Authority and the Concessionaire shall undertake a joint inspection of the Project Site and the Project Assets for the purpose of handover, and pursuant thereto:

(a) the Parties shall prepare and execute a memorandum of handover ("Memorandum"), which shall inventory, describe and schedule the Project Site and the Project Assets, including their extent, condition and relevant particulars, and such Memorandum shall be signed by duly authorised representatives of both Parties;

(b) upon execution of the Memorandum of Handover, the Authority hereby grants and hands over, and the Concessionaire hereby accepts possession of, the Project Site and the Project Assets, on an "as is, where is" basis, subject to the terms of this Agreement;

(c) the Concessionaire confirms that it has:

(i) inspected the Project Site and the Project Assets;

(ii) satisfied itself as to the climatic, hydrological and physical conditions of the Project Site and the Project Assets; and

(iii) obtained all necessary information relating to risks, contingencies and other circumstances that may influence or affect its rights and obligations under this Agreement; and

(d) the Memorandum of Handover shall form an integral part of this Agreement and shall be deemed to record the date of handing over of the Project Site and the Project Assets.

2.8 Peaceful Occupation

The Authority warrants that the Concessionaire shall, subject to complying with the terms and conditions of this Agreement, remain in occupation of the Project Site and Project Assets during the Concession Period.

ARTICLE 3 CONDITIONS PRECEDENT

3.1 Conditions Precedent

The award of the Concession shall be subject to the satisfaction or waiver of the following conditions precedent (the "**Conditions Precedent**"):

(a) Conditions to be satisfied by the Concessionaire:

(i) Furnishing copies of the constituent documents of the Concessionaire certified by a director;

(ii) Furnishing all resolutions of the Board of Directors authorizing execution and performance of this Agreement;

(iii) Opening of the Escrow Account and execution of the Escrow Agreement;

(b) Conditions to be satisfied by the Authority:

Handing over physical possession of the Project Site, including existing facilities, to the Concessionaire in accordance with Clause 2.4, 2.5, 2.6, 2.7 & 2.8 hereinabove.

3.2 Time for Fulfilment

All Conditions Precedent set forth in Clause 3.1 shall be fulfilled or waived within 30 (thirty) days from the date of execution of this Agreement.

3.3 Waiver or Extension

The Authority may waive fully or partially any of the Conditions Precedent listed under Clause 3.1(a), or grant additional time for compliance, upon request from the Concessionaire. Similarly, the Concessionaire may waive or extend any Conditions Precedent listed under Clause 3.1(b) upon request from the Authority.

3.4 Penalty for Delay by Authority

If the Concessionaire has fulfilled all Conditions Precedent under Clause 3.1(a) and the Authority fails to fulfill its obligations under Clause 3.1(b) within the specified period, the Authority shall pay a penalty of 0.2% of the Performance Guarantee per day of delay, subject to a maximum of 15% of the Performance Guarantee. The delay period shall be added to the timeline for commencement of operations.

3.5 Penalty for Delay by Concessionaire

If the Authority has fulfilled all Conditions Precedent under Clause 3.1(b) and the Concessionaire fails to fulfill its obligations under Clause 3.1(a) within the specified period, the Concessionaire shall pay a penalty of 0.2% of the Performance Guarantee per day of delay, subject to a maximum of 15% of the Performance Guarantee. The delay period shall be added to the timeline for commencement of operations.

3.6 Termination for Non-Compliance

If the Conditions Precedent are not satisfied or waived within the period specified under Clauses 3.2 to 3.5, including any extensions, this Agreement shall be liable to be terminated.

(a) In the event of Termination due to the Concessionaire's failure, the Bid Security shall stand forfeited; provided that where the Performance Security has been submitted, the Authority shall be entitled to encash the Performance Security only up to an amount equivalent to the Bid Security, and the Bid Security shall thereupon be deemed to have been forfeited.

(b) If termination is due to Authority's failure, the Concessionaire shall be entitled to return of the Bid Security/Performance Guarantee.

Except as provided above, neither party shall have any claims against the other for costs, compensation, or other relief.

ARTICLE 4 PERFORMANCE GUARANTEE

4.1 Performance Guarantee

The Concessionaire has provided to the Authority, on or before the execution of this Agreement, an unconditional and irrevocable Bank Guarantee bearing number ___, dated ___, issued by ___ (the "**Performance Guarantee**"), in favor of the Authority, encashable and enforceable at Chennai, for a sum of INR 1,00,00,000 (Rupees One Crore only).

The Concessionaire shall ensure that the Performance Guarantee is enhanced, renewed, and maintained throughout the Concession Period in accordance with the terms of this Agreement. The Performance Guarantee shall be renewed 30 (thirty) days prior to expiry of each Concession Year for an additional term of one (1) year. In case of any part encashment by the Authority, the Concessionaire shall restore the Performance Guarantee to the full amount within 30 (thirty) days of such encashment.

Further, the Concessionaire shall enhance the Performance Guarantee by 10% once every three (3) years during the Concession Period. Failure by the Concessionaire to enhance, renew, or maintain the Performance Guarantee shall entitle the Authority to terminate this Agreement and, if relevant, to forfeit the Bid Security.

4.2 Appropriation of Performance Guarantee

Without prejudice to any other rights of the Authority under this Agreement, if the Concessionaire fails to pay any amounts due and payable towards electricity charges (including charges payable to TNPDCL or its successor), water charges payable to the Authority or the relevant Urban Local Body, taxes, duties, cesses or any other statutory or municipal levies, the Authority shall be entitled, after giving written notice to the Concessionaire, to recover and deduct such unpaid amounts from the Performance Security, to the extent of such dues, without affecting the Authority's right to recover any balance amounts remaining unpaid.

ARTICLE 5 PROJECT IMPLEMENTATION

5.1 Project Implementation Plan

(a) The Concessionaire shall, at its cost, prepare and submit to the Concessioning Authority a Project Implementation Plan in accordance with Schedule B. The Plan shall set out in detail the Concessionaire's approach to making the Project fully functional, including:

(i) steps for operating and managing the existing Project Assets; and

(ii) procurement, installation, and management of any additional facilities required for the Project.

(b) The Plan shall include both strategic and physical measures, covering staffing, maintenance procedures, equipment, timelines, and resources necessary to ensure the Project is fully operational.

5.2 Review of Project Implementation Plan

(a) The Concessionaire shall submit the Project Implementation Plan (PIP) to the Concessioning Authority within ten (10) days from the Execution Date for review.

(b) The Concessioning Authority shall examine the PIP and communicate its comments, if any, within seven (7) days from the date of receipt of the PIP.

(c) Where comments are provided by the Concessioning Authority, the Concessionaire shall revise and resubmit the PIP within ten (10) days from the date of receipt of such comments.

(d) Upon approval by the Concessioning Authority, the PIP shall form the basis for all Project implementation activities, and the Concessionaire shall not make any material modification thereto without the prior written consent of the Concessioning Authority.

5.3 Implementation Period

(a) The Parties acknowledge that the existing Project Assets are operational on the date of this Agreement, and that commercial operations in respect thereof shall continue uninterrupted in accordance with this Agreement.

(b) The Concessionaire shall implement the Project Facilities specified in the approved PIP in accordance with the approved scope and sequencing and subject to the provisions of this Agreement.

(c) Any new or additional Project Facilities forming part of the approved PIP shall be implemented, tested and commissioned in accordance with Applicable Laws, Good Industry Practice and the provisions of this Agreement.

(d) Prior to opening any new Project Facilities for public access or putting them to commercial use, the Concessionaire shall submit to the Concessioning Authority an undertaking confirming that:

(i) such Project Facilities comply with all Applicable Laws; and

(ii) all Applicable Permits in respect thereof have been duly obtained, together with documentary evidence of such Applicable Permits.

(e) Upon submission of the undertaking and documentary evidence under sub-clause (d), the Concessionaire shall be entitled to open such Project Facilities for public access and put the same to commercial use, subject to the provisions of this Agreement.

(f) All activities under this Clause 5.3 shall be carried out in accordance with Applicable Laws and Good Industry Practice.

5.4 Deleted

5.5 Penalty for Delay

(a) Event of Default

If the Concessionaire opens any Project Facility for public access or puts the same to commercial use without submission of the undertaking and documentary evidence of Applicable Permits in accordance with Clause 5.3(d), such failure shall constitute an Event of Default by the Concessionaire under this Agreement.

(b) Penalty

Without prejudice to the occurrence of an Event of Default under sub-clause (a), the Concessionaire shall be liable to pay a penalty at the rate of 0.05% of the value of such Project Asset for each Day of non-compliance, subject to an aggregate maximum of ten percent (10%) of the Performance Guarantee.

(c) Other Rights and Remedies

The levy of penalty under sub-clause (b) shall be without prejudice to the Concessioning Authority's right to:

(i) suspend operations or public access to such Project Facility;

(ii) require immediate rectification and compliance;

(iii) invoke the Performance Guarantee, in whole or in part; and

(iv) terminate this Agreement in accordance with Article 12, in addition to exercising any other rights and remedies available under this Agreement or Applicable Laws.

5.5 Interim Operation, Escrow and Revenue Collection

(a) **Interim Arrangement prior to Escrow**

Until such time as the Escrow Account is opened and the Escrow Agreement is executed in accordance with Clauses 3.1 and 8.7, all operation and maintenance obligations in respect of the Project Site and the Project Assets, as well as the right to levy, collect and retain User Charges and revenues from Users, shall vest with the Concessioning Authority.

(b) **Escrow as Conditions Precedent**

The opening of the Escrow Account and execution of the Escrow Agreement in accordance with Clauses 3.1 and 8.7 shall constitute a Condition Precedent to the Concessionaire's entitlement to enter upon, occupy, operate, maintain and use the Project Site and the Project Assets and to levy, charge and collect User Charges from Users.

(c) **Transition upon Escrow Compliance**

Upon compliance with sub-clause (b), the Concessionaire shall be entitled to enter upon, occupy, operate, maintain and use the Project Site and the Project Assets in accordance with this Agreement.

(d) **Collection of User Charges**

Subject to sub-clause (b), the Concessionaire may levy, charge and collect User Charges from Users in accordance with Article 7 and the Payment Clauses of this Agreement.

(e) **Revenue Share and Minimum Guaranteed Amount**

The Concessionaire shall pay the Revenue Share and/or Minimum Guaranteed Amount, as applicable, in respect of all Gross Revenues collected by the Concessionaire up to the end of the third (3rd) Quarter of the first Concession Year, strictly in accordance with Article 8 of this Agreement.

ARTICLE 6 OPERATIONS AND MAINTENANCE

6.1 Obligations of the Concessionaire

The Concessionaire shall, at its own cost, charges, expenses, and risk, operate, maintain, repair, and ensure the smooth functioning of the Project Site, Project Assets, and Project Facilities in accordance with this Agreement. The Concessionaire's obligations shall include:

(i) Operating and managing the Project in accordance with the approved Project Implementation Plan;

(ii) Maintaining the Project Assets, and Project Facilities in good condition, including routine preventive maintenance, repair of structures, equipment, and associated infrastructure, in accordance with Good Industry Practice;

(iii) Replacing equipment and facilities whose utility is reasonably expected to expire, in accordance with Good Industry Practice, to ensure that the Project Assets, and Project Facilities continue to meet the Applicable Permits and Applicable Laws;

(iv) Promptly repairing, replacing or restoring any Project Assets or Project Facilities damaged, lost or destroyed due to natural events, floods or any other cause, in accordance with Good Industry Practice; for the avoidance of doubt, this obligation shall not extend to the water body, its bed, banks or embankments, the repair and maintenance of which shall be the exclusive responsibility of the Authority;

(v) Maintaining proper and accurate records, accounts, and reports of all operations, maintenance, repairs, replacements, and revenue related to the Project;

(vi) Obtaining and maintaining all Applicable Permits and complying with all Applicable Laws, including environmental, safety, and labour laws;

(vii) Providing reasonable access to the Concessioning Authority or its authorized representatives to inspect Project Assets, and Project Facilities for verification of compliance with this Agreement, Applicable Laws, and Good Industry Practice, including ecological audits;

6.2 Obligations of the Authority

(a) The Concessioning Authority shall, at its own cost, be responsible solely for undertaking desilting of the Navalur Lake, as and when needed, and restoration of damage to the lake arising from Force Majeure Events.

(b) The Concessioning Authority shall, where such activities are undertaken, coordinate with the Concessionaire to minimise disruption to the operation and use of the Project Facilities and the Project Assets.

6.3 Utilities and Services

(a) The Concessioning Authority shall provide access to all necessary utilities and infrastructure, including water, electricity, and telecommunications, required for the operation and maintenance of the Project Assets, and Project Facilities, on terms no less favourable than those generally available to commercial users of substantially similar facilities.

(b) The Concessionaire may, at its own cost and upon obtaining all Applicable Permits, arrange for alternate sources of utilities, including generation of electricity, if necessary.

6.4 Operations and Maintenance Plan

6.4.1 **Submission of O&M Plan**

The Concessionaire shall, within 30 days from the Execution Date, prepare and submit to the Concessioning Authority an Operations and Maintenance Plan ("O&M Plan") for the Project Facilities, in accordance with the Operations and Maintenance Standards, Applicable Laws and Good Industry Practice.

6.4.2 **Scope of the O&M Plan**

The O&M Plan shall broadly describe the Concessionaire's arrangements for:

(a) routine operation and maintenance of the Project Site, Project Assets, and Project Facilities;

(b) public access, safety and crowd management within the Project Site;

(c) preventive maintenance and asset upkeep;

(d) coordination with the Concessioning Authority during ecological maintenance activities of the Navalur Lake; and

(e) grievance redressal and reporting mechanisms.

6.4.3 **Review and Compliance**

(a) The Concessioning Authority may review the O&M Plan and suggest reasonable modifications to ensure consistency with this Agreement, public interest and safety considerations.

(b) Upon such review, the Concessionaire shall operate and maintain the Project Facilities in accordance with the O&M Plan.

(c) Any material deviation from the O&M Plan shall require prior written approval of the Concessioning Authority, except in case of emergency.

6.4.4 **No Transfer of Ecological Outcome Risk**

The O&M Plan shall be limited to operational and maintenance activities within the reasonable control of the Concessionaire and shall not be construed as transferring responsibility for long-term ecological outcomes of the Navalur Lake to the Concessionaire.

6.5 Penalty for Shortfall in Performance

(a) In the event that the Concessionaire fails to operate, maintain, or ensure the proper functioning of any Project Asset or Project Facility in accordance with the approved O&M Plan and the standards set out in Schedule C, the Concessioning Authority may, at its discretion, levy penalties:

(i) Asset-specific Penalties: As prescribed in Schedule C for each individual asset or component; and/or

(ii) General O&M Penalty: For overall shortfalls not specifically covered under Schedule C, at the rate of 0.05% of the Performance Guarantee per Day of shortfall, subject to a maximum of 20% of the Performance Guarantee.

(b) The Concessioning Authority may, in its sole discretion, waive such penalties, in whole or in part, where the shortfall arises due to:

(i) causes beyond the reasonable control of the Concessionaire, including but not limited to natural events, floods, or other force majeure; or

(ii) compliance with written directions or instructions of the Concessioning Authority.

(c) Penalties under Schedule C shall be applied independently and shall not preclude the application of the general O&M penalty under this Article, except where expressly stated otherwise.

ARTICLE 7 USER CHARGES / TARIFF

7.1 Applicable Tariff

(a) The Concessionaire shall fix the Tariff for the use of the Project Assets and the Project Facilities based on prevailing market conditions.

7.2 Levy and Recovery of the Tariff

(a) The Concessionaire shall be entitled to levy and recover the Tariff from the users of the Project Assets and the Project Facilities in accordance with the Tariff determined under Clause 7.1.

(b) The Concessionaire shall deposit all Tariff receipts and other revenues in relation to the Project Assets and the Project Facilities into the Escrow Account and shall not deposit such funds into any other account of the Concessionaire or any other person.

7.3 Collection of Cesses and Charges

(a) The Concessionaire shall, on behalf of the Authority, collect all cesses and charges, if any, levied on the Users.

(b) The Concessionaire shall remit the collected cesses and charges to the Authority and shall undertake such collection only if duly authorized by the Authority.

ARTICLE 8 CONSIDERATION TO THE AUTHORITY

8.1 Definitions

(a) "**Concession Year**" means each period of twelve (12) consecutive months commencing from the date of the Agreement.

(b) "**Concession Quarter**" means each period of three (3) consecutive months within a Concession Year.

(c) "**Gross Revenue**" means all revenues, income, fees, charges, and other amounts collected or receivable by the Concessionaire from the operation of the Project, including from additional attractions, but excluding GST; provided that such revenues shall not be diverted, or otherwise applied to any purpose other than the Project operations.

(d) "**Concession Fee**" means the amount payable by the Concessionaire to the Authority under this Agreement, being the higher of the Minimum Guarantee Amount (MGA) or the Revenue Share.

8.2 Consideration

For each Concession Year during the Concession Period, the Concessionaire shall pay to the Authority an amount equal to the higher of:

(a) the Minimum Guarantee Amount (MGA); or

(b) ** % (___ percent)[1] of the Gross Revenue ("Revenue Share").

8.3 Revenue Share

(a) The Revenue Share shall be calculated on the Gross Revenue of each Concession Quarter and shall be paid not later than 10 days from the last day of the respective Concession Quarter.

(b) In the event of any delay in payment beyond the due date for a Concession Quarter but not exceeding one (1) week, the Concessionaire shall pay interest to the Authority at the rate of Bank Rate plus 5% per annum.

8.4 Minimum Guarantee Amount (MGA)

(a) The MGA for the Concession Period shall be as set out below:

(i) The MGA shall be subject to an escalation of 10% every three Concession Years, with the first escalation applicable from the fourth Concession Year, calculated on the MGA of the immediately preceding Concession Year.

(ii) Quarterly instalments of the MGA shall be due on the last day of each Concession Quarter as indicated below:

Concession Year	MGA (INR)	Quarterly Instalment (INR)	Number of Instalments
1	25,00,000	12,50,000	Two equal instalments payable for Concession Quarters 3 and 4 only
2	50,00,000	12,50,000	Four equal instalments payable all 4 Concession Quarters in Concession Year
3	50,00,000	12,50,000	

[1] Quoted and accepted Financial Bid of the Selected Bidder

4	55,00,000	13,75,000	
5	55,00,000	13,75,000	
6	55,00,000	13,75,000	
7	60,50,000	15,12,500	
8	60,50,000	15,12,500	
9	60,50,000	15,12,500	
10	66,55,000	16,63,750	
11	66,55,000	16,63,750	
12	66,55,000	16,63,750	
13	73,21,000	18,30,250	
14	73,21,000	18,30,250	
15	73,21,000	18,30,250	

8.5 Duty to Pay Taxes

The Concessionaire shall bear and pay all applicable GST and any other statutory duties, levies, cesses, or taxes arising out of or in connection with the Concessionaire's obligations under this Agreement. The Concession Fee shall not be reduced on account of such taxes or statutory charges.

8.6 Accounting and Audit

(a) The Concessionaire shall maintain proper accounts and records of all receipts, revenues, and payments relating to the Project, including separate accounts for each revenue stream, in accordance with Good Industry Practice and Applicable Law.

(b) The Concessionaire shall submit to the Authority, within 90 (ninety) days of the end of each Concession Year, a financial statement certified by its Statutory Auditors, showing the Gross Revenue, Revenue Share, and payments made to the Authority.

(c) The Authority may, at its cost, appoint a qualified chartered accounted as an additional auditor ("Additional Auditor") to conduct a special audit of the Concessionaire's accounts relating to Gross Revenue and Concession Fee for any period.

(d) If the Additional Auditor's report indicates higher Gross Revenue than reported by the Statutory Auditor, the Concessionaire shall pay the difference in Revenue Share along with interest at 5% above Bank Rate for the intervening period and reimburse all costs of the special audit.

8.7 Escrow Account

(a) As part of the Conditions Precedents obligations, the Concessionaire shall establish an escrow account ("Escrow Account") with a bank ("Escrow Bank") approved by the Authority.

(b) All receipts from Project operations, including Gross Revenue and payments from any other sources in connection with the Project, shall be deposited into the Escrow Account.

(c) Withdrawals from the Escrow Account during the Concession Period shall be made in the following order of priority:

(i) Taxes and statutory dues payable by the Concessionaire;

(ii) Payment of the Concession Fee to the Authority;

(iii) Payments to contractors, suppliers, and operational expenses related to the Project;

(iv) Any other payments required under this Agreement;

(v) Balance amounts may be used by the Concessionaire in accordance with instructions to the Escrow Bank.

(d) Upon termination of the Agreement, amounts in the Escrow Account shall be appropriated first towards outstanding taxes and statutory dues, then towards the Authority's dues, operational expenses, and finally any balance shall be released to the Concessionaire subject to a Vesting Certificate being issued by the Authority.

ARTICLE 9 GENERAL RIGHTS, DUTIES AND OBLIGATIONS

9.1 Obligations of the Concessionaire

9.1.1 Applicable Permits

The Concessionaire shall, at all times during the Concession Period, obtain, maintain, renew and comply with all Applicable Permits required under Applicable Law for the operation, maintenance and management of the Project Assets, the Project Facilities and the provision of services.

9.1.2 Compliance with Applicable Law and Good Industry Practice

The Concessionaire shall perform its obligations under this Agreement strictly in accordance with Applicable Law, Applicable Permits and Good Industry Practice.

9.1.3 Taxes and Statutory Dues

The Concessionaire shall, during the Concession Period, pay in a timely manner all applicable taxes, duties, levies, cesses and charges, including GST and any other statutory impositions, as may be levied or demanded by any Government Authority in relation to the Project.

9.1.4 Insurance

(a) The Concessionaire shall, at its own cost, procure and maintain throughout the Concession Period such insurance covers in respect of the Project Facilities created or installed by the Concessionaire as are prudent and customary in accordance with Good Industry Practice, having regard to the nature of the Project and the associated risks.

(b) Such insurance shall include coverage against:

(i) loss, damage or destruction of the Project Facilities;

(ii) comprehensive third-party liability including injury or death of any person entering the Project Site in connection with the Project Facilities;

(iii) workmen's compensation and employee-related insurance; and

(iv) any other insurable risks relevant to the Project Facilities.

(c) The Concessionaire shall provide copies of valid insurance policies or certificates for the Project Facilities to the Authority from time to time upon request.

(d) All insurance proceeds received in respect of the Project Facilities shall be promptly applied by the Concessionaire towards repair, restoration or replacement of the affected Project Facilities so as to restore them, as far as practicable, to the condition existing prior to the occurrence of the insured event, normal wear and tear excepted.

(e) The Concessionaire shall ensure that all insurance policies for the Project Facilities remain valid and in force throughout the Concession Period and shall not be cancelled without at least ten (10) days' prior written notice to the Authority.

(f) For the avoidance of doubt, the Concessionaire shall not be required to procure or maintain insurance in respect of the Project Site or the existing Project Assets.

9.1.5 Indemnification

(a) The Concessionaire shall indemnify, defend and hold harmless the Authority, its officers, employees and agents against any third-party claims, losses, damages, costs or expenses arising out of:

(i) breach of this Agreement by the Concessionaire;

(ii) negligence, wilful misconduct or omission of the Concessionaire; or

(iii) defective or deficient provision of Services, except to the extent caused by the Authority's own negligence or breach.

(b) The Authority shall indemnify the Concessionaire against third-party claims arising solely out of defects in title to the Project Site or breach of its obligations under this Agreement, except where such claims arise due to the acts or omissions of the Concessionaire.

9.1.6 Engagement of Contractors

(a) The Concessionaire may engage contractors or service providers possessing the requisite capability for operation and maintenance of the Project Assets and the Project Facilities, provided that such contractors or service providers shall comply with all Applicable Laws and procure all Applicable Permits in connection with their services.

(b) The Concessionaire shall remain solely responsible for the performance of its obligations under this Agreement, including any act or omission of such contractors or service providers.

9.1.7 Condition Survey

Notwithstanding anything contained in this Agreement, the condition survey, inventory, rectification of defects and determination of the condition of the Project Site, Project Assets, and the Project Facilities for the purposes of expiry of the Concession Period or termination of this Agreement shall be governed exclusively by the provisions of Article 12

9.1.8 Prohibited Activities

The Concessionaire shall not, and shall ensure that no person acting on its behalf shall:
(i) Discharging, dumping, or disposing of pollutants, hazardous substances, untreated sewage, or solid waste into the Navalur Lake;

(ii) Undertaking construction, installation, or activities not approved under this Agreement and in no case will the Authority permit any permanent structures within Navalur Lake;

(iii) Hosting political meetings, rallies, or gatherings that are not related to the Project;

(iv) Obstructing public access to the lakefront or its immediate surroundings;

(v) Any activity that may adversely impact the ecological balance, biodiversity, or water quality of the Navalur Lake;

(vi) Encroachment or unauthorized use of any part of the Project Site.

(vii) Religious activities or any activities that demean, ridicule, or show disrespect towards any religion, faith, or belief system;

(Viii) Any non-compliance with restrictions stipulated in Annexure 2 of Schedule C;

(ix) Any breach of the prohibited activities clause shall be treated as a material breach under this Agreement, and the Authority shall have the right to take corrective measures, levy penalties, or enforce remedies under this Agreement.

9.1.9 Assignment and Encumbrance

The Concessionaire shall not assign, transfer, novate, mortgage, charge, encumber or create any third-party rights or interests in respect of this Agreement, the Project or the Project Site, in whole or in part, in any manner whatsoever.

9.1.10 Branding and Identity

The Concessionaire shall, subject to the prior written approval of the Authority, be entitled to display its name, logo and brand identity in connection with the Project, strictly limited to such locations, size, form, content and manner as may be approved by the Authority from time to time.

(a) All branding and identity elements shall be compatible with the ecological, aesthetic and public character of the Navalur Lake and lakefront, and shall comply with Applicable Law, applicable environmental guidelines, and directions issued by the Authority.

(b) The Concessionaire shall not display any branding, signage or promotional material that is political, religious, obscene, offensive, misleading, or otherwise objectionable, or that adversely affects public access, safety, environmental sensitivity or the visual integrity of the lakefront.

(c) The Authority shall retain the right to require modification, relocation or removal of any branding or identity element that, in its reasonable opinion, is inconsistent with this Agreement or public interest, and the Concessionaire shall comply with such direction within the time specified, at its own cost and expense.

(d) The display of branding under this Clause shall not confer any ownership, proprietary or tenancy rights on the Concessionaire over the Project Site and shall automatically cease upon expiry or termination of this Agreement, whereupon all branding and identity elements shall be removed by the Concessionaire at its own cost.

(e) No compensation shall be payable by the Authority for any restriction, modification or removal of branding carried out in accordance with this Clause.

9.2 Obligations of the Authority

9. Assistance in Permits

The Authority may, upon written request, issue letters of recommendations to the Concessionaire in obtaining Applicable Permits, without assuming any responsibility or liability in this regard.

9.2.2 Right of Inspection

The Authority shall have the right to inspect and verify compliance by the Concessionaire with its obligations under this Agreement upon reasonable notice.

9.3 Mutual Obligations

9.3.1 Monitoring and Reporting

The Parties shall furnish to each other such information and reports as may be reasonably required to monitor compliance with this Agreement.

9.3.2 Confidentiality

Confidential information exchanged between the Parties shall not be disclosed to any third party except as required by Applicable Law, and this obligation shall survive termination or expiry of this Agreement.

9.3.3 Cooperation

The Parties shall cooperate in good faith to achieve the objectives of this Agreement.

9.4 Change in Law

(a) Subject to the provisions of this Clause 9.4, the Concessionaire shall be entitled to claim relief and/or compensation in respect of a Change in Law.

(b) Where, as a result of a Change in Law, the Concessionaire suffers an increase in costs, a reduction in Average Daily Gross Revenues, or any other financial burden, the aggregate financial effect of which exceeds INR 5,00,000/- in any Concession Year, the Concessionaire may notify the Authority and propose such amendments to this Agreement or such other measures as may be necessary to place the Concessionaire in the same financial position as it would have been in, had such Change in Law not occurred.

(c) Upon receipt of a notice under sub-clause (b), the Parties shall, as soon as practicable and in any event within thirty (30) days, consult in good faith and endeavour to agree on appropriate amendments to this Agreement or on any other mutually agreed arrangement by which the Authority shall compensate the Concessionaire for the financial impact of such Change in Law.

(d) Where the Parties fail to reach an agreement within ninety (90) days from the receipt of the notice under sub-clause (b), the Concessionaire may, by written notice, require the Authority to pay an amount which would place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law, and the Authority shall, within fifteen (15) days of receipt of such notice together with reasonable particulars thereof, pay the amount specified therein; provided that where the Authority disputes such claim, the same shall be resolved in accordance with the dispute resolution procedure set out in Article 15 of this Agreement.

(e) Where, as a result of a Change in Law, the Concessionaire derives a reduction in costs, an increase in Average Daily Gross Revenues, or any other financial gain, the aggregate financial effect of which exceeds INR 5,00,000/- in any Concession Year, the Authority may notify the Concessionaire and propose such amendments to this Agreement or such other measures as may be necessary to place the Concessionaire in the same financial position as it would have been in had there been no such Change in Law not occurred.

(f) Upon receipt of a notice under sub-clause (e), the Parties shall, as soon as practicable and in any event within thirty (30) days, consult in good faith and endeavour to agree on appropriate amendments to this Agreement or on any other mutually agreed arrangement.

(g) Where the Parties fail to reach an agreement within ninety (90) days from the receipt of the notice under sub-clause (e), the Authority may, by written notice, require the Concessionaire to pay an amount which would place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law, and the Concessionaire shall, within fifteen (15) days of receipt of such notice together with reasonable particulars thereof, pay the amount specified therein; provided that where the Concessionaire disputes such claim, the same shall be resolved in accordance with the dispute resolution procedure set out in Article 15 of this Agreement.

(h) For the avoidance of doubt, this Clause 9.4 shall apply only to a Change in Law that directly affects the costs incurred by the Concessionaire or the Average Daily Gross Revenues generated by the Project in the performance of its obligations under this Agreement.

(i) Any claim for cash compensation under this Clause 9.4 shall be limited to the financial impact of the relevant Change in Law during the applicable Concession Year and shall be made after commencement of such Concession Year but not later than one (1) year from the close thereof, and any claim in respect of a subsequent Concession Year shall be made after commencement of the Concession Year to which such claim pertains but not later than one (1) year from the close of such Concession Year.

9.5 Insurance Obligations of the Authority

(a) The Authority shall, at its own cost, procure and maintain throughout the Concession Period adequate insurance in respect of all Project Assets, in accordance with Good Industry Practice and Applicable Laws.

(b) Such insurance shall include coverage against loss of, damage to or destruction of the Project Assets, including damage arising from Force Majeure Events and such other insurable risks as are customary for assets of a similar nature.

(c) In the event of any loss of or damage to the Project Assets arising from a Force Majeure Event, the Concessionaire may, for and on behalf of the Authority, make claims under the insurance policies maintained by the Authority and shall apply the insurance proceeds towards restoration or reinstatement of the affected Project Assets, so as to restore them, as far as practicable, to the condition existing prior to the occurrence of such Force Majeure Event, normal wear and tear excepted.

(d) The Concessionaire shall keep the Authority informed of any insurance claim made under this Clause 9.5 and shall provide reasonable documentation in support of such claim and the utilisation of the insurance proceeds.

ARTICLE 10 FORCE MAJEURE

10.1 Force Majeure Event

For the purposes of this Agreement, a Force Majeure Event means any event or circumstance which:

(a) is beyond the reasonable control of the Party claiming relief (the "Affected Party");

(b) could not have been prevented or overcome by the exercise of due diligence and following Good Industry Practice; and

(c) materially prevents or delays the performance of the Affected Party's obligations under this Agreement (Material Adverse Effect).

Force Majeure Events include Non-Political Events, Political Events, and Other Events, as defined below.

10.2 Non-Political Events

The following events constitute Non-Political Events, provided they prevent performance for a continuous period of not less than seven (7) days:

(a) Acts of God, including earthquake, flood, cyclone, lightning, fire, explosion, volcanic eruption, epidemic, pandemic, or other natural disasters;

(b) Strikes, boycotts, or labour disruptions not caused by the Concessionaire or its contractors;

(c) Discovery of unforeseen geological conditions or archaeological remains on the Project Site; and

(d) Change in Law that causes an adverse impact on the Concessionaire for which no relief is provided under this Agreement in accordance with Clause 9.4.

(e) Any other event analogous to the foregoing.

10.3 Political Events

The following constitute Political Events:

(a) Acts of a Government Authority materially affecting the Project, including expropriation, compulsory acquisition, or unlawful refusal to issue, renew, or maintain permits;

(b) Early termination of this Agreement by the Authority due to national emergency, national security, or public interest; and

(c) Any event analogous to the foregoing.

10.4 Other Events

Other Events include:

(a) War, invasion, armed conflict, terrorism, blockade, riot, or civil commotion;

(b) Industry-wide or State-wide strikes;

(c) Civil commotion or political agitation preventing fee collection;

(d) Any judgment or order from a court or statutory authority unrelated to breach of law or Agreement obligations; and

(e) Events analogous to the foregoing.

10.5 Notice of Force Majeure

(a) The Affected Party shall notify the other Party in writing ("Notice") within seven (7) days of becoming aware of the Force Majeure Event.

(b) The Notice shall include:

(i) Nature, time of occurrence, and extent of the Force Majeure Event;

(ii) Estimated duration and effect on performance;

(iii) Measures taken or proposed to mitigate the impact;

(iv) Any other relevant information.

(c) The Affected Party shall provide periodic reports as reasonably requested.

10.6 Period of Force Majeure

The Period of Force Majeure shall be from the occurrence of the event until the earlier of:

(a) The expiry of the period during which performance is excused under this Agreement;

Or

(b) Termination of the Agreement in accordance with Article 12.

10.7 Resumption of Performance

The Affected Party shall use all reasonable efforts to resume performance as soon as possible and notify the other Party in writing. The other Party shall provide reasonable assistance to facilitate resumption.

10.8 Excuse from Performance

Performance by the Affected Party is excused only to the extent and for the duration reasonably warranted by the Force Majeure Event. This does not excuse any payment obligations accrued prior to the event.

10.9 Costs and Extension of Time

(a) If the Force Majeure Event occurs during the period from the date of execution of this Agreement until the Appointed Date, the Parties shall bear their respective costs and expenses and neither Party shall be required to pay to the other Party any compensation or damages on account of such Force Majeure Event; provided that the time period for satisfaction of the Conditions Precedent shall be extended by a period equal to the duration of such Force Majeure Event.

(b) Deleted

(c) If the Force Majeure Event occurs after Appointed Date and results in a reduction in the Concessionaire's ability to collect User Charges such that the daily Gross Revenues fall below ninety percent (90%) of the Average Daily Gross Revenues for the corresponding period of the immediately preceding Concession Year, for a continuous period attributable to such Force Majeure Event, the Concession Period shall be extended on a pro rata basis, calculated in proportion to the revenue loss suffered during such period relative to such Average Daily Gross Revenues.

10.10 Termination Due to Force Majeure

If the Force Majeure Event continues beyond 120 days, the Parties may mutually terminate the Agreement or agree on revised terms. Failing agreement, the Affected Party may terminate and the Compensation shall be as provided in Article 13.

ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

11.1 Events of Default

An Event of Default means the occurrence of a Concessionaire Event of Default or an Authority Event of Default, as the context may require.

11.2 Concessionaire Event of Default

The occurrence of any of the following events shall constitute a Concessionaire Event of Default, unless such event occurs due to an Authority Event of Default or Force Majeure:

(a) failure to perform or comply with any material obligation under this Agreement;

(b) abandonment or prolonged suspension of operations or maintenance of the Project Assets or the Project Facilities for a continuous period exceeding ninety (90) days, without approval of the Authority;

(c) failure to operationalize, operate or maintain the Project Assets or the Project Facilities in accordance with Applicable Law, Applicable Permits or Good Industry Practice, resulting in material degradation of the Navalur Lake or associated facilities;

(d) failure of the Concessionaire to pay any amount, including the Concession Fee and any penalties, due and payable to the Authority under this Agreement for two (2) consecutive Concession Quarters in any Concession Year, or for an aggregate of five (5) Concession Quarters within any continuous three (3) year period.

(e) failure to maintain or renew the Performance Guarantee in accordance with this Agreement;

(f) breach of environmental obligations, including pollution of the Navalur Lake, discharge of untreated waste, or ecological damage;

(g) any representation or warranty made by the Concessionaire being found to be materially false or misleading;

(h) voluntary winding up, insolvency, or appointment of a receiver or similar officer over the Concessionaire's assets;

(i) assignment, transfer, encumbrance or creation of third-party rights in violation of this Agreement;

(j) express repudiation or wrongful termination of this Agreement by the Concessionaire;

(k) Escrow Default under the Escrow Agreement;

(l) the aggregate penalties levied under any applicable clause exceed the upper limit expressly stipulated therein, including limits linked to the Performance Guarantee.

11.3 Authority Event of Default

The occurrence of any of the following events shall constitute an Authority Event of Default:

(a) failure to perform or comply with any material obligation under this Agreement, which materially and adversely affects the Concessionaire's ability to operate the Project;

(b) failure to provide access to or peaceful enjoyment of the Project Site in accordance with this Agreement; or

(c) any representation or warranty made by the Authority being found to be materially false or misleading.

11.4 Notice and Cure Period

(a) Upon occurrence of an Event of Default, the non-defaulting Party shall issue a written notice specifying the nature of the default.

(b) The defaulting Party shall have a cure period of thirty (30) days from receipt of such notice, or such longer period as may be reasonably required if the default is capable of cure and corrective steps have commenced.

(c) For the avoidance of doubt, no Termination Notice under Article 12 shall be issued unless and until the Cure Period specified under this Clause 11.4 has expired without the relevant Event of Default having been cured, except in the case of an Event of Default which is expressly stated to be incurable under this Agreement.

11.5 Consequences of Authority Event of Default

(a) Where an Authority Event of Default results in delay, interruption, loss of revenue or increased costs to the Concessionaire, the primary relief shall be extension of the Concession Period, sufficient to enable the Concessionaire to recover the demonstrated losses.

(b) Such extension shall be calculated based on actual impact and granted by written amendment to this Agreement.

(c) Monetary compensation shall not be automatic and shall be considered only where extension is demonstrably insufficient.

(d) For the avoidance of doubt, the remedies specified under this Clause 11.5 shall apply only so long as this Agreement continues in force and prior to any termination thereof, and shall not affect or limit the rights of the Concessionaire to receive Termination Payment or compensation in accordance with Article 13 upon termination of this Agreement.

11.6 Authority's Step-in Rights

(a) Upon occurrence of a Concessionaire Event of Default which poses a risk to public safety, the lake environment, or continued operation of the Project Assets or the Project Facilities, the Authority shall have the right to temporarily step in and take over operations of the Project.

(b) The Authority's step-in shall be limited to the minimum extent and duration necessary to remedy the default or safeguard the Project.

(c) During such step-in period, the Concessionaire shall provide full cooperation, access to records, personnel and facilities.

(d) Step-in by the Authority shall not constitute termination of this Agreement and shall not relieve the Concessionaire of its obligations.

(e) Costs reasonably incurred by the Authority during step-in due to Concessionaire default shall be recoverable from the Concessionaire.

(f) The exercise of Step-in Rights by the Authority under this Clause 11.6 shall be without prejudice to the rights of the Authority to terminate this Agreement under Article 12; provided however that during the subsistence of such Step-in Rights, the Authority shall not issue a Termination Notice under Clause 12.1, unless the Concessionaire has failed to remedy the relevant Event of Default after the expiry of the Step-in Period, or unless such Event of Default is incapable of cure.

11.7 Termination for Event of Default

(a) If the Event of Default is not cured within the applicable cure period, the non-defaulting Party may terminate this Agreement by issuing a written Termination Notice.

(b) Termination shall be a measure of last resort and shall be exercised only after considering the nature and impact of the default.

11.8 Obligations Pending Resolution

During the notice and cure period, and during any step-in period, the Parties shall continue to perform all obligations capable of performance under this Agreement.

ARTICLE 12 TERMINATION OF THE CONCESSION / AGREEMENT

12.1 Termination Procedure

The Party entitled to terminate this Agreement, either on account of a Force Majeure Event or on account of an Event of Default, shall do so by issuing a notice in writing ("Termination Notice") to the other Party. The Termination Period stipulated under this Clause 12.1 shall commence only upon the issuance of a Termination Notice following the expiry of the Cure Period under Clause 11.4, or, where applicable, upon the occurrence of an Event of Default that is expressly stated to be incurable.

The Termination Notice shall be for a period of not less than thirty (30) days and not ordinarily more than ninety (90) days ("Termination Period"), and upon expiry of the Termination Period, this Agreement shall stand terminated without any further notice.

12.2 Obligations during Termination Period

During the Termination Period, the Parties shall, subject to the provisions of this Article 12, continue to perform such of their respective obligations under this Agreement as are capable of being performed, with the objective, as far as reasonably practicable, of ensuring continued availability of the Project Assets and the Project Facilities to users.

Failure by either Party to perform such obligations shall entitle the other Party to be compensated for any loss or damage occasioned or suffered on account of such failure or breach.

12.3 Requisition

Except where the Termination Notice is issued prior to the Agreement coming into effect, upon issuance or receipt of a Termination Notice, whether as a consequence of a Force Majeure Event, an Event of Default, or otherwise, or at least six (6) months prior to the expiry of the Concession Period by efflux of time, the Authority shall, by notice in writing ("Requisition"), call upon the Concessionaire to furnish the following information to enable the Authority to assess the consequences of termination and to identify the assets to be handed over:

(a) data and records relating to the operation and maintenance of the Project;

(b) specifications and details of the Concessionaire's assets comprised in the Project Site; and

(c) such other information or records relating to the Project, Project Site, Project Facilities, assets and liabilities as may be reasonably required by the Authority.

The Concessionaire shall furnish the information sought under this Clause within thirty (30) days of receipt of the Requisition.

12.4 Condition Survey

(a) The Concessionaire agrees that upon service of a Termination Notice or at least six (6) months prior to the expiry of the Concession Period, as the case may be, it shall conduct or cause to be conducted, under the supervision of the Authority, a condition survey of the Project Site (including the Project Assets and the Project Facilities), and prepare an inventory thereof, to ascertain compliance with its obligations under this Agreement.

(b) If, as a result of such condition survey, the Authority observes that the Project Site (including the Project Assets and the Project Facilities), or any part thereof, have not been operated and maintained in accordance with the requirements of this Agreement (normal wear and tear excepted), the Concessionaire shall, at its own cost and expense, take all necessary steps to put the same in good working condition prior to the Transfer Date.

(c) In the event of failure by the Concessionaire to comply with this Clause, the Authority may itself conduct the condition survey and undertake the necessary rectification works, and the Concessionaire shall reimburse the Authority for all costs incurred in this regard forthwith upon demand.

12.5 Consequences of Termination

Without prejudice to any other consequences or requirements under this Agreement or Applicable Law:

(a) upon expiry of the Concession Period by efflux of time or upon termination of this Agreement for any reason whatsoever, the Concessionaire shall transfer and hand over the Project Site, the Project Assets, the Project Facilities, and all assets required to be transferred in accordance with this Agreement, to the Authority in the manner provided herein;

(b) the Authority shall be entitled to encash any subsisting bank guarantee(s) furnished by the Concessionaire against any amounts due and payable by the Concessionaire under this Agreement.

Notwithstanding anything contained herein, the Authority shall not, as a consequence of termination or otherwise, have any obligation whatsoever to any third party, including in relation to compensation for loss of employment, absorption, regularisation or re-employment of any personnel engaged by the Concessionaire in connection with the Project, and the handback of the Project Site and Project Assets shall be free from any such obligation.

ARTICLE 13 TERMINATION PAYMENT

13.1 Definitions

For the purposes of this Article 13, the following terms shall have the meanings set forth below:

"Fair Value" means the market value of a Project Facility or asset, as assessed and certified by a Registered Valuer, depreciated in accordance with the Companies Act, 2013, reflecting the condition, useful life, and remaining service potential of the asset.

"Registered Valuer" means a person or firm registered as a valuer under the Companies (Registered Valuers and Valuation) Rules, 2017, or any successor law, and authorized to value assets of the relevant class, including Project Facilities and related infrastructure.

13.2 Termination due to Force Majeure Event

(a) Non-Political Event or Other Event

(i) In the event of termination of this Agreement due to a Non-Political Event or an Other Event, the Authority shall not be liable to make any payment to the Concessionaire, except that:

(1) the Authority shall take over all Fixed Assets constructed or installed by the Concessionaire and shall pay to the Concessionaire the Fair Value of such Fixed Assets;

(2) the Authority may, at its discretion, elect to take over any Moveable Assets, and where the Authority so elects, shall pay to the Concessionaire the Fair Value of such Moveable Assets;

provided that any amounts due and payable by the Concessionaire to the Authority under this Agreement shall be adjusted against the amounts payable under this sub-clause (i).

ii) Any insurance proceeds relating to such assets shall first be applied to reduce the amount payable.

(b) Direct Political Event

i) Termination due to a Direct Political Event shall be treated as a Concessioning Authority Event of Default, and the provisions of Clause 13.4 shall apply.

13.3 Termination due to Concessionaire Event of Default

(a) In the event of termination due to a Concessionaire Event of Default:

(i) The Authority shall not be liable to make any payment to the Concessionaire, except that the Concessionaire shall be entitled to seventy percent (70%) of the Fair Value of the assets as follows:

(1) all Fixed Assets constructed or installed by the Concessionaire;

(2) only such Moveable Assets as the Authority, at its sole discretion, agrees in writing to take over;

provided that any amounts due and payable by the Concessionaire to the Authority under this Agreement shall be adjusted against the amounts payable under this sub-clause (i).

ii) Fair Value shall be determined in accordance with Clause 13.1(a).

13.4 Termination due to Authority Event of Default

(a) In the event of termination due to a Concessioning Authority Event of Default:

(i) The Authority shall also pay the Concessionaire one hundred twenty percent (120%) of the Fair Value of the assets as follows:

(1) all Fixed Assets constructed or installed by the Concessionaire;

(2) only such Moveable Assets as the Authority, at its sole discretion, agrees in writing to take over;

provided that any amounts due and payable by the Concessionaire to the Authority under this Agreement shall be adjusted against the amounts payable under this sub-clause (ii).

ii) Fair Value shall be determined in accordance with Clause 13.1(a).

Upon termination of this Agreement on account of an Authority Event of Default in accordance with Article 12, the Concessionaire shall be entitled, as a consequence of such termination, to receive the compensation specified under this Clause 13.4, and such entitlement shall not be subject to the discretion of the Authority or to the availability of alternative remedies under Article 11. Provided that any extension of the Concession Period or other relief granted under Clause 11.5 prior to termination shall be taken into account solely for the purpose of determining the effective date of termination, and shall not give rise to any additional or separate monetary compensation, except as expressly provided under this Agreement.

13.5 Payment Timeline

(a) Any amounts payable under this Article 13 shall become due and payable within thirty (30) days of the Transfer Date , provided that the Concessionaire has furnished all relevant particulars and documentation to the Authority.

(b) In the event of any delay in payment for reasons not attributable to the Concessionaire, the Authority shall pay interest at a rate of three percent (3%) per annum above the prevailing Bank Rate on the outstanding amount, until payment is made in full.

13.6 Transfer of Assets

(a) The Concessionaire shall transfer all assets agreed to be taken over by the Authority in good working condition and free of any encumbrances on the Transfer Date.

(b) Any moveable assets not taken over by the Authority may be removed by the Concessionaire at its cost.

(c) Until transfer is complete, the Concessionaire shall continue to operate and maintain the Project Assets and Project Facilities, as directed by the Authority, and account for any revenues derived therefrom, net of operating costs and statutory dues.

ARTICLE 14 TRANSFER ON EXPIRY OF THE CONCESSION PERIOD

14.1 General Scope of Transfer

The Parties shall perform and discharge their respective obligations in full on the Transfer Date. Without prejudice to the generality of this provision and the provisions of Article 10, the transactions to be concluded and the formalities to be completed by the Parties on the Transfer Date shall be as set out in Clauses 14.2 and 14.3.

14.2 Concessionaire's Obligations

The Concessionaire shall:

(a) Hand over peaceful possession of the Project Site, the Project Assets, the Project Facilities, and all assets created by the Concessionaire under this Agreement free of any Encumbrances;

(b) Transfer all rights, title, and interest in assets comprised in the Project Facilities which are required to be transferred to the Concessioning Authority under this Agreement, and execute all deeds, documents, or instruments necessary for such transfer;

(c) Deliver to the Concessioning Authority all records, manuals, as-built drawings, and documents relating to the operation, maintenance, and management of the Project;

(d) Transfer all technology, know-how, and operational practices related to the Project Facilities created by the Concessionaire;

(e) Assign or transfer, to the extent legally permissible and required by the Concessioning Authority, any contracts or agreements entered into by the Concessionaire for operation or maintenance of the Project. The Concessionaire shall terminate or cancel, at its own cost, any contracts not required to be transferred or assigned;

(f) At its cost, transfer to the Concessioning Authority all Applicable Permits and approvals which the Concessioning Authority may require and which can be legally transferred. In the event of termination due to a Concessioning Authority Event of Default, the cost of such transfer shall be borne by the Concessioning Authority;

(g) Remove, at its own cost, within ninety (90) days from the expiry of the Concession Period, any movable assets not transferred or assigned to the Concessioning Authority under this Agreement.

14.3 Deleted

14.4 Risk

Until completion of transfer in accordance with Clause 14.2, all Project Facilities and assets created by the Concessionaire shall remain at the sole risk of the Concessionaire, except for any loss or damage caused by the Concessioning Authority's acts or omissions in breach of this Agreement.

14.5 Vesting Certificate

(a) The divestment of all rights, title, and interest in the Project shall be deemed complete on the date all obligations under Clauses 14.2 and 14.3 have been fulfilled.

(b) Upon such completion, the Concessioning Authority shall issue a certificate (the "Vesting Certificate"), which shall constitute evidence of divestment of all rights, title, and interest in the Project by the Concessionaire and their vesting in the Concessioning Authority.

(c) Any defect or deficiency in the obligations under Clauses 14.2 and 14.3 shall not limit or restrict the Concessioning Authority's rights over the Project or its assets.

ARTICLE 15 DISPUTE RESOLUTION

15.1 Amicable Resolution

15.1.1 The Parties shall use all reasonable efforts to resolve any dispute, disagreement, or claim arising out of or in connection with this Agreement, including its interpretation, performance, breach, termination, or validity (a "Dispute"), through mutual discussion and consultation.

15.1.2 If either Party believes that a Dispute has arisen, it shall issue a written notice to the other Party specifying the nature and details of the Dispute (the "Dispute Notice"). The Parties shall meet within fifteen (15) days of receipt of the Dispute Notice to attempt resolution in good faith.

15.1.3 If the Dispute is not resolved within thirty (30) days from the date of the Dispute Notice, or such extended period as the Parties may mutually agree, either Party may refer the Dispute to arbitration in accordance with Clause 15.2.

15.2 Arbitration

15.2.1 Any Dispute not resolved amicably as provided in Clause 15.1 shall be finally decided by arbitration by an arbitral tribunal constituted under Clause 15.2.2. Such arbitration shall be conducted in accordance with the Rules of Arbitration of the Nani Palkhivala Arbitration Centre, Chennai (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Chennai, and the language of arbitration proceedings shall be English.

15.2.2 The arbitral tribunal shall comprise three arbitrators: each Party shall appoint one arbitrator, and the two arbitrators so appointed shall jointly appoint the third arbitrator. In the event of disagreement between the two arbitrators, the third arbitrator shall be appointed in accordance with the Rules.

15.2.3 The arbitral tribunal shall issue a reasoned award (the "Award"). Any Award rendered pursuant to this Article shall be final and binding on the Parties, and the Parties undertake to comply with such Award without delay.

15.2.4 The Parties agree that an Award may be enforced against either Party and their respective assets wherever situated.

15.2.5 Pending the issuance of an Award in any arbitration proceedings hereunder, this Agreement and the rights and obligations of the Parties shall remain in full force and effect.

15.3 Continuation of Performance

15.3.1 Notwithstanding the existence of a Dispute or the commencement of arbitration proceedings, each Party shall continue to perform its obligations under this Agreement, except where such performance is rendered impossible due to the nature of the Dispute.

15.4 Costs

15.4.1 The costs of arbitration, including arbitrators' fees, administrative expenses, and legal fees, shall be borne equally by the Parties, unless otherwise determined by the arbitral tribunal in its final Award.

15.5 Jurisdiction and Governing Law

15.5.1 This Agreement shall be governed by and construed in accordance with the laws of India.

15.5.2 Subject to Clause 15.2, the courts at Chennai, Tamil Nadu shall have exclusive jurisdiction in respect of all matters arising under or in connection with this Agreement.

ARTICLE 16 REPRESENTATIONS AND WARRANTIES

16.1 Representations and Warranties of the Concessionaire

The Concessionaire represents and warrants to the Authority that:

16.1.1 It is validly incorporated or established under the laws of India and is in good standing under all Applicable Laws.

16.1.2 It has full power, capacity, and authority to execute, deliver, and perform its obligations under this Agreement and to carry out the transactions contemplated herein.

16.1.3 All information provided in the Bid and other submissions made in response to the RFP, including clarifications and updates provided up to the date of execution of this Agreement, are true, complete, and accurate in all material respects.

16.1.4 It has the financial standing, technical capacity, and operational experience necessary to implement and operate the Concession in accordance with this Agreement.

16.1.5 This Agreement constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms.

16.1.6 It is subject to civil and commercial laws of India and expressly and irrevocably waives any sovereign or other immunity with respect to its obligations under this Agreement.

16.1.7 The execution, delivery, and performance of this Agreement does not and shall not violate or conflict with:

(a) its constitutional documents;

(b) any Applicable Law; or

(c) any judgment, decree, order, contract, or agreement by which it or its property is bound.

16.1.8 There are no legal proceedings, actions, suits, or investigations pending or, to its knowledge, threatened against it before any court, tribunal, or government authority that could reasonably be expected to result in a Material Adverse Effect or a Concessionaire Event of Default.

16.1.9 It is not in default or violation of any judgment, writ, injunction, decree, or legally binding order of any government authority that could reasonably result in a Material Adverse Effect or a Concessionaire Event of Default.

16.1.10 It has complied with all Applicable Laws and has not been subject to material fines, penalties, sanctions, or criminal liabilities that could adversely impact its performance under this Agreement.

16.1.11 Upon termination or expiry of this Agreement in accordance with its terms, and subject to receiving any amounts due under this Agreement, all rights and interests of the Concessionaire in the Project and Project Site shall revert to the Authority, free and clear of all Encumbrances, without any further act or deed.

16.1.12 No representation or warranty made by it in this Agreement or in any document furnished to the Authority contains any untrue statement of a material fact or omits any material fact necessary to make such representation not misleading.

16.1.13 No bribe, gift, consideration, reward, commission, or illegal gratification has been or will be paid, given, or promised by it or on its behalf in relation to the award or execution of this Agreement.

16.1.14 Without prejudice to any specific provision in this Agreement, the Concessionaire confirms that prior to execution hereof it has:

(a) conducted a full and independent evaluation of the Project Site;

(b) satisfied itself as to the risks, costs, and challenges of implementing the Concession;

(c) reviewed and understood all documents, drawings, and information provided by or on behalf of the Authority; and

(d) determined the feasibility and commercial viability of undertaking the Concession.

16.1.15 All representations, undertakings, and submissions made by the Concessionaire in or in connection with the Bid shall form part of this Agreement and shall be binding on the Concessionaire.

16.1.16 The Concessionaire accepts the risk of any inadequacy, mistake, or error in any of the foregoing matters and confirms that the Authority shall not be liable for the same in any manner whatsoever.

16.2 Representations and Warranties of the Authority

The Authority represents and warrants to the Concessionaire that:

16.2.1 It has full power and authority to execute, deliver, and perform this Agreement and to grant the Concession contemplated herein.

16.2.2 It has taken all necessary actions to authorize the execution, delivery, and performance of this Agreement.

16.2.3 This Agreement constitutes its legal, valid, and binding obligation, enforceable against it in accordance with its terms.

16.2.4 To the Authority's knowledge, there is no violation of any court order, injunction, decree, or applicable law that would reasonably be expected to have a Material Adverse Effect on its ability to perform obligations under this Agreement.

16.2.5 It has complied with all applicable laws in India.

16.2.6 It has valid and subsisting rights to the Project Site and has the legal power and authority to grant the Concession to the Concessionaire.

16.2.7 Upon the Concessionaire paying the applicable fees and performing its obligations under this Agreement, the Authority shall not interfere with the peaceful use and enjoyment of the Project Site by the Concessionaire during the Concession Period, except as otherwise provided under this Agreement.

16.3 Obligation to Notify Changes

Each Party shall promptly notify the other Party in writing if, at any time during the Concession Period, any of its representations or warranties becomes untrue, incorrect, or misleading in any material respect. Such notification shall not relieve the notifying Party from liability for breach of such representation or warranty or affect any rights or remedies of the other Party under this Agreement.

16.4 Disclosure

In the event that any occurrence or circumstance comes to the attention of either Party that renders any of its representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has

been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under this Agreement.

ARTICLE 17 LIABILITY AND INDEMNITY

17.1 General Indemnity

17.1.1 The Concessionaire shall indemnify, defend, save, and hold harmless the Authority, its officers, employees, agents, and representatives (collectively, the "Authority Indemnified Persons") from and against any and all suits, proceedings, actions, demands, and third-party claims for any loss, damage, cost, liability, or expense of any kind whatsoever, arising out of:

(a) any breach by the Concessionaire of any of its obligations under this Agreement; or

(b) any negligence, recklessness, willful misconduct, or failure of the Concessionaire in performing the Services contemplated under this Agreement;

except to the extent such loss, damage, cost, or expense is directly attributable to any negligent act or omission of the Authority Indemnified Persons or breach by the Authority of its obligations under this Agreement.

17.1.2 The Authority shall indemnify, defend, save, and hold harmless the Concessionaire against any and all suits, proceedings, actions, demands, and third-party claims for any loss, damage, cost, liability, or expense of any kind whatsoever, arising out of any material breach by the Authority of its obligations under this Agreement which adversely affects the Concessionaire's ability to perform its obligations hereunder, except where such loss or damage is attributable to the Concessionaire, its subcontractors, agents, or employees.

17.2 Indemnity by the Concessionaire

17.2.1 Without limiting the generality of Clause 17.1, the Concessionaire shall fully indemnify, hold harmless, and defend the Authority Indemnified Persons from and against any and all loss, damages, liabilities, claims, actions, or costs arising out of or in connection with:

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

(b) any illegal, offensive, or prohibited activity conducted by the Concessionaire on or around the Navalur Lake;

(c) injury, illness, or death of any person or damage to property resulting from the acts or omissions of the Concessionaire or any of its employees, subcontractors, agents, or representatives;

(d) failure to make payments due in respect of any taxes, levies, or charges owed by the Concessionaire or its subcontractors; and

(e) failure to pay suppliers, vendors, or contractors for materials or services provided in connection with the Services.

17.2.2 The Concessionaire shall further indemnify the Authority Indemnified Persons against any claims, liabilities, costs, or losses arising from infringement of any intellectual property rights, including patents, trademarks, copyrights, or proprietary or confidential information, caused or contributed to by the use of any materials, designs, information, or technology used by the Concessionaire or its contractors in the execution of this Agreement.

17.3 Notice and Contest of Claims

17.3.1 If either Party (the "Indemnified Party") receives any notice, claim, or demand from a third party which it believes is indemnifiable under this Article, it shall promptly, and in any event within fifteen (15) days, notify the other Party (the "Indemnifying Party") in writing. The Indemnified Party shall not settle, pay, or compromise such claim without the prior written consent of the Indemnifying Party, such consent not to be unreasonably withheld or delayed.

17.3.2 The Indemnifying Party shall be entitled to assume and control the defense of such claim, action, or proceeding, subject to providing the Indemnified Party with an indemnity for the reasonable cost and expenses incurred, to the Indemnified Party's reasonable satisfaction.

17.4 Defence of Claims

17.4.1 The Indemnified Party may participate in the defense of such claims using its own legal counsel, at its own cost, unless:

(a) there exists a conflict of interest between the Parties;

(b) the Indemnifying Party has not appointed legal counsel within a reasonable time; or

(c) the Indemnified Party has reasonable grounds to believe that the claim involves issues beyond the scope of the indemnity or this Agreement.

17.4.2 If any of the conditions under Clause 17.4.1 are satisfied, the Indemnified Party shall have the right to conduct its own defense, and the reasonable costs thereof shall be reimbursed by the Indemnifying Party.

17.4.3 Neither Party shall settle or compromise any claim subject to indemnification under this Article without the written consent of the other Party, unless the settlement:

(a) includes an unconditional release of the Indemnified Party; and

(b) imposes no material obligation or liability on the Indemnified Party.

17.5 No Consequential Claims

Notwithstanding anything to the contrary contained in this Article, neither Party shall be liable to the other for any consequential, indirect, special, punitive, or exemplary damages, including lost profits, lost business opportunities, or loss of goodwill, except where expressly provided in this Agreement or arising out of fraud, willful misconduct, or infringement of intellectual property.

17.6 Survival on Termination

The provisions of this Article 17 shall survive the expiry or termination of this Agreement, regardless of the reason for termination, and shall remain in full force and effect for any indemnifiable claims arising during the term of the Agreement.

ARTICLE 18 RIGHTS AND TITLE OVER THE PROJECT SITE

18.1 Rights of the Concessionaire

For the purposes of this Agreement, the Concessionaire shall have the right to use the Project Site solely for carrying out the implementation of the Project under this Agreement, strictly in accordance with the terms and conditions set forth herein. The Concessionaire acknowledges that this right does not create or transfer any ownership interest, leasehold, or tenancy in the Project Site, and that all rights, title, and interest in the Project Site shall at all times vest with the Authority.

18.2 Access Rights of the Authority and Others

18.2.1 The Concessionaire shall permit free and unhindered access to the Project Site at all times to authorized representatives of the Authority, and any other Government Instrumentality as required under law or this Agreement, including any officer appointed by the Authority, for purposes including but not limited to inspection, supervision, performance monitoring, or compliance verification.

18.2.2 The Concessionaire shall, at its cost, allow access to any person duly authorized by the Authority for purposes of installation, repair, maintenance, or operation of any utility service or civic infrastructure located in proximity to or passing through the Project Site, and shall provide reasonable cooperation and support for the same.

18.3 Property Taxes and Fees

The Concessionaire shall be responsible for timely payment of all municipal property taxes, land use fees, and any other applicable statutory charges levied on the Project Site during the Concession Period. Payment of such taxes and fees shall be made directly to the relevant authorities and the Concessionaire shall provide proof of such payments to the Authority upon request.

18.4 Sub-licensing / Sub-letting

The Concessionaire shall not, without the prior written approval of the Authority, assign, transfer, sub-license, sub-let, or in any manner part with possession of the whole or any part of the Project Site, or the rights under this Agreement, to any third party. Any unauthorized act shall constitute a material breach of this Agreement.

18.5 Consequences of Unauthorized Assignment or Sub-letting

Any breach of Clause 18.4, including unauthorized assignment, sub-licensing, or sub-letting of any part of the Project Site, shall constitute a Concessionaire Event of Default.

18.6 Prohibition on Encumbrance

The Concessionaire shall not, under any circumstances, mortgage, charge, pledge, hypothecate, assign by way of security, or otherwise create any lien, encumbrance, or third-party interest over any part of the Project Site. All rights, title, and interest in the Project Site shall at all times remain with the Authority. Any attempt to create an encumbrance in violation of this Clause shall constitute a material breach of this Agreement and shall amount to a Concessionaire Event of Default.

ARTICLE 19 REDRESSAL OF PUBLIC GRIEVANCES

19.1 Complaints Register

19.1.1 The Concessionaire shall maintain a Complaints Register at the Project Site office, which shall be open to the public at all reasonable times for recording any complaints related to maintenance, safety, environmental issues, or other matters concerning the Project Site.

19.1.2 The Complaints Register shall be properly bound, with each page numbered, and include columns for:

a) Complaint number

b) Date of complaint

c) Name and contact details of the complainant (if provided)

d) Brief description of the complaint

e) Action taken by the Concessionaire

19.1.3 A receipt or acknowledgment of the complaint, including the complaint number and date, shall be provided to the complainant at the time of registration.

19.1.4 The Authority may advise the Concessionaire to accept complaints through electronic means such as email or online forms, and the Concessionaire shall implement such mechanisms accordingly.

19.2 Redressal of Complaints

19.2.1 The Concessionaire shall review the Complaints Register regularly and take appropriate and timely action to address each complaint. Actions taken shall be recorded in the register, and a brief reply shall be sent to the complainant.

19.2.2 All complaints should be resolved within a reasonable period, in any case within ten (10) days of receipt. If more time is needed, the Concessionaire shall inform the complainant of the delay and the expected resolution date.

19.2.3 At the end of each quarter, the Concessionaire shall submit a copy of all complaints recorded during the quarter to the Authority.

19.2.4 The Authority may review the complaints and provide suggestions to the Concessionaire for further action, if required. The Concessionaire shall consider such suggestions in good faith and respond to the Authority on actions taken.

19.3 Online and Public Grievance Portal

19.3.1 The Concessionaire shall establish and maintain an online grievance portal and/ or mobile application for the public to submit complaints regarding the Project Site, including maintenance, environmental concerns, safety, or amenities.

19.3.2 The portal shall:

a) Provide a user-friendly interface for submission of complaints

b) Automatically generate a unique complaint reference number

c) Allow tracking of complaint status by the complainant

d) Maintain a database of all complaints received, actions taken, and resolution timelines

19.3.3 Complaints submitted through the online portal shall be treated with the same priority and addressed in the same timeframe as those recorded in the physical Complaints Register.

19.3.4 The Concessionaire shall submit quarterly reports to the Authority summarizing:

a) Total number of complaints received through the portal

b) Nature of complaints and actions taken

c) Resolution status and any pending issues

19.3.5 Public awareness of the portal shall be ensured by displaying relevant information at prominent locations around the Project Site, including the web address, contact details, and instructions for lodging complaints.

ARTICLE 20 DISCLAIMER

20.1 Disclaimer by the Authority

20.1.1 The Concessionaire acknowledges that, prior to the execution of this Agreement, it has, after conducting a complete and careful examination, made an independent evaluation of:

(a) the Request for Proposal (RFP);

(b) the scope of the Project;

(c) the specifications, guidelines, and applicable standards;

(d) the Project Site, including lake conditions, surrounding land, and associated facilities;

(e) applicable laws, regulations, and permits;

(f) civic, environmental, and operational conditions; and

(g) all information, data, and documents provided or made available by the Authority or otherwise obtained, procured, or gathered by the Concessionaire.

20.1.2 The Concessionaire has independently determined to its satisfaction the adequacy, accuracy, reliability, and relevance of such information and the nature and extent of risks, difficulties, and hazards likely to arise in the performance of its obligations under this Agreement.

20.1.3 Except as specifically set forth in Article 16 (Representations and Warranties) of this Agreement, the Authority makes no representation or warranty, express or implied, regarding the accuracy, adequacy, or completeness of any such information, and the Concessionaire confirms that it shall have no claim whatsoever against the Authority in this regard.

20.2 Assumption of Risk by the Concessionaire

20.2.1 The Concessionaire expressly accepts and assumes all risks of any inadequacy, inaccuracy, mistake, or error in or relating to any of the matters referred to in Clause 20.1.1 above.

20.2.2 The Concessionaire agrees and acknowledges that the Authority shall not be liable in any manner whatsoever for any such inadequacy, inaccuracy, mistake, or error, whether to the Concessionaire or any person claiming through or under it.

20.2.3 The Concessionaire confirms that its obligations under this Agreement are undertaken based on its independent assessment and understanding of the Project Site, Project Assets, environmental conditions, and operational requirements.

ARTICLE 21 MISCELLANEOUS

21.1 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of India. Subject to the provisions of **Article 15 (Dispute Resolution)**, the courts at Chennai shall have exclusive jurisdiction over all matters arising under or in connection with this Agreement.

21.2 Waiver of Immunity

a) Each Party irrevocably agrees that the execution and performance of this Agreement constitute commercial acts.
b) Neither Party shall claim immunity from proceedings or enforcement against it, its assets or revenues in any jurisdiction.
c) Any relief or enforcement against a Party, including execution of judgments or arbitral awards, may be pursued notwithstanding any sovereign or similar claim.

21.3 Depreciation

For the purposes of claiming depreciation under Applicable Laws, the capital investments made by the Concessionaire pursuant to this Agreement shall be deemed to be acquired and owned by the Concessionaire. The Authority shall not bear any liability or responsibility in relation to such depreciation claims.

21.4 Waiver

a) No waiver by either Party of any breach or default shall be deemed to be a waiver of any subsequent or continuing breach or default.
b) Any waiver shall be valid only if made in writing and signed by an authorised representative of the waiving Party.
c) Delay or failure to enforce any provision of this Agreement shall not constitute a waiver of such provision.

21.5 Exclusion of Implied Warranties

This Agreement expressly excludes any implied warranties, conditions or obligations not expressly stated herein or in any other binding written agreement executed by both Parties.

21.6 Liability for Review of Documents

Any review, approval, consent or inspection by the Authority of any plans, drawings, documents or submissions shall not relieve the Concessionaire of its responsibilities or liabilities under this Agreement. The Authority shall not incur any liability arising from such review, approval, consent or inspection.

21.7 Survival

Termination or expiry of this Agreement shall not relieve either Party of obligations expressly stated to survive termination. All rights and obligations which by their nature or context are intended to survive shall remain enforceable after termination, subject to the provisions of the Limitation Act, 1963.

21.8 Entire Agreement

This Agreement, together with its Schedules, constitutes the entire agreement between the Parties and supersedes all prior written or oral agreements, negotiations or understandings relating to its subject matter. Any amendment or modification shall be valid only if made in writing and signed by duly authorised representatives of both Parties.

21.9 Severability

If any provision of this Agreement is held to be illegal, invalid or unenforceable, the remaining provisions shall remain valid and enforceable. The Parties shall negotiate in good faith to replace such provision with a lawful and enforceable substitute that most closely reflects the original intent.

21.10 No Partnership or Agency

Nothing contained in this Agreement shall be construed to create a partnership, joint venture, agency or employer-employee relationship between the Parties. Neither Party shall have authority to bind the other Party in any manner.

21.11 Third-Party Rights

This Agreement does not create any rights in favour of, or impose any obligations upon, any third party, except as expressly provided herein.

21.12 Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns, subject to the provisions relating to assignment contained in this Agreement.

21.13 Notices

All notices under this Agreement shall be in writing and shall be delivered by hand, registered post, courier or email (with delivery confirmation) to the addresses notified by each Party. Notices shall be deemed received on the date of delivery or confirmation of transmission, as applicable.

21.14 Language

All communications, notices and documentation under this Agreement shall be in the English language.

21.15 Currency

All payments under this Agreement shall be made in Indian Rupees (INR).

21.16 Time of the Essence

Time shall be of the essence in the performance of all obligations under this Agreement.

21.17 Conflict

In the event of any conflict between this Agreement and any guideline, manual or policy of the Authority, the provisions of this Agreement shall prevail.

21.18 Confidentiality

a) Each Party shall treat as confidential all information received in relation to this Agreement and shall not disclose the same to any third party except as required under Applicable Law.
b) Any permitted disclosure shall be limited to the extent necessary and subject to confidentiality obligations.
c) The Concessionaire shall not issue any public announcement relating to the Project without the prior written consent of the Authority, except where disclosure is required by law.
d) This Clause shall survive termination of this Agreement.

21.19 Damages and Recovery

In the event of any breach by the Concessionaire, the Authority may rectify the deficiency and recover the costs incurred by appropriating the Performance Guarantee, without prejudice to other remedies available under this Agreement or Applicable Law.

21.20 Counterparts

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.

21.21 Document Composition

This Agreement shall comprise the following documents, duly executed and signed by the Parties:

(a) the RFP and any corrigenda;

(b) the Concessionaire's bid and letters of acceptance;

(c) memorandum or note for handover of the Project Site, if any;

(d) this Concession Agreement together with its Schedules and any amendment;

(e) Performance Guarantee;

(f) payment proofs;

(g) Escrow Agreement, and

(h) such other documents as may be mutually agreed in writing.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their duly authorized representatives on the day and year first above written.

For and on behalf of the Greater Chennai Corporation	**For and on behalf of the Concessionaire**
Signature: _____	Signature: _____
Name: _____	Name: _____
Designation: _____	Designation: _____
Seal: _____	Seal: _____
Date: _____	Date: _____
Place: _____	Place: _____

Witnesses

Witness 1	**Witness 2**
Name: _____	Name: _____
Address: _____	Address: _____
Signature: _____	Signature: _____
Date: _____	Date: _____

SCHEDULES TO THE CONCESSION AGREEMENT

SCHEDULE A – THE PROJECT SITE AND PROJECT ASSETS

1. Project Site Overview

Reference: Article 1.1 of the Agreement

The Project Site is located in **Navalur**, on the outskirts of Chennai city within the district of Chengalpattu. The site consists of **two land parcels**:

Land	Area (Acres)	Description
Site 1 – Navalur Lake	33.46	The Navalur Lake, which has been ecologically restored, together with the adjoining lakefront park developed by SIPCOT, including circulation pathways, landscaped areas, and supporting base infrastructure, collectively forming the Project Site. See Annexure A1 – Site Boundary Map.
Site 2 – Parking Site	2.19	The area outside of Navalur Lake earmarked for development of parking facility for the Project. See Annexure A1 – Site Boundary Map.
Total Area	35.65	

Geo Coordinates:

a) Navalur Lake: Latitude: N 12.844003295, Longitude: E 80.22221167

b) Parking Site: Latitude: N 12.83915839, Longitude: E 80.22200504

2. Project Assets

S. No	Asset / Component	Area Specifications	Additional Information	Reference
1	Desilting and Embankment Profiling	–	–	–
2	Compound wall with ornamental gates and Entrance Arch	9 M width Arch each 2 M width Entrance Gate each	2 No's each	-
3	Walkway track	Length: 1,400 M Width: 4 M	–	Annexure A4 – Infrastructure Drawings
4	Cycling track	Length: 1,460 M Width: 2 M	Hard Paved	Annexure A4 – Infrastructure Drawings
5	Constructed wetlands, culverts, overflow weir cum bridge	–	-	Annexure A4 – Infrastructure Drawings, Annexure A8 – Miscellaneous Assets

6	Island formation for nesting birds	929 Sq.m.	–	Annexure A2 – Site Layout Plan
7	Children Play area and Open Gymnasium	–	–	Annexure A7 – Children play Equipment's and Gym Equipment's
8	Amphitheatre	464.51 Sq.m.	–	Annexure A3 – Building Drawings
9	Rock Garden and Butterfly Garden	–	–	Annexure A2 – Site Layout Plan
10	Eco-Knowledge Centre	650 Sq.m.	–	Annexure A3 – Building Drawings
11	Organic Cafeteria	420 Sq.m.	South & North Gates	Annexure A3 – Building Drawings
12	Admin Office	97.58 Sq.m.		
13	Security Rooms	29.72 Sq.m.	2 No's – North & South	-
14	Ticketing Counters	4.65 Sq.m.	-	-
15	Information Centre	233.18 Sq.m.	-	-
12	Temporary Resting Huts	28.28 Sq.m. each	10 Nos	Annexure A3 – Building Drawings
13	STP and Waste Water Management	1 – 50 KL STP, 1 – 5 KL STP	–	Annexure A5 – STP & Wastewater Management Layout
14	Solar Panels, Street Lights	–	4 x 15 kwP	Annexure A6 – Utility & Services Layout
15	Parking area (North & South)	North – 1,795.6 Sq.m. South – 2,938 Sq.m.	–	Annexure A3 – Site Layout Plan
16	Boat Jetty	Pier constructed – 20 Sq.m.	–	Annexure A4 – Infrastructure Drawings
17	Vegetation and Landscape	62,119.25 Sq.m. (15.35 acres)	–	Schedule A – Section 3
18	Toilets	195 Sq.m. each	2 No's	-
19	Tensile Roof Sheds	196.5 Sq.m. Combined area	9 No's	-
20	Entrance Plaza – Tensile Roof	41.8 Sq.m.	-	-

3. Vegetation and Landscape Assets

Trees, Shrubs, Herbs, Climbers/Creepers:. Refer the following annexures for details:

a) Tree Saplings – 2,094 Nos.

b) Shrub/Hedge Plants – 13,369 Nos.
c) Ground Cover Plants – 50,669 Nos.
d) Existing Palm trees – 14 Nos

4. Site Maps and Drawings

Type	Description	Reference / Placeholder
Site Boundary Map	Shows Site 1 and Site 2 boundaries, access points, and adjoining land uses	Annexure A1 – Site Boundary Map
Building Drawings	Architectural drawings of constructed buildings	Annexure A3 – Building Drawings
Infrastructure Drawings	Walkways, cycling tracks, compound walls, constructed wetlands, culverts, bridges	Annexure A4 – Infrastructure Drawings
Site Layout Plan	Overall layout showing all major assets	Annexure A2 – Site Layout Plan
STP & Wastewater Layout	Sewage Treatment Plants and wastewater infrastructure	Annexure A5 – STP & Wastewater Management Layout, Technical Drawings, Warranties & Data Sheets
Utility & Services Layout	Solar panels, street lights, water supply, drainage, other utilities	Annexure A6 – Utility & Services Layout

5. Cross-References

1. **Annexures A1–A11** are incorporated by reference and form part of Schedule A.
2. Whenever an asset, land parcel, or infrastructure item is mentioned in this Schedule, the corresponding annexure must be referred for detailed drawings, layouts, or technical specifications.
3. Any updates to annexures shall be attached to this Schedule and signed by both Parties.

Annexure A1 – Site Boundary Map

Annexure A2 – Site Layout Plan

a.) Site Layout Plan



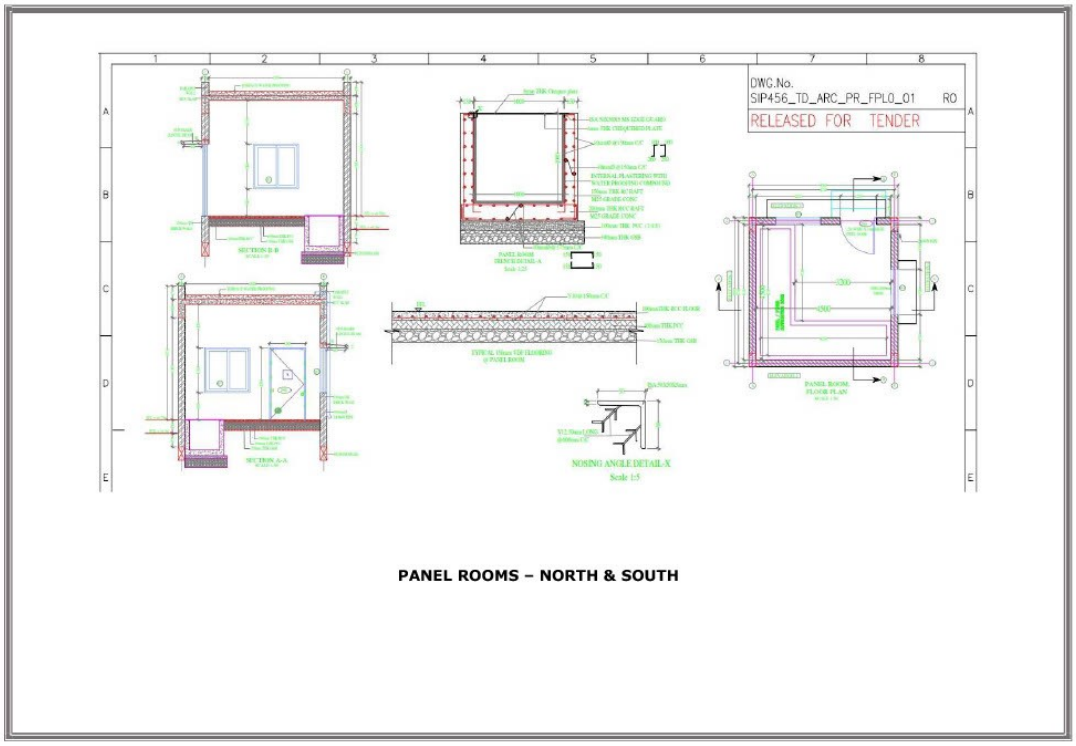
b.) Site Existing Amenities



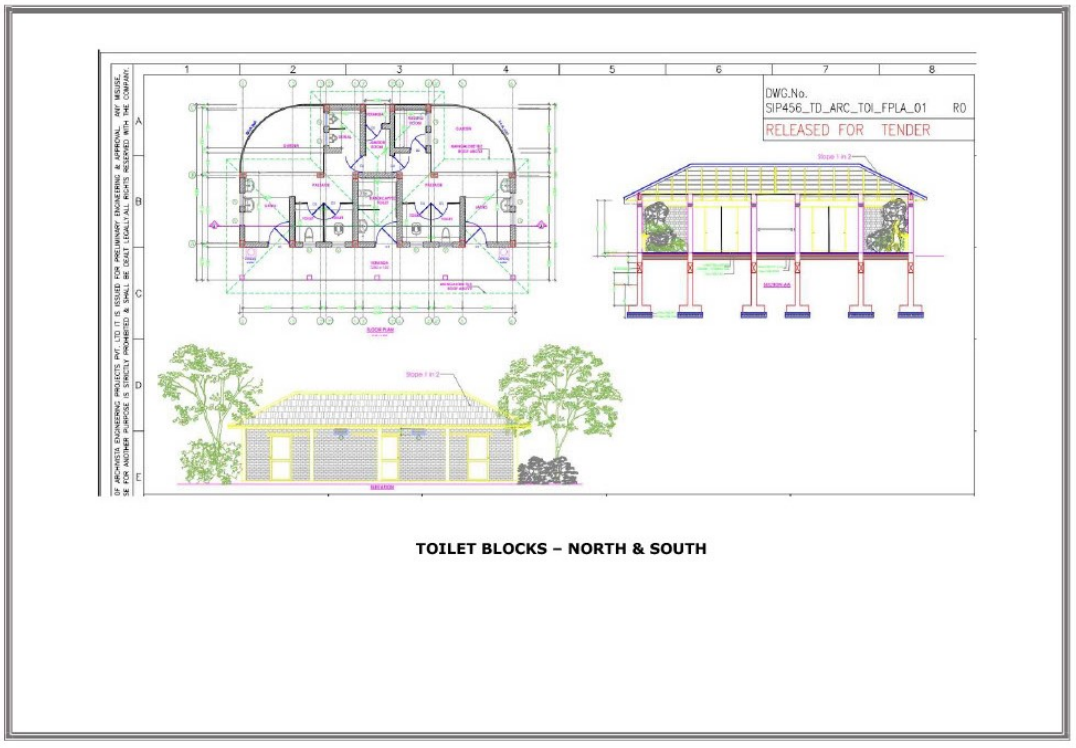
c.) Site Levels

i. Average Bed level of the lake - 0.00m
ii. b. Bund top level - +5.00m
iii. Storm water inlet level - +3.69 m
iv. Surplus Course outlet level - +3.62 m
v. Water holding capacity - 8.03 MCFT
vi. Water spread area - 14.82 Acres
vii. All building plinth levels - +5.45m
viii. Created Mount levels - Area at 5m level -
    1. +12.32m
    2. +8.82m
    3. + 6.82m

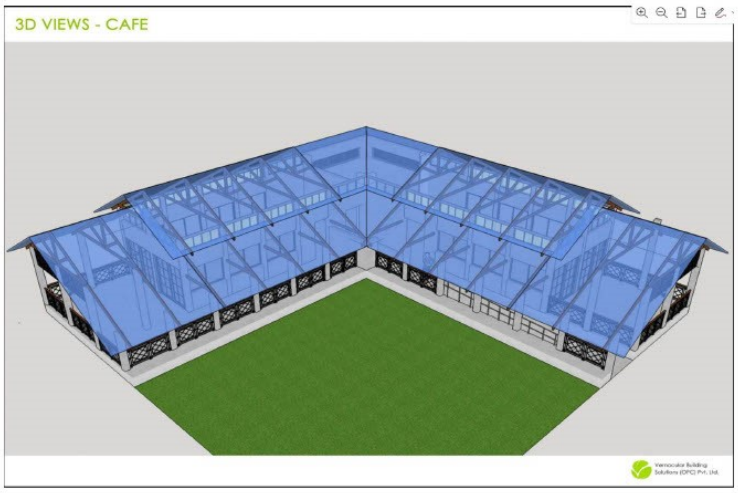
Annexure A3 – Building Drawings



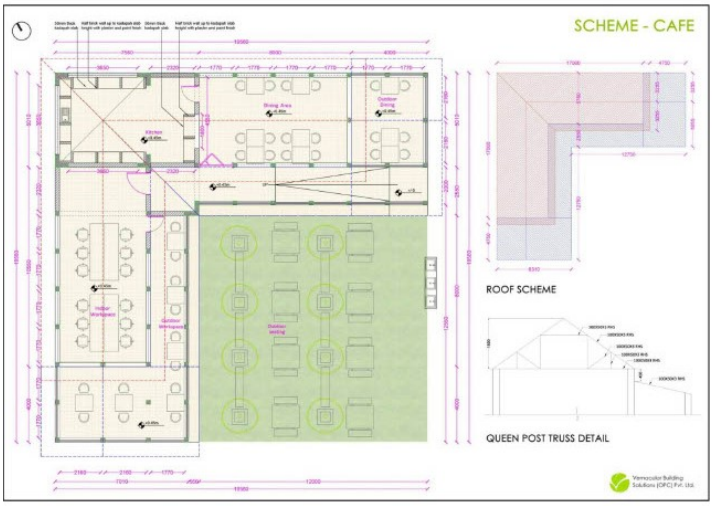
PANEL ROOMS – NORTH & SOUTH



TOILET BLOCKS – NORTH & SOUTH


3D VIEWS - CAFE

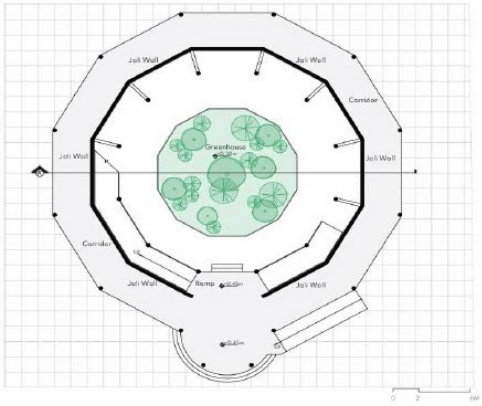
CAFÉ


SCHEME - CAFE
ROOF SCHEME
QUEEN POST TRUSS DETAIL

CAFÉ



BIRD WATCHING CENTER

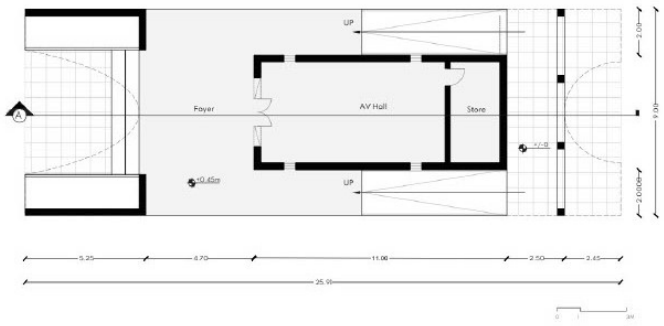


Plan

BIRD WATCHING CENTER

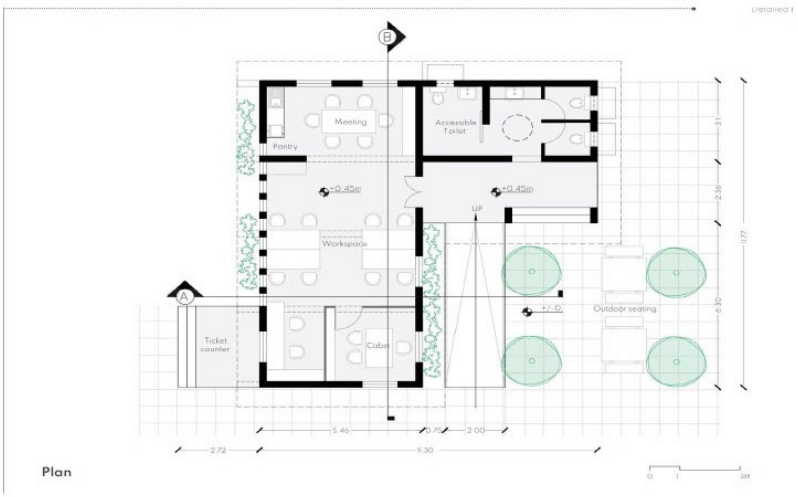


ECO KNOWLEDGE CENTER



Plan

ECO KNOWLEDGE CENTER



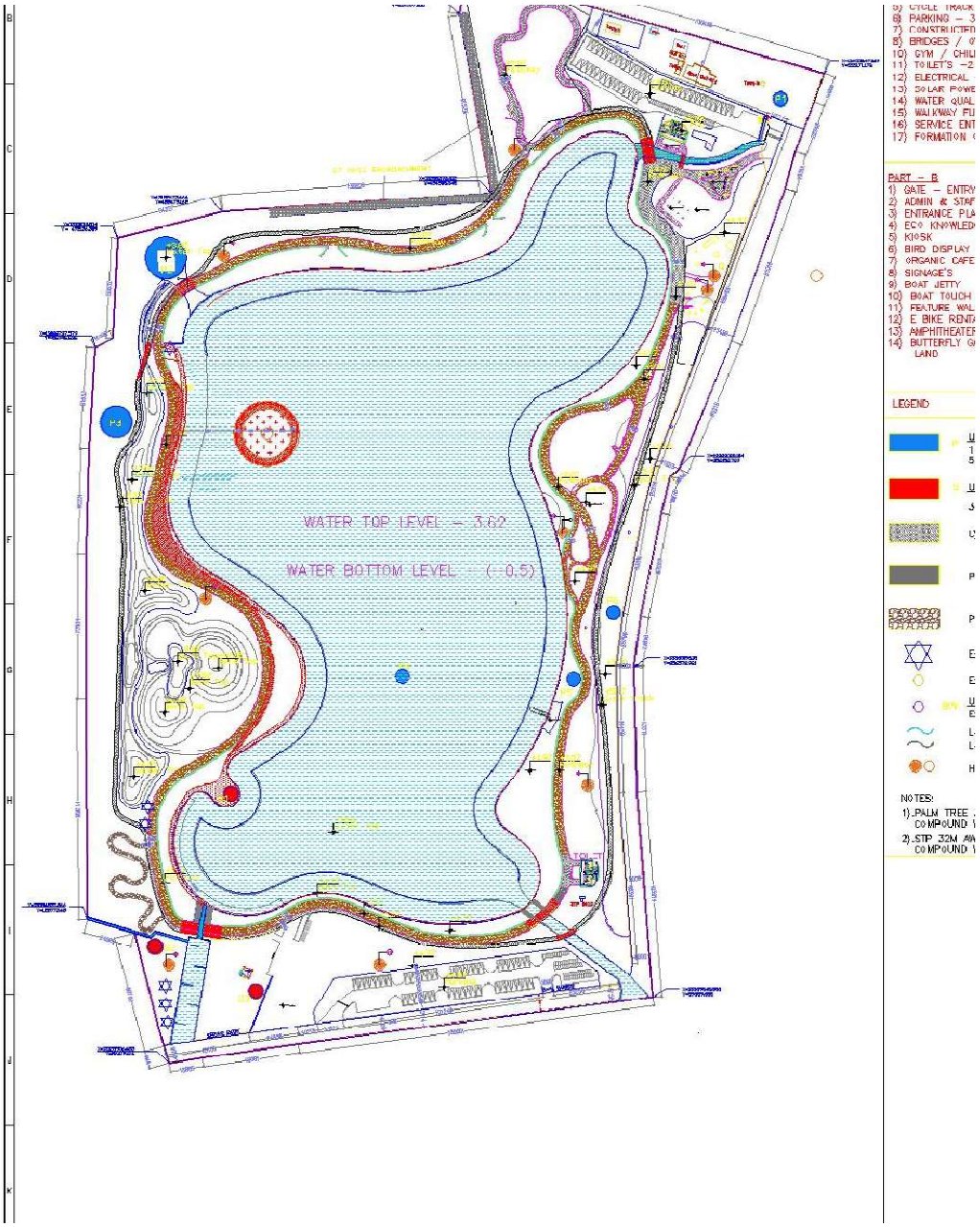
ADMINISTRATION OFFICE & TICKET COUNTER



ADMINISTRATION OFFICE & TICKET COUNTER

Annexure A4 – Infrastructure Drawings

A.



Annexure A5 – STP & Wastewater Management Layout

A. STP with Equipment details

i. STP 50KLD

- EcoTec IoT EcoSBR Controller,
- Panel Board enclosure,
- Side channel blower / compressor German make 100 Cmh @ 600 mBar,
- EPDM diffusers,
- SS 304 material stand for diffusers,
- Air hose,
- Airlift units for transfer of water in collection, aeration and treated water tank Sludge return unit by airlift (2 sets)

- Wiring for the plant,
- Clamps and fittings for wall mounting in SS 304,
- SS 304 output for valve arrangement (3/4") (2 outputs / 3 outputs),
- Solenoid valve for airlift arrangement (Asco) (1"),
- Valve stand for valves (SS 304, 2mm thickness),
- Charging unit by airlift (2 sets),
- Discharging unit by airlift (2 sets),
- Operation & Maintenance manual

ii. STP 5 KLD

- Supply, Installation & testing of 5 KLD STP comprising minimum equipment as
- EcoTec IoT EcoSBR Controller
- Panel Board enclosure
- 3. Side channel blower @ 450 mBar
- EPDM diffusers,
- SS 304 material stand for diffusers
- Air hose,
- Airlift units for transfer of water in collection, aeration and treated water tank - Sludge return unit by airlift.
- Wiring for the plant,
- Clamps and fittings for wall mounting in SS 304.
- SS 304 output for valve arrangement (3/4") (2 outputs /3 outputs),
- Solenoid valve for airlift arrangement (Asco) (1")
- Valve stand for valves (SS 304, 2mm thickness)
- Charging unit by airlift.
- Discharging unit by airlift.
- Operation & Maintenance manual

B. Irrigation System

- IOT enabled PH, TSS, COD,
- BOD measurement Station – 2Nos.
- 2.0 HP Submersible Pump – 6 Nos.
- Centrifugal Sewage Pump – 1 Nos.
- QCV – 36 Nos.
- 5m Mini Sprinkler - 200 Nos.
- Popup 10m - 30 Nos.
- Popup 5m - 40 Nos.
- Popup 3m - 50 Nos.
- Disc Filter - 3 Nos.
- Lateral Drip Line - 14000 RM

Annexure A6 – Utility & Services Layout

A. Electrical

TNEB Load Details – 60 KW

i. Street Lights

a) Single Collar - 149 Nos.
b) Double Collar - 8 Nos.
c) Triple Collar - 8 Nos.

ii. Aerators

a) Diffused Aerator - 6 Nos.
b) Disc Diffuser - 6 Nos.

iii. Solar panels - 4 x 15 kWP

iv. Electrical room and equipment

a) LPDB - 8 Nos.
b) AMPI DP - 1 No.
c) LDB - 1 No.
d) PDB - 1 No.
e) VDB - 1 No.
f) DP Isolator - 1 No.
g) Wall Light - 66 Nos.
h) Ceiling Light - 58 Nos.
i) Tube Light - 6 Nos.
j) Consta LED - 15 Nos.
k) Bollard Lights - 37 Nos.
l) Canopy Lights - 9 Nos.
m) Wall recessed - 41 Nos.
n) Plaza Lights - 50 Nos.
o) Lineate Lights - 29 Nos.
p) Ceiling Fans - 37 Nos.
q) Wall Mount fan - 6 Nos.

B. Outdoor Furniture:

i. Angry Bird Seating – 14 Nos.
ii. Stone Bench – 28 Nos.
iii. Curved Stone Bench – 15 Nos.
iv. Granite Bench at Huts – 20 Nos.

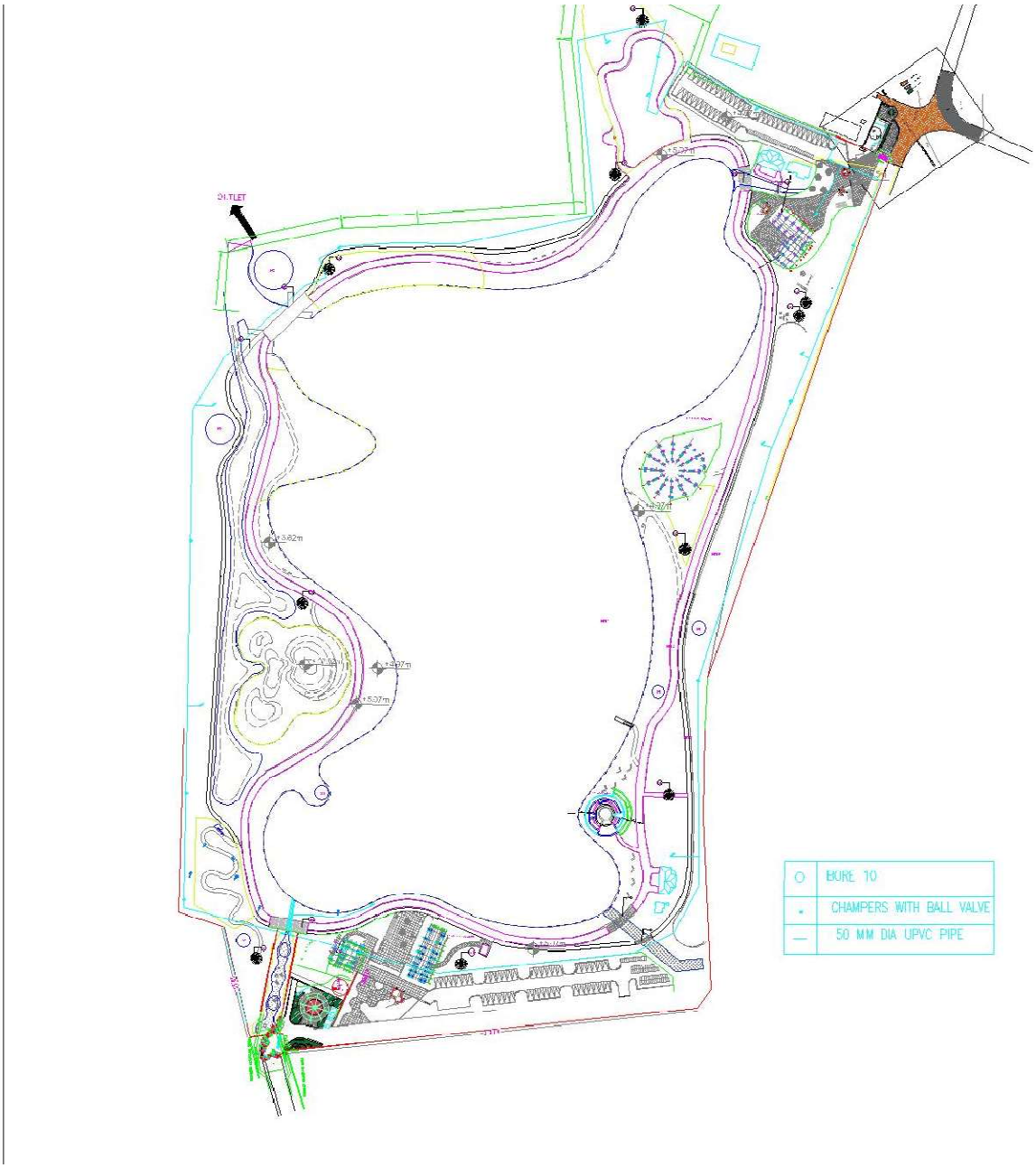
C. Wells and Borewells:

i. Wells – 7 Nos. Open Wells
ii. Borewells – 10 Nos.

Electrical Cable Layout:



Irrigation systems layout



Annexure A7 – Children play area equipment's and Outdoor Gym equipment's.

a) Children Play Area Equipment's

1. Spring Rider - 1 No.
2. Prime Swing - 1 No.
3. Twist Climber - 1 No.
4. See-Saw - 1 No.
5. Merry Go - 1 No.
6. Trampoline - 1 No.

b) b. Outdoor Gym Equipment's

1. Hand rower - 1 No.
2. Hip Shaper - 1 No.
3. Parallel Bar - 1 No.
4. Pull Up Bar - 1 No.
5. Twister - 1 No.
6. Abdominal Board - 1 No.
7. Chest Press - 1 No
8. Leg Press - 1 No.

Annexure A8 – Miscellaneous Assets

a) Immovable Assets

1. Bridges – 7 Nos.
2. Wet Lands – 3 Nos.
3. Mounts – 3 Nos. of formed Mount

b) Movable Assets

1. Kitchen Equipment – 4 Nos. of RO plant
2. Boats – 2 Nos (12'-0" x 4'-10" x 1'-8")
3. Bicycles – 12" – 4 Nos., 26" Non Gear – 4 Nos., 26" Gear – 4 Nos.

SCHEDULE B – PROJECT IMPLEMENTATION PLAN AND IMPLEMENTATION REQUIREMENTS

1. Project Implementation Plan (PIP)

1.1 **Definition**
The Project Implementation Plan ("PIP") shall be prepared and submitted by the Concessionaire at its cost in accordance with the Implementation Requirements set forth herein. The PIP shall constitute the comprehensive plan for ensuring that the Project is fully operational, functional, and compliant with all applicable environmental and regulatory obligations.

1.2 **Scope of the PIP**
The PIP shall include, without limitation:

(a) **Existing Project Assets Operations:**

- Operation, management, and maintenance of the Project Site, including the lake, lakefront park, walkways, cycling tracks, constructed wetlands, playgrounds, amphitheatre, eco-knowledge centre, gardens, and ancillary infrastructure.
- Scheduling and execution of routine and preventive maintenance, safety, and security measures.
- Measures to ensure environmental compliance, including water quality management, biodiversity conservation, and waste management.

(b) **Additional Facilities Development:**

- Planning, procurement, installation, and management of additional facilities permitted under Section 2.
- Design and construction measures consistent with environmental sustainability and low-impact development principles.
- Phasing and sequencing of development to avoid disruption of existing operations.

(c) **Staffing and Human Resources:**

- Organizational structure detailing roles, responsibilities, and reporting lines for operational, maintenance, and administrative functions.
- Staff recruitment, training, and deployment plans covering environmental, safety, and operational protocols.

(d) **Resource and Equipment Management:**

- Inventory and procurement plans for equipment, materials, and consumables.
- Maintenance and replacement schedules for all assets and equipment.
- Plans for energy, water, and waste management ensuring sustainability.

(e) **Operational Timelines and Milestones:**

- A detailed implementation schedule, including milestones for asset management, construction of additional facilities, and commissioning.
- Contingency measures to address potential delays or disruptions.

(f) **Monitoring, Reporting, and Quality Assurance:**

- Procedures for periodic reporting to the Concessioning Authority on the progress of operations and development.
- Key Performance Indicators (KPIs) for operational efficiency, environmental protection, and user satisfaction.
- Schedule for audits, inspections, and corrective actions.

(g) **Risk Management Plan:**

- Identification and mitigation of operational, financial, environmental, health and safety risks.
- Procedures for escalation and resolution of identified risks.

(h) **Stakeholder Engagement:**

- Engagement and communication measures with local authorities, environmental agencies, and stakeholders.
- Public information dissemination and awareness programs.

(i) **Compliance and Legal Requirements:**

- Compliance with all Standards and Specifications, applicable laws, regulations, approvals, and permits.
- Documentation of all regulatory approvals, licenses, and certifications.
- Health, safety, and environmental compliance measures.

(j) Safety and Public Access Plan

The Project Implementation Plan shall include a Safety and Access Plan for the Navalur Lake and Lakefront, which shall provide for:

- Regulated public access to the Project Site through identified entry and exit points, including basic access controls and crowd management measures;
- Installation and operation of closed-circuit television (CCTV) systems at key locations within the Project,
- Site for safety and monitoring purposes, in compliance with Applicable Laws;
- Provision of adequate lighting, signage and safety measures to ensure safe movement of users within the Project Site;
- Measures to restrict access to ecologically sensitive and unsafe areas of the lake and lakefront; and
- Coordination with the Concessioning Authority and local authorities for safety management and response to incidents.

2. Implementation Requirements – Permitted Activities

2.1 **General**

The Concessionaire shall develop additional facilities at its cost within the Project Site only in accordance with the permitted activities and limits set forth herein. All development shall be conducted in an environmentally sustainable and low-impact manner consistent with the restored lake ecosystem.

2.2 **Permitted Activities and Limits**

S. No	Additional Asset / Activity	Minimum / Maximum Specification	Additional Information
1.a.	Vehicle Parking 1 – in Parking Area	Minimum: 50 four-wheelers, 120 two-wheelers, 6 buses	Development to be undertaken entirely by the Concessionaire.
1.b.	Vehicle Parking 2 – Within Navalur Lake	Minumum 20 Wheelers , 25 two Wheelers	
2	Retail Area	Maximum: 0.3 acres, up to 10 outlets	Development shall not exceed the maximum permitted area and shall be low-impact with temporary structures that are removeable, if authority instructs so.
-3	Flea Market / Hawker Zone	Maximum: 0.2 acres	Temporary, non-permanent structures only.
4	Outdoor Sports Arena	Maximum: 0.75 acres	May include, inter alia, badminton, pickleball, futsal, cricket, tennis, basketball, soap futsal.
5	Lending Library	Maximum: 1,000 sq.ft. built-up area	Eco-sensitive construction that are made of removeable temporary structures.
6	Water-based Activities	Maximum: Non-motorised boating, paddling, kayaking, angling	Only non-motorised, pedal-powered, or solar-powered equipment permitted.
7	Kids Play Zone	Maximum: 0.25 acres	Eco-safe surfaces and equipment mandatory.
8	Recreational or Casual Games	Maximum: 0.2 acres	Archery, shooting, or other games subject to safety and environmental guidelines.
9	Aviary	Designated structure only	Construction must be bird-friendly and environmentally compliant.
10	Rental Cycling	Minimum: 30 bicycles	Includes provision for docking and storage.

Note: Any development outside the above-permitted activities or exceeding the specified quantum requires the prior written consent of the Concessioning Authority.

3. Annexures

The following annexures shall form part of this Schedule B:

Annexure	Description	Placeholder / Reference[2]
Annexure B-1	Detailed implementation schedule / Gantt chart	[●]
Annexure B-2	Organizational structure and staffing plan	[●]
Annexure B-3	Equipment, resources, and maintenance schedules	[●]
Annexure B-4	Risk Management Plan Safety and Public Assess Plan	[●]
Annexure B-5	Monitoring and KPI reporting templates	[●]
Annexure B-6	Site maps, layouts, and as-built drawings	[●]
Annexure B-7	Permitted activities – Design layouts and maximum area allocations	[●]

[2] Placeholders are to be completed by the Concessionaire and submitted for approval prior to the commencement of any additional development.

SCHEDULE C – OPERATION AND MAINTENANCE STANDARDS

1. Scope

This Schedule sets out asset-specific standards, performance requirements, and reporting obligations for the operation, maintenance, and upkeep of the Project Assets and Project Facilities. These standards are to be adhered to by the Concessionaire throughout the Concession Period. Compliance with this Schedule is enforceable under Article 6 of the Agreement.

2. Asset-Specific Standards and Performance Metrics

Asset / Component	Maintenance Requirement	Frequency / Monitoring	Quantifiable Metric	Penalty for Shortfall
Walkways & Cycling Tracks	Free from any vegetation and Obstacles, waterlogging; safe and accessible	Daily inspection; Monthly detailed assessment	≤2% of total surface length defective	0.05% of Performance Guarantee per day for non-compliance
Recreational Areas (Play, Gym, Amphitheatre)	All equipment and facilities fully functional and safe	Weekly inspection; Quarterly servicing	90% operational units	0.02% of Performance Guarantee per day for non-compliance
Parking Areas	Minimum 50 car, 120 two-wheeler, 6 bus slots maintained and accessible	Daily monitoring; Monthly audit	Minimum required slots available at all times	0.02% of Performance Guarantee per day for non-compliance
Water-based Facilities	Safe operation; life jackets and safety equipment available	Daily inspection; Seasonal servicing	100% operational; zero safety incidents	0.2% of Performance Guarantee per day per non-functional unit or safety violation
STP & Wastewater Management	Fully operational; treated water meets standards	Daily monitoring; Monthly preventive maintenance	100% compliance with quality standards	0.3% of Performance Guarantee per day for non-compliance
Lighting & Electrical Systems	Operational, safe, fully functional	Weekly inspection; Monthly servicing	100% uptime	0.02% of Performance Guarantee per day per non-functional system
Lake – Waterbody	Free from any surface level aquatic weeds	Daily inspection; Monthly detailed assessment	100% compliance with quality standards	0.02% of Performance Guarantee per day for non-compliance
Vegetation &	Healthy trees, shrubs,	Weekly	≥95% survival of	0.2% of Performance

Asset / Component	Maintenance Requirement	Frequency / Monitoring	Quantifiable Metric	Penalty for Shortfall
Landscaping	lawns; invasive species controlled	inspection; Seasonal pruning and planting	planted flora; no dead zones >2% of landscaped area	Guarantee per day for non-compliance
Structures (Gates, Bridges, Walls)	Structurally sound; no damage, corrosion, or deterioration	Monthly inspection; Corrective action within 7 days	100% structural integrity	0.1% of Performance Guarantee per day per defective structure
CCTV System	Ensure all CCTV cameras and recording devices are fully operational and footage is securely stored	Continuous monitoring; weekly system check	≥ 95% uptime of CCTV system in a day	0.02% of Performance Guarantee for each day of non-compliance

Notes:

1. Penalties for multiple simultaneous shortfalls are cumulative but capped at 20% of Performance Guarantee.
2. Exemptions apply for natural events or other force majeure conditions beyond the Concessionaire's control, subject to documentation and approval by the Concessioning Authority.
3. All inspections, maintenance logs, and performance records must be made available to the Concessioning Authority.

3. Reporting and Documentation

1. **Monthly O&M Report** to include:
    a) Asset condition status
    b) Preventive and corrective maintenance carried out
    c) Quantitative performance metrics for each asset
    d) Safety and ecological compliance observations
2. Reports must include photographic evidence and any corrective action taken.

4. Emergency and Contingency Maintenance

1. Critical repairs must be initiated within 24 hours of identification or reporting.
2. Emergency response procedures must be documented and tested periodically.
3. Penalties for delayed response are 0.1% of Performance Guarantee per day, cumulative with other penalties under Section 2.

5. Compliance

The Concessionaire shall ensure all maintenance activities comply with all Applicable Laws and Good Industry Practice. Non-compliance with statutory requirements does not excuse failure to meet the standards specified in this Schedule.

ANNEXURE C1

The Concessionaire shall adhere to the following recommendations of National Green Tribunal, South Zone, Chennai, as per the Order dated 05th August 2025 regarding 'Periya Eri'

1. To preserve the rejuvenated water body as a model of integrated eco-restoration and urban resilience.

2. To ensure that the water spread area is maintained free from future encroachments.

3. To ensure that all peripheral developments remain eco-compatible, with effective operation of stormwater and sewage treatment units to prevent any form of contamination.

ANNEXURE C2

Advertising Restrictions

a) The Concessionaire shall not display, permit, or promote any advertisement relating to tobacco products, cigarettes, e-cigarettes, chewing tobacco, or any other regulated substance.

b) The Concessionaire shall not display advertisements promoting alcoholic beverages, liquor brands, or surrogate advertising of such products.

c) No lewd, vulgar, obscene, indecent, or sexually explicit content, including suggestive imagery or language, shall be displayed.

d) Advertisements depicting or glorifying violence, cruelty, or abuse, including to animals or the use of weapons or explosives, are prohibited.

e) Political advertisements are not allowed except where specifically permitted by law or regulatory authorities.

f) No content promoting or criticizing religion, faiths, deities, or religious leaders in a way that may incite communal tensions shall be allowed.

g) Advertisements propagating caste, community, ethnic, racial, linguistic, regional, or gender-based prejudice or discrimination are prohibited.

h) No exploitation or derogatory depiction of women or children shall be permitted.

i) No false, misleading, or unsubstantiated claims affecting public safety, health, or financial interests are allowed.

j) Content contrary to public decency, morality, safety, civic order, or communal harmony is prohibited.

k) Advertisements banned, restricted, or prohibited by law, government notification, or court order shall not be displayed.

l) No gambling, betting, lottery, sweepstakes, or games of chance promotions are allowed.

m) Use of the Authority's name, logo, insignia, or title is not permitted without prior written consent.

n) Surrogate advertising is allowed only with a valid NOC from the competent authority.

o) No audio-based advertisements, including loudspeakers or sound-enabled digital displays, shall be used at or near the Project Assets.

p) No advertisement or content barred by Applicable Laws, notifications, or statutory guidelines shall be displayed.

Activity Restrictions

a) The Concessionaire shall not construct permanent or temporary structures on the lake area or embankments.

b) Reclamation, soil dumping, or filling of water areas is prohibited.

c) Motorised boating, jet skis, or fuel-based water activities are not allowed.

d) Encroachments or installations that obstruct pathways, bunds, or water flow are prohibited.

e) High-intensity recreational activities are prohibited in sensitive or environmentally important areas.

f) Public access to habitat areas, including nesting trees or islands, is not permitted.

g) Lighting, sound systems, or night-time activities in sensitive or quiet areas are prohibited.

h) Construction above pipelines, utilities, or drainage systems is not allowed.

SCHEDULE D – STANDARDS AND SPECIFICATIONS

a) Conduct regular water quality testing for pH, dissolved oxygen, BOD/COD, and pollutants in line with CPCB norms.

b) Treat and dispose of wastewater in compliance with Sewage Treatment and Disposal Guidelines.

c) Prevent contamination during recreational activities, boating, and angling.

d) Manage vegetation following horticultural best practices for urban ecological parks.

e) Protect native plant species and restore damaged vegetation to maintain biodiversity.

f) Ensure all structural elements, public access areas, and recreational facilities comply with municipal building codes.

g) Comply with National Building Code standards for safety, accessibility, and fire protection.

h) Implement crowd management measures within ecological zones.

i) Comply with all NGT requirements for overall operations and management of Project Assets and Project Facilities.

j) Maintain records of compliance with all operational and regulatory standards, submit periodic reports to the Concessioning Authority, and ensure adherence to any updated standards; non-compliance may attract penalties.

SCHEDULE E – DELETED

SCHEDULE F – VESTING CERTIFICATE

This Vesting Certificate refers to the Selection of Concessionaire for Management and Operations of Navalur Lake (the "Project") and the Agreement dated [●] entered into between the Concessioning Authority and [Concessionaire Name] (the "Concessionaire") for the Project.

The Concessioning Authority, represented by [Name & Designation], acknowledges that the Concessionaire has complied with and fulfilled its obligations under Clause 14.5 of the Agreement.

On the basis of the foregoing, upon issuance of this Certificate, the Concessioning Authority shall be deemed to have acquired, and all title, rights, and interest of the Concessionaire in or about the Project shall be deemed to have vested in the Concessioning Authority, free from all encumbrances, charges, or liens whatsoever.

Notwithstanding anything to the contrary herein, this Certificate does not relieve the Concessionaire of its obligations to rectify or remedy any defects or deficiencies under Clause 14.5 of the Agreement, nor shall it be construed as a waiver of any such obligations.

Agreed and Accepted

For and on behalf of the Concessionaire

Signature: _____

Name: _____

Designation: _____

Address: _____

For and on behalf of the Concessioning Authority

Signature: _____

Name: _____

Designation: _____

Address: _____

In the presence of:

A) _____

B) _____

SCHEDULE G – PERFORMANCE GUARANTEE

FORMAT OF THE BANK GUARANTEE

A. STATE INDUSTRIES PROMOTION CORPORATION OF TAMIL NADU (SIPCOT) LIMITED (the "Authority") has issued Letter of Award dated _____ bearing No _____ to [Concessionaire Name] (the "Concessionaire") for Selection of Concessionaire for Management and Operations of Navalur Lake (the "Project"),. The Concession Agreement will be signed by the Concessionaire within 30 (thirty) days from the issuance of Letter of Award.

B. The Letter of Award requires the Concessionaire to furnish a Performance Guarantee to the Authority in a sum of Rs. _____ (Rupees _____ only) (the "Guarantee Amount") as security for due and faithful performance of its obligations under and in accordance with the Agreement during the Concession Period.

C. We, [Bank Name], through our Branch at [Branch Address] (the "Bank"), have agreed to furnish this Bank Guarantee by way of Performance Guarantee.

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

1. The Bank hereby unconditionally and irrevocably guarantees and undertakes to pay to the Authority, upon occurrence of any failure or default in due and faithful performance of all or any of the Concessionaire's obligations under and in accordance with the Agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Concessionaire, such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim, without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority, under the hand of an officer not below the rank of a Secretary or equivalent, that the Concessionaire has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Concessionaire is in default in due and faithful performance of its obligations during the Concession Period under the Agreement and its decision shall be final and binding on the Bank, notwithstanding any differences between the Authority and the Concessionaire, or any dispute pending before any court, tribunal, arbitrators or any other authority, or any discharge of the Concessionaire for any reason whatsoever.
3. In order to give effect to this Guarantee, the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Concessionaire and/or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary, and the Bank hereby waives any necessity, for the Authority to proceed against the Concessionaire before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty, without affecting in any manner the liability of the Bank under this Guarantee, to vary at any time the terms and conditions of the Agreement or to extend the time or period for the compliance with, fulfilment and/or performance of all or any of the obligations of the Concessionaire contained in the Agreement or to postpone for any time, and from time to time, any of the rights and powers exercisable by the Authority against the Concessionaire, and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority, and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Concessionaire or any other forbearance, indulgence, act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this

provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.

6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfilment, compliance and/or performance of all or any of the obligations of the Concessionaire under the Agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph 8 below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee, no later than 6 (six) months from the date of expiry of this Guarantee, all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Performance Guarantee shall cease to be in force and effect after expiry of a period of 120 (one hundred twenty) days from the expiry of the Concession Period, and provided the Concessionaire is not in breach of this Agreement. Upon request made by the Concessionaire for release of the Performance Guarantee along with the particulars required hereunder, duly confirmed by the Independent Consultant of the Project, the Authority shall release the Performance Guarantee forthwith.
9. The Bank undertakes not to revoke this Guarantee during its currency, except with the previous express consent of the Authority in writing, and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred Branch, which shall be deemed to have been duly authorised to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that the envelope was so posted shall be conclusive.
11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for a period of [ ] from the date hereof or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this _____ day of __**, 20** at _____

For and on behalf of the Bank by:

Signature _____

Name _____

Designation _____

Code Number _____

Address _____

SCHEDULE H – ESCROW AGREEMENT

THIS ESCROW AGREEMENT is entered into on this the ____ day of _____ 20____

AMONGST

1. _____ (the "Concessionaire"), a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at _____ (hereinafter referred to as the "Concessionaire", which expression shall, unless repugnant to the context or meaning thereof, include its successors, permitted assigns and substitutes);

2. _____ (the "Escrow Bank"), having its registered office at _____, (hereinafter referred to as the "Escrow Bank", which expression shall, unless repugnant to the context or meaning thereof, include its successors and substitutes); and

3. State Industries Promotion Corporation of Tamil Nadu (SIPCOT) Limited represented by _____ and having its principal office at _____ (hereinafter referred to as the "Authority", which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns).

WHEREAS:

(A) The Authority has entered into the Concession Agreement dated _____ with the Concessionaire (the "Concession Agreement") for Selection of Concessionaire for Management and Operations of Navalur Lake (the "Project"), and a copy of which is annexed hereto and marked as Annex-A to form part of this Agreement.

(B) The Concession Agreement requires the Concessionaire to establish an Escrow Account, inter alia, on the terms and conditions stated therein.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively assigned to them:

"Agreement" means this Escrow Agreement and any amendment thereto made in accordance with the provisions contained herein;

"Concession Agreement" means the Concession Agreement referred to in Recital (A) above and annexed hereto as Annex-A, and shall include all of its Recitals and Schedules and any amendments made thereto;

"Escrow Account" means an escrow account established in terms of and under this Agreement with the Escrow Bank, and shall include any Sub-Accounts;

"Sub-Accounts" means the respective sub-accounts of the Escrow Account into which the monies specified in this Agreement will be credited and appropriated in accordance with the priority of payments;

"Escrow Default" shall have the meaning ascribed thereto in Article 6;

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

1.2 Interpretation

1.2.1 References to Articles are, unless stated otherwise, references to Articles of this Agreement.

1.2.2 Terms defined in the Concession Agreement shall, unless repugnant to the context, have the same meaning in 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 and the Concessionaire in connection herewith and authorizes the Escrow Bank to exercise such rights, powers, authorities and discretion as are specifically delegated by this Agreement, together with all such rights reasonably incidental hereto.

2.1.2 The Concessionaire hereby declares that all rights, title and interest in and to the Escrow Account shall be vested in the Escrow Bank and held in trust for the Authority and the Concessionaire, and applied in accordance with this Agreement. No person other than the Authority and the Concessionaire shall have rights hereunder.

2.2 Acceptance of Escrow Bank

The Escrow Bank hereby agrees to act as such and to accept all payments and other amounts delivered to it pursuant to this Agreement. The Escrow Bank shall hold and safeguard the Escrow Account during the term of this Agreement and shall act in trust for the benefit of the Authority and the Concessionaire in accordance with 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 commencement of operations under the Concession Agreement, the Concessionaire shall open and establish the Escrow Account with the [Branch Name] of the Escrow Bank, denominated in Indian Rupees.

2.3.2 The Escrow Bank shall maintain the Escrow Account in accordance with the terms of this Agreement, its usual practices, and applicable regulations, and shall pay the maximum rate of interest payable to similar customers on the balance in the Escrow Account.

2.3.3 The Escrow Bank and the Concessionaire shall agree on the detailed mandates, terms and operating procedures for the Escrow Account, but in the event of any conflict between such procedures and this Agreement, this Agreement shall prevail.

2.4 Escrow Bank's fee

The Escrow Bank shall be entitled to receive its fee and expenses in an amount and at such times as may be agreed between the Escrow Bank and the Concessionaire. Such fees shall form part of the O&M Expenses and be appropriated from the Escrow Account.

3. DEPOSITS INTO ESCROW ACCOUNT

3.1 The Concessionaire shall deposit all receipts from Project operations, including Gross Revenue and payments from any other sources in connection with the Project, shall be deposited into the Escrow Account.

4. WITHDRAWALS FROM ESCROW ACCOUNT

4.1 Withdrawals during Concession Period

4.1.1 Monies standing to the credit of the Escrow Account shall be appropriated in the following order:

(a) Taxes and statutory dues payable by the Concessionaire;

(b) Payment of the Concession Fee to the Authority;

(c) Payments to contractors, suppliers, and operational expenses related to the Project;

(d) Any other payments required under this Agreement;

(e) Balance amounts may be used by the Concessionaire in accordance with instructions to the Escrow Bank.

4.1.2 The Concessionaire shall not modify the order of payment without prior written approval of the Authority.

4.2 Withdrawals upon termination of the Agreement

4.2.1 All amounts standing to the credit of the Escrow Account shall, upon termination of the Concession Agreement, be appropriated in the following order:

(a) Outstanding taxes and statutory dues;

(b) Outstanding payments due to the Authority;

(c) Operational expenses;

(d) Any other payments required under the Concession Agreement;

(e) Balance, if any, to the Concessionaire, provided a Vesting Certificate has been issued by the Authority.

4.2.2 These provisions shall remain in full force until the obligations set forth above have been discharged.

4.3 Application of insufficient funds

Funds in the Escrow Account shall be applied in the serial order of priority set forth in Clauses 4.1 and 4.2. The Concessionaire shall at all times maintain sufficient balance to meet these requirements.

4.4 Application of insurance proceeds

Proceeds from insurance claims (except life and injury) shall be deposited into the Escrow Account and utilized for necessary repair, reconstruction, reinstatement, replacement, or improvement of the Project. Any remaining balance shall be applied in accordance with the Concession Agreement.

5. OBLIGATIONS OF THE ESCROW BANK

5.1 Segregation of funds

Monies and other property received by the Escrow Bank shall be held in trust and segregated from other funds of the Escrow Bank until applied in accordance with this Agreement.

5.2 Notification of balances

The Escrow Bank shall notify the Authority and the Concessionaire of balances in the Escrow Account seven (7) business days prior to each payment date.

5.3 Communications and notices

The Escrow Bank may rely upon certificates, communications, and documents provided by the Concessionaire or Authority in good faith and shall deliver copies of notices or documents received to the Authority and Concessionaire within five (5) business days.

5.4 No set off

The Escrow Bank shall not claim any right of set-off, lien, or other remedy against amounts standing to the credit of the Escrow Account.

5.5 Regulatory approvals

The Escrow Bank shall use best efforts to procure and maintain all regulatory approvals required to establish and operate the Escrow Account.

6. ESCROW DEFAULT

6.1 Escrow Default

6.1.1 The following constitute an Escrow Default unless due to Force Majeure or acts of the Authority:

(a) Failure to deposit receipts into the Escrow Account within five (5) business days;

(b) Unauthorized transfer of funds from the Escrow Account;

(c) Any other breach of this Agreement not cured within five (5) business days.

6.1.2 Consequences of Escrow Default shall be governed by the Concession Agreement.

7. TERMINATION OF ESCROW AGREEMENT

7.1 Duration

This Agreement remains in effect until all obligations under the Concession Agreement have been discharged or terminated by mutual consent.

7.2 Substitution of Escrow Bank

The Concessionaire may appoint a successor Escrow Bank with 45 days' prior notice, subject to approval of the Authority, and transfer of the Escrow Account balance.

7.3 Closure of Escrow Account

Upon payment of all outstanding amounts under the Concession Agreement and confirmation thereof, the Escrow Bank shall close the Escrow Account and pay any remaining balance to the Concessionaire.

8. SUPPLEMENTARY ESCROW AGREEMENT

The Parties may enter into a supplementary escrow agreement for detailed procedures, reporting, and restrictions, provided it does not conflict with this Agreement.

9. INDEMNITIES

9.1 General indemnity

Each Party shall indemnify the others against claims, losses, costs, or expenses arising from its failure to comply with this Agreement.

9.2 Notice and contest of claims

The Indemnified Party shall notify the Indemnifying Party within 15 days of any third-party claim and may not settle without consent.

10. DISPUTE RESOLUTION

Any dispute or difference arising out of or in connection with this Agreement shall be referred to arbitration under the Rules of Arbitration of the Nani Palkhivala Arbitration Centre, Chennai. The award of the arbitrator(s) shall be final and binding on the Parties. The arbitration shall be conducted in English and the venue shall be Chennai, Tamil Nadu

11. MISCELLANEOUS PROVISIONS

11.1 Governing law and jurisdiction

This Agreement is governed by the laws of India and courts in Tamil Nadu shall have jurisdiction.

11.2 Waiver of sovereign immunity

The Authority irrevocably waives sovereign immunity in connection with this Agreement.

11.3 Priority of agreements

In the event of conflict, the Concession Agreement prevails over this Escrow Agreement.

11.4 Alteration of terms

Any amendment shall be in writing and signed by all Parties.

11.5 Waiver

Waiver of any provision shall be effective only if in writing and shall not waive other rights.

11.6 Survival

Obligations expressly surviving termination shall remain for three (3) years.

11.7 Severability

Invalid provisions shall not affect remaining provisions, and Parties shall negotiate substitutes in good faith.

11.8 Successors and assigns

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

11.9 Notices

Notices shall be in writing and delivered personally, by courier, registered post, facsimile, or e-mail.

11.10 Language

All notices and proceedings shall be in English.

11.11 Authorized representatives

Each Party shall designate authorized representatives through whom communications shall be made.

11.12 Original Document

This Agreement may be executed in three counterparts, each constituting an original.

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

PARTY	SIGNATURE	NAME	DESIGNATION	ADDRESS	FAX NO.	E-MAIL ADDRESS
Concessionaire						
Escrow Bank						
Authority						